



National Highways Limited

NEC4 Engineering and Construction Contract

**(June 2017 with amendments January 2019
and October 2020)**

Scope

in relation to *works* for

Pavement Delivery Framework

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
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Table of Annexes	
Annex Number	Name of Annex
01	Not Used.
02	Not Used.
03	Communication
04	Not Used.
05	Not Used.
06	Not Used.
07	Not Used.
08	Not Used.
09	Not Used.
10	Not Used.
11	Not Used.
12	Not Used.
13	Not Used.
14	Not Used.
15	Not Used.
16	Not Used.
17	Not Used.
18	Cost Capture
19	Community
20	Network Occupancy Requirements

S 100 Description of the <i>works</i>	
S 101 Identified and Defined Terms	
S 101.1	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 <i>conditions of contract</i> or have the meaning given to them in Appendix 01 .
S 105 Project Objectives	
S 105.1	Refer to Framework Information sections 1.4-1.8.
S 106 Reference Documents	
S 106.1	References to documents within the contract are identified by capital letters and inverted commas and can be found in Appendix 02 .
S 106.2	To Provide the Works, the <i>Contractor</i> complies with the requirements of the reference documents as amended during the contract.
S 110 Description of the <i>works</i>	
S 110.1	In Providing the Works the <i>Contractor</i> supports the <i>Client</i> to achieve its vision, goals and objectives defined in the Framework Information, as modified and updated by the <i>Client</i> as required.
S 110.2	The <i>works</i> are pavement construction and associated works related to the <i>Client's</i> assets as detailed in this document and the Additional Work Order.
S 110.3	The <i>Client's</i> Lots are detailed in the Framework Information.
S 110.4	An anticipated annual programme of work is contained in the Package Order.
S 110.5	Under the CDM Regulations 2015, the <i>Contractor</i> is principal contractor when stated in the Additional Work Order.
S 110.6	This Scope is to be read in conjunction with the Framework Contract Data and Z clauses, Work Order Contract Data and Z clauses, Work Order Scope, Quotation Information and associated annexes and appendices.
S 110.7	Where specified as included in an Additional Work Order, the <i>works</i> are defined in the following sections of this Scope <ul style="list-style-type: none"> • S 115 Framework Mobilisation, • S 120 Deliver Schemes, • S 242 Deliver Incident Response (Rapid Response), • S 911 Community, • S 1127 Principal Contractor and

	<ul style="list-style-type: none"> • S 2500 Early Contractor Involvement
S 110.8	<p>In Providing the Works, the <i>Contractor</i></p> <ul style="list-style-type: none"> • ensures that the key objectives for this contract as defined in the Framework Information are achieved, including designing and implementing processes and procedures in its Quality Plan in a manner that achieves the key objectives and continually looks to identify new innovative efficient ways of delivering the key objectives, • minimises the risk of damage, disturbance or destruction of third-party property, • ensures the <i>Client</i> and Others with statutory duties or functions in relation to the strategic road network or other adjoining roads can perform those duties and functions unimpaired and • co-operates with the <i>Project Manager</i> in providing information which is required to maintain the strategic road network.
S 110.9	<p>The <i>Contractor</i> manages its activities to support the <i>Client</i> to achieve the targets in the <i>Client's</i> business plan as modified during the contract.</p>
S 115 Framework Mobilisation	
S 115.1	<p>When instructed under an Additional Work Order, the <i>Contractor</i> delivers the mobilisation activities detailed in S115.2 to S115.20. Costs associated with activities not listed below, including additional activities that are required in order for the <i>Contractor</i> to meet their own business requirements, should be included within the Fee.</p>
S 115.2	<p>Business Continuity Plan</p> <p>When instructed under an Additional Work Order the <i>Contractor</i> prepares a business continuity plan that complies with ISO22301:2019 (see link in Appendix 02) and best industry practice and submits the draft plan to the <i>Project Manager</i> for acceptance no later than one month before the <i>completion date</i>. The <i>Contractor</i> amends the business continuity plan in response to the comments from the <i>Project Manager</i> and finalises the plan by the <i>completion date</i>.</p>
S 115.3	<p>Staff Rate Sheet</p> <p>When instructed under an Additional Work Order the <i>Contractor</i> identifies key staff and their roles by completing and submitting the staff rate table contained in the quotation information to the <i>Project Manager</i> for acceptance.</p>
S 115.4	<p>Commodity Breakdown Structure Codes</p> <p>When instructed under an Additional Work Order the <i>Contractor</i> completes the Commodity Breakdown Structure codes and submits them to the <i>Project Manager</i> for acceptance.</p>

S 115.5	<p>Contractor CDM Duties competence</p> <p>When instructed under an Additional Work Order the <i>Contractor</i> submits evidence of competence to undertake the duties of the contractor and principal contractor under the Construction (Design and Management) Regulations 2015 (see link in Appendix 02) to the <i>Project Manager</i> for acceptance.</p>
S 115.6	<p>Supply Chain Maturity Matrix questionnaire</p> <p>When instructed under an Additional Work Order the <i>Contractor</i> prepares a Supply Chain Maturity Matrix action plan in accordance with Framework Information section 9.42 and submits it to the <i>Project Manager</i> for acceptance.</p>
S 115.7	<p>ISO 45001</p> <p>When instructed under an Additional Work Order the <i>Contractor</i> implements the formal health and safety management system in accordance with Framework Information section 9.26 and submits a copy of the <i>Contractor's</i> ISO 45001 certificate to the <i>Project Manager</i> for acceptance.</p>
S 115.8	<p>Driving for Better Business (DfBB)</p> <p>When instructed under an Additional Work Order the <i>Contractor</i> registers for Driving for Better Business (DfBB) (or an alternative scheme) in accordance with Framework Information section 9.44 and submits evidence of registration to the <i>Project Manager</i> for acceptance.</p>
S 115.9	<p>Driving for Work Policy</p> <p>When instructed under an Additional Work Order the <i>Contractor</i> submits their Driving for Work Policy to the <i>Project Manager</i> for acceptance.</p>
S 115.10	<p>Written confirmation that effective system for measuring and monitoring fleet activity is in place and promotes awareness regarding WRRR with subcontractors</p> <p>When instructed under an Additional Work Order the <i>Contractor</i> submits the DfBB Leadership Statement to the <i>Project Manager</i> for acceptance.</p>
S 115.11	<p>Records policy</p> <p>When instructed under an Additional Work Order the <i>Contractor</i> prepares a records policy document, including the disposal of records based upon the Client's records policy, and submits it to the <i>Project Manager</i> for acceptance.</p>
S 115.12	<p>Quality Plan</p> <p>When instructed under an Additional Work Order the <i>Contractor</i> produces the individual Appendix 04 processes and prepares and issues the Quality Plan to the <i>Project Manager</i> for acceptance.</p>
S 115.13	<p>Risk Management System</p>

	When instructed under an Additional Work Order the <i>Contractor</i> submits evidence of compliance with ISO 31000 for their risk management system to the <i>Project Manager</i> for acceptance.
S 115.14	Mobilisation Plan When instructed via an Additional Work Order, the <i>Contractor</i> prepares a mobilisation plan and submits it to the <i>Project Manager</i> for acceptance within two weeks of the instruction. The mobilisation plan includes all tasks, methodologies, dates and timescales necessary during mobilisation to Provide the Works of future Work Orders under the framework contract.
S 115.15	Mobilisation Risk Register When instructed under an Additional Work Order the <i>Contractor</i> prepares and manages a risk register relating to mobilisation tasks and submits it to the <i>Project Manager</i> for acceptance.
S 115.16	Management of Supply Chain When instructed under an Additional Work Order the <i>Contractor</i> establishes procedures and arrangements for the management of their supply chain and submits these to the <i>Project Manager</i> for acceptance.
S 115.17	Employment and Skills Plan When instructed under an Additional Work Order the <i>Contractor</i> develops an Employment and Skills Plan (ESP) in accordance with Framework Information section 9.58 and submits it to the <i>Project Manager</i> for acceptance.
S 115.18	Inclusion Action Plan When instructed under an Additional Work Order the <i>Contractor</i> produces an evidence-based Inclusion Action Plan in accordance with Framework Information section 9.58 and submits it to the <i>Project Manager</i> for acceptance.
S 115.19	ISO 44001 When instructed under an Additional Work Order the <i>Contractor</i> submits their ISO 44001 compliance certificate to the <i>Project Manager</i> for acceptance.
S 115.20	Information Security Plan When instructed under an Additional Work Order the <i>Contractor</i> prepares an information security plan in accordance with Framework Information section 9.10 and submits it to the <i>Project Manager</i> for acceptance.
S 120 Deliver Schemes	
S 120.1	The <i>Contractor</i> works collaboratively with the <i>Client</i> and Others to provide buildability and construction planning advice and identify opportunities for achieving efficiencies.

S 120.2	When instructed via an Additional Work Order, the <i>Contractor</i> plans, constructs and administers a Scheme (3D Stages 5 and 6). The Working Area and the brief are set out in the Additional Work Order for each Scheme.
S 120.3	When instructed in accordance with S 120.2, the <i>Contractor</i> provides activities such as Scheme planning, identification of efficiencies and general collaboration (including meeting attendance during the detailed design phase – typically three per Scheme) with the <i>Client</i> and others, without an Additional Work Order.
S 120.4	Where the <i>Contractor</i> is not appointed as the principal contractor they provide all information necessary for the preparation of the Health and Safety File for submission to the <i>Client</i> within 2 weeks of Scheme Completion. The <i>Contractor</i> provides all required information relating to the <i>works</i> in time to the principal contractor to allow this to happen.
S 120.5	The <i>Contractor</i> notifies Additional Work Order completion by submitting a completion certificate form within one week of completion to the <i>Project Manager</i> for acceptance and certification.
S 120.6	The <i>Contractor</i> submits the final assessment within 13 weeks of the <i>completion date</i> .
S 200 General Constraints on how the <i>Contractor</i> Provides the Works	
S 200.1	In Providing the Works, the <i>Contractor</i> complies with the requirements of the <i>Client's</i> "Specification" (see link in Appendix 02), the Framework Information and its Appendices, this Scope and its Annexes, and the Additional Work Order.
S 200.2	For the avoidance of doubt, the paving material shall be as detailed in the Additional Work Order. Warm mix asphalt products will be included unless instructed otherwise.
S 205 Risk Management	
S 205.1	The <i>Client's</i> "Risk Management Policy and Strategy" (see link in Appendix 02) is crucial to the successful delivery of the <i>Client's</i> objectives. A risk management framework has been implemented to enable the effective and efficient management of risk.
S 205.2	Within the risk management framework, the <i>Client's</i> "Risk Management Policy and Strategy" outlines the approach for the management of risks and issues including system processes and supply chain principles.
S 205.3	The <i>Client's</i> "Risk Management Policy and Strategy" provides an overview of the <i>Client's</i> approach to risk and issue management, including the definition of risk, risk governance, roles and responsibilities and the high-level risk process.

S 205.4	The <i>Client's</i> 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.
S 205.5	The <i>Client</i> has adopted the following definition for risk: “an uncertain event, or set of events, which would affect the delivery of objectives. This could be a threat to planned outcomes, or an opportunity which, if exploited, could deliver improvements beyond planned outcomes. An issue is defined as a risk which has either materialised already or is certain to do so in the future.”
S 205.6	For the <i>Client</i> 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.
S 205.7	The <i>Client's</i> risk management approach aims to ensure that <ul style="list-style-type: none"> • 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 <i>Contractor</i>, <i>Client</i> and other stakeholders that risks are understood and managed and • all parties are fully aligned with and demonstrably meet the requirements of the <i>Client's</i> risk management framework.
S 205.8	The <i>Contractor</i> complies with the risk management requirements described in this section S 205 and as contained in the <ul style="list-style-type: none"> • “Risk Management Policy and Strategy” (see link in Appendix 02), • the standards in section S 605 of the Scope; and • any Scheme specific risk management guidance contained in the Additional Work Order.
S 205.9	The <i>Contractor</i> uses the <i>Client's</i> risk management system. Outputs developed through this process may be used in other risk assessments.
S 205.10	Not Used.
S 205.11	The <i>Contractor</i> ensures that risks which 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 <i>Project Manager</i> .
S 205.12	The <i>Contractor</i> supports the <i>Project Manager</i> in the operation of the register in relation to project risks.

S 207 Business Continuity	
S 207.1	Refer to Framework Information section 9.21.
S 208 Insurance Requirements	
S 208.1	The <i>Contractor</i> is required to have in place required insurances described in the Insurance Table in the Contract Data.
S 208.2	The <i>Contractor</i> discharges all its obligations under the “Insurance Act 2015” (see link in Appendix 02) when placing, renewing or maintaining any insurances required by the contract.
S 209 Official Secrets Act	
S 209.1	Refer to Framework Information section 9.17.
S 210 Confidentiality	
S 210.1	Refer to Framework Information section 9.16.
S 211 Disclosure Requests	
S 211.1	Refer to Framework Information section 9.20.
S 212 Conflict of Interest	
S 212.1	Refer to Framework Information section 9.28.
S 213 Client’s Fair Payment Charter, Counter Fraud, Bribery and Corruption Policies	
S 213.1	Refer to Framework Information section 9.22.
S 214 Discrimination, Bullying, Harassment and Modern Slavery	
S 214.1	Refer to Framework Information section 9.23.
S 215 Security and Protection of the Site	
S 215.1	Scheme specific requirements for security and protection of the Site, protection of the public and safeguarding of Plant and Materials, with which the <i>Supplier</i> is required to comply, are provided in the “Specification” (see link in Appendix 02) and the Additional Work Order.
S 220 Security and Identification of People	
S 220.1.1	Refer to Framework Information section 9.65.

S 225 Protection of Existing Structures and Services	
S 225.1	Scheme specific requirements and constraints for the protection of existing services, services, mains, trees and other plants are included in the Additional Work Order.
S 225.2	Refer to Site Information in Additional Work Order for location of existing things to be protected or procedures for identifying them.
S 230 Protection of the works	
S 230.1	Scheme specific requirements and constraints for the protection of the <i>works</i> against damage are included in the Additional Work Order.
S 235 Cleanliness of Roads	
S 235.1	Scheme specific requirements agreed with authorities for protecting and cleaning of access roads to the Site are included in the Additional Work Order.
S 240 Consideration of Others	
Consideration of Others	
S 240.1	<p>When instructed in the Additional Work Order, the <i>Contractor</i></p> <ul style="list-style-type: none"> registers the Working Areas under the Considerate Constructor Scheme and complies with the “Considerate Constructor Scheme’s Code of Considerate Practice” in Providing the Works (see link in Appendix 02).
Customer	
S 240.2	<p>The customer is any person or organisation that uses or is affected by the <i>works</i> or by the <i>Contractor</i> Providing the Works, including</p> <ul style="list-style-type: none"> road users, communities and community groups, tenants and persons and organisations that lease from the <i>Client</i> and the public who use the <i>works</i>.
S 240.3	The <i>Client</i> ’s overarching “Customer Service Strategy – Better Journeys and Better Conversations” (see link in Appendix 02) sets out the approach to improving works and services provided to its customers. The <i>Contractor</i> and subcontractors (at any stage of remoteness from the <i>Client</i>) adhere to the “Customer Service Strategy” and all current and future customer service standards published by the <i>Client</i> when Providing the Works.
S 240.4	The <i>Contractor</i> notifies the <i>Project Manager</i> as soon as practicable and at the latest by the end of the next working day of any issues that could have a negative

	consequence on the customers and acts to mitigate the consequence when instructed by the <i>Project Manager</i> .
S 240.5	The <i>Contractor</i> embeds throughout its workforce an understanding of the <i>Client's</i> imperatives, values, culture, strategy and objectives. Awareness is fostered at every opportunity including at; on-boarding and induction, performance reviews, site meetings and through delivery of learning and development opportunities. The <i>Contractor</i> may use the <i>Client's</i> e-learning.
S 240.6	The <i>Contractor</i> reviews its policies, procedures and processes to ensure that there are no adverse customer equality impacts in Providing the Works on protected characteristics or affected groups and they <ul style="list-style-type: none"> do not cause conflict with or put the <i>Client</i> in breach of and align with the <i>Client's</i> public sector equality duties under the "Equality Act 2010" (see link in Appendix 02).
S 240.7	The <i>Contractor</i> uses relevant data and analysis, e.g. demographic, public health, or educational attainment data, alongside findings of any equality impact assessment to identify the customers and communities that are affected in Providing the Works.
S 240.8	The <i>Contractor</i> evidences the involvement of diverse groups in agreeing communication channels and engagement activities with the <i>Client</i> and Others (to ensure they are appropriate and accessible), and the monitoring and evaluating satisfaction of these.
S 240.9	The <i>Contractor</i> provides any information that is needed to enable the <i>Project Manager</i> to prepare statements or responses to questions or issues raised by or on behalf of any customer. The <i>Contractor</i> provides such information within any time periods which may be instructed by the <i>Project Manager</i> . If the <i>Contractor</i> cannot provide the required information to support the <i>Project Manager's</i> response, the <i>Contractor</i> notifies the <i>Project Manager</i> detailing the reasons and when the requested information can be provided. The timescales are to be those listed in the "Corporate Customer Complaints Process" (see link in Appendix 02).
S 240.10	The <i>Contractor</i> implements the principles as set out in the <i>Client's</i> "Roadworks - A Customer View" (see link in Appendix 02). The <i>Client</i> recognises that a balance needs to be made with cost and time constraints. Any deviations from implementing the principles set out in "Roadworks A Customer View" are to be agreed with the <i>Project Manager</i> .
S 240.11	Not Used.
S 240.12	The <i>Contractor</i> minimises impact to customers while Providing the Works and adheres to the requirements in the Network Occupancy Requirements (NOR) (Annex 20) in terms of managing the road space closures and the incident response plan (IRP) for managing incidents on the network.

	<p>The <i>Contractor</i> takes all necessary actions to ensure that the customers are aware of the road works, lane closures and disruptions to their trips before commencing their journeys with the earliest possible notice in line with Network Occupancy Management System requirements.</p> <p>The <i>Contractor</i> contributes to engagement with the customer to listen to their views and concerns and formulate solutions on an ongoing basis as part of the traffic management approach striving and demonstrating continuous improvement and customer engagement.</p>
S 240.13	Not Used.
S 240.14	<p>The <i>Contractor</i> submits a <i>works'</i> specific customer plan to the <i>Project Manager</i> for acceptance within 12 weeks of the <i>starting date</i>. The customer plan must align with</p> <ul style="list-style-type: none"> the Network Occupancy Plan (NOP) (see Additional Work Order), the <i>Client's</i> overarching "Customer Service Strategic Plan" (see link in Appendix 02) which defines <ul style="list-style-type: none"> all customer stakeholder groups, feedback protocols from customers and communication channels and timings for each stakeholder. <p>Reasons for the <i>Project Manager</i> to reject the plan is that the technical areas covered do not align with the <i>Client's</i> NOP or the "Customer Service Strategic Plan".</p>
S 240.15	<p>The <i>Project Manager</i> may conduct audits of the <i>Contractor's</i> customer policies, procedures and practices used to Provide the Works at such times as required. The <i>Contractor</i> cooperates with such requests and provides all information requested by the <i>Project Manager</i>.</p>
S 240.16	Not Used.
S 240.17	Scheme specific requirements or constraints for customer service are included in the Additional Work Order.
Customer Maturity Assessment and Customer Centric Action Plan	
S 240.18	<p>The <i>Contractor</i> (or where there is a joint venture, each Consortium Member) undertakes "Customer Maturity Assessments" with the <i>Client's</i> supplier performance improvement team every two years (see link in Appendix 02 for template) unless instructed otherwise by the <i>Project Manager</i>.</p>
S 240.19	<p>The <i>Contractor</i> (or where there is a joint venture, each Consortium Member) produces a "Customer Centric Action Plan" (see link in Appendix 02) using the outputs of the Customer Maturity Assessments which covers its overarching actions in relation to customers under all its <i>Client</i> contracts.</p>
S 240.20	<p>The "Customer Centric Action Plan" is reviewed with the <i>Project Manager</i> every three months unless instructed otherwise by the <i>Project Manager</i>. The</p>

	<i>Contractor</i> updates the plan with the outputs of this review and submits to the <i>Project Manager</i> for acceptance. If the plan is not accepted, the <i>Project Manager</i> will state their reasons.
S 240.21	The <i>Project Manager</i> rejects the “Customer Centric Action” plan if it does not include all of the outputs from the review.
Customer Relationship Management	
S 240.22	The <i>Client</i> operates a Customer Relationship Management (CRM) system for managing all stakeholder and customer correspondence (see link in Appendix 05). The <i>Contractor</i> uses the <i>Client</i> ’s CRM system in managing all stakeholder and customer correspondence.
S 240.23	The <i>Contractor</i> liaises with the <i>Project Manager</i> to ensure that appropriate staff receive CRM training.
S 240.24	Scheme specific requirements and constraints for Customer Relationship Management are included in the Additional Work Order.
S 241 Temporary Traffic Management	
S 241.1	The <i>Contractor</i> minimises impact to customers while Providing the Works and adheres to the requirements in Annex 20 .
S 241.2	Scheme specific requirements, constraints and procedures for temporary traffic management are included in the Additional Work Order.
S 242 Deliver Incident Response (Rapid Response)	
S 242.1	If, after an incident has been cleared, more extensive repairs are required in order to restore the network condition, an instruction is issued by the <i>Project Manager</i> or Regional Operations Centre (ROC) to the most appropriate contractor or contractors to attend the Site and carry out the necessary repair work.
S 242.2	The level of service required for Rapid Response is dependent on the situation. In some cases an immediate presence may be required and in other situations, the <i>Contractor</i> may be required to mobilise in order to carry out work during the night following an incident that has occurred during the day. The <i>Contractor</i> is not required to have a formal standby agreement. The ability to respond is subject to availability and or the priority of works being agreed with the <i>Project Manager</i> , following a short notice request.
S 242.3	If instructed by the <i>Project Manager</i> or ROC the <i>Contractor</i> carries out repair work under an Additional Work Order, which may be issued retrospectively.

S 255 Industrial Relation	
S 255.1	Not Used.
S 260 Control of works	
S 260.1	Scheme specific requirements and constraints for control of <i>works</i> including permits or licenses are included in the Additional Work Order.
S 265 Site Cleanliness	
S 265.1	Scheme specific requirements and constraints for Site cleanliness are included in the Specification and the Additional Work Order.
S 269 Environmental Requirements and Sustainability	
Energy Efficiency Directive	
S 269.1	<p>The <i>Contractor</i> supports the achievement of the</p> <ul style="list-style-type: none"> • <i>Client's</i> carbon management ambition in its “sustainable development strategy” carbon management ambition • Carbon management and energy efficiency requirements stated in General Guidance 103 (GG103) “Introduction and general requirements for sustainable development and design” and • <i>Client's</i> compliance with the Procurement Policy Note 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive” (“PPN 7/14”) and any related supplementary procurement policy notes <p>when Providing the Works (see links in Appendix 02).</p>
S 269.2	<p>In complying with the requirements of PPN 7/14, the <i>Contractor</i></p> <ul style="list-style-type: none"> • ensures that any new products for use partly or wholly in Providing the Works, purchased by it, or a subcontractor (at any stage of remoteness from the <i>Client</i>) complies with the standard for products in the “Directive 2012/27/EU of the European Parliament and of the Council” (“directive 2012/27/EU”) (see link in Appendix 02) and • provides evidence to the <i>Project Manager</i> to demonstrate how any new products for use partly or wholly in Providing the Works, purchased by either the <i>Contractor</i> or a subcontractor (at any stage of remoteness from the <i>Client</i>) complies with the requirements of PPN 7/14.
Air Quality Strategy	
S 269.3	The <i>Client's</i> “air quality strategy” 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. In Providing the Works the <i>Contractor</i> supports the <i>Client's</i> “Delivery Plan” aim (see link in Appendix

	02) to improve air quality in the United Kingdom and to deliver nitrogen dioxide compliance at the roadside.
S 269.4	<p>The <i>Contractor</i></p> <ul style="list-style-type: none"> ensures that any new vehicles purchased, for use partly or wholly in Providing the Works, comply with the minimum mandatory standards detailed in “Government Buying Standards Transport 2017” (see link in Appendix 02) and when requested by the <i>Project Manager</i>, works in collaboration with the <i>Client</i> 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 <i>Contractor</i> helps reduce emissions of harmful pollutants when Providing the Works.
Environmental and Sustainability Requirements	
S 269.5	In Providing the Works, the <i>Contractor</i> 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 and carbon.
S 269.6	<p>The <i>Contractor</i> complies with</p> <ul style="list-style-type: none"> environmental legislation the relevant national policy the relevant planning policy, the <i>Client’s</i> Licence the <i>Client’s</i> environmental strategy the <i>Client’s</i> “sustainable development strategy” DMRB “LA101 to LA120”, including LD117, 118 and 119 GG 103 “Introduction and general requirements for sustainable development and design”; and the “Specification for Highway Works” (Manual of Contract documents for Highway Works) <p>when Providing the Works (see links in Appendix 02).</p>
S 269.7	The <i>Contractor</i> ensures that their work supports the <i>Client’s</i> Key Performance Indicators (KPI) and Performance Indicators (PI) as described in the <i>Client’s</i> “Operational Metrics Manual” (OMM) (see link in Appendix 02).
S 269.8	If instructed by the <i>Project Manager</i> , the <i>Contractor</i> considers the importance and value of biodiversity and mitigates the impact on wildlife and looks for opportunities in Providing the Works to provide biodiversity enhancements when Providing the Works.
S 269.9	Not Used.

S 269.10	The <i>Contractor</i> ensures that the <i>Client</i> 's responsibilities and opportunities within the "Government Buying Standards" (see link in Appendix 02) are delivered when Providing the Works.
S 269.11	The <i>Contractor</i> demonstrates efficiency in resource use and maximisation of re-use and recycling of materials to support the circular economy ambition stated in the <i>Client</i> 's "Sustainable development strategy" (see link in Appendix 02) and ensures that any subcontractors (at any stage of remoteness to the <i>Client</i>) demonstrate efficiency to the same effect.
S 269.12	The <i>Contractor</i> assesses carbon emissions generated in the delivery of the works during the period, as agreed with the <i>Project Manager</i> , using the <i>Client</i> 's "Carbon Emissions Calculation Tool and guidance ('Carbon Tool')" (see link in Appendix 02) and divides the total carbon emissions by the contract spend in the period, to calculate the tonnes of carbon/£m spend.
S 269.13	The <i>Contractor</i> provides to the <i>Project Manager</i> each month, details on carbon emissions and carbon reduction plans for a baseline year and subsequent years as agreed with the <i>Project Manager</i> .
S 269.14	The <i>Contractor</i> assesses the percentage reduction in carbon per £m spend and reports the result to the <i>Project Manager</i> monthly unless agreed with the <i>Project Manager</i> .
S 269.15	Additional Scheme specific environmental and sustainability requirements are included in the Additional Work Order.
Environmental Management Plan (EMP) first iteration	
S 269.16	In this section references to Environmental Management Plan (EMP) are to mean EMP first iteration.
S 269.17	The <i>Contractor</i> provides all information necessary for the production and/or update of the EMP to the principal designer.
Environmental Management Plan (EMP) second iteration	
S 269.18	The <i>Contractor</i> complies with the environmental management plan (EMP) second iteration requirements of "LA 120 Environmental Management Plans" (see link in Appendix 02). The EMP first iteration is available from the <i>Project Manager</i> .
S 269.19	In this section, references to EMP are to mean EMP second iteration.
S 269.20	When appointed as principal contractor, the <i>Contractor</i> prepares a EMP in advance of the commencement of construction. If directed by the <i>Project Manager</i> to do so, the <i>Contractor</i> prepares the EMP at an earlier time. The outline EMP content and structure is available in the appendices to "LA 120 Environmental Management Plans".

S 269.21	When appointed as principal contractor, the <i>Contractor</i> liaises with, and where instructed by the <i>Project Manager</i> incorporates the requirements of, the appropriate statutory consultees, local authorities, and the <i>Client</i> .
S 269.22	When appointed as principal contractor, the <i>Contractor</i> submits the EMP to the <i>Project Manager</i> for acceptance prior to implementation. A reason for not accepting an EMP is that <ul style="list-style-type: none"> • it does not realistically reflect timing requirements e.g. sufficient time for archaeological, European protected species licence or Historic England requirements, • it does not allow a <i>Contractor</i> to provide the works or • it does not comply with or meet the requirements of the contract.
S 269.23	When appointed as principal contractor, the <i>Contractor</i> reviews and updates the EMP as necessary to ensure that it continues to deliver satisfactory progress of the contract with respect to environmental management and mitigation.
S 269.24	When not appointed as principal contractor, the <i>Contractor</i> provides all information necessary for the production and/or update of the EMP to the principal contractor.
Site Waste Management Plan	
S 269.25	In Providing the Works the <i>Contractor</i> complies with “LA 110 Material, assets and waste” (see link in Appendix 02) to ensure that it <ul style="list-style-type: none"> • minimises the need for waste disposal, • minimises the generation and environmental impacts of wastes arising during the course of the <i>works</i>, • maximises opportunities for the re-use and recovery of wastes and • promotes a circular approach.
S 269.26	When appointed as principal contractor, the <i>Contractor</i> complies with any necessary applications to the local authority or the Environment Agency under the terms of the “Environmental Permitting (England and Wales) Regulations 2010” and the “Town and Country Planning Act (1990)” for the storage, treatment or disposal of wastes in providing the works (see Appendix 02).
S 269.27	When appointed as principal contractor, the <i>Contractor</i> produces and maintains site waste management plans which comply with LA 110 “Material assets and waste” in Appendix 02 .
S 269.28	When not appointed as principal contractor, the <i>Contractor</i> provides all information necessary for the production and/or update of the site waste management plan to the principal contractor.

Environmental Management Plan (EMP) third iteration	
S 269.29	LA 120 “Environmental Management Plans” provides guidance on the requirements of the “Environmental Management Plan (EMP)” third iteration (see link in Appendix 02).
S 269.30	In this section, references to EMP is to mean EMP third iteration.
S 269.31	When appointed as principal contractor, unless otherwise agreed with the <i>Project Manager</i> , the Contractor prepares an EMP 6 weeks prior to Completion of the <i>works</i> or any section of the <i>works</i> , besides aftercare/management of landscape works. This covers the activities required to ensure the effective long-term management of environmental matters associated with the operation of the <i>works</i> .
S 269.32	<p>When appointed as principal contractor, the <i>Contractor</i> liaises with, and where instructed by the <i>Project Manager</i> incorporates the requirements of, the appropriate statutory bodies and local authorities. Unless otherwise agreed with the <i>Project Manager</i>, the <i>Contractor</i> submits the EMP to the <i>Client</i> for acceptance 6 weeks prior to Completion of the <i>works</i> or any section of the <i>works</i>. A reason for not accepting an EMP is</p> <ul style="list-style-type: none"> • that it does not allow a <i>Contractor</i> to Provide the Works in accordance with the Scope, • that it does not realistically reflect timing requirements, e.g. sufficient time for archaeological, European Protected Licence or Historic England requirements or • the outcome of a statutory process (i.e. Development Consent Order permission granted) or any non-statutory outcome (e.g. Environmental Assessment Report determining the project does not require a statutory Environmental Impact Assessment).
S 269.33	Scheme specific EMP requirements are included in the Additional Work Order.
S 269.34	When not appointed as principal contractor, the <i>Contractor</i> provides all information necessary for the production and/or update of the EMP to the principal contractor.
S 270 Waste Materials	
S 270.1	<p>The <i>Contractor</i> maximises the reuse or recycling of all materials arising from each Scheme. In doing so the <i>Contractor</i> uses the following hierarchy</p> <ul style="list-style-type: none"> • Material reused within the Scheme, • Material reused on another Scheme in the Package Order or wider annual programme of work, • Material reused on another scheme in the wider <i>Client</i> portfolio,

	<ul style="list-style-type: none"> Material treated as waste in accordance with S270.2 <p>The <i>Contractor</i> submits a report to the <i>Project Manager</i> detailing how they apply the hierarchy to each Scheme in order to deliver a sustainable and value for money solution during 3D Stage 4.</p>
S 270.2	The <i>Contractor</i> removes and disposes of waste materials in accordance with the requirements of the <i>Client's</i> Specification, relevant legislation and regulations, applying the principles of the waste hierarchy to reduce, re-use, recycle, otherwise recover or dispose of waste materials, and where necessary, to dispose of waste materials at a licensed disposal facility. The <i>Contractor</i> provides the <i>Project Manager</i> with copies of all waste transfer notes.
S 270.3	The <i>Contractor</i> removes and disposes of contaminated or hazardous waste materials in accordance with the <i>Client's</i> Specification, relevant legislation and regulations, in particular the Hazardous Waste Regulations 2005 and Environmental Protection (Duty of Care) Regulations 1991 (see link in Appendix 02) at a licensed disposal facility. The <i>Contractor</i> provides the <i>Project Manager</i> with copies of all licenses, permits, waste transfer notes and material testing records or information
S 270.4	When removing or disposing of contaminated or hazardous waste materials the <i>Contractor</i> takes all appropriate precautions to ensure that no adjacent ground or water course is contaminated.
S 270.5	Scheme specific requirements for removal of waste and restriction on disposal of waste materials are included in the Additional Work Order.
S 271 People Strategy	
S 271.1	Equality, Diversion and Inclusion
S 271.1.1	Refer to Framework Information paragraph 9.58.1
S 271.2	Inclusion Action Plan (IAP)
S 271.2.1	Refer to Framework Information paragraphs 9.58.2 to 9.58.7
S 271.3	Employment and Skills
S 271.3.1	Refer to Framework Information paragraphs 9.58.8 to 9.58.14
S 271.4	Skills and Apprenticeships
S 271.4.1	Refer to Framework Information section 9.54.
S 271.5	Employment and Skills Plan (ESP)
S 271.5.1	Refer to Framework Information section 9.58.

S 271.6	Workforce Planning Template and Guidance
S 271.6.1	Refer to Framework Information paragraphs 9.58.12 and 9.58.13.
S 271.7	Reporting Template and Guidance for Apprenticeships
S 271.7.1	Refer to Framework Information paragraph 9.54.1.
S 272 Behavioural Attributes	
S 272.1	In Providing the Works the <i>Contractor</i> performs in accordance with the <i>Client's</i> behavioural attributes, to ensure that these behavioural attributes are embedded and implemented by Staff.
S 272.2	<p>There are a number of key drivers and benefits which the <i>Client</i> seeks to attain through working with the <i>Contractor</i> to build an environment which allows these behavioural attributes to manifest</p> <ul style="list-style-type: none"> • shared ownership of delivery outcomes that releases the potential of the participants and results in exceptional levels of performance, • open and transparent culture – fostering innovation, considered risk-taking, controlled delivery, shared problem-solving and joint investment in solutions – resulting in the creation of dynamic, responsive team-working that delivers better outcomes for all, • understanding and maximising the strengths of the <i>Client</i> and its supply chain to maximise capacity and avoid duplication and wasted effort, • shared knowledge and innovation - teams that actively demonstrate how to accrue value from repeatability and certainty, and where to seek to innovate and • equitable relationships based on trust, fairness and constructive challenge resulting in value-adding outcomes.
S 272.3	Scheme specific requirements and constraints for behavioural attributes are included in the Additional Work Order.
S 273 Strategic Alignment Review Tool (StART)	
S 273.1	StART is the <i>Client's</i> toolkit which tests the alignment of suppliers to the <i>Client's</i> strategic strategy.
S 273.2	Within 6 months of the Contract Date, the <i>Contractor</i> (or, where the <i>Contractor</i> is an unincorporated joint venture, any Consortium Member) prepares and submits for acceptance by the <i>Project Manager</i> a StART development plan that is in accordance with the <i>Client's</i> “StART development plan” guidelines (see link in Appendix 02) and sets out how corporate alignment with the <i>Client</i> is maintained and improved over the duration of the contract.

S 273.3	If the StART development plan is not accepted, then the <i>Contractor</i> amends the plan in response to the comments from the <i>Project Manager</i> and resubmits the plan to the <i>Project Manager</i> within 2 weeks.
S 273.4	A reason for not accepting the StART development plan is that it does not align with the <i>Client's</i> "StART development plan" guidelines.
S 273.5	<p>The <i>Client</i> monitors the <i>Contractor's</i> ongoing commitment to improving corporate alignment with the <i>Client's</i> key strategies and plans on the basis of the StART framework principles. A failure of the <i>Contractor</i> to demonstrate commitment includes,</p> <ul style="list-style-type: none"> • on-going lack of engagement with the <i>Client</i> on StART matters, • failure to produce an acceptable StART development plan and • not taking actions to implement the accepted StART development plan.
S 273.6	Scheme specific requirements and constraints for StART are included in the Additional Work Order.
S 274 Develop, Design, Delivery (3D) Scheme Development Process	
S 274.1	<p>The <i>Client</i> operates the 3D Scheme Delivery Process as part of its project management process. 3D comprises a number of products relating to the life cycle of a project. These 3D products are produced, reviewed, updated or refined at various 3D Stages. The 3D Stages and associated 3D Stage Gates are shown below.</p>
S 274.2	3D deliverables are developed in accordance with the current version of "3D User Guide for Scheme Management" (see link in Appendix 02). The <i>Contractor</i> ensures the products are proportional and meets the content and quality criteria specified by the <i>Client</i> prior to issue for review. The <i>Contractor</i> engages with the appropriate product owner/specialists as necessary to facilitate development of the 3D deliverables.
S 274.3	The <i>Contractor</i> liaises with the <i>Project Manager</i> to ensure that appropriate Staff receive mandatory 3D training.

S 274.4	The <i>Contractor</i> provides supporting information and resources, as required, to assist the <i>Client</i> with the relevant 3D Stage Gate independent assurance reviews (IARs) and investment decision committee (IDC) processes.
S 275 Equipment, Plants and Materials	
S 275.1	The <i>Contractor</i> removes Plant and Materials from the Working Areas and the <i>Client's</i> network (with the <i>Project Manager's</i> permission) when they are no longer needed to Provide the Works.
S 276 Category Management (CM)	
S 276.1	Not Used.
S 277 Scheme Recovery Services	
S 277.1	Not Used.
S 278 Offshoring of Data	
S 278.1	Refer to Framework Information section 9.14.
S 279 Data Protection	
S 279.1	Refer to Framework Information section 9.35 and Appendix 14 .
S 280 Information Security and Security of Systems	
S 280.1	Refer to Framework Information section 9.10.
S 300 Contractor's Design	
S 305 Design Responsibility	
S 305.1	Not Used.
S 310 Design Submission Procedures and Acceptance Criteria	
S 310.1	Not Used.
S 315 Design Approval from Others	
S 315.1	Not Used.
S 320 Client's Requirements (for the Parts of the works to be Designed by the Contractor)	
S 320.1	Not Used.

S 325 Design Co-ordination	
S 325.1	The <i>Contractor</i> complies with the procedures and processes specified by the <i>Client</i> .
S 326 Alternative Design	
S 326.1	Not Used.
S 330 Requirements of Others	
S 330.1	Scheme specific requirements and constraints for requirements of Others are included in the Additional Work Order.
S 335 Using the <i>Contractor's</i> Design	
S 335.1	Not Used.
S 336 Access to Information Following Completion	
S 336.1	Not Used.
S 340 <i>Client's</i> Requirements (for the Design of Equipment)	
S 340.1	Any Equipment used by the <i>Contractor</i> for the construction of the <i>works</i> and capable of travelling on the public highway meets Euro emissions standards (Euro 6) as detailed in "Type-approval of motor vehicles with respect to emissions" (see link in Appendix 02).
S 400 Completion	
S 405 Completion Definition	
S 405.1	The work to be done by the Completion Date for the whole of the <i>works</i> is all the work required by the contract with the exception of any work detailed in the Additional Work Order that is to be completed after <i>completion date</i> .
S 405.2	Completion is achieved once the <i>Contractor</i> has completed all work required under the Scope, and the <i>works</i> are handed to the <i>Client's</i> maintenance provider. Details of the specific maintenance provider are provided by the <i>Project Manager</i> at the request of the <i>Contractor</i> .
S 405.3	The activities and documents in S 445 (Documents) are to be complete and accepted by the <i>Project Manager</i> . Please note that the <i>Client</i> is continually improving and updating its systems and processes and the list in S 445.4 may be subject to amendment during the duration of the contract.

S 410 Sectional Completion	
S 410.1	The work to be done by the Completion Date for a <i>section</i> of the <i>works</i> is all the work included in the <i>section</i> with the exception of items identified in the Additional Work Order.
S 415 Training	
S 415.1	Not Used.
S 420 Final clean	
S 420.1	Scheme specific requirements and constraints for final clean are included in the Additional Work Order.
S 425 Security	
S 425.1	Scheme specific requirements and constraints for security arrangements and handover at Completion are included in the Additional Work Order.
S 430 Correcting Defects	
S 430.1	<p>Where a Defect is identified after Completion the <i>Contractor</i> notifies the <i>Project Manager</i> and corrects Defects in accordance with the procedures set out in S 620 and carries out testing and inspections in accordance with S 705 / S 735.</p> <p>Where temporary traffic management is required for such a Defect to be corrected, the <i>Contractor</i> applies for a new occupancy booking through the network occupancy management system (NOMS) in accordance with DMRB GM 702 'Operational requirements for network occupancy'.</p>
S 430.2	Scheme specific requirements and constraints for correcting defects are included in the Additional Work Order.
S 435 Pre-Completion arrangements	
S 435.1	The <i>Contractor</i> prepares a detailed commissioning and handover plan which addresses the <i>Client's</i> requirements for take over and Completion no later than 12 weeks before the planned handover date or as agreed with the <i>Project Manager</i> . This plan is issued to the <i>Project Manager</i> and to Others as instructed by the <i>Project Manager</i> , for acceptance.
S 435.2	When the <i>Contractor</i> considers that a whole of the <i>works</i> is complete and ready to be taken over by the <i>Client</i> , the <i>Contractor</i> signs the statement on the "taking over certificate" (see link in Appendix 02), obtains the signature of the person responsible for the future operation of the <i>works</i> , and submits it to the <i>Project Manager</i> for certification of take over.

S 440 Use of the <i>works</i>	
S 440.1	No additional requirements or constraints for use of the <i>works</i> .
S 445 Documents	
S 445.1	The <i>Contractor</i> provides the documents required for the <i>Client</i> to take over the <i>works</i> at the time required by, and in accordance with, the <i>Client's</i> current procedures as detailed in S 445.3 of the Scope.
S 445.2	The <i>Contractor</i> manages developments in technology site data for the <i>works</i> through regular coordinated and collaborative forums, such as site data advisory groups.
S 445.3	<p>The <i>Contractor</i> delivers to the <i>Project Manager</i> on Completion the final 'deliverable' version of any data in electronic format that allows continued access by the <i>Client</i> and is capable of transfer to the <i>Client's</i> systems as stated in Framework Information section 9.3. All information is catalogued and indexed. Paper original records are scanned to one of the following electronic formats:</p> <ul style="list-style-type: none"> • scanned electronic image (.pdf), • graphic electronic image in compressed (.jpg) format or • other formats compatible with the <i>Client's</i> Information Systems as per S 280 of the Scope, reference documents or guidance manuals as agreed with the <i>Project Manager</i>.
S 445.4	<p>The list of documents/ activities to be completed in order to achieve Completion are as follows:</p> <ul style="list-style-type: none"> • Health and Safety File – the <i>Contractor</i> provides a completed Health and Safety File as required under the “Construction (Design and Management) Regulations 2015” (see link in Appendix 02), • as built drawings – as defined within the “Construction (Design and Management) Regulations 2015”, the <i>Contractor</i> submits all drawings prior to Completion, • The activities listed in the “Asset Data Management Manual (ADMM)” (see link in Appendix 02), • the “Environmental Management Plan (EMP) third iteration” accepted in accordance with section S 269 of the Scope, • the closure of non-conformity, outstanding audit actions and resolution of any Contract Management Points (CMPs) to be ascertained by audit, • snagging list / outstanding issues – a comprehensive snagging list which the <i>Contractor</i> accepts responsibility for is produced and provided to the <i>Project Manager</i>. This list is signed by the <i>Contractor</i>, the <i>Client's</i> asset manager and maintenance contractor to confirm acceptance of the

	<p>outstanding issues. The <i>Project Manager</i> confirms the individuals who are approved signatories to achieve Completion and</p> <ul style="list-style-type: none"> the removal of traffic management or any other works/ measures which could cause traffic flows to be impeded or restricted.
S 445.5	No additional Scheme specific requirements for documents.
S 450 Handover between Contractors	
S 450.1	If required, the <i>Contractor</i> arranges for the receipt through the <i>Project Manager</i> of all information relating to the <i>works</i> from the contractor previously appointed for the delivery or procurement of the <i>works</i> or otherwise.
S 450.2	If required, the <i>Contractor</i> arranges for the transfer through the <i>Project Manager</i> of all information relating to the <i>works</i> to the <i>Contractor</i> subsequently appointed for the delivery or procurement of the <i>works</i> or otherwise.
S 450.3	Scheme specific requirements and constraints for handover between contractors is included in the Additional Work Order.
S 500 Programme	
S 505 Programme Requirements	
S 505.1	<p>The <i>Contractor</i> produces a detailed programme identifying</p> <ul style="list-style-type: none"> key dates, each Completion Date, milestones for completion of each product required to be produced in 3D Stages 5 and 6, critical path, all construction activities and their durations, and all activities required in 3D Stages 5 and 6 to Provide the Works. <p>All activities are to be sequentially linked such that the programme does not contain open ended activities and unnecessary constraints.</p>
S 505.2	Not Used.
S 505.3	Not Used.
S 505.4	Not Used.
S 505.5	The <i>Contractor</i> agrees the attendance at all meetings with the <i>Project Manager</i> . The <i>Contractor</i> does not attend meetings without <i>Client</i> representation, unless agreed with the <i>Project Manager</i> . This applies to meetings with both internal and external stakeholders. The <i>Contractor</i> establishes and documents the terms of reference for each meeting.

S 505.6	<p>Any programme assumptions are to be stated.</p> <p>The programme is to be cost / resource loaded to facilitate earned value process and reporting.</p> <p>All activities are to be sequentially linked such that the programme does not contain open ended activities and unnecessary constraints. Use of lags is minimised and defined in the programme's narrative.</p> <p>The programme includes details of all consents and licence requirements.</p>
S 505.7	Any outcomes from meetings with Others are fully reflected within the next programme submitted for acceptance.
S 505.8	Scheme specific requirements and constraints for programme requirements are detailed in the Additional Work Order.
S 510 Methodology Statement	
S 510.1	Not Used.
S 515 Work of the <i>Client</i> and Others	
S 515.1	<p>Specific requirements and constraints for work of the <i>Client</i> and Others are included in</p> <ul style="list-style-type: none"> • S905 Sharing the Working Areas with Others, • S910 Co-operation, • S915 Co-ordination, • S920 Authorities and utilities providers and • The Additional Work Order.
S 520 Information Required	
S 520.1	Scheme specific requirements and constraints for information required are included in the Additional Work Order.
S 525 Revised Programme	
S 525.1	Physical progress is reported and recorded (updated) on programme activities by the <i>Contractor</i> during each <i>Client's</i> reporting period using physical percentage complete and activity remaining duration as the basis for the progress status compared with the initial project programme as a baseline. The baseline data is only amended with the <i>Project Manager's</i> acceptance.
S 525.2	<p>Revised programme submission reports include but are not limited to the following information</p> <ul style="list-style-type: none"> • change log detailing all new activities, • changed durations,

	<ul style="list-style-type: none"> • changed calendar assignments, • changed dependencies, • changed assumptions - either amended, removed or added, and • changes to the sequences
S 600 Quality Management	
S 605 Quality Management System	
S 605.1	Refer to Framework Information section 9.24
S 610 Quality Plan	
S 610.1	Refer to Framework Information Appendix 04.
S 615 Samples	
S 615.1	Not Used.
S 620 Audit and Nonconformities	
S 620.1	Refer to Framework Information Appendix 04.
S 625 Contract Management Points	
S 625.1	Refer to Framework Information Appendix 04.
S 626 Standards and Procedures	
S 626.1	Except where otherwise directed, all materials, workmanship, designs and assessments are to comply with the <i>Client's</i> standards and procedures current at the Contract Date. The current standards and procedures are identified in section S 2700.
S 626.2	If a standard or procedure subsequently changes, the <i>Contractor</i> complies with the revised standard or procedure if instructed by the <i>Project Manager</i> .
S 630 Continual Improvement and Innovation	
S 630.1	The <i>Contractor</i> operates processes for delivering innovation and continual improvement / lean following the requirements set out in Framework Information section 9.27.
S 635 Performance Measurement	
S 635.1	Refer to Framework Information section 9.26.

S 700 Tests and Inspections	
S 705 Tests and Inspections	
S 705.1	Details of testing to be undertaken by the <i>Contractor</i> are included in Appendix 1/5 of the “Specification” (see link in Appendix 02).
S 705.2	Scheme specific testing requirements are included in the Additional Work Order.
S 705.3	Tests and Inspections of Plant
S 705.3.1	Not Used.
S 705.4	Tests and Inspections of Offsite Fabrication
S 705.4.1	Not Used.
S 705.5	Tests and Inspections of Installation
S 705.5.1	Not Used.
S 705.6	Tests and Inspections of Take Over
S 705.6.1	Not Used.
S 705.7	Tests and Inspections of Defects Correction
S 705.7.1	Not Used.
S 710 Samples	
S 710.1	Not Used.
S 715 Management of Tests and Inspections and Provision of Samples	
S 715.1	Not Used.
S 720 Covering up Completed Work	
S 720.1	Not Used.
S 725 Supervisor’s Procedures for Inspection and Watching Tests	
S 725.1	Not Used.
S 735 Defects (in relation to Tests and Inspections & cross referenced with S 430 and S 620)	
S 735.1	Not Used.

S 800 Management of the works	
S 805 Project Team – Others	
S 805.1	Additional specific requirements and constraints for project team – Others are included in the Additional Work Order.
S 810 Communication System	
S 810.1	The <i>Contractor</i> uses the relevant systems as listed in Appendix 05 or any other system identified by the <i>Project Manager</i> . The <i>Contractor</i> ensures that all contract communications required by the contract are issued using that system.
S 810.2	Scheme specific requirements and constraints for communication systems are detailed in the Additional Work Order
S 811 Communication	
S 811.1	The <i>Contractor</i> complies with the communication requirements in Annex 03 .
S 811.2	The <i>Contractor</i> provides advice and assistance and undertakes all duties including attendance at any public meeting, consultation, inquiry or tribunal as instructed. The <i>Contractor</i> prepares such documents as may be necessary to enable the <i>Client</i> to gain authority for proposed work, and the acquisition of land and rights required for the execution of the work, when instructed by the <i>Project Manager</i> .
S 815 Management Procedures	
S 815.1	The <i>Contractor</i> includes a section on customer service in its monthly report to the <i>Project Manager</i> .
S 815.2	The <i>Contractor</i> attends any meetings called by the <i>Client</i> , <i>Project Manager</i> or <i>Supervisor</i> .
S 816 Deed of Novation	
S 816.1	Refer to Framework Information section 9.19.
S 817 Reporting of Small, Medium and Micro Enterprises (SME)	
S 817.1	Refer to Framework Information section 9.57.
S 820 Contractor's Application for Payment	
S 820.1	The <i>Contractor</i> submits applications for payment via the <i>Client's</i> electronic contract management system. Applications for payment comply with the

	requirements in Annex 18 .
S 820.2	The <i>Contractor</i> notifies Work Order completion by submitting a completion certificate form within one week of Completion to the <i>Project Manager</i> for acceptance and certification.
S 821 Earned Value Reporting	
S 821.1	Not Used.
S 821.2	The <i>Contractor</i> provides earned value management performance against the work breakdown structure (WBS) specified by the <i>Client</i> through the provision of the “Commercial Reporting and Monitoring System (CRaMS)” return (see link in Appendix 02).
S 821.3	The <i>Contractor</i> provides a verified monthly electronic “Commercial Reporting and Monitoring System (CRaMS)” return, using the current version or any replacement, to the <i>Project Manager</i> and the <i>Client</i> ’s performance intelligence team on the last working day of each reporting period, as specified by the <i>Client</i> .
S 821.4	The <i>Contractor</i> arranges for its Subcontractors to make financial submissions in the same format.
S 822 Cost Verification	
S 822.1	The <i>Contractor</i> allows the <i>Client</i> (or a forensic cost verification contractor engaged by the <i>Client</i>) to review data relating to the assessment of Defined Cost (including Personal Data) within the Working Areas for the purpose of verifying the Defined Cost incurred.
S 822.2	The <i>Client</i> ensures that data viewed in the Working Areas for verification is adequately protected against the risk of accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure.
S 822.3	The <i>Contractor</i> obtains agreement from the data subject for the review of Personal Data within the Working Areas for verification.
S 823 Provision of Price Information	
S 823.1	<p>The outline requirements for cost capture are detailed below.</p> <p>Data to be supplied by the <i>Contractor</i> after the Contract Date includes</p> <ul style="list-style-type: none"> an activity schedule (including a bill of quantities) structured and coded to the latest Commodity Breakdown Structure (see Annex 18 section 1.3.3 and the Project Finance Template provided in Appendix 02) with a six-column split (staff, labour, plant and materials, equipment, subcontract and other), resource rate build ups and schedules,

	<ul style="list-style-type: none"> • Subcontractor comparison sheets, • full set of successful Subcontractors' quotations, • a summary of all successful Subcontractors' quotations are recorded in a document format agreed by the <i>Project Manager</i>, • clause 31 programme in P6 format "xer" (or equivalent) and in .pdf format, • full set of drawings used to price the tender, • completion of contract characteristics template provided by the <i>Project Manager</i>, • priced <i>Contractor's</i> 3D Stage 4 Early Warnings Register and • <i>Contractor's</i> rate card.
S 823.2	<p>Data to be supplied by the <i>Contractor</i> after Completion includes</p> <ul style="list-style-type: none"> • initial order values for the order placed with Subcontractors, summarised against the original quotation on the template provided and • final outturn costs and the value of any change events summarised by Subcontractor against the original subcontract order. <p>The <i>Contractor</i> completes the electronic forms required by "Instruction 04/06 Cost Retrieval and EVA Reporting for ECI Contracts". The <i>Contractor</i> provides the completed forms to the <i>Project Manager</i> within one week of each assessment date.</p>
S 823.3	<p>The <i>Contractor</i> records cost in accordance with the Schedule of Cost Components and the cost capture data requirements in Annex 18 and submits the records in a format and at intervals to be agreed with the <i>Project Manager</i>.</p>
S 825 Commissioning Report	
S 825.1	Not Used.
S 826 Format of Records	
S 826.1	<p>The <i>Contractor</i> ensures that records are created and maintained in a format acceptable to the <i>Project Manager</i> such as</p> <ul style="list-style-type: none"> • 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

	<ul style="list-style-type: none"> other formats compatible with the <i>Client's</i> Information Systems as stated Framework Information section 9.3, reference documents or guidance manuals as agreed with the <i>Project Manager</i>.
S 826.2	The <i>Contractor</i> undertakes translation of existing records into an accepted format when instructed by the <i>Client</i> .
S 826.3	The <i>Contractor</i> may from time to time agree with the <i>Client</i> alternative acceptable formats in which the <i>Contractor</i> maintains records, taking into account any advances and other developments in Information Systems. The <i>Contractor</i> implements any changes as agreed with the <i>Project Manager</i> .
S 827 Records and Audit Access	
S 827.1	Refer to Framework Information section 9.55.
S 845 Training	
S 845.1	The <i>Client</i> provides relevant training for all relevant systems listed in Framework Information section 9.3.
S 845.2	<p>The <i>Contractor</i> proposes a list of appropriate staff to be trained for each requirement for acceptance by the <i>Project Manager</i>. The <i>Contractor</i> liaises with the <i>Project Manager</i> to programme the training to optimise efficiencies.</p> <p>The <i>Contractor</i> amends the list of personnel to be trained in response to any comments from the <i>Project Manager</i> and resubmits it for acceptance by the <i>Project Manager</i>. The <i>Contractor</i> complies with the list of personnel to be trained once it has been accepted.</p>
S 850 Meetings	
S 850.1	The <i>Contractor</i> is expected to attend and participate in Community programme collaboration meetings (see Annex 19 for further details).
S 850.2	For Scheme meetings refer to section S 815
S 900 Working with the <i>Client</i> and Others	
S 905 Sharing the Working Areas with Others	
S 905.1	The <i>Contractor</i> cooperates with and shares the Working Areas with the organisations identified in the Additional Work Order.
S 905.2	The <i>Contractor</i> collaborates with the <i>Client</i> and Others to share temporary traffic management and road-space.

S 910 Co-operation	
S 910.1	The <i>Contractor</i> cooperates with other Community Partners in obtaining and providing information needed.
S 910.2	The <i>Contractor</i> cooperates with the organisations identified in the Additional Work Order.
S 910.3	The <i>Contractor</i> shares information, communicates openly with the <i>Client</i> , continuously shares lessons learnt and achievements and enables embedded learning.
S 911 Community	
S 911.1	When instructed via an Additional Work Order, the <i>Contractor</i> participates in and contributes to the requirements of the Community as described in Annex 19 .
S 911.2	The <i>Contractor</i> develops collaborative relationships with other Community Partners.
S 915 Co-ordination	
S 915.1	The <i>Contractor</i> co-ordinates with the <i>Client</i> to ensure that roadwork clashes are prevented following procedures identified in section S 241 of this Scope and Annex 20 .
S 915.2	The <i>Contractor</i> programmes the <i>works</i> in a manner that minimises the impact on the customer, working in conjunction with the <i>Client's</i> Major Projects and Operations directorates.
S 915.3	The <i>Contractor</i> programmes any review requests to ensure that all programmed dates are met.
S 915.4	Where the contract has a requirement for co-location, the <i>Contractor</i> co-locates teams where appropriate and encourages information sharing, communication, concurrent working and a proactive delivery culture.
S 915.5	The <i>Contractor</i> does not enter into commitments when dealing with third parties that might impose any obligations on the <i>Client</i> except with the prior consent of the <i>Client</i> .
S 920 Authorities and Utilities Providers	
S 920.1	The <i>Contractor</i> complies with the special requirements of the Statutory Bodies as detailed in the Additional Work Order.

S 1000 Services and other things to be provided

S 1005 Services and Other Things Provided by the *Contractor* for the Use by the *Client*, *Project Manager*, *Supervisor* or Others

S 1005.1	Scheme specific requirements and constraints for services and other things provided by the <i>Contractor</i> for the use of the <i>Client</i> , <i>Project Manager</i> , <i>Supervisor</i> or Others are included in the Additional Work Order.
S 1005.2	The <i>Contractor</i> provides items of Equipment for the <i>Client</i> 's use as detailed in the Additional Work Order.

S 1010 Services and Other Things Provided by the *Client*

S 1010.1	<p>The <i>Client</i></p> <ul style="list-style-type: none"> • provides network occupancy subject to requests being submitted as required under "GM702 Operational Requirement for Network Occupancy" (see link in Appendix 02), • ensures the timing of network occupancy is as per GM702 Operational Requirements for Network Occupancy, • requires a 15-week lead in period to process any required temporary traffic regulation orders, • provides information about assets within and adjacent to the boundary of each Scheme in the Additional Work Order is made available at the commencement of each Scheme if not already accessible on Information Systems (see Framework Information section 9.3), • provides information about asbestos containing materials and other known hazards and site-specific health and safety requirements within and adjacent to the boundary of each Scheme in the Additional Work Order, • ensures access to Information Systems is provided from the <i>starting date</i>, subject to the <i>Contractor</i> providing names of staff requiring access and complying with the requirements in Framework Information section 9.3, • ensures copies of all technical surveys and testing information and associated analysis related to each Scheme in the Additional Work Order are provided at the <i>starting date</i> and • ensures technical surveys and testing are provided in timescales agreed by the <i>Project Manager</i>.
S 1010.2	Scheme specific services and other things provided by the <i>Client</i> are included in the Additional Work Order.

S 1100 Health, Safety and Wellbeing	
S 1101 General Requirements	
S 1101.1	Refer to Framework Information section 9.25.
S 1102 Management of Health and Safety	
S 1102.1	Refer to Framework Information section 9.26.
S 1103 Contractor's Occupational Health Management System	
S 1103.1	Refer to Framework Information section 9.27.
S 1104 Subcontractor's Health and Safety Management Systems	
S 1104.1	Refer to Framework Information section 9.28
S 1105 Health Safety and Wellbeing Culture and Communication	
S 1105.1	Refer to Framework Information section 9.29
S 1106 Health and Safety Exchange of Information	
S 1106.1	Refer to Framework Information section 9.30
S 1107 Health and Safety Resources	
S 1107.1	Refer to Framework Information section 9.31
S 1108 Health and Safety Competence of Contractor's Employees	
S 1108.1	Refer to Framework Information section 9.32
S 1109 Health and Safety in Construction	
S 1109.1	Refer to Framework Information section 9.33
S 1110 Incident Reporting and Investigation	
S 1110.1	Refer to Framework Information section 9.34
S 1111 Health and Safety Inspections/ Assurance	
S 1111.1	Refer to Framework Information section 9.35
S 1112 Health and Safety Management Audit	
S 1112.1	Refer to Framework Information section 9.36

S 1113 Construction Design and Management (CDM) Regulations 2015 Compliance	
S 1113.1	Refer to Framework Information section 9.37
S 1114 Medical Fitness	
S 1114.1	Refer to Framework Information section 9.38
S 1115 Health Assessment and Control	
S 1115.1	Refer to Framework Information section 9.39
S 1116 Alcohol and Substance Abuse	
S 1116.1	Refer to Framework Information section 9.40
S 1117 Health and Safety Charity-based Incentive Schemes	
S 1117.1	Refer to Framework Information section 9.41
S 1118 Supply Chain Maturity Matrix Action Plan	
S 1118.1	Refer to Framework Information section 9.42
S 1119 Management of Road Risk	
S 1119.1	Refer to Framework Information section 9.43
S 1120 Driving for Better Business	
S 1120.1	Refer to Framework Information section 9.44
S 1121 Security	
S 1121.1	Refer to Framework Information section 9.45
S 1122 Supply Chain Safety Leadership Group	
S 1122.1	Refer to Framework Information section 9.46
S 1123 Home Safe and Well Approach	
S 1123.1	Refer to Framework Information section 9.47
S 1124 Deleterious and hazardous materials	
S 1124.1	Asbestos
S 1124.1.1	Refer to Framework Information section 9.48

S 1125 Highways England Passport Scheme	
S 1125.1	Refer to Framework Information section 9.49
S 1126 Method Statements	
S 1126.1	Operations for which the <i>Contractor</i> is required to submit method statements and risk assessments to the <i>Project Manager</i> for acceptance are included in the Additional Work Order.
S 1126.2	Scheme specific requirements and constraints for method statements are included in the Additional Work Order.
S 1127 Principal Contractor	
S 1127.1	When instructed via an Additional Work Order, the <i>Contractor</i> undertakes the role of principal contractor.
S 1127.2	<p>The role of principal contractor incorporates the principal contractor duties under CDM Regulations (2015) and includes but is not limited to</p> <ul style="list-style-type: none"> • periodic production of scheme progress reports at intervals agreed with the <i>Client</i>, • managing and coordinating the delivery of all works to be delivered on Site, • providing a qualified site manager with suitable experience knowledge and skills for the duration of the scheme, • determining unsuitable weather-related postponements and reporting to <i>Client</i> if postponement is recommended, • distribute safety alert information in site facilities once received, • monitoring progress against the construction programme and • checks the following activities have been completed either by the Community or <i>Client</i> <ul style="list-style-type: none"> – temporary traffic management (TTM) suppliers have liaised with ROC regarding late TTM removal, – suppliers have issued safety permits to own gang and – reporting of relevant incidents on the Accident Incident Reporting System (AIRSweb).
S1127.3	<p>In addition, the <i>Contractor</i> appointed as principal contractor will be responsible for the following duties</p> <ul style="list-style-type: none"> • producing and implementing an Environmental Management Plan (EMP) (both second and third iterations) in accordance with section S 269.21 to S 269.26 and S 269.31 to S 269.35 of this Scope,

	<ul style="list-style-type: none"> • coordinating the implementation of requirements of any environmental licences, consents and permits for the Scheme, • coordinating and managing the response to environmental incidents on site including providing reports to relevant authorities, • producing and controlling of site waste management plan, • registering for Considerate Constructor Scheme (when required) and • producing a programme as described in paragraph S 1127.4 of this Scope.
S 1127.4	The <i>Contractor</i> produces and supplies to the <i>Project Manager</i> , a programme in a format detailed in the Additional Work Order. The <i>Contractor</i> identifies all key and additional milestones and includes the critical path, statutory process milestones, start of <i>works</i> , construction phase durations, open for traffic (OfT), handover to the <i>Client's</i> maintenance provider and all post Completion activities.
S 1127.5	The <i>Contractor</i> assists with and attends arbitration, alternative dispute resolution proceedings, consultation, inquiries, and legal proceedings under a contract with Others when instructed by the <i>Client</i> .
S 1200 Subcontracting	
S 1205 Restrictions of Requirements for Subcontracting	
S 1205.1	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 main contract, the <i>Contractor</i> 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 £10,000.
S 1205.2	The <i>Contractor</i> includes a provision in all subcontracts stating that retention is not deducted from any amount due to the Subcontractor and procures that its Subcontractors and subcontractors (at any stage of remoteness from the <i>Client</i>) do the same.
S 1205.3	The <i>Contractor</i> ensures that all subcontractors (at any stage of remoteness from the <i>Client</i>) who satisfy the requirements at S 1205.1 are given the opportunity to become Named Suppliers.
S 1205.4	The <i>Contractor</i> may propose to the <i>Project Manager</i> that a subcontractor (at any stage of remoteness from the <i>Client</i>) is not a Named Supplier. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontractor (at any stage of remoteness from the <i>Client</i>) to be a Named Supplier.
S 1205.5	The <i>Contractor</i> ensures that all subcontracts with subcontractors (at any stage of remoteness from the <i>Client</i>) (that are not competitively awarded pre-existing contracts) use an NEC form of contract and that any subcontracts with

	subcontractors (at any stage of remoteness from the <i>Client</i>) have terms and conditions that align with the contract.
S 1205.6	The <i>Contractor</i> may propose to the <i>Project Manager</i> that a subcontract used to appoint a subcontractor (at any stage of remoteness from the <i>Client</i>) is not a NEC form of contract. The <i>Contractor</i> does not appoint a subcontractor (at any stage of remoteness from the <i>Client</i>) using a contract form other than NEC unless the <i>Project Manager</i> has accepted the <i>Contractor's</i> proposal. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontract to be an NEC form of contract.
S 1205.7	<p>The <i>Contractor</i> submits the proposed</p> <ul style="list-style-type: none"> • Contract Data and Scope if an NEC form of contract is used or • the full subcontract if an NEC form of contract is not used <p>for each subcontract of a subcontractor (at any stage of remoteness from the <i>Client</i>) to the <i>Project Manager</i> for acceptance, and for the purposes of NEC4 ECC clause 26.4 (where main Option C, D, E or F applies) this paragraph is the <i>Project Manager's</i> instruction to the <i>Contractor</i> to make the submission. A reason for not accepting the Contract Data and Scope or the full subcontract (as the case applies) is</p> <ul style="list-style-type: none"> • 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 <i>Project Manager</i> it has too high a risk transfer to the proposed subcontractor.
S 1205.8	The <i>Contractor</i> ensures that any subsubcontract of a subcontractor (at any stage of remoteness from the <i>Client</i>) is capable of being novated to a replacement contractor.
S 1205.9	The <i>Contractor</i> may propose to the <i>Project Manager</i> that a subcontract of a subcontractor (at any stage of remoteness from the <i>Client</i>) is not capable of being novated to a replacement contractor. The <i>Contractor</i> does not award such a subcontract that is not capable of being novated to a replacement contractor unless the <i>Project Manager</i> has accepted the <i>Contractor's</i> proposal. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontract to be novated to a replacement contractor.
S 1205.10	When requested by the <i>Project Manager</i> , the <i>Contractor</i> executes or procures that the relevant subcontractors (at any stage of remoteness from the <i>Client</i>) execute an agreement, in the form the <i>Client</i> may reasonably require, to novate the benefit and burden of a subcontract to a replacement contractor.
S 1205.11	Structural Steelwork
S 1205.11.1	Not Used.

S 1205.12	Other Specific Requirements and Constraints
S 1205.12.1	Not Used.
S 1210 Acceptance Procedures	
S 1210.1	Not Used.
S 1211 Contracts Finder	
S 1211.1	Not Used.
S 1211.2	<p>Where the forecast amount due to be paid to the <i>Contractor</i> is £5,000,000 or more per annum at the Contract Date or where Option X22 is used, the <i>Contractor</i></p> <ul style="list-style-type: none"> • subject to paragraphs S 1211.4, S 1211.5 and S 1211.6, advertises on “Contracts Finder” (see link in Appendix 02) all subcontract opportunities arising from or in connection with Providing the Works above a minimum threshold of £25,000 that arise before Completion, • within 90 days of awarding a subcontract to a subcontractor (at any stage of remoteness from the <i>Client</i>), updates the notice on Contracts Finder with details of the successful subcontractor, • monitors the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain prior to Completion and provides reports on this information to the <i>Project Manager</i> in the format and frequency as reasonably specified by the <i>Project Manager</i> and • promotes Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder. <p>The calculation of £5,000,000 or more per annum in this paragraph is in accordance with footnote 1 to “Procurement Policy Note 01/18 (‘PPN 01/18’) – Supply Chain Visibility” (see link in Appendix 02) based on an advertised subcontract value, averaged over the life of the advertised subcontract.</p>
S 1211.3	Each advert referred to in paragraph S 1211.2 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the <i>Contractor</i> .
S 1211.4	The obligation at paragraph S 1211.2 only applies in respect of subcontract opportunities arising after the Contract Date.
S 1211.5	The <i>Contractor</i> may propose to the <i>Project Manager</i> for acceptance, that a specific subcontract opportunity is not advertised on Contracts Finder. The <i>Contractor</i> provides a detailed reason for not advertising the specific subcontract opportunity. The <i>Contractor</i> provides further detail when requested by the <i>Project Manager</i> to assist in its consideration. If accepted by the <i>Project</i>

	<i>Manager</i> , the <i>Contractor</i> is relieved from advertising that subcontract opportunity on Contracts Finder.
S 1212 Prompt Payment	
S 1212.1	<p>The <i>Contractor</i> includes in the subcontract with each subcontractor (at any stage of remoteness from the <i>Client</i>)</p> <ul style="list-style-type: none"> • requiring payment to be made within a specified period not exceeding 30 days from and including the date of receipt of the subcontractor's application for payment (save that the amount payable in respect of that application shall be subject to a valid payment notice (or valid pay less notice where appropriate) as required by the Housing Grants, Construction and Regeneration Act 1996 (as amended), • a requirement that any invoices for payment submitted by the subcontractor are considered and verified by the <i>Contractor</i>, or (in respect of any subcontract below the first tier) the payer under the relevant subcontract, in a timely manner and that any undue delay in doing so will not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the subcontract requirements and • a provision requiring the subcontractor to assess the amount due to a subcontractor (at any stage of remoteness from the <i>Client</i>) without taking into account the amount paid to the <i>Contractor</i>, or (in respect of any subcontract below the first tier) the payer under the relevant subcontract.
S 1212.2	<p>The <i>Contractor</i> notifies non-compliance with the timescales for payment</p> <ul style="list-style-type: none"> • to the <i>Client</i>, • to the <i>Project Manager</i> and • through the Government's Public Procurement Review Service (formerly known as the Mystery Shopper Service). <p>The <i>Contractor</i> includes this provision in each subcontract and requires subcontractors (at any stage of remoteness from the <i>Client</i>) to include the same provision in each subsubcontract with the intention that all subcontractors (at any stage of remoteness from the <i>Client</i>) include the same provision.</p>
S 1213 Advertising Subcontracts in accordance with the Public Contract Regulations 2015	
S 1213.1	<p>The <i>Contractor</i> ensures that any subcontracts for the elements of the <i>works</i> are</p> <ul style="list-style-type: none"> • procured in full compliance with the Public Contract Regulations 2015, or its replacement, (the "Public Contract Regulations") and • are capable of being novated to the <i>Client</i> or an Other.

S 1213.2	When requested by the <i>Project Manager</i> , the <i>Contractor</i> procures the relevant Subcontractor executes an agreement, in the form the <i>Client</i> may reasonably require, to novate the benefit and burden of a subcontract to the <i>Client</i> or a replacement contractor.
S 1213.3	The <i>Contractor</i> may use the <i>Client's</i> e-tendering system to procure any subcontract required by this section. The <i>Project Manager</i> arranges for advice and support on the use of the <i>Client's</i> e-tendering system.
S 1213.4	<p>The <i>Contractor</i> provides to the <i>Project Manager</i> draft procurement documents (as defined in the “Public Contract Regulations”) for acceptance. A reason for the <i>Project Manager</i> not accepting the draft procurement documents is that they</p> <ul style="list-style-type: none"> • do not comply with the “Public Contract Regulations”, any case law or any “EU Regulations”, • do not comply with or meet the requirements of the contract, • in the opinion of the <i>Project Manager</i>, would place an unacceptable burden upon the <i>Client</i> (should the subcontract be novated to the <i>Client</i>) or • do not enable the <i>Contractor</i> to Provide the Works.
S 1213.5	The <i>Contractor</i> does not publish any procurement documents until the <i>Project Manager</i> has accepted them.
S 1300 Title	
S 1305 Marking	
S 1305.1	Scheme specific requirements and constraints for marking are included in the Additional Work Order.
S 1305.2	<p>To prepare Equipment, Plant and Materials which are outside the Working Areas for marking by the <i>Supervisor</i>, the <i>Contractor</i></p> <ul style="list-style-type: none"> • marks the Equipment, Plant and Materials in the location they are stored so as to show that its destination is the Working Areas and that they are the property of the <i>Client</i> (upon marking by the <i>Supervisor</i>) and • provides to the <i>Supervisor</i> <ul style="list-style-type: none"> – evidence that the title to the Equipment, Plant and Materials has passed to the <i>Contractor</i> free of all liens, charges, options, encumbrances, rights, claims and other interests of any third party and – a schedule identifying: <ul style="list-style-type: none"> ▪ the locations where the relevant Equipment, Plant and Materials are stored in until they are brought within the Working Areas and

	<ul style="list-style-type: none"> the value of each item of the Equipment, Plant and Materials stored.
S 1305.3	<p>The <i>Contractor</i> ensures that any Equipment, Plant and Materials stored outside of the Working Areas is stored so that</p> <ul style="list-style-type: none"> it is not damaged and it is safe and secure.
S 1310 Materials from Excavation and Demolition	
S 1310.1	Scheme specific requirements and constraints for materials from excavation and demolition are included in the Additional Work Order.
S 1400 Acceptance or Procurement Procedure (Option C, D, E, and F only)	
S 1405 Procurement Procedures	
S 1405.1	Not Used.
S 1410 Submission and Acceptance Procedures	
S 1410.1	Not Used.
S 1500 Accounts and Records (Options C, D, E and F only)	
S 1505 Additional Records	
S 1505.1	Not Used.
S 1520 Records and Audit Access	
S 1520.1	Refer to Framework Information section 9.55.
S 1600 Ultimate Holding Company Guarantee (Option X4)	
	Not Used.
S 1601 <i>Client's</i> Form of Parent Company Guarantee	
S 1601.1	Refer to Framework Information Appendix 07 .
S 1602 Legal Opinion	
S 1602.1	Refer to Framework Information paragraph 9.18.2.

S 1700 Undertakings to the Client or Others (Option X8)	
S 1705 Undertakings to Others (Option X8)	
S 1705.1	Scheme specific requirements and constraints for <i>undertakings to the Client or Others</i> are included in the Additional Work Order.
S 1710 Subcontractor Undertakings to Others	
S 1710.1	Scheme specific requirements and constraints for Subcontractor <i>undertakings to Others</i> are included in the Additional Work Order.
S 1715 Subcontractor Undertakings to the Client	
S 1715.1	Scheme specific requirements and constraints for Subcontractor <i>undertakings to the Client</i> are included in the Additional Work Order.
S 1800 Transfer of Rights	
S 1805 Contractor's Rights over Material Prepared for the Design of the works	
S 1805.1	Refer to Framework Information section 9.62.
S 1810 Other Rights to be Obtained by the Contractor	
S 1810.1	Refer to Framework Information section 9.63.
S 1815 Escrow	
S 1815.1	Not Used.
S 1900 Information Modelling (Option X10)	
S 1905 Information Model Requirements	
S 1905.1	The <i>Contractor</i> Provides the Works in compliance with the Government's "Strategy for Building Information Modelling (BIM)" as set out in the Cabinet Office's "Government Construction Strategy papers dated May 2011 and March 2016" (see links in Appendix 02).
S 1905.2	Level of Definition is the graphical and non-graphical content required for an Information Model at each 3D Stage as specified in the Information Model Requirements.
S 1905.3	Model Production and Delivery Table is the table of that name included in the Information Model Requirements for the contract that sets out <ul style="list-style-type: none"> the subject matter of the Information Model, the person who is to produce and deliver the Information Model at each 3D stage and

	<ul style="list-style-type: none"> the proposed Level of Definition.
S 1905.4	Creation of Delivery Plans
S 1905.4.1	Prior to the commencement of each 3D Stage, the <i>Client</i> creates and issues to the <i>Contractor</i> the information delivery plan (which is contained within the Employer Information Requirements (EIR) template) for the relevant 3D Stage based on the “Information Model Requirements and the Model Production and Delivery Table” (see links in Appendix 02).
S 1905.4.2	Within two weeks of the information delivery plan being issued, the <i>Contractor</i> develops the Information Execution Plan using the guidance in Appendix 02 to comply with the information delivery plan and submits it to the <i>Project Manager</i> for acceptance.
S 1905.4.3	<p>The <i>Project Manager</i> reviews the Information Execution Plan and verifies that it complies with the information delivery plan. The <i>Project Manager</i> updates the Model Production and Delivery Table. Reasons for not accepting the Information Execution Plan are</p> <ul style="list-style-type: none"> that it does not comply with the information delivery plan and it does not allow the <i>Contractor</i> to Provide the Works. <p>If the plan is not accepted the <i>Contractor</i> resubmits a revised Information Execution Plan within 4 weeks.</p>
S 1905.4.4	If the <i>Contractor</i> and the <i>Project Manager</i> do not reach an agreement within the <i>period for reply</i> , the <i>Contractor</i> complies with any direction of the <i>Project Manager</i> .
S 1905.5	Production of Project Information by the <i>Contractor</i>
S 1905.5.1	<p>Within four weeks of the <i>starting date</i> the <i>Contractor</i> develops the following documents for acceptance by the <i>Project Manager</i>,</p> <ul style="list-style-type: none"> supply chain BIM capability assessment, Geographical Information System strategy and implementation plan and design management plan (“BS 7000-4:2003” compliant (see link in Appendix 02)), along with a BIM strategy document.
S 1905.5.2	<p>The <i>Contractor</i></p> <ul style="list-style-type: none"> produces the Project Information which excludes <ul style="list-style-type: none"> any material forming part of the Project Information which is provided to the <i>Contractor</i> by or on behalf of the <i>Client</i> at each 3D Stage to the relevant Level of Definition. <p>This is specified in the Model Production and Delivery Table and is in accordance with the latest Information Execution Plan,</p>

	<ul style="list-style-type: none"> validates the Project Information against the requirements set out in the Information Model Requirements and the Information Execution Plan, submits the Project Information to the <i>Project Manager</i>, uses the models which are outlined in the Model Production and Delivery Table and are in accordance with any procedures in the Information Model Requirements, co-operates with the <i>Project Manager</i> and Others and complies with the Information Model Requirements.
S 1906 Asset Data Management Requirements	
S 1906.1	Refer to Framework Information section 9.15.
S 2000 Performance Bond (Option X13)	
S 2005 Form of Performance Bond	
S 2005.1	Not Used.
S 2100 Advanced Payment to the <i>Contractor</i> (Option X14)	
S 2105 Form of Advanced Payment Bond	
S 2105.1	Not Used.
S 2200 The <i>Contractor's</i> Design (Option X15)	
S 2205 Constraints on Use of Material	
S 2205.1	Not Used.
S 2210 Form of Documents to be Retained	
S 2210.1	Not Used.
S 2300 Retention (Option X16) (Not Used. with Option F)	
S 2305 Form of Retention Bond	
S 2305.1	Not Used.
S 2400 Key Performance Indicators	
S 2405 Key Performance Indicators	
S 2405.1	Not Used.

S 2500 Early <i>Contractor</i> Involvement (Option X22)	
S 2501 3D Stage 0 – Scheme Identification	
S 2501.1	Not Used.
S 2502 3D Stages 1, 2 and 3 - Early Contractor Involvement	
S 2502.1	When instructed by an Additional Work Order, the <i>Contractor</i> provides Early Contractor Involvement services.
S 2502.2	<p>Early Contractor Involvement services, are in addition to collaboration requirements described in section S 120.3 of this Scope, and include the following:</p> <ul style="list-style-type: none"> • supporting assessment of options and selection of the preferred solution, • working in collaboration with the <i>Client</i> and Others to develop, optimise and value engineer the preferred solution, • supporting the production of the detailed design and • providing buildability, construction planning advice and identify opportunities for achieving efficiencies.
S 2505 Stage One and Stage Two	
S 2505.1	<p>Stage One (referred to in the <i>conditions of contract</i> at X22.1(3)), comprises 3D Stages 1 to 4.</p> <p>Stage Two (referred to in the <i>conditions of contract</i> at X22.1(3)) comprises 3D Stages 5 and 6.</p>
S 2505.2	<p>Completion of a 3D Stage is when the <i>Contractor</i> has delivered all necessary 3D Stage products and achieved 3D Stage Gate completion i.e. signed by the Senior Responsible Officer (SRO) for the respective 3D Stages and these have been accepted by the <i>Project Manager</i>.</p> <p>A reason for the <i>Project Manager</i> not accepting the signed off stage completion</p>

	<p>is that it does not comply with the contract.</p> <p>The <i>Contractor</i> completes any actions so that the submission complies with the contract and resubmits to the <i>Project Manager</i> for acceptance within one week or a longer period assessed by the <i>Project Manager</i>.</p>
S 2505.3	Notice to proceed to construction is an instruction given by the <i>Project Manager</i> for the <i>Contractor</i> to proceed with Stage Two (3D Stages 5 and 6).
S 2510 Budget	
S 2510.1	No additional requirements or constraints for Budget.
S 2514 Stage One Forecasts	
S 2514.1	No other specific requirements or constraints needed.
S 2515 Forecasts	
S 2515.1	Forecasts are provided in line with the requirements of the 3D Scheme Delivery Process.
S 2520 Pricing Information	
S 2520.1	No other specific requirements or constraints needed.
S 2525 Total of the Prices	
S 2525.1	No other specific requirements or constraints needed.
S 2530 Agreement of the Prices for Stage Two	
S 2530.1	The process for determining the total of the Prices is included in the Framework Information section 7.2.
S 2530.2	No other specific requirements or constraints needed.
S 2535 Stage One Design Submission Procedures and Acceptance Criteria	
S 2535.1	Design submission procedure and acceptance criteria are in line with the requirements of the 3D Scheme Delivery Process.
S 2540 Stage One <i>Client</i> Requirements	
S 2540.1	No other specific requirements or constraints needed.
S 2545 Stage One Design Approvals from Others	
S 2545.1	No other specific requirements or constraints needed.

S 2550 Stage One Performance Requirements	
S 2550.1	No other specific requirements or constraints needed.
S 2600 Project Bank Account (PBA) (Option Y(UK)1)	
S 2600 Project Bank Account	
S 2600.1	Refer to Framework Information section 9.60.
S 2605 Adding a Named Supplier	
S 2605.1	Refer to Framework Information paragraph 7.2.4.
S 2610 Project Bank Account (PBA) Tracker	
S 2610.1	Refer to Framework Information section 9.61.
S 2700 Client's Work Specifications and Drawings	
S 2705 Client's Work Specification	
S 2705.1	The work specification is contained in the Specification detailed below and in the Additional Work Order.
S 2705.2	Specification
S 2705.2.1	The <i>Contractor</i> complies with the "Specification" (see link in Appendix 02) at the Contract Date.
S 2705.2.2	Where any of the numbered appendices may conflict or are inconsistent with any provision of the "Specification for Highway Works" (SHW) the numbered appendices always prevail (see link in Appendix 02).
S 2705.2.3	Any reference in the Scope or Specification to a paragraph (clause) number or appendix in the Specification is deemed to refer to the corresponding substitute paragraph (clause) number or appendix listed in appendices 0/1 or 0/2.
S 2705.2.4	Where a paragraph (clause) in the Specification is altered, any original table/ figure referred to in the paragraph (clause) applies unless the table/ figure is also altered. Where a table/ figure is altered any reference in a paragraph (clause) to the original table/ figure applies to the altered table/ figure.
S 2705.3	Design Standard
S 2705.3.1	As a minimum, the <i>Contractor</i> complies with the "Design Manual for Roads and Bridges (DMRB)" (see link in Appendix 02) and all mandatory documents listed in Appendix 02 .

S 2710 Drawings	
S 2710.1	The drawings are listed in appendix 0/4 of the Specification.
S 2800 Designated Funds – <i>Contractor's</i> Proposals	
S 2800.1	<p>The <i>Project Manager</i> may request the <i>Contractor</i> to submit a proposal for the development of an Innovation to deliver a designated funds initiative.</p> <p>The <i>Project Manager</i> provides to the <i>Contractor</i> a brief</p> <ul style="list-style-type: none"> • describing the Innovation and its linkage to the subject-matter of the contract, • stating when the Innovation is to be deployed and, if appropriate, removed from the Working Areas and • indicating the desired outcome and the outputs to be produced by the <i>Contractor</i>.
S 2800.2	Before submitting the draft proposal and if requested by the <i>Project Manager</i> , the <i>Contractor</i> attends a meeting to discuss the developing proposal and potential products.
S 2800.3	The <i>Contractor</i> submits the proposal to the <i>Project Manager</i> for acceptance within two weeks of the request or such other period as the <i>Project Manager</i> agrees. The proposal includes any necessary changes to the Scope.
S 2800.4	The <i>Project Manager</i> replies to the proposal within two weeks. A reason for not accepting the <i>Contractor's</i> proposal is stated by the <i>Project Manager</i> . The <i>Contractor</i> submits a revised proposal taking account of the reasons to the <i>Project Manager</i> for acceptance within one week.
S 2800.5	If the <i>Project Manager</i> accepts the proposal, the <i>Project Manager</i> instructs the development of the Innovation as a change to the Scope.
S 2800.6	The <i>Contractor</i> identifies separately in each application for payment the part of the Price for Work Done to Date that is attributable to the development of each Innovation. The <i>Contractor</i> provides any associated payment details requested by the <i>Project Manager</i> .