



National Highways Company Limited
A303 Stonehenge (Amesbury to Berwick Down)
Delivery Assurance Partner

NEC4 Professional Service Contract
(June 2017 with amendments January 2019
and October 2020)

Volume 2

SCOPE

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CLIENT'S SCOPE

S100 Purpose of the service

- S 100.1 The *Client* wishes to engage the *Consultant* to act as delivery assurance partner for the purposes of mobilising the Main Works Contractor, assuring the detailed design, assisting discharge of consent requirements and assuring the construction of the Project, systems commissioning, certification and handover to the *Client*.

S101 Identified and Defined Terms and reference documents

- S101.1 In this Scope terms identified in the Contract Data are in *italics* and defined terms have capital initials. Other terms used with capital letters are defined in the *conditions of contract* or have the meaning given to them in **Annex 01**. Acronyms are also explained in **Annex 01**. All reference documents referred to in the Scope can be accessed via links or instructions set out in **Annex 02**.
- S101.2 It is recognised that, without a contractual relationship with the Main Works Contractor, any actions undertaken by the *Consultant* can only influence the performance and outputs of the Main Works Contractor. The term “ensure” as used in this Scope, is not intended to impose a higher obligation on the *Consultant* beyond the use of reasonable skill and care normally used by professionals as provided in clause 20.2 of the *conditions of contract*. Where the *Consultant* is obliged to “ensure” the performance of any obligations by the Main Works contractor within this scope, the *Consultant's* obligations are the following:
- proactively monitors the Contractor's compliance with the Main Works Contract (including compliance with and discharge of Project Requirements and Consents),
 - uses its expertise, experience and the communication channels available to positively influence the performance of the Contractor to meet its deliverables and correct any potential or actual non-compliance with the Main Works Contract and keep the *Service Manager* advised of the same,
 - advises the *Service Manager* of any potential or actual non-compliance of the Contractor in its delivery of its obligations as soon as the *Consultant* becomes aware (including ‘early warnings’ under the Main Works Contract as may be relevant),
 - provides guidance and recommendations to the *Service Manager* on potential courses of action to address matters of any potential or actual non-compliance on the part of the Contractor as may be applicable
 - implements the *Service Manager's* instructions should further engagement with the Contractor be required, and
 - advises the *Service Manager* where its efforts to comply with the above are being impeded due to the action/inaction of the *Client*, *Service Manager* or Project Manager.

S105 *Client's objectives*

S105.1 The purpose of this section is to communicate the *Client's* vision, values, outcomes and the key objectives of the contract. It also outlines 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 England's strategic road network, carrying one-third of all road traffic and two thirds of freight traffic in England.

S105.3 The roads that make up the *Client's* strategic road network are a key enabler of economic growth and prosperity and are essential to the quality of life of the nation.

S105.4 The *Client's* role is to deliver a better service for road users and to support a growing economy. It operates, manages and improves the strategic road network in the public interest and maintains the network on a day-to-day basis and provides 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 Road Investment Strategy 2 (RIS2): 2020-2025, (see link in **Annex 02**) is to revolutionise our roads and create a modern strategic road network across England over the next 25 years. The *Client* supports 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 the three imperatives which are

- **Safety** – “the safety of our employees, our service partners and our road users (ensuring no one is harmed when travelling or working on the strategic road network)”,
- **Customer Service** – “the customer service and experience that road users have (improving what we do and how what we do is to reduce impact on road users)” and
- **Delivery** – “the delivery of the Government's Road building and maintenance programme which includes spending over £4 billion a year delivering our road network to our road users, stakeholders and customers (delivering on time and efficiently)”.

S105.7 The *Client's* imperatives set out what the *Client* considers key to its business. The *Consultant* aligns with these imperatives and supports the *Client* 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”.
- S105.09 The *Client's* values describe how it delivers its vision and imperatives, how it treats each other, expects to be treated, how it wants to be seen as an organisation and how it does business.
- S105.10 The *Consultant* 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 Strategic Business Plan 2020 – 2025 (see link in **Annex 02**) (and any replacement thereof notified to the *Consultant*) sets out the *Client's* main activities to improve the capacity and performance of the network and how the *Client* does it.
- S105.12 The 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 and
 - a more accessible and integrated network.
- S105.13 This is achieved through
- planning for the future,
 - growing capability,
 - building relationships,
 - efficient and effective delivery and
 - improving customer interface.

Contract Core Principles Key Objectives

- S105.14 The key objectives of the *service* are
- to enable the *Client* to succeed by bringing management capability and organisational management expertise to the Leadership Team for the Project,
 - to ensure that the Project is successfully delivered by provision of advice to the Project Manager to manage the Main Works Contract, identifying risk and opportunity and resolving issues to maintain progress,
 - to be part of an efficient and effective Leadership Team bringing expertise, tools and processes to manage the Phases of the Project including ensuring that the *Client*
 - delivers on all its obligations,
 - meets the requirements for the Project and
 - by providing a quality management system and compliance and requirements management tools,
 - to seek out and realise opportunities for continuous improvement and efficiency across the Project,
 - to assist the *Client* in realising the outcomes and project benefits as identified in the Final Business Case and Project Benefits Map,
 - to drive the performance of the Main Works Contractor across the Project to secure completion of the Project on time and within the Project Budget,
 - to provide independent certification of the Tunnel Systems delivered by the Main Works Contractor,
 - to support the *Client* in the delivery of clear, transparent and predictable forecasting and reporting, both internally and to Government and
 - in representing the *Client*, as part of the Leadership Team, to promote the *Client's* values and behaviours and lead on its “Home Safe and Well” initiative (see link in **Annex 02**).

S110 Background

- S110.1 The Project forms part of a programme of improvements for upgrading the A303/A358 corridor linking the Southwest with London and the Southeast, upgrading remaining single carriageway sections to dual carriageway on this important route.
- Objectives for the Project have been formulated to address identified problems and to take advantage of the opportunities that the new infrastructure would provide. The objectives are
- to create a high-quality reliable route between the Southeast and the Southwest that meets the future needs of traffic,
 - to enable growth in jobs and housing by providing a free flowing and reliable connection between the Southeast and the Southwest,

- to help conserve and enhance the World Heritage Site (WHS) and to make it easier to reach and explore and
- to improve biodiversity and provide a positive legacy for nearby communities.

S110.2 The Project (diagram shown in figure 1 below) is to provide a high quality, two-lane dual carriageway on the A303 trunk road between Amesbury and Berwick Down in Wiltshire which aims to resolve traffic problems and protect and enhance the WHS.



Figure 1

S110.3 The Project comprises of the following key components

- a northern bypass of Winterbourne Stoke with a viaduct over the River Till valley,
- a new junction between the A303 and A360 to the west of and outside of the WHS, replacing the existing Longbarrow roundabout,
- a twin-bore tunnel 2 miles long through the WHS and
- a new junction between the A303 and A345 at the existing Countess junction.

S110.4 Contracts already let for preliminary works and services on the Project include

- for geotechnical surveys, in addition to those obtained for the DCO application, to assist the procurement of the Main Works Contractor,
- for archaeological mitigation and ecology as required by the conditions of the DCO to allow the Main Works Contractor to start onsite without delay and
- for utilities works and minor highway works, again to allow the Main Works Contractor to start onsite without delay.

These contracts will be complete by the access date as identified and defined in the Main Works Contract, apart from the archaeological mitigation which will be ongoing through the duration of the Project.

The *Service Manager* informs the *Consultant* of any further preliminary works contracts.

S115 Direction of the *Service Manager*

- S115.1 Where in the Scope an agreement is required from the *Project Manager* or Others, if the *Consultant* and the *Project Manager* (or Others where relevant) do not reach an agreement within the *period for reply*, the *Consultant* complies with any direction of the *Service Manager*.

S120 *outline document*

- S120.1 The *Consultant* ensures that any submission aligns with any relevant *outline document*, as listed in Contract Data part two.

S200 Description of the *service*

S205 Description of the *service*

- S205.1 The *service* covers the following stages of the Project lifecycle
- **Phase 1: Mobilisation Phase**
Phase 1 commences on the *starting date* and ends on the date which is 45 Working Days after the *starting date*. The *Consultant* meets the Key Dates for Mobilisation Activities as set out in the Contract Data and completes the Mobilisation Activities within the Mobilisation Phase. It is anticipated that, if the *Service Manager* is satisfied that the *Consultant* will achieve successful completion of the Mobilisation Activities, the *Service Manager* issues Task Orders for Systems and Processes and for Phase 2 Core Services and Phase Specific Services within 10 Working Days of the completion of the Mobilisation Phase.
 - **Phase 2: Main Works Contractor Mobilisation**
Phase 2 commences on the Task Starting Date identified in the Task Orders for provision of System and Processes and Phase 2 Core Services and Phase Specific Services, if issued by the *Service Manager* and concludes 12 weeks after the access date all as identified and defined in the Main Works Contract.
 - **Phase 3A: Tunnel Construction**
Phase 3A commences on the Task Starting Date identified in the Task Orders for Phase 3A Core Services and Phase Specific Services, if issued by the *Service Manager* and concludes when the Main Works Contractor has completed all works and services required for the completion of section 3 all as identified and defined in the Main Works Contract.
 - **Phase 3B: Commissioning**
Phase 3B commences on the Task Starting Date identified in the Task Orders for Phase 3B Core Services and Phase Specific Services, if issued by the *Service Manager* and concludes when the Main Works Contractor has completed all works and services required for the completion of section 3 all as identified and defined in the Main Works Contract.
 - **Phase 4A: Highways Construction**
Phase 4A commences on the Task Starting Date identified in the Task Orders for Phase 4A Core Services and Phase Specific Services, if issued by the

Service Manager and concludes when the Main Works Contractor has completed all works and services required for the completion of section 1 and section 2 all as identified and defined in the Main Works Contract.

- **Phase 4B: Highways Maintenance**

Phase 4B commences on the Task Starting Date identified in the Task Orders for Phase 4B Core Services and Phase Specific Services, if issued by the *Service Manager* and concludes when the Main Works Contractor has completed all works and services required for the completion of section 1A and 2A all as identified and defined in the Main Works Contract.

- **Phase 4C: De-trunking Works**

Phase 4C commences on the Task Starting Date identified in the Task Orders for Phase 4C Core Services and Phase Specific Services, if issued by the *Service Manager* and concludes when the Main Works Contractor has completed all works and services required for the completion of section 3A all as identified and defined in the Main Works Contract.

- **Optional Phase 5: Tunnel Maintenance and landscaping**

Optional Phase 5 commences on the Task Starting Date identified in the Task Orders for Phase 5 Core Services and Phase Specific Services issued by the *Service Manager* and concludes when the Main Works Contractor has completed all works and services required for the completion of section 4 and section 5 all as identified and defined in the Main Works Contract.

S205.2 During the Mobilisation Phase, the *Consultant* provides Mobilisation Activities as set out in the contract. Throughout the Phases the *Consultant* Provides the Service if and as instructed in Task Orders.

S205.3 The various parts of the *service* (including Mobilisation Activities) are categorised as follows, all as defined below and as further described in the Services and Systems Schedules listed below

- Systems and Processes,
- Core Services,
- Phase Specific Services and
- Optional Services.

S205.4 Systems and Processes comprise those systems and processes which are required to be utilised by the *Consultant* as set out in the Systems and Processes Schedules as described below

- SP1: General Systems Requirements.

S205.5 Core Services comprise those parts of the *service* which are required to be provided continuously as set out in the Core Services Schedules described below

- CS1: Health, Safety and Wellbeing,
- CS2: Communications, Stakeholder and Community Engagement,
- CS3: Project Management Office including Integrated Project Controls,
- CS4: People and Organisational Management and

- CS5: Quality Management.

S205.6 Phase Specific Services comprise those parts of the *service* which are required to be provided for specific phases of the Project as set out in the Phase Specific Services Schedules described below

- PS1: Design Assurance,
- PS2: Programme,
- PS3: Consents Management and Discharge,
- PS4: Land Management,
- PS5: Environmental and Sustainability Management,
- PS6: Third Party Agreements Support,
- PS7: Contract Management,
- PS8: Construction Delivery,
- PS9: Risk and Issues Management,
- PS10: Tunnel Testing and Commissioning
- PS11: Tunnel Systems and
- PS12: Handover into Operation and Asset Management.

S205.7 Optional Services comprise those parts of the *service* which may be required if instructed in a Task Order as set out in the Optional Services Schedules described below

- OS1: Leadership Secondments
OS1 requires the *Consultant* to provide candidates for interim secondment to the *Client's* roles.
- OS2: Staff Relocation
OS2 requires the *Consultant* to plan and undertake the relocation of *Client* staff and Staff from Bristol city centre to the Project site office.
- OS3: Early Works Management
OS3 requires the *Consultant* to provide project management, site supervision, health safety security and wellbeing management, commercial management, stakeholder management and land access management for works remaining under the preliminary works contracts which comprises of activities as described in section S110.4.

S210 Mobilisation Activities

S210.1 The *Consultant* provides the Mobilisation Activities from the *starting date* until the end of the Mobilisation Phase as described in the Scope.

S210.2 Mobilisation Activities are

- all activities identified as such in the Services Schedules,
- as set out in the Systems and Processes Schedules and

- any other obligation which is required by the Scope to be provided during the Mobilisation Phase.

S210.3 When submitting a plan to the *Service Manager* for acceptance in accordance with the Mobilisation Activities section of the Services and Systems Schedules, each plan includes the following specific to the topic covered by the plan

- approach to providing leadership until Completion,
- approach to driving collaboration between the Parties to drive high performance until Completion,
- approach to establishing and maintaining an environment conducive to constructive challenge between the Leadership Team and the Main Works Contractor,
- approach to providing assurance of the Project deliverables whilst at the same time supporting the Main Works Contractor to achieve its cost and programme objectives,
- approach to driving improvement having due regard to the requirements of **Annex 11** and
- approach to proactive engagement by the *Consultant* with the Main Works Contractor to drive high performance in accordance with the Main Works Contract.

S215 Phase Task Orders

- S215.1 From the end of the Mobilisation Phase, the *Consultant* Provides the Service in accordance with and subject to any Task Orders issued in accordance with the contract and as described in the Services and Systems Schedules.
- S215.2 If the *Client* requires the *Consultant* to utilise the Systems and Processes, the *Service Manager* issues a Task Order for the Systems and Processes until Completion, at the start of Phase 2 in accordance with the contract. The *Consultant* utilises the Systems and Processes in accordance with the Task Order, subject to the reviews to be undertaken in accordance with Schedule SP1 (General Systems Requirements).
- S215.3 If the *Client* requires the *Consultant* to provide the Core Services, the *Service Manager* issues a Task Order for the Core Services at the start of each Phase in accordance with the contract.
- S215.4 If the *Client* requires any Phase Specific Services for a Phase, the *Service Manager* issues a Task Order for such Phase Specific Services at the start of the relevant Phase in accordance with the contract.
- S215.5 If the *Client* requires any Optional Services from time to time, the *Service Manager* issues a Task Order for such Optional Services as and when the same are required.
- S215.6 It is anticipated that the Task Orders for Core Services and Phase Specific Services in Phase 2 instruct
- the Core Services required under Schedule CS1 (Health, Safety and Wellbeing), Schedule CS2 (Communications, Stakeholder and Community Engagement), Schedule CS3 (Project Management Office including Integrated Project

Controls), Schedule CS4 (People and Organisational Management) and Schedule CS5 (Quality Management) and

- the Phase Specific Services required under Schedule PS1 (Design Management and Assurance), Schedule PS2 (Programme), Schedule PS3 (Consents Management and Discharge), Schedule PS4 (Land Management), Schedule PS5 (Environmental and Sustainability Management), Schedule PS6 (Third Party Agreements Support), Schedule PS7 (Contract Management), Schedule PS8 (Construction Delivery) Schedule PS9 (Risk and Issues Management), Schedule PS10 (Testing and Commissioning), Schedule PS11 (Tunnel Systems) and Schedule PS12 (Handover into Operation and Asset Management)

It is anticipated that the Task Orders for Phase 2 cover the following activities

- preparation for the mobilisation of the Main Works Contractor,
- mobilisation of the Main Works Contractor and
- capturing and configuring the relevant information from the Main Works Contract within the Project Information System.

S220 Services and Systems Schedules

S220.1 The Services and Systems Schedules form part of the Scope and contain the detailed requirements for the *service* or the procedures for developing the detailed requirements for the *service* (the “Project Specific Requirements”, as further described below). The deliverables to be provided to the *Client* are as set out in the Services and Systems Schedules, or to be developed in accordance with the provisions of the Services and Systems Schedules, and as set out in Task Orders and captured in the Deliverables Matrix.

S220.2 Subject to this paragraph S220.2 the Services and Systems Schedules are mutually explanatory, and each is to be read in conjunction with the others and with the rest of the Scope. The *Consultant* Provides the Service having due regard to the provisions of all of the Services and Systems Schedules and the rest of the Scope.

S220.3 The “Project Specific Requirements” comprise

- the provisions of the Services and Systems Schedules,
- the provisions of any document or information to be provided to the *Consultant* in accordance with S305.2 and the Services and Systems Schedules and
- the requirements of any plan, procedure or other document developed by the *Consultant* and accepted by the *Service Manager* in accordance with the Services and Systems Schedules.

If there is any conflict or inconsistency between any Project Specific Requirement and any other provision of the Scope, then the Project Specific Requirement takes precedence.

S220.4 When submitting any plan, procedure or other document to the *Service Manager* for acceptance in accordance with the Services and Systems Schedules, the *Consultant* expressly identifies any conflict or inconsistency between the provisions of such plan, procedure or other document and the provisions of the Scope and the reasons why the conflicting or inconsistent provision is required. A reason for not

accepting any plan, procedure or document submitted by the *Consultant* for acceptance in accordance with the Services and Systems Schedules (without prejudice to other reasons set out therein) is that the conflict or inconsistency identified is not acceptable to the *Client*.

S225 Leadership Team

- S225.1 The *Consultant* Provides the Service as part of a Leadership Team, which is a single entity in which individuals self-identify as representing the *Client*.
- S225.2 The Leadership Team comprises resources from the following
- the *Client*, who provides a small core leadership team whose role and priorities are
 - to deliver the *Client's* own scope (for example, land acquisition),
 - to deliver the Project efficiently within the Project Budget and meeting the Open for Traffic Date,
 - to carry out the *Client's* role under the Main Works Contract,
 - to deliver the Project into operation and
 - to establish the quality procedures that provide assured delivery of the first three of the above activities,
 - the *Consultant*, who supports the *Client* in successfully executing its role, provides a broad range of project and programme management services, establishes and runs the day-to-day management processes for the Leadership Team and provides high quality data, analysis and experience-based insight to support the *Client* in making effective decisions and
 - the Commercial Partner who provides dedicated independent commercial and cost management under a separate contract.
- S225.3 The *Consultant* supports the *Client* by assuring the delivery and commissioning of the Project. The *Consultant* provides the independent certification of the Tunnel Systems.
- S225.4 The Main Works Contractor designs, builds and commissions the assets in accordance with the Main Works Contract. However, successful opening of the road to traffic requires a number of other aspects for the programme to be successfully delivered, ranging from land acquisition and preliminary works through to testing and commissioning and operational readiness. The *Consultant* plays a leading role in assuring the delivery of the Project.
- S225.5 Prior to and at the Contract Date, the Technical Partner provides support during the procurement of the Main Works Contract. A detailed transition plan is provided by the *Client*.
- S225.6 The Commercial Partner supports the *Client* by providing
- commercial advice to the *Client* at a Project level and a *Client* organisation level,
 - commercial management of the *Consultant*, Main Works Contractor and any other *Client* contracts in connection with the Project and
 - independent commercial assurance and audit.

S230 Reviews of Systems, Processes and Services

S230.1 Not Used.

S230.2 Prior to the start of each Review Stage, the *Consultant* undertakes a review of the Core Services and Phase Specific Services as required by the Services Schedules and submits its recommendations for changes to the Core Services and Phase Specific Services as set out in the Services Schedules. Any recommendations accepted by the *Service Manager* are incorporated into the Task Order(s) for the next Phase.

S300 Existing information

S305 Existing Information

S305.1 Existing information relevant to the *service* is set out in **Annex 02** and further described in the Services and Systems Schedules.

The *Client* provides the information set out in the Services and Systems Schedules. The *Consultant* develops the plans, procedures and other documents and information required as set out in the Services and Systems Schedules.

S305.2 The *Client* provides the Project documents as set out below

- the Development Consent Order (DCO),
- the Main Works Contract,
- Third Party Agreements associated with the Project,
- Project documents produced to date as part of the Project Controls Framework (PCF) and
- documents as set out in the Services and Systems Schedules.

(see links in **Annex 02**).

S400 Specifications and standards

S405 Specifications and standards

S405.1 Except where otherwise directed, the *service* including all materials, workmanship, designs and assessments complies with the *Client's* standards and procedures current at 01 May 2020. The standards and procedures are identified in section S405.3.

S405.2 If a standard or procedure subsequently changes, the *Consultant* complies with the revised standard or procedure if instructed by the *Service Manager*.

S405.3 The standards and procedures with which the *Consultant* complies in Providing the Service are the standards and procedures described in the Scope. To the extent that no specifications, standards and procedures are identified or required to be developed by the *Consultant*, the *Consultant* identifies the most appropriate specification, standard or procedure as applicable, exercising the standard of skill and care required by the contract.

It is recognised that, without a contractual relationship with the Main Works Contractor, any actions undertaken by the Consultant can only influence the performance and outputs of the Main Works Contractor. The term “ensure” as used in this Scope, is not intended to impose a higher obligation on the Consultant beyond the use of reasonable skill and care normally used by professionals as provided in clause 20.2 of the conditions of contract. Where the Consultant is obliged to “ensure” the performance of any obligations by the MW contractor within this scope, the Consultant’s obligations are the following:

- proactively monitors the Contractor's compliance with the Main Works Contract (including compliance with and discharge of Project Requirements and Consents)
- uses its expertise, experience and the communication channels available to positively influence the performance of the Contractor to meet its deliverables and correct any potential or actual non-compliance with the Main Works Contract and keep the Service Manager advised of the same
- advises the Service Manager of any potential or actual non-compliance of the Contractor in its delivery of its obligations as soon as the Consultant becomes aware (including ‘early warnings’ under the Main Works Contract as may be relevant)
- provides guidance and recommendations to the Service Manager on potential courses of action to address matters of any potential or actual non-compliance on the part of the Contractor as may be applicable
- implements the Service Manager's instructions should further engagement with the Contractor be required and
- advises the Service Manager where its efforts to comply with the above are being impeded due to the action/inaction of the Client, Service Manager or Project Manager.

S500 Constraints on how the *Consultant* is to Provide the Service

S501 Risk Management

- S501.1 The *Client's* Risk policy and strategy for the management of risk (see link in **Annex 02**) recognises that this is crucial to the successful delivery of its objectives. A risk management framework has been implemented to enable the effective and efficient management of risk. The *Consultant* complies with the provisions of this section S501 in Providing the Service but acknowledges that the risk management model to be adopted in relation to the Project as a whole will be developed and implemented in accordance with the provisions of Schedule PS9 (Risk and Issues Management) and the *Consultant* complies with the provisions of that Schedule in relation thereto.
- S501.1A The *Client's* risk management process is separate to the contractual early warning process. Although matters identified through that process may be entered into the risk management process as risks and cross-referenced to track and inform mitigation and management of the risk.
- S501.2 The *Client* has adopted the following definition of risk
“Any uncertain event or set of circumstances that should it occur will (positively or negatively) affect the project objectives”.
- S501.3 For the *Client*, risk management is a continuous process of identifying, assessing and treating risks in order to reduce threats, maximise opportunities and increase the likelihood of delivering strategic, operational, directorate, programme and project objectives.
- S501.4 The *Client's* risk management approach aims to ensure that
- risks are systematically identified, understood, prioritised and managed by the correct parties and individuals in a consistent and efficient manner,
 - assurance is provided to the *Consultant*, *Service Manager*, *Client* and other stakeholders that risks are understood and managed and
 - all parties are fully aligned with and demonstrably meet the requirements of the *Client's* risk management framework.
- S501.5 The *Client* has Xactium as its enterprise-wide risk management system to record and update all risk data within the *Client's* organisation.
- S501.6 In Providing the Service, the *Consultant* complies with the risk management requirements described in this section S501 and as contained in the Risk policy and strategy for the management of risk (see link in **Annex 02**) and with the requirements set out in Schedule PS9 (Risk and Issues Management) in relation to the development of the risk management model to be adopted for the Project.
- S501.7 The *Consultant* uses the *Client's* Xactium system. Outputs developed through this process may be used in other risk assessments.

- S501.8 The *Consultant* ensures that risks that could impact on the Project objectives are systematically identified, understood, prioritised and managed whilst being continually reviewed and communicated in a collaborative manner with the *Service Manager*.
- S501.9 The *Consultant* supports the *Service Manager* in the operation of Xactium in relation to Project risks and complies with the requirements set out in Schedule SP1 (General Systems Requirements) and Schedule PS9 (Risk and Issues Management) in relation to the use of Xactium across the Project.
- S501.10 The *Consultant* ensures that opportunities that could impact on the Project objectives are systematically identified, understood, prioritised and managed whilst being continually reviewed and communicated in a collaborative manner with the *Service Manager*.

S502 Business Continuity

- S502.1 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 *Service Manager* no later than four weeks after 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 *Service Manager's* comments and resubmits for acceptance within one week.
- S502.2 The *Consultant* undertakes an annual test event to test the business continuity plan. The *Consultant* agrees with the *Service Manager* the test scenario prior to the test. Following the test, the *Consultant* prepares a feedback report with any proposed amendments to the business continuity plan and submits the report to the *Service Manager* within fourteen days of the test for acceptance. A reason for not accepting the proposed amendments is that the *Service Manager* considers that the proposed amendments do not resolve the issues raised in the accepted feedback report.
- S502.3 The *Consultant* implements any proposed amendments in the accepted feedback report as instructed by the *Service Manager*.
- S502.4 Where requested, the *Consultant* completes the *Client's* annual business continuity self-assessment assurance document in the form provided by the *Service Manager*. The *Consultant* provides supporting evidence to the *Service Manager* 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.

S503 Insurance requirements

- S503.1 The *Consultant* is required to have in place required insurances described in the Insurance Table and as shown in **Annex 03**.
- S503.2 The *Consultant* discharges all its obligations under the Insurance Act 2015 (see link in **Annex 02**) when renewing and maintaining any insurance required by the contract.

S504 Security & identification of people

- S504.1 The *Consultant* carries out a security check on its Staff before they are involved in Providing the Service. The checks are carried out in accordance with the *Client's* procedures in **Annex 04**.
- S504.2 The *Consultant* complies with the Main Works Contractor's accepted security management plan.

S505 Project team - Others

- S505.1 The *Consultant* establishes and runs the day-to-day management processes for the Leadership Team. The *Consultant* performs duties delegated to it from the "Project Manager" under the Main Works Contract as necessary to allow the *Consultant* to manage and deliver such Leadership Team Services.

S506 People Strategy

- S506.1 The *Consultant* complies with the *Client's* People Strategy outlined in **Annex 06** and with the requirements of Schedule CS4 (People and Organisational Management).

Equality, Diversity & Inclusion

- S506.2 The *Consultant* complies with **Annex 06**.

Employment & Skills

- S506.3 The *Consultant* complies with **Annex 06**.

Skills and Apprenticeship

- S506.4 The *Consultant* complies with **Annex 06**.

S507 Discrimination, Bullying & Harassment

- S507.1 The *Consultant* does not discriminate directly or indirectly or by any way of victimisation or harassment against any person contrary to the Discrimination Acts.
- S507.2 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.
- S507.3 Where any Staff are 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 Staff comply with
- the requirements of the Discrimination Acts,
 - the *Client's* employment policies and
 - codes of practice relating to discrimination and equal opportunities (see link in **Annex 02**).
- S507.4 The *Consultant* notifies the *Service Manager* 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.
- S507.5 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 subcontractors (at any stage of remoteness from the *Client*) also comply.
- S507.6 The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this section S507. The *Consultant* implements due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the contract.

- S507.7 The *Consultant* carries out an annual audit to monitor its compliance with the Modern Slavery Act 2015 (see link in **Annex 02**) which covers all its obligations under all its existing *Client* contracts. The *Consultant* prepares and delivers to the *Service Manager* 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 supply chains or in any part of its business.
- S507.8 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.
- S507.9 The *Consultant* does not purchase any raw materials, resources or products that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.
- S507.10 The *Consultant* shall make reasonable enquiries to ensure that its Staff and subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.
- S507.11 The *Consultant* reports the discovery or suspicion of any slavery or trafficking by it or its subcontractors (at any stage of remoteness from the *Client*) to the *Client* and “Modern Slavery Helpline”. The “Modern Slavery Helpline” refers to the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.
- S507.12 The *Consultant* 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 *Service Manager* considers that the presence or conduct of any Staff 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.

- S507.13 The *Consultant*, may propose to the *Service Manager* for agreement, that a specific subcontract (at any stage of remoteness from the *Client*) relevant to the performance of the *service*, does not comply with the requirements of this section S507. The *Consultant* provides a detailed reason for not including some or all of the requirements of this section S507 in the specific contract. The *Consultant* provides further detail when requested by the *Service Manager* to assist its consideration. If agreed by the *Service Manager*, the *Consultant* is relieved from including some or all of the requirements of this section S507 in the specific contract. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontract (at any stage of remoteness from the *Client*) to comply with the requirements of this section S507.
- S507.14 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

S508 Conflict of Interest

- S508.1 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 *Service Manager* if there is any uncertainty about whether a conflict of interest may exist or arise.
- S508.2 The *Consultant* notifies its employees and subcontractors (at any stage of remoteness from the *Client*) and procures that any subcontractor (at any stage of remoteness from the *Client*), notifies its employees who are engaged in 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*.
- S508.3 The *Consultant* ensures that any employee and procures that any subcontractor (at any stage of remoteness from the *Client*) ensures that any of its employees, who are Providing the Service, complete a "Declaration of Interest" and "Conflict of Interest Information" in the form set out in **Annex 02**.
- S508.4 The *Consultant* procures that any subcontractor (at any stage of remoteness from the *Client*) immediately notifies the *Consultant* and the *Service Manager* if there is any uncertainty about whether a conflict of interest may exist or arise.
- S508.5 If the *Consultant* or subcontractor (at any stage of remoteness from the *Client*) notifies the *Service Manager*, of any actual or potential conflict of interest, the *Service Manager* may
- require the *Consultant* to stop Providing the Service until any conflict of interest is resolved and
 - require the *Consultant* to submit to the *Service Manager* for acceptance a proposal to remedy the actual or potential conflict of interest.

A reason for not accepting the proposal is that it does not resolve the conflict of interest. The *Consultant* amends the proposal in response to any comments and resubmits it for acceptance by the *Service Manager*. The *Consultant* complies with the proposal once it has been accepted.

S508.6 A conflict of interest

- is likely to arise if the *Consultant* or an Associated Company takes over, merges with or is taken over by
 - the Main Works Contractor or
 - the Commercial Partner and
 - will be deemed to have arisen if the *Consultant* is appointed as a subcontractor to or forms a consortium with any of
 - the Main Works Contractor or
 - the Commercial Partner
- in connection with the Project.

S509 Codes of Conduct

S509.1 The *Consultant* complies with (and ensures that any person employed by it or acting on its behalf complies with) the *Client's* Anti-Fraud, Bribery and Corruption Policy, Fair Payment Charter and "Raising Concerns at Work" policy, collectively the "Codes" (see link in **Annex 02**).

S509.2 The Consultant complies with the Codes throughout with 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 12 years after Completion of the whole of the *service*.

S509.3 A failure to comply with this section S509 is treated as a substantial failure by the *Consultant* to comply with its obligations.

S510 Communication system

S510.1 The *Consultant* complies with the *Client's* requirements regarding the use of communications systems.

S510.2 Unless the *Service Manager* notifies the *Consultant* otherwise, the *Client's* communications systems are the *Client's* information systems as given in Schedule SP1 (General Systems Requirements).

S511 Communications

S511.1 The *Consultant* complies with the Communications requirements in **Annex 12** and any additional, modified or enhanced requirements notified to the *Consultant*, or developed by the *Consultant* and accepted by the *Service Manager*, in accordance with Schedule CS2 (Communications, Stakeholder and Community Management), Schedule PS3 (Consents Management and Discharge) and Schedule PS4 (Land Management).

S512 Data Protection

S512.1 The *Consultant* complies with the data protection requirements in **Annex 08**.

S513 Offshoring of data

S513.1 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**).

S513.2 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 *Service Manager* has confirmed to the *Consultant* that either

- the *Service Manager* has gained approval for such storage in accordance with the Information Security Data Security Standard or
- such approval is not required.

S513.3 The *Consultant* ensures that no offshore premises are used in Providing the Service until

- such premises have passed a Risk Assessment or
- the *Service Manager* confirms to the *Consultant* that no Risk Assessment is required.

S513.4 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 S513.2 or
- conduct a Risk Assessment for any premises in accordance with paragraph S513.3.

S513.5 The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause S513.

S513.6 A failure to comply with this section 513 is treated as a substantial failure by the *Consultant* to comply with its obligations.

S514 Information Systems and Security

S514.1 The *Consultant* meets the requirements of **Annex 09** in relation to Information Systems and Security duties.

S515 Management procedures

- S515.1 The *Consultant* includes a section on customer service in its monthly report to the *Service Manager*.
- S515.2 The *Consultant* complies with any reporting requirements, meeting requirements and other management procedures set out in or developed by the *Consultant* and agreed by the *Service Manager* in accordance with Schedule CS3 (Project Management Office including Integrated Project Controls).

S516 Energy Efficiency Directive

- S516.1 The *Consultant* supports achievement of the
- *Client's* "Sustainable Development Strategy's" carbon management ambition (see link in **Annex 02**)
 - carbon management and energy efficiency requirements stated in GG 103 "Introduction and general requirements for sustainable development and design" and
 - where relevant complies with the requirements of Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive" ("PPN 7/14") and any related supplementary Procurement Policy Notes (see link in **Annex 02**)
- when Providing the Service.
- S516.2 In complying with the requirements of PPN 7/14, the *Consultant*
- ensures that any new products purchased by it or by a subcontractor (at any stage of remoteness from the *Client*) for use partly or wholly in Providing the Service comply with the standard for products in the directive "2012/27/EU" (see link in **Annex 02**),
 - provides evidence to the *Service Manager* to demonstrate how any new products purchased by it or by a subcontractor (at any stage of remoteness from the *Client*) for use partly or wholly in Providing the Service comply with the requirements of PPN 7/14,
 - 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*) demonstrate efficiency to the same effect.

Air quality strategy

- S516.3 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 UK and deliver nitrogen dioxide compliance at the roadside in the shortest time possible as set out in the *Client's*

delivery plan. (See links in **Annex 02**). The *Client* explores 'opportunities to promote the use of low emission vehicles' by suppliers to reduce harmful pollutants.

S516.4 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.

S517 Environmental and sustainability requirements

S517.1 In Providing the Service, the *Consultant* supports the improvement of environmental and sustainable outcomes to protect, manage and enhance the quality of the surrounding environment, with a focus on people and the built, natural and historic environment.

S517.2 The *Consultant* complies with

- the *Client's* environmental strategy,
- the *Client's* "Sustainable Development Strategy",
- GG103 "Introduction and general requirements for sustainable development and design",
- LA120 "Environmental management plans" and
- LA117 "Landscape design"

when Providing the Service (see links in **Annex 02**).

S517.3 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**).

S517.4 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.

S517.5 The *Consultant* ensures that the *Client's* responsibilities and opportunities within the "Government Buying Standards" are delivered when Providing the Service (see link in **Annex 02**).

S518 Behavioural attributes

S518.1 The *Consultant* complies with the Supply Chain Alignment requirements in **Annex 07** and has due regard to the same in its compliance with the requirements of

Schedule CS4 (People and Organisational Management) relating to behaviours and values.

S519 Project Control Framework

- S519.1 The *Client* operates a Project Control Framework (PCF) (see link in **Annex 02**) as part of its project management process. The PCF comprises a number of products relating to the life cycle of a project. These PCF products are produced, reviewed, updated or refined at various PCF stages of the project life cycle. The detail of how the Project Control Framework is applied to the Project is developed by the Parties in accordance with Schedule CS3 (Project Management Office including Integrated Project Controls).
- S519.2 PCF deliverables are developed in accordance with the current version of the Project Control Framework Handbook (see links at **Annex 02**). The *Consultant* ensures the product is proportional and meets the content and quality criteria specified in The Project Control Framework life cycle under each PCF product description page on the supply chain portal (see link in **Annex 02**). The *Consultant* engages with the appropriate product owner/specialists in line with the Project Control Framework Handbook, The Project Control Framework Best Practice Planning and Consultation Process and the Project Control Framework Quick Reference Guide (see links at **Annex 02**).
- S519.3 The *Consultant* liaises with the *Service Manager* to ensure that appropriate Staff receive mandatory PCF training within 8 weeks of the *starting date*.
- S519.4 All Project Control Framework deliverables are shown on a Project Control Framework tracker which is managed by the *Consultant* and submitted to the *Service Manager*. The tracker as a minimum, details
- start date,
 - finish date and
 - percentage complete against each Project Control Framework Stage.
- S519.5 The *Consultant* provides supporting information and resources, as required, to assist the *Client* with the relevant PCF stage gate assessment reviews (SGAR), independent assurance reviews (IARs) and Investment Decision Committee (IDC) processes for the contract.
- The stage management plan product clearly identifies which PCF products are relevant to the *service*, what level of detail and complexity the products need to go in to, who needs to be involved in their development and review and when they need to be produced.

S520 Interfaces with third parties

- S520.1 The *Consultant* complies with the requirements for dealing with third parties set out in the Scope.

S525 Co-ordination and co-operation

- S525.1 The *Consultant* co-operates with other suppliers in obtaining and providing information needed.

- S525.2 The *Consultant* cooperates with the organisations identified in the Scope.
- S525.3 The *Consultant* shares information and communicates openly with the *Service Manager* and the *Client*, continuously shares lessons learnt and achievements and enables embedded learning.
- S525.4 The *Consultant* complies with the provisions of this section S525 in Providing the Service but acknowledges that the co-ordination and co-operation requirements for the Project as a whole will be developed and implemented in accordance with the provisions of Schedule CS5 (Quality Management) and the *Consultant* complies with the provisions of that Schedule in relation thereto.
- S525.5 Not Used.
- S525.6 Not Used.
- S525.7 The *Consultant* programmes any PCF product review requests at least 6 weeks in advance of the review and ensures that all programmed dates are met.
- S525.8 The *Consultant* co-locates teams with the *Service Manager* where appropriate and encourages information sharing, communication, concurrent working and a proactive delivery culture.
- S525.9 The *Consultant* does not enter into commitments when dealing with third parties that might impose any obligations on the *Client* except with the consent of the *Service Manager*.

S526 Consideration of Others

- S526.1 The *Consultant* complies with the customer service requirements as set out in **Annex 05**.

S530 Submission procedures

- S530.1 During the Mobilisation Phase, the *Consultant* and the *Service Manager* agree a matrix setting out the sequence and timing of deliverables required for the Project, the identity of the party who is to provide the same and the Phase to which the same relates (the "Deliverables Matrix"). The *Consultant* assures and ensures that the deliverables are provided in accordance with the Deliverables Matrix.

S535 Quality management system

- S535.1 The *Consultant* complies with and operates management systems as follows
- a health and safety management system complying with the requirements for health, safety and wellbeing of the Scope including any annex,
 - a quality management system complying with ISO 9001, ISO 9004 and CEN/TS 16880, (see links in **Annex 02**),
 - an environmental management system complying with ISO 14001 (see link in **Annex 02**) and
 - a collaboration framework complying with ISO 44000 (that encompasses the behaviours, organisational culture and management processes that provide

a common platform to support effective collaborative business relationships)
(see link in **Annex 02**)

and develops and subsequently implements management systems for the Project in accordance with the provisions of

- Schedule CS1 (Health, Safety and Wellbeing),
- Schedule CS5 (Quality Management),
- Schedule PS5 (Environmental and Sustainability Management) and
- Schedule SP1 (General Systems Requirements).

S535.2 Where a management system is certifiable against the standards above, the *Consultant* obtains certification from a relevant UKAS accredited body within 12 weeks of the *starting date* and submits to the *Service Manager* a copy of each certificate and audit report within one week after it is obtained. The *Consultant* maintains this certification for the full duration of the contract.

S535.3 The *Consultant* implements a risk management system and processes that follow the guidelines contained in ISO 31000 (see link in **Annex 02**) in relation to risk management. The *Consultant* complies with the provisions of this section S535.3 in Providing the Service but acknowledges that the risk management model to be adopted in relation to the Project as a whole will be developed and implemented in accordance with the provisions of Schedule PS9 (Risk and Issues Management) and the *Consultant* complies with the provisions of that Schedule in relation thereto.

S535.4 The *Consultant* obtains certification from a body accredited by UKAS (or another body accepted by the *Service Manager*) of

- the health and safety management system,
- the quality management system and
- the environmental management system

to the standards set out above within 45 Working Days of the *starting date* and submits to the *Service Manager* a copy of each certificate within one week after it is obtained. If the *Consultant* already holds such certification at the *starting date*, the *Consultant* submits to the *Service Manager* a copy of each certificate within one week after the *starting date*.

S535.5 The *Consultant's* quality management system includes the *Consultant's* quality policy as required by the contract and ISO 9000 (see link in **Annex 02**), which clearly articulates the *Consultant's* 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,
- continually improving and
- maximum customer satisfaction.

- S535.5 The *Consultant* complies with the provisions of this section S535 in Providing the Service but acknowledges that the quality management model to be adopted in relation to the Project as a whole is developed and implemented in accordance with the provisions of Schedule CS5 (Quality Management) and the *Consultant* complies with the provisions of that Schedule in relation thereto.

S536 Quality plan

- S536.1 The quality plan is developed by the *Consultant* in accordance with the provisions of the Scope including Schedule CS5 (Quality Management).
- S536.2 The quality plan incorporates the Quality Statement in sufficient detail to demonstrate how the *Consultant* achieves each of the commitments in the Quality Statement and meets the *Client's* objectives for the contract.
- S536.3 The *Service Manager* 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 *Service Manager* setting out its proposed changes. If the *Service Manager* accepts the proposals, the quality plan is changed. If the proposed changes are not accepted, the *Service Manager* informs the *Consultant* of the aspects of the quality plan that are not acceptable, and the *Consultant* updates the quality plan for acceptance within one week. A reason for not accepting the proposed changes is that
- it does not comply with the Scope
 - the time for completing the proposed changes is unreasonable or
 - it does not allow the *Consultant* to Provide the Service.
- S536.4 The *Consultant* keeps a controlled copy of the quality plan available for inspection at all times by the *Client*, the *Service Manager* and their representatives.

S540 Quality policy statement and quality plan

- S540.1 The *Consultant* complies with the provisions of Schedule CS5 (Quality Management) and develops the Project Quality Management System as envisaged by Schedule CS5 to apply the principles set out in sections S541 and S542 across the whole of the Project.

S541 Audit, nonconformities (including “defects”) and quality management points

- S541.1A The *Consultant's* Project Quality Management System developed under Schedule CS5 (Quality Management) provides for the following in relation to the *service* and reflects the following principles for quality management across the whole of the Project.

- S541.1 The *Consultant* carries out a programme of internal audits in accordance with the requirements of ISO 9001 (see link in **Annex 02**).
- S541.2 The *Service Manager* may carry out audits of the *Consultant's* quality management system from time to time.
- S541.3 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 *Service Manager* 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.
- S541.4 The *Consultant* provides all facilities and assistance necessary to allow such audits and inspections to be carried out.
- S541.5 Additional audits may be carried out when the number of Quality Management Points in effect exceeds 25. The *Service Manager* decides the location, frequency and extent of additional audits having regard to the root causes for the accrual of Quality Management Points in effect.
- S541.6 Following the notification of a Defect or identification of other Nonconformity the *Consultant* submits within three Working Days, a Nonconformity report to the *Service Manager* 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.
- S541.7 Following the notification of a Defect or identification of other Nonconformity the *Consultant* submits within 2 weeks to the *Service Manager* for acceptance, a corrective action plan covering as a minimum
- the unique reference of the Nonconformity,
 - 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 *Service Manager*,
- 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 *Service Manager* to confirm the correction and
- adjustments to be made to the quality plan or service delivery in order to prevent recurrence of the Nonconformity.

S541.8 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 *Service Manager*) 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 or
 - green – corrective action complete and accepted by the *Service Manager*.

The *Consultant* enters the Nonconformity on to the register within three Working Days from its identification.

S541.9 The *Consultant* does not begin any corrective or preventative action(s) to address the Nonconformity until the *Service Manager* has accepted its proposals.

- S541.10 Within one week of the *Consultant* submitting the proposed corrective and preventative action plan for acceptance, the *Service Manager* either accepts the proposal or notifies the *Consultant* of its reason for not accepting it.
- A reason 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.
- S541.11 If the *Service Manager* does not accept the proposed action plan, the *Consultant* submits a revised proposal to the *Service Manager* for acceptance within one week. The *Service Manager* responds to the revised proposal as stated in S541.10.
- S541.12 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.
- S541.13 The *Consultant* notifies the *Service Manager* when the proposed actions have been taken and provides, with its notification, verification that the defective part of the service has been corrected.
- S541.14 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.
- S541.15 If the *Consultant* fails properly to accrue Quality Management Points, the *Service Manager* 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 *Service Manager's* instruction.
- S541.16 The *Consultant* maintains a register of the number of Quality Management Points in effect, showing when Quality Management Points accrue and are removed. This is to be submitted to the *Client* on a monthly basis, or when requested by the *Service Manager*.
- S541.17 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

S542 Quality Management Points & Table

- S542.1A The *Consultant's* Project Quality Management System developed under Schedule CS5 (Quality Management) provides for the following in relation to the service and reflects the following principles for quality management across the whole of the Project.

- S542.1 Quality Management Points accrue from the
- date of identification,
 - date of the audit if raised in an audit or
 - *Service Manager's* instruction.
- S542.2 If the number of Quality Management Points in effect under the contract is more than 25, the *Consultant* and the *Service Manager* meet within one 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.
- S542.3 The *Consultant* submits a report to the *Service Manager* for acceptance within one 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. A reason for not accepting the report is that it will not reduce the number of Quality Management points in effect to 25 or less or avoid accruing further Quality Management Points.
- S542.4 If the *Service Manager* does not accept the *Consultant's* proposals or the *Consultant* does not take the agreed actions, the *Consultant* submits a revised report to the *Service Manager* for acceptance 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 the *threshold level* or below. A reason for not accepting the report is that it will not reduce the number of Quality Management points in effect to 25 or less or avoid accruing further Quality Management Points.
- S542.5 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 *Service Manager* setting out the actions taken, the results of those actions and the actions which are still to be taken by the *Consultant*.
- S542.6 If the *Service Manager* does not accept the *Consultant's* revised report or the *Consultant* does not take the agreed actions, the *Service Manager* serves a Quality Warning Notice on the *Consultant*. Within one week of receipt of the Quality Warning Notice, the *Consultant* submits a further revised report to the *Service Manager* 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 the *threshold level* or below.
- S542.7 The Quality Warning Notice is in effect until the number of Quality Management Points in effect is reduced to the *threshold level* or below. While the Quality Warning Notice is in effect, the *Consultant* takes the actions detailed in its reports and submits weekly update reports to the *Service Manager* setting out the actions taken, the results of those actions and the actions which are still to be taken by the *Consultant*.

- S542.8 A failure to
- comply with this section,
 - 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 *Service Manager*
- is treated as a substantial failure by the *Consultant* to comply with its obligations.

S543 Continual Improvement

- S543.1 The *Consultant* operates processes for delivering innovation and continual improvement / Lean following the requirements set out in **Annex 11**.

S544 Performance Measurement

- S544.1 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.

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.

- S544.2 The *Service Manager* uses the current version of the CPF in order to actively measure the *Consultant's* performance against the following CPF categories
- 1.1b Safety Maturity,
 - 2.2a Understanding Key Messages,
 - 4.3a Equality, diversity and inclusivity (EDI),
 - 6.2a Predictability Factor and
 - 7.1c Quality Management Points (QMPs)
- and follows the processes set out in the CPF in relation to the use of performance scores to drive improved performance.
- S544.2 The *Consultant* records performance against each of the indicators in the CPF and assists the *Client* in the development of the framework by proposing and developing ways in which improvements can be made to the CPF.

- S544.3 The scores recorded by the *Consultant* against each CPF indicator are submitted to the *Service Manager* in accordance with Schedule CS5 (Quality Management) and copied 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 is set out in the CPF instructions on the Suppliers' Portal (see link in **Annex 02**).

The first CPF covers months 1-3 from the *starting date* and are thereafter submitted quarterly.

Performance Review

- S544.4 The *Consultant's* undertakes a performance review addressing all aspects of performance on a quarterly basis, or as instructed by the *Service Manager*, in accordance with the CPF.
- S544.5 If the *Consultant's* performance, as measured in accordance with the CPF, is below the Performance Level, it is treated as a substantial failure by the *Consultant* to comply with its obligations. Otherwise, the *Consultant's* CPF score is used as set out in Schedule CS5 (Quality Management) and the Incentive Schedule in Volume 1 Annex 1 of the Contract.
- S544.6 The *Client* leads additional annual reviews to assess all aspects of *Consultant's* performance and trends in performance indicators. The *Consultant* assists with any additional reviews as requested by the *Service Manager*.

S545 Health and safety requirements

- S545.1 The *Consultant* complies with the *Client's* general health and safety requirements outlined in **Annex 15** but acknowledges that the health and safety requirements for the Project as a whole is developed and implemented in accordance with the provisions of Schedule CS1 (Health, Safety and Wellbeing) and the *Consultant* complies with the provisions of that Schedule in relation thereto.

S550 Legal requirements

- S550.1 Not Used.

S555 Disclosure Requests

- S555.1 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 within any deadlines set by the *Service Manager* and to the satisfaction of the *Service Manager* and *Client*. The *Consultant* acknowledges that it is for the *Client* to determine whether such information is disclosed.
- S555.2 When requested to do so by the *Service Manager* 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**).
- S555.3 The *Consultant* promptly passes any Disclosure Request it receives to the *Service Manager*. The *Consultant* does not respond directly to a Disclosure Request unless instructed to do by the *Service Manager*.
- S555.4 The *Consultant* acknowledges that the *Client* is obliged to publish information relating to the contract in accordance with Procurement Policy 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 *Service Manager* consults with the *Consultant* before deciding whether the information is exempt, but the *Consultant* acknowledges that the *Client* has the final decision.
- S555.5 The *Consultant*
- co-operates with and assists the *Service Manager* to enable the *Client* to comply with its obligations to publish information in accordance with PPN 01/17 (see link in **Annex 02**),
 - agrees with the *Service Manager* 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 *Service Manager* and
 - supplies the *Service Manager* with financial data relating to the contract in the form and in the times specified in the PPN.

- S555.6 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 *Service Manager* 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 with and assists the *Service Manager* and the *Client* to publish the contract in accordance with the *Client's* obligation.

S556 Official Secrets Act

- S556.1 The Official Secrets Act 1989 applies to the contract from the *starting date* until Completion.
- S556.2 The *Consultant* notifies its employees and subcontractor (at any stage of remoteness from the *Client*) of its duties under the Official Secrets Act 1989 (see link in **Annex 02**).
- S556.3 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

S557 Confidentiality

- S557.1 The *Consultant* keeps (and ensures that anyone employed by it or acting on its behalf keeps) confidential and does not disclose to any person
- the terms of the contract and
 - any confidential or proprietary information (including Personal Data) provided to or acquired by the *Consultant* in the course of Providing the Service
- except that the *Consultant* may disclose information
- to its legal or other professional advisers,
 - to its employees and subcontractors or to any member of the Leadership Team, the Main Works Contractor or the Preliminary Works Contractors, but only to such extent as may be necessary to enable the *Consultant* to Provide the Service and to the extent permitted by the *law of the contract*,
 - where required to do so by law or by any professional or regulatory obligation or by order of any court or Government agency, provided that prior to disclosure the *Consultant* consults the *Service Manager* and takes full account of the *Client's* views about whether (and if so to what extent) the information should be disclosed,
 - which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
 - which is in the public domain at the time of disclosure other than due to the fault of the *Consultant* or
 - with the consent of the *Service Manager*.

- S557.2 The *Consultant* does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service.

S560 Form of retained documents

- S560.1 The *Consultant* provides the documents required for the *Client* to take over the *service* at the time required by and in accordance with the *Client's* current procedures together with any additional documents required by the provisions of
- Schedule SP1 (General Systems Requirements),
 - Schedule PS8 (Construction Delivery) or
 - Schedule PS12 (Handover into Operation and Asset Management),
- or by any Task Order.
- S560.2 The *Consultant* manages developments in technology site data for the *service* through regular coordinated and collaborative forums, such as site data advisory groups.
- S560.3 The *Consultant* delivers to the *Service Manager* on Completion the final 'deliverable' version of any data in electronic format that allows continued access by the *Client* and is capable of transfer to the *Clients* digital environment systems. All information is catalogued and indexed. Paper original records are scanned to one of the following electronic formats
- scanned electronic image (.pdf),
 - 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 *Service Manager*.
- S560.4 The *Consultant* either procures that the documents/activities identified below are completed by the Main Works Contractor or Preliminary Works Contractors (as applicable) or completes the documents/activities itself, if so, required by the *Client's* PCF processes
- a completed Health and Safety File as required under CDM (see link in **Annex 02**),
 - as built models and drawings – as defined within CDM, all drawings are submitted prior to Completion,

- all requirements in relation to handover documentation for Technology Maintenance, Instruction, Operational and Maintenance Requirements for Technology Systems and Equipment, spares, routine maintenance schedule, etc. all as defined in the Design Manual for Roads and Bridges (DMRB) TD 131– MCH 1349 (see link in **Annex 02**),
- the activities listed in GG 182 – Major Schemes: Enabling Handover into Operations and Maintenance (see link in **Annex 02**),
- the activities listed in the Asset Data Management Manual (ADMM) (see link in **Annex 02**),
- databases – all the *Client's* Information Systems which require updating are populated and updated prior to Completion and may include any or all of the following systems (to be confirmed by the *Service Manager* prior to the end of Phase 2) and any other systems which are notified to the *Consultant* by the *Service Manager* prior to Completion
 - IAM IS – Integrated asset management information system,
 - HAPMS – Highways Pavement Management System,
 - HADDMS – Highways Drainage Data Management System,
 - HAGMS – Highways Geotechnical Data Management System,
 - EnvIS – Environmental Information System,
 - NOMS – Network Occupancy Management System and
 - SMIS – Structures Management Information System.
- the closure of Nonconformity, outstanding audit actions and resolution of any Quality Management Points (QMPs) to be ascertained by audit,
- snagging list or outstanding issues – a comprehensive snagging list is produced and provided to the *Service Manager*. This list is signed by the *Consultant* (or Main Works Contractor or Preliminary Works Contractor as applicable), the *Client's* asset manager and maintenance contractor to confirm acceptance of the outstanding issues. The *Service Manager* confirms the individuals who are delegated signatures to achieve Completion and
- the removal of traffic management or any other works/measures which could cause traffic flows to be impeded or restricted

and other documents/activities required by the *Client's* PCF products.

S561 Format of records

- S561.1 The *Consultant* ensures that records are created and maintained in an agreed format such as

- 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 *Service Manager*.

S561.2 The *Consultant* undertakes translation of existing records into an agreed format when instructed by the *Service Manager*.

S561.3 The *Consultant* may from time to time agree with the *Service Manager* 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 *Service Manager*.

S562 Records and audit access

S562.1 The *Consultant* keeps documents and information obtained or prepared by the *Consultant* or any subcontractor in connection with the contract for a period of 12 years after Completion or earlier termination.

S562.2 The *Consultant* permits the *Client* and the Comptroller and Auditor General to examine documents held or controlled by the *Consultant* or any subcontractor (at any stage of remoteness from the *Client*).

S561.3 The *Consultant* provides such oral or written explanations as the *Client* or the Comptroller and Auditor General considers necessary.

S562.4 This section S562 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*.

S563 Deed of Novation

S563.1 Should a deed of novation be required pursuant to clause Z4 in the *conditions of contract*, the form of novation agreement is issued by the *Client* for completion as set out in **Annex 13** and **14**.

S563.2 If agreed by the *Client*, when the *Consultant* wishes to novate the contract to another contractor, it executes a novation agreement in the form specified in the Scope (or such other form as the *Client* may reasonably require).

S563.3 If the new contractor is a non-English or Welsh registered company, the *Consultant* gives the *Client* a legal opinion in support of the new contractor. The legal opinion requirements are set out in section S1102.

S570 Competence of Staff

- S570.1 The *Consultant* ensures that its employees are competent to Provide the Service and upon request provides the *Service Manager* with information about the *Consultant's* arrangements for assuring Staff competence and with Staff training records.
- S570.2 On commencement of the service the *Consultant* provides the *Service Manager* with a statement (signed by a person authorised to sign tenders on behalf of the company) to confirm that all Staff are competent to undertake the roles that they are assigned to and to Provide the Service. The *Consultant* provides further signed statements to the *Service Manager* when any Staff are appointed or assigned to Provide the Service. The *Consultant* keeps a record of Staff Providing the Service and the date of submission of such statements required by this section 570. The record is kept up to date and available at any time for inspection by the *Service Manager*.
- S570.3 For roles where no suitable recognised competence standards exist, the *Consultant* provides information against the selection criteria and method used to provide assurance of competence.

S600 Information and other things provided by the *Client* and Others

S605 Provision by the *Client*

- S605.1 The *Client* provides the information and other things which the Services and Systems Schedules and clause S305.2 say the *Client* is to provide. To the extent not already set out in the Services and Systems Schedules, the *Consultant* notifies the *Service Manager* during the Mobilisation Phase of any requirement for information or other things to be provided by the *Client*. The *Client* provides such information or other things as it is able to provide within the timescales agreed by the Parties and the *Service Manager*, provided that the requirement is notified to the *Service Manager* by the *Consultant* before the end of the Mobilisation Phase.

S610 Provision by Others

- S610.1 To the extent not already set out in the Services and Systems Schedules, the *Consultant* notifies the *Service Manager* during the Mobilisation Phase of any requirement for information or other things to be provided by Others. The *Client* procures the provision of such information or other things from Others as it is able to procure within the timescales agreed by the Parties and the *Service Manager* (other than information and things to be provided by the Main Works Contractor or Preliminary Works Contractors as set out in the Main Works Contract Scope or Preliminary Works Contract Scopes (as applicable)), provided that the requirement is notified to the *Service Manager* by the *Consultant* before the end of the Mobilisation Phase.

S615 Approvals from Others

- S615.1 Not Used.

S700 Timing, programme and Completion

S705 Programme requirements

- S705.1 The *Consultant* complies with the programme requirements set out in or to be developed in accordance with Schedule PS2 (Programme) and provides all deliverables in accordance with the Deliverables Matrix as defined in section S530.1.
- S705.2 The *Consultant* agrees the attendance at all meetings with the *Service Manager*. The *Consultant* does not attend meetings without *Client* representation, unless agreed with the *Service Manager*. This applies to meetings with both internal and external stakeholders. The *Consultant* establishes and documents the terms of reference for each meeting.
- S705.3 Any outcomes from meetings with Others are fully reflected within the next programme submitted for acceptance.

S710 Format of the programme

- S710.1 The *Consultant* ensures that the Integrated Project Programme meets the requirements of Schedule PS2 (Programme).

S715 Sequence & timing

- S715.1 The *Consultant* provides the Mobilisation Activities and Provides the Service for each of the Phases in accordance with the accepted Integrated Project Programme and the relevant Task Order.

S720 Information & other things provided by the *Client* and Others

- S720.1 Not Used.

S725 Revised programme

- S725.1 The *Consultant* reviews the Integrated Project Programme 8 weeks prior to the completion of each Phase and makes recommendations for changes to the Integrated Project Programme to deliver a lean and agile service with the capabilities and capacity needed for the subsequent Phases and to achieve any efficiencies which it has identified. The *Consultant* provides a revised updated Integrated Project Programme to the *Service Manager* for acceptance in accordance with the requirements of clause 32 of the *conditions of contract* and as required by any Task Brief.

S730 Completion definition

- S730.1 Requirements for the work to be done by
- the end of the Mobilisation Phase are set out in the Services and Systems Schedules and
 - any Task Completion Date are set out in the relevant Task Order.

S735 Sectional Completion

S735.1 Not Used.

S800 Other requirements of the *conditions of contract*

S805 *Consultant's application for payment*

S805.1 The *Consultant* provides a work breakdown structure (WBS) breakdown of the invoice in the format required by the *Service Manager* (see link in **Annex 02**).

S805.2 Not Used.

S805.3 The *Consultant* notifies the *Service Manager* of the name and address of the *project bank*, the account name and number, the bank sort code and any other details required to make direct payments into that account.

S 820.4 Not Used.

S806 Earned Value Reporting

S806.1 The *Consultant* reports Earned Value Management (EVM) performance (see link at **Annex 02**) against the (WBS) in accordance with the Project requirements to be developed by the *Consultant* as set out in Schedule CS3 (Project Management Office including Integrated Project Controls).

S806.2 The *Consultant* provides EVM performance against the WBS specified by the *Client* through the provision of the 'Commercial Reporting and Monitoring System' (CRaMS) return, using the current version or any replacement (see link at **Annex 02**).

S806.3 The *Consultant* provides a verified monthly electronic Commercial Reporting and Monitoring System (CRaMS) return, using the current version or any replacement, to the *Service Manager* and the *Client's* performance intelligence team on the last Working Day of each reporting period, as specified by the *Client*.

S806.4 The *Consultant* ensures its subcontractors (at any stage of remoteness from the *Client*) make financial submissions in the same format.

S807 Cost verification

S807.1 The *Consultant* allows the *Client* (or a forensic cost verification consultant engaged by the *Client*) to review data relating to the assessment of cost (including Personal Data) for the purpose of verifying the cost incurred.

S807.2 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.

S807.3 The *Consultant* obtains agreement from the data subject for the review of Personal Data for verification.

S810 *Client* use of the material

- S810.1 The *Client* may use the material provided by the *Consultant* under the contract for any purpose.

S815 *Consultant* use of the material

- S815.1 The *Consultant* uses the material provided under the contract for the sole purpose of Providing the Service and for no other purpose.

S820 Records of expenses

Not Used.

S825 Subcontracting

Restrictions or requirements for subcontracting

- S825.1 Except 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 contract, the *Consultant* obtains a minimum of three (3) competitive written quotations for the appointment of any subcontractor or supplier for works/services with a subcontract value in excess of ten thousand pounds (£10,000).
- S825.2 The *Consultant* includes a provision in all subcontracts stating that retention is not deducted from any amount due to the subcontractor and procures that its subcontractors (at any stage of remoteness from the *Client*) do the same.
- S825.3 The *Consultant* ensures that all subcontractors (at any stage of remoteness from the *Client*) are Named Suppliers.
- S825.4 The *Consultant* may propose to the *Service Manager* for acceptance that a subcontractor (at any stage of remoteness from the *Client*) is not a Named Supplier. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontractor (at any stage of remoteness from the *Client*) to be a Named Supplier.
- S825.5 For any subcontractor (at any stage of remoteness from the *Client*) that declines to join the Project Bank Account (PBA) (having been offered the opportunity) evidence is to be provided to the *Service Manager* detailing the reasons why it does not want to sign up to the PBA. The *Consultant* ensures that the *Client* may at any time, contact such subcontractor directly to improve the *Client's* knowledge and understanding of the benefits of PBAs.

- S825.6 The *Consultant* ensures that all subcontracts with subcontractors (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 subcontractors (at any stage of remoteness from the *Client*) have terms and conditions that align with the subcontract.
- S825.7 The *Consultant* may propose to the *Service Manager* for acceptance 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 other than NEC unless the *Service Manager* 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.
- S825.8 The *Consultant* submits the proposed Contract Data for each subcontract of a subcontractor (at any stage of remoteness from the *Client*) to the *Service Manager* for acceptance and for the purposes of clause 23.3 this paragraph is the *Service Manager's* instruction to the *Consultant* to make the submission. 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 *Service Manager*, it has too high a risk transfer to the proposed subcontractor.
- S825.8 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 contractor.
- S825.9 The *Consultant* may propose to the *Service Manager* that a subcontract of a subcontractor (at any stage of remoteness from the *Client*) is not capable of being novated to a replacement contractor. The *Consultant* does not award a subcontract that is not capable of being novated to a replacement contractor unless the *Service Manager* 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 contractor.
- S825.10 When requested by the *Service Manager*, the *Consultant* executes or procures that the relevant subcontractor (at any stage of remoteness from the *Client*) executes an agreement in such form as the *Client* may reasonably require to novate the benefit and burden of a subcontract to a replacement contractor.

S826 Contracts Finder

- S826.1 Not Used.
- S826.2 Not Used.

- S826.3 Where the forecast amount to be paid to the *Consultant* is five million pounds (£5,000,000) or more per annum at the Contract Date, the *Consultant*
- subject to paragraphs S826.4, S826.5 and S826.6, 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),
 - within 90 days of awarding a subcontract to a subcontractor, (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 and provides reports on this information to the *Service Manager* in the format and frequency as reasonably specified by the *Service Manager* and
 - promotes Contracts Finder to its suppliers and encourages 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 at **Annex 02**) based on an advertised subcontract value, averaged over the life of the advertised subcontract.
- S826.4 Each advert referred to in paragraph S826.3 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the *Consultant*.
- S826.5 The obligation at paragraph S826.3 only applies in respect of subcontract opportunities arising after the Contract Date.
- S826.6 The *Consultant*, may propose to the *Service Manager* 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 *Service Manager* to assist the *Service Manager's* consideration. If accepted by the *Service Manager*, the *Consultant* is relieved from advertising that subcontract opportunity on Contracts Finder. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontract (at any stage of remoteness from the *Client*) to be advertised on Contracts Finder.

S827 Fair payment

- S827.1 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 subcontractor 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 subcontractors (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.

- S827.3 The *Consultant* notifies non-compliance with the timescales for payment

- to the *Client*,
- to the *Service Manager* and
- through the Government's Public Procurement Review Service (formerly known as the Mystery Shopper Service) (see link in **Annex 02**).

The *Consultant* includes this provision in each subcontract and requires subcontractors (at any stage of remoteness from the *Client*) to include the same provision in each subsubcontract with the intention that all subcontractors (at any stage of remoteness from the *Client*) include the same provision.

S828 Advertising Subcontracts in accordance with the Public Contract Regulations

- S828.1 The *Consultant* ensures that any subcontracts for the elements of the *service* advised by the *Service Manager* in accordance with paragraph S828.2 are
- procured in full compliance with the Public Contract Regulations 2015 or its replacement, (the "Public Contract Regulations") (see link in **Annex 02**) and
 - are capable of being novated to the *Client* or an Other.
- S828.2 The *Consultant* may use the *Client's* e-tendering system to procure any subcontract required by this section. The *Service Manager* arranges for advice and support on the use of the *Client's* e-tendering system.

- S828.3 The *Consultant* provides to the *Service Manager* draft procurement documents (as defined in the Public Contract Regulations) for acceptance. A reason for the *Service Manager* not accepting the draft procurement documents is that they
- do not comply with the Public Contract Regulations, any case law or any EU Reference,
 - do not comply with or meet the requirements of the contract,
 - in the opinion of the *Service Manager*, would place an unacceptable burden upon the *Client* (should the subcontract be novated to the *Client*) or
 - do not enable the *Consultant* to Provide the Service.
- S828.4 The *Consultant* does not publish any procurement documents until the *Service Manager* has accepted them.

S829 Records and reporting for SMEs

- S829.1 For Small, Medium or Micro Enterprises (SME) employed on the contract, as defined in table below

Company category	staff headcount	Turnover	or	Balance sheet total
Medium size	<250	< £50m		< £43m
Small	<50	< £10m		< £ 10m
Micro	<10	< £2m		< £ 2m

For each SME employed on the contract, as defined in the table in S829.1, 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*.
- S829.2 The *Consultant* acknowledges that the *Client* may
- publish the information supplied under this 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.
- S829.3 The *Consultant* ensures that the *conditions of contract* for each subcontractor (at any stage of remoteness from the *Client*) include

- a term allowing the *Client* to publish the information supplied under this section and
- obligations similar to those set out in this section.

S829.4 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.

S830 Training

S830.1 The *Client* provides training for relevant systems listed in **Annex 09** in accordance with the requirements set out in Schedule SP1 (General System Requirements).

S830.2 The *Consultant* proposes a list of appropriate Staff to be trained for each requirement for acceptance by the *Service Manager*. The *Consultant* liaises with the *Service Manager* to programme the training to optimise efficiencies.

A reason for not accepting the list is that it

- does not comply with the Scope
- does not enable the *Consultant* to Provide the Service
- does not enable the *Consultant* to comply with its contract with the *Client* or
- does not comply best industry practice.

S830.3 The *Consultant* amends the list of Staff to be trained in response to any comments from the *Service Manager* and resubmits it for acceptance by the *Service Manager*. The *Consultant* complies with the list of personnel to be trained once it has been accepted.

S850 Meetings

S850.1 Following the *starting date*, the *Consultant* convenes and attends monthly meetings with the *Service Manager* and prepares and submits reports to the *Service Manager* in accordance with the Project Management Office and Integrated Project Controls plan to be developed by the *Consultant* under Schedule CS3 (Project Management Office including Integrated Project Controls).

S900 Acceptance or procurement procedure

S905 Procurement procedures

Not Used.

S910 Submission & acceptance procedures

Not Used.

S1000 Accounts and records

S1005 Additional records

- S1005.1 Requirements for any additional records to be kept by the *Consultant* in addition to those listed in the contract and the required format of such records, are set out in the relevant Task Order.

S1100 Ultimate holding company guarantee

S1101 Parent Company Guarantee

- S1101.1 The form of Parent Company Guarantee is set out in **Annex 16**.

S1102 Legal Opinion

- S1102.1 If the *Consultant* is required to provide a Parent Company Guarantee, it is provided in the form set out in **Annex 16**.
- S1102.2 If the entity that is to provide the Parent Company Guarantee is a non-UK registered company required by the contract, the *Consultant* provides a legal opinion in support of a Parent Company Guarantee.
- S1102.3 Any legal opinion provided by the *Consultant* in support of a Parent Company Guarantee from a non-UK 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 is 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 Controller 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.

S1200 Undertaking to Others (Option X8)

S1205 Undertakings to Others

Not Used.

S1300 Transfer of rights

S1305 *Consultant's* rights over material prepared for the design of the *service*

S1305.1 The *Consultant* acquires no rights over material prepared for the design of the *service*.

S1310 Other rights to be obtained by the *Consultant*

S1310.1 The *Consultant* grants to the *Client* licences to use, modify and develop the 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.

S1310.2 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.

S1310.3 The *Client* does not acquire any ownership right, title or interest in or to the Consultant Background IPR.

S1400 Information modelling (Option X10)

S1405 Information Modelling Requirements

S1405.1 The *Consultant's* obligations in relation to the assurance of the Building Information Model for the Project are set out in Schedule PS1 (Design Assurance) and in Task Orders.

S1405.2 The *Consultant*

- Provides the Service and
- assures that the Main Works Contractor provides the Main Works Contract requirements

in compliance with the Government's Strategy for Building Information Modelling (BIM) as set out in the Cabinet Office Government Construction Strategy papers dated May 2011 and 2016 (See link at **Annex 02**).

S1500 Performance bond (Option X13)

Not Used.

S1600 Project Bank Account (Option Y(UK)1)

S1600.1 The *Consultant* complies with section S825.3.

S1600.2 The *Consultant* ensures that any deeds associated with the Project Bank Account (PBA) are issued with sufficient time to allow the *Client* to apply original signatures to prevent any payment issues.

S1600.3 The *Consultant* ensures that

- there is one original copy of deed for each party to the deed,
- it issues the original copy of a deed to the *Service Manager* for the attachment of the *Client's* common seal (if used) and
- each original copy of the deed has original signatures from the authorised signatories.

S1605 Adding a Supplier

S1605.1 Not Used.

S1606 Project Bank Account (PBA) Tracker

S1606.1 The *Consultant*

- registers for access to the form of the Project Bank Account (PBA) Tracker, "the PBA Web Portal" (see link Annex 02) and
- completes and submits to the *Service Manager* on a monthly basis
 - a fully populated PBA Tracker detailing payment made by the *Consultant* to its subcontractors (at any remoteness from the *Client*) and

- PBA bank statements and payment runs to evidence transactions inputted in the PBA Tracker required to reconcile payment dates and payment values for
 - subcontractor (at any stage of remoteness from the *Client*) paid directly from the Project Bank Account (“PBA supply chain”) and
 - subcontractor (at any stage of remoteness from the *Client*) not paid directly from the Project Bank Account (“non-PBA supply chain”).

The *Consultant* ensures any data relating to other clients is redacted from the main account statement before submission) in .pdf format.

S1606.2 The *Consultant* explains all variances from the previous month and submits further information to the *Service Manager* in response to any queries raised.

S1606.3 The *Service Manager* monitors the tracker for the time it takes the *Consultant* to pay its subcontractors (at any stage of remoteness from the *Client*) through the PBA, following deposit of funds into the PBA. The *Client* calculates the related performance score

- from the date the funds have been deposited into the PBA or
- from the weighted date as set out in the Collaborative Performance Framework (CPF) (see link in **Annex 02**) when funds are deposited into the PBA across multiple dates

that covers the amount due to subcontractors (at any stage of remoteness from the *Client*) joined to the PBA.

S1606.4 If any data/evidence is missing or still required (if not covered in the tracker) spot checks may be undertaken directly by the *Service Manager* with the subcontractors (at any stage of remoteness from the *Client*) to verify that they are paid within contractual timeframes.

The *Client* may carry out audits on subcontractors (at any stage of remoteness from the *Client*) to assess payment performance to the Named Suppliers.

S1606.5 Where the *Consultant* transfers monies from other accounts into the PBA this is stated on the bank statement.