



**Highways England Company Limited**

# **NEC4 Term Service Short Contract**

**(June 2017 with amendments January 2019)**

## **SCOPE**

in relation to *services* for  
[Skid Resistance Surveys, 2020-2025]

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Section	Scope ( <i>Client's</i> )
S 100	Description of the <i>service</i>
S 200	Specifications
S 300	Constraints on how the <i>Contractor</i> Provides the Service
S 400	Requirements for the plan
S 500	Services and other things provided by the <i>Client</i>
S 600	Property affected by the <i>service</i>

## S 100 Description of the *service*

Highways England (*The Employer*) undertakes annual monitoring of the skid resistance of the Strategic Road Network. The [Skid Policy Standard](#) (HD28/CS228 Skidding Resistance) describes how the provision of appropriate levels of skid resistance for the Network will be managed. The deliverables of this Contract will be used to record and manage the *Employer's* Key Performance Indicators.

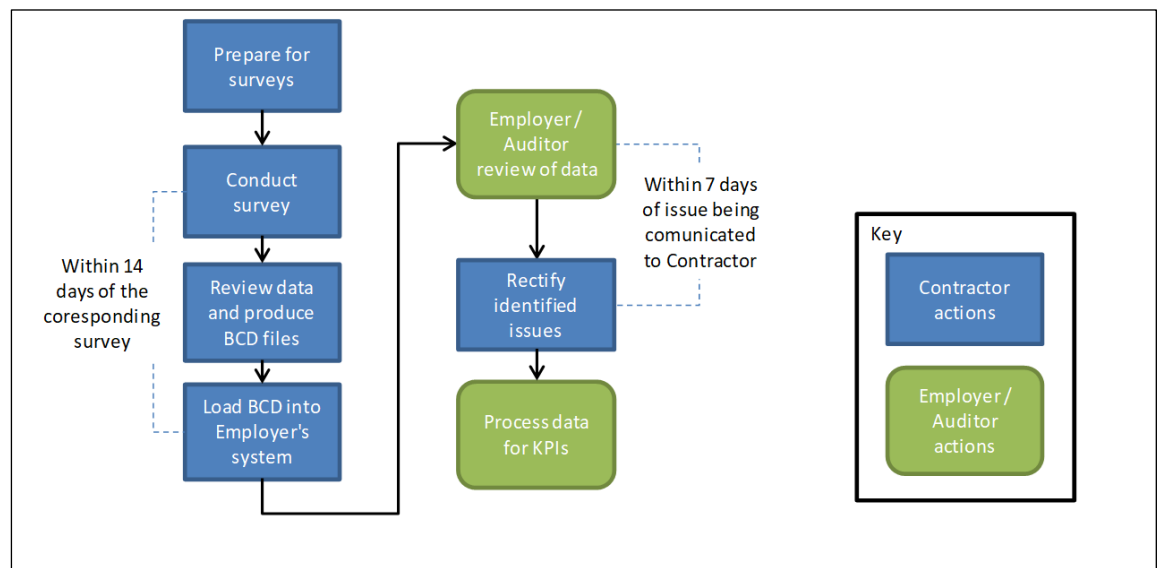
For this Contract, the Network has been split into 5 lots. Lot No. 1, 2, 3 and 4 are defined Regions for national annual skid surveys. Lot No. 5 is for Benchmark Sites.

*Contractors* must fulfil the requirements of this Scope for those Regions and/or Benchmark Sites that are awarded to them under this Contract.

## S 101 Service objectives

- S 101.1.1 The objective of this Contract is the collection of skid resistance Raw Condition Data (RCD) and Base Condition Data (BCD) for use in pavement condition assessment.
- S 101.1.2 The deliverables under this Contract for Lots 1, 2, 3 and 4 (Regional national annual skid surveys) must be:
- (1) RCD collected in accordance with S 202 that has been pre-processed using software provided by the Employer to become BCD, in accordance with S 202.
    - The Contractor must load the BCD into the Employer's management systems and
    - Copies of the RCD and BCD must be delivered via a secure File Transfer Protocol (FTP) site or on a durable electronic medium (e.g. USB hard drive).
  - (2) Quality Assurance records in accordance with S 315.4.1 to S 315.4.17
  - (3) Progress reports in accordance with S 202.

**Figure 1: Flow diagram depicting National Annual Skid Surveys procedure**



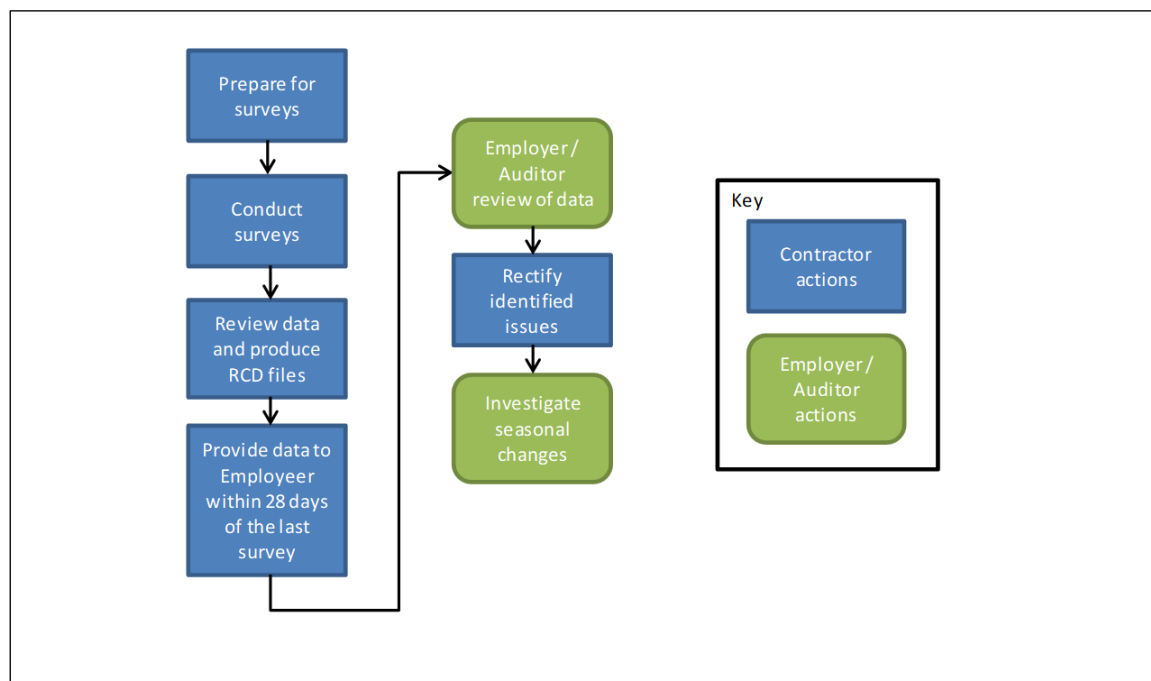
S 101.1.3 For data pre-processing and supply requirements (for Lots No. 1, 2, 3 & 4), see clauses S 102.2.1 to S 102.2.9.

The deliverables under this Contract for Lot 5 (Benchmark Sites) must be:

- S 101.1.4
- Survey data delivered as RCD,
  - Photographic images supplied as JPEG files or video supplied as MPEG files,
  - Copies of Equipment operators' notes and calibration tests results,
  - Results of the tyre performance test carried out prior to the Survey Season and
  - Current Directory of Benchmark Sites.

S 101.1.5 The Data for Lot 5 (Benchmark Sites) must be delivered via a secure File Transfer Protocol (FTP) site or on a durable electronic medium (e.g. USB hard drive). This must be made available to the *Employer* as soon as practicable and in any event within twenty-eight (28) Days of the last Benchmark Site Survey Data being collected.

**Figure 2: Flow diagram depicting Benchmark Surveys procedure**



S 101.1.6 This Contract will commence on the date shown in the Award Letter and will be for an initial period of up to 36 months.

S101.1.7 The *Employer* has the option to extend the Contract for an additional 24 months.

## S 102 Description of the service

The *Contractor* Provides the Service in accordance with this Scope.

S 102.1.1

### Surveys

S 102.1.2 The *Contractor* carries out surveys of the strategic road network on those Regions and/or Benchmark Sites that the *Contractor* has been awarded under this Contract.

S 102.1.3 The *Contractor* uses Accredited Equipment to carry out skid resistance Surveys of the Network to collect the Survey Data, as described in S 204. The *Contractor* ensures that the Accredited Equipment fully complies with all relevant regulations concerning

vehicles and the use of the Highway.

- S 102.1.4 The *Contractor* must carry out the surveys in accordance with any requirements provided to it by the *Employer* relating to safety and minimum disruption to other Road users.
- S 102.1.5 Subject to the approval and training of suitable staff, the *Employer* will provide the *Contractor* with access to its management systems to enable the *Contractor* to define Survey routes as described in Section 202. This process is obtained through the New User Name System (NUNS), where appropriate, which allows access onto the *Employer's* management systems.
- S 102.1.6 The *Contractor* carries out Surveys as described in S 202.

#### **Data pre-processing and supply**

- S 102.2.1 Subject to the approval and training of suitable staff, the *Employer* will provide the *Contractor* with software (the "Machine Survey Pre-processor" (MSP) to pre-process the RCD.
- S 102.2.2 The *Contractor* ensures that the MSP is used to pre-process the RCD to become BCD as described in S 202 of this Scope.
- S 102.2.3 Subject to the approval and training of suitable staff, the *Employer* will provide the *Contractor* with access to its information management systems to enable the BCD to be loaded.
- S 102.2.4 The *Contractor* must ensure that the BCD is loaded into the *Employer's* information management systems as soon as practicable and in any event within fourteen (14) Days of the Survey Data being collected.
- S 102.2.5 If the *Employer* becomes aware of errors in the data, such as inaccurate location referencing, it will notify the *Contractor* of the details of the error.
- S 102.2.6 If informed of any such error, the *Contractor* will remove the affected data from the *Employer's* information management systems, rectify the source of the error and re-supply the correct data as required by this S 102 as soon as practicable and in any event within seven (7) Days of being notified.

- S 102.2.7 The *Contractor* delivers to the *Employer* copies of the pre-processed RCD using MSP and the BCD which are validated in accordance to Clauses S 102.2.5 and S 102.2.6. These must be delivered via a secure File Transfer Protocol (FTP) site or on a durable electronic medium as soon as practicable and in any event within twenty-eight (28) Days of being loaded into the *Employer's* information management systems.
- S 102.2.8 The RCD files must be accompanied by copies of all relevant documents including the Equipment Operator's route sheets and survey reports if so requested by the *Employer* or Auditor.
- S102.2.9 For the *Employer* to calculate their Key Performance Indicators the *Contractor* must ensure all data that has been loaded, passes the independent *Employer's* checks and is ready for further analysis by the Auditor by each of the dates given in the Survey Periods below;
- Early: 9th August,
  - Middle: 7th October and
  - Late: 30th November.

## S 200 Specifications

Not used.

## S 201 Specifications

- S 201.1 The [Skid Policy Standard](#) (HD28/CS228 Skidding Resistance) describes how the provision of appropriate levels of skid resistance for the Network will be managed

## S 202 Tests and inspections

### Operation

- S 202.1.1 Before undertaking a Survey, the *Contractor* must undertake appropriate planning to ensure that the Survey:
- Is carried out safely,
  - Delivers data that is location referenced to a level of accuracy that meets the requirements of Section 204 and
  - Delivers measurements to a level of accuracy that meet the requirements of Section 204.
- S 202.1.2 The *Contractor* must plan and complete the Survey to ensure that the time between the start and completion of surveys for each Road within a given Area or DBFO,

including all slip roads and roundabouts is within twenty-eight (28) Days or less.

- S 202.1.3 The *Contractor* must be responsible for liaising with the relevant Service Providers in each Area prior to the commencement of surveys and notifying them of their intended routes and timings of surveys within their respective Areas.
- S 202.1.4 The *Contractor* is responsible for obtaining water that complies with all rules and regulations of the local Water Authority.

### Survey Procedure

- S 202.2.1 All surveys must be undertaken in the direction of normal traffic flow.  
The Equipment must provide Survey Data in the nearside wheel track covering:
- Lane 1 in both directions on two-way Single Carriageways,
  - Lane 1 on one-way Single Carriageways,
  - Lane 1 in each direction on Dual Carriageways,
  - Lane 1 on all Slip Roads,
  - All Roundabouts,
  - Hard Shoulders on Dynamic Hard Shoulder Running sections only where they are periodically opened to traffic for Smart Motorways and
  - Lane Below Signal 1 and Lane Below Signal 2 in All Lane Running sections on Smart Motorways.
- S 202.2.2 Surveys of Roundabouts must be undertaken such that the entire roundabout is surveyed following identification of a suitable start point (e.g. a section node) to ensure that the full length of carriageway is surveyed and can be accurately fitted within the *Employer's* database. This may require the Survey Equipment to complete more than one revolution of the roundabout to collect suitable data.
- S 202.2.3 In certain situations, where Lane 1 is not the most heavily trafficked lane or if additional surveys are required, the location of the measurement may be varied by the *Employer* or the *Contractor* with the written agreement of the *Employer* using the appropriate rates for the carriageway type.
- S 202.2.4 Hard shoulders, where they are periodically opened to traffic under a Smart Motorway regime, must be surveyed. The *Contractor* must undertake these surveys when the hard shoulder is open to traffic, or under suitable traffic management.
- S 202.2.5 It may be necessary for the Equipment to deviate from the Survey Route for a short length because of obstructions in the path of the Equipment (for example of parked cars or temporary roadworks). The *Contractor* must record the occurrence of such deviations in the Survey Data using the Deviation Flag provided in the RCD.
- S 202.2.6 Data collected during deviations from the Survey Route must be considered invalid in terms of the Coverage requirements, specified in S 301.1.1, S 301.1.2 and S 301.1.3.

### Network Length

- S 202.3.1 For this Contract, the Network has been split into 5 lots (A lot is any of the 4 defined Regions, plus a further lot consisting of a series of Benchmark Sites which are specified in S 204.4. A map of the network can be seen in Appendix K (attached to these Tender Documents). The requirements for surveying and for delivering data for Benchmark Sites differ from those for the Regions, as described in Sections 202.4, S 202.5 and Section 204.
- S 202.3.2 The nominal Survey Length for each Region is the total length corresponding to the Areas and DBFOs falling within that Region, as shown in Table 1, broken down by Section Type. This is an indicative Survey length for the purposes of tendering and is distinct from the calculation of payments which is based on the proportion of the eligible network surveyed of which validated data has been supplied.

**Table 1: Nominal Survey lengths in Lane/Km**

Lots	Area/DBFO	Main Carriageways (Lane/Km)	Slip Roads (Lane/Km)	Roundabouts (Lane/Km)	Dynamic Hard Shoulders (Lane/Km)	All Lane Running (Lane/Km)	Total Area Length (Lane/Km)
Lot 1	South West	1643.5	228.4	13.0	20.8	0.0	<b>1905.8</b>
	Area 3	1022.6	257.2	7.0	0.0	42.9	<b>1329.7</b>
	Second Severn Crossing	26.0	2.2	0.0	0.0	0.0	<b>28.2</b>
Lot 2	Area 4	898.6	162.7	13.5	0.0	51.2	<b>1126.0</b>
	Area 6	1128.9	197.2	14.5	0.0	0.0	<b>1340.6</b>
	Area 8	684.8	149.7	6.5	48.0	0.0	<b>889.0</b>
	M25 DBFO	756.4	260.3	14.0	0.0	81.1	<b>1111.7</b>
Lot 3	Area 7	1409.2	269.6	22.0	0.0	123.2	<b>1824.0</b>
	Area 9	1536.6	234.1	30.9	102.4	91.5	<b>1995.4</b>
	A1DD	99.9	24.1	0.5	0.0	0.0	<b>124.5</b>
Lot 4	Area 10	984.6	334.7	10.6	0.0	99.7	<b>1429.6</b>
	Area 12	988.1	232.3	14.3	48.0	49.4	<b>1332.1</b>
	Area 13	752.5	67.6	9.5	0.0	0.0	<b>829.5</b>
	Area 14	606.5	97.9	11.5	0.0	0.0	<b>716.0</b>

- S 202.3.3 At the start of each Survey Year the extent of the Network to be surveyed during that Survey Year will be established by the *Employer*. This will be referred to as the Eligible Network.
- S 202.3.4 The Eligible Network will be provided as a list of Survey Lanes of each Section Type, defined using the network referencing within the *Employer's* database at a given date. It should be recognised that network referencing will change throughout the Survey Year.

### Benchmark Sites

- S 202.4.1 The Benchmark Sites consist of 43 lengths of the Network as indicated in Table 2.
- S 202.4.2 At the start of each Survey Year the Benchmark Sites to be surveyed during that Survey Year will be established by the *Employer*.

**Table 2: Benchmark Sites**

Site No.	Area	Route	Direction	Section(s)	Length (m)	Description	Nodes	Operating Restrictions
1	SW	A30	E/B	0800A30/400	2260	Studs under A3076 bridge at Mitchell to studs at 2260m	21435- 21460	No
2	SW	A30	W/B	1100A30/115	1180	End of slip On from A377 to studs at 1180m	492-431	No
3	SW	M5	S/B	3300M5/210 + 3300M5/220	1694	End of slip On at Jct 22 to studs at 1694m	15179- 15184- 15185	No
4	SW	M4	E/B	3900M4/162	1226	End of slip On at Jct 17 to studs at 1226m	448-446	No
5	3	M3	S/B	1700M3/383 + 1700M3/391	1003	Start of slip Off at Jct 7 (A30) to studs at 1003m	75990- 75940- 75897	No
6	3	M4	E/B	0300M4/393 + 0300M4/391	2875	End of slip On at Jct 15 to studs at 2875m	35593- 35941- 35489	No
7	3	A31	E/B	1200A31/461 + 1200A31/467	1358	Exit from Ameysford Rbt to studs under B3072 bridge	12071- 12076- 12999	No
8	4	M20	E/B	2200M20/290	1634	End of slip On at Jct 9 (A20/A28) for 1634m	5230- 1859	No

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9	4	A23	N/B	3800A23/340	1402	Studs just after bridge over approx. 1050m after B2110 (bridge over at Handcross) to studs under footbridge at 1402m	13078-	No
							13216	
10	5	M11	N/B	1500M11/114	2473	Start of slip Off at Jct 5 (A1168) to start of concrete	70050-	No
				+			70060-	
				1500M11/116			70070	
11	5	M4	W/B	5540M4/244	976	Start of slip Off to Heston Services to end of Slip On	32828-	No
							32830	
12	6	A12	N/B	1500A12/294	1053	Studs at Suffolk boundary to start of slip road off to B1029	40560-	Yes*
							42270	
13	6	A47	E/B	2600A47/145	1348	Studs under bridge at centre of Terrington St John interchange to bridge at 1348m	5027-	No
				+			5733-	
				2600A47/147			50343	
14	7	A1	N/B	2500A1/110	2150	End of slip On from South Witham to Jct Left (to North Witham)	7005-	Yes*
							7015	
15	7	A1	N/B	3000A1/345	1426	Jct L to Elkesley Village (744m N of B6387) 1426m to Jct Rt	20125-	No
							20129	
16	8	A1(M)	S/B	1900A1M/58	1946	End of slip On at Jct 7 to studs under bridge at 1981m	1530-	Yes**
							11489	
17	8	A14	E/B	2800A14/120	1728	Studs under bridge 3742m W of A508 (bridge over) to studs under bridge at 1728m	1820-	Yes*
							2022	

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18	9	M5	N/B	1600M5/138	1264	Studs under A4019 bridge at Jct 10 to studs under next bridge	4231-	No
							30034	
19	9	A49	N/B	1800A49/320	1760	Jct R (to Stoke Prior) to River Bridge	43133-	No
							43134	
20	9	A5	W/B	3200A5/293	1641	Exit from A49/A5112 Rbt to studs under bridge at 1641m	50293-	No
							50289	
21	10	M56	W/B	0600M56/419	1898	End of slip On at Jct 10 (A49) to studs at 1898m	63410-	No
				+			63501-	
				0600M56/422			63601	
22	11	A5	S/B	2400A5/50	2007	Studs near start of 2 lanes 2.5k S of Jct B577 for 2007m to studs near end of 2 lanes (studs are at start and end of grassed central reserve).	20067-	Yes*
							20049	
23	11	M6	S/B	3400M6/430	995	Studs 2255m before start of slip Off at Jct 14 to studs at 995m	23101-	Yes*
							23001	
24	9	M42	N/B	3700M42/334	1090	Studs 1090m before start of Slip Off to Jct 10 (A5) to start of Slip Off	28687-	Yes*
							28685	
25	9	M40	S/B	3700M40/183	1403	End of slip On at Jct 17 (M42 Jct 3a) to start of slip Off at Jct 16	29504-	Yes*
							29503	
26	7	M1	S/B	1000M1/216	1600	End of slip on at Tibshelf services to studs at "Jct 28 1 mile" sign	10054	Yes*
							(now	
							9997)-	
							10052	
27	12	A616	W/B	4405A616/30	1717	Studs L Jct A629 to studs on river bridge at 1717m	61630-	Yes*
							61644	
28	10	M62	E/B	4200M62/450	1308	End of slip On at Jct 21 to studs at 1308m	22105-	Yes*
							22107	

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29	12	M18	S/B	4400M18/108	1681	End of slip On at Jct 4 (A630) to studs at 1681m	4308-	Yes*
							321	
30	12	A63	W/B	2000A63/409	2378	End of slip On at A1034 to studs at bridge over 2378m	2002-	Yes*
							30482	
31	13	M6	S/B	2300M6/291	1973	End of slip On at Jct 33 to start of slip Off to Lancaster services	18323-	Yes*
							18239	
32	10	M58	W/B	2300 M58/431	1570	End of slip On at Jct 5 to start of slip Off at Jct 4	8618-	Yes*
							20005	
33	12	A1	N/B	2700A1/242	1864	End of slip On at Bramham to start of slip Off to A659	21488-	No
				+		(may now be DBFO)	21422-	
				2700A1/252			21184	
34	14	A1(M)	N/B	1300A1M/212	1426	End of slip on at Jct 59 (A167) to studs at 1426m	17-18-19	No
				+				
				1300A1M/216				
35	13	A66	E/B	0900A66/142	1860	Studs on bridge over B5292 (1950m E of A5086 Rbt) to studs at 1860m	31347-	No
							31507	
36	13	M6	S/B	0900M6/373	1121	Start of slip Off at Jct 37 (A684) to end of slip On at Jct 37	14192-	No
				+			14187-	
				0900M6/379			14181	
37	13	M6	S/B	0900M6/351	1385	Start of slip Off to Southwaite services to end of slip On from services	14779-	No
							14766	
38	14	A1	S/B	2900A1/106	1727	Studs (road under) 2.22km before A19 bridge over to studs at 1727m (25m after Newcastle sign and 45m before	14063-	No
							14002	

						start of slip off to A19)		
39	14	A1	N/B	2900A1/380	2200	Jct Rt B6347 (to Christon Bank) to studs at start of dual c/way central reserve	11030-	No
							11101	
40	9	M54	E/B	3200M54/784	1434	Asphalt/PQC surface change @ marker post 27/7 to start slip off to J4	54006-	No
							40100	
41	6	A14	E/B	3500A14/632	5601	End slip on J54, Sproughton to start slip off J56, Wherstead	90366-	Yes*
				to			90301	
				3500A14/716				
42	6	A12	S/B	1500A12/158	1960	Baddow Park Overbridge to Slip off	40950-	Yes*
							40960	
43	5	M25	C/W	3600M25/464	2004	MP55/0 to MP57/0	21543-	Yes*
							21541	

**Notes: Operating restrictions for Table 2**

\*No survey during morning or evening peak periods

\*\* Survey at night only (i.e. after evening peak period)

S 202.4.3 The *Contractor* minimises sources of variation that affect the Survey Data from the Benchmark Sites. In particular:

- The *Contractor* must use the same individual Equipment to undertake all surveys of the Benchmark Sites in any one Survey Year,
- All the Benchmark Sites within a Region must be surveyed as a continuous operation for each of the 3 visits in each Survey Year,
- Surveys on Benchmark Sites must be carried out at a test speed as close as possible to 50 km/h. A speed correction is permissible but only for speeds between 30 km/h and 67 km/h (this differs to the speed range given in HD28/CS228),
- Test tyres must be selected following a tyre performance test prior to the start of each Survey Year. A tyre will only be acceptable for use on Benchmark Sites if it produces a mean SC value within +/- 0.02% of the group average of all tyres tested, including at least one tyre from the previous year's surveys and
- The Benchmark Sites should be surveyed as close as is reasonably practicable to the following times, while still respecting the limits of the survey periods defined in S 202.5.2.

(1) Early Period: first two weeks of the early period,

- (2) Middle Period: the middle two weeks of middle period and
- (3) Late Period: the last two weeks of the late period.

S 202.4.4 If there is an unpredictable impediment to testing at any site, (e.g. road accident, emergency roadworks, etc), then the *Contractor* must return to the site on the same day to attempt the survey again, unless the impediment is expected to last beyond daylight hours.

### **Timing of Surveys**

S 202.5.1 Surveys must be undertaken during the skid resistance measurement Survey Season which is defined as the period May 1<sup>st</sup> to October 20<sup>th</sup> inclusive.

S 202.5.2 The Survey Season must be split into three Survey Periods defined as:

- Early: 1<sup>st</sup> May to 27<sup>th</sup> June,
- Middle: 28<sup>th</sup> June to 24<sup>th</sup> August and,
- Late: 25<sup>th</sup> August to 20<sup>th</sup> October.

S 202.5.3 In each Survey Year, each Area and DBFO must be surveyed once, during the survey period specified in the Survey Rotation Pattern given in Table 3. If a specific DBFO is not indicated on Table 3, that DBFO must be surveyed within the same survey period as the Area surrounding it. Where doubt exists, the survey period for any Area or DBFO should be confirmed with the *Employer* at the start of the Survey Year.

S 202.5.4 No surveys must be undertaken outside these defined survey periods without prior written approval of the *Employer*.

S 202.5.5 In each Survey Year, each Benchmark Site must be surveyed once in each of the survey periods specified in S 202.5.2. Each survey must consist of three runs on each Benchmark Site and will be completed in accordance with the Operating Restrictions identified in Table 2 and the Notes in S 202.4.

Lots	Area	2020	2021	2022	2023	2024
Lot 1	South West	Late	Early	Middle	Late	Early
	Area 3	Early	Late	Middle	Early	Late
	Second Severn Crossing	Late	Early	Middle	Late	Early
Lot 2	Area 4	Late	Middle	Early	Late	Middle
	Area 6	Middle	Early	Late	Middle	Early
	Area 8	Middle	Late	Early	Middle	Late
	M25 DBFO	Late	Middle	Early	Late	Middle
Lot 3	Area 7	Middle	Early	Late	Middle	Early
	Area 9	Early	Late	Middle	Early	Late
	A1DD	Late	Middle	Early	Late	Middle
Lot 4	Area 10	Late	Early	Middle	Late	Early
	Area 12	Middle	Late	Early	Middle	Late
	Area 13	Early	Middle	Late	Early	Middle
	Area 14	Early	Middle	Late	Early	Middle

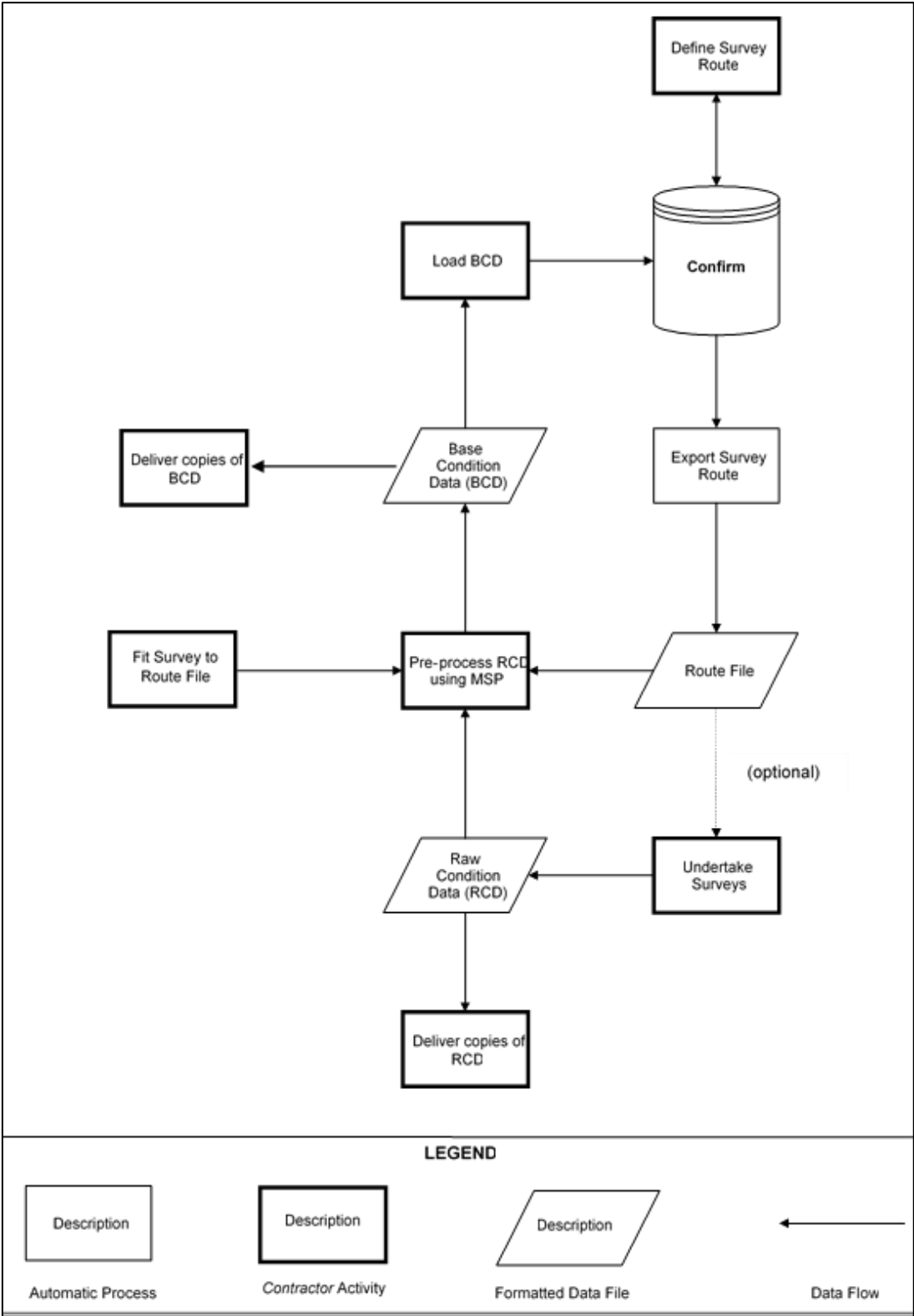
**Table 3: Survey Rotation Pattern**

### Survey Planning

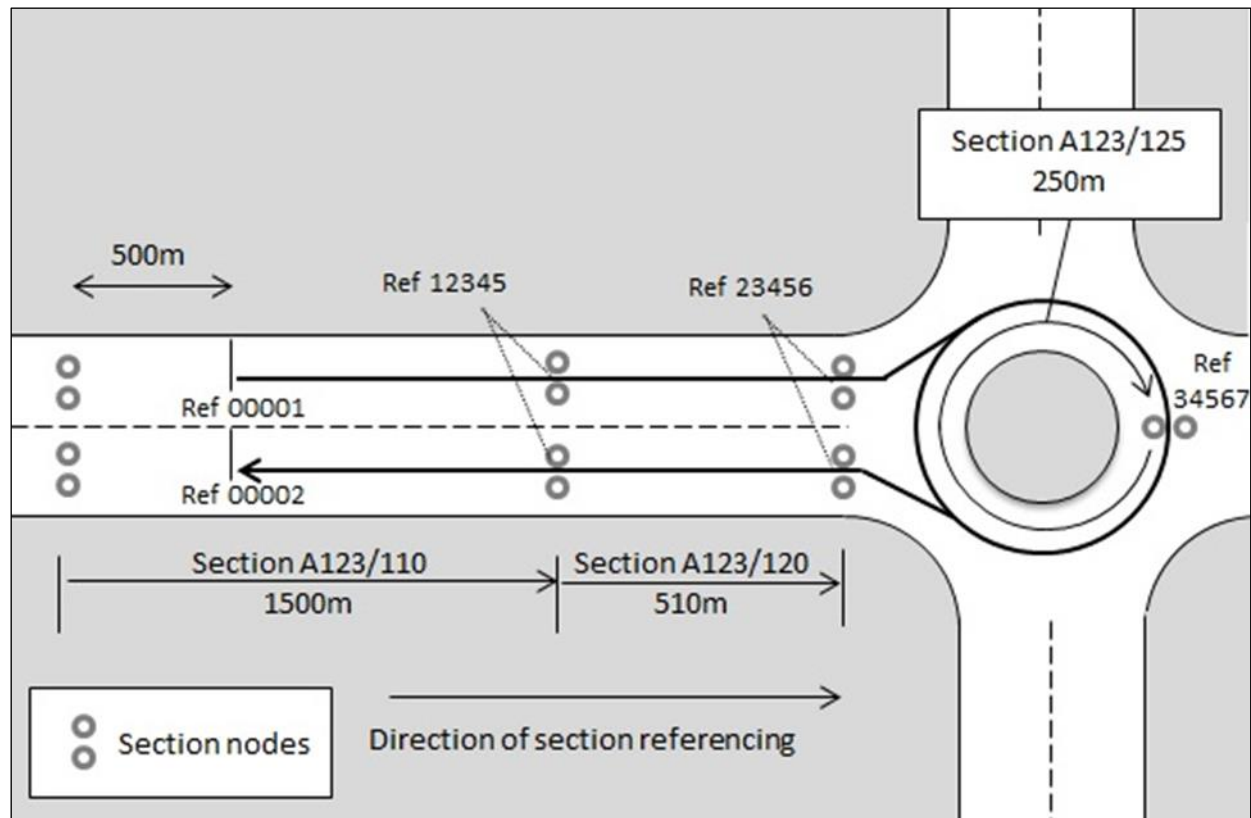
- S 202.6.1 An overview of Data Collection and Processing is given in Figure 3.
- S 202.6.2 A key component of Survey planning will be the preparation of Survey Routes. The *Contractor* will be provided with access to the network information stored in the *Employer's* database. From this information it will be possible to construct, edit, store, export and delete planned Survey Routes.
- S 202.6.3 Note that constructing a Survey Route within the *Employer's* database need not be carried out prior to the Survey. However, the processes described in the following paragraphs assume this to be the case.
- S 202.6.4 The *Contractor* should note that the network information stored in the *Employer's* database is "live", in the sense that it is regularly updated to reflect any changes. It is the responsibility of the *Contractor* to manage the fact that Sections involved in Survey Routes may be subject to change within the *Employer's* database in the interval encompassing the planning and executing of the Survey, the processing of the RCD and the loading of the BCD into the *Employer's* database.
- S 202.6.5 Subject to satisfying the requirements of the Scope, the *Contractor* will be free to define whatever Survey Routes are most appropriate and convenient to their operational requirements.
- S 202.6.6 A Survey Route must comprise an ordered list of "Survey Lanes". Each Survey Lane must be identified by:
- Section label,
  - Lane Direction Indicator,
  - Lane,
  - Start Chainage,
  - End Chainage,
  - Start location marker (LRP) label and
  - Start location (LRP) National Grid Co-ordinates.
- S 202.6.7 A Survey Lane need not (but in most cases, will) extend along the entire length of a Section.
- S 202.6.8 A Survey Route may include "dummy" Survey Lanes, of possibly unspecified length, to represent a part of the route to be taken by the Survey vehicle over which data may not be of interest.
- S 202.6.9 The Survey Route must also have an end location marker label and National Grid Co-ordinates.
- S 202.6.10 The National Grid Co-ordinates of the LRPs are recorded in the *Employer's* database, and must be delivered in the Route File when the facilities provided in the *Employer's* database are used to obtain the Route File.
- S 202.6.11 An example Survey Route is shown in Figure 4. Although Figure 4 shows the presence of marker studs at the start of Sections, this is for demonstration only and is not necessarily the case on the road Network. It cannot be assumed that such markers will be present.

- S 202.6.12 For the Survey Route shown in Figure 4, the Survey Route definition would be as shown in Table 4.

Figure 3: Overview of Survey Process (Data Flow)



**Figure 4: Example Survey Route**



**Table 4: Example Survey Route**

Sequence	Section Label	Lane Direction Indicator	Lane	Start Chainage	End Chainage	Start Location Marker (LRP) Label	Start reference co-ordinates (E,N)	Notes
1	A123/110	EB	Lane 1	500	1500	00001	122450.000, 543210.000	1,2,
2	A123/120	EB	Lane 1	0	510	12345	123450.000, 543210.000	
3	DUMMY	N/A	N/A	N/A	N/A	23456	123960.000, 543210.000	3
4	A123/125	CW	Lane 1	0	250	34567	124470.000, 543208.000	
5	DUMMY	N/A	N/A	N/A	N/A	34567	124470.000, 543208.000	3
6	A123/120	WB	Lane 1	510	0	23456	123960.000, 543206.000	4
7	A123/110	WB	Lane 1	1500	500	12345	123450.000, 543206.000	1,4
Survey End Location Marker Label						00002	122450.000, 543206.000	1,2

Notes for Table 4:

1. Survey Lanes cover only part of the length of Section A123/110.
2. Start location marker label “00001” and end location marker label “00002” would typically be defined when using the route building software. They would normally be (but need not be) unique within the Survey Route. The choice of 5-digit numbers as location marker labels shall not be mandatory within the software, but is current practice.
3. Dummy lanes are included within the route to cover the path of the Survey vehicle on to and off the roundabout. The distance covered by the vehicle within this Survey lane is undefined and any condition data recorded within this Survey lane will not be used within the *Employer's* database.
4. Chainages are measured in the direction of section referencing and are reversed when surveying in the opposite direction to section referencing on a 2-way single carriageway. Within the *Employer's* database, each Section shall have a Section Direction Indicator with which the Survey Lane Direction Indicator can be compared. Typical Direction Indicators are NB – Northbound, EB – Eastbound, SB – Southbound, WB – Westbound, CW – Clockwise, AC – Anti-clockwise.

### Checking the Data

- S 202.7.1      At the completion of the Survey the *Contractor* must check the Survey Data to:
- Ensure that the Survey Data meets the accuracy requirements and
  - Determine whether any repeat Surveys are required to resolve issues with coverage or data accuracy.
- S 202.7.2      Attention must be paid to the accuracy of the location referencing, as poor measurement of this data will affect the data for the whole of the Survey Route. Should the accuracy of these measurements be unacceptable, then it will be necessary to repeat the Survey until data of acceptable level of accuracy can be obtained.

### Processing the Survey Data to deliver RCD and BCD using the Machine Survey Pre-processor

- S 202.8.1      At the completion of the Survey the *Contractor* must process the Survey Data as necessary to obtain the RCD.
- S 202.8.2      Once RCD has been obtained for a Survey Route, the *Contractor* must use the Machine Survey Pre-processor (MSP) to carry out the necessary pre-processing of the RCD. To minimise the likelihood of any changes to the Network, which would prevent the data being loaded into the *Employer's* database, this should be done as soon as possible after the completion of a Survey.
- S 202.8.3      The *Employer* will provide the *Contractor* with a copy of the MSP to process the RCD.

The MSP will:

- Read and validate the format and consistency of the RCD,
- Validate the measured values,
- Calculate the Derived Values,
- Determine the elapsed chainage of the start and end of each Survey Lane within the Survey and
- Output the Derived Values and fitting information as Base Condition Data (BCD).

### Validation

- S 202.9.1 The validation process carried out by the *Contractor* must check that the format of the RCD agrees with that required and that the values delivered within the RCD fall within the limits specified within the Parameter File.

### Fitting the Survey to the Survey Route

- S 202.10.1 The *Contractor* must provide the RCD and the Route File to the MSP.
- S 202.10.2 Differences in measured and expected lengths between references must be compared with limits defined within the Parameter File.
- S 202.10.3 Where a Survey Section Length differs from the Section Length recorded in the Route File by more than 50m, or 20% of the Section Length\* (whichever is the less) the *Contractor* must firstly ensure that the difference has not arisen from an error in the RCD or Survey procedure. If it is concluded that the length or National Grid Co-ordinates defined in the *Employer's* database (and thus within the Route File) are in doubt, then the *Contractor* must report the disagreement to the *Employer*. The *Employer* shall instruct the *Contractor* on what action to take. (\*For sections defined as Roundabouts the limits increase to 100m, or 50% of the Section Length.)
- S 202.10.4 For route fitting the following facilities shall be provided to the *Contractor* in the MSP:
- The facility to edit the Survey Route (read from the Route File).
  - The facility to add to, edit and delete the “known sections” (i.e. those read from the Route File).
- S 202.10.5 These facilities should only be used for any individual route with prior agreement of the *Employer* in relation to the processing of that route.
- S 202.10.6 Note that, if a Survey has covered sections that were not included within the original route file, a new route should be built within the *Employer's* database and exported. However, it is recognised that it may not be possible to do this. The user of the facilities should be aware that the “known section” data will be included within the BCD and will be compared, during the load BCD process, with the current network definition within the *Employer's* database. If any discrepancies are found, the entire data set will be rejected.
- S 202.10.7 Neither the original Survey Route (contained in the Route File) nor the RCD will be

modified by the processes described above.

### Obtaining the BCD

- S 202.11.1 On successful completion of the fitting process the MSP will process the RCD to obtain the BCD.

### Loading the BCD

- S 202.12.1 A facility will be provided for loading BCD into the *Employer's* database.
- S 202.12.2 In general, the load BCD process must:
- Read and validate the format and consistency of the BCD,
  - Validate the Survey "header" data,
  - Validate the parameters used in processing by the MSP,
  - Validate the condition data,
  - Validate the section data,
  - Validate the Survey lane data and, if all validations are satisfied,
  - Load the data into the *Employer's* database.
- S 202.12.3 The data loaded into the *Employer's* database must include the Survey Route definition.

### Providing Raw Condition Data for Archiving

- S 202.13.1 Once the *Contractor* has successfully loaded the BCD into the *Employer's* database, copies of the RCD and the BCD must be provided to the *Employer* for archiving.
- S 202.13.2 It is the responsibility of the *Contractor* to provide the secure storage medium on which these Data are delivered.
- S 202.13.3 The *Contractor* must retain the RCD, Route Files and BCD, securely in their original format for a minimum of six years.
- S 202.13.4 The Employer has defined file formats for Route Files and RCD Files. A copy of these text file formats will be provided by the Employer on request. The Contractor must ensure that the format of all delivered Route and RCD Files comply with the current format defined by the Employer.
- S 202.13.5 Due to ongoing developments, it may be necessary for the Employer to modify the RCD and/or Route file formats from time to time. Should modifications be made the Employer will provide the Contractor with a definition of the revised file format, and the date from which the modified formats are to be implemented.

## S 203 Samples

Not Used

## S 204 Management of tests and inspections and provisions of samples

### Location Referencing

- S 204.1.1 All data collected by the Equipment must be uniquely referenced in relation to Section and Lane.
- S 204.1.2 Where National Grid Co-ordinates are applied to determine the elapsed chainage of the Location Referencing Points (LRP's) within the RCD, the LRP must be detected to an accuracy of  $\pm 1\text{m}$  of the reference National Grid Co-ordinates of the LRP.
- S 204.1.3 All data measured must be referenced to a longitudinal position on the road to within an accuracy of  $\pm 1\text{m}$  from the nearest LRP for elapsed distances from the LRP up to 1000m. For elapsed distances from the LRP greater than 1000m all data measured must be referenced to within an accuracy of  $\pm 0.1\%$ .
- S 204.1.4 The accuracy of the Location Referencing:
- Must be unaffected by the operating speed of the Equipment or by the Road Geometry,
  - Must be consistent and stable throughout any period of data collection, being unaffected by changes in the Equipment (for example resulting from "warming up" of vehicle tyres, and
  - The *Contractor* must demonstrate and implement an approach to deliver this measurement stability.

### Average Speed

- S 204.2.1 The Equipment must provide a measurement of the average operating speed during the Survey for each 10m sub-section length.
- S 204.2.2 The average speed must be measured to within an accuracy of  $\pm 1\text{ km/h}$ .
- S 204.2.3 The average speed must be reported in km/h.

### 3-Dimensional Spatial Co-ordinates

- S 204.3.1 The Equipment must provide 3-Dimensional Spatial Co-ordinates of the position of the Equipment during the Survey at points separated by 5m of longitudinal distance travelled.
- S 204.3.2 The 3-Dimensional Spatial Co-ordinates must be expressed as OSGB36 National Grid Co-ordinates.
- S 204.3.3 The 3-Dimensional Spatial Co-ordinates must be reported in metres with a resolution of three decimal places.
- S 204.3.4 If National Grid Co-ordinates are derived from measurements of position obtained using an automated method, such as satellite technology, e.g. the Global Positioning System (GPS) operated by the United States Department of Defence. The Equipment must have

the capability to compensate for any errors arising from signal loss or positional errors, such that National Grid Co-ordinates are provided under all Survey conditions to the required level of accuracy.

- S 204.3.5 National Grid Co-ordinates must be provided to an accuracy such that:
- At least 90% of the measured positions lie within a horizontal error of 2m or better from the True position
  - At least 95% of the measured positions lie within a horizontal error of 4m or better from the True position
  - The horizontal error between the measured position and the True position must never exceed 20m.

### **Skid Resistance**

- S 204.4.1 The Equipment must provide SR(s) measurements during the Survey for each 10m sub-section length. SR(s) is the Sideway Force Coefficient, measured at test speeds, multiplied by 100.

### **Data for Benchmark Sites**

- S 204.5.1 In addition to the data in S 204.1 to S 204.4, the *Contractor* must provide additional data for the Benchmark Sites as detailed below.
- S 204.5.2 The *Contractor* must provide high resolution videos or photographic images of each Benchmark Site at the time of each survey to show the road and weather conditions. The videos may be taken from the survey vehicle cab during the survey run.
- S 204.5.3 An operator's report must be produced for every survey at a site. Specific notes must be made of any unusual conditions which could influence the test results. The operator should also note any other information which may be useful when analysing the results, such as whether it appears that the carriageway has been resurfaced with the last 12 months. The *Contractor* must make the *Employer* aware as soon as possible of any site where the measurements may be invalid or unrepresentative of normal conditions.
- S 204.5.4 The *Contractor* must maintain a Directory of Benchmark Sites, which is to be updated after each survey, and must include the location details as given in Table 2, operating restrictions in force, a history of physical changes observed, such as deterioration or maintenance of the surface and annotated diagrams showing key features of each Benchmark Site.

### Variation in Pre-processing Procedure

- S 204.6.1 The *Contractor* must notify the *Employer* if he believes that either the MSP or the *Employer's* information management systems are not operational.
- S 204.6.2 The *Employer* must assess the operational capability of the information management systems or the MSP (as appropriate), and must serve a Non-Operation Notice if appropriate.
- S 204.6.3 If the *Employer* serves the *Contractor* a Non-Operation notice, the *Contractor* must continue to collect RCD in accordance with this Scope but must cease loading BCD into the information management systems until the *Employer* provides the *Contractor* with an Operation Notice.
- S 204.6.4 The currency of a Non-Operation Notice must be from the *Employer* serving the Non-Operation Notice until the *Employer* serves an Operation Notice.
- S 204.6.5 For the avoidance of doubt, where a Non-Operation Notice is not current, the *Contractor* must process any RCD in accordance with this Scope.

On being served with an Operation Notice, the *Contractor* must process any RCD in accordance with this Scope as soon as practicable and in any event within twenty-eight (28) Days of the Operation Notice to clear the backlog of RCD.

### S 205 Covering up completed work

Not used

### S 206 Training

Not used

### S 207 Security

- S 207.1.1 The *Contractor* prepares a robust information security plan complying with *Employer's* Data Handling Policy for Supply Chains provided by the *Employer* and any additional cyber security policy, and submits it to the *Employer* for acceptance. The *Contractor* includes the security plan in its quality management systems. The security plan includes procedures which include but not limited to;
- Ensure compliance with the Data Protection Acts and General Data Protection Regulations,
  - Protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
  - Ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,

- Protect IT systems from viruses and similar threats,
- Provide for disaster recovery, and ensure that all data (including Personal Data) is safely backed-up and
- Provide for the vetting of its employees and Sub-Contractor's staff in accordance with the Employer's staff vetting procedures

S 207.1.2 The Contractor provides training for its employees and Sub-Contractors in accordance with the Employer's security policy and the security plan.

S 207.1.3 The Contractor does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to provide the Services.

S 207.1.4 On Completion or earlier termination, the Contractor gives to the Employer all Personal Data held by them and destroys electronic and paper copies of such data in a secure manner.

## S 208 Deleterious and hazardous materials

Not used

## S 209 Service and other things to be provided by the Contractor for the use by the Client or others

Not used

## S 210 Requirements of others

Not used

## S 300 Constraints on how the Contractor Provides the Service

S 300.1.1 The accreditation, quality assurance and audit procedures will be applied to ensure that the data provided by the Contractor remains valid throughout the duration of the Surveys. Details of these procedures are provided in "Accreditation and Quality Assurance of Sideways Force Skid Resistance Survey Devices" document available on the UK Roads Liaison Group (UKRLG) website:  
<http://www.ukroadsliaisongroup.org/en/utilities/document-summary.cfm?docid=C0B23520-245A-4FA8-B4E4273735FED9A8>

### Accreditation

S 300 2.1 Accreditation of the Equipment must be in accordance with "Accreditation and Quality Assurance of Sideways Force Skid Resistance Survey Devices", Sections D and E of the above document.

- S 300.2.2 Equipment must meet the levels defined as “high” for OSGR data in the sideways-force skid resistance accreditation and QA document (above).

#### Quality Assurance

- S 300.3.1 The Contractor’s quality assurance procedures must be in accordance with “Accreditation and Quality Assurance of Sideways Force Skid Resistance Survey Devices”, Section F of that document.

#### Audit

- S 300.4.1 The Auditor undertakes checks of the Contractor’s quality assurance procedures as set out in Section G of “Accreditation and Quality Assurance of Sideways Force Skid Resistance Survey Devices”.

### S 301 General constraints

#### Data Validity and Coverage

- S 301.1.1 The data collected by the Surveys must comply with the accuracy requirements given in Section 204. Any data provided by the Equipment that fails to meet the accuracy requirements must be considered as non-Valid Data.
- S 301.1.2 The overall minimum coverage requirements are summarised in Table 5. These coverage requirements define the percentage of the length of each Section Type of the Eligible Network for which Valid Data must be reported for each item of Survey Data.
- S 301.1.2 Notwithstanding exceptional weather conditions, lengthy access restrictions or other restrictions outside the control of the *Contractor*, lengths where the coverage requirements to Table 5 are not met must be subject to re-survey by the *Contractor*.

**Table 5: Coverage Requirements by Parameter**

Measured Parameter	Coverage Required (%)	Maximum Continuous Length of Missing or non-Valid Data within any 1km length (m)
SR(s)	99	50
Average Speed	99	50
National Grid Co-ordinates	99	50

### Environmental Management

- S 301.2.1 In providing the services the *Contractor* satisfies the *Employer's* [Licence Agreement](#) with the Secretary of State for Transport statutory directions and guidance to the strategic highways company Part 5.23 for Environment.
- S 301.2.2 The *Contractor* also complies with the *Employer's* [Environmental Strategy](#) to conserving energy, water, resources, reduce waste and minimise the release of greenhouse gases.

### Supplier Performance

- S 301.2.1 The *Contractor* self-assesses performance in accordance with the Collaborative Performance Framework (CPF) and submits copies to the Project Sponsor.

## S 302 Confidentiality

- S 302.1 In Providing the Service the *Contractor* complies with the *Client's* confidentiality and publicity restrictions, which are:
- Within two weeks of the end of the *service period* or termination of the *Contractor's* obligation to Provide the Service, the *Contractor* returns to the *Client* any confidential or proprietary information belonging to the *Client* in the *Contractor's* possession or control and deletes (and procures that any sub*Contractor* (at any stage of remoteness from the *Client*) deletes) any electronic information or data held by the *Contractor* or any sub*Contractor* (at any stage of remoteness from the *Client*) relating to the *Client* or the contract.

## S 303 Security and protection of the Site

Not used

## S 304 Security and identification of people

- S 304.1 The *Contractor* carries out basic security checks on his employees and sub*Contractors* before they are involved in Providing the Service. The checks are carried out in accordance with the *Client's* procedures, which are BPSS compliance, see [Annex B](#).

## S 305 Protection of property affected by the service

Not used

## S 306 Protection of the work on the property affected by the service

Not used

### **S 307 Condition survey**

S 307.1 The *Contractor* carries out condition surveys and any associated reinstatement works.

### **S 308 Consideration of others**

Not used

### **S 309 Industrial relations**

Not used

### **S 310 Control of works**

Not used

### **S 311 Cleanliness**

Not used

### **S 312 Waste materials**

Not used

### **S 313 Project team - others**

Not used

### **S 314 Communications system**

S 314.1 The *Contractor* must agree to communicate with the *Employer* by any means he seems reasonable necessary. This includes but is not limited to weekly telephone conversation regarding survey progress.

### **S 315 Management procedures**

S 315.1.1 The *Contractor* must deliver reports on the progress of the Surveys, this must also include a report on all data that is loaded and independently checked ready for further analysis no later than 22<sup>nd</sup> Day of each reporting month or any to the *Employer*. The progress reports must provide the following information as a minimum:

- The total length surveyed in the reporting period, broken down by Survey Period, Region, Area or DBFO, and Section Type,

- The cumulative length surveyed, also represented as a percentage and broken down by Survey Period, Region, Area or DBFO, and Section Type, and the cumulative length of the Network surveyed to date,
- The cumulative length of Survey Data delivered, broken down by Survey Period, Region, Area or DBFO, and Section Type,
- A list of Survey Lanes within the Eligible Network which the *Contractor* was either unable to Survey or which the *Contractor* proposes not to Survey, together with the reason,
- A list of Survey Lanes within the Eligible Network for which the *Contractor* was unable to deliver valid data, together with the reason,
- Reports of any accidents, incidents, equipment failures or breakdowns,
- Any issues that have arisen that may affect the accuracy of the Survey Data and
- A timetable for surveys in the subsequent reporting periods.

- S 315.1.2 The *Contractor* must attend a start and end of Contract meeting, a start and end of season meeting, ad-hoc meetings by telephone, face to face and Skype and any other meetings requested by the *Employer* throughout the year that the *Employer* may reasonably require. Face to face meetings are to be held at the offices of the *Employer*, *Auditor* or *Contractor*, as selected by the *Employer*, and attended by the *Contractor's* Project Manager and Survey Manager.
- S 315.1.3 The *Contractor* must provide a copy of a Network Level Exceptions Report by area within twenty-eight (28) Days of completion of Survey Season which highlights the missed Chart Sections, section type, chainage and length that were unable to be surveyed and valid reason describing the cause for the missed sections.

### **Project Performance Indicators**

- S 315.2.1 The *Contractor* records performance monthly in liaison with the *Employer*. The *Contractor* assists the *Employer* in the development of this measurement toolkit by proposing and developing ways in which improvements can be made to the toolkit. No changes are implemented unless agreed in writing.
- S 315.2.2 Interim assessments are made by the *Contractor* at fortnightly intervals and are reported in advance of progress meetings. If the interim assessments indicate that a performance target is not likely to be met, the *Contractor* submits proposals for changes to procedures to the *Employer* for acceptance. At the end of each task, a final self-score report is produced and agreed with the Project Sponsor. The *Contractor* prepares an Improvement Plan showing how performance will be improved during any further tasks.

### **Project Management**

- S 315.3.1 The *Employer* may use material provided by the *Contractor* under this contract for any purpose.
- S 315.3.2 The *Contractor* does not enter into commitments when dealing with third parties that might impose any obligations on the *Employer* except with the written consent of the *Employer*.
- S 315.3.3 The *Contractor* reports on the performance of the Services and attends all meetings arranged by the *Employer* for the discussion of matters connected with the performance of the Services.
- S 315.3.4 The *Contractor* delivers to the *Employer* on completion the final 'deliverable' version of any data in an agreed format.
- S 315.3.5 If this Contract is terminated the *Contractor* delivers to the *Employer* all work completed to date including drafts of each deliverables that have not been completed.
- S 315.3.6 If information is to be exchanged electronically, the *Contractor* complies with the *Employer's* procedures for safeguarding the connection and the format of transmitted data.

- S 315.3.7 The *Contractor* provides to the *Employer* copies of such records and documents as the *Employer* requests.

**Quality Management**

- S 315.4.1 In addition to any other quality system in operation, the *Contractor* also complies with the Accreditation and Quality Assurance processes defined in Section 300 of this Scope.
- S 315.4.2 The *Contractor* ensures that Surveys carried out with the Equipment are carried out only by competent drivers and operators. The *Contractor* is responsible for the training and instruction of all drivers and operators and for ensuring that they comply with the *Employer's* requirements for Surveys.
- S 315.4.3 The *Contractor* will submit a Quality Plan to the *Employer* that covers all aspects of this Contract, and detailing the Quality Assurance procedures to be applied to ensure that the data provided to the *Employer* remains valid throughout the duration of the Contract. The Quality Plan includes, although not be limited to, procedures for:
- Maintenance and calibration of Survey Equipment,
  - Training of staff executing the Contract,
  - Planning and Operation of Surveys,
  - Health and Safety during Operation of Surveys,
  - Checking, processing and delivery of Survey Data and
  - Addressing issues that arise that may affect the quality of the survey data.
- S 315.4.4 The Quality Plan incorporates the proposals in the Quality Statement and is sufficiently detailed to demonstrate how the *Contractor* will achieve each of the commitments in the Quality Statement and meet the *Employer's* objectives for the Contract.
- S 315.4.5 The *Employer* notifies the *Contractor* if he considers that the Quality Plan does not comply with the requirements of this Contract. Following such notification, the *Contractor* reviews the Quality Plan and reports to the *Employer* setting out his proposed changes within seven (7) Days. If the *Employer* accepts the proposals the Quality Plan is changed within seven (7) Days.
- S 315.4.6 The *Employer* will appoint an Auditor to monitor the application of the Quality procedures.

- S 315.4.7      The Auditor may carry out audits of the *Contractor's* quality management system from time to time. The Contractor allows access to any systems that relates to this Contract for the Employer and/or Auditor to carry out audits. The *Contractor* allows access at any time within working hours to any place where he or any Sub *Contractor* carries out any work that relates to this Contract for the *Employer* and/or Auditor to carry out audits, to inspect work and materials and generally to investigate whether the *Contractor* is performing his obligations under this Contract
- S 315.4.9      The *Auditor*:
- Checks that the Equipment and the operation of the Equipment by the *Contractor* meet the requirements of this Scope,
  - Monitors the application of the Quality Assurance procedures detailed in the Quality Plan and carries out audits,
  - Conducts checks on the RCD and BCD delivered,
  - Carries out audits as defined in S 301.4.1 and
  - Provides guidance and advice to both the *Employer* and the *Contractor* as appropriate.
- S 315.4.10      Should the *Employer* or *Auditor* consider that the quality of Survey is affecting the accuracy of any part of the Survey Data; the *Employer* may suspend the Accreditation of the *Contractor* to carry out Surveys until sufficient competence has been demonstrated by the *Contractor* via an appropriate test determined by the *Employer*.
- S 315.4.11      Following notification of a Defect, the *Contractor* submits to the *Employer* for acceptance the corrective and preventative action that he proposes to take to deal with the nonconformity within seven (7) Days. The *Contractor* does not act to deal with the nonconformity until the *Employer* has accepted his proposals by written means.
- S 315.4.12      Within seven (7) Days of the *Contractor* submitting the proposed corrective and preventative action to him for acceptance, the *Employer* either accepts the proposal or notifies the *Contractor* of his reason for not accepting it. A reason for not accepting the proposed action would be that it does not ensure that nonconformities do not recur, or it does not comply with the Scope.
- S 315.4.13      If the *Employer* does not accept the proposed action, the *Contractor* submits a revised proposal to the *Employer* for acceptance within seven (7) Days.
- S 315.4.14      The *Contractor* corrects the nonconformities and acts to eliminate the causes of actual or potential nonconformities within a time which minimises the adverse effect on the *Employer*. The *Contractor* ensures survey continuity throughout the period(s) of nonconformity using a back-up machine.

- S 315.4.15 The *Contractor* notifies the *Employer* when the proposed actions have been taken and provides with his notification verification that the defective part of the *Services* has been corrected.
- S 315.4.16 The *Contractor* is required to apply the Quality Assurance procedures, including carrying out any Surveys or data processing required by the Auditor, at their own cost.
- S 315.4.17 The *Contractor* delivers to the *Employer*, on an annual basis or as required, copies of all Quality Assurance records produced in accordance with this Scope.

### **S 316 Contractor's application for payment**

- S 316.1 The *Contractor* will issue invoices to the *Client* via the Project Sponsor three times a year following the three Skid Survey periods for Lots 1-4. Invoices for the Benchmark Sites will be submitted once annually. Invoices must contain the Purchase Order number which the Project Sponsor will confirm.

### **S 317 Co-ordination**

- S 317.1.1 The *Contractor* is to liaise with the *Client* by contacting the named Project Sponsor regarding any changes or queries regarding the schedule of the Surveys.

### **S 318 Co-operation**

Not used

### **S 319 Sharing the property affected by the service with others**

Not used

### **S 320 Authorities and utilities providers**

Not used

### **S 321 Health and safety requirement**

- S 321.1.1 In addition to complying with UK health and safety legislation, the *Contractor* complies with the *Employer's* rules, regulations, health and safety policies and any safety and security instructions notified to the *Contractor*. The *Contractor* must have vehicle insurance and health and safety plans in place to survey in the live carriageway. The *Contractor* must retain a copy of their Risk Assessments and Method Statements with them at all time when undertaking Surveys and update these if, and when incidents occur. The *Employer* may ask for a copy of these documents.

- S 321.1.2 The *Contractor* reports to the *Employer* any accidents to people employed by the *Contractor* which require to be reported in accordance with relevant health and safety legislation.
- S 321.1.3 Notwithstanding Clause 321.1.2, the *Contractor* reports all accidents and near misses related to this Contract.
- S 321.1.4 The *Contractor* and the *Employer* notify each other of any known special health and safety hazards which may affect the performance of the Services. The *Contractor* informs and instructs people employed by them on the hazards and any necessary associated safety measures.
- S 321.1.5 Breaches of health and safety procedure, or incidents which could affect or have affected the health and safety of staff or the public must be recorded and reported to the *Employer*, in accordance with the *Employer's* health and safety procedures.

## S 322 Method statements

- S 322.1 The *Contractor* must complete and submit method statements and risk assessments to the *Client* via the Project Sponsor at the start of the contract and at least two weeks prior to any surveys being carried out. Revised method statements and risk assessments must be submitted to the Project Sponsor if there are any subsequent changes to the programme or on a monthly basis.

## S 323 Legal requirements

- S 323.1 The *Contractor* must abide by all legal requirements to drive and complete surveys on the Network.

## S 324 Inspections

- S 324.1 The *Contractor* must present the survey risk assessments and method statements at the start of each survey year to the *Employer*. Any new risks must be recorded, and measures must be put in place to reduce these risks. The *Contractor* must provide the *Employer* with a copy of the risk registered as and when new risks are identified.

## S 325 Pre-Construction Information (UK specific, CDM Regulations 2015)

- S 325.1.1 All works undertaken as part of any contract awarded are required to adhere to CDM Regulations 2015.

## S 326 Environmental requirements

- S 326.1 In Providing the Service the *Contractor* complies with the *Client's* environmental policy and procedures (see link at Annex A).

## S 327 Energy efficiency

- S 327.1 The *Contractor*,
- S 327.2
- Complies with the requirement of the Procurement Policy Note 07/14 entitled “Implementing Article 6 of the Energy Efficiency Directive” (“**PPN 07/18**”) (see link at Annex A) and any supplementary Procurement Policy Notes in Providing the Service.
- S 327.3
- Ensures that any new products purchased by it for use partly or wholly in Providing the Service comply with the standard products in Directive 2012/27/EU (see link at Annex A).
- S 327.4
- Demonstrates efficiency in resource use and maximisation of re-use and recycling of materials to support the *Client's* “circular economy” ambition as stated in the *Client's* Sustainable Development Strategy (see link at Annex A).
- S 327.5
- Ensures that any new products purchased by a sub*Contractor* for use partly or wholly in the performance of its obligations under its subcontract complies with the standard for products in Directive 2012/27/EU
- S 327.6
- Ensures that sub*Contractors* demonstrate to the *Contractor* how any new products purchased by the sub*Contractor* for use partly or wholly in the performance of its obligations under a subcontract complies with the requirements of PPN 7/14 and
- S 327.7
- Includes requirements to the same effect in any subsubcontract (at any stage of remoteness from the *Client*).
- S 327.8 The *Contractor* demonstrates to the *Client* how any new products purchased by it for use partly or wholly in Providing the Service comply with the requirements of PPN 7/14.

## S 328 Insurance

- S 328.1 The *Contractor* is required to have in place the required insurances described in the insurance table shown in Annex C.
- S 328.2 The *Contractor* discharges all its obligations under the Insurance Act 2015 when placing, renewing, amending or maintaining any insurances required by this contract, including
- complying with the duty of fair presentation to insurers and

- taking the actions needed to protect the *Client's* separate interests where the *Client* is required to be named as an insured party.

## S 329 Reporting Small and Medium Enterprises (SME's)

- S 329.1      An SME is;
- a sub*Contractor* or
  - a subsub*Contractor*
- and
- is autonomous
  - is a European Union enterprise not owned or controlled by a non-European Union parent company
  - for a medium sized enterprise (medium class) employs fewer than 250 staff, has turnover no greater than 50 million Euros and does not have a balance sheet greater than 43 million Euros,
  - for a small sized enterprise (small class) employs fewer than 50 staff, has turnover no greater than 10 million Euros and does not have a balance sheet greater than 10 million Euros and
  - for a micro sized enterprise (micro class) employs fewer than 10 staff, has turnover no greater than 2 million Euros and does not have a balance sheet greater than 2 million Euros.
- S 329.2      For each SME employed on the *service*, the *Contractor* reports to the *Client* each quarter from the *starting date* and throughout the *service period*:
- the name of the SME,
  - the class of SME (medium, small or micro),
  - the value of the contract undertaken by the SME,
  - the monthly amounts paid to each SME in the quarter and
  - the aggregated value paid to paid to each SME since the *starting date*.
- S 329.3      The *Contractor* acknowledges that the *Client* may
- publish the information supplied in accordance with this section, along with the names of the SMEs, the *Contractor's* name and this contract name and;
  - pass this information supplied under this clause to any Government Department who may then publish it along with the names of the SMEs, the *Contractor's* name and this contract name.

S 329.4

The *Contractor* ensures that the *conditions of contract* for each sub*Contractor* who is an SME include

- a term allowing the *Client* to publish the information supplied under this and
- obligations substantially similar to those set out in this section.
- The *Contractor* further ensures that the *conditions of contract* for each sub*Contractor* include a requirement that the *conditions of contract* for any subsub*Contractor* engaged by the sub*Contractor* who is an SME include obligations substantially similar to those set out in this section.

## S 330 Apprenticeships

Not used.

## S 331 Data Protection

S 331.1

Definitions:

- **Data** is all Personal Data collected, generated or otherwise processed by the *Contractor* in the course of Providing the Service.
- **Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data held by the Processor for the purposes of this contract, and/or actual or potential and/or destruction of Personal Data in breach of this Agreement, including any Personal Data breach.
- **Data Protection Impact Assessment:** an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
- **Data Protection Legislation** is:
  - i. the General Data Protection Regulation (EU2016/679)
  - ii. the LED (Law Enforcement Directive (Directive (EU) 2016/680)
  - iii. the Data Protection Act 2018 and
  - iv. any other data protection laws and regulations applicable in England and Wales.
- **Data Subject** is an individual who is the subject of Personal Data
- **Data Subject Request** is a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
- **EEA** is the European Economic Area
- **Joint Controllers** means where two or more Controllers jointly determine the purposes and means of processing.
- **Personal Data** is any data relating to an identified or identifiable individual that is within the scope of protection as “personal data” under the Data Protection Legislation.
- **Protective Measures** are appropriate, technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring

confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it including those outlined in PPN 02/18.

- **Security Incident** is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data.
- **Sub-Processor** is a third party (including Associated Company) engaged by the *Contractor* to process Data.
- **Supervisory Authority** is any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Legislation.

S 331.2 For the purposes of this contract and the Data Protection Legislation:

- for the purposes of this section only the *Client* is the Controller, and
- the *Contractor* is the Processor [unless otherwise specified in Appendix G] and
- this section and Appendix G (data protection) together constitute a data processing agreement where required by the Data Protection Legislation.

S 331.3 The *Contractor* processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of Providing the Service.

S 331.4 The *Contractor* complies with the requirements of Procurement Policy Note 02/18 entitled 'Changes to Data Protection Legislation & General Data Protection Regulation' ('PPN 02/18') or any later revision (see link at Annex A) and any related supplementary Procurement Policy Notes in Providing the Service.

S 331.5 The *Contractor* does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Legislation by either Party.

S 331.6 The *Contractor* obtains and maintains until the end of the *service period* all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Legislation in respect of Providing the Service.

S 331.7 The *Contractor* only processes Data to the extent it relates to;

- the types of Data,
- the categories of Data Subject and
- the nature and purpose

Set out in Appendix G (data protection) and only for the duration specified in Appendix G (data protection).

- S 331.8 Without prejudice to paragraph S 331.3 the *Contractor* processes the Data only in accordance with the instructions of the *Client* unless the *Contractor* is required to process Data for other reasons under the laws of the European Union (or a member state of the EEA) to which the *Contractor* is subject. If the *Contractor* is required to process the Data for these other reasons, it informs the *Client* before carrying out the processing, unless prohibited by relevant law.
- S 331.9 The *Contractor* immediately informs the *Client* if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.
- S 331.10 The *Contractor* has in place and maintains in accordance with then good industry practice for as long as it holds any Data taking into account the state of the art, the costs of implementing, the harm that might result from a Data Loss Event and the nature, scope, context and purposes of processing
- appropriate technical and organisational measures to protect the Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and
  - adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any equipment used to process the Data.
- in each case to ensure that the *Contractor's* processing is in accordance with the Data Protection Legislation and protects the rights of Data Subjects
- S 331.11 The *Contractor* submits details of its Protective Measures to the *Client* for acceptance. A reason for not accepting them is that they are not appropriate to protect against a Data Loss Event. Acceptance (or a failure to reject) by the *Client* does not amount to approval by the Controller of the adequacy of the Protective Measure.
- S 331.12 The *Contractor* ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in clause Z5 (Confidentiality in the Contract Data) and this section and are aware of the *Contractor's* obligations under the contract and the Data Protection Legislation.
- S 331.13 The *Contractor* ensures access to the Data is limited to those persons who need access in order for the *Contractor* to Provide the Service and (in each case) to such parts of the Data as are strictly necessary for performance of that person's duties.
- S 331.14 Not used

- S 331.15 On request, the *Contractor*, takes all necessary actions and provides the *Client* with all reasonable assistance necessary for the *Client* to comply with a Data Subject Request, including;
- the provision of access to, and information relating to, Data,
  - the rectification of inaccurate Data,
  - the permanent erasure of Data
  - the restriction of processing of Data,
  - the provision of a copy of Data in machine readable format, and
  - the transfer of Data to a third party.
- S 331.16 The *Contractor* immediately notifies the *Client* if it receives
- a Data Subject Request (or purported Data Subject Request);
  - a complaint or request relating to the *Client's* obligations under the Data Protection Legislation, or
  - a request from any Supervisory Authority for assistance or information, unless provided by relevant law.
- S 331.17 The *Contractor* assists and co-operates with the *Client* in relation to any complaint or request received, including
- providing full details of the complaint or request
  - complying with the request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the *Client* and
  - promptly providing the *Client* with any Personal Data and any other information requested by it to enable it to respond to the request.
- S 331.18 The *Contractor* does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the *Client*. Where the *Client* agrees, the *Contractor*
- Provides evidence (acceptable to the *Client*) of appropriate safeguards as required by the Data Protection Legislation and
  - Complies with the instructions of the *Client*.
- S 331.19 The *Contractor* complies with the requirements of the *Client* in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the *Contractor* to destroy or delete copies of the Data is subject to any law of the European Union (or a member state of the EEA) to which the *Contractor* is subject that requires Data to be retained.

- S 331.20      The *Contractor* notifies the *Client* within 24 hours of becoming aware of a Security Incident or any other breach of this section. The notification includes, as far as possible.
- a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned.
  - the likely consequences of the breach and
  - the Protective Measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects [including those outlined in PPN 02/18].
- S 331.21      In the event of a Security Incident, the *Contractor* provides the *Client* with full co-operation and assistance in dealing with the Security Incident, in particular in notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Legislation.
- S 331.22      On request (but not more than once in any 12-month period) the *Contractor* provides to the *Client* all necessary information to demonstrate the *Contractor's* compliance with this section.
- S 331.23      The *Contractor* promptly provides assistance and information requested by any Supervisory Authority or required by the *Client* in order for the *Client* to ensure compliance with its obligations under the Data Protection Legislation, including in relation to
- security of processing,
  - preparation of any necessary Data Protection Impact Assessments and
  - undertaking any necessary data protection consultations.
- S 331.24      The *Contractor* maintains electronic records of all processing activities carried out on behalf of the *Client*, including:
- the information described in paragraph S 331.7 of this section
  - The different types of processing being carried out (if applicable),
  - any transfers of Data outside the EEA or the United Kingdom, identifying the relevant country or international organisations and any documentation required to demonstrate suitable safeguards and
  - a description of the technical and organisation security measures referred to in paragraph S 331.10 of this section.
- The *Contractor* makes these records available to the *Client* promptly on request.
- S 331.25      The *Contractor* does not engage any Sub-Processor without the prior consent of the *Client*.

- S 331.26 Before allowing any Sub-Processor to process any Personal Data related to this agreement, the Processor must:
- notify the Controller in writing of the intended Sub-Processor and processing;
  - obtain the written consent of the Controller;
  - enter into a written agreement with the Sub-Processor which give effect to the terms set out in this clause such that they apply to the Sub-Processor; and
  - provide the Controller with such information regarding the Sub-Processor as the Controller may reasonably require.
- S 331.27 The Processor shall remain fully liable for all acts or omissions of any of its Sub-Processors.
- S 331.28 The Controller may, at any time on not less than 30 working days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this agreement).
- S 331.29 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 working days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- S 331.30 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- S 331.31 Not used
- S 331.32 If it is or becomes a requirement that, under the Data Protection Legislation or other applicable laws, this section must be governed by the laws of a member state of the European Union, and the *law of the contract* does not or ceases to satisfy this requirement, this section is governed by and construed in accordance with the laws of Ireland.
- S 331.33 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

## S 332 Information Security

- S 332.1 The *Contractor* prepares a robust information security plan complying with the *Client's* security policy and submits it to the *Client* for acceptance. The *Contractor* includes the security plan in its quality management system. The security plan includes procedures

which;

- ensure compliance with the Data Protection Legislation,
- protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
- ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,
- protect IT systems from viruses and similar threats and
- provide for the vetting of its employees and subContractors' staff in accordance with the Client's staff vetting procedures.

- S 332.2 The Contractor provides training for its employees and subContractors (at any stage of remoteness from the Client) in accordance with the security plan.
- S 332.3 The Client's security policy is set out in the documents "Data Handling Policy for Supply Chains" (uploaded separately to BravoSolutions eTendering portal suite of documents). The Client's personnel security procedures are set out in Annex B.
- S 332.4 At the end of the service period or earlier termination of the Contractor's obligation to Provide the Service, the Contractor gives to the Client all Personal Data held by it and destroys electronic and paper copies of such data in a secure manner.

### **S 333 Contractor's Premises, access and storage to Client's data**

- S 333.1 In this section Risk Assessment is a full risk assessment and security review carried out by the Client in accordance with HMG Security Policy Framework (SPF) dated May 2018 and the Highways England Information Security Data Security Standard, or any later revision or replacement.
- S 333.2 The Contractor does not store any of the Client's data that is classified as OFFICIAL (including OFFICIAL SENSITIVE) or higher in accordance with the HMG Government Security Classifications dated May 2018 (or any later revision or replacement);
- offshore or;
  - in any way that it could be accessed from an offshore location
- until the Client has confirmed to the Contractor that either
- the Client has gained approval for such storage in accordance with the Highways England Information Security Data Security Standard (or any later revision or replacement) or
  - such approval is not required.
- S 333.3 The Contractor ensures that no offshore premises are used in Providing the Service until
- such premises have passed a Risk Assessment or

- the Client confirms to the Consultant that no Risk Assessment is required.

- S 333.4 The *Contractor* complies with a request from the *Client* to provide any information required to allow the *Client* to
- gain approval for storing data or allowing access to data from an offshore location in accordance with S 333.2 or
  - conduct a Risk Assessment for any premises in accordance with S 333.3
- S 333.5 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause.
- S 333.6 A failure to comply with this condition is treated as a substantial failure by the *Contractor* to comply with its obligations.

### S 333 Conflict of Interest

- S 333.1 The *Contractor* does not take an action which would cause a conflict of interest to arise in connection with this contract. The *Contractor* notifies the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise
- S 333.2 The *Contractor* notifies his employees and subContractors (at any stage of remoteness from the *Client*), and ensures any subContractor (at any stage of remoteness from the *Client*) informs its employees, who are Providing the Service, that they do not take an action which would cause an actual or potential conflict of interest to arise in connection with the service.
- S 333.3 The *Contractor* ensures that any employee and that any subContractor (at any stage of remoteness from the *Client*) ensures any of its employees, who are Providing the Service, completes a declaration of interests and conflict of interests in the form set out in [Annex E](#). The *Contractor* issues to the *Client* any completed declaration of interests and conflict of interests.
- S 333.4 The *Contractor*;
- ensures any subContractor (at any stage of remoteness from the *Client*) immediately notifies the *Contractor* and the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise and
  - immediately notifies the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise.
- S 333.5 If the *Contractor* or subContractor (at any stage of remoteness from the *Client*) notifies the *Client*, the *Client* may
- require the *Contractor* to stop Providing the Service until any conflict of interest is resolved,

- require the *Contractor* to submit to the *Client* for acceptance a proposal to remedy the actual or potential conflict of interest.

S 333.6 A reason for not accepting the submission is that it does not resolve any conflict of interest. The *Contractor* amends the proposal in response to any comments from the *Client* and resubmits it for acceptance by the *Client*. The *Contractor* complies with the proposal once it has been accepted.

- any step taken under this condition is not a compensation event.
- A failure to comply with this condition is treated as a substantial failure by the *Contractor* to comply with his obligations.

### **S 334 Discrimination, Bullying & Harassment**

S 334.1 The *Contractor* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.

S 334.2 In Providing the Service, the *Contractor* co-operates with and assist the *Client* to satisfy its duty under the Discrimination Acts to

- eliminate unlawful discrimination, harassment and victimisation,
- advance equality of opportunity between different groups and
- foster good relations between different groups.

S 334.3 Where any *Contractor's* employee or sub*Contractor*, and its employees (at any stage of remoteness from the *Client*), is required to carry out any activity on the *Client's* premises or alongside the *Client's* employees on any other premises, the *Contractor* ensures that each such employee or sub*Contractor*, and its employees (at any stage of remoteness from the *Client*), complies with the requirements of the Discrimination Acts and with the *Client's* employment policies and codes of practice relating to discrimination and equal opportunities.

S 334.4 The *Contractor* notifies the *Client* as soon as it becomes aware of any investigation or proceedings brought against the *Contractor* under the Discrimination Acts in connection with the contract and

- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
- attends (and permits a representative from the *Client* to attend) any associated meetings,
- promptly allows access to any relevant documents and information and
- co-operates fully and promptly with the investigatory body, court or tribunal.

- S 334.5 The *Contractor* complies with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the sub*Contractors* (at any stage of remoteness from the *Client*) also comply.
- S 334.6 The *Contractor* implements due diligence procedures for its own suppliers, sub*Contractors* and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- S 334.7 The *Contractor* carries out an annual audit to monitor its compliance with the Modern Slavery Act 2015 which covers all its obligations under all its existing *Client* contracts. The *Contractor* prepares and delivers to the *Client* no later than 1<sup>st</sup> August each year an annual
- slavery and human trafficking report,
  - transparency statement and
  - a risk register with mitigating actions
- which complies with the Modern Slavery Act 2015 and sets out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- S 334.8 The *Contractor* notifies the *Client* as soon as it becomes aware of any actual or suspected slavery or human trafficking in any of its supply chains or any part of its business.
- S 334.9 The *Contractor* uses reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.
- S 334.10 The *Contractor* complies (and ensures that any sub*Contractor* complies) with the *Client*'s policies relating to bullying and harassment. (See detail in Annex A). If the *Client* considers that the presence or conduct of any of employees (at any stage of remoteness from the *Client*) at any location relevant to the performance of the *works* is undesirable or in breach of the *Client*'s policies, the *Client* instructs the *Contractor* to implement corrective action.
- S 334.11 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) relevant to the performance of the *service*, contains provisions to the same effect as this section. The *Contractor*, may propose to the *Client* for acceptance, that a specific subcontract (at any stage of remoteness from the *Client*) relevant to the performance of the *service*, does not comply with the requirements of this section S 334. The *Contractor* provides a detailed reason for not including some or all of the requirements of this section S 334 in the specific contract. The *Contractor* provides further detail when requested by the *Client* to assist their consideration. If accepted by the *Client*, the *Contractor* is relieved from including some or all of the requirements of this section S 334 in the specific contract.

- S 334.12 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

### S 335 Euro Functionality

- S 335.1 The *Contractor* Provides the Service in such a way that the *service*
- would not be prejudiced by the implementation of the Euro,
  - comply with all legal requirements applicable to the Euro in the United Kingdom, including, but without limitation, the rules on conversion and rounding set out in the EC Regulation 1103/97,
  - are capable of utilising all symbols and codes adopted by the EU Commission in relation to the Euro and
- are in accordance with the *Client's* requirements both for Sterling and for the Euro.

### S 336 Intellectual Property Rights

- S 336.1 In the contract;
- “*Contractor* Background IPR” is IPR owned by the *Contractor* or a third party before the Contract Date or created by the *Contractor* or a third party independently of the contract, which in each case is or will be used;
- before the *defects date* to Provide the Service, and
  - for the maintenance, operation and modification of the *service*.
- S 336.2 The *Contractor* grants to the *Client* (or, where the *Contractor* Background IPR is owned or created by a third party, procures that the third party grants to the *Client*) licences to use, modify and develop the *Contractor's Contractor* Background IPR for any purpose relating to the *works* (or substantially equivalent services), its maintenance, operation, modification and for any purpose relating to the exercise of the *Client's* business or function.
- S 336.3 The *Contractor* procures a direct grant of a licence to the *Client* to use, modify and develop any third party's *Contractor* Background IPR for any purpose relating to the *works* (or substantially equivalent services), its maintenance, operation, modification and for any purpose relating to the exercise of the *Client's* business or function.
- S 336.4 The *Client* does not acquire any ownership right, title or interest in or to the *Contractor* Background IPR.

### S 337 Escrow

Not used.

### **S 338 Quality statement**

S 401.1 If not already provided the quality statement shall be submitted in electronic format within 1 week of the Contract Date. The *Service Manager* shall reply to the quality statement submission within the *period for reply*.

### **S 400 Requirements for the *Contractor's* plan**

Not used.

### **S 401 Plan**

Not used.

### **S 402 Information to be shown on the plan**

Not used.

### **S 403 Submitting the plan**

Not used.

### **S 500 Services and other things to be provided by the *Client***

Not used.

### **S 501 Things to be provided by the *Client***

Not used.

### **S 600 Property affected by the *service***

Not used.

### **S 601 Property owned by the *Client* that is affected by the *service***

Not used.

### **S 602 Property not owned by the *Client* that is affected by the *service***

Not used.

**S 603 Not Used**

**S 604 Activity in the property**

Not used.

**S 605 Contact information**

Not used.

**S 606 Procedures for access**

Not used.

**S 607 Minimising interface caused to the *Client* and others**

Not used.

**S 608 Equipment required to be included in the property affected by the *service***

Not used.

**S 700 Supplemental information**

Not used.

**S 701 Parent Company Guarantee**

- S 701.1 The form of Parent Company Guarantee is set out in [Annex F](#) of the Scope.  
See clause Z11.
- S 701.2 If the *Contractor* is required to provide a Parent Company Guarantee, it is provided in the form set out in [Annex F](#). If the entity that is to provide the Parent Company Guarantee is a non-UK registered company required by this contract, the *Contractor* provides a legal opinion in support of a Parent Company Guarantee.
- S 701.3 Any legal opinion provided by the *Contractor* in support of a Parent Company Guarantee from a non-UK registered company includes (among others) the following matters;
- confirmation that
    - the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,

- the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
- all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,
- execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,
- the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate
  - the constitutional documents of the Controller,
  - any provision of the laws of the jurisdiction in which it is incorporated,
  - any order of any judicial or other authority in the jurisdiction in which it is incorporated or
  - any mortgage, contract or other undertaking which is binding on the bidder or its assets and
- (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms,
- notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,
- notification of whether withholding is required to be made by the Controller in relation to any monies payable to the *Client* under the Parent Company Guarantee,
- confirmation of whether the *Client* will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee and
- confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and Wales in respect of proceedings against it in relation to the Parent Company Guarantee.

## S 702 Form of Novation

- S 702.1      The forms of Novation are set out in [Annex G](#) of the Scope.  
See clause Z4.

### Annex A – Client's policies

Reference in Scope	Document	Link/Location
S 326	Environmental policy	<a href="https://www.gov.uk/government/publications/highways-england-environment-strategy">https://www.gov.uk/government/publications/highways-england-environment-strategy</a>
S 327.2	Energy Efficiency Directive (PPN 07/14)	<a href="#">“Implementing Article 6 of the Energy Efficiency Directive”</a>
S 327.3	Energy Efficiency Directive	<a href="https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2012:315:0001:0056:en:PDF">https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2012:315:0001:0056:en:PDF</a>
S 327.5	Sustainable Development Strategy	<a href="https://www.gov.uk/government/publications/highways-england-sustainable-development-strategy">https://www.gov.uk/government/publications/highways-england-sustainable-development-strategy</a>
S 331	Data Protection (PPN 02/180)	<a href="#">‘Changes to Data Protection Legislation &amp; General Data Protection Regulation’</a>
S 332	Data Handling Policy for Supply Chains	Uploaded in Bravo Solutions document suite

\* Access to Highways England's Supply Chain Portal will require registration, the form can be found in the additional documents folder 'SharePoint (Supply Chain Portal) Application

## **Annex B – BPSS Compliance**

### [BPSS compliance](#)

## **Appendix A – General notes**

- You must see original documents, copies are not acceptable.
- All the time you need to check that birth dates, signatures and photos match.
- You must comply with the Data Protection Act. Therefore, remember to delete any electronic versions of this form/personal documents and securely destroy paper copies of documents when they are no longer relevant. UK Visas and Immigration provide advice on how long to keep copies of nationality and right to work documents:

### [Data Protection Act 2018](#)

## **Section 1**

### **Section 1: Application details and identity verification – guidance notes**

Generally, one document which contains a photo or 2 documents without photos will provide adequate proof of identity.

However not all documents are of equal value, therefore we have listed below some examples of documents that are from reliable sources, difficult to forge and dated. These documents must be current and ideally issued within last 6 months.

### **Good examples of identity documents that contain a photo:**

- Current UK photo-card driving licence.
- A current passport. Please include the country of issue in section 1.3 (e.g. British passport, South African passport)

If the applicant is a citizen of the United Kingdom, Switzerland or one of the European Economic Area countries (see [Annex D](#)), their passport can also be used as proof of their 'right to work'. This means that no additional documentation is required to prove nationality.

**Good examples of identity documents without photos include:**

- Birth certificate, adoption certificate, gender recognition certificate
- Marriage licence, divorce or annulment papers
- Current full UK driving licence (old 'paper' version)
- A recent utility bill or council tax bill (valid for current year)
- Bank, building society or credit union statement or passbook containing current address
- Current benefit book or card or original notification letter from the DWP confirming the right to benefit.
- Police registration document or HM Forces identity card

**What to look for:**

- The documents shown to you must be originals. If you are unsure, consider comparing them to other examples you may have to hand
- Check that the paper and typeface of the document are similar to any others you may have to hand or may have examined recently
- Examine the documents for alterations or signs that the photograph and/or signature have been removed and replaced.
- Check that any signature on the documents tallies with other examples in your possession. If you're unsure, ask the applicant to sign something in your presence
- Check that details given on the documents corresponds with what you already know about the individual
- Check the date of issue on each document.

**Young Applicants**

It can be difficult for young applicants to supply most of the documents listed above. If this appears to be a genuine problem, ask the applicant to supply a passport-sized photo, endorsed on the back with the signature of someone of standing in the applicant's community, e.g. a justice of the peace, doctor, member of the clergy, teacher etc. The signatory should have known the applicant for a minimum of three years.

The photo must be accompanied by a signed statement from the signatory giving their full name, address and phone number and confirming the period they have known the applicant.



## **Appendix C – Section 2**

### **Nationality and right to work- guidance notes**

The current advice from UK Visas and Immigration is available on their website:

[UK Visa & Immigration website](#)

In addition, please note:

- You must be satisfied that each document produced relates to the individual, and you will need to check that all documents contain the same date of birth, photo and the person's appearance looks the same.
- UK Visas and Immigration provide advice on how long to keep copies of nationality and right to work documents:



## **Appendix D - EEA**

### **European Economic Area (EEA) Countries**

Citizens of the United Kingdom, Switzerland or one of the following European Economic Area (EEA) countries, have the right to work in the UK:

- Austria
- Belgium
- Bulgaria
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Iceland
- Ireland
- Italy
- Latvia
- Liechtenstein
- Lithuania
- Luxembourg
- Malta
- Netherlands
- Norway
- Poland
- Portugal
- Romania
- Slovakia
- Slovenia
- Spain
- Sweden



## Appendix E - References

### Employment history and personal references – guidance notes

- All employment history should be confirmed with previous *Employers*, including overseas appointments (where the applicant was abroad for over 6 months).
- A template to send to previous *Employers* and personal referees can be found in [Annex F](#). However most companies will now only provide official confirmation (on letter headed paper) of when an individual worked for them. This is acceptable.
- Reasonable steps should be taken to ensure that the reference is genuine. References that are handwritten, not on headed paper, contain spelling or grammatical errors or just not convincing for any reason, should be followed up directly with the individual(s) concerned.
- If the applicant has been unemployed, or his previous *Employer* is no longer in business, a personal reference (see below) can be obtained instead. This is not necessary if the period involved is less than 6 months.
- If the applicant has only worked for one organisation in the last 3 years, then one reference from this company is sufficient.
- Where an applicant has been in full time education during the period, confirmation must be obtained from the relevant school or other academic institution.
- Where an applicant has been overseas during the last 3 years, it is sufficient to see the entry visa. Some countries no longer issue exit visas.
- Where a young person has difficulty in providing both evidence of identity and adequate referee coverage, it may be appropriate to obtain both from the same referee.

### Personal references

- Personal references are acceptable when no other reference is available. Family members (including in-laws) are not suitable for references.
- The applicant should provide the details of someone of professional standing (e.g. solicitor, civil servant, teacher, accountant, bank manager, doctor, officer of the armed forces) who has sufficient knowledge of the applicant to provide a considered reference. If the applicant is unable to nominate such a person, then references should be obtained from personal acquaintances. Personal acquaintances cannot provide references if they are involved in any financial arrangements with the applicant.



## Appendix F – Reference template

### Personal reference template

*You can use this template to send to both previous Employers and personal referees. You will need to include a covering letter, explaining that you are requesting this information in relation to the applicant's proposed role in Highways England.*

Dear

**SUBJECT:** \_\_\_\_\_

#### 1. Over what period have you known the subject and in what capacity?

From:

To:

Capacity:

#### 2. Are you related to the subject? If so, please state your relationship.

#### 3. Do you believe the subject to be honest, conscientious and discreet?

I declare that the information I have given on this form is true to the best of my knowledge.

Name:

Signature:

Date:

Address:

Tel No:

Email:

## Annex C – Insurance

Scope Supplementary Insurance Table (Required Insurances)	
1.	<b>Property "All Risks" Insurance – Not Required</b>
2.	<b>Third Party Public and Products Liability Insurance</b>
2.1	<u>Insured</u>
2.1.1	<i>Contractor</i>
2.2	<u>Interest</u>
	To indemnify the Insured (in paragraph 2.1 above) in respect of all sums which the Insured (in paragraph 2.1 above) may become legally liable to pay, (including claimant's costs and expenses) as damages in respect of accidental;
2.1.1	death or bodily injury, illness or disease contracted by any person;
2.2.2	loss or damage to property;
	happening during the Period of Insurance (in paragraph 2.5 below) and arising out of or in connection with the contract.
2.3	<u>Limit of Indemnity</u>
	Not less than Ten million pounds £10,000,000 in respect of any one occurrence, the number of occurrences being unlimited during the annual period of insurance, but Ten million pounds £10,000,000 in respect of any one occurrence and in the annual aggregate in respect of products or pollution liability (to the extent insured by the relevant policy).
2.4	<u>Territorial Limits</u>
	United Kingdom and elsewhere in the world in respect of non-manual visits.
2.5	<u>Period of Insurance</u>
	From the <i>starting date</i> until the end of the <i>service period</i> or a termination certificate has been issued
2.6	<u>Cover Features and Extensions</u>
2.6.1	Indemnity to principals clause
2.6.2	Cross liability clause.
2.6.3	Contingent motor vehicle liability.
2.6.4	Legal defense costs.
2.6.5	Health & Safety at Work Act(s) clause.
2.6.6	Data Protection Legislation clause.
2.6.7	Defense appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007.
2.7	<u>Principal Exclusions</u>
2.7.1	War and related perils.

- 2.7.2 Nuclear/radioactive risks.
- 2.7.3 Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.
- 2.7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
- 2.7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered by the Insured.
- 2.7.6 Events more properly covered under a professional indemnity insurance policy.
- 2.7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessels.
- 2.7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
- 2.7.9 Cyber risks.

**3. Policies to be taken out as required by United Kingdom law.**

- 3.1 The *Contractor* is required to meet its statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, *Client's* Liability Insurance and Motor Third Party Liability Insurance.
- 3.2 The limit of indemnity for the *Client's* Liability Insurance shall be any one occurrence inclusive of costs, the number of occurrences being unlimited during the period of insurance or such greater amount as is required by the applicable law for the duration of the Contract or such greater period as is required by law.
- 3.3 Compulsory insurances to contain an indemnity to principals' clause in respect of claims made against the *Client* arising out of the performance of the *Contractor* of its duties under this Contract.
- 3.4 The insurance shall be maintained from the *starting date* until the end of the *service period* or a termination certificate has been issued.

## Annex D - Data Protection

### Appendix G - Processing, Personal Data and Data Subjects

This Appendix shall be completed by the *Client* who may take account of the view of the *Contractors*, however the final decision as to the content of this Appendix shall be with the *Client* at its absolute discretion.

1. The contact details of the *Client's* Data Protection Officer are Graham Woodhouse (dataprotectionadvice@highwaysengland.co.uk).
2. The contact details of the *Contractor* Data Protection Officer or nominated lead are per Contract Data part 2.
3. The *Contractor* shall comply with any further written instructions with respect to processing by the *Client*.

Any such further instructions shall be incorporated into this table.

Description	Details
Identity of the <i>Client</i> and <i>Contractor</i>	The Parties acknowledge that for the purposes of the Data Protection Legislation, the <i>Client</i> is the Controller and the <i>Contractor</i> is the Processor in accordance with clause 2.
Subject matter of the processing	The processing is needed to ensure that the <i>Processor</i> can effectively deliver the contract to provide the Skid Resistances Survey data to the Controller.
Duration of the processing	Surveys and data processing will be carried out on a regular basis throughout the contract which will be up to 5 years.
Nature and purposes of the processing	The Processor will be responsible for the collection, recording, storage, organisation and disclosure by transmission of data.
Type of Personal Data	None
Categories of Data Subject	Non-personal data.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data.	The Processor must retain the RCD, Route Files and BCD, securely in their original format for a minimum of six years.

## Annex E – Conflict of Interest

### Official-Sensitive (only when not a nil return)

#### Highways England Company Limited Declaration of Interest Form (for use by individuals with non-employment contract status)

#### Purpose

This form asks you to provide information in respect of actual, potential or perceived conflicts of interest in line with the Public Contracts Regulations 2015, the Concession Contract Regulations 2016 and Highway England's own policies including in regard to procurement and transparency.

The fact that you have an actual, potential or perceived conflict of interest is not necessarily a barrier to your involvement in a particular decision. The nature of action taken, when handling conflicts of interest, will depend on a number of factors which will be considered by Highways England and the decision of Highways England will be final.

Personal details (for Highways England and statutory records, please advise any subsequent changes)	
Role/service provided	
Present surname and any former surname(s)	
Present forename(s) and any former forename(s)	
Phone Numbers a) landline b) mobile (Highways England restricted use only)	
Date form completed	
Directorships	
Are you a director or a "shadow director" <sup>1</sup> of any company? YES/NO.	If YES, please provide the names of the companies, business sector, and date you became a director.

<sup>1</sup> "Shadow director" means a person in accordance with whose instructions the directors of the company are accustomed to act. If you are a director or a shadow director of a company and, as a consequence are also a director or shadow director of several subsidiaries, a general description of the subsidiaries will suffice.

Other business interests	
Are you a partner, employee or a consultant (paid or otherwise) in any business? YES/NO.	If YES state the names and give the nature of the businesses where this is not indicated in the title and the nature and start date of your involvement with each partnership, employment or consultancy.
Have you held any fiduciary office or position of trust (paid or otherwise) in the last 10 years? YES/NO Include public and any political offices.	If YES please give details and if you no longer hold the position, describe the circumstances in which you ceased to do so.
Do you have a direct shareholding in any company in the sector in which Highways England operates? YES/NO	I hold the following shares/I do not hold any shares in the sector in which Highways England operates.
Voluntary work	
Are you involved in or a member of any professional bodies, charities, special interest or political groups in the sector which Highways England operates? YES/NO.	If YES provide details.
Other	
Are there any other matters which you, or a reasonable member of the public might perceive that Highways England should be aware of which might impact on your role as a consultant to Highways England or the reputation of Highways England? YES/NO.	If YES provide details.

<p>Are there any matters or relevant interests, (including significant interests of close members<sup>2</sup> of your family) which might influence your judgement, deliberation or action in providing services to/your role in Highways England or be perceived by a reasonable member of the public as doing so? YES/NO</p> <p>Please include information on any directorships and business interests in respect of close members of your family in respect of the sphere in which Highways England operates.</p>	<p>If YES provide details.</p>
<p>Connected persons</p>	
<p>Please confirm (in the box to the right) that, in relation to the questions contained in sections 3, 4, 6, above, no additional information would need disclosure in relation to any connected person.</p>	<p>I confirm that no additional information requires disclosure.</p> <p>I have provided additional information above.</p>

### Declaration

1. I declare that to the best of my knowledge and belief (having taken all reasonable care to ensure that such is the case) the answers to all of the above questions are true and not misleading.
2. I shall not communicate to any person, firm, company or other legal entity other than Highways England employees or consultants engaged by or on behalf of Highways England in connection with the same matter any commercially sensitive or confidential information in connection with my work at Highways England (unless Highways England grants permission in writing to share commercially sensitive or confidential information with such person, firm, company or other legal entity).
3. During and for a period of 12 months following the expiry of my appointment to work for Highways England, I shall not seek to obtain any commercial advantage for myself, my *Employer* or any connected persons, or personal advantage, from my work at Highways England. During and for a period of 12 months following the expiry of my appointment to work for Highways England, I shall not assist my *Employer*, any organisation connected with my *Employer*,

<sup>2</sup> Close members means a) an individual's domestic partner and children b) children of an individual's domestic partner c) dependents of an individual or an independent's domestic partner, d) parents and in-laws, and e) siblings.

or any other organisation or person in tendering for any contract opportunity with Highways England that I have worked on in my capacity as a consultant to Highways England.

4. I shall not pay, give, receive or offer to pay, give, receive any sum of money or other consideration directly or indirectly to any person whatsoever for any act described in paragraphs 2, 3 and 4 above. If any offer is made to me to breach this declaration, I shall report it immediately to Highways England.
5. All documentation that I have access to in my role as a consultant to Highways England shall be made available to Highways England to form part of any relevant tender information pack. Any information that may give me, my *Employer* or a third party any advantage in a tender process shall be returned to Highways England.
6. I understand that I may only be involved in the evaluation of a tender for Highways England where expressly sanctioned in writing by Highways England. I understand that I will not be involved in the process for agreeing any extension to my contract or the contract of any consultant who shares with me the same *Employer*.
7. I understand that I am not to be involved in looking at the route to market for any contract, project or task for which I or my *Employer* may wish to tender and not to be involved in the assessment of resources being proposed for such contract, project or task. I agree to remove myself from any discussions relating to the procurement route for any contract, project or task for which I or my *Employer* may wish to tender, and I agree not to discuss these matters with my *Employer* or with the team responsible for managing the contract, project or task in my firm.
8. Should any of the information on this declaration change or should I become aware of a potential, perceived or actual conflict of interest I will immediately contact Highways England to inform them and will take all reasonable steps to mitigate or remove the potential, perceived or actual conflict of interest.
9. I understand that if I do not comply with the statements in this declaration I may prejudice my *Employers'* ability to participate in tendering for contract opportunities with Highways England, I may have my contract with Highways England terminated and could face legal action.
10. I confirm that I have read and understood the requirements related to conflicts of interest in the contract between my *Employer* and Highways England for the provision of the services.

Signed by the Consultant	
Date	

Acknowledged by the <i>Employer</i>	
Date	

**For Highways England's use only** - Only applicable when involved in the tendering process

Acceptance/ Non-acceptance

I have considered the impact on the assessment and the risks to the Highways England objectives.

☐

I am willing to accept this supplier for this assessment as a result of this consideration.

☐

I am not willing to accept this supplier for this assessment as a result of this consideration.

Please record reasoning for decision:

--

**Signed:** .....

**Name in Block Capitals:** .....

**Post and Grade:**<sup>3</sup> .....

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<sup>3</sup> This section of the agreement must be countersigned by PB8 SSD, or if one not a PB8 PLT member

**Annex F – Parent Company Guarantee**

DATED [●]

**HIGHWAYS ENGLAND COMPANY LIMITED**  
as Client

**[●]**  
as Guarantor

**PARENT COMPANY GUARANTEE**

relating to a term contract for the provision of [●] in Highways England Area [●]

**DATED [●]**

**PARTIES**

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Client**”)
- (2) [●] (company no [●]) whose registered office is at [●] (the “**Guarantor**”)

**BACKGROUND**

- (A) By the Contract, the Client has employed the *Contractor* to Provide the Service.
- (B) The Guarantor is the [ultimate]<sup>4</sup> parent company of the *Contractor*.
- (C) The Guarantor has agreed to guarantee the due performance by the *Contractor* of his obligations under the Contract in the manner set out in this deed.

**OPERATIVE PROVISIONS**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1. Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the contract dated [●] between the Client (1) and the *Contractor* (2) under which the *Contractor* has agreed to provide the Services.

“**Contractor**” means [●] (company no [●]) whose registered office is at [●].

“**Insolvency Event**” means the *Contractor* being unable to pay its debts (as defined by Sections 123(1) and 268(1) of the Insolvency Act 1986) or any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the *Contractor* other than a solvent liquidation or reorganisation of the *Contractor*;
- (b) a composition, assignment or arrangement with any creditor of the *Contractor*;
- (c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the *Contractor* or any of its assets; or

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<sup>4</sup> Note to Procurement Officer: delete if not applicable.

(d) enforcement of any security over any assets of the *Contractor*, or any analogous procedure or step is taken in any jurisdiction.

“**Services**” means the services to be provided by the *Contractor* pursuant to the Contract.

- 1.2. The clause headings in this deed are for the convenience of the parties only and do not affect its interpretation.
- 1.3. Words importing the singular meaning include the plural meaning and vice versa.
- 1.4. Words denoting the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably.
- 1.5. References in this deed to a clause are to a clause of this deed.
- 1.6. References in this deed to any statute or statutory instrument include and refer to any statutory amendment or re-enactment for the time being in force.

## 2. GUARANTEE

- 2.1. In consideration of the Client agreeing to enter into the Contract with the *Contractor*, the Guarantor irrevocably and unconditionally guarantees and undertakes to the Client that:
  - a) the *Contractor* will perform and observe all his obligations under the Contract at the times and in the manner provided in the Contract; and
  - b) in the event of any breach of such obligations by the *Contractor*, the Guarantor shall procure that the *Contractor* makes good the breach or otherwise cause it to be made good and shall indemnify the Client against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the Client arising from or in connection with it.
- 2.2. The Guarantor shall also indemnify the Client against:
  - a) any costs, losses and expenses (including legal expenses) which may be suffered or incurred by the Client in seeking to enforce and enforcing (i) this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and
  - b) any loss or liability suffered or incurred by the Client if any of the obligations of the *Contractor* under the Contract is or becomes illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable.

- 2.3. Any limitation or defence which would have been available to the *Contractor* in an action under the Contract shall likewise be available to the Guarantor in a corresponding action under this deed, provided that nothing in this clause shall:
- a) prejudice or affect any liability of the Guarantor under clause 2.2; nor
  - b) allow the Guarantor to avoid liability if either of the events specified in clause 5 occurs.

### 3. GUARANTOR'S LIABILITY

- 3.1. The obligations of the Guarantor under this deed are in addition to and independent of any other security which the Client may at any time hold in respect of the *Contractor's* obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.
- 3.2. The obligations of the Guarantor under this deed are in addition to and not in substitution for any rights or remedies that the Client may have against the *Contractor* under the Contract or at law.
- 3.3. The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:
- a) an Insolvency Event;
  - b) any change in the constitution, status, function, control or ownership of the *Contractor* or any legal limitation, disability or incapacity relating to the *Contractor* or any other person;
  - c) the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
  - d) any time given, waiver, forbearance, compromise or other indulgence shown by the Client to the *Contractor*;
  - e) the assertion or failure to assert or delay in asserting any rights or remedies of the Client or the pursuit of any right or remedy of the Client;
  - f) the giving by the *Contractor* of any security or the release, modification or exchange of any such security or the liability of any person; or
  - g) any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor,
- 3.4. in each case with or without notice to, or the consent of, the Guarantor and the Guarantor unconditionally and irrevocably waives any requirement for notice of, or consent to, such matters.

- 3.5. Any decision of an adjudicator, expert, arbitral tribunal or court in respect of or in connection with the Contract and any settlement or arrangement made between the Client and the *Contractor* shall be binding on the Guarantor.

#### **4. VARIATIONS TO THE CONTRACT**

- 4.1. The Guarantor authorises the *Contractor* and the Client to make any addition or variation to the Contract, the due and punctual performance of which shall likewise be guaranteed by the Guarantor in accordance with the terms of this deed. The liability of the Guarantor under this deed shall in no way be discharged or lessened by any such addition or variation.

#### **5. LIQUIDATION/DETERMINATION**

- 5.1. The Guarantor covenants with the Client that:
- a) if a liquidator is appointed in respect of the *Contractor* and the liquidator disclaims the Contract; or
  - b) if the *Contractor's* employment under the Contract is determined for any reason,
- the liability of the Guarantor under this deed shall remain in full force and effect.

#### **6. WAIVER**

- 6.1. The Guarantor waives any right to require the Client to pursue any remedy (whether under the Contract or otherwise) which it may have against the *Contractor* before proceeding against the Guarantor under this deed.

#### **7. RIGHTS OF GUARANTOR AGAINST CONTRACTOR**

- 7.1. The Guarantor shall not by any means or on any ground seek to recover from the *Contractor* (whether by instituting or threatening proceedings or by way of set-off or counterclaim or otherwise) or otherwise to prove in competition with the Client in respect of any payment made by the Guarantor under this deed nor be entitled in competition with the Client to claim or have the benefit of any security which the Client holds for any money or liability owed by the *Contractor* to the Client. If the Guarantor shall receive any monies from the *Contractor* in respect of any payment made by the Guarantor under this deed, the Guarantor shall hold such monies in trust for the Client for so long as the Guarantor remains liable or contingently liable under this deed.

#### **8. CONTINUING GUARANTEE**

- 8.1. The terms of this deed are a continuing guarantee and shall remain in full force and effect until each part of every obligation of the *Contractor* under the Contract has been performed and observed and until each and every liability of the *Contractor* under the Contract has been satisfied in full.

## **9. THIRD PARTY RIGHTS**

- 9.1. Unless the right of enforcement is expressly granted, it is not intended that any third party should have the right to enforce any provision of this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **10. NOTICES**

- 10.1. Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

## **11. GOVERNING LAW**

- 11.1. The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under it shall be subject to the exclusive jurisdiction of the courts of England and Wales save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

**This deed has been executed as a deed and delivered on the date stated at the beginning of this deed.**

Executed as a deed by **[CLIENT]**  
acting by [*name of director*] in the  
presence of:

Director

Name of witness:

Signature of witness:

Address:

Occupation:

Executed as a deed by  
**[GUARANTOR]** acting by [*name*  
*of director*] in the presence of:

Director

Name of witness:

Signature of witness:

Address:

Occupation:

or

Executed as a deed by )  
**[GUARANTOR]** acting by: )

Director

Director/Secretary

**Annex G – Form of Novation**

**Appendix I – Old *Contractor* to New *Contractor***

**DATED [●]**

**HIGHWAYS ENGLAND COMPANY LIMITED**  
as Client

**[●]**  
as New *Contractor*

**[●]**  
as Old *Contractor*

**DEED OF NOVATION**

relating to a [●] contract for the provision of [●] services in Highways England

**DATED [●]**

## **PARTIES**

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Client**”)
- (2) [●] (company no [●]) whose registered office is at [●] (the “**Old Contractor**”)
- (3) [●] (company no [●]) whose registered office is at [●] (the “**New Contractor**”)

## **BACKGROUND**

- (A) By the Contract, the Client has employed the *Old Contractor* to Provide the Services.
- (B) The *Old Contractor* has agreed (with the consent of the Client) to transfer all its rights and obligations under the Contract to the *New Contractor* and the Client has agreed to accept the liability of the *New Contractor* in place of the liability of the *Old Contractor* under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

## **1. DEFINITIONS AND INTERPRETATION**

- 1.1. Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the contract dated [●] between the Client (1) and the *Old Contractor* (2) (including any further agreement varying or supplementing the Contract) under which the *Old Contractor* has agreed to provide the Services.

“**Services**” means the services to be provided by the *Old Contractor* pursuant to the Contract.

- 1.2. The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3. Words in this deed denoting the singular include the plural meaning and vice versa.
- 1.4. References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.
- 1.5. Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

## **2. NOVATION**

- 2.1. The Old *Contractor* and the Client release and discharge each other from the further performance of their respective obligations under the Contract and the Client acknowledges and accepts the liability of the New *Contractor* in place of the liability of the Old *Contractor* under the Contract.
- 2.2. The New *Contractor* undertakes to be bound to the Client by the terms of the Contract in every way as if the New *Contractor* was and always had been a party to the Contract in place of the Old *Contractor*.
- 2.3. The Client acknowledges and warrants to the New *Contractor* that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

### **3. NEW CONTRACTOR'S UNDERTAKING**

- 3.1. Subject to Clause 4.1 below, the New *Contractor* undertakes to be bound to the Client by the terms of the Contract and to perform the obligations on the part of the *Contractor* under the Contract in every way as if the New *Contractor* was and always had been a party to the Contract in place of the Old *Contractor*.

### **4. PAYMENT OF SUMS DUE**

- 4.1. The Client and the Old *Contractor* agree that the total amount to be paid by the Client to the Old *Contractor* for the Services provided under the Contract prior to the date of this deed is £[●]. The Old *Contractor* acknowledges that the Client has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Old *Contractor* to the Client and paid by the Client in accordance with the Contract.
- 4.2. The New *Contractor* acknowledges that any payment made by the Client to the Old *Contractor* in respect of the Services (whether before or after the date of this deed) shall be treated as having been made to the New *Contractor* and that the Client's payment obligation under the Contract shall to that extent be treated as discharged.

### **5. NOTICES**

- 5.1. Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

### **6. GOVERNING LAW AND DISPUTES**

- 6.1. This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law
- 6.2. The parties agree that the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this deed, including (without limitation) in relation to any non-contractual obligations. The parties irrevocably submit to the jurisdiction of those courts

**This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.**

OPTION 1a *[execution by Highways England under seal]* )  
)

Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing its common seal in the presence of: )

Director

Director/Secretary

OPTION 1b *[execution by Highways England under seal]* )  
)

Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing its common seal in the presence of: )

Authorised Signatory

Authorised Signatory

OPTION 2a Executed as a deed by )  
**HIGHWAYS ENGLAND COMPANY** )  
**LIMITED** acting by: )

Director

Director/Secretary

OPTION 2b Executed as a deed by )  
**HIGHWAYS ENGLAND COMPANY** )  
**LIMITED** acting by: )

Authorised Signatory

Authorised Signatory

Executed as a deed by **[OLD  
CONTRACTOR]**  
in the presence of:

)  
)

Authorised Signatory

Authorised Signatory

Executed as a deed by **[NEW  
CONTRACTOR]**  
in the presence of:

)  
)

Director

Director/Secretary

**Appendix J – Old Client to New Client**

**DATED [●]**

**HIGHWAYS ENGLAND COMPANY LIMITED**  
as Old Client

**[●]**  
as New Client

**[●]**  
as *Contractor*

**DEED OF NOVATION**

relating to a [●] contract for the provision of [●] services in Highways England

DATED [●]

## PARTIES

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Old Client**”)
- (2) [*insert details of replacement authority*] (the “**New Client**”)
- (3) [●] (company no [●]) whose registered office is at [●] (the “**Contractor**”)

## BACKGROUND

- (A) By the Contract, the Client has employed the Old *Contractor* to Provide the Services.
- (B) The Old *Contractor* has agreed (with the consent of the Client) to transfer all its rights and obligations under the Contract to the New *Contractor* and the Client has agreed to accept the liability of the New *Contractor* in place of the liability of the Old *Contractor* under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

## 1. DEFINITIONS AND INTERPRETATION

- 1.1. Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the contract dated [●] between the Client (1) and the Old *Contractor* (2) (including any further agreement varying or supplementing the Contract) under which the Old *Contractor* has agreed to provide the Services.

“**Services**” means the services to be provided by the Old *Contractor* pursuant to the Contract.

- 1.2. The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3. Words in this deed denoting the singular include the plural meaning and vice versa.
- 1.4. References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time

to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

- 1.5. Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

## 2. NOVATION

- 2.1. The Old Client and the *Contractor* release and discharge each other from the further performance of their respective obligations under the Contract and the *Contractor* acknowledges and accepts the liability of the New Client in place of the liability of the Old Client under the Contract.
- 2.2. The *Contractor* undertakes to be bound to the New Client by the terms of the Contract in every way as if the New Client was and always had been a party to the Contract in place of the Old Client.
- 2.3. The *Contractor* acknowledges and warrants to the New Client that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

## 3. NEW CLIENT'S UNDERTAKING

- 3.1. Subject to Clause 4.1 below, the New Client undertakes to be bound to the *Contractor* by the terms of the Contract and to perform the obligations on the part of the *Client* under the Contract in every way as if the New Client was and always had been a party to the Contract in place of the Old Client.

## 4. PAYMENT OF SUMS DUE

- 4.1. The *Contractor* and the Old Client agree that the total amount to be paid by the Old Client to the *Contractor* for the Services provided under the Contract prior to the date of this deed is £[●]. The *Contractor* acknowledges that the Old Client has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the *Contractor* to the Old Client and paid by the Old Client in accordance with the Contract.
- 4.2. The *Contractor* and the New Client agree that the New Client shall be solely responsible (to the exclusion of the Old Client) for payment of all sums due to the *Contractor* under the Contract for any Services provided after the date of this deed.
- 4.3. [Where, under Clause 2.2 above or under any other contract between the New Client and the *Contractor*, any sum of money is recoverable from or payable by the *Contractor* to the New Client, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the New Client to the

*Contractor under Clause 4.2 above or under any other contract with any Department or Office of Her Majesty's Government.]<sup>5</sup>*

## 5. NOTICES

- 5.1. Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

## 6. GOVERNING LAW AND DISPUTES

- 6.1. This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 6.2. The parties agree that the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this deed, including (without limitation) in relation to any non-contractual obligations. The parties irrevocably submit to the jurisdiction of those courts

**This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.**

*OPTION 1a [execution by Highways England  
under seal]* )

Executed as a deed by **HIGHWAYS  
ENGLAND COMPANY LIMITED** by affixing  
its common seal in the presence of:

Director

Director/Secretary

*OPTION 1b [execution by Highways England  
under seal]* )

Executed as a deed by **HIGHWAYS  
ENGLAND COMPANY LIMITED** by affixing  
its common seal in the presence of:

Authorised Signatory

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<sup>5</sup> Include only if the New Client is a Department or Office of Her Majesty's Government.

Authorised Signatory

**OPTION 2a** Executed as a deed by )  
**HIGHWAYS ENGLAND COMPANY** )  
**LIMITED** acting by: )

Director

Director/Secretary

**OPTION 2b** Executed as a deed by )  
**HIGHWAYS ENGLAND COMPANY** )  
**LIMITED** acting by: )

Authorised Signatory

Authorised Signatory

Executed as a deed by **[NEW CLIENT]** )  
in the presence of: )

Authorised Signatory

Authorised Signatory

Executed as a deed by **[CONTRACTOR]** )  
in the presence of: )

Director

Director/Secretary

