

Highways England
Contract Data Part Two
Area 7
Structural Inspections Contract
September 2019

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	SOS	Sept 19

PART TWO – DATA PROVIDED BY THE CONSULTANT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *Consultant* is

Name

Stroma Specialist Access Ltd.

Address for communications

The Maltings, 81 Burton Road,
Sheffield S3 8BZ

Address for electronic communications

[REDACTED]

The *fee percentage* is

[REDACTED] %

The *key persons* are

Name (1)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED]

Experience

[REDACTED]
[REDACTED]
[REDACTED]

Name (2)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED]

Experience

[REDACTED]
[REDACTED]
[REDACTED]

The following matters will be included in the Early Warning Register

3 rd party charges incurred by project
Cost overruns (against tendered prices)
Time overruns (against proposed program)
Long term access issues (i.e construction projects, long-term road works etc.)

3 Time

If a programme
is to be identified
in the Contract
Data

The programme identified in the Contract Data is

N/A

5 Payment

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

[REDACTED]

Address for communications

81 Burton Road, Sheffield S3 8BZ

Address for electronic communications

[REDACTED]

Name (2)

[REDACTED]

Address for communications

81 Burton Road, Sheffield S3 8BZ

Address for electronic communications

[REDACTED]

Y(UK)1: Project Bank Account

If Option Y(UK)1 is
usedThe *project bank* is

TBC

named suppliers
are

TBC

Optional statements

The task schedule is the document entitled

Contract Data entries relating to Z ClausesThe *credit ratings* at the Contract Date and rating agencies issuing them are

party	rating agency	credit rating
<input type="text" value="[Consultant]"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="[Consortium Member]"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="[Guarantor]"/>	<input type="text"/>	<input type="text"/>

Area 7

Structural Inspections Contract (SIC)

Scope

CONTENTS AMENDMENT SHEET

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LIST OF ANNEXES

- 1 Not Used
- 2 Vision, Imperatives, Values and Key Objectives
- 3 Reference Documents
- 4 Insurance
- 5 Not Used
- 6 Information Systems
- 7 Not Used
- 8 Confidentiality, Security and Conflict of Interest
- 9 Not Used
- 10 Not Used
- 11 Not Used
- 12 Communications
- 13 General Health & Safety Requirements
- 14 Not Used
- 15 Not Used
- 16 Not Used
- 17 Performance Management
- 18 Continual Improvement and Innovation
- 19 Records
- 20 Not Used
- 21 Not Used
- 22 Not Used
- 23 Not Used
- 24 Parent Company Guarantee
- 25A Form of Novation (Client to Client)
- 25B Form of Novation (Consultant to Consultant)
- 26 Customer Service
- 27 Environmental Management & Sustainability
- 28 Not Used

1. GENERAL

1.1. Introduction

1.1.1 The *services* to be provided in this contract relate to the inspection of highways structures comprising:

- (1) General Inspections
- (2) Principal Inspections
- (3) Special Inspections
- (4) Monitoring Inspections
- (5) Pre-Opening Inspections
- (6) Safety Inspections
- (7) other structures inspections as required by the *Service Manager*

1.2. Scope of service

1.2.1. In Providing the Service the *Consultant* facilitates the *Client* to achieve the vision and goals set out in Annex 2, as modified and updated by the *Client* from time to time.

1.2.2. The *service* between the *starting date* and the *go live* is defined in the following sections:

- Mobilisation

1.2.3. The *service* from the *go live* date is defined in the following sections:

- General Management
- General Inspections
- Principal Inspections
- Demobilisation

1.2.4. The optional parts of the *service* are defined in the following sections:

- Special Inspections
- Monitoring Inspections
- Pre-Opening Inspections
- Safety Inspections
- Other structural inspections as required by the *Service Manager*

1.2.5. Constraints on how the *Consultant* Provides the Service are defined in the following sections:

- Instruction and Payment Requirements
- Quality Management
- General Health and Safety
- Customer Service and Stakeholder Liaison
- Traffic Management and Access to Network
- Environmental Management and Sustainability
- Commercial Management
- Risk Management
- Procurement and Supply Chain Management
- Information Technology and Data
- General Obligations

1.2.6. The *Client* provides as follows:

- Network Occupancy subject to requests being submitted as required under Section 13
- Information about asbestos containing materials on structures to be inspected
- Access to *Client* information systems as detailed in Annex 6
- Details of site specific health and safety requirements
- Information about the Affected Property relevant to the inspections being undertaken
- Temporary traffic management
- Access only in instances where appropriate scaffolding is already in place

1.3. Affected Property

1.3.1. The Affected Property at the Contract Date is:

- the strategic road network in Area 7
- the associated infrastructure and amenities, and
- other infrastructure and amenities the *Client* is required to improve from time to time within these geographical boundaries.

1.3.2. The boundaries and network details of Area 7 are shown in the Affected Property map as shown in Annex 3.

1.3.3. The list of structures for Area 7 is provided in Annex 3.

- 1.3.4. The details of the structures for Area 7 are provided through the *Client's* Asset Management Information System (see Annex 6, Information Systems).

2. MOBILISATION

- 2.1.1. During the Mobilisation Period the *Consultant* designs and documents a mobilisation plan and submits it to the *Service Manager* for acceptance within two weeks of the *starting date*.
- 2.1.2. The mobilisation plan includes all the tasks, methodologies, dates and timescales necessary during the Mobilisation Period to Provide the Service on the *go live* date.
- 2.1.3. During the Mobilisation Period the *Consultant* delivers the activities in accordance with the mobilisation plan and specifically:
- (1) prepares and manages a risk register relating to mobilisation tasks
 - (2) submits an information security plan no later than two weeks after the *starting date*
 - (3) procures resources so that the *Consultant* is fully able to Provide the Service on the *go live* date
 - (4) ensures employees and Sub-contractors are fully aware of the operation and requirements of this contract, their role and the Quality Plan
 - (5) manages the mobilisation plan
 - (6) identifies key staff and their roles
 - (7) establishes the relevant components of the Business Information Gateway interface and other systems in accordance with Annex 6,
 - (8) prepares and issues the Quality Plan to the *Client* no later than two weeks after the *starting date*
 - (9) attends a one day *Client's* workshop to review use of lean principles for continual improvement
 - (10) becomes familiar with the Affected Property and all interfaces and boundaries
 - (11) takes all reasonable steps to obtain from the Outgoing Consultant and the *Client*, all records, programmes and other information necessary or required for the carrying out of its duties under this contract

- (12) liaises as appropriate with the Outgoing Consultant, any other Consultant of the *Client* on the Affected Property, and any relevant authority, to ensure smooth transitional arrangements. The *Consultant* becomes familiar with any residual duties to be performed by the Outgoing Consultant and any ongoing work being performed on the Affected Property and advises the *Client* as appropriate
- (13) advises the *Client* of any additional services, which the *Consultant* considers appropriate to be performed during the Mobilisation Period no later than one week after the *starting date*
- (14) prepares a records policy document including the disposal of records based upon the *Client's* records policy and submits it to the *Client* for approval, no later than one week after the *starting date*
- (15) prepares a business continuity plan that complies with ISO22301:2012 and best industry practice and submits the draft plan to the *Client* no later than one week after the *starting date* for comment. The *Consultant* finalises the business continuity plan no later than two weeks after the *starting date*
- (16) develops a formal Health and Safety management system in accordance with paragraph 1.2.1 of Annex 13
- (17) prepares a Health and Safety Maturity Matrix Action Plan in accordance with paragraph 1.3.1 of Annex 13
- (18) prepares an environmental management system in accordance with paragraph 2.2.1 of Annex 27
- (19) assists the *Service Manager* to gather and analyse customer and communities' intelligence in accordance with paragraph 3.3.6 in Annex 27
- (20) produces Apprenticeship proposals in accordance with paragraph 3.6.2 of Annex 27
- (21) submits details of the banking arrangements for the Project Bank Account to the *Client* for acceptance
- (22) establishes the Project Bank Account in accordance with the Section 4.1 of Annex 27 and
- (23) submits the Trust Deed including all proposed Named Suppliers within one week of the establishment of the Project Bank Account.

2.1.4. The *Consultant* from the *starting date* develops an evidence-based Inclusion Action Plan in accordance with Annex 27.

3. GENERAL INSPECTIONS

Stage 1 - Inspection

3.1.1. When instructed by the *Client* using a Task Order in undertaking General Inspections (stage 1), the *Consultant*:

- (1) where elements are accessible, measures and records parapet heights to the structure, records missing data and corrects any erroneous entries and
- (2) complies with the requirements of Section 6 (Stage 1) of the Scope.

Stage 2 – Inspection Reporting

3.1.2. In undertaking General Inspections (stage 2), the *Consultant*:

- (1) prepares a report of findings for each structure by inputting the data into the *Client's* Asset Management Information System used by *Client* at the time of inspection
- (2) updates resilience assessment of the structure in accordance with CHE195/7
- (3) the *Consultant* shall complete a risk assessment to consider amending the Principal Inspection interval as defined in BD63/17, for all structures with the exception of those meeting the criteria of BD63/17 clause 8.1.4, and
- (4) complies with the requirements of Section 6 (Stage 2) of the Scope.

3.1.3. The *Consultant's* report includes colour referenced photographs and updated drawings. If a defects drawing from the last Principal Inspection is available, the *Consultant* annotates the drawing to reflect new defects identified.

4. PRINCIPAL INSPECTIONS

Stage 1 - Inspection

4.1.1. In undertaking Principal Inspections (stage 1) the *Consultant*:

- (1) works with the *Client* to determine traffic management requirements and book road space as defined in Section 13
- (2) co-ordinates and co-operates with Others appointed by the *Client* to provide traffic management
- (3) measures and records headroom to each lane, parapet heights to the structure and

- (4) complies with the requirements of Section 6 (Stage 1) of the Scope.

Stage 2 – Inspection Reporting

4.1.2. In undertaking Principal Inspections (Stage 2), the *Consultant*:

- (1) prepares a report of findings for each structure by inputting the data into the *Client's* Asset Management Information System used by the *Client* at the time of inspection
- (2) where a road passes under a structure, the *Consultant* provides a headroom sketch identifying headroom measured at the extents of each lane under the structure at each edge of the bridge deck
- (3) updates headroom records for all structures over carriageways
- (4) updates resilience assessment of the structure in accordance with CHE195/7
- (5) the *Consultant* provides detailed drawings of defects where defect extents and location cannot be easily determined from photographs, or when requested by the *Client*, in AutoCAD or equivalent system
- (6) for structures spanning over watercourses, a Level 1 Scour Assessment as defined in BD97/12 is to be undertaken by the *Consultant* and attached to the inspection report
- (7) the *Consultant* shall complete a risk assessment to consider amending the Principal Inspection interval as defined in BD63/17, for all structures with the exception of those meeting the criteria of BD63/17 clause 8.1.4, and
- (8) complies with the requirements of Section 6 (Stage 2) of the Scope.

5. OTHER INSPECTIONS

- 5.1.1. When instructed by the *Client*, the *Consultant* undertakes Special Inspections. The requirements for each Special Inspection will be provided when the inspection is required.
- 5.1.2. When instructed by the *Client*, the *Consultant* undertakes Monitoring Inspections as defined in BD63. The requirements for each Monitoring Inspection will be provided when the inspection is required.
- 5.1.3. When instructed by the *Client*, the *Consultant* undertakes Pre-Opening Inspections as defined in BD63. The requirements for each Pre-Opening Inspection will be provided when the inspection is required.
- 5.1.4. When instructed by the *Client*, the *Consultant* undertakes Safety Inspections as defined in BD63. The requirements for each Safety Inspection will be provided when the inspection is required.

- 5.1.5. When instructed by the *Client*, the *Consultant* undertakes other structural inspections as required by the *Service Manager*.

6. REQUIREMENTS COMMON TO ALL INSPECTIONS

Stage 1 – Inspection

6.1.1. The *Consultant*:

- (1) prepares for the inspection by reviewing previous inspections and defects, missing inventory/structure data and identifies what data needs to be collected during the inspection
- (2) Undertakes the inspection
- (3) notifies the *Client* of the presence of any previously unknown asbestos containing material or materials that may contain asbestos identified during an inspection
- (4) notifies the *Client* of the presence of any injurious/invasive species of plants encountered on site during an inspection
- (5) notifies the *Client* of the presence of any new constraints relating to the inspection that should be added to the Asset Management Information System
- (6) notifies the *Client* immediately of any safety critical defects identified on site and
- (7) complies with the requirements of Section 6.1.4 of the Scope.

Stage 2 – Inspection Reporting

6.1.2. The *Consultant*:

- (1) inputs the inspection reports into the *Client's* Asset Management Information System used by the *Client* at the time of inspection no later than six weeks from the inspection date to allow checking and authorising of the report within three months of the inspection taking place in accordance with the Asset Data Management Manual (ADMM)
- (2) complies with the requirements of the *Client's* Asset Management Information System user guidelines, when completing reports
- (3) identifies, amends and updates maintenance actions recorded in the Asset Management system and adds further "maintenance actions" where required as described in The SMIS User Guide Volume 3 – Maintenance
- (4) updates all records for all structures where required.

- (5) updates elevation photo and location plans
 - (6) updates elevation drawings if not present or correct
 - (7) inputs and assigns defects including cause of defect and defect photos
 - (8) complies with the requirements of Section 6.1.4 of the Scope
 - (9) the *Consultant* delivers to the *Client* the final deliverable version of any drawings / specifications in an agreed format.
 - (10) if any defects identified are safety critical, the *Consultant* must records them in the inspection report with a note stating that the defect was reported as an emergency at the time of inspection
- 6.1.3. Stage 2 is complete when the *Client* authorises the inspection report in the *Client's* Asset Management Information System. A reason for not authorising the report is that it does not meet the requirements stated in the Scope.

General Requirements

- 6.1.4. The *Consultant*:
- (1) complies with the Design Manual for Roads and Bridges (DMRB) and ADMM with particular reference made to BD 63/17, BD 62/07, BD 53/95 and BD 97/12
 - (2) follows best practice guidance within the Bridge Inspection Manual.

7. EMERGENCY RESPONSE AND SAFETY CRITICAL DEFECTS

- 7.1.1. When instructed by the *Client*, the *Consultant* provides Emergency Response and assesses the safety critical defects by attending the site and commences an onsite assessment within two hours.
- 7.1.2. When instructed by the *Client*, the *Consultant* inspects, monitors, reports and advises on the condition of and impacts of safety critical defects. This includes defects identified by the *Consultant* during inspections or identified by Others. The specific requirements will be defined based on needs defined at the time the safety critical defect occurs.

8. DEMOBILISATION

- 8.1.1. The *Consultant* delivers the following information to the *Client* for acceptance:

- (1) all relevant inventories and records including any electronic inventories/records
 - (2) records of all *services* carried out
 - (3) a report on all known outstanding defects, work in progress and the *Consultant's* assessment of all duties that would appropriately be performed by the *Consultant* after the *completion date*.
- 8.1.2. All information must be in a readily accessible format agreed with the *Service Manager* and is to include the relevant software licences. A draft of the information is provided three months before the *completion date* and is finalised one week before the *completion date* or at a time agreed with the *Service Manager*.
- 8.1.3. The *Consultant*:
 - (1) makes all necessary data available and assistance to enable the Incoming Consultant to perform its duties
 - (2) transfers all digital information that is accumulated as a result of Providing the Service to the *Client*, other than the *Consultant's* digital information relating to the acquisition and management of the *Consultant's* resources, at the *completion date*.

9. INSTRUCTION AND PAYMENT REQUIREMENTS

9.1. Task Orders

- 9.1.1. Other than Mobilisation and Demobilisation, the *Service Manager* instructs the *service* via Task Orders.
- 9.1.2. Task Orders are issued in accordance with clause Z102.
- 9.1.3. The *Service Manager* issues Task Orders electronically, either using the Forms of Task Order in Annex 3, or via the *Client's* Finance and Works Management System.

9.2. Optional Service

- 9.2.1. Where part of the *service* is defined as Optional, the *Consultant* only performs that work as part of a Task if it is included in a Task Order.
- 9.2.2. Prior to instructing the change to the Scope, the *Service Manager* consults with the *Consultant* and undertakes an assessment to check and agree that the *Consultant* is capable and has capacity to carry out the *service*, together with any assessment required to discharge the *Client's* CDM responsibilities.

10. QUALITY MANAGEMENT

10.1. Quality Plan

10.1.1. The *Consultant* Provides the *Services* under a quality management system which

- (1) complies with BS EN ISO 9000:2015 (or the current standard that replaces it)
- (2) incorporates an environmental management system consistent with ISO 14001 (or current standard that replaces it)
- (3) has third party certification from an accreditation body approved by the applicable national member of the European Co-operation on Accreditation or is operating in preparation for accreditation within 12 months of the Contract Date; and
- (4) includes processes for delivering continual improvement following the guidance in ISO 9004 or any equivalent standard which is generally recognised as having replaced it and
- (5) complies with good industry practice.

10.1.2. The Quality Plan incorporates the proposals in the Promises Statement and is sufficiently detailed to demonstrate how the *Consultant* will achieve each of the commitments in the Quality Statement and meet the *Client's* objectives for the contract.

10.1.3. The *Client* notifies the *Consultant* if they consider that the Quality Plan does not comply with the requirements of this contract. Following such notification, the *Consultant* reviews the Quality Plan and reports to the *Client* setting out his proposed changes. If the *Client* accepts the proposals the Quality Plan is changed.

10.1.4. The *Client* may carry out audits of the *Consultant's* quality management system from time to time. The *Consultant* allows access at any time within working hours to any place where they or any Subconsultant carries out any work that relates to this contract for the *Client* to carry out audits, to inspect work and materials and generally to investigate whether the *Consultant* is performing their obligations under this contract. The *Consultant* provides all facilities necessary to allow such audits and inspections to be carried out.

10.1.5. Following notification of a Defect, the *Consultant* submits to the *Client* for acceptance the corrective and preventative action proposals to deal with the nonconformity. The *Consultant* does not take action to deal with the nonconformity until the *Client* has accepted the proposals.

- 10.1.6. Within one week of the *Consultant* submitting the proposed corrective and preventative action for acceptance, the *Client* either accepts the proposal or notifies the *Consultant* of the reason for not accepting it. A reason for not accepting the proposed action is that:
- (1) it does not deliver the corrective action required to ensure that nonconformities do not recur or
 - (2) it does not comply with the Scope.
- 10.1.7. If the *Client* does not accept the proposed action, the *Consultant* submits a revised proposal to the *Client* for acceptance within one week.
- 10.1.8. The *Consultant* corrects nonconformities and takes action to eliminate the causes of actual or potential nonconformities within a time which minimises the adverse effect on the *Client* or Others and in any event before carrying out any operation the same or similar as that in respect of which the nonconformity occurred.
- 10.1.9. The *Consultant* notifies the *Client* when the proposed actions have been taken and provides with their notification verification that the defective part of the *services* has been corrected.
- 10.1.10. Quality Management Points are accrued for the failures listed on the Quality Table below whether arising from an audit by the *Consultant*, the *Client* or the relevant certification body.

Quality Management Points in respect of failures 1, 4, 5, 6, 8, 10, 11, 12, 13, 14 and 15 which are identified other than by audit accrue from the date of identification. Quality Management Points which accrue from an audit accrue from the date of the audit.

Failure		Quality Management Points	Period of effect
1	No Quality Manager in post	15	Until a <i>Consultant's</i> audit confirms the failure is rectified and this is accepted by the <i>Client</i>
2	Failure to have a complete Quality Plan in place and operating	15	Until a <i>Consultant's</i> audit confirms the failure is rectified and this is accepted by the <i>Client</i>
3	Failure to identify a Nonconformity	5 per Nonconformity	2 months
4	Failure to raise a Nonconformity report in accordance with the contract	5 per Nonconformity	6 months

5	Failure to raise a corrective action plan in accordance with the contract	5 per Nonconformity	6 months
6	Failure to rectify a Nonconformity in the time set out in a corrective action plan (see 10.1.11)	5 per Nonconformity	Until a <i>Consultant's</i> audit confirms the failure is rectified and this is accepted by the <i>Client</i>
7	Failure to correct the Quality Plan in the manner set out in a corrective action plan (see 10.1.11)	10 per failure	Until a <i>Consultant's</i> audit confirms the failure is rectified and this is accepted by the <i>Client</i>
8	Failure to prevent repeat Nonconformities	5 per repeat Nonconformity	6 months
9	Failure to implement recommendations in an audit report (see 10.1.11)	5 per recommendation	Until a <i>Consultant's</i> audit confirms the failure is rectified and this is accepted by the <i>Client</i>
10	Failure to carry out a planned internal audit	15 per audit	Until a <i>Consultant's</i> audit confirms the failure is rectified and this is accepted by the <i>Client</i>
11	Carrying out work without release of hold point	10 per item	6 months
12	Failure to make records available for inspection by the <i>Client</i>	10 per failure	Until the records are made available
13	Failure to allow access for <i>Client</i> audits	10 per failure	Until access is allowed
14	Failure to notify the <i>Client</i> of change to Processes and Procedures	5 per failure	6 months
15	Failure by <i>Consultant</i> to accrue Quality Management Points that should have been accrued or where the <i>Consultant</i> has been instructed to accrue Quality Management Points by the <i>Client</i>	The number of Points that should have been accrued	The period applicable to the failure that should have accrued Points
		An additional number of Points equivalent to the Points that should have been accrued	6 months from the actual accrual date of the Quality Management Points that should have been accrued

10.1.11. For this failure (mentioned in the table in 10.1.10) additional Quality Management Points equal to the number already accrued for the failure are accrued at each audit until a *Consultant's* audit confirms that rectification / correction / implementation / action has taken place, and this is accepted by the *Client*.

10.1.12. Quality Management Points and failure are read in conjunction with Annex 17 and associated documents.

10.2. Performance Management

10.2.1. The *Consultant* manages performance in accordance with Annex 17.

10.2.2. The *Consultant* submits a Monthly Review Progress Report in accordance with the guidance in Annex 3.

10.3. Continual Improvement

10.3.1. The *Consultant* manages continual improvement using the approach outlined in ISO 9001:2015 and ISO 9004: 2009 and the principles set out in Annex 18.

10.3.2. When instructed by the *Service Manager* in accordance with clause Z108.5 of the *additional conditions of contract*, the *Consultant* prepares detailed specifications for and carries out trials of a proposed Enhancement.

10.4. Records

10.4.1. The *Consultant* creates and maintains records in accordance with Annex 19.

10.4.2. The *Consultant* undertakes translation of existing records into an accepted format when instructed by the *Client*.

11. GENERAL HEALTH AND SAFETY

11.1.1. The *Consultant* meets the requirements of Annex 13 in relation to Health and Safety duties.

12. CUSTOMER SERVICE AND STAKEHOLDER LIAISON

12.1. Customer Service

12.1.1. The *Consultant* carries out the customer service requirements of Annex 26.

12.2. Consultation, Liaison and Planning

- 12.2.1. The *Consultant*, when instructed by the *Client*, attends meetings convened by the *Client* and Others relating to the management, operation, performance and maintenance of the Affected Property and Providing the Service.

12.3. Disclosure Requests

- 12.3.1. The *Consultant* acknowledges that the *Client* may receive Disclosure Requests and that the *Client* may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the *Client* consults with the *Consultant* before doing so in accordance with the relevant Code of Practice. The *Consultant* uses its best endeavours to respond to any such consultation promptly and within any deadline set by the *Client* and acknowledges that it is for the *Client* to determine whether such information should be disclosed.
- 12.3.2. When requested to do so by the *Client*, the *Consultant* promptly provides information in its possession relating to this contract and assists and co-operates with the *Client* to enable the *Client* to respond to a Disclosure Request within the time limit set out in the relevant legislation.
- 12.3.3. The *Consultant* promptly passes any Disclosure Request which it receives to the *Client*. The *Consultant* does not respond directly to a Disclosure Request unless instructed to do so by the *Client*.

12.4. Communications

- 12.4.1. The *Consultant* communicates in accordance with the requirements in Annex 12.

12.5. Specified Agreements

- 12.5.1. For any specified agreements as defined in the Task Order, the *Consultant* confers and collaborates with Others to facilitate performance by them of work relating to the obligations of the *Consultant* or which may affect the Affected Property.

13. TRAFFIC MANAGEMENT AND ACCESS TO NETWORK

- 13.1.1. The *Client* provides traffic management stated in Section 1.2.6 to allow the *Consultant* to Provide the Service.
- 13.1.2. The *Consultant* collaborates with the *Client* and Others to share traffic management and road space.

- 13.1.3. The *Consultant* requests road space from the *Client* in accordance with the Network Occupancy Requirements (refer to Annex 3).
- 13.1.4. The *Consultant* obtains a motorway permit from the *Client* before accessing the Affected Property and ensures that all staff wear appropriate PPE. The *Consultant* provides all relevant equipment and clothing for the inspections.
- 13.1.5. The *Consultant's* staff do not access the Affected Property without the appropriate induction by the *Consultant* and notifying and gaining approval from the *Client's* ROC. Where working on site under the control of Others, the *Consultant's* staff do not access the site without the appropriate site induction from the principal contractor.
- 13.1.6. The *Client* arranges access to the Affected Property including any necessary third party approvals (including but not limited to any required Network Rail Basic Asset Protection Agreement (BAPA) to be made between Network rail and the *Client* or any licences necessary to achieve access through privately owned land).
- 13.1.7. When instructed by the *Client*, the *Consultant* provides scaffolding or other specialist access platforms to enable access for inspections.
- 13.1.8. The *Consultant* provides equipment necessary to access the Affected Property including all vehicles required to deliver and deploy such equipment.

14. ENVIRONMENTAL MANAGEMENT AND SUSTAINABILITY

- 14.1.1. The *Consultant* carries out the environmental, social and economic sustainability requirements of Annex 27.

15. COMMERCIAL MANAGEMENT

15.1. Compensation Events

- 15.1.1. The *Consultant* uses the forms provided by the *Client* to submit details of compensation events.

15.2. Certification of people rate

- 15.2.1. At the time of calculating a *people rate* under the Schedule of Cost Components, the *Consultant* provides a certificate from the *Consultant's* Chief Financial Officer or Director of Finance (or an equivalent officer authorised to bind the *Consultant* and agreed in writing by the *Service Manager* before the calculation is carried out) confirming that the calculation:
- is accurate and not misleading

- has been prepared in conformity with generally accepted accounting principles within the United Kingdom
- is a true and fair reflection of the information included within the *Consultant's*:
 - books
 - management and statutory accounts and
 - other documents and records
- complies with the contract

16. RISK MANAGEMENT

16.1. Risk Management

- 16.1.1. The *Consultant* identifies, manages and mitigates risks in accordance with the ISO31000.

16.2. Business Continuity

- 16.2.1. The *Consultant* undertakes a business continuity plan test event testing the plan every year. The *Consultant* agrees with the *Client* the test scenario prior to the business continuity plan test. Following the business continuity plan test, the *Consultant* prepares a feedback report with any proposed amendments to the business continuity plan and submits the report to the *Client* within two weeks. The *Consultant* implements any proposed amendments as instructed by the *Client*.

17. PROCUREMENT AND SUPPLY CHAIN MANAGEMENT

17.1. Subcontracting

- 17.1.1. The *Consultant* includes in the *conditions of contract* for each subcontract:
- An obligation on the Subcontractor to work with the *Consultant* to assist the *Client* to achieve its objectives for the contract
 - An obligation on the Subcontractor to keep detailed cost records in the same format, containing the same details and for the same period as the *Consultant* is required to keep, and to make the records available to the *Consultant* and the *Service Manager* and its representatives on request

- A term requiring (at the *Client's* option) the assignment or novation of the subcontract to the *Client* or an Incoming Consultant following the termination of the contract
- A term requiring the *Consultant* to pay the Subcontractor within a specified period (not exceeding 19 days after the due date in the contract) for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in the contract
- A term requiring the Subcontractor to include in each subsubcontract the same requirement, except that the period for payment is to be not greater than 23 days after the due date in the contract
- A provision requiring each further stage subcontract to contain provisions to the same effect as these requirements, with the intention that all subsubcontractors (at any stage of remoteness from the *Client*) are to be paid within 30 days after the date on which payment becomes due under the contract and
- A provision requiring the Subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the *Consultant*
- A provision in all subcontracts stating that it will not deduct retention from any amount due to the Subcontractor.

17.1.2. The *Consultant* notifies non-compliance with the timescales for payment:

- To the *Service Manager* and
- Through the Efficiency and Reform Group Supplier Feedback Services.

17.1.3. The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause.

18. INFORMATION TECHNOLOGY AND DATA

18.1. Data Protection

18.1.1. For the purposes of the contract and the Data Protection Legislation

- For the purposes of this section only, the *Client* is the Controller
- the *Consultant* is the Processor and
- this section constitutes a data processing agreement where required by the Data Protection Legislation.

- 18.1.2. The *Consultant* processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of Providing the Service.
- 18.1.3. The *Consultant* complies with the requirements of Procurement Policy Note 02/18 entitled 'Changes to Data Protection Legislation and General Data Protection Regulation (PPN 02/18)' or any later revision and any related supplementary Procurement Policy Notes in Providing the Service.
- 18.1.4. The *Consultant* 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.
- 18.1.5. The *Consultant* obtains and maintains until Completion all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Legislation in respect of Providing the Service.
- 18.1.6. The *Consultant* only processes Data to the extent it relates to;
- the types of Data
 - the categories of Data Subject and
 - the nature and purpose
- 18.1.7. Without prejudice to paragraph 18.1.3 the *Consultant* processes the Data only in accordance with the instructions of the *Client*, unless the *Consultant* 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 *Consultant* is subject. If the *Consultant* is required to process the Data for these other reasons, it informs the *Client* before carrying out the processing, unless prohibited by relevant law.
- 18.1.8. The *Consultant* immediately informs the *Client* if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.
- 18.1.9. The *Consultant* has in place and maintains for as long as it holds any Data in accordance with the current good industry practice, taking into account the state of the art, the costs of implementing and the nature, scope, context and purposes of processing
- appropriate technical and organisational measures (having regard to the nature of the Data) 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 *Consultant's* processing is in accordance with the Data Protection Legislation and protects the rights of Data Subjects

18.1.10. The *Consultant* 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 and 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.

18.1.11. The *Consultant* ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in clause Z5 (Confidentiality) and this section and are aware of the *Consultant's* obligations under the contract and the Data Protection Legislation.

18.1.12. The *Consultant* ensures access to the Data is limited to those persons who need access in order for the *Consultant* 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.

18.1.13. Where the *Consultant* obtains or collects Personal Data on behalf of the *Client*, the *Consultant*:

- provides to Data Subjects a data protection notice in a form accepted by the *Service Manager*, informing the Data Subject of the identity of the *Client*, the identify of any data protection representative it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair; and
- where applicable, obtains all necessary consents for the processing of Data.

18.1.14. On request, the *Consultant*, takes all necessary actions and provides the *Client* with all reasonable assistance necessary for the *Client* to comply with Data Subjects 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.

18.1.15. The *Consultant* immediately notifies the *Client* if it receives

- a Data Subject Request (or purported Data Subject Request); or
- 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.

18.1.16. The *Consultant* 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.

18.1.17. The *Consultant* does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the *Service Manager*. Where the *Service Manager* agrees, the *Consultant*:

- provides evidence (acceptable to the *Client*) of appropriate safeguards as required by the Data Protection Legislation and
- complies with the instructions of the *Client*.

18.1.18. The *Consultant* 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 *Consultant* 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 *Consultant* is subject that requires Data to be retained.

18.1.19. The *Consultant* 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 measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects.

18.1.20. In the event of a Security Incident, the *Consultant* 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.

18.1.21. On request (but not more than once in any 12-month period) the *Consultant* provides to the *Service Manager* all necessary information to demonstrate the *Consultant's* compliance with this section.

18.1.22. The *Consultant* promptly provides all assistance and information requested by any Supervisory Authority or required by the *Service Manager* 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.

18.1.23. The *Consultant* maintains electronic records of all processing activities carried out on behalf of the *Client*, including:

- the information described in paragraph 18.1.6 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 18.1.9 of this section.

The *Consultant* makes these records available to the *Service Manager* promptly on request.

18.1.24. The *Consultant* does not engage any Sub-Processor without the prior consent of the *Service Manager*.

18.1.25. 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; and
- Obtain the written consent of the Controller; and
- 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.

18.1.26. The Processor shall remain fully liable for all acts or omissions of any of its Sub-Processors.

18.1.27. 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).

18.1.28. 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 Commissioners Office.

18.1.29. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

18.1.30. 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.

18.1.31. A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

18.2. Information Security

18.2.1. The *Consultant* prepares and maintains a robust information security plan complying with the *Client's* security policy and submits it to the *Client* for acceptance. The *Consultant* includes the security plan in its quality management system. The security plan includes procedures which:

- (1) ensure compliance with the Data Protection Legislation;
- (2) protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data;
- (3) ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data; and
- (4) protect IT systems from viruses and similar threats.

18.2.2. The *Consultant* provides training for its employees and Subcontractors in accordance with the security plan.

18.3. Offshoring of Data

18.3.1. In this section Risk Assessment is a full risk assessment and security review carried out by the *Client* in accordance with the HMG Security Policy Framework (SPF) dated May 2018 and the Highways England Information Security Data Standard, or any later revision or replacement.

18.3.2. The *Consultant* 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):

- (1) offshore or
- (2) in any way that it could be accessed from an offshore location

until the *Client* has confirmed to the *Consultant* that either

- (1) 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
- (2) such approval is not required.

18.3.3. The *Consultant* ensures that no offshore premises are used in Providing the Service until

- (1) such premises have passed a Risk Assessment or
- (2) the *Client* confirms to the *Consultant* that no Risk Assessment is required

18.3.4. The *Consultant* complies with a request from the *Client* to provide any information required to allow the *Client* to

- (1) gain approval for storing data or allowing access to data from an offshore location in accordance with 18.3.2 or

- (2) conduct a Risk Assessment for any premises in accordance with 18.3.3

18.3.5. The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause.

18.3.6. A failure to comply with this condition is treated as a substantial failure by the *Consultant* to comply with its obligations.

18.4. Information Systems

18.4.1. The *Consultant* maintains and operates the Business Information Gateway interface in accordance to Annex 6 for:

- (1) the management of information and records relating to the Affected Property
- (2) the support of decisions relating to programmes of work for maintenance and improvement of the Affected Property
- (3) receiving and transmitting communications, information, records and data from and to the *Client* and
- (4) the operation of management information systems, which are part of the information and communication technology owned and managed by the *Client*.

18.4.2. The *Consultant* operates the *Client's* Current Systems and the *Client's* New Systems detailed in Annex 6.

18.4.3. The *Consultant* uses those systems, standards and procedures detailed in Annex 6, and facilitates new operating practices required as a result of the *Client's* amendments to the systems, standards and procedures detailed in Annex 6.

18.4.4. Within two weeks of a termination for any reason, the *Consultant* returns to the *Client* any confidential or proprietary information belonging to the *Client* in the *Consultant's* possession or control and deletes (and procures that any Subcontractor deletes) any electronic information or data held by the *Consultant* or any Subcontractor relating to the *Client* or the contract.

19. GENERAL OBLIGATIONS

19.1.1. The *Client* may use material provided by the *Consultant* under this contract for any purpose.

19.1.2. In Providing the Service the *Consultant*:

- (1) ensures that the key objectives for this contract set out in Annex 2 are met, including designing and implementing processes and procedures in its Quality Plan in a manner that achieves the key objectives and continually looks to identify new innovative more efficient ways of delivering the key objectives
- (2) minimises the risk of damage or disturbance to or destruction of third party property, and
- (3) ensures the *Client* and Others with statutory duties or functions in relation to the Affected Property or other adjoining roads are able to perform those duties and functions unimpaired.

19.1.3. The *Consultant* co-operates with the *Service Manager* in obtaining and providing information which they need in connection with the Affected Property.

19.1.4. The *Consultant* manages its activities in such manner as to assist the *Client* to meet the targets in the *Client's* business plan as modified and updated from time to time.

19.1.5. The *Consultant* reports on the performance of the *services* and attends all meeting arranged by the *Client* for the discussions on matters connected with the performance of the *services*.

19.1.6. Identified and defined terms are set out in Appendix A.

19.2. Statutory Powers

19.2.1. The *Consultant* advises the *Client* where it becomes aware that it is necessary or beneficial for the *Client* to use any statutory power in order for the *Consultant* to fulfil its duties.

19.2.2. The *Consultant* carries out additional *services* not required to undertake the *Consultant's* other responsibilities under this contract, when instructed by the *Client* to support the *Client* in exercising their statutory powers.

19.3. Reference Documents

19.3.1. The *Client* has developed and identified reference documents to meet its procedural and technical requirements. The current documents are set out in Annex 3. In Providing the Service, the *Consultant* meets the *Client's* requirements and complies with the requirements of the reference documents in Annex 3.

19.4. Confidentiality, Security and Conflict of Interest

- 19.4.1. The *Consultant* arranges for staff to be vetted in accordance with the requirements of the *Consultant* in Annex 8 whether this be during or after mobilisation.
- 19.4.2. The *Consultant* manages conflict of interest in accordance with the requirements of the *Consultant* in Annex 8.

19.5. Official Secrets Act

- 19.5.1. The Official Secrets Act 1989 applies to the contract from the *starting date* until the *defects date* or earlier termination. The *Consultant* notifies its employees and Subcontractors of their duties under this Act.
- 19.5.2. A breach of paragraph 19.5.1 is treated as a substantial failure by the *Consultant* to comply with its obligations.

19.6. Anti-Bribery and Anti-Fraud

- 19.6.1. The *Consultant* complies (and ensures that any person employed by it or acting on its behalf complies) with the *Client's* Anti Bribery Code of Conduct and Anti-Fraud Code of Conduct, collectively "the Codes". The *Consultant* complies with the Codes until Completion of the whole of the *service* and with

- paragraph 4 of the *Client's* Anti Bribery Code of Conduct and
- paragraph 3 of the *Client's* Anti-Fraud Code of Conduct

until 12 years after Completion of the whole of the *service*.

- 19.6.2. A failure to comply with this condition is treated as a substantial failure by the *Consultant* to comply with its obligations.
- 19.6.3. The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause.

19.7. Discrimination, Bullying and Harassment

- 19.7.1. The *Consultant* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.
- 19.7.2. In Providing the Service, the *Consultant* co-operates with and assists 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.
- 19.7.3. Where any *Consultant's* employee or Subcontractor, 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 *Consultant* ensures that each such employee or subcontractor, 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.
- 19.7.4. The *Consultant* notifies the *Service Manager* in writing as soon as it becomes aware of any investigation or proceedings brought against the *Consultant* 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; and
 - attends (and permits a representative from the *Client* to attend) any associated meetings; and
 - promptly allows access to any relevant documents and information; and
 - cooperates fully and promptly with the investigatory body, court or tribunal.
- 19.7.5. The *Consultant* complies with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the subcontractors (at any stage of remoteness from the *Client*) also comply
- 19.7.6. The *Consultant* implements due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 19.7.7. The *Consultant* 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 *Project Manager* no later than 1st August each year an annual
- slavery and human trafficking report; and
 - 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

- 19.7.8. The *Consultant* 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
- 19.7.9. The *Consultant* 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
- 19.7.10. The *Consultant* complies (and ensures that any Subcontractor complies) with the *Client's* policies relating to bullying and harassment. If the *Service Manager* considers that the presence or conduct of any of the employees (at any stage of remoteness from the *Client*) at any location relevant to the performance of the *service* is undesirable or in breach of the *Client's* policies, the *Service Manager* instructs the *Consultant* to implement corrective action.
- 19.7.11. The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) relevant to the performance of the *services*, contains provisions to the same effect as this section. The *Consultant*, may propose to the *Service Manager* for acceptance, that a specific subcontract (at any stage of remoteness from the *Client*) relevant to the performance of the *services*, does not comply with the requirements of this section 19.7. The *Consultant* provides a detailed reason for not including some or all the requirements of this section 19.7 in the specific contract. The *Consultant* provides further detail when requested by the *Service Manager* to assist their consideration. If accepted by the *Service Manager*, the *Consultant* is relieved from including some or all the requirements of this section 19.7 in the specific contract.
- 19.7.12. A failure to to comply with this condition is treated as a substantial failure by the *Consultant* to comply with its obligations.

19.8. Pensions

- 19.8.1. Appointed Actuary is the actuary appointed to the *Consultant's* Pension Plan from time to time in accordance with Section 47 of the Pensions Act 1995 and the regulations made under it.
- 19.8.2. *Consultant's* Alternative Pension Plan is the pension scheme established or nominated by the *Consultant* for the purposes of paragraph 19.8.14 and which satisfies the conditions set out in paragraph 19.8.15.

- 19.8.3. *Consultant's* Pension Plan is the pension scheme established or nominated by the *Consultant* for the purposes of paragraph 19.8.8 and which satisfies the conditions set out in paragraph 19.8.9.
- 19.8.4. GAD Certificate is the certificate issued by the Government Actuary's *Department* in respect of the *Consultant's* Pension Plan (or any replacement pension scheme established or nominated by a Subcontractor) confirming the broad comparability of the *Consultant's* Pension Plan (or the replacement scheme) to the Original Scheme.
- 19.8.5. Local Government Pension Scheme is the pension scheme governed by the Local Government Pension Scheme Regulations (SI 1997/1612) as amended from time to time.
- 19.8.6. Original Scheme is the Local Government Pension Scheme, or such other public service pension scheme as was applicable.
- 19.8.7. Outgoing Consultant's Pension Scheme is the registered pension scheme or schemes operated by an Outgoing Consultant immediately prior to the *go live date* which has been certified by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Original Scheme.
- 19.8.8. The *Consultant* ensures that any Transferring Employees:
- who were originally employed by a public sector *Client* in providing *services* similar to the service and were members of the Original Scheme
 - whose employment transferred to a private sector employer pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 1981 or TUPE and who have been continuously employed in providing *services* similar to the service up to the go live date and
 - who immediately before the go live date are members of the Outgoing *Consultant's* Pension Scheme
 - automatically become members of the *Consultant's* Pension Plan on and from the go live date and (except in the case of any such Transferring Employee who opts out of membership of the *Consultant's* Pension Plan in writing in a form approved by the *Client*) remain members of the *Consultant's* Pension Plan throughout the period of their employment in connection with Providing the Service.
- 19.8.9. The *Consultant* ensures that the *Consultant's* Pension Plan
- is a registered pension scheme for the purposes of the Finance Act 2004;

- is a scheme which (in the opinion of the Government Actuary's Department acting in accordance with its Statement of Practice) is a broadly comparable scheme to the Original Scheme assessed at the point the Transferring Employees left the Original Scheme, or with the *Client's* agreement assessed at the go live date on the basis that the Transferring Employees had remained active members of the Original Scheme; and
- is a scheme which satisfies all of the *Consultant's* benefit obligations under TUPE and the Pensions Act 2004.

19.8.10. The *Consultant* submits such documents and information as the *Client* may reasonably require to enable the *Client* to satisfy itself that the *Consultant's* Pension Plan complies with the requirements of paragraph 19.8.9 and the *Consultant* delivers a GAD Certificate to the *Client* at least three months before the *go live date*.

19.8.11. Unless the prior written consent of the *Client* is given, the *Consultant*

- complies with the requirements of the Pensions Act 2004, the Occupational Pension Schemes (Member-Nominated Trustee and Directors) Regulations 2006, the Pension Regulator's Code of Practice no 8 (member-nominated trustee and directors - putting in place and implementing arrangements) and all other applicable legislative or regulatory requirements insofar as they relate to the appointment of member nominated trustees or directors
- ensures that the *Consultant's* Pension Plan contains a provision requiring that no amendment to the *Consultant's* Pension Plan can be made in respect of the Transferring Employees referred to in paragraph 19.8.8 which could reduce the value of the accrued benefits of any such Transferring Employee (or any beneficiary claiming by or through them), such value to be calculated on a basis which allows for service (including, but not restricted to, service credited following transfers of assets to the Outgoing *Consultant's* Pension Scheme from other pension schemes) to the date upon which the power to amend is exercised and the expected future growth in earnings of the Transferring Employee in question as determined by the trustees of the *Consultant's* Pension Plan from time to time having consulted the Appointed Actuary and
- ensures that the *Consultant's* Pension Plan contains a provision requiring that the transfer value payable in respect of any Transferring Employee referred to in 19.8.8 or any group of such Transferring Employees who leaves the employment of the *Consultant* as a result of the transfer of any undertaking which is

part or the whole of an undertaking transferred to the *Consultant* under the contract will be a value reflecting expected future increases in salary of such Transferring Employee or Transferring Employees concerned and will, as a minimum, be no less (in the opinion of the Government Actuary's Department) than the transfer value calculated on the same, or a more generous basis as that used to calculate the transfer value to the *Consultant's* Pension Plan as provided for in paragraph 19.8.12.

If the transfer payment paid by the trustees or administrators of the *Consultant's* Pension Plan is less (in the opinion of the Government Actuary's Department) than the transfer payment which would have been paid, the *Consultant* shall pay to the receiving scheme the amount of the difference.

19.8.12. The *Consultant* procures that the *Consultant's* Pension Plan will accept a bulk transfer from the trustees or administrators of the Outgoing Consultant's Pension Scheme or the Original Scheme (as appropriate) on terms agreed between the actuary to the Outgoing Consultant's Pension Scheme or the actuary to the Original Scheme (as appropriate) and the Appointed Actuary in respect of all of the Transferring Employees referred to in paragraph 19.8.8 who become members of the *Consultant's* Pension Plan and requests the trustees or administrators of the Outgoing Consultant's Pension Scheme or the Original Scheme to make such a transfer in respect of them. The *Consultant* further procures that, in the cases of Transferring Employees in respect of whom a bulk transfer is made, the benefits granted under the *Consultant's* Pension Plan in respect of pensionable service before the *go live date* are granted on the equivalent of a day for day service credit basis or the actuarial equivalent thereof as agreed between the appropriate actuary and the Appointed Actuary.

19.8.13. If any of the Transferring Employees referred to in paragraph 19.8.8 has their employment terminated by the *Consultant* for reasons of redundancy or operational efficiency during the period up to and including the *completion date*, the *Consultant* (to the extent that the relevant benefit has not been provided under any other provision of the contract)

- uses its best endeavours to procure that an amount, equivalent to any additional pension benefits which would have been paid to the Transferring Employee from the Original Scheme had they remained in service with their previous public sector employer and been made redundant by that employer on the date on which their employment is actually terminated by the *Consultant*, is paid from the *Consultant's* Pension Plan
- in the event that the *Consultant* is unable to procure the additional benefits from the *Consultant's* Pension Plan, pays

compensation to the Transferring Employee which is equivalent in terms of value and manner of payment to that which would have been paid from the *Consultant's* Pension Plan and

- procures the payment of any benefit other than on redundancy or for reasons of operational efficiency which is not an old age invalidity or survivors' benefit either through the relevant *Consultant's* pension scheme or, if that is not possible, by paying compensation, where the obligation to do so has transferred to the *Consultant* under TUPE, on the same basis as that which applies on redundancy.

19.8.14. The *Consultant* ensures that any Transferring Employees who immediately before the *go live date* are members of the Outgoing Consultant's (non-Government Actuary's Department certified) pension scheme and who were not members of the Original Scheme automatically become members of the *Consultant's* Alternative Pension Plan on and from the *go live date* and (except in the case of any such Transferring Employee who opts out of membership of the *Consultant's* Alternative Pension Plan in writing in a form approved by the *Client*) remain members of the *Consultant's* Alternative Pension Plan throughout the period of their employment in connection with Providing the Service.

19.8.15. The Consultant's Alternative Pension Plan is

- a registered pension scheme for the purposes of the Finance Act 2004 and
- a scheme which, as a minimum, fulfils the *Consultant's* benefit obligations under TUPE and the Pensions Act 2004.

19.8.16. Where the employment of any Transferring Employee is transferred to a Subcontractor, the *Consultant* procures that the Subcontractor

- complies with the requirements of paragraph 19.8.9 to 19.8.12 in relation to any Transferring Employee to whom paragraph 19.8.8 applies and complies with the requirements of 19.8.15 in relation to any Transferring Employee to whom 19.8.14 applies (as the case may be) and
- imposes similar requirements on any subsequent transferee of the Transferring Employees.

19.8.17. The *Consultant* ensures that no announcement (whether or not in writing) will be made by the *Consultant* or any Subcontractor to the Transferring Employees without the consent in writing of the *Client*.

19.9. Parent Company Guarantee

19.9.1. The *Consultant* provides a Parent Company Guarantee as set out in Annex 24 where required by the *Client*.

19.10. Form of Novation

19.10.1. The Form of Novation agreement referred to in clause Z4.2 is set out in Annex 25 A.

19.10.2. The form of Novation agreement referred to in clause Z4.3 is set out in Annex 25B

19.11. Inspector Competencies

19.11.1. The *Client* requires the *Consultant* to provide inspectors either certified under the 'Bridge Inspector Certification Scheme' (BICS), or else actively working towards certification with demonstrable competence. This scheme is being administered by LANTRA as National Highways Sector Scheme 31 to require bridge inspectors to demonstrate that they have attained a range of competencies that are considered necessary to undertake inspections of highway structures.

19.11.2. The requirements consist of the following seven core competencies:

- C1 – Introduction to Inspections
- C2 – Structures Types and Elements / Behavior of Structure
- C3 – Inspection Process
- C4 – Defects Descriptions and Causes
- C5 – Investigation and Testing
- C6 – Repair Techniques
- C7 – General Aptitude

19.11.3. The *Consultant* is to inform the *Client* how many inspectors intend to be working on the contract are BICS certified at Inspector/Senior Inspector level and the progress of those yet to achieve BICS certification. A limited number (max 25% of a team) of trainee inspectors, who have not yet achieved certification, may assist with inspections to allow them to gain experience.

APPENDIX A

IDENTIFIED AND DEFINED TERMS

In this Scope, terms identified in the Contract Data are in italics. The term Contractor when used in the Annexes means the *Consultant*. Terms with capital initials are defined in the *conditions of contract* or have the meanings given to them below:

- (1) The Partners are *Consultants* and contractors notified by the *Client* to the *Consultant* with whom the *Client* has entered into contracts for the provision of construction works, design, specialist support and other *services* in connection with the maintenance, repair, renewal and improvement of the Affected Property.
- (2) Current System is a system that is authorised for use by the *Client* at the Contract Date and includes all of the systems set out in Table 3 of Annex 6.
- (3) The Regional Operations Centre (ROC) is the *Client's* 24-hour emergency/incident contact facility (combining the functions of the previous Network Control Centre and Regional Control Centre).
- (4) New System is a revision to a Current System or a system development identified in Table 4 of Annex 6 for which the *Client* will specify the training and implementation programme and System requirements necessary for its implementation and operation by the *Consultant*.
- (5) System includes processing equipment, application programs, digital data or digital reference information.
- (6) A Task Brief is the document issued by the *Client* describing the *services* and other information pertinent to Provide the Service.
- (7) A Task Quotation is the document issued by the *Consultant* in response to the Task Brief.
- (8) Efficiency and Reform Group Supplier Feedback Services are the feedback services established by the Government from time to time in connection with the purposes of making Government more efficient and reforming the way public services are provided.
- (9) Mobilisation Period is the period commencing on the starting date and ending on the day before *go live* date.
- (10) Nonconformity has the meaning given to it in ISO 9000.
- (11) Process has the meaning given to it in ISO 9000.

- (12) Quality Plan has the meaning given to it in ISO 9000.
- (13) SME is a Subcontractor or a subcontractor to a Subcontractor that
- 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.
- (14) Data is all Personal Data collected, generated or otherwise processed by the *Consultant* in the course of Providing the Service.
- (15) A Data Loss Event is 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.
- (16) A Data Protection Impact Assessment is an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
- (17) 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.
- (18) Data Subject is an individual who is the subject of Personal Data
- (19) 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.

- (20) EEA is the European Economic Area
- (21) Joint Controllers means where two or more Controllers jointly determine the purposes and means of processing.
- (22) 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.
- (23) 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.
- (24) Security Incident is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data.
- (25) Sub-Processor is a third party (including Associated Company) engaged by the *Consultant* to process Data.
- (26) Supervisory Authority is any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Legislation.
- (27) Disclosure Request is a request for information relating to this contract received by the *Client* pursuant to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise.
- (28) General Inspection has the meaning given in BD63 of the Design Manual for Roads and Bridges
- (29) Pre-Opening Inspection has the meaning given in BD63 of the Design Manual for Roads and Bridges
- (30) Principal Inspection has the meaning given in BD63 of the Design Manual for Roads and Bridges
- (31) Special Inspection has the meaning given in BD63 of the Design Manual for Roads and Bridge
- (32) Emergency Response is when the *Consultant* assesses the safety critical defects by attending the site and commences an onsite assessment within two hours.

Area 7 Structural Inspections Contract (SIC)

Scope

Annex 2

Vision, Imperatives, Values and Key Objectives

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	ET	Sept 19

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1 VISION, IMPERATIVES, VALUES AND KEY OBJECTIVES

1.1 Purpose

- 1.1.1 The purpose of this document is to communicate the *Client's* vision, imperatives, values and the key objectives of this contract. Outlining the *Client's* expectations regarding how the Contractor must support delivery of these.
- 1.1.2 The *Client* is a road operator responsible for managing the busiest network in Europe, carrying one-third of all road traffic and two-thirds of freight traffic in England.
- 1.1.3 The roads that make up England's Strategic Road Network are a key enabler of economic growth and prosperity and are essential to the quality of life of the nation.
- 1.1.4 The *Client's* role is to deliver a better service for road users and to support a growing economy. It must operate, manage and improve the Strategic Road Network in the public interest and maintain the network on a day-to-day basis and provide effective stewardship of the network's long-term operation and integrity.

1.2 The *Client's* Vision

- 1.2.1 The *Client's* vision, as set out in the Road Investment Strategy (RIS), is to revolutionise our roads and create a modern Strategic Road Network (SRN) across England over the next 25 years. We will play our part in supporting economic growth and shaping a modern Britain to make a real difference to people's lives and businesses' prospects.

1.3 The *Client's* imperatives

- 1.3.1 The *Client's* three imperatives are safety, customer service and delivery. The imperatives set out what we do.

1.4 The *Client's* values and expectations

- 1.4.1 The *Client's* values are:
- **Safety** – We care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our network.
 - **Integrity** - We are custodians of the network, acting with integrity and pride in the long-term national interest.
 - **Ownership** – We have a clear vision for the future of the network and find new ways to deliver by embracing difference and innovation, while challenging conventions.

Annex 2 Vision, Imperatives, Values and Key Objectives

- **Teamwork** - We have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners.
- **Passion** - Building on our professionalism and expertise, we are always striving to improve, delivering a network that meets the needs of our customers.

1.4.2 The *Client's* values describe how we deliver our vision and imperatives, how we treat each other, and expect to be treated, how we want to be seen as an organisation and how we do business.

1.4.3 The Contractor will have values that support those of the *Client* and will engender constructive and desired behaviours that enable a collaborative approach to achieve the *Client's* outcomes. Our Community Partners will support our vision, imperatives and values at all times by:

- Putting the health and safety of the customer and workforce first and encouraging a strong health and safety culture,
- Mature, open, flexible and collaborative working relationships,
- Understanding each other's priorities and objectives, and always putting the customer at the heart of everything we do,
- Sharing high-quality information,
- Delivering high performance,
- Working to build more sustainable businesses,
- Engagement and working collaboratively with stakeholders,
- Forging stronger relationships with local communities.

1.5 The *Client's* Outcomes

1.5.1 The Strategic Business Plan 2015 – 2020 sets out the *Client's* main activities to improve the capacity and performance of the network and how the *Client* will do it.

1.5.2 This contract plays a key role in assisting and enabling the *Client* to achieve its outcomes of:

- Supporting economic growth
- A safe and serviceable network
- A freer flowing network
- An improved environment
- A more accessible and integrated network

This will be achieved through:

- Planning for the future,
- Growing capability,
- Building Relationships,
- Efficient and effective delivery
- Improving customer interface.

1.6 Asset Delivery (AD) – Core Principles and Key Objectives

- 1.6.1 The AD operating model involves the insourcing of decision making related to investment planning, asset needs and solutions and operational management. The approach will deliver the following core principles,
- 1.6.2 The *Client* will:
- ensure a healthy and safe working and travelling environment,
 - be flexible and responsive to meet the needs of customers,
 - own key investment and maintenance planning decisions,
 - develop our asset information and cost intelligence to improve investment and maintenance decision making working towards whole life costing and improving efficiency,
 - own planning and sequencing of work and manage network occupancy to improve network availability and customer satisfaction,
 - develop active relationships with all our stakeholders.
- 1.6.3 These principles will help the *Client* to take direct ownership of the aspects of delivery which are core to our reputation and performance. They will allow the *Client* to improve the quality and flexibility of its service and drive the efficiencies needed to meet affordability constraints, providing better customer service and a more resilient network at lower cost.
- 1.6.4 The AD consists of four principle contracting packages;
- Design – taking briefs from the *Client* and producing detailed packages of work, including repairing and reinstating the network after incidents, where necessary,
 - Maintenance and Response – providing cyclic maintenance, reactive maintenance, incident response, severe weather response and associated traffic management,
 - Construction Works Framework – a framework of specialists to deliver construction works, including renewal and improvement schemes and emergency repair,
 - Specialist Goods and Services – a suite of contracts to support the Client with goods and services including salt supply, specialist inspections, weather forecasting, technical surveys and laboratory testing.
- 1.6.5 Suppliers awarded AD contracts will form a Community and become Community Partners who will work collaboratively to provide the service and achieve the *Client's* objectives.
- 1.6.6 The vision for the AD is to learn, plan, deliver. A number of key objectives have been identified to support achieving this vision:

1. A learning organisation

Annex 2 Vision, Imperatives, Values and Key Objectives

- to ensure we have a safety-first culture, that is encouraged and rewarded,
- to use the intelligence and skills of everyone working on our network to help us make the right investment decisions to ensure we are constantly revising and improving what we do,
- to ensure everybody takes a joint responsibility to maintaining our asset data,
- to put our asset data at the heart of everything we do so that we make effective, robust and customer-focused network decisions,
- to have strong asset management, analytical, decision-making and commercial capability.

2. One programme plan

- to manage one programme for the network which is shared by the Community,
- to take on an enhanced planning role,
- to plan to do work at the best time for the customer and the asset,
- to align the detailed programme plan and road space bookings to reduce the impact on our customers, and
- to take advantage of having greater certainty of budget, and understanding of the true condition of the asset, to plan for the long-term.

3. Deliver in partnership

- to work in collaboration with our supply chain partners, to form an area Community,
- to allocate work to our supply chain partners in a fair and appropriate manner,
- to motivate our supply chain partners to continuously improve and innovate, and work efficiently,
- to listen to our supply chain partners so we make the right decisions for our customers and our asset.

1.6.7 In relation to these key objectives the Contractor will:

- design and implement its processes and procedures in its Quality Plan, in a manner that achieves the key objectives, thus assisting and enabling the *Client* to deliver its vision; and
- continually look to identify new, innovative and more effective and efficient ways of delivering the key objectives.