

**National Highways Limited**

**NEC4 Professional Service Short Contract**

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

**SCOPE**

in relation to services for Lower Thames Crossing (LTC) – Detailed Design of contestable assets owned and operated by Cadent Gas Ltd (Cadent)

2021

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| *CLIENT*’S SCOPE | |
| S 100 Purpose of the *service* | |
| S 100.1 | The purpose of the contract is to carry out the detailed design for works to those contestable assets owned and operated by Cadent Gas Ltd (Cadent) (see **Annex 01**) affected by the *Client’s* proposed Lower Thames Crossing (LTC) programme. |
| S 100.2 | The design produced by the *Consultant* will be provided to the relevant main works contractor to adopt and implement as part of their works. |
| S 101 Identified and Defined Terms | |
| S 101.1 | Defined terms not defined in the *conditions of contract* have the meaning given to them in **Annex 01** of the Scope. |
| S 105 *Client’s* objectives | |
| S 105.1 | The purpose of this section is to communicate the *Client’*s key objectives of the contract, outlining the *Client*’s expectations regarding how the *Consultant* supports the delivery of these. |
| About us | |
| S105.2 | The *Client* is a road operator responsible for managing the busiest road network in Europe, carrying one-third of all road traffic and two thirds of freight traffic in England. |
| S105.3 | The *Client’s* strategic road network is a key enabler of economic growth and prosperity and is essential to the quality of life of the nation. |
| S105.4 | The *Client’*srole is to deliver a better service for road users and to support a growing economy. It mustoperate, 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. |
| The *Client*’s Vision | |
| S105.5 | The *Client*’s vision, as set out in the *Client’s* ‘Strategic Business Plan’ (see link in **Annex 02**), is to revolutionise its roads and create a modern strategic road network across England over the next 25 years. It plays its part in supporting economic growth and shaping a modern Britain to make a real difference to people’s lives and businesses’ prospects. |
| The *Client*’s Imperatives | |
| S105.6 | The *Client*’s vision comprises of the three imperatives which are   * **safety** – the safety of its employees, its service partners and its road users. * **customer service** – the customer service and experience that road users have. * **delivery** – the delivery of the governments’ road building and maintenance programme which includes spending over £4 billion a year delivering its road network to its road users, stakeholders and customers. |
| S105.7 | The *Client’*s imperatives set out what it does and the *Consultant* aligns with these imperatives and supports the *Clien*t in achieving the *Client*’s outcomes. |
| The *Client*’s Values and Expectations | |
| S105.8 | 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”, * **teamwork** – “we have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners” and * **passion** – “building on our professionalism and expertise, we are always striving to improve, delivering a network that meets the needs of our customers”. |
| S 105.9 | The *Client*’s values describe how it delivers its vision and imperatives, how each other are treated and expect to be treated, how it wants to be seen as an organisation and how it does business. |
| S 105.10 | The *Consultant* ensures it has values that support those of the *Client* and that engender constructive and desired behaviours that enable a collaborative approach to achieving the *Client’*s outcomes. |
| The *Client*’s Outcomes | |
| S105.11 | The *Client’s* ‘Delivery Plan’ sets out the *Client’*s main activities to improve the capacity and performance of the network and how the *Client* does it (see link in **Annex 02**). |
| S 106 Reference documents | |
| S 106.1 | References to documents within the Scope can be found in **Annex 02**. |
| S 110 Background | |
| S 110.1 | The Lower Thames Crossing (LTC) is a proposed new highway linking Essex and Kent.  The route connects to the A2 and M2 in Kent, east of Gravesend, crossing under the Thames through two tunnels, before joining the M25 south of Junction 29. The route alignment is presented in the LTC Route Alignment Drawing referred to in **Annex 02**.  The route is approximately 23km long, 4.25km of which is in tunnels. On the south side of the Thames, the new route links the tunnel to the A2 and M2 in Kent. On the north side, it links to the A13 and junction 29 of the M25. The tunnel crossing is located to the east of the village of Chalk on the south side of the Thames and to the west of East Tilbury on the north side of the Thames.  Junctions are proposed at the following locations   * new junction with the A2 to the east of Gravesend, * modified junction with the A13/A1089 in Thurrock and * new junction with north-facing slip roads on the M25 between junctions 29 and 30.   The road is mainly three lanes in both directions, using technology for lane control and variable speed limits. The southbound connection from the M25 to the junction with the A13/A1089 has two lanes. The new road has hard strips instead of hard shoulders. Modified sections of the M25 and the A2 have hard shoulders. The new road has vehicle restrictions along the full length, emergency areas and technology providing lane control and variable speed limits. The new road affects third party assets, including statutory undertakers’ assets. The *Client* is working with third parties to mitigate the impact. This includes the design of diversions, where required. This is the case for assets owned by Cadent.  The LTC programme is divided into three projects: Kent Roads, Tunnels and Approaches and Roads North of the Thames. The affected assets owned by Cadent are all within the Roads North of the Thames project. |
| S 200 Description of the *service* | |
| S 205 General requirements | |
| S 205.1 | Where in the Scope an agreement is required from the *Client* or others, if the *Consultant* and the *Client* (or others where relevant) do not reach an agreement within the *period for reply*, the *Consultant* complies with any direction of the *Client*. |
| S 205.2 | The *Consultant* maintains full approval accreditation for design by the Gas Industry Registration Scheme (see Annex 01) for the duration of the service, except where the *Consultant* employs a subcontractor to produce the design, in which case the subcontractor maintains such full approval. |
| S 210 Description of the service | |
| S 210.1 | The *Consultant* undertakes the detailed design of the contestable assets listed below in Table 1.  Table 1   | design package | LTC asset ref. | location | associated Feasibility Study Report ref. (**Annex 02**) | | --- | --- | --- | --- | | 1 | G-CG-IP-0001 | LTC M25 Junction | HE540039-CJV-GEN-GEN-BOD-DES-00022 | | G-CG-IP-0002 | Ockenden Link | HE540039-CJV-GEN-GEN-BOD-DES-00022 | | G-CG-MP-0004 | LTC M25 Junction | HE540039-CJV-GEN-GEN-BOD-DES-00022 | | G-CG-MP-0005 | LTC M25 Junction | HE540039-CJV-GEN-GEN-BOD-DES-00022 | | G-CG-MP-0006 | LTC M25 Junction | HE540039-CJV-GEN-GEN-BOD-DES-00022 | | G-CG-MP-0008 | Ockenden Link | HE540039-CJV-GEN-GEN-BOD-DES-00022 | | G-CG-MP-0009 | Ockenden Link | HE540039-CJV-GEN-GEN-BOD-DES-00022 | | G-CG-MP-0010 | Ockenden Link | HE540039-CJV-GEN-GEN-BOD-DES-00022 | | 2 | G-CG-MP-0002 | St Mary’s Lane | HE540039-CJV-GEN-GEN-BOD-DES-00023 | | 3 | G-CG-MP-0003T | Ockenden Road | HE540039-CJV-GEN-GEN-BOD-DES-00024 | | G-CG-MP-0003 | Ockenden Road | HE540039-CJV-GEN-GEN-BOD-DES-00024 | | 4 | G-CG-MP-0001 | M25 J29 | HE540039-CJV-GEN-GEN-BOD-DES-00025 | | 5 | G-CG-MP-0011 | Mardyke | HE540039-CJV-GEN-GEN-BOD-DES-00010 | | 6 | G-CG-MP-0012 | A1013 Stanford Road | HE540039-CJV-GEN-GEN-BOD-DES-00001 | | G-CG-MP-0012T | Hornsby Lane | HE540039-CJV-GEN-GEN-BOD-DES-00001 | | G-CG-MP-0013 | Baker Street | HE540039-CJV-GEN-GEN-BOD-DES-00001 | | G-CG-MP-0013T | Baker Street | HE540039-CJV-GEN-GEN-BOD-DES-00001 | |
|  | The assets listed in Table 1 were agreed with Cadent by the *Client* for inclusion into the Scope during the *Client’s* initial New Roads and Street Works Act C2 enquiry and have subsequently been revised in line with LTC Design Release 3.0C (**Annex 02**) and accepted by Cadent via submission of a Feasibility Study Report (see Table 1 for reference). |
| S 210.2 | The *Consultant* Provides the Service in accordance with the Cadent LTC Stage Gate Definition (**Annex 02**) up to Final Design Review – Refresh (FDR-R) and the LTC Design Fixity Guidance document (**Annex 02**). The *Consultant* obtains an FDR-R Letter (see **Annex 01**) from Cadent for each asset in the Scope, confirming acceptance of the design by Cadent to complete Stage E of the *service*.  The *Consultant* refers to S 530.1 for design submission requirements. |
| S 210.3 | The existing assets listed in Table 2 are within the project area. The design, assurance and third party approval of the proposed asset diversions are not included in the Scope. The drawings are provided for information only.  Table 2   |  |  |  | | --- | --- | --- | | LTC pipeline ref. | Location | Existing asset LTC drawing number (see **Annex 02**) | | G-CG-MP-0014 | Stiffords Clay Road | HE540039-CJV-VUT-ZZZ\_UT000000\_Z-DR-CU-00114 Rev.P05 | | G-CG-LP-0002 | Hornsby Lane | HE540039-CJV-VUT-ZZZ\_UT000000\_Z-DR-CU-00112 Rev.P04 | | G-CG-LP-0001 | Muckingford Road | HE540039-CJV-VUT-ZZZ\_UT000000-Z-DR-CU-00160,  HE540039-CJV-VUT-ZZZ\_UT000000-Z-DR-CU-00184 | | G-CG-LP-0003 | Heath Road | HE540039-CJV-VUT-ZZZ\_UT000000\_Z-DR-CU-00112 Rev.P04 | |
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| S 220 Design deliverables | |
| S 220.1 | For each design package (see Table 1), the *Consultant* submits the following deliverables to the *Client* for acceptance   * a FDR-R Letter, confirming agreement of the design from Cadent on completion of the detailed design in line with Cadent LTC Stage Gate Final Design Review – Refresh (FDR-R), * the deliverables listed in the LTC Design Fixity Guidance (Design Fixity 3) (see **Annex 02**), * an indicative programme for the construction of the detailed design and * an updated “Basis of Design Statement” (see **Annex 02**) to reflect the updated design from feasibility study to detailed design. |
| S 220.2 | The *Consultant* refers to S 530.1 for the design package submission and review process and acceptance criteria. |
| S 230 Gas industry deliverables | |
| S 230.1 | Within 4 weeks of the *starting date* the *Consultant* issues to the *Client* a list of data requirements (Stage A) to support the detailed design, with justification (for example, ground investigations and pipe condition surveys), for acceptance by the *Client*. |
| S 230.2 | The *Client* reviews the Stage A data requirements with the *Consultant* in a collaborative manner. The *Client* accepts data requirements where the justification provided by the *Consultant* demonstrates that the risk of not providing the data justifies the cost to the *Client* of procuring the data. A reason for not accepting the Stage A data requirements is where   * the risk associated with not providing the data does not justify the cost, * the procurement of the data would adversely impact the *Consultant’s* programme, * access to the land required would adversely impact the *Consultant’s* programme or * the quantity of investigations required to obtain the Stage A data requirements is considered excessive by the *Client*.   Where a requirement is not accepted, the *Client* and *Consultant* agree the design assumption to allow the *Consultant* to progress the design. |
| S 230.3 | Within 4 weeks of the Stage A data requirements being accepted or directed by the *Client*, the *Consultant* provides a technical specification for acceptance to support the *Client’s* procurement of the Stage A data requirements. A reason for not accepting the technical specification is   * it does not align with the Stage A data requirements or * it does not align with the Feasibility Study Reports referenced in Table 1. |
| S 230.4 | The *Client* procures the Stage A data requirements using the technical specification. The *Consultant* progresses the detailed design, recording appropriate design assumptions within the design deliverables. The *Consultant* submits the FDR-Draft submission to Cadent on this basis (i.e. without the requested Stage A data requirements).  The *Client* keeps the *Consultant* informed of progress and provides all the Stage A data requirements within 20 weeks of the technical specification being accepted.  The *Consultant* accepts that there may be occasions when the *Client* is unable to procure the Stage A data requirements. This could be for a number of reasons, including   * Cadent does not agree the excavation required, * a third party asset owner does not agree the excavation or * a landowner does not agree the access required.   On these occasions, the *Client* and *Consultant* agree the design assumption that the *Consultant* records to allow the *Consultant* to progress the design at the next monthly technical workshop. |
| S 240 Indicative construction programme | |
| S 240.1 | The *Consultant* develops a programme to the requirements of S 600 to provide the *Client* with an indicative programme for the construction of the design and submits with the design deliverables. This programme includes   * any planning permission arrangements required for implementation of the design, * land access arrangements, where applicable, * consents, licences, permits and other approvals from statutory authorities, stakeholders, licensing authorities required to undertake the construction and to include commencement and completion points, where applicable, and interfaces for dependencies with other projects or stakeholders, * long lead items, whether those be material procurement, outage forecasting or wider network maintenance that have an impact on those assets located within the LTC’s programme, * resource requirements, with labour and equipment details to validate the durations of activities and * any third party project development risks that impact the delivery of the LTC construction programme including those outages that are dependent on other Statutory Undertakers’ proposed works. |
| S 250 Co-ordination and collaboration | |
| S 250.1 | The *Client* contracts with Cadent to provide its design assurance.  The *Client* facilitates monthly progress meetings and monthly technical review workshops with the *Consultant* and Cadent.  The *Consultant* collaborates with Cadent. |
| S 250.2 | Within 4 weeks of the *starting date*, the *Consultant* produces a coordination and collaboration plan in conjunction with the *Client* and Cadent and for acceptance by the *Client* to state how the *Consultant*, *Client*, Cadent and any other third parties work together.  A reason for not accepting the plan is   * it does not meet the *Client’s* objectives or * it has not been produced in collaboration with the *Client* and Cadent.   The *Consultant* amends the plan to address the *Client’s* comments and resubmits for acceptance. |
| S 250.3 | The *Consultant* coordinates with the *Client* throughout the detailed design phase to   * coordinate the design with the *Client’s* and third party’s designs for the Lower Thames Crossing (LTC) programme, * ensure all third party approvals and consents to construct the detailed design and responsibility for obtaining are made known to the *Client*, * contribute to risk identification and mitigation and * identify opportunities for efficiencies and innovation. |
| S 250.4 | The *Client* reviews any opportunities for efficiencies and innovations with the *Consultant* and Cadent and confirms whether the *Consultant* should include in the detailed design as a variation from the Feasibility Study Report. The *Consultant* documents the efficiency or innovation in the design deliverables. |
| S 300 Existing information - Not Used. | |
| S 305 Existing information - Not Used. | |
| S 400 Specifications and standards | |
| S 405 Specifications and standards | |
| S 405.1 | The *Consultant* refers to the Basis of Design Statement (**Annex 02**) for guidance on the application of gas industry standards and complies with such guidance in Providing the Service*.*  Where the design impacts the public highway, the *Consultant* refers to the Design Manual for Roads and Bridges (**Annex 02**) and the Specification for Highway Works (**Annex 02**) and complies with these documents in Providing the Service. |
| S 500 Constraints on how the *Consultant* Provides the Service | |
| S 500.1 | The *Consultant* produces design deliverables that are   * compliant with LTC Design Release 3.0C (**Annex 02**), * submitted in PDF, Autodesk DWG (2017) and ESRI shape file in the following format, unless agreed otherwise with the *Client* * Units: Metres, * Co-ordinate system: OSGB36 and * ESRI Shapefile format assigned in British National Grid projection (EPSG: 27700) and * ‘packaged’ as per the Feasibility Study Reports (see design package column in Table 1) and submitted in accordance with S 530.   The *Consultant* produces design deliverables that include the following information   * proposed pipeline details including * diameter, * material, * line and level, * valve locations, * legal easement, * building proximity distance and * associated infrastructure, * permanent protection measures including * conduits, * protection slabs and * cathodic protection, * temporary protection measures required with regards to the existing apparatus, * method of installation, * any associated temporary works, * site and maintenance access and egress requirements, * required working areas, * safety exclusion zones, * construction easements and * indicative constraints with regards to environmental and ecological proposals.   In Providing the Service, the *Consultant*   * considers those other Statutory Undertakers and third party proposals that are in LTC Design Release 3.0C (**Annex 02**) and * highlights existing assets owned by Cadent that are identified in the design as requiring removal during construction and those that are to be decommissioned and remain in situ. |
| S 501 Risk Management | |
| S 501.1 | The *Consultant* advises the *Client* of any risks associated with Providing the Service and suggests any recommendations to mitigate the identified risks. |
| S 502 Business Continuity | |
| S 502.1 | The *Consultant* prepares a business continuity plan that complies with ISO 22301:2019 (see link in **Annex 02**) and submits the draft plan to the Client within 4 weeks of the *starting date* for acceptance. A reason for not accepting the business continuity plan is that it does not align with ISO 22301:2019. The *Consultant* amends the plan to address the *Client’s* comments and resubmits for acceptance within 1 week, if necessary. |
| S 502.2 | Where requested, the *Consultant* completes the *Client’s* annual business continuity self-assessment assurance document in the form provided by the *Client*. The *Consultant* provides supporting evidence to the *Client* to demonstrate that the business continuity processes and procedures based on the self-assessment are in place. The *Client* may undertake an audit of compliance with these requirements. |

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| S 503 Insurance | |
| S 503.1 | The *Consultant* ensures it has in place the required insurances described in the Insurance Table and as shown in **Annex 03**. |
| S 503.2 | The *Consultant* discharges all its obligations under the Insurance Act 2015 (see link in **Annex 02**) when placing, renewing, procuring or maintaining any insurances required by the contract. |

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| S 504 Security & identification of people | |
| S 504.1 | The *Consultant* carries out a security check on its Staff before they Provide the Service. The checks are carried out in accordance with the *Client’s* procedures in **Annex 04**. |
| S 505 People Strategy | |
| S 505.1 | The *Consultant* complies with the requirements in the people strategy **Annex 06**. |
| S 505.2 | The *Consultant* ensures its Staff are competent to Provide the Service.  Upon request the *Consultant* provides the *Client* with information about the *Consultant’s* arrangements for assuring Staff competence.  Upon request the *Consultant* provides the *Client* with Staff training records. |
| S 505.3 | At commencement of the service the *Consultant* provides the *Client* with a signed statement to confirm that all Staff used to Provide the Service are competent to undertake the roles they are assigned. The *Consultant* provides further signed statements to the *Client* when any new Staff are appointed or assigned to Provide the Service. |
| S 505.4 | For roles where no suitable recognised competence standards exist, the *Consultant* provides information on the selection criteria and method used to provide assurance of competence. |
| S 506 Discrimination, Bullying & Harassment | |
| S 506.1 | The *Consultant* does not discriminate directly or indirectly or by any way of victimisation or harassment against any person contrary to the Discrimination Acts. |
| S 506.2 | 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. |
| S 506.3 | Where any Staffare 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 Staffcomplies with the requirements of the Discrimination Acts and, with the *Client’s* employment policies and codes of practice relating to discrimination and equal opportunities. (see link in **Annex 02**). |
| S 506.4 | The *Consultant* notifies the *Client* 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, * 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 506.5 | 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. |
| S 506.6 | The *Consultant* implements due diligence procedures for its own suppliers, subcontractors (at any stage of remoteness from the *Client)*, to ensure that there is no slavery or human trafficking in its supply chains. |
| S 506.7 | 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 *Consultant* prepares and delivers to the *Client* no later than 1st 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 any part of its business or in its supply chains. |
| S 506.8 | 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. |
| S 506.9 | The *Consultant* uses all 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 506.10 | The C*onsultant* complies (and ensures that any subcontractor (at any stage of remoteness from the *Client)* complies) with the *Client’s* policies relating to bullying and harassment. If the *Client* considers that the presence or conduct of any 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 *Client* instructs the *Consultant* to implement corrective action. |
| S 506.11 | The *Consultant* 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 clause S 506 The *Consultant*, 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 clause S 506 The *Consultant* provides a detailed reason for not including some or all of the requirements of this clause S 506 in the specific subcontract. The *Consultant* provides further detail when requested by the *Client* to assist its consideration.  A reason for not accepting or not including some or all of the requirements of this clause S 506 in the specific subcontract is   * it does not comply with the Scope, * it does not enable the *Consultant* to Provide the Service, * it does not enable the *Consultant* to comply with its contract with the *Client* or * it does not comply best industry practice   If accepted by the *Client*, the *Consultant* is relieved from including some or all of the requirements of this clause S 506 in the specific contract. |
| S 506.12 | A failure to comply with this clause S 506 is treated as a substantial failure by the *Consultant* to comply with its obligations. |
| S 507 Conflict of Interest | |
| S 507.1 | The *Consultant* does not take an action which would cause a conflict of interest to arise in connection to the contract. The *Consultant* notifies the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise. |
| S 507.2 | The *Consultant* notifies its employees and subcontractors (at any stage of remoteness from the *Client*) and procures any subcontractor (at any stage of remoteness from the *Client*), who are Providing the Service that they do not take any action which would cause an actual or potential conflict of interest to arise in connection with the *service*. |
| S 507.3 | The *Consultant* ensures that any employee and procures 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 in the form set out in **Annex 02**. |
| S 507.4 | The *Consultant* procures any subcontractor (at any stage of remoteness from the *Client*) immediately notifies the *Consultant* and the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise. |
| S 507.5 | If the *Consultant* or subcontractor(at any stage of remoteness from the *Client)* immediately notifies the *Client*, the *Client* may   * require the *Consultant* to stop Providing the Service until any conflict of interestis resolved and * require the *Consultant* to submit to the *Client* for acceptance a proposal to remedy the actual or potential conflict of interest. |
| S 507.6 | A reason for not accepting the submission is that it does not resolve any conflict of interest. The *Consultant* amends the proposal in response to any comments from the *Client* and resubmits it for acceptance by the *Client*. The *Consultant* complies with the proposal once it has been accepted. |
| S507.7 | A failure to comply with paragraph S 507.1 of the Scope is treated as a substantial failure by the *Consultant* to comply with its obligations |
| S 508 *Client’s* Counter Fraud, Bribery & Corruption Policy & Response Plan and Fair Payment Charter | |
| S 508.1 | The *Consultant* complies (and ensures that any person employed by it or acting on its behalf complies) with the *Client*’s Anti-Fraud, Bribery and Corruption Policy & Response Plan and Fair Payment Charter and collectively the “Codes” (see links in **Annex 02**). |
| S 508.2 | The *Consultant* complies with the Codes throughout the contract and with   * paragraph 3.1 and 4.3 of the *Client’s* Anti-Fraud, Bribery and Corruption Policy and * paragraph 1 of the *Client’s* Fair Payment Charter   for a period not less than 6 years after Completion*.* |
| S 508.3 | A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations. |
| S 509 Disclosure Requests | |
| S 509.1 | The *Consultant* acknowledges that the *Client* may receive a Disclosure Request and the *Client* may be obliged (subject to the application of any relevant exemption and where applicable the Public Interest Test) to disclose information (including commercial sensitive information) pursuant to a Disclosure Request. Where practicable, the *Consultant* consults with the *Client* before doing so in accordance with the relevant code of practice. The *Consultant* responds to any consultation promptly and with any deadlines set by the *Client* to and to the satisfaction of the *Client*. The *Consultant* acknowledges that it is for the *Client* to determine whether such information should be disclosed. |
| S 509.2 | When requested to do so by the *Client*, the *Consultant* promptly provides information in its possession relating to the 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 (see link in **Annex 02**). |
| S 509.3 | The *Consultant* promptly passes any Disclosure Request received to the *Client*. The *Consultant* does not respond directly to a Disclosure Request unless instructed to do by the *Client*. |
| S 509.4 | The *Consultant* acknowledges that the *Client* is obliged to publish information relating to the contract in accordance with Procurement Policy (PPN) Note 01/17 entitled Update to Transparency Principles dated 6 February 2017 (see link in **Annex 02**) except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000 (see link in **Annex 02**). The *Client* consults with the *Consultant* before deciding whether the information is exempt, but the *Consultant* acknowledges that the *Client* has the final decision. |
| S 509.5 | The *Consultant*   * co-operates with and assists the *Client* to enable the *Client* to comply with its obligations under and to publish information in accordance with PPN 01/17(see link in **Annex 02**), or * agrees with the *Client* a schedule for the release to the public of information relating to the *Client* in accordance with the terms of the PPN 01/17, * provides information to assist the *Client* in responding to queries from the public in accordance with PPN 01/17 as required by the *Client* and * supplies the *Client* with financial data relating to the contract in the form and in the times specified in the PPN. |
| S 509.6 | The *Consultant* acknowledges that the *Client* is obliged to publish the provisions of the contract in accordance with the Crown Commercial Service’s Guidance Note entitled Publication of Central Government Tenders and Contracts dated November 2017 (see link in **Annex 02**), except to the extent in it is exempt from disclosure pursuant to the Freedom of Information Act 2000 (see link in **Annex 02.)** The *Client* consults with the *Consultant* before deciding whether the information is exempt, but the *Consultant* acknowledges that the *Client* has the final decision. The *Consultant* co-operates and with assists the *Client* and the *Client* to publish the contract in accordance with the *Client*’s obligation. |
| S 510 Official Secrets Act | |
| S 510.1 | The Official Secrets Act 1989 applies to the contract from the *starting date* until Completion*.* |
| S 510.2 | The *Consultant* notifies its employees and subcontractors (at any stage of remoteness from the *Client*) of its duties under the Official Secrets Act 1989 (see link in **Annex 02**). |
| S 510.3 | A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations. |
| S 511 Confidentiality | |
| S 511.1 | The *Consultant*   * co-operates with and assists the *Client* to comply with its obligation under section 1.1.5 (**Annex 08**) to publish information in accordance with PPN 01/17 (see link in **Annex 02**), or * agrees with the *Client* a schedule for the release to the public of information relating to the *Client* in accordance with the terms of the PPN 01/17, * provides information to assist the *Client* in responding to queries from the public as required by PPN 01/17 when required by the *Client* and * supplies the *Client* with financial data relating to the contract in the form and at the times specified in the PPN. |
| S 512 Communication | |
| S 512.1 | The *Consultant* is to liaise with the *Client* in relation to all communications activities, opportunities and issues in relation to the contract unless otherwise agreed by the *Client*. |
| S 512.2 | The *Consultant* immediately notifies the *Client* of any media enquiries received by the *Consultant* in relation to the contract. The *Consultant* does not make any comments or attend any interviews to the media. |
| S 513 Data Protection | |
| S 513.1 | The *Consultant* compiles with the requirements in **Annex 08**. |
| S 514 Offshoring of data | |
| S 514.1 | 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) (see link in **Annex 02**) and the *Client’s* Information Security Data Security Standard (see link in **Annex 02**). |
| S 514.2 | 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 (see **Annex 02**)   * offshore, or * in any way that it could be accessed from an offshore location   until the *Client* has confirmed to the *Consultant* that either   * the *Client* has gained approval for such storage in accordance with the Information Security Data Security Standard, or * such approval is not required. |
| S 514.3 | The *Consultant* 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 514.4 | The *Consultant* 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 513.2 or * conduct a Risk Assessment for any premises in accordance with S 513.3. |
| S 514.5 | The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause. |
| S 514.6 | A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations. |
| S 515 Energy Efficiency Directive | |
| S 515.1 | The *Consultant* supports the achievement of the *Client’s* sustainable development strategy’s carbon management ambition and, where relevant, complies with the requirements of PPN 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive” (“PPN 7/14”) and any related supplementary PPN when Providing the Service (See links in **Annex 02**). |
| S 515.2 | In complying with the requirements of PPN 7/14, the *Consultant*   * ensures that any new products for use partly or wholly in Providing the Service, purchased by it or a subcontractor (at any stage of remoteness to the *Client)*, complies with the standard for products in the directive “2012/27/EU” (see link in **Annex 02**), * provides evidence to the *Client* to demonstrate how any new products for use partly or wholly in Providing the Service, purchased by it or a subcontractor (at any stage of remoteness to the *Client)*, complies with the requirements of PPN 7/14 and * 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 in **Annex 02**) and ensures any subcontractors (at any stage of remoteness to the *Client*) demonstrates efficiency to the same effect. |
| S 516 Air Quality Strategy | |
| S 516.1 | The *Client*’s air quality strategy (see link in **Annex 02**) sets out how it ensures that all activity on the strategic road network is delivered in a way that not only minimises harm, but ultimately improves the environment including air quality. This helps support government to improve air quality in the United Kingdom and deliver nitrogen dioxide compliance at the roadside in the shortest time possible. The *Client* explores “opportunities to promote the use of low emission vehicles by *supplier*s to reduce harmful pollutants”. |
| S 516.2 | The *Consultant*   * ensures that any new vehicles purchased by it for use partly or wholly in Providing the Service comply with the minimum mandatory standards (detailed for central government departments) detailed in “Government Buying Standards Transport 2017” (see link in **Annex 02**) and * when requested, works in collaboration with the *Client* to prepare reports to identify how the best practice standards detailed in the “Government Buying Standards Transport 2017” can be achieved. Report findings help inform setting standards for future highways contracts and any subsequent action by the *Consultant* helps reduce emissions of harmful pollutants when Providing the Service. |
| S 516.3 | The *Consultant* assesses carbon emissions generated in the delivery of the *service* during the period as agreed with the *Client* using the *Client’s* “Carbon Emissions Calculation Tool” and guidance and divides the total carbon emissions by the contract spend in the period to calculate the tonnes of carbon/£m spend. (See links in **Annex 02**). |
| S 516.4 | The *Consultant* assesses and provides to the *Client* the percentage reduction in carbon per million pounds spend every quarter. |
| S 517 Environmental and sustainability requirements | |
| S 517.1 | The *Consultant* ensures it complies with   * the *Client’s* environmental strategy, * the *Client’s* sustainable development strategy, * GG 103 “Introduction and general requirements for sustainable development and design” and * LA 117 “Landscape design”   when Providing the Service (see links in **Annex 02**). |
| S 517.2 | The *Consultant* complies with “The road to good design” incorporating the ten principles of good design, grouped as connecting people, connecting places and connecting processes when Providing the Service (see link in **Annex 02**). |
| S 517.3 | In Providing the Service, the *Consultant* recognises the importance and value of biodiversity and mitigates the impact on wildlife and looks for the opportunities provided by management and construction work to provide biodiversity enhancements. |
| S 517.4 | The *Consultant* ensures in Providing the Serviceitcomplies with the biodiversity requirements within   * LA 118 “Biodiversity design” for the design and delivery of the servicesand * the *Client’s* biodiversity plan.   See links in **Annex 02**. |
| S 517.5 | The *Consultant* ensures that the *Client’s* responsibilities and opportunities within the “Government Buying Standards Transport 2017” are delivered when Providing the Service. (See link in **Annex 02**). |
| S 518 Behavioural attributes | |
| S 518.1 | The *Consultant* Provides the Service in accordance with the *Client’s* behavioural attributes, to ensure that these behavioural attributes are embedded and implemented by Staff. |
| S 518.2 | There are a number of key drivers and benefits which the *Client* seeks to attain through working with the *Consultant* to build an environment which allows these behavioural attributes to manifest   * shared ownership of delivery outcomes that releases the potential of the participants and results in exceptional levels of performance, * open and transparent culture – fostering innovation, considered risk-taking, controlled delivery, shared problem-solving and joint investment in solutions – resulting in the creation of dynamic, responsive team-working that delivers better outcomes for all, * understanding and maximising the strengths of the *Client* and its supply chain to maximise capacity and avoid duplication and wasted effort, * shared knowledge and innovation - teams that actively demonstrate how to accrue value from repeatability and certainty and where to seek to innovate and equitable relationships based on trust, fairness and constructive challenge resulting in value-adding outcomes. |
| S 526 Consideration of others | |
| S 526.1 | The *Consultant* notifies the *Client* of any customer service issues and provides support in the mitigation of any negative consequences that could affect the delivery of the *service*. |
| S 530 Design submission procedures and acceptance criteria | |
| S 530.1 | The *Consultant* co-ordinates the design with the *Client* and Cadent throughout each Stage during the contract. |
| S 530.2 | The *Consultant* packages the design deliverables for submission to align with the existing Feasibility Study Reports (see Table 1) provided by the *Client*. |
| S 530.3 | The *Consultant* submits each design package of deliverables as detailed in the LTC Design Fixity Guidance (**Annex 02**) for acceptance by the *Client* at the following Stages   * Stage B: Design Fixity 1, * Stage C: Design Fixity 2 and * Stage D: Design Fixity 3. |
| S530.2 | The *Client* reviews the design deliverables within 4 weeks of submission (2 weeks for Stage B Design Fixity 1). A reason for not accepting the design package submission is   * the deliverables submitted do not meet the requirements of the LTC Design Fixity Guidance (**Annex 02**), * a proposed diversion deviates from the *Client’s* Order Limit Boundary, * a proposed diversion is not consistent with the existing Feasibility Study Report (See Table 1), unless otherwise agreed with the *Client* or * a proposed diversion impacts a third party asset that has not been previously considered, unless otherwise agreed with the *Client*.   Where the *Client* does not accept a design package submission, the *Consultant* updates the design package and resubmits to the *Client* for acceptance. |
| S 530.3 | Following acceptance by the *Client* at each of Design Fixity 2 (Stage C) and Design Fixity 3 (Stage D), the *Consultant* submits the design deliverables to Cadent as part of the Cadent LTC Stage Gate Definition (**Annex 02**) (FDR-Draft and FDR-Refresh respectively) for review by Cadent.  The *Consultant* incorporates feedback from Cadent after its review at FDR-Draft stage into the next submission to the *Client* (Design Fixity 3 (Stage D)), identifying the actions taken as a result of that feedback. At FDR-Refresh stage, the *Consultant* incorporates feedback from Cadent and resubmits to Cadent such that it provides an FDR-R Letter ahead of final submission to the *Client*. The *Consultant* identifies to Cadent actions taken as a result of their feedback in any resubmission. |
| S 530.4 | The *Consultant* submits the final design package to the *Client* for acceptance (Stage E), including an FDR-R Letter from Cadent. The *Client* accepts within 4 weeks. A reason for the *Client* not accepting a design package is   * for the reasons stated above in S 530.2 for Design Fixity 1, 2 or 3 or * the *Consultant* does not provide an FDR-R Letter from Cadent. |
| S535 Quality management system | |
| S 535.1 | The *Consultant* complies with andoperates management systems as follows   * a formal health and safety management system which complies with ISO 45001:2018 or another equivalent and relevant standard accepted by the *Client*, * a quality management system complying with ISO 9001, ISO 9004 (see **Annex 02**), * an environmental management system aligned to ISO 14001 (see **Annex 02**) and * a collaboration framework complying with ISO 44000 (see **Annex 02**) (that encompasses the behaviours, organisational culture and management processes that provide a common platform to support effective collaborative business relationships). |
| S 535.2 | The *Consultant* implements a risk management system and processes that follow the guidelines contained in ISO 31000 in relation to risk management. |
| S 535.3 | The *Consultant* obtains certification from a body accredited by UKAS (or another equivalent body accepted by the *Client*) of the quality management system to the standards set out above within 12 weeks of the *starting date* and submits to the *Client* a copy of all certificates within 1 week after it is obtained. If the *Consultant* already holds such certification at the *starting date*, the *Consultant* submits to the *Client* a copy of all certificates within 1 week after the *starting date*. |
| S 535.4 | The *Consultant* obtains certification of its health and safety management system in accordance with the requirements in **Annex 15** of the Scope. |
| S 535.5 | The *Consultant’s* quality management system includes the *Consultant’s* quality policy as required by the contract and ISO 9000, which clearly articulates the organisations commitment to   * providing a quality assured service which delivers the requirements in the contract, * supporting the development, implementation and maintenance of the *Consultant’s* quality management system and * continually providing maximum customer satisfaction. |
| S535.6 | The *Consultant* maintains up to date all accredited certifications required at the start of the contract and until Completion, undergoes any required recertification audits and forwards the *Client* copies of the audit reports from the certification accredited bodies and the *Consultant’s* updated certificates. |
| S 536 Quality Plan | |
| S 536.1 | The *Consultant* prepares the Quality Plan within 4 weeks of the *starting date*. |
| S 536.2 | The Quality Plan incorporates the Quality Statement and is sufficiently detailed to demonstrate how the *Consultant* meets the *Client’s* objectives for the contract. |
| S 536.3 | The *Client* notifies the *Consultant* if the Quality Plan does not comply with the requirements of the contract. Following such notification, the *Consultant* reviews the Quality Plan and reports to the *Client* setting out its proposed changes. If the *Client* accepts the proposals, the Quality Plan is changed. If the proposed changes are not accepted, the *Client* informs the *Consultant* of the aspects of the Quality Plan that are not acceptable and the *Consultant* updates the Quality Plan for acceptance within 1 week. |
| S 536.4 | The *Consultant* keeps a controlled copy of the Quality Plan available for inspection at all times by the *Client* and their representatives. |
| S 541 Audit, nonconformities (including “defects”) and Quality Management Points | |
| S 541.1 | The *Consultant* carries out a programme of internal audits in accordance with the requirements of ISO 9001 (see link in **Annex 02**). |
| S 541.2 | The *Client* may carry out audits of the *Consultant’s* quality management system from time to time. |
| S 541.3 | The *Consultant* allows access at any time within working hours to any place where it or any subcontractor (at any stage of remoteness from the *Consultant)*, carries out any work that relates to the contract for the *Client* to carry out audits, to inspect work and materials and generally to investigate whether the *Consultant* is Providing the Service in accordance with the contract. |
| S 541.4 | The *Consultant* provides all facilities and assistance necessary to allow such audits and inspections to be carried out. |
| S 541.5 | Additional audits may be carried out when the number of Quality Management Points in effect exceeds 25. |
| S 541.6 | The *Client* decides the location, frequency and extent of additional audits having regard to the root causes for the accrual of Quality Management Points in effect. |
| S 541.7 | Following the notification of a Defect or identification of other Nonconformity the *Consultant* submits within 3 working days, a brief report covering as a minimum   * the unique reference for the Nonconformity, * a brief description stating which requirement is not being fulfilled and in what way, * the effect both current and potential and * the likely cause (i.e. what aspect of the Quality Plan or service delivery is not functioning properly). |
| S 541.8 | Following the notification of a Defect or identification of other Nonconformity the *Consultant* submits within 2 weeks to the *Client* for acceptance, a corrective action plan covering as a minimum   * the unique reference of the Nonconformity, * a description – this could be as per the Nonconformity report or expanded, * details of the corrective action proposed, * categorisation of the Nonconformity into high, medium or low risk, * for high and medium risk, an analysis of the root cause(s) of the Nonconformity commensurate with risk (i.e. what is the evidence-based underlying truth about what is causing the Nonconformity to occur), * what aspect of the Quality Plan needs to be addressed (i.e. which of the *Consultant’s* processes is not performing as required), * what the corrective action addresses, for example- is it a process design that needs changing or is it an execution issue (i.e. that requires additional training, tools etc.), * for high and medium risk, a detailed action plan, commensurate with risk, with planned correction date and milestones – the plan should contain named individuals for the actions and for high risk the plan should nominate the relevant executive process owner from the *Consultant* to take overall accountability for the plan. A brief action plan is required for low risk, * method of reporting progress to the *Client,* * the method to be used to signify successful correction of the Nonconformity to allow that to be recorded on the register. Any envisaged circumstance that allows the *Client* to confirm the correction and * adjustments to be made to the Quality Plan or service delivery in order to prevent recurrence of the Nonconformity. |
| S 541.9 | The *Consultant* keeps an up to date register of Nonconformities covering as a minimum   * the unique reference, * date of identification, * identification method for example through performance management, by testing or by audit etc., * date of corrective action report, * date Nonconformity corrected (i.e. confirmed as such by the *Client*) and * traffic light type notation   + red – indicates Nonconformity identified but no corrective action report prepared – also where corrective action not complete by planned date,   + amber – correction action report prepared and action in progress and within planned parameters and   + green – corrective action complete and accepted by the *Client*.   The *Consultant* enters the Nonconformity on to the register within 3 working days from its identification. |
| S 541.10 | The *Consultant* does not begin any corrective or preventative action(s) to address the Nonconformity until the *Client* has accepted its proposals. |
| S 541.11 | Within 1 week of the *Consultant* submitting the proposed corrective and preventative action plan for acceptance, the *Client* either accepts the proposal or notifies the *Consultant* of its reason for not accepting it.  Reasons for not accepting the proposed action plan is that   * it does not adequately specify actions required to ensure that Nonconformities do not recur, * it does not comply with the contract, * the time for completing the corrective and preventative action is unreasonable or * it hinders the *Client* or others. |
| S 541.12 | If the *Client* does not accept the proposed action plan, the *Consultant* submits a revised proposal to the *Client* for acceptance within 1 week. The *Client* responds to the revised proposal as stated in S 541.11. |
| S 541.13 | 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. |
| S 541.14 | The *Consultant* notifies the *Client* when the proposed actions have been taken and provides with its notification verification that the defective part of the *service* has been corrected and the Nonconformity register is updated. |
| S 541.15 | If the *Consultant* fails to comply with its quality management system, the *Consultant* accrues Quality Management Points from the date when the failure is identified in accordance with the quality table in **Annex 10.** The number of Quality Management Points is reduced in accordance with the quality table. |
| S 541.16 | If the *Consultant* fails properly to accrue Quality Management Points, the *Client* instructs the *Consultant* to accrue the applicable number of Quality Management Points calculated in accordance with the quality table. The Quality Management Points accrue on the date of the *Client*’s instruction. |
| S 541.17 | The *Consultant* maintains a register of the number of Quality Management Points in effect, showing when Quality Management Points accrue and are removed. |
| S 541.18 | A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations. |
| S 542 Quality Management Points & Table | |
| S 542.1 | Quality Management Points accrue from the earlier of the   * date of identification, * date of the audit if raised in an audit or * date of *Client’s* instruction. |
| S 542.2 | If the number of Quality Management Points in effect under the contract is more than 25, the *Consultant* and the *Client* meet within 1 week to consider ways of reducing the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points. |
| S 542.3 | The *Consultant* submits a report to the *Client* within 1 week of the meeting setting out the actions agreed at the meeting and any other actions which the *Consultant* proposes to take immediately to reduce the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points. |
| S 542.4 | If the *Client* does not accept the *Consultant*’s proposals or the *Consultant* does not take the agreed actions, the *Consultant* submits a revised report to the *Client* setting out the actions which the *Consultant* has taken and what further or alternative actions they propose to take to reduce the number of Quality Management Points in effect to 25 or less. |
| S 542.5 | Until the number of Quality Management Points in effect is reduced to 25 or less, the *Consultant* takes the actions detailed in its reports and submits weekly update reports to the *Client* setting out the actions taken, the results of those actions and the actions which are still to be taken by the *Consultant*. |
| S 542.6 | A failure to   * take actions to reduce the number of Quality Management Points in effect to 25 or less or * comply with a corrective action plan that has been accepted by the *Client*   is treated as a substantial failure by the *Consultant* to comply with its obligations. |
| S 544 Performance Measurement | |
| S 544.1 | The *Consultant* uses the current version of the Collaborative Performance Framework (CPF) (see link in **Annex 02**) in order to accurately measure their performance and follows the processes set out in the “Guidance” sheet within the CPF in relation to the use of performance scores to drive improved performance. |
| S 544.2 | The *Consultant* uses the current version of the CPF, records performance against each of the relevant indicators in the CPF and assists the *Client* in the development of the CPF by proposing and developing ways in which improvements can be made to the CPF. |
| S 544.3 | The scores recorded by the *Consultant* against each CPF indicator are submitted to the *Client* for moderation. Once moderated, the *Consultant* submits by return to the relevant CPF email address. The instructions for identifying the relevant CPF email address and the relevant working day in the month for submission are set out in the CPF instructions on the Supply Chain Portal (see link in **Annex 02**).  The first CPF covers months 1-3 from the *starting date* and are thereafter submitted quarterly. |
| S 544.4 | The *Consultant* undertakes a performance review addressing all aspects of performance on a quarterly basis, or as instructed by the *Client,* in accordance with the CPF. |
| S 544.5 | The Performance Level (**Annex 01**) is 6 and is measured in accordance with the CPF. |
| S 544.6 | Where the *Consultant’*s performance is below the Performance Level, this is treated as a substantial failure by the *Consultant* to comply with its obligations under the contract. |
| S544.7 | The *Client* leads additional annual reviews to assess all aspects of *Consultant* performance and trends in performance indicators. The *Consultant* assists with any additional reviews as requested by the *Client*. |
| S 545 **Health and safety requirements** | |
| S 545.1 | The *Consultant* complies with the *Client*’s Health and Safety Requirements outlined in **Annex 15**. |
| S 546 Format of records | |
| S 546.1 | The *Consultant* ensures that records are created and maintained in the following format (as appropriate)   * scanned electronic image (Acrobat .pdf), * editable electronic document (Microsoft Word), * editable electronic spreadsheet (Microsoft Excel), * editable vectorised drawing format (.dwg AutoCAD format or equivalent), * graphic electronic image in compressed (.jpg) format or * other formats compatible with the *Client’s* Information Systems, reference documents or guidance manuals as agreed with the *Client.* |
| S 546.2 | The *Consultant* undertakes translation of existing records into an accepted format when instructed by the *Client*. |
| S 546.3 | The *Consultant* may from time to time agree with the *Client* alternative acceptable formats in which the *Consultant* maintains records, taking into account any advances and other developments in Information Systems. The *Consultant* implements any changes as agreed with the *Client*. |
| S 547 Records and audit access | |
| S 547.1 | The *Consultant* keeps documents and information obtained or prepared by the *Consultant* or any subcontractor (at any stage of remoteness from the *Client*) in connection with the contract for a period of 6 years after Completion or earlier termination. |
| S 547.2 | The *Consultant* permits the *Client* and the Comptroller and Auditor General to examine documents and information held or controlled by the *Consultant* or any subcontractor (at any stage of remoteness from the *Client*). |
| S 547.3 | The *Consultant* provides such oral or written explanations as the *Client* or the Comptroller and Auditor General considers necessary. |
| S 547.4 | This section does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 (see link in **Annex 02**) for the examination, certification or inspection of the accounts of the *Consultant*. |
| S 561 Novation | |
| S 561.1 | Should novation be required, pursuant to Z4 in the *conditions of contract*, the form of novation agreement is issued by the *Client* for agreement as set out in **Annex 13 and 14.** |
| S 561.2 | If agreed by the *Client*, when the *Consultant* wishes to novate the contract to another consultant, it executes a novation agreement in the form specified in the Scope (or such other form as the *Client* may reasonably require). |
| S 561.3 | If the new consultant is a non-English or Welsh registered, the *Consultant* gives the *Client* a legal opinion in support of the new consultant. The legal opinion requirements are set out in section S 1102. |
| S 562 Subcontracting | |
| S 562.1 | Except as required by the operational requirements of a Category Purchase Agreement (see **Annex 01**) or where a competitively awarded pre-existing contract for such works, supplies or services exists or where the subcontractor was named and agreed in writing as part of the tendering process leading to the award of the main contract, the *Consultant* obtains a minimum of 3 competitive written quotations for the appointment of any subcontractor or supplier forworks/serviceswith a subcontract value in excess of ten thousand pounds (£10,000). |
| S 562.2 | The *Consultant* includes a provision in all subcontracts stating that retention is not deducted from any amount due to the subconsultant and procures that its subcontractor and subsubcontractor (at any stage of remoteness from the *Client*) do the same. |
| S 562.3 | Not used. |
| S 562.4 | Not used. |
| S 562.5 | The *Consultant* ensures that all subcontracts with a subcontractor (at any stage of remoteness from the *Client*) (that are not competitively awarded pre-existing agreements) use an NEC form of contract and that any subcontracts with subcontractor (at any stage of remoteness from the *Client*) have terms and conditions that align with the subcontract. |
| S 562.6 | The *Consultant* may propose to the *Client* that a subcontract used to appoint a subcontractor (at any stage of remoteness from the *Client*) is not an NEC form of contract. The *Consultant* does not appoint a subcontractor (at any stage of remoteness from the *Client*) using a contract form other than NEC unless the *Client* has accepted the *Consultant’s* proposal. A reason for not accepting the *Consultant’s* proposal is that it is practicable for the subcontract to be an NEC form. |
| S 562.7 | The *Consultant* submits the proposed Contract Data for each subcontract of a subcontractor (at any stage of remoteness from the *Client*) to the *Client* for acceptance. A reason for not accepting the Contract Data is   * it does not comply with the obligations of the contract, * it does not align with the risk transfer of the contract or * in the opinion of the *Client* it has too high a risk transfer to the proposed subcontractor. |
| S 562.8 | The *Consultant* ensures that any subcontract of a subcontractor (at any stage of remoteness from the *Client*) is capable of being novated to a replacement consultant. |
| S 562.9 | The *Consultant* may propose to the *Client* that a subcontract of a subcontractor (at any stage of remoteness from the *Client*) is not capable of being novated to a replacement consultant. The *Consultant* does not award such a subcontract that is not capable of being novated to a replacement consultant unless the *Client* has accepted the *Consultant’s* proposal. A reason for not accepting the *Consultant’s* proposal is that it is practicable for the subcontract to be novated to a replacement consultant. |
| S 562.10 | When requested by the *Client*, the *Consultant* executes or procures the relevant subcontractors (at any stage of remoteness from the *Client*) execute, an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to a replacement consultant. |
| S 563 Contracts Finder | |
| S 563.1 | The requirements of this section S 563 do not apply to subcontracts placed under a Category Purchase Agreement (see **Annex 01**). |
| S 563.2 | Where the forecast amount due to be paid to the *Consultant* is five million pounds (£5,000,000) or more per annum at the date the contract came into existence is used, the *Consultant*   * subject to paragraphs S 563.4, S 563.5 and S 563.6, advertises on Contracts Finder all subcontract opportunities arising from or in connection with Providing the Service above a minimum threshold of twenty-five thousand pounds (£25,000) that arise before the end of the contract, * within 90 days of awarding a subcontract (at any stage of remoteness from the *Client*), updates the notice on contracts finder with details of the successful subcontractor, * monitors the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain prior to the end of the *service period* and provides reports on this information to the *Client* in the format and frequency as reasonably specified by the *Client* and * promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.   The calculation of five million pounds (£5,000,000) or more per annum in this section is in accordance with footnote 1 to PPN 01/18 (see link in **Annex 02**) based on an advertised subcontract value, averaged over the life of the advertised subcontract. |
| S 563.3 | Each advert referred to in paragraph S 563.2 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the *Consultant*. |
| S 563.4 | The obligation at paragraph S 563.2 only applies in respect of subcontract opportunities arising after the Contract Date. |
| S 563.5 | The *Consultant*, may propose to the *Client* for acceptance, that a specific subcontract opportunity is not advertised on Contracts Finder. The *Consultant* provides a detailed reason for not advertising the specific subcontract opportunity. The *Consultant* provides further detail when requested by the *Client*. If accepted by the *Client*, the *Consultant* is relieved from advertising that subcontract opportunity on Contracts Finder. |
| S 564 Fair payment | |
| S 564.1 | The *Consultant* includes in the subcontract with each subcontractor (at any stage of remoteness from the *Client*)   * a period for payment of the amount due to the subcontractor (at any stage of remoteness from the *Client*) not greater than 19 days after the date on which payment becomes due under the contract. The amount due includes payment for work which the subcontractor (at any stage of remoteness from the *Client*) has completed from the previous assessment date up to the current assessment date in the contract, * a provision requiring the subcontractor (at any stage of remoteness from the *Client*) to include in each subsubcontract the same requirement, except that the period for payment is to be not greater than 23 days after the date on which payment becomes due under the contract, * a provision requiring the subcontractor (at any stage of remoteness from the *Client*) to assess the amount due to a subsubcontractor without taking into account the amount paid by the *Consultant* and * a provision requiring each further stage subcontract to contain provisions to the same effect as these requirements, with the intention that all subcontractor (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. |
| S 564.2 | Where a Project Bank Account is used, the period for payment is in accordance with the requirements of the Project Bank Account provisions. Where a Project Bank Account is not used the periods for payment in this section apply. |
| S 564.3 | The *Consultant* notifies non‐compliance with the timescales for payment through the Cabinet Office Supplier Feedback Service. The *Consultant* includes this provision in each subcontract and requires subcontractors to include the same provision in each subsubcontract. |
| S 564A Advertising Subcontracts in accordance with the Public Contracts Regulations 2015 - Not Used. | |
| S 565 Records and reporting for SMEs | |
| S 565.1 | For Small, Medium or Micro Enterprises (SME) employed on the contract, as defined in table below   |  |  |  |  |  | | --- | --- | --- | --- | --- | | Company size category | Staff headcount | Turnover | or | Balance sheet total | | Medium | <250 | < £50 m |  | < £43 m | | Small | <50 | < £10 m |  | < £ 10 m | | Micro | <10 | < £2 m |  | < £ 2m |   the *Consultant* reports to the *Client* each quarter from the *starting date* until Completion Date   * the name of the SME, * the class of SME (Small, Medium or Micro), * the value of the contract undertaken by the SME, * the monthly amounts paid to the SME in the quarter and * the aggregated value paid to the SME since the *starting date*. |
| S 565.2 | The *Consultant* acknowledges that the *Client* may   * publish the information supplied under the section, along with the *Consultant*’s name and the name of the contract and * pass the information supplied under this section to any Government Department who may then publish it along with the names of the SMEs, the *Consultant’*s name or the contract. |
| S 565.3 | The *Consultant* ensures that the *conditions of contract* for each subcontractor who is an SME include   * a term allowing the *Client* to publish the information supplied under this section and * obligations similar to those set out in this section. |
| S 565.4 | The *Consultant* further ensures that the *conditions of contract* for each subcontractor include a requirement that the *conditions of contract* for any further subsubcontractor engaged by the subcontractor who is an SME include obligations similar to those set out in this section. |
| S 566 Transfer of rights - Not used. | |
| S 567 *Consultant’s* rights over material prepared for the design of the *service* | |
| S 567.1 | The *Consultant* acquires no rights over material prepared for the design of the *service.* |
| S 568 Other rights to be obtained by the *Consultant* | |
| S 568.1 | The *Consultant* grants to the *Client* licences to use, modify and develop the *Consultant*’s Background IPR for any purpose relating to the *service* (or substantially equivalent services, its maintenance, operation, modification and for any purpose relating to the exercise of the *Client*’s business or function). |
| S 568.2 | The *Consultant* procures a direct grant of a licence to the *Client* to use, modify and develop any third party’s Consultant Background IPR for any purpose relating to the *service* (or substantially equivalent services), its maintenance, operation, modification and for any purpose relating to the exercise of the *Client*’s business or function). |
| S 568.3 | The *Client* does not acquire any ownership right, title or interest in or to the Consultant Background IPR. |
| S 568.4 | The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains a right for the *Client* (enforceable with accordance with the Contracts (Rights of Third Parties) Act 1999) to enforce the obligations in this section S 568. |
| S 569 Project Bank Account (Option Y(UK)1) Not Used. | |
| Adding a *Supplier* – Not Used. | |
| Project Bank Account (PBA) Tracker – Not Used. | |
| S 570 Cost verification | |
| S 570.1 | The *Consultant* allows the *Client* (or a forensic cost verification consultant engaged by the *Client*) to review data relating to the assessment of time charge cost (including Personal Data) for the purpose of verifying the time charge incurred. |
| S 570.2 | The *Client* ensures that data viewed for verification is adequately protected against the risk of accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure. |
| S 570.3 | The *Consultant* obtains agreement from the data subject for the review of Personal Data for verification. |
| S 600 Requirements for the programme | |
| S 610 General requirements | |
| S 610.1 | The *Consultant* develops, maintains and reports against the programme using Primavera P6 (V8 or later) software and issues a PDF and the host (.xer) file with each programme. |
| S 610.2 | The *Consultant* submits its first programme within 2 weeks of the *starting date* for acceptance by the *Client*. This first programme forms the baseline programme for the duration of the contract. A reason for not accepting is   * it does not meet the requirements of the Scope.   The *Consultant* submits an updated programme on or before the first Friday of each calendar month for acceptance by the *Client,* demonstrating progress and change from the baseline. A reason for not accepting is   * it does not meet the requirements of the Scope. |
| S 620 Detailed requirements | |
| S 620.1 | The *Consultant* shows on the programme all key milestone dates including   * baseline programme start and finish dates, * forecast planned start and finish dates, showing variance from the baseline, * start and finish dates and time periods for all deliverables identified in the Scope, * start and finish milestone dates for each Stage and Design Fixity as defined by LTC Design Fixity Guidance (see **Annex 02**) and * defined dates and information required of the *Client* that have a dependency on design progression, including provision of the data requirements as described in S 700. |
| S 620.2 | The *Consultant*   * includes the basis for programme durations such as rates of production and number of people required to complete the *service* within the contracted time, * includes percentages complete against activities to show progress, * represents *Client* reviews in schedules as activities, * does not use scheduled constraints or lags to represent duration of *Client* or Cadent reviews (see S 530), * develops its programme using the project Work Breakdown Structure (WBS) (see below) with reference to the LTC Design Fixity Guidance (**Annex 02**), * co-ordinates with the *Client* to jointly develop the WBS and identifies within the WBS all elements of the *service* and uses the WBS as the basis for organising and managing the *service*. The *Consultant* also uses the WBS to   + provide the framework for defining the deliverables and other tasks and   + represent all elements required to complete the *service*. |
| S 700 Information and other things provided by the *Client -* | |
| S 700.1 | The *Client* provides additional data in response to the *Consultant’s* data requirements. Refer to S 230 for details. |
| |  | | --- | | S S S 1101 Parent Company Guarantee |  S 1101 Parent Company Guarantee | |
| S 1101 | The form of Parent Company Guarantee is set out in **Annex 16.** |
| S 1102 Legal Opinion | |
| S 1102.1 | If the *Consultant* is required to provide a Parent Company Guarantee, it is provided in the form set out in **Annex 16.**  If the entity that is to provide the Parent Company Guarantee is a non-English or Welsh registered company required by the contract, the *Consultant* provides a legal opinion in support of a Parent Company Guarantee. |
| S 1102.2 | Any legal opinion provided by the *Consultant* in support of a Parent Company Guarantee from a non-English or Welsh registered company includes (among others) the following matters   * is addressed to the *Client* on a full reliance basis, * the liability of the lawyers giving the opinion must not be subject to any exclusion or limitation of liability, * 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 in respect of proceedings against it in relation to the Parent Company Guarantee. |
| S1400 Information Requirements | |
| S1400.1 | The *Client* recognises digital as a key enabler to a safer, more productive LTC programme. This is fundamental to the efficient and effective operation of assets. Information is at the heart of evidence-based decision making and it is necessary that all parties within the LTC programme understand their role in ensuring the development and use of high-quality information, and the efficient and standardised exchange through supply chains and with the *Client*. |
| S1401 Digital Architecture Hierarchy | |
| S 1401.1 | The Common Data Environment (CDE) (see **Annex 01**) is the central repository for the housing of project information, including design and construction content. *The Client* has configured this environment to support document management workflows aligned to ISO 19650 Building Information Modelling (see link in **Annex 02**). |
| S 1401.2 | The Project Information Model (PIM) (see **Annex 01**) represents all the information hosted within the CDE. It includes data, documentation, geometrical models, and non-geometrical assets. In using this central source of information, collaboration is enhanced, mistakes reduced, and duplication avoided. |
| S 1401.3 | The Federated Model (see **Annex 01**) is a sub-set of the PIM. The Federated Model includes asset geometry and structured data.  Figure 1 - Digital Architecture Hierarchy |
| S 1402 Exchange Information Requirements | |
| S 1402.1 | The government set out its requirement for fully collaborative 3D Building Information Modelling (BIM) on centrally procured government construction projects in the Government Construction Strategy 2016-2020 (see link in **Annex 02**). |
| S 1402.2 | The *Consultant* Provides the Service in accordance with the LTC Exchange Information Requirements (EIR) (see link in **Annex 02**), provided by the *Client* and associated standards referenced within the EIR. |
| S 1402.3 | The *Consultant* provides an initial Information Execution Plan to meet the requirements of section 1.5 of the EIR within two weeks of the *starting date* and submits to the *Client* for acceptance. The *Client* provides the *Consultant* with a template at contract award for this purpose. A reason for not accepting is   * the initial Information Execution Plan does not fulfil the requirements of the EIR. |
| S 1403 Business Exchange Information Requirements | |
| S1403.1 | The LTC Business Exchange Information Requirements (B-EIR) (see link in **Annex 02**), are a complementary set of information requirements to those described in the LTC Exchange Information Requirements (EIR), but focused on what the business requires as opposed to what is required for design/engineering. |
| S 1403.2 | The *Consultant* Provides the Service in accordance with the LTC Business Exchange Information Requirements, provided by the *Client*. |
| S 1404 Information Management System | |
| S 1404.1 | The Information Management System (see link in **Annex 02**) describes the data and information requirements, interface definition, how data is described, and relationships represented and logically structured.  The *Consultant* Provides the Service in accordance with the Information Management System, provided by the *Client* and associated standards referenced within the Information Management System including   * Interface Specification, * Data Modelling, * Ontology and * Data Assurance (see links in **Annex 02**) |
| S 1405 Information Objectives | |
| S 1405.1 | The TC Digital Strategy 2.0 (see link in **Annex 02**) includes   * establishing the building blocks to enable effective information management and use of technology throughout the Project’s life cycle and * paving the way for pioneering the use of a Digital Twin for operation. |
| S 1406 Information Execution Plan | |
| S 1406.1 | The *Consultant* develops the information modelling solution and produces an Information Execution Plan (IEP) (see **Annex 01**) that complies with the requirements stated in S 1400 and submits this to the *Client* within 10 weeks from the *starting date* for acceptance. A reason for not accepting is   * that it does not comply with the requirement of S 1400.   The Information Execution Plan explains how the information management aspects of the contract including the EIR, B-EIR and Information Management System are carried out and information exchanged between the *Client*, the *Consultant* and others supporting the LTC programme. |
| S 1406.2 | The *Consultant* develops a BIM approach that uses clearly defined BIM processes aligned to ISO 19650 (see link in **Annex 02**), which have been internally approved in accordance with the *Consultant’s* ISO 9001 accreditation. This BIM approach is used to design, simulate, and replicate infrastructure assets and encompass both new and existing assets at appropriate levels of detail and accuracy. A key element of this approach is collaborative working, where information is shared on the CDE to ensure that the *Client* and others supporting the LTC programme are aware of design developments. |
| S 1407 Elements of the Information Execution Plan | |
| S 1407.1 | The IEP, as defined in S 1406, explains the *Consultant’s* approach to meeting the information requirements of the EIR along with the information requirements of the B-EIR. An IEP template is provided by the *Client* at contract award. Traditionally this document has been called the BIM Execution Plan, but for the purposes of this programme it will be referred to as the IEP to represent the broader nature of the information in response to the EIR and B-EIR. |
| S 1407.2 | The Information Delivery Plan (IDP) is created by the *Client*. The IDP is the compilation of the IEPs and the Master Information Delivery Plans (MIDPs). Its purpose is to allow the *Client* to check the delivery plans across different delivery teams, to make sure these fit with the overall programme delivery schedule of activities and to make sure that any related deliverables are in the right logical sequence. Figure 2 provides a diagrammatic view of the hierarchy.  Figure 2 - Hierarchical view |
| S 1407.3 | The MIDP is the compilation of all the Task Information Delivery Plan (TIDPs) within a delivery team. Its purpose is to allow the *Consultant* to check the delivery plans across different task teams, to make sure these fit with the overall delivery team schedule of activities and to make sure that any related deliverables are in the right logical sequence. |
| S 1407.4 | A TIDP describes the discipline suite of deliverable content on the Project for a specific phase, including business data, asset data attributes, native models, Industry Foundation Classes (IFC) exchange, drawings, schedules, reports and setting out. |
| S 1407.5 | The *Consultant* produces an overarching MIDP containing the entire content for all disciplines, including interfaces for each Project stage, as part of the IEP. The MIDP links with the Primavera P6 Project programme. |
| S 1407.6 | The *Consultant’s* MIDP is kept up to date by the *Consultant* with any changes in the individual TIDPs that form part of it. It is updated to include additional TIDPs from newly appointed parties or task teams joining the delivery team. |
| S 1407.7 | Responsibility Matrix – sets out the responsibility for the production of information and models for each defined project stage, and to what level of information need. |
| S 1407.8 | Level of Information Need - is the geometrical and non-geometrical content required for an Information Model at each Project Control Framework Stage as specified in the EIR. |
| S 1407.9 | The *Consultant* agrees with the *Client* the level of information need requirements for all asset elements being used on the Project, including geometrical and non-geometrical content. This forms the basis of the Asset Information Model (AIM) (see **Annex 01**) to fully enable the later operational phase of the asset lifecycle. |
| S 1407.10 | The *Consultant* submits the following documents to the *Client* for acceptance within 10 weeks of the *starting date*   * Supply Chain BIM Capability Assessment, * Supply Chain Information Capability Assessment and * GIS Execution Plan.   A reason for not accepting is   * the document does not fulfil the requirements of S 1407. |
| S 1407.11 | The *Consultant* records and reports all benefits of BIM and Digital to the *Client* each month and produces relevant case-studies as specified by the *Client*. |
| S 1408 LTC informatio Environment (CDE) Delivery Systems | |
| S 1408.1 | The *Client* CDE systems are set out in the EIR. The *Client* also provides a centrally hosted CDE aligned to ISO 19650 principles (see link in **Annex 02**), to support structured collaborative working. |
| S 1408.2 | The *Consultant* interfaces with the ProjectWise environment to download and upload shared information, for co-ordination and integration into the Federated Model, and formal submission to the Project. |
|  | Figure 3 - CDE workflow to support the central PIM |
| S 1408.3 | The *Consultant* has anISO 19650 compliant CDE, which it uses to develop content up to a work in progress status. |
| S 1408.4 | The *Consultant* uploads shared information and models to the centrally hosted CDE. There is weekly synchronisation of shared content within the centrally hosted CDE by the *Consultant*. |
| S 1408.5 | The *Client* defines workflows and conventions for the centrally hosted CDE. |
| S 1408.6 | The *Consultant* uses the *Client’s* workflows on its systems for consistency and ease of transfer. These ISO 19650 Building Information Modelling (see **Annex 02**) compatible workflows cover file-naming, controlled sharing, and validation of content. The *Consultant* uploads information updates weekly to the PIM throughout the *service* and includes information relating to   * design, * construction and * handover to operation. |
| S 1408.7 | The PIM is the basis for the AIM at handover and into operations. |
| S 1408.8 | The PIM is used by all stakeholders and enables the sharing of data and information for core activities including   * Health, Safety, Security and Wellbeing (HSSW), * carbon performance, baseline impacts and monitoring, * environmental management, * integrated asset database analysis and reporting, including dashboards, * geospatially co-ordinated design, * 3D co-ordinated design, * 4D phased simulation of construction sequences, * 5D quantification and accurate cost scheduling, * planning the operation and maintenance of assets, * land and property, * stakeholder engagement, * legacy & benefits, * construction operations and * project controls. |
| S 1409 Not used | |
| S 1410 Not used | |
| S 1411 Geospatial information requirements | |
| S 1411.1 | Geospatial information and GIS are key components of the PIM for the Project. It facilitates communication and co-ordination of geometrical and non-geometrical content. |
| S 1411.2 | Further information requirements regarding geospatial information and GIS are detailed in the EIR and B-EIR. |
| S 1411.3 | The *Consultant* works with the *Client* to develop the GIS Execution Plan in response to the EIR and B-EIR. |
| S 1411.4 | The *Consultant* submits geospatial information to the PIM in accordance with GIS Execution Plan. |
| S 1411.5 | The *Consultant* plans and records the data drops in the MIDP. |
| S 1412 Federated Model and applications | |
| S 1412.1 | The *Consultant* provides an integrated 3D federated geometrical model of the design asset content and structured data as defined in the EIR and B-EIR in accordance with S 1408.4 that includes   * appropriate geometrical and non-geometrical content (including available utility information), * models representing the entire range of assets for the works, * verification of the Information Models and * checking against the specifications. |
| S 1412.2 | Not used. |
| S 1412.3 | Production of Federated Model content is in .IFC. format. |
| S 1412.3 | The *Consultant* highlights to the *Client* the potential for clashes in asset content and proposes actions to resolve these to the *Client*. |
| S 1412.4 | The *Client* provides and hosts a central asset design issue tracker to highlight and record geometrical interface clashes. |
| S 1412.5 | The *Consultant* undertakes clash co-ordination and space-proofing include identification and resolution to agreed rules and tolerances, using a defined classification hierarchy, which the *Consultant* agrees with Cadent. Safe working zones and corridors are identified as needed by the *Consultant*. |
| **S 1413 Not used** | |
| S 1414 Not used | |
| S 1415 Not used | |