

S 271.5.1	<p>The ESP is comprised of four sections</p> <ul style="list-style-type: none"> <li>• section 1 - Workforce Planning and Development Data,</li> <li>• section 2 - Methodology,</li> <li>• section 3 - Statement of Outputs and</li> <li>• section 4 – Implementation Action Plan.</li> </ul>
S 271.5.2	Section 1 – Workforce Planning and Development Data
S 271.5.2.1	<p>This section includes analysis and reports on workforce planning and development data for the Scope. This analysis includes as a minimum</p> <ul style="list-style-type: none"> <li>• an assessment of supply and demand of people capacity and capability needed to deliver the <i>works</i> including through its supply chain (at any stage of remoteness from the <i>Client</i>),</li> <li>• a forecast of annual gaps in people capacity and capability for the duration of the <i>works</i>, with quarterly updates and identification of those gaps that are critical using the “occupational descriptors” (see link in <b>Annex 02</b>),</li> <li>• a baseline workforce diversity profile,</li> <li>• an assessment of market intelligence on supply of labour within the market and</li> <li>• preferred employment and skills solutions to address capacity and skills gaps.</li> </ul>
S 271.5.3	Section 2 - Methodology
S 271.5.3.1	<p>This section describes</p> <ul style="list-style-type: none"> <li>• how the commitments in the Quality Statement are to be delivered and built on,</li> <li>• how the <i>Contractor</i> community (trade contractors, subcontractors, partners working on the contract) have been engaged in the development, and their support secured for subsequent delivery of the ESP and</li> <li>• how the target outputs as set out in the ESP have been identified.</li> </ul>
S 271.5.4	Section 3 – Statement of Outputs
S 271.5.4.1	<p>This section includes a statement of all outputs to be delivered as part of the ESP. This includes</p> <ul style="list-style-type: none"> <li>• accreditation as a “National Skills Academy for Construction” (see link in <b>Annex 02</b>),</li> <li>• improvement in its inclusive recruitment capability verified by a recognised inclusive recruitment specialist,</li> <li>• the greater of either <ul style="list-style-type: none"> <li>○ one apprenticeship for every £5M by which the Price for Work Done to Date is forecast to or changes (whichever is the greater)</li> <li>or</li> </ul> </li> </ul>

- 2.5% of the total workforce forecast to be or actually engaged on the contract (whichever is greater),
- quantification of each of the outputs scheduled in table 1 below, influenced by the needs of the *works*, the context and how these will be delivered and
- in delivering on the apprenticeship targets, the *Contractor* assists the *Client* in its commitment to increasing the diversity of the sector's workforce and to contributing to achieving the "Transport Infrastructure Skills Strategy: Building Sustainable Skills" ambition of
  - 20% of new entrants to engineering and technical apprenticeships to be female by 2020, achieving parity with the working population by 2030,
  - meeting the government's target for the number of Black, Asian and Minority Ethnic candidates undertaking apprenticeships and
  - identification and quantification of any additional outputs not scheduled in Table 1 and how these will be delivered.

TABLE 1: OUTPUT TYPE, PRIORITY & DEFINITION		
Output type	Priority Area	Definition
<b>Worklessness</b>		
Workless job start (26 weeks sustained)		A new job start, sustained for at least 26 weeks, where the candidate was previously workless prior to being employed.
Workless graduate job start		A graduate job start where the candidate was previously workless.
<b>Apprenticeships</b>		
Apprenticeship start	One	New Staff recruited as an apprentice into the workforce and enrolled on an approved " <a href="#">Apprenticeship Standard</a> " (see link in <b>Annex 02</b> ) relevant to the delivery of the <i>works</i> .
Existing apprenticeship		An existing member of Staff who is enrolled onto an approved apprenticeship standard to up skill the workforce.
<b>Job Creation</b>		

Job start		A new job start for an individual recruited because of the contract. This could include a graduate job start (non workless).
<b>Educational/Career Support</b>		
Placement position		A position intended to enable an individual to learn, develop or enhance their knowledge and skills in an industry or job role by providing a short work experience placement.
Professional status attainment		Number of individuals supported to attain professional registration and status in agreed critical skills shortage disciplines at no cost to the individual. This includes registration at technician, incorporated and chartered levels.
Sector skills qualifications attainment		Number of individuals supported to attain technical or occupational skills relevant to the delivery of the works at no cost the individual. This includes National Vocational Qualifications (NVQs), health and safety qualifications and leadership qualifications.
School engagement		Education activities that enhance the reputation of the sector and support schools and school students by raising awareness of and interest in the educational and employment opportunities in the industry.

S 271.5.4.2 The following output assists the *Contractor* in achieving the objective

1. shared training initiatives such as “[Shared Apprenticeship Schemes](#)” (see link in **Annex 02**).

S 271.5.5 Section 4 – Implementation Action Plan (ImAP)

S 271.5.5.1 This section is an action plan detailing

- the actions the *Contractor* plans to take to deliver on the objectives,
- what the milestones are to complete these actions,
- when these milestones are to be delivered,

- what outputs and outcomes it expects to achieve and
- who is responsible for delivering each action.

S 271.5.5.2 The ImAP details

- how compliance is supported, managed and monitored throughout the *Contractor* and its supply chain (at any stage of remoteness from the *Client*) working on the contract,
- how the effectiveness of the ImAP is evaluated, lessons learned, captured and shared to improve employment and skills practice by the *Contractor* for the contract and for future contracts and
- how the *Contractor* intends to build capability to deliver inclusive recruitment.

S 271.5.5.3 In relation to improving inclusive recruitment capability, the ImAP includes how the *Contractor*

- reviews attraction and recruitment policies and procedures to ensure the eradication of practices that
  - are discriminatory,
  - create unfair conditions of employment or
  - create unequal rates of pay that cannot be justified,
- identifies and removes existing and potential barriers, as outlined in “Recruiting for Success” (see link in **Annex 02**), which result in disproportionate impacts at different stages of the recruitment process (job design, role descriptions, job adverts, application, shortlisting, interview and hire) whether by the *Contractor* or its supply chain (at any stage of remoteness from the *Client*),
- engages in outreach activity and publicises vacancies to encourage applicants from a diverse range of groups. This includes how the *Contractor* analyses the local demographic and works with relevant partners to ensure that employment opportunities contribute as effectively as possible to local economic growth and that the workforce used to Provide the Works becomes increasingly reflective of the diverse communities served by the *works*,
- quantitatively and qualitatively monitors and reports on the effectiveness of its attraction, recruitment and promotion activity by protected characteristics,
- gains external verification from a recognised inclusive recruitment specialist of the inclusiveness of its recruitment practice,
- reviews and supports each of its subcontractors to adopt and implement an inclusive attraction and recruitment policy and action plan in respect of its respective workforces engaged in the performance of the contract and
- collaborates with the *Client* and other suppliers to effectively share good practice, learn from experience and find new ways to attract and recruit a workforce that reflects the diverse communities to be served by the Road Period.

S 271.6	Workforce Planning template and guidance
S 271.6.1	<p>The workforce planning annual report consists of the following two sections</p> <ul style="list-style-type: none"> <li>• progress in the previous 12 months and current position and</li> <li>• plan for the next 12 months.</li> </ul>
S 271.6.2	<p>Progress and current position</p> <ul style="list-style-type: none"> <li>• An assessment of the <i>Contractor's</i> performance against targets set for the last 12 months with supporting evidence and details explaining any variance from the plan,</li> <li>• a workforce diversity profile showing change in the past 12 months and any variance from the plan,</li> <li>• a revised assessment of supply and demand people capacity and capability needed to deliver the <i>works</i> including through its supply chain (at any stage of remoteness from the <i>Client</i>) and</li> <li>• a revised assessment of market intelligence on supply of labour within the market.</li> </ul>
S 271.6.3	<p>Plan for the next 12 months</p> <ul style="list-style-type: none"> <li>• a revised forecast of annual gaps in people capacity and capability,</li> <li>• an update of preferred employment and skills solutions to address capacity and skills gaps,</li> <li>• a forecast of annual gaps in people capacity and capability for the duration of the <i>works</i>, with quarterly updates and identification of those gaps that are critical using the “occupational descriptors” (see link in <b>Annex 02</b>) and</li> <li>• a narrative explaining the changes that have been proposed and how they will deliver the intended results.</li> </ul>
S 271.7	Reporting template and guidance for apprenticeships
S 271.7.1	<p>The <i>Contractor</i> ensures that the <i>Project Manager</i> can identify all apprentices individually appointed under the requirements of the contract. The <i>Contractor</i> provides a rolling three-month monitoring report to the <i>Project Manager</i> within five working days of the start of each calendar month detailing performance against the annual proposal in respect of each apprentice appointed (or proposed to be appointed) under the contract but who has not completed the apprenticeship, including</p> <ul style="list-style-type: none"> <li>• number of apprenticeships to be started that month,</li> <li>• actual and planned start dates for existing and proposed apprenticeships,</li> <li>• postcode of workplace,</li> <li>• gender,</li> <li>• ethnicity,</li> <li>• level of apprenticeship (1 – 7) in accordance with Table 2 below as set out in the UK Government’s “A guide to apprenticeships” publication of March 2019 (and as amended),</li> </ul>

- apprenticeship framework or standard,
- occupation of apprenticeship (reported against the “Standard Occupation Classification (SOC) 2020 codes”),
- category of apprenticeship,
- planned apprenticeship finish date,
- whether the apprentice is still engaged on Providing the Works and
- national insurance number.

Table 2 – Description of apprenticeship levels		
Name	Level	Equivalent educational level
Intermediate	2	5 GCSE passes at grade A*-C or 9-4
Advanced	3	2 A level passes/ Level 3 Diploma/ International Baccalaureate
Higher	4, 5, 6 and 7	Foundation degree and above
Degree	6 and 7	Bachelor’s or master’s degree

S 271.7.2 The *Contractor* submits its return using the “Apprenticeship data collection form” (see link in **Annex 02**).

**S 272 Behavioural attributes (not used)**

**S 273 Strategic Alignment Review Tool (StART) (not used)**

**S 274 Project Control Framework (PCF) (not used)**

**S 275 Equipment, Plants and Materials**

S 275.1 The *Contractor* removes Plant and Materials from the Working Areas (with the *Project Manager’s* permission) when they are no longer needed to Provide the Works.

S 275.2 Not used

**S 276 Category management (not used)**

**S 277 Scheme recovery services (not used)**

**S 278 Offshoring of data**

- S 278.1 In this section Risk Assessment is a full risk assessment and security review carried out by the *Client* in accordance with the “HMG Security Policy Framework (SPF)” and the *Client’s* “Information Security Data Security Standard” (see links in **Annex 02**).
- S 278.2 The *Contractor* does not store any of the *Client’s* data that is classified as OFFICIAL (including OFFICIAL SENSITIVE) or higher in accordance with the “HMG Government Security Classifications” (see link in **Annex 02**)
- offshore or
  - in any way that it could be accessed from an offshore location
- until the *Project Manager* has confirmed to the *Contractor* that either
- the *Project Manager* has gained approval for such storage in accordance with the “Information Security Data Security Standard” or
  - such approval is not required.
- S 278.3 The *Contractor* ensures that no offshore premises are used in Providing the Works until
- such premises have passed a Risk Assessment acceptable to the *Client* or
  - the *Project Manager* confirms to the *Contractor* that no Risk Assessment is required.
- S 278.4 The *Contractor* complies with an instruction from the *Project Manager* to provide any information required to allow the *Client* to
- gain approval for storing data or allowing access to data from an offshore location in accordance with S 278.2 or
  - conduct a Risk Assessment for any premises in accordance with S 278.3.
- S 278.5 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this section.
- S 278.6 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

## S 279 Data Protection

- S 279.1 For the purposes of the contract and the “Data Protection Legislation” (see link in **Annex 02**)
- for the purposes of this section S 279 only, the *Client* is the Data Controller
  - the *Contractor* is the Processor and
  - this section constitutes a data processing agreement where required by the Data Protection Legislation.
- S 279.2 The *Contractor* processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of Providing the Works.
- S 279.3 The *Contractor* does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Legislation by either Party.
- S 279.4 The *Contractor* obtains and maintains, until Completion all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Legislation in respect of Providing the Works.
- S 279.5 The *Contractor* only processes Data to the extent that it relates to
- the types of Data,
  - the categories of Data Subject and
  - the nature and purpose
- as set out in schedule A (in **Annex 08**) and only for the duration specified in schedule A.
- S 279.6 Without prejudice to paragraph S 279.2 the *Contractor* processes the Data only in accordance with the instructions of the *Project Manager* unless the *Contractor* is required to process Data for other reasons under the laws of the United Kingdom or European Union (or a member state of the EEA) to which the *Contractor* is subject. If the *Contractor* is required to process the Data for these other reasons, it informs the *Project Manager* before carrying out the processing, unless prohibited by relevant law.
- S 279.7 The *Contractor* immediately informs the *Project Manager* if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.
- S 279.8 The *Contractor*
- implements and maintains Protective Measures which take into account the nature, scope, context and purpose of processing the Data and

- implements adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any equipment used to process the Data.

The *Contractor* ensures that its processing is in accordance with the Data Protection Legislation and protects the rights of Data Subjects.

- S 279.9 The *Contractor* submits details of its Protective Measures to the *Project Manager* for acceptance. A reason for not accepting them is that they are not appropriate to protect against a Security Incident. Acceptance (or a failure to reject) by the *Project Manager* does not amount to acceptance by the *Client* of the adequacy of the Protective Measures.
- S 279.10 The *Contractor* ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in this section and section S 210 (“Confidentiality”) and are aware of the *Contractor’s* obligations under the contract and the Data Protection Legislation.
- S 279.11 The *Contractor* ensures that access to the Data is limited to those persons who need access in order for the *Contractor* to Provide the Works and (in each case) to such parts of the Data as are strictly necessary for the performance of that person’s duties.
- S 279.12 Not used.
- S 279.13 On request, the *Contractor*, takes all necessary actions and provides the *Project Manager* with all reasonable assistance necessary for the *Client* to comply with a Data Subject Access Request.
- S 279.14 The *Contractor* immediately notifies the *Project Manager* if it receives
- a Data Subject Access Request (or purported Data Subject Access Request),
  - a complaint or request relating to the *Client’s* obligations under the Data Protection Legislation or
  - a request from any Supervisory Authority for assistance or information, unless provided by relevant law.
- S 279.15 The *Contractor* assists and co-operates with the *Project Manager* in relation to any complaint or Data Subject Request received pursuant to paragraph S 279.14, including
- providing full details of the complaint or Data Subject Access Request,
  - complying with the Data Subject Request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the *Project Manager* and

- promptly providing the *Project Manager* with any Personal Data and any other information requested to enable the *Client* to respond within the time limits to the Data Subject Request.
- S 279.16      The *Contractor* does not process the Data outside the EEA (other than in the United Kingdom) without the acceptance of the *Project Manager*. Where the *Project Manager* accepts, the *Contractor*
- provides evidence (acceptable to the *Project Manager*) of appropriate safeguards as required by the Data Protection Legislation and
  - complies with the instructions of the *Project Manager*.
- S 279.17      The *Contractor* complies with the requirements of the *Client* and the *Project Manager* in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the *Contractor* to destroy or delete copies of the Data is subject to any law of the European Union, the United Kingdom or a member state of the EEA to which the *Contractor* is subject that requires Data to be retained.
- S 279.18      The *Contractor* notifies the *Project Manager* as soon as it becomes aware of a Security Incident or any other breach of this section. The notification includes, as far as possible
- a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned,
  - the likely consequences of the breach and
  - the Protective Measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects.
- S 279.19      In the event of a Security Incident, the *Contractor* provides the *Project Manager* with full co-operation and assistance in dealing with the Security Incident, in particular, notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Legislation and in accordance with the instructions of the *Project Manager*.
- S 279.20      On request, the *Contractor* provides to the *Project Manager* all necessary information to demonstrate the *Contractor's* compliance with this section.
- S 279.21      The *Contractor* promptly provides all assistance and information requested by any Supervisory Authority or required by the *Project Manager* in order for the *Client* to ensure compliance with its obligations under the Data Protection Legislation, including in relation to
- security of processing,
  - preparation of any necessary Data Protection Impact Assessments and
  - undertaking any necessary data protection consultations of Supervisory Authorities.

- S 279.22 The *Contractor* maintains electronic records of all processing activities carried out on behalf of the *Client*, including
- the information described in paragraph S 279.5,
  - the different types of processing of Data being carried out (if applicable),
  - any transfers of Data outside the EEA or the United Kingdom, identifying the relevant country or international organisations and any documentation required to demonstrate suitable safeguards and
  - a description of the technical and organisation security measures referred to in paragraph S 279.9.
- The *Contractor* makes these records available to the *Project Manager* promptly on request.
- S 279.23 Before allowing any Sub-Processor to process any Personal Data related to the contract, the *Contractor*
- notifies the *Client* in writing of the intended Sub-Processor and processing,
  - obtains the acceptance of the *Project Manager*,
  - enters into a written agreement with the Sub-Processor which gives effect to the terms set out in the contract such that they apply to the Sub-Processor and
  - provides the *Project Manager* with such information regarding the Sub-Processor as the *Project Manager* may reasonably require.
- S 279.24 The *Project Manager* may, at any time revise this section S 279 and **Annex 08** by replacing it with any applicable controller to processor standard provisions or similar terms forming part of an applicable certification scheme.
- S 279.25 The Parties agree to take account of any guidance issued by the Information Commissioner's Office.
- S 279.26 Each Party designates its own Data Protection Officer if required by the Data Protection Legislation.
- S 279.27 Not used.
- S 279.28 A failure to comply with this section S 279 is treated as a substantial failure by the *Contractor* to comply with its obligations.

## **S 280 Information security and security of systems**

### **S 280.1 General requirements**

- S 280.1.1 This section sets out the requirements in respect of Information Systems, including systems that

- are developed, procured, provided and made available to the *Client* by the *Contractor* for the purposes of performing the information requirements under the contract,
- are developed, procured and provided by the *Contractor* relating to its own corporate business and operations of performing the information requirements under the contract,
- are provided or made available by the *Client* for use by the *Contractor* for the purposes of performing the information requirements under the contract and
- are likely to be provided or made available by the *Client* for use by the *Contractor* for the purposes of performing the information requirements under the contract.

- S 280.1.2 To the extent that the *Contractor* is required to create or maintain any information under the contract in electronic format, the *Contractor* ensures that, at all times
- such a format is agreed with the *Client*,
  - such information is maintained to allow fast and efficient electronic transfer of information to the *Client* or Others
    - without additional costs to the *Client* or Others
    - the need for complex, expensive procedures or processes, and
    - in any event in such format as complies with the *Client's* requirements for such transfer,
  - such information is backed-up and copies are held in off-site storage in accordance with procedures agreed with the *Client* and
  - it implements and complies with (and ensures that its subcontractors implement and comply with) all procedures for information back-up and off-site storage referred to in this paragraph.
- S 280.1.3 The *Contractor* maintains all its Information Systems so as to enable its segregation from any other computer or electronic storage devices, systems, materials or information of the *Contractor* and transfer to the *Client* or an Incoming *Contractor*, efficiently and without additional expense or delay immediately on termination or expiry of the contract.
- S 280.1.4 The *Contractor* complies with the information management system (IMS), (See link in **Annex 02**) a platform outlining additional information for the processes of data and information requirements, which is available at <https://highwaysengland.co.uk/ims>.
- S 280.2 *Contractor Information Systems*
- S 280.2.1 The *Contractor* at the *starting date*

- has in place and provides or makes available to the *Client*, appropriate Information Systems (and relevant hardware required to use such Information Systems) of the type set out in section S 280.9 and S 280.10, to comply with the *Client* information requirements and the contract management information requirements,
- has in place Information Systems (electronic or otherwise) of the type set out in the non-exhaustive list in Table 1, to comply with the *Contractor* information requirements concerning its own corporate business and operations and
- has proof of compliance with the “Her Majesty’s Government (HMG) Security Policy Framework” (SPF) (see link in **Annex 02**) in respect of those Information Systems.

S 280.3 *Client* Information Systems and Training

S 280.3.1 Unless otherwise agreed with the *Client*, the *Contractor* uses and interfaces with the *Client*’s current systems (Table 2) and new systems (Table 3) when available.

S 280.3.2 The *Client* provides relevant training for all relevant systems provided by the *Client* that are listed in this section (Information Systems and Security).

S 280.3.3 The *Contractor* proposes a list of appropriate Staff to be trained for each requirement for acceptance by the *Project Manager*. The *Contractor* liaises with the *Project Manager* to programme the training to optimise efficiencies.

S 280.3.4 Not used

S 280.4 Access Requirements to Information Systems provided by the *Client*

S 280.4.1 Gateway access requirements

The Business Information Gateway or its successor (the Gateway) is the interface through which

- the *Contractor* is required to access the *Client*’s business IT network and the *Client* Information Systems and
- the *Client* may access one or more of the *Contractor*’s Information Systems and documents.

S 280.4.2 Unless otherwise agreed with the *Client*, the *Contractor* connects to the Gateway, using a virtual private network specified by the *Client*.

S 280.4.3 The *Contractor*

- applies, via the *Project Manager*, to the *Client* for authorisation to connect to the Gateway and connects to the Gateway in a manner to be specified by the *Client*,

- procures and pays for the installation and ongoing costs of connection of any of its premises or Information Systems to the Gateway through a telecommunications network, taking into account the data volume and the number of the Staff that it expects to use the Gateway,
- arranges suitable support and business continuity for connection to the Gateway,
- facilitates the installation and maintenance of the Gateway by the *Client* or Others,
- employs appropriate requirements and procedures, and trains its staff to operate the current systems,
- attends training in connection with the implementation, and where appropriate, the *Contractor* facilitates the implementation of New Systems and any other systems required by the *Client* and
- does not alter any documents provided by the *Client* through the Gateway (which are the exclusive property of the *Client*) without the prior agreement of the *Client*.

S 280.4.4      The *Contractor* acknowledges that

- the network technology underlying the Gateway is subject to change from time to time and
- access through and continued membership of the Gateway requires the *Contractor* to comply with (and the *Contractor* complies with)
  - applicable user access requirements,
  - HMG SPF (see link in **Annex 02**) and
  - other confidentiality, technical and security requirements set out in the contract.

S 280.4.5      The connection point to the Gateway situated at the *Contractor's* premises is located in a room that is secured from theft, damage, unauthorised or malicious use to reduce risk to the connection point by using appropriate physical security controls as set out in HMG SPF. The location remains fixed for the duration of the contract unless the *Contractor* requests and the *Client* approves a new location.

S 280.4.6      Other access requirements

- *Client* Information Systems not covered by section S 280.4.1 may be accessed through the internet via third party hosts and using relevant software applications installed on *Contractor* systems. They are not subject to the same security and related access requirements that apply to *Client* Information Systems accessed through the Gateway.
- the *Contractor* may request authorisation and other details regarding internet access to such *Client* Information Systems from the *Client*. The *Contractor* provides further information to the *Project Manager* required

for the *Client's* consideration of such a request including Staff names, locations, computer equipment to be used.

- the *Contractor* ensures that any device which is used to access or process *Client* data meets all of the security requirements set out in the National Cyber Security Centre (NCSC) "End User Devices Platform Security Guidance" (see link in **Annex 02**).

#### S 280.5 Access Requirements to Information Systems provided by the *Contractor*

S 280.5.1 The *Contractor* provides the *Client* remote access to the *Contractor's* Information Systems and related documents

- through the Gateway or
- through another interface agreed by the *Client*.

S 280.5.2 Any access required by the *Client* to systems provided by the *Contractor* is made available via the Gateway or by other remote access methods agreed by the *Client*.

#### S 280.6 *Contractor* Security and User Access

S 280.6.1 The *Contractor* ensures that all persons who use *Client* Information Systems for or on behalf of the *Contractor* comply with the *Client's* security requirements.

S 280.6.2 The *Contractor* is responsible for determining any formal application and security clearance requirements to enable the *Client* to access any Information Systems provided by the *Contractor*. The *Contractor* informs the *Client* of those requirements, including timescales, no later than four weeks after the *starting date*.

S 280.6.3 The *Contractor* immediately notifies the *Client's* IT Security Team (see link in **Annex 02**) and the help desk when Staff with access to the *Client's* IT network, are no longer Providing the Works.

S 280.6.4 The *Client* suspends any accounts if they are not used for a continuous period of six months or for Staff who are no longer Providing the Works.

S 280.6.5 The *Client* deletes any accounts if they are not used for a continuous period of thirteen months or for Staff who are no longer Providing the Works.

S 280.6.6 The *Client* immediately suspends any accounts supplied to persons who use *Client* Information Systems for or on behalf of the *Contractor* if they are

- used by anyone other than the person for whom they were created (the "authorised user"),
- they are used from a device which is not issued by the *Contractor* and
- they are used from a physical location not agreed by the *Client*.

The *Contractor* provides for acceptance by the *Project Manager*

- a formal explanation for the account's misuse and
- proposed actions to ensure that such issues do not re-occur.

Accounts suspended are not to be re-opened until the *Project Manager* has accepted the explanation and proposed actions.

In all these cases the *Client* is not liable for any financial penalty or other expense incurred as a result of the *Contractor* failing to meet its commitments.

## S 280.7 Software and Licences

S 280.7.1 The *Contractor* grants, or procures the grant of, licences required to allow the *Client* to use the Information Systems developed, procured or otherwise provided by the *Contractor* to the *Client*.

S 280.7.2 The *Contractor* has in place or procures its own licences required to use common software applications that it may require to be able to interface with, or to access *Client* Information Systems.

S 280.7.3 The *Contractor* applies to the *Client* for licences to allow the *Contractor* to use certain Information Systems provided or made available by the *Client*.

## S 280.8 Liaison and cooperation between *Client* and *Contractor*

S 280.8.1 The *Client* is adopting an Information Technology Infrastructure Library best practice approach for Information Communication and Technology (ICT) services. The *Contractor* demonstrates a formal approach to its ICT service management through the development of an ICT strategy and make its ICT strategy available to the *Client*.

## S 280.9 Systems provided by the *Contractor* to meet *Client* and Contract Management Information Requirements

### S 280.9.1 Electronic Document and Records Management

The *Contractor* develops proposals, for acceptance by the *Project Manager*, for developing an Information System that electronically manages both the electronic and physical records (including documents, records and e-mails) which are created and maintained on behalf of the *Client*. Documents and records are defined in the *Clients* record policy, a copy of which can be obtained from the *Client*.

S 280.9.2 A reason for not accepting the proposal includes

- not enabling the effective management and where applicable the disposal of records,
- preventing the *Client* to comply with its records management policy and other obligations inclusive of the Public Records Act 1985 (and amendments, see link in **Annex 02**) and

- prevention of efficient transfer of records to the *Client*.

S 280.9.3 Once accepted, the *Contractor* implements and operates an Information system for the management of electronic and physical records.

S 280.10 Information Systems provided by the *Contractor*

S 280.10.1	<b>Table 1: Information Systems as provided by the <i>Contractor</i> to fulfil the requirements of the <i>Contractor's</i> own business and effective delivery of the contract</b>	
	<b>System</b>	<b>Comment</b>
	IT and Information Security Systems	The <i>Contractor</i> implements IT and Information Security systems to protect the confidentiality, integrity, and availability of this information it handles, and have those systems independently audited. The <i>Contractor</i> aligns these systems to meet the <i>Client's</i> requirement for the services provided.
	Quality Management System	The <i>Contractor</i> implements a quality management Information System which will ensure consistency and improvement of working practices. The <i>Contractor</i> aligns its quality management Information System to meet the quality requirement used by the <i>Client</i> .
	Collaboration System	The <i>Contractor</i> fully utilises tools and software that enhance collaboration by all community partners.
	Change Control System	This Information System will manage changes to processes and systems.
	Human Resource Management System (HRMS)	The <i>Contractor</i> uses a HRMS to manage issues such as recruitment, skill sets, employee history and payroll.
	Financial Management System (FMS)	The <i>Contractor</i> uses a FMS to produce timely in-year and year-end management and accounting information.
	Project Management System	System to assist in the planning and organisation of activities in order to meet the <i>Contractor's</i> objectives.

Battery Management System (BMS) & Energy Management System (EMS)	The <i>Contractor</i> implements a battery management system and energy management system to ensure the safe and effective testing, commissioning and operation of the ESS. The <i>Contractor</i> provides suitable access to these systems, or data and/or (weekly, monthly and annual) reports generated by the system to the <i>Client</i> and the <i>MSA</i> to demonstrate safe and effective operation.
	or any revised systems notified by the <i>Project Manager</i> .

S 280.11 Current Systems provided by the *Client* to meet the contract management information requirements

S 280.11.1

Table 2 Current Systems	
Current Information System	Description
National Highways Supply Chain Portal	An internet collaboration site for the <i>Client</i> and its partners
Customer Relationship Management System (CRM)	The CRM is a Microsoft Dynamics 365 system that manages the CRM strategy to ensure long lasting relationships with the Contractor's customers. It acts as one central and consistent stakeholder / customer database where all interactions with stakeholders and associated tasks are managed on one platform. It is associated to the Confirm system.
HAMIS	The <i>Client's</i> Management Information System. Portal Information System providing access to HAGIS. A single platform for information for all directorates, from simple code look up utilities to more sophisticated forecasting and reporting tools.
HAGIS	The <i>Client's</i> Geographical Information System Stores information using the latest digital mapping, which allows users to view geographical data for a specific area of the UK by zooming in and out and using the built in Geographical Information Systems (GIS) tools

CEMAR – (Contract Event Management Analytics and Reporting)	<p>CEMAR is a cloud based NEC contract management system. It is a collaborative tool that requires the <i>Client</i> and <i>Contractor</i> to manage contract events through the system as required by good practice NEC contract management. System features include the following</p> <ul style="list-style-type: none"> <li>• contract event management through registers e.g. Early Warnings, Compensation Events, <i>Project Manager</i> Instructions and more,</li> <li>• application for payments / Invoices,</li> <li>• technical queries and Defect management and</li> <li>• general communications.</li> </ul> <p>Multiple in-built reports and charts and graphs proving reports and dashboards across one or multiple contracts to allow effective management of contracts through outputs on communication behaviour, cost, quality, risk and time.</p>
Highways Accident Reporting Tool (HART)	The HART Highways Accident Reporting Tool, allows the completion of a single accident report online, which can be submitted to several organisations.
WebDAS	WebDAS provides service providers with an easy to use front end to Departures Approvals System (DAS) for submitting departures and searching past submissions. Database of departures from the <i>Client's</i> requirements and aspects not covered by requirements, including Specification for Highway Works (SHW) specification departures.
Highways Agency Geotechnical Data Management System (HAGDMS)	Internet hosted and GIS based geotechnical inventory. Holds details of the National Highways geotechnical asset, together with geological maps, borehole details, and specialist reports.
Cultural Heritage Database	Part of HAGIS. Database of Cultural Heritage items.
Highways Agency Environmental Information System (HA) EnvIS	EnvIS consists of specific environmental data supplied by contractors, the <i>Client</i> and Others which is collated and displayed in a read only format in the Highways Agency Geographical Information System (HAGIS). This data is used to assist in managing the environment, within and surrounding the trunk road network, and in the review and reporting of the environmental performance of the <i>Contractor</i> and the <i>Client</i> and Others.
PBA Web Portal	Cost intelligence tool for capturing payments to tier 2 suppliers from Project Bank Accounts on live contracts.

S 280.12 New Systems to be used by the *Contractor* when made available

S 280.12.1	<b>Table 3 New Systems</b>	
	<b>New Information System</b>	<b>Description</b>
	Financial System	The <i>Client's</i> new finance and accounting Information System which supports major business transaction processing requirements.
	Emergency Services Network (ESN)	ESN will provide 'next generation integrated critical voice and broadband data services' and will replace Airwave.
	Green Claims	System to enable the electronic submission of Green Claims information.
	Performance Management Information System	The <i>Client</i> may introduce a Performance Management Information System (PMIS) or other system for recording and reporting against the relevant requirements. When/ if provided, the <i>Contractor</i> provides performance data directly into the PMIS.
	Finance and Works Management System (PB Confirm)	<p>The <i>Client</i> intends to introduce a Finance and Works Management System which will be used to raise and manage works orders.</p> <p>The <i>Contractor</i> uses the system and provides such information to the <i>Client</i> as required to evidence the <i>works</i> provided and costs incurred to Provide the Works.</p>

## Information Security

S 280.13 Security Plan

S 280.13.1 The *Contractor* prepares a robust information security plan complying with the *Client's* information security requirements and submits it to the *Project Manager* for acceptance. The *Contractor* includes the security plan in its quality management system. The security plan complies with the requirements of ISO/IEC27001 and ISO/IEC27002 (see link in **Annex 02**) and includes procedures which

- ensure compliance with the Data Protection Legislation,
- protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
- ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,

- protect IT systems from viruses and similar threats,
  - provide for disaster recovery, and in particular ensure that the Personal Data is safely backed-up and
  - provide for the vetting of its employees and Subcontractors' staff in accordance with the *Client's* staff vetting procedures.
- S 280.13.2 The *Contractor* provides training for its employees and Subcontractors in accordance with the security plan.
- S 280.13.3 The *Contractor* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Works. The *Contractor* implements measures to prevent the disclosure of such information by its employees or Subcontractors.
- S 280.13.4 The *Client's* security policy is set out in the IMS (see link in **Annex 02**).
- S 280.13.5 On Completion, termination or if requested by the *Project Manager*, the *Contractor* gives to the *Project Manager* all Personal Data held by them in a format specified by the *Project Manager* (or any subcontractor at any stage of remoteness from the *Client* and Sub-Processor) and destroys, and procures any Subcontractor (at any stage of remoteness from the *Client*) and any Sub-Processor destroys, any electronic and paper copies of such data in a secure manner.
- S 280.13.6 Where the *Contractor* obtains or collects Personal Data on behalf of the *Client*, the *Contractor*
- provides to Data Subjects a data protection notice in a form accepted by the *Project Manager* informing the Data Subject of the identity of the *Client*, the identity of any data protection nominated lead it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and
  - where applicable, obtains all necessary consents for the processing of Personal Data.
- S 280.13.7 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.
- S 280.13.8 Not used.
- S 280.13.9 The *Contractor* ensures that any information systems used for battery or energy management are protected, monitored and suitably isolated to ensure the integrity of data and control systems, and the availability of the energy storage systems.

S 280.14	Data Collection System
S 280.14.1	The <i>Contractor</i> captures all costs within a data collection system identified by the <i>Client</i> in work breakdown structure (WBS) form as a minimum for use on the contract in respect of applications for payment.
S 280.14.2	If the <i>Client</i> 's minimum requirements for the <i>Contractor</i> 's data collection system are not met, the <i>Contractor</i> is required to effect such modifications or enhancements to its own data collection system, or those of its supply chain, as are required, to meet the <i>Client</i> 's requirements.
S 280.15	Data Handling Requirements
S 280.15.1	<p>The <i>Contractor</i> complies with the <i>Client</i>'s data handling policy (see link in <b>Annex 02</b>) when working on the <i>Client</i>'s systems or handling the <i>Client</i>'s data.</p> <p>Prior to processing personal data on behalf of the <i>Client</i>, the <i>Contractor</i> submits a security plan to the <i>Project Manager</i> for acceptance that complies with the requirements of "ISO/IEC27001" and "ISO/IEC27002" (see link in <b>Annex 02</b>).</p>
S 280.15.2	A system on which the <i>Contractor</i> holds any <i>Client</i> 's data, including back-up data, is a secure system that complies with the security policy.
S 280.16	Breach of Security
S 280.16.1	<p>"Breach of security" is the occurrence of</p> <ul style="list-style-type: none"> <li>any unauthorised access to or use of the Information Systems, the <i>Client</i> Premises, the Sites, the Service Provider System, the <i>Client</i> System (to the extent that it is under the control of the <i>Contractor</i>) and/or any IT, information or data (including the confidential information and the <i>Client</i> Data) used by the <i>Client</i> and/or the <i>Contractor</i> in connection with the contract or</li> <li>the loss (physical or otherwise), corruption and/or unauthorised disclosure of any information or data (including the confidential information and the <i>Client</i> Data), including any copies of such information or data, used by the <i>Client</i> and/or the <i>Contractor</i> in connection with the contract.</li> </ul>
S 280.16.2	The <i>Contractor</i> develops and maintain a Security Incident management and reporting policy in accordance with the Customer's "Information Security Incident Management Requirements" (see link in <b>Annex 02</b> ) and "ISO27001". The <i>Contractor</i> makes a full log of Security Incidents available to the <i>Project Manager</i> on request, and in any case on a quarterly basis. All Security Incidents defined as a Major Incident will be reported to the <i>Project Manager</i> as soon as practicable (in any case within twenty-four (24) hours of the <i>Contractor</i> becoming aware of the Incident).

- S 280.16.3 The “Security Incident Management Process” (see link in **Annex 02**), as a minimum, requires the *Contractor* upon becoming aware of a breach of security or an attempted breach of security to
- immediately take all reasonable steps (which includes any action or changes reasonably required by the *Project Manager* which will be completed within such timescales as the *Project Manager* may reasonably require) necessary to
    - minimise the extent of actual or potential harm caused by such breach of Security,
    - remedy such breach of security to the extent possible and protect the integrity of the Information System against any such potential or future attempt of breach of security,
    - apply a tested mitigation against any such breach of Security or potential or attempted breach of security and, provided that reasonable testing has been undertaken by the *Contractor*, if the mitigation adversely affects the *Contractor's* ability to deliver the Services so as to meet any Performance Indicator, the *Contractor* is granted relief against the failure to meet such affected Performance Indicator for such period as the *Project Manager*, acting reasonably, may specify by written notice to the Service Provider and
    - prevent a further breach of security or attempted breach of security in the future exploiting the same root cause failure,
  - as soon as reasonably practicable and, in any event, within 2 working days, following the breach of security or attempted breach of security, provide to the *Project Manager* full details of the breach of security or attempted breach of security, including a root cause analysis where required by the *Project Manager*.
- S 280.16.4 In the event that any action is taken in response to a breach of security or attempted breach of security which occurred as a result of non-compliance of the information security management system (ISMS) outlined in ISO 27001 and the risk management with the Baseline Personnel Security standard outlined in the HMG SPF or the contract, then such action and any required change to the Information System or risk management will be completed by the *Contractor* at no cost to the *Client*. (see links in **Annex 02**).

## S 300 Contractor's Design

### S 305 Design responsibility

- S 305.1 The *Contractor* is responsible for all aspects of the design required for the delivery of the *works*.
- The design provided by the *Contractor* includes, but not be limited to the following;

- design of the ESS
- design of the electrical scheme including the connection to the low voltage (LV) supply, earthing and fault protection
- design of a 11kV to 400V substation if required at any Site.
- design of the HPEVCP interface including the electrical scheme connecting the ESS to the HPEVCP interface (physical and software/communications)
- design of the security systems
- design of the physical protection systems (crash protection etc.)
- design of the fire protection systems
- provision of a fire risk assessment and management plan
- design of the energy management systems
- design of all civil works that are required for the installation of the ESS, connection to the LV supply and reinstatement of the Site area to complete the *works*.
- design of any aspects required for local authority applications, including planning consent and DNO approval.

The *Contractor* adheres to all relevant standards and lists the standards within their design submission. The standards include, but not be limited to the following

- BS EN 50549 – “Requirements for generating plants to be connected in parallel with distribution networks - Connection to a LV distribution network”
- Energy Networks Association’s Engineering Recommendation G99 (ENA EREC G99) – “Requirements for the connection of generation equipment in parallel with public distribution networks on or after 27 April 2019”
- Energy Networks Association’s Engineering Recommendation G100 (ENA EREC G100) – “Technical Requirements for Customer Export Limiting Schemes”
- BS7671 – “Requirements for electrical installations (18<sup>th</sup> Edition)”
- “The Grid Code - technical requirements for connecting to and using the National Electricity Transmission System (NETS)”
- BS 7430 – “Code of practice for protective earthing of electrical installations”
- “SI 2006 No. 3418 UK EMC Regulations”
- BS EN 60529 – “Degrees of Protection Provided by Enclosures (IP Code)”

- BS EN 61439 – “Low-voltage switchgear and control gear assemblies”
- BS EN 54 – “Fire detection & alarm systems”
- BS 5839 – “Fire detection & alarm systems for buildings”
- BS 5306 – “Fire extinguishing installations”
- “The Regulatory Reform (Fire Safety) Order 2005, No. 1541, UK Parliament”
- “IET Code of Practice for Electrical Energy Storage Systems, 2nd Edition”

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

### S 310 Design submission procedures and acceptance criteria

- S 310.1 The *Contractor* provides a design and check certificate when it submits its design to the *Project Manager* for acceptance. The design certificate is signed by an appropriately qualified and experienced engineer other than the engineer who prepared the design. The *Contractor* submits to the *Project Manager* the name of the person responsible for carrying out a check of the design. The person named has experience in the checking of designs similar to the one proposed for the contract.
- S 310.2 The *Contractor* follows the procedures for submitting designs for acceptance to the *Project Manager*. In accordance NEC4 ECC clause 21.2.

### S 315 Design approval from Others

- S 315.1 The *Contractor* supports the MSA Operator in making both “Energy Networks Association’s Engineering Recommendation G99” applications and planning submissions and “Energy Networks Association’s Engineering Recommendation G100” where applicable (see links in **Annex 02**).

### S 320 Client’s requirements (for the parts of the works to be designed by the Contractor)

- S 320.1 The *Contractor* considers operations and maintenance in the design process to ensure it minimises the requirement for maintenance where possible. Where maintenance is required, this should be accessible and aligned to Health and Safety guidelines in **Annex 02**.

### S 325 Design co-ordination

- S 325.1 The *Contractor* complies with the procedures and processes specified by the *Client*.
- The *Contractor* is required to co-ordinate with the following stakeholders in preparing its detailed designs:
- the MSA Operator
  - the local Electricity distribution network operator (DNO)

- any *Charging Point operators* appointed by the MSA Operator
- at each Site, all stakeholders necessary to deliver, maintain and operate the ESS safely (including, but not limited to gas network operators, water and sewage companies and Network Rail).

### S 326 Alternative design (not used)

### S 330 Requirements of Others

S 330.1 The *Contractor* supports the MSA Operators' application for planning consent by the provision of appropriate drawings and other technical information.

The *Contractor* supports the ENA EREC G99 application process (and the ENA EREC G100 application where applicable) by the provision of appropriate technical information and support based on previous experience of this process.

### S 335 Using the *Contractor's* design

S 335.1 The *Client* reserves the right to use or copy the *Contractor's* design for the following purposes

- relocating the ESS to another MSA or a site belonging to the Client
- replicating the generic design and operating principles at other MSAs, service areas on the strategic road network or sites belonging to the *Client*.

### S 336 Access to information following Completion

S 336.1 Not used.

### S 340 *Client's* requirements (for the design of Equipment) (not used)

### S 400 Completion

### S 405 Completion definition

S 405.1 Mechanical Completion is when the ESS is complete less the integration with the HPEVCP but after load testing. To achieve this the *Contractor* completes, but not limited to:

- connects the ESS to the DNO supply
- makes good on any *works* connecting the DNO supply with the ESS
- completes all work establishing the ESS on its site including protection of the ESS
- completes the preparation and interface to connect to the HPEVCPs including making good where required
- load tests the ESS to ensure it can deliver the required power to the HPEVCP and be recharged from the DNO supply

- completes the training requirements as stipulated in section S 415
- completes the documentation as listed in section S 445.

Sectional Completion is when integration of the ESS with the HPEVCP has occurred and been successfully tested at an MSA. To achieve this the *Contractor* completes all tasks listed in section S 410.1.

The *Contractor* is responsible for achieving Sectional Completion. If the HPEVCP are not ready, then Mechanical Completion may be met in the interim. Following confirmation by the *Project Manager* that the HPEVCPs have been installed the *Contractor* is obligated to return to Site within 4 weeks of the HPEVCPs being installed to achieve Sectional Completion. The completion date for each section of the *works* (each *Site*) will be provided by the *Contractor* in the Accepted Programme. Enabling the *Contractor* to propose an optimised programme for delivery of the sites.

S 405.2 Completion is achieved once the *Contractor* has completed all work required under the Scope and has achieved the final decommissioning date.

S 405.3 The activities and documents in S 445 (Documents) are to be completed and accepted by the *Project Manager*. Please note that the *Client* 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 *Contractor* complies with NEC4 ECC Option X5.

Each *Agreed Site* is considered a *section*.

The *Contractor* completes all tests as defined in the ITPs (Section S700) before all Sites are accepted.

The *Contractor* undertakes integrated testing with the HPEVCP supplier before each Site is accepted.

All tests are undertaken to the satisfaction of the *Project Manager*.

The *Contractor* provides copies of all completed test documentation to the *Project Manager* before any Sites are accepted.

The *Contractor* completes all defect rectification *works* before all Sites are accepted.

The *Contractor* demonstrates the agreed performance reporting methods to the *Project Manager* before any Sites are accepted.

The *Contractor* provides copies of the operational and maintenance manuals before any Sites are accepted.

The *Contractor* completes all training sessions before all Sites are accepted.

The *Contractor* clears all waste materials from Site and makes good any ground works/building works before all Sites are accepted.

The Site has been cleaned to the standard accepted by the *Project Manager* in section S 235.1.

S 410.2 Not used.

#### **S 415 Training**

S 415.1 The *Contractor* provides any required training of MSA Operator's staff to enable them to deliver any routine or essential housekeeping tasks and emergency procedures. This training is provided before Sectional Completion of each Site.

The *Contractor* provides training for *Client* and MSA Operator's staff to access and use any data and information systems to assess and report on the performance of ESS delivered under this contract. This training is provided within 4 weeks of Sectional Completion.

S 415.2 Not used.

#### **S 420 Final clean**

S 420.1 The *Contractor* ensures reinstatement and landscaping of any area outside of the Working Areas affected by the *Contractor* whilst Providing the Works. Reinstatement and landscaping are to return those areas to their original condition. The work complies with the *Client's* environmental and sustainability requirements.

#### **S 425 Security**

S 425.1 The *Contractor* is to ensure access to the ESS for MSA and National Highways staff for safety and fire procedures. Security arrangements are to be accepted by the *Project Manager* ahead of Sectional Completion of each Site.

For security reasons access to the ESS should be kept at a minimum number to safely completed all agreed tasks.

#### **S 430 Correcting Defects**

S 430.1 The *Contractor* is to complete all defects within the Site ahead of Sectional Completion.

#### **S 435 Pre-Completion arrangements**

S 435.1 The *Contractor* prepares a detailed first draft commissioning and handover plan which addresses the *Client's* requirements for take over and Sectional Completion no later than 12 weeks before the planned handover date. This plan is issued to the *Project Manager* and to Others (including relevant MSA Operator) as instructed by the *Project Manager*, for acceptance.

S 435.2 When the *Contractor* considers that a part of the *works* is complete and ready to be taken over by the *Client*, the *Contractor* signs the statement on the taking over certificate (see link in **Annex 02**) and submits it to the *Project Manager* for

certification of acceptance.

The *Contractor* complies with the electricity distribution network operator's requirements for commissioning tests, including but not limited to those set out in the connection procedures required by "Energy Networks Association Engineering Recommendation G99" (and the ENA EREC G100 application where applicable). (see link in **Annex 02**).

S 435.3 The *Contractor* provides a "Construction Compliance Certificate" for each *Section* before Sectional Completion. (See link in **Annex 02**).

S 435.4 Not used.

#### S 440 Use of the works

S 440.1 No additional requirements or constraints for use of the *works*.

#### S 445 Documents

S 445.1 The *Contractor* provides the documents required to achieve Sectional Completion at the time required by, and in accordance with, the *Client's* current procedures as detailed in S 445.3 of the Scope.

S 445.2 Not used.

S 445.3 The *Contractor* delivers to the *Project Manager* on Sectional Completion the final 'deliverable' version of any data in electronic format that allows continued access by the *Client* and is capable of transfer to the *Client's* digital environment systems. All information is catalogued and indexed. Paper original records are scanned to one of the following electronic formats

- scanned electronic image (.pdf),
- graphic electronic image in compressed (.jpg) format or
- other formats compatible with the *Client's* information systems as set out in Scope section S 280, reference documents or guidance manuals as accepted by the *Project Manager*.

S 445.4 The *Contractor* completes the following documents and activities to achieve Sectional Completion

- Health and Safety File – the *Contractor* provides a completed Health and Safety File as required under the "Construction (Design and Management) Regulations 2015" (see link in **Annex 02**),
- as built drawings – as defined within the "Construction (Design and Management) Regulations 2015" (see link in **Annex 02**), the *Contractor* submits all drawings prior to Sectional Completion,
- the *Contractor* confirm that all the *Client's* systems which require updating are populated and updated prior to Sectional Completion. Other systems may be notified to the *Contractor* prior to Sectional

Completion and the *Contractor* updates all systems notified by the *Project Manager*.

- the “Environmental Management Plan (EMP) third iteration” accepted in accordance with section S 269 of the Scope,
- the closure of non-conformity and outstanding audit actions to be ascertained by audit
- the *Contractor* is to provide the warranties for the ESS and discuss any implications with the operation and maintenance service.
- an operations and maintenance manual detailing the tasks and timescales to be completed, how the tasks are to be completed and where in the ESS they are found. The manual should also state any pre-training or qualifications required before conducting the maintenance tasks and
- 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 project specific requirements for documents.

#### **S 450 Handover between contractors (not used)**

#### **S 500 Programme**

#### **S 501 Programme**

S501.1 The *Contractor* provides a programme in accordance with NEC ECC clauses 31.1 and 50.8.

#### **S 502 Information to be shown on the programme**

- S 502.1 The Contractor provides:
- the *starting date*, Mechanical and Sectional Completion dates if they are different,
  - the design programme,
  - the consenting programme,
  - milestones for ordering ESS and lead times,
  - the order and timing of the operations which the *Contractor* plans to do in order to Provide the Works,
  - the order and timing of work of the *Client* and others as last agreed with them by the *Contractor* or, if not so agreed, as stated in the Scope,
  - key milestones, any integrated milestones and
  - provisions for float and procedures set out in this contract,
    - the dates when, in order to Provide the Works in accordance with its programme, the *Contractor* will need acceptances, Plant and

Materials and other things to be provided by the *Client* and information from others,

- order and timing of tests, inspections and commissioning activities, whether done by the *Contractor* or *Client* or others and
- information to be provided, who it is to be provided by, and the date by which it is to be provided.

Refer to NEC4 ECC clauses 31.1 and 50.8.

### S 503 Submitting the programme

503.1 The *Contractor* provides a narrative to the *Project Manager* for the programme to explain how the programme has been developed, with reference to the safe systems of work and include an explanation of how the *works* are delivered.

This includes:

- works sequences,
- the deployment of equipment and labour,
- the production rates used in determining durations and when assessing claimed percentage complete,
- the shifts assumed in determining durations,
- the breakdown of labour requirements by trades,
- intended working hours, and the schedule of quantities used in developed the programme,
- times assumed for approvals from critical dependencies including witness certificates (ENA EREC G99)
- times assumed for approvals from critical dependencies for ENA EREC G99 where applicable or anticipated,
- times scheduled for testing,
- how the site is secured at each stage of construction,
- how many sites will be developed concurrently,
- the approach to operations and maintenance including scheduled maintenance and servicing intervals,
- a proposal for commissioning each site, and
- additionally, the *Contractor* also submits a schedule detailing the tasks and times for decommissioning each Site.

The *Contractor* provides an updated programme of works (as per detailed in the contract) to the *Project Manager* as required. This is accompanied by a narrative report of any changes to *works* from previous submissions.

### S 504 Completion requirements

S 504.1 Not used.

### S 505 Pre-Completion arrangements

S 505.1 The *Contractor* prepares a detailed final commissioning and handover plan which addresses the *Client's* requirements for Sectional Completion no later than 4 weeks before the planned handover date. This plan is issued to the *Client* and to others as instructed by the *Client*, for acceptance.

S 505.2 The *Contractor* signs the statement on the taking over certificate (see link in **Annex 02**) and submits it to the *Client* for certification of take-over.

S 505.3 The *Contractor* provides a “construction compliance certificate” for each Site before Sectional Completion. (see link in **Annex 02**).

S 505.4 Not used.

S 505.5 Not used.

### S 506 Completion definition

S 506.1 The work to be done by the Completion Date for the whole of the *works* is all the work required by the contract.

S 506.2 Completion is achieved once the *Contractor* has completed all work required under the Scope.

S 506.3 The activities and documents in S 445 (Documents) are to be complete and accepted by the *Client*. Please note that the *Client* 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 506.4 Not used.

S 506.5 Not used.

## S 600 Quality Management

### S 605 Quality management system

S 605.1 The *Contractor* complies with and operates management systems as follows

- a quality management system complying with ISO 9001 and ISO 9004, a formal health and safety management system which complies with ISO 45001:2018 or another equivalent and relevant standard accepted by the *Project Manager*,
- operates a health and safety management system that aligns to HSG65,
- an environmental management system complying with ISO 14001,

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

- S 605.2 Where a management system is certifiable against the standards above, the *Contractor* obtains certification from a relevant UKAS accredited body (see link in **Annex 02**) within 12 weeks of the Contract Date and submits to the *Project Manager* a copy of each certificate and audit report within one week after it is obtained. The *Contractor* maintains this certification for the full duration of the contract.

#### S 610 Quality Plan

- S 610.1 The Quality Plan incorporates the Quality Submission and is sufficiently detailed to demonstrate how the *Contractor* achieves the *Client's* objectives for the contract.
- S 610.2 The *Contractor* always keeps a controlled copy of the Quality Plan available for inspection by the *Client*, the *Project Manager*, the *Supervisor* and their representatives.

#### S 615 Samples

- S 615.1 See test samples S705.3.1.

#### S 620 Audit and Nonconformities

- S 620.1 The *Contractor* carries out a programme of internal audits in accordance with the requirements of ISO 9001 (see link in **Annex 02**).
- S 620.2 The *Project Manager* may carry out audits of the *Contractor's* quality management system from time to time.
- S 620.3 The *Contractor* allows access at any time within working hours to any place where it or any subcontractor (at any stage of remoteness from the *Contractor*), carries out any work that relates to the contract for the *Project Manager* to carry out audits, to inspect work and materials and generally to investigate whether the *Contractor* is Providing the Works in accordance with the contract.
- S 620.4 The *Contractor* provides all facilities and assistance necessary to allow such audits and inspections to be carried out.
- S 620.5 Not used.
- S 620.6 Following identification of a Nonconformity the *Contractor* submits within three working days, a Nonconformity report covering
- the unique reference for the Nonconformity,
  - a brief description stating which requirement is not being fulfilled and in what way,
  - the effect both current and potential, and
  - the likely cause i.e. what aspect of the Quality Plan or compliance with the Quality Plan is not functioning properly.

- S 620.7 Following submission of a Nonconformity report the *Contractor* submits within 2 weeks to the *Project Manager* for acceptance, a Corrective Action plan covering
- the unique reference of the Nonconformity,
  - description – this could be as per the Nonconformity report or expanded,
  - details of the Corrective Action proposed,
  - categorisation of the Nonconformity into high, medium or low risk,
  - for high and medium risk, an analysis of the root cause(s) of the Nonconformity commensurate with risk i.e. what is the evidence-based underlying truth about what is causing the Nonconformity to occur,
  - what aspect of the Quality Plan needs to be addressed i.e. which of the *Contractor's* processes is not performing as required,
  - what the Corrective Action will address, for example - is it a process design that needs changing or is it an execution issue (i.e. that requires additional training, tools etc.),
  - for high and medium risk, a detailed action plan, commensurate with risk, with planned correction date and milestones – the plan should contain named individuals for the actions and for high risk the plan should nominate the relevant executive process owner from the *Contractor* to take overall accountability for the plan. A brief action plan is required for low risk,
  - method of reporting progress to the *Project Manager*,
  - the method to be used to confirm successful correction of the Nonconformity to allow that to be recorded on the Quality Management Point register. Any envisaged circumstance that will allow the *Project Manager* to confirm the correction and
  - adjustments to be made to the Quality Management System in order to prevent recurrence of the Nonconformity.
- S 620.8 The *Contractor* keeps an up to date register of Nonconformities covering the unique reference,
- date of identification,
  - identification method for example through performance management, by testing or by audit etc.,
  - date of Corrective Action plan,
  - date Nonconformity corrected (i.e. confirmed as such by the *Project Manager*),
  - traffic light type notation,
    - o red – indicates Nonconformity identified but no Corrective Action plan prepared – also where Corrective Action not complete by planned date,
    - o amber – Corrective Action plan prepared and action in progress and within planned parameters,
    - o green – Corrective Action complete and accepted by the *Project Manager*.

- the *Contractor* enters the Nonconformity onto the register within three working days from its identification.

S 620.9 The *Contractor* does not begin any Corrective Action(s) to address the nonconformity until the *Project Manager* has accepted its proposals.

S 620.10 Within one week of the *Contractor* submitting the proposed Corrective Action plan for acceptance, the *Project Manager* either accepts the proposal or notifies the *Contractor* of its reason for not accepting it.

A reason for not accepting the proposed action plan is that

- it does not adequately specify actions required to ensure that nonconformities do not recur,
- it does not comply with the contract,
- the time for completing the Corrective Action is unreasonable or
- it hinders the *Client* or Others.

S 620.11 If the *Project Manager* does not accept the proposed action plan, the *Contractor* submits a revised proposal to the *Project Manager* for acceptance within one week.

S 620.12 The *Contractor* corrects Nonconformities and takes action to eliminate the causes of actual or potential nonconformities within a time which minimises the adverse effect on the *Client* or Others and in any event before carrying out any operation the same or similar as that in respect of which the Nonconformity occurred.

S 620.13 The *Contractor* notifies the *Project Manager* when the proposed actions have been taken and provides with his notification verification that the defective part of the *works* has been corrected.

S 620.14 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

## **S 625 Quality Management Points (not used)**

## **S 626 Standards and procedures**

S 626.1 Except where otherwise directed, all materials, workmanship, designs and assessments are to comply with the *Client's* standards and procedures current at the Contract Date or, for *Contractor* designed elements, the time the relevant design certificate is signed. The current standards and procedures are identified in section S 2700 (*Client's* work specification).

S 626.2 If a standard or procedure subsequently changes, the *Contractor* complies with the revised standard or procedure if instructed by the *Project Manager*.

## S 630 Continual Improvement and Innovation

### S 630.1 Purpose and Scope

- S 630.1.1 The *Contractor* operates processes for delivering Lean Continual Improvement and Structured Innovation.

## S 635 Performance measurement

- S 635.1 The *Contractor* uses the SPaTS and non roads version of the “Collaborative Performance Framework” (CPF) (see link in **Annex 02**) in order to accurately measure its performance. The *Contractor* follows the processes set out in the “Guidance” sheet within the CPF and the relevant guidance documentation on the “Supply Chain Portal” (see link in **Annex 02**) in relation to the use of performance scores to drive improved performance.
- S 635.2 The *Contractor* uses the current version of the CPF, records performance against each of the relevant indicators in the CPF and assists the *Client* in the development of the CPF by proposing and developing ways in which improvements can be made to the CPF.
- S 635.3 The scores recorded by the *Contractor* against each CPF indicator are submitted to the *Project Manager* for moderation. Once moderated, the *Contractor* submits by return to the relevant CPF email address. The instructions for identifying the relevant CPF email address and the relevant working day in the month for submission are set out in the CPF instructions on the Supply Chain Portal.
- The first CPF covers months 1-6 from the *starting date*, and are thereafter submitted 6 monthly until the final *section* has been completed.

### Performance Review

- S 635.4 The *Contractor* undertakes a performance review addressing all aspects of performance on a 6 monthly basis, or as instructed by the *Project Manager* in accordance with the CPF.
- S 635.5 The Performance Level is 6 and is measured in accordance with the CPF.
- S 635.6 Where the *Contractor's* performance is below the Performance Level, this is treated as a substantial failure by the *Contractor* to comply with its obligations under the contract.
- S 635.7 The *Client* leads additional annual reviews to assess all aspects of *Contractor* performance and trends in performance indicators. The *Contractor* assists with any additional reviews as requested by the *Project Manager*.

## S 700 Tests and inspections

### S 705 Tests and inspections

S 705.1 The *Contractor* provides a fully detailed inspection & test plan (ITP) for acceptance by the *Project Manager* within 12 weeks of the Contract Date. The ITP is only for the Design, Build and Installation phases, the *Contractor* outlines the decommissioning ITP, which is drafted as a separate ITP. As a minimum the Design, Build and Installation ITP is to include

- name of the operation/test
- what normally goes wrong with the operation? (What are we checking for)
- list the specification or drawings the work should comply with (i.e. ENA EREC G99 and ENA EREC G100)
- state the pass/fail criteria
- state the frequency of the test
- state the format for inspection records (marked up drawings, photos, test document etc)
- state who conducts the test
- state who witnesses the test
- state who produces the records
- state if this test represents a 'hold point'

The ITP details all test procedures to be undertaken throughout the delivery of the *works* and will include both offsite and onsite testing.

The *Contractor* submits all test documentation to the *Project Manager* for approval at least 8 weeks before the test date.

The *Contractor* highlights any 'hold points' that require client approval.

The *Contractor* provides suitable test procedures and certification to ensure that the work complies with all applicable standards that includes but not be limited to

- "CE Declaration of Conformity"
- BS EN 50549 – "Requirements for generating plants to be connected in parallel with distribution networks - Connection to a LV distribution network."
- ENA EREC G99 – "Energy Networks Association Engineering

Recommendation G99”

- ENA EREC G100 – “Technical Requirements for Customer Export Limiting Schemes”
- BS 7671 – “Requirements for electrical installations (18th Edition)”

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

The *Contractor* provides all test equipment required to demonstrate that the *works* meet the applicable standards.

The *Contractor* includes for the attendance of any 3<sup>rd</sup> parties required to complete their *works*; this may include but not be limited to the following:

- independent test / certification companies
- DNO
- local authorities
- fire services

In addition, the *Contractor* includes within their programme for the attendance of both the *Client* and the MSA Operator at the required stages agreed within the ITP.

The *Contractor* makes an allowance for integrated testing with the HPEVCPs. All key dates and dependencies are included within the Accepted Programme submitted by the *Contractor*. The HPEVCPs are provided by Others.

Integrated testing includes, but not be limited to

- provision of engineering resource to commission the ESS with the HPEVCP supplier on site
- simulation of HPEVCP throttling due to constrained supply/SoC
- provision of the performance report (or cloud portal) after the tests outlining the system performance and the quality of the reporting system.

The *Contractor* is responsible for all testing required to enable connection and energisation to the local network, including any DNO requirements.

S 705.2 Tests and inspections of Plant

S 705.2.1 Not used.

S 705.3 Tests and inspections of Offsite fabrication

S 705.3.1 Subject to the contents of the agreed ITP the *Client* reserves the right to attend the test and inspection of the offsite equipment.

If the *Client* is unable to attend the offsite inspection due to travel restrictions the *Client* reserves the right to request additional evidence of the testing process which may include the provision of videos of the testing process and/or copies of test documentation and certification.

Any offsite inspections attended by the *Client* are at their cost.

All defects are rectified before the ESS is shipped to site.

**S 705.4 Tests and inspections of Installation**

S 705.4.1 The test and inspections of the installation are carried out in accordance with the agreed ITP.

The ITP includes inspections by the *Client* and/or MSA Operator during the installation works to ensure the agreed standards have been met.

The test and inspections are of particular importance in areas that impact other MSA activities, for example where the LV supply connection is installed across other areas of the site.

**S 705.5 Tests and inspections of take over**

S 705.5.1 The *Contractor* undertakes integrated testing with the MSA Operator's HPEVCP provider as part of the final testing for site acceptance.

The *Contractor* provides the MSA Operator with suitable training and documentation such that they can operate and isolate the ESS in an emergency.

The *Contractor* demonstrates as far as is reasonably practicable the operation of all site safety systems during the inspection and testing and prior to handover.

**S 705.6 Tests and Inspections of Defects correction**

S 705.6.1 The correction of any defects and subsequent inspection and testing must be subject to an agreed ITP and programme of works.

All *works* are accepted by the *Project Manager* and the MSA Operator.

The extent of the defect correction ITP and subsequent inspection and testing requirements depends on the severity of the defect and is at the discretion of the *Project Manager*.

All defects are corrected in line with the *defects correction period* set out in the contract data.

S 705.6.2 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 The *Client* reserves the right to inspect all *works* before they are covered up.

The *works* that have been subject to an inspection (and have passed) are covered up without delay.

## **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 The *Contractor* follows the procedures set out by the MSA Operator to access the site for defect correction.

All defect corrections are subject to a new ITP detailing the test and inspections to be undertaken. The *Contractor* submits the ITP to the *Project Manager* for acceptance before commencing the defect correction.

## **S 800 Management of the works**

### **S 805 Project team – Others**

S 805.1 The *Contractor* prepares and submits to the *Project Manager* for acceptance, all required management plans and within the directed timescales.

S 805.2 The *Contractor* updates all management plans as necessary to ensure that they remain current in accordance with the requirements and plans, for delivering the *works*. Updated management plans are submitted to the *Project Manager* for acceptance in accordance with the contract requirements in NEC4 ECC clause 31 for submitting the first programme, and within the timescales advised by the *Project Manager*.

S 805.3 Not used.

### **S 810 Communication system**

S 810.1 The *Contractor* provides documentation in the following formats;

- the programme is submitted in MS Project and PDF formats
- drawings are submitted in AutoCAD (or equivalent) and PDF formats
- design documentation is submitted on standard MS Office formats (word, excel, access etc) and in PDF format
- specialist design documentation to be submitted in PDF format
- images are to be provided in .jpg, .bmp, png or PDF formats
- scanned documentation is to be provided in PDF format

and in accordance with NEC4 ECC clause 13.2.

S 810.2 Not used.

## S 811 Communication

S 811.1 Not used.

## S 815 Management procedures

S 815.1 The *Contractor* includes a section on customer service in its monthly report to the *Project Manager*.

S 815.2 The *Contractor* attends the following meetings

- project board with the Office for Zero Emission Vehicles (OZEV), who are the *Client's* client, as required.
- monthly programme updates including any key risks and Early Warnings.
- attend relevant National Highways Health and Safety meetings
- any meetings directed by the *Project Manager*.

## S 816 Novation of the contract to a replacement contractor

S 816.1 If agreed by the *Client*, when the *Contractor* wishes to novate the contract to another contractor, it executes a novation agreement in the form specified in the Scope as set out in **Annex 13** and **Annex 14** (or such other form as the *Client* may reasonably require).

S 816.2 If the new contractor is a non-English or Welsh registered company, the *Contractor* gives the *Client* a legal opinion in support of the new contractor. The legal opinion requirements are set out in section S 1602 (Legal opinion).

## S 817 Records and reporting of small, medium and micro enterprises (SME)

S 817.1 For small, medium and micro enterprises (SME) employed on the contract, as defined in the table below

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

the *Contractor* reports to the *Client* each quarter from the starting date until the Completion Date

- the name of the SME,
- the category of SME (small, medium or micro),
- the value of the contract undertaken by the SME,

- the monthly amounts paid to the SME in the quarter and
- the aggregated value paid to the SME since the *starting date*.

- S 817.2 The *Contractor* acknowledges that the *Client* may
- publish the information supplied under this section, along with the *Contractor's* name and the name of the contract and
  - pass the information supplied under this section to any government department who may then publish it along with the names of the SMEs, the *Contractor's* name or the name of the contract.
- S 817.3 The *Contractor* ensures that the *conditions of contract* for each subcontractor (at any stage of remoteness to the *Client*) include
- a term allowing the *Client* to publish the information supplied under this section and
  - obligations similar to those set out in this section.

## S 820 Contractor's application for payment

- S 820.1 The *Contractor* provides a work breakdown structure (WBS) breakdown of the invoice in the format required by the *Project Manager* (see link in **Annex 02**).
- S 820.2 Not used.
- S 820.3 The *Contractor* notifies the *Project Manager* of the name and address of the *project bank*, the account name and number, the bank sort code and any other details required to make direct payments into that account.
- S 820.4 Not used.

## S 821 Earned Value Reporting

- S 821.1 Not used.
- S 821.2 The *Contractor* provides EVM performance against the WBS specified by the *Client* through the provision of the "Commercial Reporting and Monitoring System" (CRaMS) return (see link in **Annex 02**).
- S 821.3 The *Contractor* provides a verified monthly electronic "Commercial Reporting and Monitoring System" (CRaMS) return, using the current version or any replacement, to the *Project Manager* and the *Client's* performance intelligence team on the last working day of each reporting period, as specified by the *Client*.
- S 821.4 The *Contractor* arranges for its Subcontractors to make financial submissions in the same format.

## S 822 Cost verification

- S 822.1 The *Contractor* allows the *Client* (or a forensic cost verification Contractor engaged by the *Client*) 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 *Client* 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 *Contractor* obtains agreement from the data subject for the review of Personal Data within the Working Areas for verification.
- S 822.4 Not used.

## S 823 Provision of Price information

- S 823.1 The outline requirements for cost capture are detailed below.  
Data to be supplied by the *Contractor* includes
- the Commercial workbook
  - resource rate build ups and schedules,
  - subcontractor comparison sheets,
  - full set of successful Subcontractors' quotations,
  - a summary of all successful Subcontractors' quotations on a template provided by the *Project Manager*,
  - clause 31 programme in .pdf format,
  - the full set of drawings used and
  - Early Warnings Register.
- S 823.2 Data to be supplied by the *Contractor* after Sectional Completion includes
- 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.

## S 825 Commissioning report

- S 825.1 The *Contractor* submits a commissioning report to the *Project Manager* within two (2) weeks of the *starting date*. The commissioning report contains a summary of
- a description of the *Contractor's* proposed method for Providing the Works (NEC4 ECC clauses 20 and 31) as included in the first

programme, or, if not yet submitted, intended to be included in the first programme,

- the *Contractor's* programme (NEC4 ECC clause 31) or, if not yet submitted, the intended first programme,
- proposals and recommendations for changes or additions to the Scope, including evidence as to why it is advantageous to the *Client* to make these changes or additions and
- proposals for any subcontractors as already submitted under NEC4 ECC clause 26 and current intentions for future subcontracting of the *works* (which still requires submission under NEC4 ECC clause 26).

S 825.2 The *Contractor* ensures the commissioning report does not contradict any of the requirements described in the *conditions of contract* or the Scope.

S 825.3 The *Project Manager* may ask the *Contractor* to clarify parts of the commissioning report, giving reasons for the requested clarifications. Acceptance of the commissioning report does not change the requirements for submission and acceptance under the contract. Acceptance of the commissioning report does not constitute an instruction from the *Project Manager* to change the Scope.

A reason for not accepting the commissioning report is that it

- does not comply with the Scope,
- does not enable the *Contractor* to Provide the Works,
- does not enable the *Contractor* to comply with its contract with the *Client* or
- does not comply with best industry practice.

The *Contractor* amends the commissioning report in response to any comments from the *Project Manager* and resubmits it for acceptance by the *Project Manager*. The *Contractor* complies with the commissioning report once it has been accepted.

S 825.4 Not used.

## S 826 Format of records

S 826.1 The *Contractor* ensures that records are created and maintained in a format acceptable to the *Project Manager* such as

- scanned electronic image (Acrobat .pdf),
- editable electronic document (Microsoft Word),
- editable electronic spreadsheet (Microsoft Excel),
- editable vectorised drawing format (.dwg AutoCAD format or equivalent),
- graphic electronic image in compressed (.jpg) format, or

- other formats compatible with the *Client's* information systems as set out in section S 280 (Information Systems), reference documents or guidance manuals as accepted by the *Project Manager*.

S 826.2 The *Contractor* undertakes translation of existing records into an accepted format when instructed by the *Client*.

S 826.3 The *Contractor* may from time to time agree with the *Client* alternative acceptable formats in which the *Contractor* maintains records, taking into account any advances and other developments in information systems. The *Contractor* implements any changes as agreed with the *Project Manager*.

S 826.4 Not used.

### S 827 Records and audit access

S 827.1 The *Contractor* keeps documents and information obtained or prepared by the *Contractor* or any Subcontractor in connection with the contract for the period stated in the Contract Data or a period of 12 years after the *defects date*.

S 827.2 The *Contractor* permits the *Client* and the Comptroller and Auditor General to examine documents held or controlled by the *Contractor* or any subcontractor (at any stage of remoteness from the *Client*).

S 827.3 The *Contractor* provides such explanations as the *Client* or the Comptroller and Auditor General considers necessary.

S 827.4 This section does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the "National Audit Act 1983" (see link in **Annex 02**) for the examination, certification or inspection of the accounts of the *Contractor*.

S 827.5 The *Contractor* records efficiencies within the "Efficiency Register" (see link in **Annex 02**). It updates and submits the "Efficiency Register" to the *Project Manager* on a monthly basis.

### S 845 Training

S 845.1 The *Client* provides relevant training for all relevant systems listed in section S 280 (Information Systems).

S 845.2 The *Contractor* proposes a list of appropriate staff to be trained for each requirement for acceptance by the *Project Manager*. The *Contractor* liaises with the *Project Manager* to programme the training to optimise efficiencies.

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

S 845.3 Not used.

## S 850 Meetings

- S 850.1 Following the Contract Date, the *Contractor* convenes and attends monthly meetings with the *Project Manager*. The following attendees from the *Contractor* are required at these meetings unless otherwise stipulated by the *Project Manager*
- contract manager,
  - design manager,
  - environmental coordinator,
  - health and safety coordinator and
  - support staff deemed necessary for the meeting or as requested by the *Project Manager*, for example the MSA Operator's representative.
- S 850.2 The monthly meetings are held at a location to be accepted between the *Contractor* and the *Project Manager*.
- S 850.3 The *Contractor* prepares the agenda for all meetings, establishes and documents the terms of reference for each meeting including workshops, and issues the agenda to the *Project Manager* at least four (4) working days prior to the meeting.
- S 850.4 The *Contractor* ensures that "imperative moments" including customer service and health and safety issues are an agenda item at all monthly review meetings. See section S 105 (project objectives).
- S 850.5 The *Contractor* prepares and submits to the *Project Manager*, at least two (2) working days in advance of the meeting, a monthly progress report to include the following information
- progress report for the period covered by meeting,
  - information related to project performance indicators,
  - programme for the next reporting period,
  - actual start dates of activities commenced since the previous updates and reasons for any changes from the approved *works* programme,
  - actual completion dates of activities completed since the previous update and reasons for any changes from the approved *works* programme,
  - the anticipated time for completion, in working days, for activities in hand,
  - any change requested by the *Contractor* to the Completion Date and the reasons for any change,
  - proposals for retrieval of any slippage to the approved *works* programme

- design issues,
- certificate status,
- confirmation of scheme costs estimates and budget forecast,
- payment schedule including agreement of compensation events,
- insurance related issues,
- subcontractors,
- quality matters,
- safety and Construction (Design and Management) Regulations 2015 (CDM 2015) issues,
- customer service matters,
- customer complaints,
- Early Warning Register, and
- communications.

S 850.6 The *Contractor* prepares and issues minutes of the meeting/ workshop to the *Project Manager* for acceptance within five (5) working days of the date of the meeting/ workshop. The minutes include an abbreviated action list with assigned responsibilities and timescales for action.

## S 900 Working with the *Client* and Others

### S 905 Sharing the Working Areas with Others

S 905.1 The *Contractor* cooperates and collaborates with the MSA Operator(s) to ensure that the service available to customers during the *works* is not significantly affected, ensuring working areas are safe especially where customers are close to the working areas. The *Contractor* works closely with the relevant DNO and the MSA Operator's charging point companies to ensure integration and completion occurs in the most efficient and effective manner.

### S 910 Co-operation

S 910.1 The *Contractor* co-operates with other suppliers in obtaining and providing information needed.

S 910.2 The *Contractor* cooperates with the following organisations

- client representatives
- MSA Operator(s)
- MSA 3<sup>rd</sup> party maintenance teams
- HPEVCP supplier
- local authorities

- DNOs.

The *Contractor* cooperates with the organisations listed above and any other organisations required to deliver the *works*.

The *Contractor* cooperates with the MSA Operator's HPEVCP supplier and share sufficient technical information to ensure that the ESS and the HPEVCP systems integrate fully when installed on Site.

The *Contractor* cooperates with the MSA Operator and the local authorities to ensure that information is made available to support any planning applications and or licenses that maybe required for the *works*.

The *Contractor* cooperates with the MSA Operator and the local DNO to ensure that the ESS can be successfully connected to the electrical supply.

The *Contractor* cooperates with the MSA Operator and their maintenance team to ensure that the ESS can be supported by the local maintenance team (1<sup>st</sup> line, isolations, restarts etc.) and that the *works* do not impede access to existing equipment or services on Site.

- S 910.3      The *Contractor* shares information, communicates openly with the *Client*, continuously shares lessons learnt and achievements and enables embedded learning.

#### **S 915 Co-ordination**

- S 915.1      The *Contractor* co-ordinates with local authorities to ensure that roadwork clashes are prevented.
- S 915.2      Not used.
- S 915.3      Not used.
- S 915.4      Not used.
- S 915.5      The *Contractor* does not enter into commitments when dealing with third parties, that might impose any obligations on the *Client* except with the prior consent of the *Client*.
- S 915.6      Not used.

#### **S 920 Authorities and utilities providers**

- S 920.1      At sites where the *Contractor's* design process identifies works that must be carried out by statutory utilities, the *Contractor* is responsible for the management, procurement, provision of notices and payment for works carried out.
- The *Contractor* complies with the special requirements of electricity distribution network operator at the site, who are identified in the Site Information.

- S 920.2 No project specific requirements and constraints for authorities and utility providers.

## **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 No additional requirements or constraints for services and other things provided by the *Contractor* for the use of the *Client*, *Project Manager*, *Supervisor* or Others.

### **S 1010 Services and other things provided by the *Client***

- S 1010.1 Not used.

- S 1010.2 Not used.

## **S 1100 Health, Safety and Wellbeing**

### **S 1101 General requirements**

- S 1101.1 The *Contractor* complies with the *Client's* "health, safety and wellbeing" requirements as detailed in this section and in **Annex 02** to the Scope.
- S1101.2 The *Contractor* complies with and operates according to all relevant and prevailing health, safety and wellbeing legislation, considerations, guidance and industry best practice. The *Contractor* Provides the Works in a way that aligns to the *Client's* health, safety and wellbeing policies and initiatives.

### **S 1102 Management of Health and Safety**

- S 1102.1 The *Contractor*
- operates a health and safety management system in line with the requirements set out in Scope section S 600 (Quality Management),
  - documents the systems and fully and effectively implements the health and safety management system and
  - provides evidence to the *Project Manager* to demonstrate that the health and safety management system is documented satisfactorily and is effectively implemented to meet the timescale stated above. The *Project Manager* may prevent the *Contractor* from starting any work until such evidence is provided.
- S 1102.2 The requirements for certification in general, of the *Contractor's* management systems are set out in section S 600 (Quality Management).
- The certification requirements for the *Contractor's* corporate health and safety system for the contract are that the *Contractor* obtains certification from a body

accredited by UKAS (see link in **Annex 02**) (or another body accepted by the *Project Manager*) of its corporate health and safety management system by Contract Date, submits to the *Project Manager* a copy of all certificates.

The scope of the certification for the *Contractor's* Health and Safety management system must reflect the work being undertaken.

S 1102.3 The *Contractor* operates and develops its health and safety management system to meet the *Client's* requirements. The *Contractor* provides consistency of approach and interoperability with other stakeholders where appropriate, ensuring activities are consistent between all stakeholders, allowing seamless provision of the *works* between different sites within the Working Area.

S 1102.4 The *Contractor's* health and safety management system forms part of the *Contractor's* Quality Plan.

### **S 1103 *Contractor's* occupational health management system**

S 1103.1 The *Contractor*

- operates an occupational health management system in line with requirements of the Health and Safety Executive's (HSE) prevailing construction occupational health management model, "Essentials of Managing Construction Health Risks" and
- at the *Project Manager's* request, participates in working groups to improve health and safety management performance in relation to the following topics
  - designing for health and safety in buildability and operability and maintenance,
  - construction health and safety improvement and
  - sustainable design and sustainable construction.

S 1103.2 If, in the opinion of the *Client*, the *Contractor* is Providing the Works in an unsatisfactory manner or commits a breach of

- any prevailing legislation or
- the *Contractor's* health and safety management system or
- a subcontractor's health and safety management system or
- the *Client's* health and safety management system

the *Project Manager* notifies the *Contractor* and raises the issue formally via the *Client's* health and safety management system assurance process.

S 1103.3 The notification provided by the *Project Manager* to the *Contractor* sets out the breach or breaches identified with reasons and outlines the minimum steps required by the *Contractor* to rectify the breach, and a date for rectifying.

- S 1103.4 Where the *Contractor* has been given notification of a breach, the *Contractor* rectifies the breach or failure to Provide the Works, in a satisfactory manner, by the date specified by the *Project Manager*. The *Contractor* corrects other breaches that are not notified by the *Client*.

#### **S 1104 Subcontractor's health and safety management systems**

- S 1104.1 The *Contractor* ensures that any of its subcontractors (at any stage of remoteness from the *Client*) working on sites where the *Contractor* is the principal contractor operate a formal health and safety management system which fulfils the requirements set out above.

#### **S 1105 Health safety and wellbeing culture and communication**

- S 1105.1 The *Contractor* ensures that it creates a culture and communications that align to the *Client's* "Home Safe and Well" approach.

The *Contractor*

- provides relevant health and safety training, including induction, to relevant Staff and visitors to ensure compliance with prevailing health and safety legislation and approved codes of practice,
- establishes, operates and delivers health and safety employee consultation arrangements to its employees in accordance with applicable prevailing health and safety legislation,
- operates a behavioural safety programme, measured against the supply chain health, safety and wellbeing maturity matrix.
- participates in *Client* / supply chain events, programmes and initiatives as appropriate and if requested by the *Project Manager* and
- attends National Highways Health & Safety meetings as required.

#### **S 1106 Health and safety exchange of information**

- S 1106.1 The *Client* provides information requested by the *Contractor* to enable the *works* to be performed in a safe and legally compliant manner.
- S 1106.2 The *Contractor* provides information in the frequency and format specified in the contract, or if a different frequency and format is required, as specified by the *Project Manager*.
- S 1106.3 The *Contractor* immediately brings to the attention of the *Project Manager* any issue or potential issue that may have a detrimental impact on the health, safety and wellbeing of any stakeholders.

### S 1107 Health and safety resources

- S 1107.1 The *Contractor* retains sufficient competent health and safety resource as part of its management structure.
- S 1107.2 The minimum requirements for the *Contractor's* health and safety resources are that their leads
- have chartered membership of The Institution of Occupational Safety and Health (IOSH), (see link in **Annex 02**)
  - are qualified to National Examination Board in Occupational Safety and Health (NEBOSH) diploma standard (or higher), (see link in **Annex 02**)
  - have a demonstrable working knowledge of prevailing health and safety legislation, guidance and approved codes of practice relevant to the *works* and
  - have the appropriate level of competence, training and demonstrable experience in the field for which they are Providing the Works.
  - The *Contractor* is to list their Health and Safety team and their qualifications.

### S 1108 Health and safety competence of *Contractor's* employees

- S 1108.1 The *Contractor* ensures that its employees are competent to Provide the Works and upon request provides the *Project Manager* with information about the *Contractor's* arrangements for assuring employee competence and with employee training records.
- S 1108.2 Before commencement of the *works* the *Contractor* provides the *Project Manager* with a statement (signed by a person authorised to sign on behalf of the company) to confirm that all the *Contractor's* employees and subcontractors (at any stage of remoteness from the *Client*) are competent to undertake the roles that they are assigned to, to deliver the *works*. The *Contractor* provides further signed statements to the *Project Manager* when any new *Contractor* employees are appointed or assigned to deliver the *works*.
- S 1108.3 For roles where no suitable recognised competence standards exist, the *Contractor* provides information against the criteria and method it has used to provide assurance of the competence of its employees for those roles.

### S 1109 Health and Safety in Construction

- S 1109.1 The *Contractor* ensures that assets, including materials and equipment, are used, installed, constructed and maintained in accordance with prevailing legal requirements, standards and specifications or as instructed by the *Client*.

## S 1110 Incident Reporting and Investigation

- S 1110.1 The *Contractor* complies with the *Client's* Guidance GG128 "Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental" (GG128) (see link in **Annex 02**) or its later update or replacement, including any time periods required by GG128. If a time period is not specified in GG128 then the *period of reply* applies unless accepted otherwise by the *Project Manager*.
- S 1110.2 Following the notification of an incident, the *Contractor*, in line with the *Client's* standards (in accordance with GG128) determines if a formal investigation is required, and follows the notification, investigation and reporting procedures as set out therein.
- S 1110.3 The *Contractor* undertakes investigations to identify root cause(s) of the incident with an independent competent person who has relevant training, knowledge and experience in effective accident/ incident investigation.
- S 1110.4 Nothing prevents the *Contractor* from carrying out its own (additional) investigation of an incident, and in such case, the *Contractor* provides a copy of its completed incident report to the *Client*.
- S 1110.5 The incident report provides
- root cause identification and analysis on the circumstances surrounding the accident/ incident and any remedial measures to be taken in order to prevent a reoccurrence and
  - relevant photographs and statements
- as an integral part of the report.
- The *Contractor* reports all reportable events to HSE in accordance with GG128 and HSE reporting guidelines.
- S 1110.6 Where the *Contractor* is compiling a draft investigation report, the *Contractor* discusses the findings of the draft report with the *Project Manager* prior to the production of the final draft of such a report.
- S 1110.7 The *Contractor* implements applicable recommendations arising from incident investigations within the timescales accepted by the *Project Manager*.
- S 1110.8 The *Client* has the right to investigate any incidents wherever they may occur.
- S 1110.9 The *Contractor* provides the *Client* unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the *Contractor* or the subcontractor (at any stage of remoteness from the *Client*) for this purpose (subject to any statutory or contractual obligation prohibiting this access).

- S 1110.10 The *Contractor* provides a copy of all documents related to an incident to the *Project Manager* in accordance with the timescales set out in GG128 requirements (see link in **Annex 02**). If the *Contractor* is unable to disclose documents to the *Client* or *Project Manager*, the *Contractor* provides legal advice that confirms that the documents cannot be released for legal reasons.
- S 1110.11 The *Contractor* ensures that all subcontracts (at any stage of remoteness from the *Client*) contain requirements reflecting paragraphs S 1110.1 and S 1110.10.

### S 1111 Health and Safety Inspections/ Assurance

- S 1111.1 The *Contractor*
- proposes to the *Project Manager* a plan of health and safety inspections/assurance throughout each calendar year or duration of the contract for acceptance,
  - carries out formal site safety inspections or assurance activities as accepted by the *Project Manager* and documents the findings of these inspections or assurance activities,
  - ensures that only competent persons carry out inspections or assurance activities,
  - notifies the *Project Manager* in advance of the date of an inspection or assurance activity, and allows the *Client* to participate in inspections or assurance activities if the *Project Manager* requests to do so and
  - takes effective actions to ensure that any issues identified during inspections or assurance activities are effectively addressed within the timescales acceptable to the *Project Manager*.

### S 1112 Health and Safety Management Audit

- S 1112.1 The *Contractor* allows the *Project Manager* unrestricted access during contracted hours, to the premises, equipment, materials, employees and records of the *Contractor* and any subcontractors (at any stage of remoteness from the *Client*) (unless a statutory or contractual obligation prohibits the disclosure of any such records) to audit any, or all of the *Contractor's* health and safety management systems. The *Contractor* includes, in all subcontracts, the rights of access for the *Project Manager*.
- S 1112.2 The *Contractor* implements all recommendations from these audits that are agreed by the *Client*, within a timescale mutually agreed between the *Client* and the *Contractor*.

### S 1113 Construction Design and Management (CDM) Regulations 2015 compliance

- S 1113.1 The *Client* appoints relevant CDM duty holders in writing, based upon a review of an organisation's ability and competence to perform the *works*.

- S 1113.2 Principal Designer duties (as defined by CDM Regulations 2015) (see link in **Annex 02**) are to be undertaken by the *Contractor* in compliance with the H&S Guidance L153 and provide the *Client* with evidence of such compliance, ensuring competent persons are maintained to continuously fulfil duty requirements throughout the *works*.
- S 1113.3 Principal Contractor duties (as defined by CDM Regulations 2015) are to be undertaken by the *Contractor*. The *Contractor* refers to the “HSE Guidance L153” (see link in **Annex 02**) when carrying out the principal contractor role.
- S 1113.4 During the pre-construction phase and before setting up a construction site in the Working Area, the *Contractor* creates a “Construction Phase Plan” in respect of the relevant *works* in compliance with Regulation 12(2) of the CDM Regulations 2015 and provides a copy of the plan to the *Project Manager*.
- S 1113.5 Where instructed by the *Project Manager*, the *Contractor* undertakes the role of principal contractor and associated duties in respect of the *works* to which the CDM Regulations 2015 apply including
- work carried out by the *Client* or
  - work carried out by Others.

#### S 1114 Medical Fitness

- S 1114.1 The *Contractor* advises the *Project Manager* of any known medical disability or condition of any *Contractor* employees, or subcontractor's employees, or employees of any other related party, which is to be risk assessed and effective controls put in place to ensure their own health, safety and wellbeing and the health, safety and wellbeing of others.
- S 1114.2 When requested by the *Project Manager*, the *Contractor* provides such information and other evidence (anonymised and with consideration given to the protection of Personal Data at any stage of remoteness from the *Client*) as may be reasonably required by the *Client* to demonstrate compliance with the above requirement.

#### S 1115 Health Assessment and Control

- S 1115.1 The *Contractor* ensures that its direct employees are provided with such health surveillance as appropriate, having regard to the risks to their health and safety which are identified by a risk assessment and in accordance with prevailing health and safety and other relevant legislation.
- S 1115.2 The *Contractor* makes wellbeing services available to its employees and supply chain as identified by the risk assessment and as appropriate, taking into consideration the nature of work and duration, and in line with, but not exhaustive of, the *Project Manager's* instructions to make wellbeing services available.

- S 1115.3 The *Contractor* monitors and records working days lost due to illness and stress-related conditions and introduces management systems for minimising ill health. This data is supplied on request to the *Project Manager*.

#### **S 1116 Alcohol and Substance Abuse**

- S 1116.1 The *Contractor* ensures that its employees, whilst engaged in Providing the Works, are not at any time in possession of, and are not under the influence of any intoxicating substance ('Prohibited Substance'). This requirement does not apply where the *Contractor's* employees possess a Prohibited Substance for bona fide medical reasons for which the *Project Manager* has given acceptance for such *Contractor* employees to be engaged in Providing the Works.
- S 1116.2 The *Contractor* notifies the *Project Manager* of any its employees who are undergoing a voluntary detoxification/rehabilitation programme. The *Client* has the right to prevent such *Contractor's* employees from Providing the Works if it considers that there is a risk to the Health, Safety and Wellbeing of that employee or any other person involved in Providing the Works or a risk to the satisfactory delivery of the *works*.
- S 1116.3 Where the *Project Manager* is of the opinion, that any of the *Contractor's* employees (or any subcontractors involved in Providing the Works) may be in possession of, have taken, or are under the influence of any Prohibited Substance while Providing the Works, the *Project Manager* instructs the *Contractor* to perform a drug and alcohol test using the following as appropriate of such *Contractor* employees
- breath testing by breathalyser,
  - urine testing by urinalysis and
  - a search of personal possessions/ work area of such *Contractor* employees for evidence of a prohibited substance.

#### **S 1117 Health and Safety Charity-based Incentive Schemes**

- S 1117.1 The *Contractor* adopts "charity-based incentive schemes" covering local and national charities if requested to do so by the *Client*.

#### **S 1118 Supply Chain Maturity Matrix Action Plan**

- S 1118.1 If the *Contractor* does not have an agreed "Supply Chain Maturity Matrix Action Plan" ('SCMM Action Plan') with the *Client*, the *Contractor* delivers a "SCMM Action Plan" and submits it to the *Project Manager* not later than six weeks following the Contract Date. The process to be followed is set out in the "SCMM Process" document referenced in **Annex 02**.

- S 1118.2 The “SCMM Action Plan” is based on the “Supply Chain Maturity Matrix” (“SCMM”) and the associated implementation plan(s) produced by the *Contractor*.
- The “SCMM Action Plan” details specific actions to be taken under the contract by the *Contractor* and its subcontractors (at any stage of remoteness from the *Client*) in order to support delivery of the improvements identified in the implementation plan(s) for the *Contractor*.
- S 1118.3 The *Contractor* updates their “SCMM Action Plan” in line with and to support delivery of the improvements identified in, the implementation plan(s) and on each anniversary of the Contract Date. The annual updates are based on the updated SCMM and implementation plan(s) produced by the *Contractor*. A SCMM Action Plan template can be found in **Annex 02**.
- S 1118.4 The *Contractor* keeps a controlled copy of the “SCMM Action Plan” available for inspection by the *Client* at all times.
- S 1118.5 The *Project Manager* notifies the *Contractor* if at any time the *Client* considers that the “SCMM Action Plan”
- does not comply with the requirements of the contract or
  - is not capable of delivering the improvements identified in the implementation plan(s).
- S 1118.6 Following such notification, the *Contractor* reviews the “SCMM Action Plan” and reports to the *Project Manager* setting out proposed changes. If the *Project Manager* accepts the proposals, the “SCMM Action Plan” is changed within agreed timescales.
- S 1118.7 If the *Contractor* does not have an agreed “SCMM Action Plan” with the *Client*, the *Contractor* delivers a “SCMM Action Plan” and submits it to the *Project Manager* within six weeks following the Contract Date.

## S 1119 Management of Road Risk

- S 1119.1 The *Contractor* ensures that it has systems in place for the effective management of occupational road safety and road risk in accordance with guidance provided by the Health and Safety Executive (HSE) or other relevant industry guidance (see link in **Annex 02**) and in line with S 1120 (Driving for Better Business).
- S 1119.2 The *Contractor’s* road safety management system has provision for assessing traffic management, driver competence and eligibility, driver safety training, vehicle maintenance and accident and incident investigation.

## S 1120 Driving for Better Business

- S 1120.1      The *Contractor*, as part of its organisation's health and safety at work programme
- complies with an Accredited Scheme(s) or Standard for Managing "Work-Related Road Risk" (WRRR),(see links in **Annex 01**)
  - provides evidence of this to the *Project Manager*,
  - manages WRRR to the appropriate standard for the *works* that are being provided, and in line with S 1119.1 and
  - aligns, through DfBB collaboration, the WRRR standards and accreditations, to provide greater rigour, through renewed focus and audits, to reduce safety alerts.
- S 1120.2      Within six months of the Contract Date, the *Contractor*
- registers with the "Driving for Better Business" (DfBB) programme (see link in **Annex 02**),
  - undertakes the DfBB risk assessment and gap analysis of their 'driving at work' activities which covers all drivers and vehicles that may be used on business,
  - implements a 'driving for work' policy that
    - complies with HSE guidance,
    - applies to all areas of the business,
    - applies to all types of driving undertaken,
    - is communicated effectively to all employees who may drive for business purposes and
    - includes a statement from their chief executive officer (CEO) or board director responsible for WRRR that outlines the importance attached to work-related road safety,
  - implements an effective system for measuring and monitoring fleet activity including the frequency and severity of any collisions, together with driver and vehicle compliance. This includes as a minimum
    - records of crashes and investigation results,
    - driver training or education supplied,
    - driver licence checking and relevant insurance checking,
    - employee policy acceptance and
    - vehicle checks and defect reporting,

- implements an effective system for ensuring the same level of awareness regarding WRRS and compliance with HSE guidance through any subcontractors involved in Providing the Works.
- completes (and ensures that all its subcontractors complete) the “Driving for Better Business (DfBB) Leadership Statement” (commitment) (see link in **Annex 02**). (This is a self-declaration that they manage WRRS to the minimum acceptable level. The *Contractor* takes any required measures to ensure that declarations are correct.),
- demonstrates to the *Client* the reduction of collisions, incidents or instances of non-compliance year on year, or provides a reasonable explanation if this is not the case and
- includes these requirements and ensures their compliance in all subcontracts (at any stage of remoteness from the *Client*).

S 1120.3      *The Contractor* shares knowledge and best practice with the DfBB community where appropriate or as advised by the *Project Manager* and attends any related events/ initiatives as instructed by the *Project Manager*.

## S 1121 Security

S 1121.1      The *Contractor* obtains the consent of its employees to the searching at any time by an authorised representative of the *Client*, of their person or their property or of any article including, without limitation, any container, package, box, holdall, suitcase or vehicle which is in the possession or use of *Contractor's* employees on the *Client's* premises/ property /sites or being retained by the *Client* on behalf of the *Contractor* or *Contractor's* employees.

S 1121.2      Any person not complying or unwilling to comply with the requirements above, is removed from the *Client's* premises/ property and not permitted access to the *Client's* sites

## S 1122 Supply Chain Safety Leadership Group

S 1122.1      The industry initiatives created and endorsed by the Supply Chain Safety Leadership Group are

- “Common Intent documents”,
- “Raising the Bar documents” and
- “Lessons Learnt”

to drive improvements in health, safety and wellbeing standards across the industry (see links in **Annex 02**).

S 1122.2      The *Contractor* compares the “Common Intent” and “Raising the Bar” initiative guidance with their own health safety and wellbeing practices and provides a report to the *Project Manager* prior to starting work on Site detailing

- where the “Common Intent” or “Raising the Bar” guidance is more comprehensive than the *Contractor's*, the *Contractor* produces a

remedial plan for bringing their working practices up to this minimum standard and updates/amends the *Contractor's* management systems as identified by gap analysis

- where the *Contractor's* working practices surpass those set out in the guidance, the *Contractor* provides details of these to allow the *Client* to update the guidance for the benefit of all road workers.

S 1122.3 The *Client* undertakes an independent audit process established to assure the implementation of “Common Intent” and “Raising the Bar” activities. Assessment (and expectation) levels will increase over time as health, safety and wellbeing standards are raised and the bar is set incrementally higher.

### S 1123 Home Safe and Well Approach

S 1123.1 The *Contractor* submits to the *Project Manager* for acceptance, a strategy of how it will operate around the *Client's* “Home Safe and well” approach (see link in **Annex 02**).

The *Contractor* commits and contributes to the *Client's* “Home Safe and Well” approach by defining their own commitment to getting everyone home safe and well and considers where a positive difference can be added.

The *Contractor*

- considers how its role in connecting the country can really make a difference and embeds safety as the first imperative across all areas of responsibility,
- recognises and encourages the good behaviours that enable the culture change required to achieve our vision and deliver the objectives of the organisation,
- engages and collaborates as appropriate with the wider business, supply chain and other stakeholders to promote health, safety and wellbeing, recognising behaviours that bring “Home Safe and Well” to life,
- is responsible and accountable for the health, safety and wellbeing of those employed by the *Contractor* and those the *Contractor* works with and
- embeds the “Home Safe and Well” approach within the “Supply Chain Maturity Matrix” (SCMM) and associated implementation and action plans.

### S 1124 Deleterious and hazardous materials

S 1124.1 Asbestos

S 1124.1.1 The *Contractor* complies with the “Control of Asbestos at Work Regulations 2012” and “General Guidance 105 asbestos management (GG105)” (see link in **Annex 02**).

S 1124.2 Other materials

- S 1124.2.1 The *Contractor* deals with other deleterious and hazardous materials unearthed by the *works* appropriately.

### S 1125 “Passport Scheme”

- S 1125.1 The *Client* (and the “Supply Chain Safety Leadership Group” (SCSLG)) endorses the full implementation of the “Passport Scheme” (see link in **Annex 02**) to evidence training and competence.

The *Client* actively encourages all suppliers to sign up within six months of the *starting date*.

The “Passport Scheme” has 2 parts:

1. The **Smartcard/ System**, a single database accessible by all applicable license holders with the ability to record training, competence, tool box talks, notify expiry dates, data sharing and migration on individuals moving between service providers that can be read by a variety of mobile or fixed access card readers.

2. The **Highways Common Induction (HCI)**, to provide a baseline understanding of the common hazards on the *Client’s* network, reducing the induction process repeated on every project by removing the content that is common to all sites.

More information on the passport scheme and full information on how to join can be found in **Annex 02**.

### S 1126 Method Statements

- S 1126.1 The *Contractor* provides method statements for operations that could be disruptive to the MSA Operation or are deemed to add risk to the MSA Operator or customers.

- S 1126.2 Not used.

### S 1127 Legal Requirements

- S 1127.1 Not used.

## S 1200 Subcontracting

### S 1205 Restrictions of requirements for subcontracting

- S 1205.1 Except as required by the operational requirements of a Category Purchase Agreement, or where a competitively awarded pre-existing contract for such works, supplies or services exists, or where the subcontractor was named and agreed in writing as part of the process leading to the award of the main contract, the *Contractor* 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 *Contractor* 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 *Client*) do the same.

S 1205.3 The *Contractor* ensures that all subcontractors (at any stage of remoteness from the *Client*) who satisfy the requirements at S 1205.1 are given the opportunity to become Named Suppliers.

S 1205.4 The *Contractor* may propose to the *Project Manager* that a subcontractor (at any stage of remoteness from the *Client*) is not a Named Supplier. A reason for not accepting the *Contractor's* proposal is that it is practicable for the subcontractor (at any stage of remoteness from the *Client*) to be a Named Supplier.

S 1205.5 The *Contractor* ensures that all subcontracts with subcontractors (at any stage of remoteness from the *Client*) (that are not competitively awarded pre-existing agreements) use an NEC form of contract and that any subcontracts with subcontractors (at any stage of remoteness from the *Client*) have terms and conditions that align with the contract.

S 1205.6 The *Contractor* may propose to the *Project Manager* that a subcontract used to appoint a subcontractor (at any stage of remoteness from the *Client*) is not a NEC form of contract. The *Contractor* does not appoint a subcontractor (at any stage of remoteness from the *Client*) using a contract form other than NEC unless the *Project Manager* has accepted the *Contractor's* proposal. A reason for not accepting the *Contractor's* proposal is that it is practicable for the subcontract to be an NEC form.

S 1205.7 The *Contractor* submits the proposed

- 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

for each subcontract of a subcontractor (at any stage of remoteness from the *Client*) to the *Project Manager* for acceptance, and for the purposes of NEC ECC clause 26.4 (where main Option C, D, E or F applies) this paragraph is the *Project Manager's* instruction to the *Contractor* to make the submission. A reason for not accepting the Contract Data and Scope or the full subcontract (as the case applies) is

- it does not comply with the obligations of the contract,
- it does not align with the risk transfer of the contract or
- in the opinion of the *Project Manager* it has too high a risk transfer to the proposed subcontractor.

- S 1205.8 The *Contractor* ensures that any sub subcontract of a subcontractor (at any stage of remoteness from the *Client*) is capable of being novated to a replacement contractor.
- S 1205.9 The *Contractor* may propose to the *Project Manager* that a subcontract of a subcontractor (at any stage of remoteness from the *Client*) is not capable of being novated to a replacement contractor. The *Contractor* does not award such a subcontract that is not capable of being novated to a replacement contractor unless the *Project Manager* has accepted the *Contractor's* proposal. A reason for not accepting the *Contractor's* proposal is that it is practicable for the subcontract to be novated to a replacement contractor.
- S 1205.10 When requested by the *Project Manager* the *Contractor* executes or procures the relevant subcontractors (at any stage of remoteness from the *Client*) executes, an agreement in the form the *Client* may reasonably require, to novate the benefit and burden of a subcontract to a replacement contractor.

Criteria for the submission and award of a subcontract

- S 1205.11 The *Contractor* awards any subcontract on the basis of the most economically advantageous bid (within the meaning of the Public Contracts Regulations 2015 and the Treaty on the Functioning of the European Union (TFEU) Document 12012E/TXT (see links in **Annex 02**)) following a fair, transparent and competitive process proportionate to the nature and value of the subcontract. The *Contractor* conducts the financial assessment of any subcontract on a whole life cost basis.
- S 1205.12 The *Contractor* submits the proposed assessment criteria, assessment methodology and scoring methodology for any proposed subcontract to the *Project Manager* for acceptance before advertising any proposed subcontract.
- S 1205.13 A reason for the *Project Manager* not accepting the submission is that the proposed assessment criteria, assessment methodology or scoring methodology
- are not transparent (as defined in the Public Contracts Regulations 2015) (see link in **Annex 02**),
  - do not allow equal treatment of all (as defined in the Public Contracts Regulations 2015) or
  - do not comply with the contract.
- S 1205.14 Before advertising any proposed subcontract, the *Contractor* submits to the *Project Manager* for acceptance
- the proposed subcontract in full and
  - a report demonstrating how the proposed subcontract meets all the obligations and requirements for a subcontract under the contract.

- S 1205.15 A reason for the *Project Manager* not accepting the proposed subcontract is that it does not meet the obligations or requirements of the contract.
- S 1205.16 The *Contractor* submits to the *Project Manager* for acceptance the name of the proposed subcontractor and a report demonstrating
- how the proposed appointment complies with the contract,
  - how the proposed subcontractor demonstrates and meets the assessment criteria and
  - how the assessment methodology and scoring methodology have been complied with.
- S 1205.17 A reason for the *Project Manager* not accepting the proposed appointment of a subcontractor is that
- the Contractor's assessment does not comply with the accepted assessment methodology or scoring methodology,
  - the Contractor's assessment does not demonstrate how the subcontractor meets the assessment criteria,
  - the subcontractor's appointment does not allow the *Contractor* to Provide the Works or
  - the subcontractor's appointment does not comply with the contract.
- S 1205.18 In procuring all subcontracts, the *Contractor* takes into account
- compliance by the subcontractor with
    - health and safety legislation,
    - welfare legislation or
    - employment legislation,
  - environmental outcomes including
    - the minimisation of carbon embodied and emitted in the materials or products supplied and services performed to Provide the Works,
    - sustainable sourcing of materials,
    - the aesthetic design of products and
    - biodiversity.
  - social value including
    - the social integration of disadvantaged workers or members of vulnerable groups among the staff performing the contract and used to Provide the Works, such as the long-term unemployed (defined as people who have been unemployed for 12 months or more) and

- the subcontractor's commitment to provide training in the skills needed to perform any subcontract or to Provide the Works, such as the hiring of apprentices and
- the whole life cost and cost-effectiveness of any materials or products used in or to Provide the Works, including the cost (measured over the life-cycle of the material or product in question) of
  - transport or transportation,
  - insurance,
  - assembly and construction, disposal and
  - use, including
    - the cost of energy and other resources,
    - maintenance costs and
    - costs associated with environmental impacts, including the cost of any emissions in its production or manufacture,
  - recycling and disposal,
- the interests of stakeholders affected by the *works* including
  - delays or inconvenience to road users and
  - environmental impacts to residents.

Structural steelwork (not used)

## **S 1210 Acceptance procedures**

S 1210.1 Not used.

## **S 1211 Contracts Finder**

S 1211.1 The requirements of this section S 1211 do not apply to subcontracts placed under a Category Purchase Agreement.

S 1211.2 Where the forecast amount due to be paid to the *Contractor* is £5,000,000 or more per annum at the Contract Date or where NEC ECC Option X22 is used, the *Contractor*

- subject to paragraphs S 1211.4 S 1211.5 and S 1211.6, advertises on Contracts Finder 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 *Client*), updates the notice on Contracts Finder with details of the successful subcontractor,
- monitors the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain

prior to Completion and provides reports on this information to the *Project Manager* in the format and frequency as reasonably specified by the *Project Manager* and

- promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

The calculation of £5,000,000 or more per annum in this paragraph is in accordance with footnote 1 to Procurement Policy Note (PPN) 01/18 “Supply Chain Visibility” (see link in **Annex 02**) based on an advertised subcontract value, averaged over the life of the advertised subcontract.

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 *Contractor*.

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 *Contractor*, may propose to the *Project Manager* for agreement, that a specific subcontract opportunity is not advertised on Contracts Finder. The *Contractor* provides a detailed reason for not advertising the specific subcontract opportunity. The *Contractor* provides further detail when requested by the *Project Manager* to assist in its consideration. If agreed by the *Project Manager*, the *Contractor* is relieved from advertising that subcontract opportunity on Contracts Finder.

S 1211.6 In respect of Relevant Subcontracts, the *Contractor* also complies with sections S 1210 and S 1400.

## S 1212 Prompt Payment

S 1212.1 The *Contractor* includes in the subcontract with each subcontractor (at any stage of remoteness from the *Client*)

- 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 is subject to a valid payment notice (or valid pay less notice where appropriate) as required by the “Housing Grants, Construction and Regeneration Act 1996” (see link in **Annex 02**) (as amended),
- a requirement that any invoices for payment submitted by the subcontractor are considered and verified by the *Contractor*, 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 *Client*) without taking

into account the amount paid to the *Contractor*, or (in respect of any subcontract below the first tier) the payer under the relevant subcontract.

S 1212.2 The *Contractor* notifies non-compliance with the timescales for payment

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

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

### **S 1213 Advertising Subcontracts in accordance with the Public Contract Regulations 2015**

S 1213.1 The *Contractor* ensures that any subcontracts for the elements of the *works* advised by the *Project Manager* in accordance with paragraph S 1205.1 are

- procured in full compliance with the “Public Contracts Regulations 2015” (see link in **Annex 02**), or its replacement, (the “Public Contracts Regulations”) and
- are capable of being novated to the *Client* or an other.

S 1213.2 When requested by the *Project Manager*, the *Contractor* procures the Relevant Subcontractor executes an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to the *Client* or a replacement contractor.

S 1213.3 The *Contractor* may use the *Client’s* e-tendering system to procure any subcontract required by this section. The *Project Manager* arranges for advice and support on the use of the *Client’s* e-tendering system.

S 1213.4 The *Contractor* provides to the *Project Manager* draft procurement documents (as defined in the “Public Contracts Regulations”) for acceptance. Reasons for the *Project Manager* not accepting the draft procurement documents is that they

- do not comply with the “Public Contracts Regulations” or any case law,
- do not comply with or meet the requirements of the contract,
- in the opinion of the *Project Manager*, place an unacceptable burden upon the *Client* (should the subcontract be novated to the *Client*) or
- do not enable the *Contractor* to Provide the Works.

S 1213.5 The *Contractor* does not publish any procurement documents until the *Project Manager* has accepted them.

## S 1300 Title

### S 1305 Marking

- S 1305.1 It is envisaged that payment will be made for materials stored off site in the United Kingdom only, the following requirements for marking the materials to show they are reserved for the contract.
- S 1305.2 To prepare Equipment, Plant and Materials which are outside the Working Areas the *Contractor*
- 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 *Client* (upon marking by the *Supervisor*) and
  - provides to the *Project Manager*
    - evidence that the title to the Equipment, Plant and Materials has passed to the *Contractor* free of all liens, charges, options, encumbrances, rights, claims and other interests of any third party and
    - a schedule identifying
      - the locations where the relevant Equipment, Plant and Materials are stored in until they are brought within the Working Areas and
      - the value of each item of the Equipment, Plant and Materials Plant or Materials stored.
- S 1305.3 The *Contractor* ensures that any Equipment, Plant and Materials stored outside of the Working Areas is stored so that
- it is not damaged and
  - it is safe and secure.

### S 1310 Materials from excavation and demolition

- S 1310.1 Not used.
- S 1310.2 Not used.
- S 1310.3 Not used.

## S 1400 Acceptance or procurement procedure (Option C, D, E, and F only)

Acceptance and procurement procedures follow the Option C processes.

### 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 Not used.

## S 1600 Ultimate holding company guarantee (Option X4) (not used)

### S 1601 *Client* Form of Parent Company Guarantee

S 1601.1 If the *Contractor* is required to provide a Parent Company Guarantee, it is provided in the form set out in **Annex 16**. If the entity that is required to provide the Parent Company Guarantee is a company not registered in England and Wales under the Companies Act 2006 (see link in **Annex 02**), the *Contractor* provides a legal opinion in support of a Parent Company Guarantee.

S 1601.2 Any legal opinion provided by the *Contractor* in support of a Parent Company Guarantee from a non-English or Welsh registered company includes (among others) the following matters

- is addressed to the *Client* on a full reliance basis,
- the liability of the lawyers giving the opinion must not be subject to any exclusion or limitation of liability,
- confirmation that
  - the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,
  - the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
  - all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,
  - execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,

- the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate
  - the constitutional documents of the Controller,
  - any provision of the laws of the jurisdiction in which it is incorporated,
  - any order of any judicial or other authority in the jurisdiction in which it is incorporated or
  - any mortgage, contract or other undertaking which is binding on the bidder or its assets and
  - (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms,
- notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,
- notification of whether withholding is required to be made by the Controller in relation to any monies payable to the *Client* under the Parent Company Guarantee,
- confirmation of whether the *Client* will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee and
- confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and jurisdiction of the Controller in respect of proceedings against it in relation to the Parent Company Guarantee and
- the legal opinion can be provided and disclosed to the following Authority parties (on a non-reliance basis)
  - the Department for Transport,
  - the Cabinet Office,
  - the HM Treasury and
- the *Client's* professional advisers, auditors and insurers and
- any person required pursuant to any applicable law, their officers and directors as applicable.

## S 1602 Legal Opinion

S 1602.1 Any legal opinion provided by the *Contractor* in support of a Parent Company Guarantee from a non-UK registered company includes (among others) the following matters

- is addressed to the *Client* on a full reliance basis,
- the liability of the lawyers giving the opinion must not be subject to any exclusion or limitation of liability,
- confirmation that
  - the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,
  - the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
  - all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,
  - execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,
  - the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate
    - the constitutional documents of the Controller,
    - any provision of the laws of the jurisdiction in which it is incorporated,
    - any order of any judicial or other authority in the jurisdiction in which it is incorporated, or
    - any mortgage, contract or other undertaking which is binding on the bidder or its assets and
    - (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms,
- notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,

- notification of whether withholding is required to be made by the Controller in relation to any monies payable to the *Client* under the Parent Company Guarantee,
- confirmation of whether the *Client* will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee and
- confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England in respect of proceedings against it in relation to the Parent Company Guarantee.

## **S 1700 Undertakings to the *Client* or Others (Option X8)**

### **S 1705 Undertakings to Others (Option X8)**

S 1705.1 Not used.

### **S 1710 Subcontractor undertakings to Others**

S 1710.1 Not used.

### **S 1715 Subcontractor undertakings to the *Client***

S 1715.1 Not used.

## **S 1800 Transfer of Rights**

### **S 1805 *Contractor's* rights over material prepared for the design of the works**

S 1805.1 The *Contractor* acquires no rights over material prepared for the design of the works.

### **S 1810 Other rights to be obtained by the *Contractor***

S 1810.1 The *Contractor* grants to the *Client* licences to use, modify and develop the *Contractor's* Contractor Background IPR for any purpose relating to the works (or substantially equivalent services) its maintenance, operation, modification and for any purpose relating to the exercise of the *Client's* business or function.

S 1810.2 The *Contractor* procures a direct grant of a licence to the *Client* to use, modify and develop any third party's Contractor Background IPR for any purpose relating to the works, (or substantially equivalent services), its maintenance, operation, modification and for any purpose relating to the exercise of the *Client's* business or function.

S 1810.3 The *Client* does not acquire any ownership right, title or interest in or to the *Contractor* Background IPR.

**S 1815 Escrow (not used)**

**S 1900 Information Modelling (Option X10) (not used)**

**S 1905 Information Model Requirements**

**S 2000 Performance Bond (Option X13)**

**S 2005 Form of Performance bond**

S 2005.1 Not used.

**S 2100 Advanced payment to the *Contractor* (Option X14)**

**S 2105 Form of advanced payment bond**

S 2105.1 Not used.

**S 2200 The *Contractor's* 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 No other specific requirements or constraints needed.

S 2210.2 Documents are to be retained in its original format, and in a format that allows continued access by the *Client*.

S 2210.3 The *Contractor* provides a proposal to the *Project Manager* for acceptance for its plan and programme to retain material.

S 2210.4 A reason for not accepting the proposal is that it will not allow the *Client* continued access to material.

**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 (not used)**

**S 2405 Key Performance Indicators**

S 2405.1 Not used.

### S 2510 Budget

S 2510.1 No additional requirements or constraints for budget.

### S 2520 Pricing Information

S 2520.1 No other specific requirements or constraints needed.

### S 2525 Total of the Prices

S 2525.1 Not used.

S 2525.2 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 The *Contractor* ensures that any deeds associated with the Project Bank Account (PBA) are issued to the relevant parties and are provided to the *Client* to apply original signatures to prevent any payment issues.

S 2600.2 The *Contractor* ensures that

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

### S 2605 Adding a Named Supplier

S 2605.1 As a minimum, all subcontractors (at any stage of remoteness from the *Client*)

- with a contract value greater than £50,000 per year (April to March) or
- if an NEC form of contract is used

is offered the opportunity to become a Named Supplier.

### S 2610 Project Bank Account (PBA) tracker

S 2610.1 The *Contractor*

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

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

The *Contractor* ensures any data relating to other clients is redacted from the statements before submission in .pdf format.

S 2610.2 The *Contractor* explains all variances from the previous month and submits further information to the *Project Manager* in response to any queries raised.

S 2610.3 The *Project Manager* monitors the tracker for the time it takes the *Contractor* to pay its subcontractors (at any stage of remoteness from the *Client*) through the PBA, following deposit of funds into the PBA.

The *Client* calculates the related performance score

- from the date the funds have been deposited into the PBA or
- from the weighted date as set out in the “Collaborative Performance Framework (CPF)” (see link in **Annex 02**) when funds are deposited into the PBA across multiple dates or
- from the date the invoice is received from the subcontractor (where indicated by the *Client*)

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

S 2610.4 If any data/ evidence is missing or still required (if not covered in the tracker), spot checks are undertaken directly by the *Project Manager* with the subcontractors (at any stage of remoteness from the *Client*) to verify that they are paid within contractual timeframes.

S 2610.5 The *Client* may carry out audits on subcontractors (at any stage of remoteness from the *Client*) to assess payment performance to the Named Suppliers.

S 2610.6 Where the *Contractor* transfers monies from other accounts into the PBA this is stated on the bank statement.

S 2610.7 Not used.

## S 2700 *Client’s* work specifications and drawings

### S 2705 *Client’s* work specification

S 2705.1 Not used.

#### Specification

- S 2705.2 As a minimum, the *Contractor* complies with the specification referred to in the Scope as the “Specification for Highway Works (SHW)”
- current at the Contract Date,
  - published by The Stationery Office (TSO) as volume 2 of the “Manual of Contract Documents for Highway Works” (see link in **Annex 02**), including
    - appendix 0/1: Contract specific Additional, Substitute and Cancelled Clauses, Tables and Figures,
    - appendix 0/2: Contract specific minor alterations to existing Clauses, Tables and Figures and
    - the contract specific Numbered Appendices listed in appendix 0/3: List of contract specific Numbered Appendices Referred to in the Specification and Included in the Contract.
- S 2705.3 Where any of the numbered appendices may conflict, or are inconsistent with any provision of the SHW the numbered appendices always prevail.
- S 2705.4 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 2705.5 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.

#### Design Standard

- S 2705.8 As a minimum, the *Contractor* complies with the “Design Manual for Roads and Bridges (DMRB)” (see link in **Annex 02**).

#### S 2710 Drawings

- S 2710.1 The drawings for each MSA are listed and shown in the Site Information.

#### S 2800 Designated funds – *Contractor’s* proposals (not used)



## **National Highways Limited**

# **Heat Networks and Electricity Generation Assets Dynamic Purchasing Agreement Contract for Motorway Service Areas Energy Storage Systems**

## **FORM OF AGREEMENT BY DEED**

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**CONTENTS AMENDMENT SHEET**

<b>Issue No.</b>	<b>Revision No.</b>	<b>Amendments</b>	<b>Initials</b>	<b>Date</b>
0	0	Tender issue	JH	June 2022



**NATIONAL HIGHWAYS LIMITED**  
**NEC4 Engineering and Construction Contract**  
**(June 2017 with amendments January 2019**  
**and October 2020)**

**[NAME OF CONTRACTOR/ JOINT VENTURE]**

**FORM OF AGREEMENT BY DEED**

relating to *works*

of the Motorway Service Areas - Energy Storage Systems

Contract Reference Number **[completed at award stage]**

**THIS AGREEMENT BY DEED is made the [...] day of [...] [2022] [National Highways procurement to enter date the National Highways seal is affixed]**

## **PARTIES**

- 1 **NATIONAL HIGHWAYS LIMITED**, a company incorporated in and in accordance with the laws of England, having as its registered number 09346363 of Bridge House, 1 Walnut Tree Close, Guildford, Surrey, England, GU1 4LZ (“the *Client*”) and

*[For use by single contractor state the following]*

- 2 [...] a company incorporated in and in accordance with the laws of [...], having as its registered number [...] and its registered office at [...] (the “*Contractor*”).

**OR**

*[For use by joint venture contractors state the following]*

- 2 [...] a joint venture comprising [...] [“X”] a company incorporated in and in accordance with the laws of [...], with registered number [...] whose registered office is at [...] and [...] [“Y”] a company incorporated in and in accordance with the laws of [...], with registered number [...] whose registered office is at [...] (together referred to as “the *Contractor*”).

## **RECITALS**

- A. The *Client* wishes to appoint a contractor to provide the works and for that purpose has issued invitations to tender to, amongst others, the *Contractor*.
- B. In response to the *Client*’s invitation to tender, the *Contractor* has submitted a tender to Provide the Works in conformity with the Conditions of Contract, the Contract Data and the Scope.
- C. The *Client* has accepted the *Contractor*’s tender and now wishes to appoint the *Contractor* on the terms of this Agreement.

## OPERATIVE PROVISIONS

### 1. Definitions and Interpretation

1.1. In this Agreement (including the Recitals) words and expressions have the same meaning given to them in the Conditions referred to below.

### 2. Contract Documents

2.1. The following documents form part of this Agreement:

- the NEC4 Engineering and Construction Contract (June 2017 with amendments January 2019 and October 2020) incorporating Main Option C, together with dispute resolution Option W2 and secondary Options X1 (which will only be applicable to the Decommissioning Works and the Redeployment Works), X2, X5, X7, X11, X15, X18, Y(UK)1, Y(UK)2, Y(UK)3 and Z1-Z4, Z6-Z20, Z50, Z55, Z56, Z57, Z59, Z60, Z104, Z161, Z162 ("the Conditions");
- the Contract Data, Parts One and Two, and the documents referred to in them;
- Scope;
- Tender Amendments [insert references or delete];
- the *Contractor's* tender;
- the *Commercial Workbook* and
- [insert additional documents or delete].

2.2. The several documents forming part of this Agreement are to be taken as mutually explanatory of one another.

### 3. Agreement

3.1. The *Contractor* agrees to Provide the Works for the *Client* in accordance with the provisions of this Agreement.

3.2. The *Client* will pay to the *Contractor* the amounts due under and in accordance with the provisions of this Agreement.

### 4. Publication of Information

4.1. The *Contractor* acknowledges that the *Client* is obliged to publish the provisions of

this contract in accordance with the Crown Commercial Service note entitled “Publication of Central Government Tenders and Contracts” dated November 2017 (or any later revision), except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000 (Amendment) (EU Exit) Regulations 2018. The *Client* consults with the *Contractor* before deciding whether information is exempt, but the *Contractor* acknowledges that the *Client* has the final decision. The *Contractor* co-operates with and assists the *Client* to publish this contract in accordance with the *Client*’s obligation.

## 5. Joint and Several Liability

- 5.1. Each of [X] and [Y] will be jointly and severally liable to the *Client* for the performance of the terms and fulfilment of the obligations under this Agreement.
- 5.2. The *Contractor* nominates [name of individual] to act as the *Contractor*’s representative for the purposes of this Agreement and for the giving and receiving of all notices, certificates, instructions and other communications under it. The *Contractor* shall notify the *Client* in advance of any change to the identity of the *Contractor*’s representative named in this clause.
- 5.3. Each of [X] and [Y] and [Z] will give 26 weeks’ notice to the *Client* of any proposed termination of the joint venture arrangement.
- 5.4. If the joint venture arrangement is terminated by either [X] or [Y] or [Z], it shall be treated as a fundamental breach of contract and shall entitle the *Client* to terminate this Agreement immediately. On any termination under this clause the *Client* shall have no liability to either [X] or [Y] or [Z] for loss of contracts, loss of profit or any other loss suffered by either [X] or [Y] or [Z] as a consequence of or in connection with the termination.
- 5.5. Termination of this Agreement shall not affect or limit the rights and remedies of either party in relation to any act, omission or default of the other party prior to the termination.



**Delivered** as a deed on the date of this document.

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

**Authorised Signatory**

**Authorised Signatory**

Executed as a deed by the *Contractor*

by [...]

.....

(print name of Director)

signature of Director

and [...]

.....

(print name of Director/Company  
Secretary)

signature of Director/Company Secretary

[To be placed on the Tenderer's company's letterhead]

## FORM OF TENDER

To: **NATIONAL HIGHWAYS LIMITED** (company number 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ ("the *Client*")

From: [to be completed by the Tenderer]

Company Name	
Registered Number	
Registered Office Address	
Contact Email Address	

In this Form of Tender words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to below. The word "person" includes any persons and any tenderer body or association, corporate or un-incorporate; the words "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and the words "the works" means the work in relation to which this Tender is made.

This Tender relates to the works for the Heat Networks and Electricity Generation Assets Dynamic Purchasing Agreement Dynamic Purchasing Agreement Contract for Motorway Service Areas Energy Storage Systems Contract (the works)

Having examined

1. the Instructions for Tenderers (IfT),
2. the Conditions of Contract, being the NEC4 Engineering and Construction Contract (June 2017 with amendments January 2019 and October 2020) incorporating main Option A (in respect of the Decommissioning Works and the Redeployment Works) or C (in respect of all works other than the Decommissioning Works and the Redeployment Works), together with option for avoiding and resolving disputes W2, secondary Options X1 (which will only be applicable to the Decommissioning Works) , X2, X5, X7, X11, X15 and X18, Y(UK)1, Y(UK)2, Joining Deed, Trust Deed, Y(UK)3 and Z clauses detailed in the Contract Data,

3. the Contract Data,
4. the Scope (including Annexes) and
5. the Commercial documents including the Commercial Workbook

as amended by the following Tender amendments (if any) [Tenderer to insert references of any NH Tender Amendments if issued, or delete as appropriate, before returning their tender].

We offer to carry out the *works* and maintain the same until the “*defects date*” in conformity with the said Conditions of Contract, the Contract Data and the Scope and any other documents forming the contract.

We undertake to start and complete the *works* on the dates stated in the Contract Data, subject only to adjustment in accordance with the Conditions of Contract.

The following completed documents forming part of our offer are also returned with this Tender:

Technical Envelope – Section 1:

- signed Form of Tender,
- Contract Data Part Two,
- Early Warnings Register,
- Operations & Maintenance proposal,
- Confirmation Tenderer will enter into a Parent Company Guarantee if required,
- Legal Opinion for non-UK registered companies,
- SME sub-contractor statement,
- proposed Information Assurance solution,
- GDPR confirmatory statement,
- Construction Industry Scheme statement,
- Commercially Sensitive information statement,
- Non-collusion Declaration,
- Conflict of Interest Declaration,
- certificate confirming compliance with
  - Fair Payment Charter
  - Anti-Bribery Code of Conduct
  - Anti-Fraud Code of Conduct
  - Armed Forces Covenant

Technical Envelope – Section 2:

- Quality Submission,
- Health and Safety Risk Register,
- Programme
- Programme Risk Register.

Commercial Envelope:

- Commercial Workbook,
- Resource Schedules,
- Drawings used to price the tender,
- Subcontractor Quota and Comparison sheets,
- Full set of successful Subcontractor quotations,
- Document with a detailed explanation of any zero rates (if necessary)

We agree to enter, into a formal Agreement by Deed for carrying out *the works* in the form which has been provided to us by you with the tender documentation. No binding contract exists between us until that document has been fully executed as a deed by you and us and dated.

We agree that National Highways may disclose information/documentation submitted to National Highways during this procurement more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

We certify that we accept all the Conditions of Contract included in the tender documents and that we have raised a Tender Query and received a reply within the time limits allowed by the tender process, to clarify any ambiguity we perceive in the documents. We certify that we accept the answers published by National Highways in answer to the Tender Queries raised by any Tenderer in regard to these matters.

We certify that this Tender is made in good faith and that we have not determined the amount of the Tender in collusion or in agreement with any other person. We also certify that we have not and will not:

- (a) communicate to any person other than National Highways the amount or approximate amount of the Tender or proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender is necessary to obtain insurance premium quotations required for the preparation of the Tender;
- (b) enter into any agreement or arrangement with any person that they will refrain from tendering or as to the amount of any Tender to be submitted;

- (c) pay, give or offer or agree to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the *works*, any act or thing of the sort described at (a) or (b)

We also certify that the restrictions described in paragraphs (a) and (b) above have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the Tender and any contract entered into with such subcontractors, suppliers or associated companies will be made on the basis of compliance with the above restrictions by all parties.

This offer is open for acceptance for 90 calendar days from the closing date for the submission of Tenders.

We agree, if our Tender is accepted, to provide a complete and unedited electronic version of our Tender in a format suitable for publication on a public website within 20 days of acceptance.

To help Government develop its procurement policy in respect of small businesses, National Highways needs to gather information about the size of the organisations it invites to Tender. **Tenderer to tick one of the following boxes:**

- Please tick here if your organisation has between 1 and 50 employees ☐
- Please tick here if your organisation has between 51 and 249 employees ☐
- Please tick here if your organisation has 250 or more employees ☐

In addition

- Please tick here if your organisation is a registered company ☐

*[Tenderer to include the text below (in red) if the tenderer is an unincorporated Joint Venture, otherwise delete.]*

This offer is submitted by us on a "joint and several" basis with the other members of our unincorporated joint venture. If appointed, we will undertake in the Agreement by Deed to be jointly and severally liable to you for providing the *works* and for the performance of the terms and the fulfilment of our obligations under the Agreement.

We will give you not less than 4 weeks' notice of any proposed termination of our joint venture arrangement. If the joint venture arrangement is terminated for any reason before we enter into a contract with you this Tender will be deemed to have been withdrawn.

.....  
(signed)  
(duly authorised for and on behalf of the Tenderer)