

40SEVEN Ltd
(via Bravo Solutions)

FAO: [REDACTED]

CONFIDENTIAL

Procurement Division
National Highways
Stirling House
Lakeside Court, Osier Drive
Sherwood Business Park
Nottinghamshire
NG15 0DS

<http://highwaysengland.co.uk/>

8th November 2021

**OFFICIAL SENSITIVE
SUBJECT TO CONTRACT
TECHNICAL SURVEYS AND TESTING – TOPOGRAPHICAL - SOUTH EAST REGION
OJEU ref: 2020/S 194-483833**

Dear [REDACTED]

Further to my letter dated 26th October 2021, I am writing to inform you that the standstill period for this contract has now ended and that National Highways intends to award this contract to your company.

Please note that the award of the contract may still be prevented or delayed if a claim is issued against National Highways prior to the execution and completion of the contract. No contract will exist until the contract has been executed and completed.

Contract Execution

The Form of Agreement is attached to the email sending you this letter. Please arrange for your authorised signatories to execute a copy and then please send a scanned copy to me via the Bravo Solutions portal and post the hard copy to the above address marked for the attention of [REDACTED]. Please do not date the contract. Once we have received your documents National Highways will execute the counterpart, date the agreement and send a copy to you.

Insurance

Prior to entering into the contract, you are required to provide evidence that the insurances required in the contract are in place. Please submit this evidence via Bravo.

Publicity

Until such time as we notify you, you must not publicise the contents of this letter or the award of this contract and all media enquiries should be directed to the relevant procurement officer via the Sourcing portal.

Yours sincerely

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



National Highways Limited

NEC4 Term Service Short Contract
(June 2017 with amendments January 2019)

Form of Agreement

in relation to *services* for

Technical Surveys and Testing – Topographical

South East Region

PARTIES:

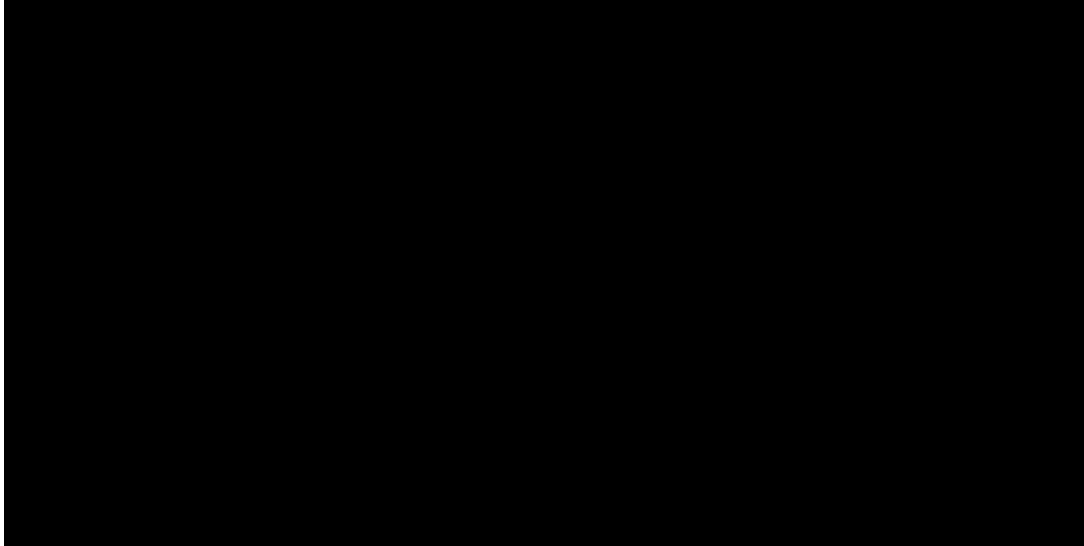
- ## RECITALS

- ## OPERATIVE PROVISIONS

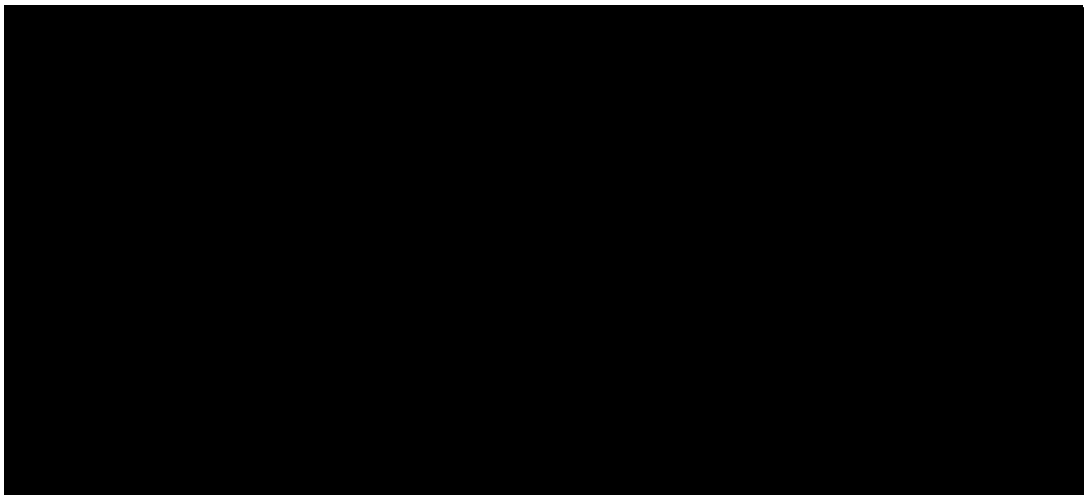
3.2. The several documents forming part of this Agreement are to be taken as mutually explanatory of one another.

Delivered as a deed on the date of this document.

Executed as a deed by the *Contractor* acting by two directors or one director and its company secretary



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





Highways England Company Limited

NEC4 Term Service Short Contract

(June 2017 with amendments January 2019 and October 2020)

Contract Data

in relation to a *service* for

**Technical Surveys and Testing – Topographical
South East Region**

CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	LY	Mar 2021
0	01	Professional Indemnity Insurance and additional compensation events.	LJR	Apr 2021

Contract Data

The *Client's* Contract Data

The *Client* is

Name

Highways England Company Limited

Address for
communications

Bridge House,
1 Walnut Tree Close
Guildford
Surrey GU1 4LZ
Registered number 09346363

Address for
electronic
communications

info@highwaysengland.co.uk

The *service* is

Topographical surveys

The *starting date* is

15th June 2021

The *service period* is

7 years

The *period for reply* is

2 weeks

The *assessment day* is the

20th (or next
working day)

of each month

Are the rates and Prices in the contract adjusted for inflation

Yes

If Yes the *index* is

*EARN01: Average
Weekly Earnings
(AWE) Regular Pay
Index figures
seasonally adjusted,
excluding bonuses and
arrears, Whole*

provided by

The Office of National
Statistics

*Economy, Tab 5,
Column K54L*

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply.

The *Adjudicator* is

Name

The person chosen by the Parties from the list of adjudicators published by the Institution of Civil Engineers

Address for
communications

TBC

Address for
electronic
communications

TBC

The interest rate on late payments is

N/A

% per complete week of delay

For any one event, the liability of the *Contractor* to the *Client* for the loss of or damage to the *Client's* property is limited to

Ten million pounds (£10,000,000)

Only enter details here if the *Client* is to provide insurance.

The *Client* provides this insurance

N/A

The *Contractor* provides the insurances from the Insurance Table and in accordance with the requirements in **Annex 03** of the Scope.

The minimum amount of cover for the second insurance stated in the Insurance Table is, for any one occurrence

Limit of indemnity ten million pounds (£10,000,000) in respect of any one occurrence without limit to the number of occurrences in any annual policy period,

But ten million pounds (£10,000,000) any one occurrence and in the aggregate per annum in respect of liability arising out of products and pollution or contamination liability (to the extent insured by the relevant policy)

The minimum amount of cover for the third insurance stated in the Insurance Table is, for any one occurrence

Not less than ten million pounds (£10,000,000) any one occurrence, the number of occurrences being unlimited during any annual period of insurance or such greater amount as is required by the applicable law for the duration of the contract or such greater period as is required by law

The minimum amount of cover for the fourth insurance stated in the Insurance Table is, for any one occurrence

A limit of indemnity of not less than £5,000,000 in respect of any one claim and in the annual aggregate. With respect to this insurance, the period following completion of the whole of the service or termination = 12 years.

The *Adjudicator* nominating body is

The Institution of Civil Engineers

The *tribunal* is

arbitration

The arbitration procedure is

The Institution of Civil Engineers Arbitration Procedure (April 2012)

Z14 - Project Bank Account

Option Y(UK)1, Trust Deed and Joining Deed of the NEC4 Term Service Contract (June 2017 with amendments January 2019) applies to the contract.

The *Contractor* is to pay any charges made and to be paid any interest paid by the *project bank*.

Conditions of Contract

The *conditions of contract* are the NEC4 Term Service Short Contract June 2017, as amended January 2019 and October 2020, the additional *conditions of contract* clauses Z1 to Z62 and

Option Y(UK)1, Trust Deed and Joining Deed of the NEC4 Term Service Contract (June 2017 with amendments January 2019) applies to the contract.

The *Contractor's* Contract Data

Completion of the data in full is essential to create a complete contract.

The *Contractor* is

Name

Address for
communications

Address for electronic
communications

The Quality Submission is in

The *region* is

South East

The *fee percentage* is in the Price List – *region*

The *people rates* are in the Price List - *region*

The *published list of Equipment* is

the last edition of the list published by the Civil
Engineering Contractors Association

The *percentage for adjustment for Equipment* is in the Price List - *region*

Contract Data entry relating to Data Protection Legislation

The contact details of the *Contractor's* Data Protection
Officer or Data Protection nominated lead are:

Contract Data entries relating to Z Clauses

Z14 - Project Bank Account

The *project bank* is

--

named suppliers are

--

Z9 - Change of Control and financial distress

The *credit ratings* at the Contract Date and rating agencies issuing them are

party	rating agency	credit rating
Contractor		
Consortium Member		
Guarantor		

Z Clauses Contents	
Number	Title
Z1	Changes to Core clauses
Z2	Interpretation
Z3	Recovery of sums due from the <i>Contractor</i> .
Z4	Assignment and transfer
Z5	Not Used
Z6	Adjudication
Z7	Termination – Public Contract Regulations 2015
Z8	Subcontracting
Z9	Change of Control and financial distress
Z10	Joint ventures
Z11	Parent Company Guarantee
Z12	Discrimination, Bullying and Harassment
Z13	Intellectual Property Rights (IPRs)
Z14	Project Bank Account
Z15	Tax Non – Compliance
Z16	Value Added Tax Recovery
Z17	Termination and removal of part of the <i>service</i>
Z18	Corruption or loss of data
Z19	Conflict of Interest
Z20 – Z55	Not Used
Z56 – Z58	Construction Industry Scheme
Z59	Indemnified claims
Z60	Tax Arrangements of appointees
Z61	Not Used
Z62	Third Party Rights

Z1	Changes to core & Secondary Option clauses
11	Identified and defined terms
11.2	<p>Add the following defined terms:</p> <p>(16) Associated Company is any of</p> <ul style="list-style-type: none">• A Consortium Member or• Any company, corporation, partnership, joint venture or other entity which directly or indirectly Controls, is under the Control of or is under common Control with the <i>Contractor</i> or a Consortium Member. <p>(17) The Authorisation is a document authorising the project bank to make payments to the <i>Contractor</i> and Named Suppliers.</p> <p>(18) Change of Control is an event where any single person, or group of persons acting in concert, acquires Control of the <i>Contractor</i> or a Consortium Member or acquires a direct or indirect interest in the relevant share capital of the <i>Contractor</i> or a Consortium Member, as a result of which that person or group of persons holds or controls the largest direct or indirect interest in (and in any event more than 25% of) the relevant share capital of the <i>Contractor</i> or a Consortium Member.</p> <p>(19) Consortium Member is an organisation which is a member of the group of economic operators comprising the <i>Contractor</i>, whether as a participant in a non-integrated joint venture or a shareholder in a joint venture company.</p> <p>(20) The Contract Date is the date when the contract came into existence.</p> <p>(21) Control has the meaning set out in section 1124 of the Corporation Tax Act 2010.</p> <p>(22) Controller is the single person (or group of persons acting in concert) that</p> <ul style="list-style-type: none">• has Control of the <i>Contractor</i> or a Consortium Member or• holds or controls the largest direct or indirect interest in the relevant share capital of the <i>Contractor</i> or a Consortium Member. <p>(23) Credit Rating is the credit rating or any revised long term credit rating issued by a rating agency accepted by the <i>Client</i> in respect of the <i>Contractor</i>, a Consortium Member or any Guarantor.</p> <p>(24) Data Protection Legislation – has the meaning defined in the Scope.</p> <p>(25) The Discrimination Acts are the Equality Act 2010 and any provisions of any earlier statutes that are expressly preserved in force by that Act.</p> <p>(26) DOTAS are the Disclosure of Tax Avoidance Schemes rules contained in Part 7 of the Finance Act 2004 and in secondary legislation made pursuant to it, as extended to National Insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012 (SI 2012/1868).</p>

(27) Enforcement Action is enforcement action brought by a regulatory authority against the *Contractor* or an Associated Company under any health and safety or environmental legislation, including a successful prosecution or the issue of a prohibition or improvement notice under any contract.

(28) Financial Standing Test is the financial test for the *Contractor*, a Consortium Member or a proposed guarantor used in the tender stage of the competition for this contract.

(29) General Anti-Abuse Rule is

- The legislation in Part 5 of the Finance Act 2013 and
- Any future legislation introduced to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions.

(30) Guarantor is a person who gives a Parent Company Guarantee to the *Client*.

(31) Halifax Abuse Principle is the principle explained in the CJEU case C-255/02 Halifax and others.

(32) Incoming Contractor is any contractor appointed by the *Client* to Provide the Service or part of it (or a similar service or part of it) in place of the *Contractor*.

(33) Indemnified Claim is a matter for which the *Contractor* is liable under the contract.

(34) Indemnified Person has the meaning defined in the Scope.

(35) Information Systems are the systems specified in the Scope for the collection and storage of information regarding the *service* or any revised systems introduced by the *Client* from time to time.

(36) Intellectual Property Rights or IPRs are copyright and related rights, database rights, design rights, patents, inventions, trade marks (and goodwill attaching to those trade marks), domain names, applications for and the right to apply for any of the foregoing, moral rights, confidential information and any other intellectual or industrial property rights, whether or not registered or capable of registration, whether subsisting now or in future in any part of the world.

(37) Joining Deed is an agreement in the form set out in the contract under which the Supplier joins the Trust Deed.

(38) Named Suppliers are *named suppliers* and other Suppliers who have signed the Joining Deed.

(39) Parent Company Guarantee is a guarantee of the *Contractor's* performance in the form set out in the Scope

(40) Performance Requirement is the required standard for performance of each element of the *service* as specified in the Scope.

(41) Personal Data – has the meaning defined in the Scope.

(42) Project Bank Account is the account used to receive payments from the Client and the *Contractor* and to make payments to the *Contractor* and Named Suppliers.

(43) A Subcontractor is a person or organisation that has a contract with the *Contractor* to provide a service which is necessary to Provide the Service, except for the

- hire of Equipment or
- supply of people paid for by the *Contractor* according to the time they work.

(44) Related Dispute is a dispute under or in connection with a contract between a Party and Others relating to this contract.

(45) Related Dispute Adjudicator is an adjudicator appointed to determine a Related Dispute.

(46) Relevant Tax Authority is HM Revenue & Customs or, if the *Contractor* is established in another jurisdiction, the tax authority in that jurisdiction.

(47) RIDDOR Incident is an incident occurring under any contract between

- The *Contractor* or an Associated Company and
- The *Client* or any other person

Which results in death or serious injury to any worker or non-worker and for which the *Contractor* is responsible under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (or any replacement of it).]

(48) The Secretary of State is the Secretary of State for Transport.

(49) Staff are employees employed by the *Contractor* or an Associated Company or any Subcontractor to Provide the Service at any time.

(50) A Supplier is a person or organisation who has a contract to

- provide part of the *service*,
- provide a service necessary to Provide the Service or
- supply Plant and Materials for the *service*.

(51) Tax Non-Compliance is where a tax return submitted by the *Contractor* or a Consortium Member to a Relevant Tax Authority on or after 1 October 2012

- Is found on or after 1 April 2013 to be incorrect as a result of a Relevant Tax Authority successfully challenging the *Contractor* or a Consortium Member under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rule or legislation with similar effect or
- The failure of an avoidance scheme in which the *Contractor* or a Consortium Member was involved which was (or should have been)

notified to a Relevant Tax Authority under the DOTAS or a similar regime or

- Gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax-related offences which is not spent at the date of award of this contract or to a civil penalty for fraud or evasion.

(52) Tender Commitment Register is the register of commitments in the Quality Submission.

(53) Trust Deed is an agreement in the form set out in the contract which contains provisions for administering the Project Bank Account.

Amend the following terms

51 Payment

In clause 51.1 of the *conditions of contract*, delete “three weeks” and insert “14 days”.

60 Compensation events

In clause 60.1(1) delete the full stop and insert

or a change to the Information Systems or the introduction of a new Information System or, a change to the method of or requirements for performance measurement.

60.1 (4) Insert at the end (before the full stop)

“unless the instruction relates to a notification from the *Contractor* that a conflict of interest may exist or arise”.

Insert additional compensation events

60.1 (10) The *Client* notifies the *Contractor* that payments under the contract will no longer be made using the Project Bank Account.

60.1 (11) The *Contractor* encounters physical conditions which

- are within the survey site,
- are not weather conditions and
- an experienced contractor would have judged, at the date of the *Contractor's Offer*, to have such a small chance of occurring that it would have been unreasonable to have allowed for them.

Only the difference between the physical conditions encountered and those for which it would have been reasonable to have allowed is taken into account in assessing a compensation event.

(12) The *Contractor* is prevented by weather from carrying out all work on the survey site for periods of time, each at least one full working day, which are in total more than one seventh of the total number of days between the *starting date* and the Completion Date. In assessing this event, only the working days which exceed this limit and on which work is prevented by no other cause are taken into account.

83 Insurance Cover

83.3 Add to the INSURANCE TABLE, under INSURANCE AGAINST

“Liability of the Contractor for claims made against it arising out of the Contractor’s failure to use the skill and care normally used by professionals providing services similar to the *service*.”

83.3 Add to the INSURANCE TABLE, under MINIMUM AMOUNT OF COVER

“The amount stated in the Contract Data”

Z2 Interpretation

Z2.1 In the contract, except where the context shows otherwise:

- references to a document include any revision made to it in accordance with the contract;
- references to a statute or statutory instrument include any amendment or re-enactment of it from time to time and any subordinate legislation or code of practice made under it;
- references to a British, European or International standard include any current relevant standard that replaces it;
- references to persons or organisations include bodies corporate, unincorporated associations, partnerships and any other legal entity; and
- the words “includes” or “including” are construed without limitation.

Z3 Recovery of sums due from the *Contractor*

Z3.1 Where, under the contract a sum of money is recoverable from or payable by the *Contractor*, such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time after may become due to the *Contractor* under the contract or any other contract with the *Client*.

Z4 Assignment and transfer

Z4.1 The *Contractor* does not assign, transfer or charge the benefit of the contract or any part of it or any benefit or interest under it without the prior agreement of the *Client*.

Z4.2 If the *Contractor* wishes to transfer the benefit and burden of the contract to a new contractor, it seeks the *Client*’s agreement to do so. The *Contractor* explains the reasons for the proposed transfer and provides the *Client* with all

such information as the *Client* may require in order to makes its decision. If the *Client* (in its absolute discretion) agrees to the proposed transfer, the Parties and the new contractor execute a novation in the relevant form set out in the Scope or such other form as the *Client* may reasonably require.

Z4.3 If requested by the *Client*, the *Contractor* executes a novation agreement in the form specified in the Scope (or such other form as the *Client* may reasonably require) transferring the benefit and burden of the contract to

- an organisation established to take over the *Client*'s functions or part of them,
- another public body exercising similar functions,
- a Department or Office of Her Majesty's Government or
- a local authority

Z5 **Not used**

Z6 **Adjudication**

Z6.1 The NEC4 Dispute Resolution Service Contract (June 2017) includes the following additional condition of contract:

Any information concerning the contract obtained by either the *Adjudicator* or any person advising or aiding him is confidential, and is not used or disclosed by the *Adjudicator* or any such person except for the purposes of this Agreement. The *Adjudicator* complies, and takes all reasonable steps to ensure that any persons advising or aiding him comply, with the Official Secrets Acts 1911 to 1989.

Z6.2 If a dispute under the contract raises issues that are substantially the same as or connected with issues in a Related Dispute and the Related Dispute has been referred to adjudication, the dispute under the contract is referred to the Related Dispute Adjudicator and the Related Dispute Adjudicator becomes the *Adjudicator*.

Z7 **Termination - Public Contract Regulations 2015**

Z7.1 The *Client* may terminate if one of the mandatory or discretionary grounds for exclusion referred to in regulation 57 of the Public Contracts Regulations 2015 applied to the *Contractor* at the Contract Date.

Z7.2 The *Client* may terminate the contract with immediate effect

- if the contract has been subject to substantial modification which would have required a new procurement procedure pursuant to regulation 72 of the Public Contracts Regulations 2015 or
- the Court of Justice of the European Union declares in a procedure under Article 258 of the Treaty on the Functioning of the European

Union, that a serious infringement of the obligations under the European Union Treaties and the Public Contracts Directive has occurred.

- Z7.3 The procedure and amount due on termination are the same as for
- Reason 2 if the modification or infringement was due to a default by the *Contractor*,
 - Reason 5 if the modification or infringement was due to a default by the *Client* and
 - Reason 8 if the modification or infringement was due to any other reason

Z8 Subcontracting

- Z8.1 The *Contractor* assesses the amount due to a subcontractor without taking into account the amount assessed under the contract.
- Z8.2 If the *Contractor* subcontracts work to an Associated Company, the Defined Cost of the work subcontracted is assessed as if the work had not been subcontracted unless otherwise agreed by the *Client*.
- Z8.3 The *Client* may, having stated the reasons, instruct the *Contractor* to remove a subcontractor (at any stage of remoteness from the *Client*). The *Contractor* then arranges the removal of the subcontractor (at any stage of remoteness from the *Client*) and the appointment of a replacement in accordance with the contract
- Z8.4 The *Client* may terminate if a key Subcontractor or another key resource needed for the *service* is no longer available and the *Contractor* is unable to propose an alternative resource acceptable to the *Client*. In the event of a termination under this clause, the termination procedures and the amounts due on termination are as for Reason 2.
- Z8.5 Before
- appointing a proposed subcontractor or
 - allowing a subcontractor to appoint a proposed subsubcontractor
- the *Contractor* submits to the *Client* for acceptance
- either
 - a European Single Procurement Document (as described in regulation 59 of the Public Contracts Regulations 2015) in respect of the proposed subcontractor or subsubcontractor or
 - other means of proof that none of the mandatory or discretionary

grounds for exclusion referred to in regulation 57 of the Public Contracts Regulations 2015 applies to the proposed subcontractor or subsubcontractor

- details of any RIDDOR Incident under any contract for which the proposed subcontractor or subsubcontractor is responsible and of any Enforcement Action brought against the proposed subcontractor or subsubcontractor

Z8.6 The *Contractor* does not appoint the proposed subcontractor (or allow the subcontractor to appoint the proposed subsubcontractor) until the *Client* has accepted the submission. Reasons for not accepting the submission are that

- it shows that there are grounds for excluding the proposed subcontractor or subsubcontractor under regulation 57 of the Public Contracts Regulations 2015
- the *Client* is not satisfied that the proposed subcontractor or subsubcontractor has put in place adequate measures to ensure that the RIDDOR Incident or Enforcement Action will not recur

Z8.7 If requested by the *Client*, the *Contractor* provides further information to support, update or clarify a submission under clause Z8.5

Z8.8 If, following the acceptance of a submission under clause Z8.6, it is found that

- one of the grounds for excluding the subcontractor or subsubcontractor under regulation 57 of the Public Contracts Regulations 2015 applies or
- the subcontractor or subsubcontractor has not put in place adequate measures to ensure that the RIDDOR Incident or Enforcement Action will not recur

the *Client* may instruct the *Contractor* to

- replace the subcontractor or
- require the subcontractor to replace the subsubcontractor.

Z9 **Change of Control and financial distress**

Z9.1 The *Contractor* notifies the *Client* immediately if a Change of Control has occurred or is expected to occur except to the extent that (and for as long as) it is prevented from doing so by any disclosure restriction imposed on it by any tribunal or regulatory authority.

Z9.2 The *Contractor* notifies the *Client* immediately of any material change in

- the direct or indirect legal or beneficial ownership of any shareholding in the *Contractor* (or a Consortium Member). A change is material if it relates directly or indirectly to a change of 3% or more of the issued

share capital of the *Contractor* (or a Consortium Member), or

- the composition of the *Contractor* or a Consortium Member. A change is material if it directly or indirectly affects the performance of this contract by the *Contractor* or is considered substantial in accordance with Regulation 72(8)(e) of the Public Contracts Regulations 2015.

Z9.3 The *Contractor* notifies the *Client* immediately of any change or proposed change in the name or status of the *Contractor* or a Consortium Member.

Z9.4 The *Contractor* notifies the *Client* immediately if any of the following events occurs in relation to the *Contractor*, a Consortium Member or a Guarantor

- its Credit Rating falls below the relevant *credit rating*,
- there is a further fall in its Credit Rating below the relevant *credit rating*,
- it issues a profits warning to a stock exchange or makes any other public announcement about a material deterioration in its financial position or prospects,
- it is subject to a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety,
- it commits a material breach of its covenants to its lenders or
- its financial position or prospects deteriorate to such an extent that it would not meet the Financial Standing Test.

Z9.5 If a Change of Control occurs and is likely to give rise to an actual or potential conflict of interest, the *Contractor* and the *Client* meet within one week to discuss the actions to be taken by either Party in order to overcome or mitigate the conflict. If the Parties do not agree and implement the actions needed to overcome or mitigate the conflict, the *Client* may terminate the *Contractor's* obligation to Provide the Service with immediate effect. In the event of a termination under Z9.5, the termination procedures followed are clause 91.1 & 91.2 and the amounts due on termination are 92.1.

Z9.6 If as a result of a Change of Control

- a person or organisation that does not comply with the selection questionnaire completed by the *Contractor* at tender stage is an Associated Company, or
- the *Client* decides (having reviewed any information provided by the *Contractor* and made appropriate inquiries) that the *Contractor* is no longer in a position to Provide the Service,

the *Client* may terminate the *Contractor's* obligation to Provide the Service with immediate effect. In the event of a termination under Z9.6, the termination procedures followed are clause 91.1 & 91.2 and the amounts due

on termination are 92.1.

- Z9.7 If a Change of Control occurs, the *Contractor* provides to the *Client*
- certified copies of the audited consolidated accounts of the Controller for the last three financial years,
 - a certified copy of a board minute of the Controller confirming that it will give to the *Client* a Parent Company Guarantee if so required by the *Client*,
 - any other information required by the *Client* in order to determine whether the Controller meets the Financial Standing Test and
 - any other information requested by the *Client* in order to satisfy itself that the *Contractor* remains in a position to perform its obligations under this contract.
- Z9.8 If a Change of Control or any of the events listed in clauses Z9.2 to Z9.4 occurs, the *Client* may require the *Contractor* to give to the *Client* a Parent Company Guarantee from the Controller or (if the Controller does not meet the Financial Standing Test) an alternative guarantor proposed by the *Contractor* and accepted by the *Client*.
- Z9.9 A reason for not accepting an alternative guarantor proposed by the *Contractor* is that it does not
- meet the Financial Standing Test,
 - provide the legal opinion required in clause Z9.13 or
- have a Credit Rating at least equal to the *credit rating* for the person to whom the event listed in clause Z9.4 has occurred.
- Z9.10 If so required by the *Client*, the *Contractor* within four weeks after the *Client* notifies the requirement gives to the *Client* a Parent Company Guarantee from the Controller or an alternative guarantor accepted by the *Client*.
- Z9.11 The *Client* may accept a Parent Company Guarantee from the Controller or an alternative guarantor proposed by the *Contractor* who does not meet the Financial Standing Test if the *Contractor* gives to the *Client* an assurance that the Controller or the alternative guarantor will meet the Financial Standing Test within 18 months of the *Client's* acceptance. If so, the Parties agree a process for reviewing the financial standing of the Controller or the alternative guarantor during that period in order to demonstrate to the *Client* that it will meet the Financial Standing Test by the end of that period.
- Z9.12 If
- the *Contractor* fails to notify the *Client* that an event listed in clause Z9.4 has occurred,

- neither the Controller nor any alternative guarantor proposed by the *Contractor* complies with the Financial Standing Test within the timescale stated in clause Z9.11 or fails to provide the legal opinion required by clause Z9.13
- the *Contractor* does not give to the *Client* a Parent Company Guarantee from the Controller or an alternative guarantor accepted by the *Client* within four weeks of a request from the *Client* to do so or
- the *Contractor* fails to demonstrate to the *Client* that the Controller or the alternative guarantor accepted by the *Client* will meet the Financial Standing Test within 18 months of the *Client's* acceptance

the *Client* may treat such failure as a substantial failure by the *Contractor* to comply with the contract.

Z9.13 If the *Contractor*, a Consortium Member, a Guarantor or an alternative guarantor proposed by the *Contractor* (in this clause referred to as a “relevant entity”) is not a company incorporated in and subject to the laws of England, the *Contractor* provides a legal opinion from a lawyer or law firm which is

- qualified and registered to practise in the jurisdiction in which the relevant entity is incorporated and
- accepted by the *Client*.

The legal opinion is addressed to the *Client* on a full reliance basis and the liability of the lawyer or law firm giving the opinion is not subject to any financial limitation unless otherwise agreed by the *Client*.

The legal opinion confirms that the method of execution of the Parent Company Guarantee is valid and binding under applicable local law and in particular covers the matters listed in the Scope.

Z10 Joint ventures

Z10.1 This clause applies if the *Contractor* is an unincorporated joint venture.

Z10.2 Each Consortium Member is jointly and severally liable to the *Client* for the performance of the *Contractor's* obligations under this contract.

Z10.3 The *Contractor* nominates the representative named in the Contract Data for the purposes of the contract and for the giving and receiving of all notices, certificates, instructions and other communications under it. The *Contractor* acknowledges that receipt of a communication by the *Contractor's* nominated representative constitutes receipt by all the Consortium Members. The *Contractor* notifies the *Client* in advance of any change to the identity of the *Contractor's* nominated representative.

Z10.4 The *Contractor* acknowledges that any payment made by the *Client* to a Consortium Member under the contract to that extent discharges the *Client's*

liability to make payment to the *Contractor*.

Z10.5 A Consortium Member gives not less than four weeks' notice to the *Client* of any proposed termination of the joint venture arrangement.

Z10.6 Termination of the joint venture arrangement for any reason is treated as a substantial failure by the *Contractor* to comply with the contract.

Z10.7 Where two or more Consortium Members comprise the *Contractor*, clause 90.1 & 90.2 of the conditions of contract are amended by inserting after "the other Party" the words "or in the case of the *Contractor*, any Consortium Member".

Z11 Parent Company Guarantee

Z11.1 If required by the *Client*, the *Contractor* gives to the *Client* a Parent Company Guarantee. If a Parent Company Guarantee was not given by the Contract Date, it is given to the *Client* within four weeks of the date of award of the contract, or of the *Client's* request, whichever is later.

Parent Company Guarantees are given for:

- a standalone company – from its Controller, or
- a joint venture (whether incorporated or unincorporated) – from the Controller of each Consortium Member.

In all cases it is for the *Client* to decide whether it will accept a Parent Company Guarantee from a company other than the Controller.

Z11.2 A failure to comply with this condition is treated as a substantial failure by the *Contractor* to comply with the contract.

Z12 Discrimination, Bullying and Harassment

Z12.1 The *Contractor* indemnifies the *Client* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Client* arising out of or in connection with

- any investigation or proceedings under the Discrimination Acts or
- an allegation of bullying or harassment

resulting from any act or omission of the *Contractor* in connection with the contract.

Z13 Intellectual Property Rights (IPRs)

Z13.1 The *Client* owns (or will own) all IPRs in material prepared in connection with this contract, except as stated otherwise in the Scope. To the extent that these IPRs do not automatically belong to the *Client*, the *Contractor* enters into such documents and does such acts as the *Client* requests to transfer the IPRs to the *Client*, and procures that its subcontractors (at any stage of

remoteness from the *Client*) do the same. The *Contractor* provides to the *Client* the documents which transfer these IPRs to the *Client*.

- Z13.2 The *Contractor* obtains perpetual, royalty-free, non-exclusive, assignable and irrevocable licences (capable of being sub-licensed to a third party, with the right to grant further sub-licences) of other IPRs for the *Client* as stated in the Scope. Any licence granted under this clause survives the termination or expiry of the contract and cannot be terminated by the *Contractor* or its assignees or any third party. The *Contractor* provides to the *Client* the documents which license these IPRs to the *Client*.

The *Contractor's* or third party licensor's exclusive remedies for any breach by the *Client*, or any sub-licensee, of any licence granted under this clause are damages and equitable relief.

- Z13.3 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) contains a right for the *Client* (enforceable in accordance with the Contracts (Rights of Third Parties) Act 1999) to enforce the obligations in this clause.

Z14 **Project Bank Account**

- Z14.1 If so stated in the Contract Data, Option Y(UK)1 of the NEC4 Term Service Contract (June 2017 with amendments January 2019)) applies to the contract, save that references to the Service Manager in Option Y(UK)1 are treated as references to the Client, and as amended below.

- Z14.2 Y1.2 In line 1 delete "three" and insert "six".

Clause Y1.6 is amended by inserting the following after the second sentence:

"The *Client* may propose that a Supplier is added to the Named Suppliers. The *Contractor* accepts the proposal if the addition of the Supplier to the Named Suppliers is practicable.

- Z14.3 Clause Y1. 9 Delete the final sentence and insert "The *Client* confirms its acceptance of the Authorisation no later than one day before the final date for payment and the *Contractor* submits it to the project bank. A reason for not accepting the Authorisation is that it does not match the application for payment or it does not comply with the requirements of the contract".

- Z14.4 The *Client* may at any time notify the *Contractor* that payments under the contract will no longer be made using the Project Bank Account. This notice is a compensation event. Within one week of the *Client's* notice, the *Contractor* notifies the Named Suppliers that the Project Bank Account is no longer to be used and proposes an alternative method to ensure that the Named Suppliers receive payments in accordance with their contracts.

Z15	Tax Non – Compliance
Z15.1	The <i>Contractor</i> warrants that it has notified the <i>Client</i> of any Tax Non-Compliance or any litigation in which the <i>Contractor</i> (or a Consortium Member) is involved relating to any Tax Non-Compliance prior to the Contract Date.
Z15.2	<ul style="list-style-type: none">• The <i>Contractor</i> notifies the <i>Client</i> within one week of any Tax Non-Compliance occurring after the Contract Date and provides details of• the steps the Contractor is taking to address the Tax Non-Compliance and to prevent a recurrence,• any mitigating factors that it considers relevant and• any other information requested by the <i>Client</i>.
Z15.3	<p>The <i>Contractor</i> is treated as having substantially failed to comply with the contract if</p> <ul style="list-style-type: none">• the warranty given by the <i>Contractor</i> under clause Z15.1 is untrue,• the <i>Contractor</i> fails to notify the <i>Client</i> of a Tax Non-Compliance or <p>the <i>Client</i> decides that any mitigating factors notified by the <i>Contractor</i> are unacceptable.</p>
Z16	Value Added Tax (VAT) Recovery
Z16.1	An amount due under the contract calculated by reference to a sum incurred by any person includes value added tax only to the extent that it is not recoverable as input tax by that person (or a member of the same tax group) by set-off or repayment.
Z17	Termination and removal of part of the service
Z17.1	<p>The <i>Client</i> may instruct the <i>Contractor</i> that</p> <ul style="list-style-type: none">• part of the <i>service</i> is to be permanently removed from the contract or• for urgent reasons of health and safety, part of the <i>service</i> is to be temporarily removed from the contract. <p>In either case the <i>Contractor</i> acknowledges that the <i>Client</i> may itself, or may appoint another supplier in place of the <i>Contractor</i> to provide works similar to the removed <i>service</i> (or part of it).</p>
Z17.2	An instruction given under clause Z17.1 is assessed as a compensation event, except that if the instruction is given for Reason 1, the assessment includes a deduction of the forecast of the additional cost to the <i>Client</i> of completing the removed <i>works</i> .
Z17.3	If the <i>Contractor's</i> obligation to Provide the Service is terminated for any

reason, the *Contractor* if instructed by the *Client*

- completes the performance of any part of the *service* started prior to the date of termination and
- co-operates with the *Client* or any Incoming Contractor so as to ensure a smooth transfer of functions.

Z18 Corruption or loss of data

Z18.1 If any data of the *Client* is corrupted, lost, stolen or sufficiently degraded as a result of the *Contractor* default so as to be unusable, the *Contractor* immediately reports this to the *Client* and

- the *Client* may instruct the *Contractor* to restore the data in accordance with the *Client's* requirements or
- the *Client* may itself restore the data (and the *Contractor* pays to the *Client* any reasonable expenses which the *Client* incurs in so doing).

Z19 Conflict of Interest

Z19.1 Any steps taken in accordance with paragraph S329.1 in the Scope is not a compensation event.

Z19.2 A failure to comply with paragraph S329.1 in the Scope is treated as a substantial failure by the Contractor to comply with the contract.

Z20-Z55 Not Used

Z56 Construction Industry Scheme

Z56.1 In this clause (but not otherwise)

- the “Act” is the Finance Act 2004 and
- the “Regulations” are the Income Tax (Construction Industry Scheme) Regulations 2005.

Z56.2 The contract falls within the scope of the Construction Industry Scheme provided for by Chapter 3, Part 3 of the Act.

Z56.3 The *Contractor* provides the information required by the Regulations to enable the *Client* to verify (in accordance with paragraph 6 of the Regulations) whether the *Contractor* under the Act

- is registered for gross payment,
- is registered for payment under deduction,
- is exempt from registration as a local authority or other public body or
- is neither registered nor exempt from registration.

- Z56.4 If the *Contractor* is registered for payment under deduction or is neither registered nor exempt from registration
- the *Contractor* submits an application for payment which separately identifies the cost of labour and
 - the *Client* deducts the relevant percentage from the payment in accordance with the Act and the Regulations.

Z57 **Not Used**

Z58 **Not Used**

Z59 **Indemnified claims**

Z59.1 The *Client* notifies the *Contractor* as soon as practicable of any notice or demand which it receives in respect of a matter for which the *Contractor* is liable under the contract (an Indemnified Claim).

Z59.2 The *Contractor* may elect to conduct the defence of any Indemnified Claim (including any settlement negotiations) in the name of the *Client*. The *Client* co-operates with and gives reasonable assistance to the *Contractor* in defending the Indemnified Claim.

Z59.3 The *Contractor* keeps the *Client* fully and regularly informed and consults with the *Client* as appropriate in relation to the conduct of any Indemnified Claim.

Z59.4 Where the *Contractor* is diligently conducting the defence of an Indemnified Claim, the *Client* does not settle nor agree to make a payment in respect of the Indemnified Claim without the prior consent of the *Contractor*.

Z59.5 The *Contractor* bears the costs which it incurs in defending an Indemnified Claim. The *Contractor* indemnifies the *Client* against any costs incurred by the *Client* arising out of the *Contractor's* defence of the Indemnified Claim.

Z59.6 The *Client* may, at any time prior to the settlement of an Indemnified Claim, give the *Contractor* notice that it is taking over the conduct of an Indemnified Claim. On receipt of the *Client's* notice the *Contractor*

- takes all the steps necessary to transfer the conduct of the Indemnified Claim to the *Client* and
- co-operates with and gives reasonable assistance to the *Client* in defending the Indemnified Claim.

Where the reason for the *Client's* notice is not due to the fault of the *Contractor* in conducting the Indemnified Claim, the *Contractor* is released from its indemnity to the *Client* in respect of it.

Z60 **Tax Arrangements of appointees**

- Z60.1 Where any Staff are liable to be taxed in the United Kingdom in respect of consideration received under this contract, the *Contractor* complies, and procures that the Staff comply, with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.
- Z60.2 Where any Staff are liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, the *Contractor* complies, and procures that the Staff comply, with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.
- Z60.3 The *Client* may, at any time during the term of this contract, request the *Contractor* to provide information to demonstrate either how any member of Staff is complying with clauses Z60.1 and Z60.2 or why those clauses do not apply to it.
- Z60.4 If the *Contractor* fails to provide information in response to a request under clause Z60.3
- within the period for reply or
 - which adequately demonstrates either how any member of Staff is complying with clauses Z60.1 and Z60.2 or why those clauses do not apply to it
- the *Client* may
- treat such failure as a substantial failure by the *Contractor* to comply with his obligations or
 - instruct the *Contractor* to replace the relevant member of Staff.
- Z60.5 If the *Client* receives or identifies information through any means which demonstrates that a member of Staff is not complying with clauses Z60.1 and Z60.2, the *Client* may treat such non-compliance as a substantial failure by the *Contractor* to comply with the contract.
- Z60.6 The *Contractor* acknowledges that the *Client* may
- supply any information which it receives under clauses Z60.3 or Z60.5 or
 - advise the non-supply of information
- to the Commissioners of Her Majesty's Revenue & Customs for the purpose of the collection and management of revenue for which they are responsible.

Z61 **Not Used**

Z62 **Third Party Rights**

-
- Z62.1 A subcontractor and subsubcontractor have the right to enforce the terms of clause Z8 Subcontracting and Fair payment (Scope section S 346).
- Z62.2 A Named Supplier has the right to enforce clause Z14 (Project Bank Account)
- Z62.3 Otherwise a person or organisation who is not a Party has no right to enforce any term of this contract under the Contracts (Rights of Third Parties) Act 1999.



Highways England Company Limited

NEC4 Term Service Short Contract

(June 2017 with amendments January 2019 and October 2020)

SCOPE

in relation to *services* for

Technical Surveys and Testing – Topographical

March 2021

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	LY	March 2021
1	1	Add PAS type D and reference to RICS	ET	March 2021

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13	Form of Novation (<i>Client</i> to new <i>Client</i>)
14	Form of Novation (<i>Contractor</i> to new <i>Contractor</i>)
15	Health and Safety
16	Parent Company Guarantee

S 100 Description of the service	
S 100.1	The Technical Services and Testing - Topographical contracts comprise of six term service contracts, each with a duration of up to seven years, subject to satisfactory performance.
S 100.2	<p>Each region is covered by one contractor. The regions covered by these contracts are;</p> <ul style="list-style-type: none"> • North West (areas 10 and 13) • Yorkshire and North East (areas 12 and 14) Area 12 will be covered by this contract from June 2021 • East (areas 6 and 8) • Midlands (areas 7 and 9) Area 9 will be covered by this contract from July 2022 • South East (areas 3 and 4) Area 3 will be covered by this contract from November 2021 • South West (areas 1 and 2) <p>A map of each region can be found in Annex 02.</p>
S 100.3	The area in which the <i>Contractor</i> Provides the Service for this contract is the <i>region</i> .
S 100.4	The <i>Contractor</i> may be asked to cover work in an adjacent region/super region. If this should occur, the <i>Client</i> will discuss this with the <i>Contractor</i> and it will be classed as a Compensation Event.
S 100.5	<i>The Client</i> will instruct surveys to be undertaken via individual Task Orders.
S 101 Service objectives	
S 101.1	The survey information provided by the <i>Contractor</i> will be used by the <i>Client</i> for a range of purposes, including asset management and improved asset knowledge, and for the development and design of network maintenance and improvement schemes.
S 101.2	The contract is designed to be flexible and allow for direct issuing of work. Task Orders can be used in several ways, from instructing single, unplanned surveys to a long-term programme of work.
S 101.3	Appointing one <i>Contractor</i> to cover each region gives certainty of work and builds collaborative relationships between <i>Client</i> and <i>Contractor</i> . Responsiveness is improved by the simpler, faster issuing of Task Orders and earlier engagement with the <i>Contractor</i> .
S 101.4	The contract seeks to improve data quality by working closely with the <i>Contractor</i> , both to ensure that the data provided is accurate and to explore innovative approaches to delivering surveys through the life of the contract.

S 102 Description of the service

S 102.1	<p>The site-specific requirements will be detailed in individual Task Orders but in general, the Contractor will be required to undertake the following activities:</p> <p>Topographical surveys</p> <p>The undertaking of topographical surveys and recording of details of the features that make up the public highway in the area to be surveyed. This includes, but not limited to, details of the following:</p> <ul style="list-style-type: none"> • Roads • Tracks • Footways • Road Markings • Verges • Earthworks • Soft landscaping & vegetation • Street Furniture • Structures (including drainage assets and other physical assets) • Structures (Headroom above carriageway) <p>This category will also include other related surveys such as:</p> <ul style="list-style-type: none"> • 3D laser scanning • Mobile mapping (cloud point) i.e. LIDAR or similar • Surveys using small unmanned aircraft (SUA) <p>Vegetation clearance</p> <p>The undertaking of site/vegetation clearance to enable surveys to be undertaken</p> <p>Ground Penetrating Radar (GPR)</p> <p>PAS 128 Category Types A to D (Ground Penetrating Radar (GPR) survey for utility detection purposes.</p>
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S 102.2	The primary purpose of these surveys is to provide technical data used for a range of purposes, including asset management and for the development and design of network maintenance and improvement schemes.
S 102.3	Task Orders can be issued as urgent single surveys or multiple surveys from a plan or programme. Timings from the issue of Task Orders to surveys taking place will be dependent on the availability of roadspace and the urgency of the work.
S 102.4	The Contractor is responsible for post-site works analysis and pre-processing data and providing it to the <i>Client</i> . In some cases the data will need to be in a format that is acceptable for uploading to the Client's systems as detailed in the Asset Data Management Manual (see link in Annex 02).
S 102.4	The Contractor may be required to provide temporary traffic management to facilitate surveys.
S 102.5	The Contractor may be required to provide other related surveys such as undertaking trials of new technology relating to topographical surveys and providing technical support and providing interpretive reports.
S 102.6	When required for individual Task Orders, the Contractor shall undertake the CDM duty holder role of principal Contractor and co-ordinate the works on site, including in some cases the works of other Contractors employed by the <i>Client</i> to undertake surveys.
S 102.7	<p>The specification that shall apply to the services is in line with current industry best practice and guidance documentation and is detailed in Section S 200 with links to the following standard specifications:</p> <p>Volume 5 section 1 of the Manual of Contract Documents for Highway Works (MCHW).</p> <p>RICS Guidance Information</p> <p>TSA Guidance Information</p>
S 102.8	It is accepted that technology will change over the period of the contract. Any new proposed working method, technology or output from technology, that is not covered by the current standards mentioned will need a Departure from Standards to be submitted. Granting the Departure from Standards is not automatic once the submission is made and the submission in itself is not a guarantee it will be accepted.
S 102.9	There may also be a change in the BS EN, DRMB standards or others referred to in the document in relation to the working method, technology or output. These will be notified to the Contractor as to when Highways England will expect to apply these.
S 102.10	The Services shall be provided in accordance with the requirements detailed within the contract documents and any additional requirements detailed in the individual Task Order.
S 102.11	The Contractor is required to produce the following deliverables:

	<p>Results and reports of individual surveys in accordance with the requirements detailed in this Contract and individual Task Orders</p> <ul style="list-style-type: none"> ○ The <i>Contractor</i> shall provide the results of the survey in two CAD files in AutoCAD 2010 dwg or dxf format one to be 2D and the other 3D for use with AutoCAD Civil 3D. These shall be in the format specified in GG184 of the Design Manual for Roads and Bridges (DMRB). This document can be found here: https://www.standardsforhighways.co.uk/dmrbr/ ○ Presentation of digital data to be Bentley MX V8i Genio format and all features shall be three dimensional ○ LIDAR Point Cloud Survey data shall be presented in an open standard as specified in the individual task order. ○ Any additional file requirements (such PDF's) will be detailed in the Package order <p>The survey results shall be provided no later than four (4) weeks after the completion of on-site activities</p>
S 103 Client's Objectives	
S 103.1	The purpose of this section is to communicate the <i>Client's</i> vision, values, outcomes and the key objectives of this contract. Outlining the <i>Client's</i> expectations regarding how the <i>Contractor</i> supports the delivery of these.
About us	
S 103.2	The <i>Client</i> is a road operator responsible for managing the busiest network in Europe, carrying one-third of all road traffic and two thirds of freight traffic in England.
S 103.3	The <i>Client's</i> strategic road network is a key enabler of economic growth and prosperity and are essential to the quality of life of the nation.
S 103.4	The <i>Client</i> role is to deliver a better service for road users and to support a growing economy. It must operate, manage and improve the strategic road network in the public interest and maintain the network on a day-to-day basis and provide effective stewardship of the network's long-term operation and integrity.
The <i>Client's</i> Vision	
S 103.5	The <i>Client's</i> vision, as set out in the <i>Client's</i> 'Strategic Business Plan' (see link in Annex 02) is to revolutionise our roads and create a modern strategic road network across England over the next 25 years. We will play our part in supporting economic growth and shaping a modern Britain to make a real difference to people's lives and businesses' prospects.
The <i>Client's</i> Imperatives	

S 103.6	<p>The <i>Client's</i> vision comprises of the three imperatives which are:</p> <ul style="list-style-type: none"> • safety – the safety of our employees, our service partners and our road users. • customer service – the customer service and experience that road users have. • delivery – the delivery of the governments' road building and maintenance programme which includes spending over £4 billion a year delivering our road network to our road users, stakeholders and customers.
S 103.7	<p>The <i>Client's</i> imperatives set out what we do, and the <i>Contractor</i> aligns with these imperatives and supports the <i>Client</i> in achieving the <i>Client's</i> outcomes.</p>
The <i>Client's</i> Values and Expectations	
S 103.8	<p>The <i>Client's</i> values are-</p> <ul style="list-style-type: none"> • safety – we care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our network. • integrity – we are custodians of the network, acting with integrity and pride in the long-term national interest. • ownership – we have a clear vision for the future of the network and find new ways to deliver by embracing difference and innovation, while challenging conventions. • teamwork – we have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners. • passion – building on our professionalism and expertise, we are always striving to improve, delivering a network that meets the needs of our customers.
S 103.9	<p>The <i>Client's</i> values describe how we deliver our vision and imperatives, how we treat each other, and expect to be treated, how we want to be seen as an organisation and how we do business.</p>
S 103.10	<p>The <i>Contractor</i> has values that support those of the <i>Client</i> and that engender constructive and desired behaviours that enable a collaborative approach to achieving the <i>Client's</i> outcomes.</p>
S 103.11	<p>The <i>Client</i> will:</p> <ul style="list-style-type: none"> • put our asset data at the heart of everything we do so that we make effective, robust and customer-focused network decisions • develop our asset information and cost intelligence to improve investment and maintenance decision making working towards whole life costing and improving efficiency • ensure everybody takes a joint responsibility to maintaining our asset data

The <i>Client's</i> Outcomes	
S 103.11	The <i>Client's</i> 'Delivery Plan' (see link in Annex 02) sets out the <i>Client's</i> main activities to improve the capacity and performance of the network and how the <i>Client</i> will do it.
S103.12	<p>This contract plays a key role in assisting and enabling the <i>Client</i> to achieve its outcomes of:</p> <ul style="list-style-type: none"> • supporting economic growth • a safe and serviceable network • a freer-flowing network • an improved environment • a more accessible and integrated network.
S103.13	<p>This will be achieved through:</p> <ul style="list-style-type: none"> • planning for the future, • growing capability, • building Relationships, • efficient and effective delivery • improving customer interface.
S 104 Identified and Defined Terms	
S 104.1	In this Scope terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters are defined in the conditions of contract or have meaning given to them in Annex 01 .
S 105 Reference Documents	
S 105.1	References to documents within this Scope can be found in Annex 02 .
S 200 Specifications	
S 201 Specifications	
S 201.1	Surveys are commissioned for the purposes of the development and design of network maintenance and improvement schemes.
S 201.2	The <i>Contractor</i> shall review this specification and supplementary information provided with individual Task Orders to determine a programme and verify the price for completion of site works – including any requirements for traffic management.
S 201.3	The <i>Contractor</i> provides regular updates to the <i>Client</i> on the progress of surveys

	during Task Orders. As a minimum this shall be weekly via email.
S 201.4	The <i>Contractor</i> may be asked to undertake some or all of the surveys outlined in this contract and they shall conform to the requirements detailed in the standards where specified.
Other <i>Contractors</i> , landowners, occupiers and entry	
S 201.5	The <i>Contractor</i> collaborates with other <i>Contractors</i> employed by the <i>Client</i> and ensures their surveys are undertaken in the most efficient manner.
S 201.6	Unless otherwise stated in the Task Order, owners and occupiers of all the land covered by the survey will have been notified of the period during which entry is likely to be required and their permission for entry secured by the <i>Client</i> .
S 201.7	Notwithstanding the above, the <i>Contractor</i> shall, where possible, notify the landowner / occupiers upon arrival and agree with them all routes and means of access. Where access to the <i>Contractor</i> is refused, the <i>Contractor</i> shall immediately notify the <i>Client</i> .
Construction phase plan, risk assessments and method statements	
S 201.8	In circumstances where the <i>Contractor</i> has been appointed as the principal <i>contractor</i> , they fulfil the duties of the role and produce and maintain a construction plan.
S 201.9	In circumstances where the <i>Contractor</i> has been appointed to work with a principal <i>contractor</i> , The <i>Contractor</i> provides the principal <i>contractor</i> with information they require, such as risk assessments and method statements (RAMS) relating to the activities the <i>Contractor</i> intends to carry out.
S 201.10	The <i>Contractor</i> shall include copies of calibration certificates for their survey equipment upon request.
S 201.11	The <i>Contractor</i> reviews any information on statutory undertakers obtained and provided in the pre-construction information for Task Orders and satisfies themselves that all Statutory Undertakers equipment impacted by the Services is identified, and that any other services or supplies which are impacted by the Services are similarly identified. No guarantee is given regarding the accuracy or completeness of the information supplied by the <i>Client</i> in relation to the statutory undertakers.
Quality Control	
S 201.12	The <i>Contractor</i> shall employ a suitable methodology to ensure that the requirements of this specification are met.
S 201.13	The <i>Contractor</i> proactively identifies improvements and records 'lessons learned' when surveying. The <i>Contractor</i> notifies the <i>Client</i> of any such findings and

	implements measures that improves surveying.
S 202 Tests and inspections	
Topographical surveys	
S 202. 1	This specification is not intended to be used for specialist surveys of structures such as bridges but basic level and positional information for structures shall be included as detailed in the Task Order.
S 202.2	Surveys are commissioned for the purposes of the development and design of network maintenance and improvement schemes. The highest achievable levels of accuracy are required both horizontally and vertically for key elements within the highway envelope.
Items to be surveyed	
S 202.3	The primary information to be surveyed is that which determines the shape, alignment and make-up of the public highway envelope. All features within the highway boundary (including the boundary) are to be recorded, similarly, any features within third party land. The level of accuracy and inclusion of the feature within the output model shall be as described in the tables below. The level of accuracy and inclusion of the feature within the output model shall be as described in the tables below. This shall extend into the adjacent third-party land where identified by the Task Order. Specific items that must be recorded are detailed below. This shall not be taken as a complete list and any features / items not specifically referenced shall also be recorded.
S 202.4	The line or point to be surveyed on a feature shall be at the feature's intersection with the ground surface unless otherwise noted.

S 202.5

Table 1 - Roads, Tracks, Footways and Road Markings

Ref.	Features	Trunk Roads	Motorways	To be Included in Output	Accuracy	3D feature type
1.1	All Road edges (where no kerbs) including side roads, laybys, private access's etc.	5m (2.5m on radii below ~12m)	10m	2D + 3D	Max	String
1.2	All Kerb lines at channels + Channel blocks including side roads, laybys, private access's and traffic islands	5m (2.5m on radii below ~12m)	10m	2D + 3D	Max	String
1.3	All Kerb tops including side roads, laybys, private access's and traffic islands	5m (2.5m on radii below ~12m)	10m	2D + 3D	Max	String
1.4	Location of drop kerbs and transition kerbs (each end)	All	All	2D + 3D	Max	Part of kerb strings
1.5	Tactile paving and colour	Footprint	N/A	2D	Medium	-
1.6	Footway (each edge)	5m (2.5m on radii below ~12m)	5m	2D + 3D	Max	String
1.7	Other paved areas (extents / material type and changes)	Footprint (max 5m)	Footprint (max 5m)	2D + 3D	Max	String
1.8	Zebra and signal controlled crossings	Position and extents	N/A	2D	Max	-
1.9	All Road and footway crown lines	5m	10m	2D + 3D	Max	String

1.10	Steps including construction type and railings if present.	Position, extents and height of each step	Position, extents and height of each step	2D + 3D	Max	Strings
1.11	Road markings – edge of carriageway / rib line, lane markings, give way markings and stop lines and directional arrows and text	5m	10m	2D	Max	-
1.12	Extents of High Friction Surfacing and colour surfacing including 'gateway features'	Footprint / extents	Footprint / extents	2D	Medium	-
1.13	Subways / underpasses / bridges including piers.	Footprint / extents	Footprint / extents	2D	Max	-
1.14	Bridge piers at 2m above ground level.	Cross section	Cross section	2D	Max	-
1.15	Bridge / structures expansion joints	Footprint / extents	Footprint / extents	2D	Max	-

Additional notes:

1. Quadrant radii kerbs to have start, middle and end points picked up.
2. Bus kerbs shall be picked up in the same manner as drop kerbs.
3. For road markings the centre of the lines shall be recorded.

Table 2 - Verges, earthworks and other soft landscaping and vegetation

Ref.	Features	Trunk Roads	Motorways	To be Included in Output	Accuracy	3D feature type
2.1	Cuttings and embankments – mid-slope points, crest and toe lines	5m	10m	2D + 3D	Medium	String
2.2	Retaining Walls or other level change without a slope such as raised planting beds.	Footprint (max 5m) Levels at top and bottom	Footprint (max 5m) Levels at top and bottom	2D + 3D	Max	String
2.3	Localised changes of level such as mounds and swales.	Footprint (max 5m) Enough levels to illustrate form / shape	Footprint (max 5m) Enough levels to illustrate form / shape	2D + 3D	Medium	Strings and points as required
2.4	Drainage ditches and all other waterways. Footprint including embankments and bed plus levels of each element including water.	5m or less if required to accurately capture shape	10m or less if required to accurately capture shape	2D + 3D	Medium	String
2.5	Drainage headwalls / outfalls to include pipe size and soffit level	Footprint, levels at ditch bed, water, and top of walls	Footprint, levels at ditch bed, water, and top of walls	2D + 3D	Max	Strings and points as required
2.6	Waterbodies such as ponds and lakes including water level	Footprint including any embankment	Footprint including any embankment	2D + 3D	Max	String
2.7	Line of filter / French drains	5m along run to both sides	10m along run to both sides	2D + 3D	Medium	String

	2.8	Line and height of Safety barriers including terminals, guard railings or parapets (see note 1 below table)	5m along run and changes of beam type / height	10m along run and changes of beam type / height	2D	Max	-
	2.9	Open fields / soft verge	5m centres / grid pattern or less if required to accurately capture features	5m centres / grid pattern or less if required to accurately capture features	2D + 3D	Medium	Spots as blocks or points
	2.10	Trees – Canopy extents, height and trunk where latter is greater than 0.5m diameter 1m above ground	All	All	2D	Medium	-
	2.11	Small trees / Bushes / scrub / brambles etc. Extents and height	All areas	All areas	2D	Medium	-
	2.12	Areas of overgrown vegetation			Where area(s) exist in excess of those cleared in accordance with 4.3.5, the <i>Contractor</i> shall endeavor to record ground level information around the full extent of the inaccessible area(s) to provide as reliable a representation of the ground levels as possible.		
	<u>Additional notes:</u> 1. Street furniture shall only be included in the 3D CAD file where it has a direct effect on the topography / levels in the immediate vicinity. If included it shall be represented as a block or string in accordance with Section 6.5.						
S 202.6	Where the survey extents extend into third party land this will be highlighted in the Task Order and the necessary permissions to enter the land obtained by the <i>Client</i> in advance.						

S 202.7	The same requirements as identified above shall apply to agricultural land and public open space except the accuracy level may be reduced to medium.
S 202.8	Private and commercial/industrial properties, where included within the survey extents, shall be treated as identified above with the same frequency and accuracy as that required on trunk roads regardless of the class of the adjacent highway. Particular attention should be paid to the building footprint, line of roadways, drives and paths as well as boundary information. Further requirements will be detailed in the Task Order.
Planimetric and vertical control	
S 202.9	Planimetric and vertical control shall be made up of a framework to provide a suitable foundation for the production of a reliable survey and for future setting-out during construction.
S 202.10	Planimetric and vertical control frameworks shall be established and tied into the Ordnance Survey National Grid and datum. Leica Geosystems best practice guidelines using Real Time Kinematic (RTK) static observations shall be the minimum standard.
S 202.11	A minimum of two primary points shall be established connected by direct measurement and located at a nominal distance of 250m on motorways and 100m on trunk roads. Wherever possible these should be located within the highway boundary in locations that are unlikely to be disturbed.
S 202.12	Secondary points tied into the primary points shall be utilised as required to provide adequate coverage of the survey area as defined by the Task Order but intervals shall not exceed those of the primary points.
S 202.13	Use of Minor control points may be employed where necessary to obtain full coverage within third party land.
S 202.14	The primary and secondary control points shall be defined by permanent ground markers. Final positions of permanent ground markers shall be determined by terrain and intervisibility constraints. Minor control points need not be permanently marked.
S 202.15	Permanent Ground Markers shall be stable for a period of 5 years and shall be of a construction which conforms to the types illustrated in Appendix J of Volume 5 Section 1 Part 2 of the MCHW.
S 202.16	A Schedule of Permanent Control Stations shall be prepared incorporate the following information: <ul style="list-style-type: none"> a. Station designation b. Plan co-ordinates

	<p>c. Level value</p> <p>d. Description</p> <p>e. Ordnance Survey triangulation stations (if used)</p> <p>f. Ground marker type</p>
Framework accuracy	
S 202.17	The acceptance criteria specified below are in terms of internal rather than absolute accuracies and are given as permitted deviations for distances, angles and levels. Internal accuracies are more critical to the construction process than the absolute accuracy of points in a higher coordinate system.
S 202.18	<p>The relation between the permitted deviation (PD) and root mean square error (rmse) is:</p> <p>PD = 2.5 x rmse.</p>
S 202.19	Where the control system forms a network, it shall be observed by measuring sufficient distances and angles to obtain a redundant number of observations, which shall then be adjusted by a least squares method.
S 202.20	<p>When comparing measured distances and angles with those derived from the adjusted co-ordinates the differences shall not exceed the following permitted deviations:-</p> <p>(a) Primary Points</p> <ul style="list-style-type: none"> Distances:- $\pm 0.5\sqrt{L}$ mm Angles:- $\pm 0.035/\sqrt{L}$ degrees As an offset:- $\pm 0.61\sqrt{L}$ mm <p>(b) Secondary Points</p> <ul style="list-style-type: none"> Distances:- $\pm 0.75\sqrt{L}$ mm Angles:- $\pm 0.045/\sqrt{L}$ degrees As an offset:- $\pm 0.75\sqrt{L}$ mm <p>(c) Minor Control</p> <ul style="list-style-type: none"> Distances:- $\pm 1.0\sqrt{L}$ mm Angles:- $\pm 0.09/\sqrt{L}$ degrees. As an offset:- $\pm 1.5\sqrt{L}$

	Where L is the distance in metres between the points concerned. In the case of angles, the shorter of the two distances defining the angle shall be used.
S 202.21	When using GPS the adjustment must pass the chi squared test on the control network. Post adjustment relative errors for distances and bearings at the 95% confidence level should be calculated for each line to show compliance with the criteria above. In addition, compliance measurements should be observed between selected points in the network to confirm the validity of the adjustment positions on plan.
S 202.22	When comparing measured height differences with those derived from the adjusted reduced levels, the differences shall not exceed the following permitted deviations: <ul style="list-style-type: none"> a. Between bench marks, primary stations and other closed loops in the framework: <ul style="list-style-type: none"> • $\pm 12\sqrt{K}$ mm where K is the distance levelled in km b. Between adjacent secondary stations or minor control points less than 300 m ± 5 mm
S 202.23	<p>The required accuracy when surveying features has been identified using two categories, Max and Medium. These are defined below.</p> <p><u>Max</u></p> <p>This shall represent survey using a Total Station offering accuracy tolerance of +/- 5mm or better. Use of GPS survey techniques or other means not providing this level of accuracy shall not be permitted.</p> <p><u>Medium</u></p> <p>This shall represent items for which survey via total station is preferred but that use of GPS is not precluded. However, it is likely that use of GPS techniques will be limited to large areas of third party agricultural land or expansive highway verges.</p>
Presentation of survey information	
S 202.24	All surveys shall be provided electronically and include two CAD files, one in 2D and 3D file in .dwf or .dwg format compatible with AutoCAD Civil 3D and also in GENIO format (usable in MX Software).
S 202.25	The presentation scale for the survey output drawings shall be 1:250 on trunk roads and 1:500 on motorways unless otherwise stated in the Task Order.

S 202.26	Drawings shall be in the format specified in GG184 of the Design Manual for Roads and Bridges (DMRB). This document can be found here: https://www.standardsforhighways.co.uk/dmrbs/
S 202.27	Drawings shall contain the <i>Contractor's</i> title block and contact details and a table detailing the control stations created / used. Additionally a legend of all symbol types used shall be incorporated.
S 202.28	<p><u>Basic Settings</u></p> <p>The following settings shall be used:</p> <ul style="list-style-type: none"> • Text style shall be RomanS • Point styles shall be in absolute units appropriate to the presentation scale • Drawing base units to be set to 'Unitless'. • No information shall be placed on layer 0
S 202.29	<p><u>Use of layers</u></p> <p>The drawing layer name convention shall reflect the items listed and named in such a way as to minimise ambiguity as to the information contained within it. The colour definition for each layer may be at the discretion of the <i>Contractor</i> but shall be used in such a way as to aid in the visual clarity of the survey. Line type definition for each layer shall be continuous except for road markings and fence lines. Individual road markings shall be presented in a line type that reflects the marking surveyed. A library of such line types is available on request.</p>
S 202.30	<p><u>Use of blocks</u></p> <p>Use of pre-defined blocks to represent surveyed features is permissible provided that this provides an accurate representation of the feature's extents and levels. Where blocks are used the insertion / base point shall reflect the part of the feature that was surveyed. The block orientation and size shall reflect and match the additional points surveyed for the feature. Where the shape and / or level information for an element cannot be adequately represented by a block then strings shall be used. For all block definitions line colour and type shall be defined as 'by block'.</p>
S 202.31	<u>Requirements specific to 2D files</u>

	<p>2D files shall include contours represented at regular intervals across the survey extents. The required interval for contours will vary between sites and as such should be determined in a manner that provides sufficient indication of the general topography of the site without undue 'clutter'. Broadly the interval shall not be less than 100mm on flat sites or greater than 500mm on sites with significant level range. Major contours at each fifth interval shall be shown differently (weight or line type) so as to aid reading and shall be labelled with its level.</p> <p>The 2D output file shall contain spot level information for all key features along with heights of features such as walls, fences and overhead cables. Additional information on type, size and nature of features surveyed shall also be included.</p>
S 202.32	<p><u>Requirements specific to 3D files</u></p> <p>No string lines shall cross any other string or block entity as this causes errors when creating a surface with AutoCAD Civil 3D. Contours shall not be included in the 3D file. No feature or item within the 3D file shall have a zero level.</p>
S 202.33	<p><u>Presentation data</u></p> <p>The <i>Contractor</i> shall undertake a review of both 2D and 3D output files for compliance to this specification prior to submission to the <i>Client</i>. For the 3D file, particular attention should be paid to ensuring there are no level anomalies that produce an inaccurate representation of the site topography.</p> <p>The <i>Contractor</i> shall ensure LIDAR information has been processed to remove background noise, atmospheric interference and sensor-related artefacts.</p>
Site and Vegetation clearance	
S 202.34	When instructed by the <i>Client</i> , the <i>Contractor</i> shall undertake site and vegetation clearance in accordance with Series 3000 of the MCHW (Section 3004 & 3007).
S 202.35	The areas shall be cut to a height of between 50 - 70 mm.
S 202.36	All cuttings, arisings and materials shall be removed off site and disposed of by the <i>Contractor</i> .
S 202.37	When undertaking site clearance, the <i>Contractor</i> shall ensure they carry out a risk assessment and operate the equipment and carry out the activity in a safe manner.
S 202.38	If the <i>Contractor</i> discovers any injurious and/or invasive weeds during site and vegetation clearance, they shall immediately notify the <i>Client</i> and any arisings shall be placed in waterproof bags sealed and removed from the site and disposed of in

	a licensed disposal facility.
Ground Penetrating Radar (GPR)	
S 202.39	GPR surveys shall be carried out to BSI PAS 128, Survey Category Types A to D. The purpose of such surveys will be to verify and identify utilities and where necessary detect them by geophysical methods (single or multiple) to obtain a horizontal position and/or vertical position.
SUA surveying	
S 202.40	The <i>Contractor</i> (or subcontractors appointed to undertake such activities on their behalf) must hold a valid Civil Aviation Authority (CAA) 'Permission to Operate' licence to provide SUA surveys.
S 202.41	The <i>Client</i> will specify its requirements relating to SUA surveying on the Task Order. This will include details of things such as the accuracy required, the grid and datum to which the survey is to be related and access/flying restrictions.
S 203-S 205 Not used	
S 206 Asset data management	
S206.1	The <i>Contractor</i> complies with the "Asset Data Management Manual (ADMM)", as referenced in Annex 02 , in managing asset data (plan, capture, store, use and dispose).
S 207 Task completion	
S207.1	<p>The <i>Contractor</i> delivers to the <i>Client</i> on Task Completion the final 'deliverable' version of any data in electronic format that allows continued access by the <i>Client</i> and is capable of transfer to the <i>Client's</i> digital environment systems. All information is catalogued and indexed. Paper original records are scanned to one of the following electronic formats</p> <ul style="list-style-type: none"> • scanned electronic image (.pdf), • graphic electronic image in compressed (.jpg) format or • other formats compatible with the <i>Client's</i> Information Systems, reference documents or guidance manuals as agreed with the <i>Client</i>. <p>Data provided is to be compatible with the <i>Client's</i> systems and in accordance with the "Asset Data Management Manual (ADMM)" (refer link in Annex 02), in order that the <i>Client</i> can update the <i>Client's</i> systems.</p>
S207.2	<p>The list of documents/ activities to be completed in order to achieve Task Completion are as follows</p> <ul style="list-style-type: none"> • provision of digital data suitable for upload to IAM IS – Integrated asset management information system,

	<ul style="list-style-type: none"> • provision of digital data suitable for upload to HAGMS – Highways Geotechnical Data Management System, • provision of digital data suitable for upload to EnvIS – Environmental Information System, • a snagging list / outstanding issues – a comprehensive snagging list is produced and provided to the <i>Client</i>. This list is signed by the <i>Contractor</i>, the <i>Client's</i> asset manager and maintenance contractor to confirm acceptance of the outstanding issues. The <i>Client</i> confirms the individuals who are approved signatures to achieve Task Completion and • the removal of traffic management or any other works/measures which could cause traffic flows to be impeded or restricted.
S 208 Build up of the Task price list	
S 208.1	The Task price list in each Task Order may be completed by either the <i>Client</i> or the <i>Contractor</i> and is built up by selecting the survey type and any required traffic management from the 'Price List – Main Works' section.
S 208.2	If the <i>Contractor</i> has been instructed to act as Principal Contractor, the Task price list should be built up from the items in the 'Price List – Preliminaries' section.
S 209 Not used	
S 210 Requirements of others	
S 210.1	Any requirements for the <i>Contractor</i> to obtain or satisfy any necessary authority requirements (for example planning officials or government departments) will be defined in the individual Task Orders where relevant.
S 211 Not used	
S 300 Constraints on how the <i>Contractor</i> Provides the Service	
S 301 General constraints	
S 301.1	The <i>Contractor</i> Provides the Service in such manner as to minimise the risk of damage or disturbance to or destruction of third party property.
S 301.2	Any information relevant to the site that will affect the survey to be undertaken will be provided to the <i>Contractor</i> prior to the starting date of a Task Order.
S 301.3	The <i>Contractor's</i> working hours for site works will be defined in the individual Task Order.
S 301.4	Any site specific constraints will be defined in the individual Task Order.

S 302 Confidentiality	
S 302.1	<p>The <i>Contractor</i> ensures that anyone employed by it (or acting on its behalf) keeps confidential and does not disclose to any person</p> <ul style="list-style-type: none"> • the terms of the contract • any confidential or proprietary information (including Personal Data) provided to or acquired by the <i>Contractor</i> in the course of Providing the Service. <p>except that the <i>Contractor</i> may disclose information</p> <ul style="list-style-type: none"> • to its legal or other professional advisers, • to its employees and subcontractors (at any stage of remoteness from the <i>Client</i>) as needed to enable the <i>Contractor</i> to Provide the Service, • where required to do so by law or by any professional or regulatory obligation or by order of any court or government agency, provided that prior to disclosure the <i>Contractor</i> consults the <i>Client</i> and takes full account of the <i>Client's</i> • views about whether (and if so to what extent) the information should be disclosed, • which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure, • which is in the public domain at the time of disclosure other than due to the fault of the <i>Contractor</i> or • with the consent of the <i>Client</i>.
S 302.2	<p>The <i>Contractor</i> does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service.</p>
S 303 Security and protection of the Site	
S 303.1	<p>Any security requirements and publicity restrictions, and any acceptance procedures, will be defined in the individual Task Orders where relevant.</p>
S 304 Security and identification of people	
S 304.1	<p>The <i>Contractor</i> carries out a security check on its Staff before they are involved in Providing the Service. The checks are carried out in accordance with the <i>Client's</i> personnel security procedures in Annex 04 of the Scope.</p>
S 305-306 Not used	

S 307 Condition survey	
S 307.1	The <i>Contractor</i> carries out a risk assessment of the effects the design and construction of the <i>service</i> (temporary and permanent) may have on the structural integrity of adjacent roads, railways, buildings, structures. This includes any surveys to inform the design development which has the potential to effect fields and access roads.
S 307.2	As a minimum requirement such roads, railways, buildings, structures and fields require surveys to determine condition before and after the <i>service</i> is complete.
S 307.3	The <i>Contractor</i> does not enter land or property, or contact the land or property owner, without prior agreement of the <i>Client</i> . The <i>Contractor</i> has no authority to commit the <i>Client</i> to any payment for land/property entry. The <i>Contractor</i> coordinates all access requirements, and submits the survey scope, methods, etc. for acceptance by the <i>Client</i> .
S 307.4	Unless otherwise agreed with the <i>Client</i> , the <i>Contractor</i> records, all survey arrangements in writing and submits a copy of this correspondence to the <i>Client</i> , no later than 48 hours prior to taking access.
S308 Consideration of others	
S 308.1	The <i>Contractor</i> complies with the customer service requirements as set out in the customer requirements Annex 05 .
S 308.2	Any restrictions on work to avoid disturbance to the general public or occupiers of adjacent premises including the property affected by the <i>service</i> will be defined in the individual Task Orders where relevant.
S 309 Not used	
S 310 Control of works	
S 310.1	Any requirements for permits or licenses, for example permit to work will be defined in the individual Task Orders where relevant.
S 311 Deleterious and hazardous materials	
S 311.1	Any restrictions on the use of deleterious and hazardous materials will be defined in the individual Task Orders where relevant.
S 312 Waste materials	
S 312.1	Any requirements for removal of waste and restrictions on the disposal of waste material, or requirements for recycling, will be defined in the individual Task Orders where relevant.

S 313-14 Not used	
S 315 Management procedures	
S 315.1	The <i>Contractor</i> includes a section on customer service in its monthly report to the <i>Client</i> .
S 316 Contractor's application for payment	
S 316.1	The <i>Contractor</i> includes on their invoices the Agreement number and purchase order number (which will be the same as the Task Order number).
S 316.2	The <i>Contractor</i> submits with any invoice such records as the <i>Client</i> requires, including a monthly statement of accounts in a format agreed by both parties. As a minimum this will consist of a measured Price List, details of subcontractor payments, details of claimed expenses (including receipts), amounts previously paid and outstanding amounts due.
S 316.3	During the contract period, the <i>Contractor</i> may be required to interact with and use the <i>Client's</i> Asset Management System, (currently Confirm). The purpose being that the parties can interact more seamlessly by sending and receiving Task Orders, submitting quotations, updating asset information and processing payments via one system.
S 316.4	In the event of the use of Confirm being implemented; The <i>Client</i> will pay for the costs of any software licences. The <i>Contractor</i> will be responsible for paying for the cost of any training, any required upgrades to their IT equipment and any increased labour costs they incur resulting from using Confirm (or any replacement system).
S 316.5	The <i>Contractor</i> notifies the <i>Client</i> of the name and address of their bank, the account name and number, the bank sort code and any other details required to make direct payments into that account.
S 317 Co-ordination	
S 317.1	The <i>Contractor</i> programmes the <i>service</i> in a manner that minimises the impact on the customer.
S 317.2	The <i>Contractor</i> does not enter into commitments when dealing with third parties that might impose any obligations on the <i>Client</i> except with the consent of the <i>Client</i> .
S 318 Co-operation	
S 318.1	The <i>Contractor</i> shares information; communicates openly with the <i>Client</i> , continuously shares lessons learnt and achievements and enables embedded learning, and collaborates with other contractors where necessary, such as Traffic

	Management providers.
S 319 Not used	
S 320 Authorities and utilities providers	
S 320.1	Any works to be carried out by authorities and utilities providers will be defined in the individual Task Orders where relevant.
S 321 Health and Safety requirements	
S 321.1	The <i>Contractor</i> complies with the <i>Client's</i> Health and Safety Requirements outlined in Annex 15 .
S 321.2	In circumstances where the <i>Contractor</i> is asked to provide traffic management, the <i>Contractor</i> will be required to undertake the duty holder role of principal contractor as defined in The Construction (Design and Management) Regulations 2015 (CDM2015).
S 321.3	The <i>Contractor</i> recognises that when fulfilling the role of principal contractor they are responsible for coordinating the works of others who may be employed by the <i>Client</i> to undertake works or other types of surveys at the same location.
S 321.4	In circumstances where Others are appointed as principal contractor, the <i>Contractor</i> co-ordinates their works, and complies with the requirements of the principal contractor.
S 321.5	Before commencing the service defined in the Task Order, the <i>Contractor</i> confirms to the <i>Client</i> that adequate welfare facilities are in place. Where the facilities detailed in Section 5 are not deemed adequate, the <i>Contractor</i> provides all necessary facilities to Provide the Works and to comply with the minimum requirements set out in HSE guidance document L153.
S 321.6	The <i>Contractor</i> identifies, manages and mitigates risks in accordance with the principles of ISO31000.
S 321.7	The <i>Contractor</i> submits a risk register with their tender and updates prior to the starting date of individual Task Orders if necessary.
S 322 Method Statements	
S 322.1	Any operations for which the <i>Contractor</i> is required to submit method statements and risk assessments to the <i>Client</i> for acceptance will be detailed in the individual Task Orders where relevant.
S 323 Not used	

S 324 Inspections	
S 324.1	The <i>Client</i> may inspect the <i>Contractor's</i> Health and Safety policy and documentation at any time. The <i>Contractor</i> co-operates with the inspection.
S 325 Pre-Construction Information (UK specific, CDM Regulations 2015)	
S 325.1	Pre-Construction Information specific to the survey(s) required will be provided with the individual Task Orders.
S 326 Insurances	
S 326.2	The <i>Contractor</i> is required to have in place required insurances described in the Insurance Table and as shown in Annex 03 .
S 326.1	The <i>Contractor</i> discharges all its obligations under the Insurance Act 2015 when placing, renewing or maintaining any insurances required by the contract.
S 327 Official Secrets Act	
S 327.1	The Official Secrets Act applies to the contract from the <i>starting date</i> until the end of the <i>service period</i> .
S 327.2	The <i>Contractor notifies</i> its employees and subcontractor (at any stage of remoteness from the <i>Client</i>) of its duties under the Official Secrets Act 1989 (see link in Annex 02 .)
S 327.3	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.
S 328 Disclosure Requests	
S 328.1	The <i>Contractor</i> acknowledges that the <i>Client</i> may receive a Disclosure Request and the <i>Client</i> may be obliged (subject to the application of any relevant exemption and where applicable the Public Interest Test to disclose information (including commercial sensitive information) pursuant to a Disclosure Request. Where practicable the <i>Client</i> , consults with the <i>Contractor</i> before doing so in accordance with the relevant code of practice. The <i>Contractor</i> responds to any consultation within any deadlines set by the <i>Client</i> and to the satisfaction of the <i>Client</i> . The <i>Contractor</i> acknowledges that it is for the <i>Client</i> to determine whether such information will be disclosed.
S 328.2	When requested to do so by the <i>Client</i> , the <i>Contractor</i> promptly provides information in its possession relating to the contract and assists and co-operates to enable the <i>Client</i> to respond to a Disclosure Request within the time limit set out in the relevant legislation (see link at Annex 02 .)

S 328.3	The <i>Contractor</i> promptly passes any Disclosure Request receives to the <i>Client</i> . The <i>Contractor</i> does not respond directly to a Disclosure Request unless instructed by the <i>Client</i> .
S 328.4	The <i>Contractor</i> acknowledges that the <i>Client</i> is obliged to publish information relating to the contract in accordance with Procurement Policy Note 01/17 “Update to Transparency Principles” dated 6 February 2017 except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The <i>Client</i> consults with the <i>Contractor</i> before deciding whether the information is exempt, but the <i>Contractor</i> acknowledges that the <i>Client</i> has the final decision. (See links in Annex 02).
S 328.5	In accordance with PPN 01/17 the <i>Contractor</i> <ul style="list-style-type: none"> • co-operates with and assists the <i>Client</i> to enable the <i>Client</i> to comply with its obligations to publish information or • agrees with the <i>Client</i> a schedule for the release to the public of information relating to the <i>Client</i>, • provides information to assist the <i>Client</i> in responding to queries from the public as required by the <i>Client</i> and • supplies the <i>Client</i> with financial data relating to the contract in the form and in the times specified.
S 328.6	The <i>Contractor</i> acknowledges that the <i>Client</i> is obliged to publish the provisions of the contract in accordance with the Crown Commercial Service’s Guidance Note “Publication of Central Government Tenders and Contracts” dated November 2017, except to the extent in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The <i>Client</i> consults with the <i>Contractor</i> before deciding whether the information is exempt, but the <i>Contractor</i> acknowledges that the <i>Client</i> has the final decision. The <i>Contractor</i> co-operates and with assists the <i>Client</i> to publish the contract in accordance with the <i>Client</i> ’s obligation. (See links in Annex 02).
S 329 Conflict of Interest	
S 329.1	The <i>Contractor</i> does not take an action which would cause a conflict of interest to arise in connection to the contract. The <i>Contractor</i> immediately notifies the <i>Client</i> if there is any uncertainty about whether a conflict of interest may exist or arise.
S 329.2	The <i>Contractor</i> notifies its employees and subcontractors (at any stage of remoteness from the <i>Client</i>), and procures any subcontractor (at any stage of remoteness from the <i>Client</i>), who are Providing the Service that they do not take any action which would cause an actual or potential conflict of interest to arise in relation to the service.
S 329.3	The <i>Contractor</i> ensures that any employee and procures any subcontractor (at any stage of remoteness from the <i>Client</i>) ensures any of its employees, who are

	Providing the Service, completes a declaration of interest form set out in the Annex 02 .
S 329.4	The <i>Contractor</i> procures any subcontractor (at any stage of remoteness from the <i>Client</i>) immediately notifies the <i>Contractor</i> and the <i>Client</i> if there is any uncertainty about whether a conflict of interest may exist or arise.
S 329.5	If the <i>Contractor</i> or subcontractor (at any stage of remoteness from the <i>Client</i>) notifies the <i>Client</i> , of any actual or potential conflict of interest, the <i>Client</i> may <ul style="list-style-type: none"> • require the <i>Contractor</i> to stop Providing the Service until any conflict of interest is resolved • require the <i>Contractor</i> to submit to the <i>Client</i> for acceptance a proposal to remedy the actual or potential conflict of interest.
S 329.6	A reason for not accepting the proposal is that it does not resolve the conflict of interest. The <i>Contractor</i> amends the proposal in response to any comments and resubmits it for acceptance by the <i>Client</i> . The <i>Contractor</i> complies with the proposal once it has been accepted.
S 330 Client's Counter Fraud, Bribery and Corruption Policy and Response plan and Fair Payment Charter	
S 330.1	The <i>Contractor</i> complies (and ensures that any person employed by it or acting on its behalf complies) with the <i>Client's</i> "Counter Fraud, Bribery and Corruption Policy and Response Plan" and "Fair Payment Charter" (see links in Annex 02).
S 330.2	The <i>Contractor</i> complies with the "Counter Fraud, Bribery and Corruption Policy and Response Plan" and "Fair Payment Charter" throughout with the Service Period and with: <ul style="list-style-type: none"> • paragraphs 3.1 and 4.3 of the <i>Client's</i> Counter Fraud, Bribery and Corruption Policy and • paragraph 1 of the <i>Client's</i> Fair Payment Charter. for a period not less than 12 years after the end of the <i>service period</i> .
S 330.3	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.
S 331 Discrimination, Bullying and Harassment	
S 331.1	The <i>Contractor</i> does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.
S 331.2	In Providing the Service, the <i>Contractor</i> co-operates with and assist the <i>Client</i> to satisfy its duty under the Discrimination Acts to <ul style="list-style-type: none"> • eliminate unlawful discrimination, harassment and victimisation, • advance equality of opportunity between different groups and

	<ul style="list-style-type: none"> • foster good relations between different groups.
S 331.3	<p>The <i>Contractor</i> ensures that it's employees, or subcontractor employees (at any stage or remoteness from the <i>Client</i>), where they are required to carry out any activity on the <i>Client's</i> premises or alongside the <i>Client's</i> employees on any other premises comply with</p> <ul style="list-style-type: none"> • the requirements of the Discrimination Acts • the <i>Client's</i> employment policies and • codes of practice relating to discrimination and equal opportunities.
S 331.4	<p>The <i>Contractor</i> notifies the <i>Client</i> as soon as it becomes aware of any investigation or proceedings brought against the <i>Contractor</i> under the Discrimination Acts in connection with the contract and</p> <ul style="list-style-type: none"> • provides any information requested by the investigating body, court or tribunal in the timescale allotted, • attends (and permits a representative from the <i>Client</i> to attend) any associated meetings, • promptly allows access to any relevant documents and information and • co-operates fully and promptly with the investigatory body, court or tribunal.
S 331.5	<p>The <i>Contractor</i> complies with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the subcontractors (at any stage of remoteness from the <i>Client</i>) also comply.</p>
S 331.6	<p>The <i>Contractor</i> implements due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.</p>
S 331.7	<p>The <i>Contractor</i> carries out an annual audit to monitor its compliance with the Modern Slavery Act 2015 which covers all its obligations under all its existing <i>Client</i> contracts. The <i>Contractor</i> prepares and delivers to the <i>Client</i> no later than 1st August each year an annual</p> <ul style="list-style-type: none"> • slavery and human trafficking report, • transparency statement and • a risk register with mitigating actions <p>which complies with the Modern Slavery Act 2015 and sets out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.</p>
S 331.8	<p>The <i>Contractor</i> notifies the <i>Client</i> as soon as it becomes aware of any actual or suspected slavery or human trafficking in any of its supply chains or any part of its business.</p>

S 331.9	The <i>Contractor</i> uses reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.
S 331.10	The <i>Contractor</i> complies (and ensures that any subcontractor complies) with the <i>Client's</i> policies relating to bullying and harassment. If the <i>Client</i> considers that the presence or conduct of any of employees (at any stage of remoteness from the <i>Client</i>) at any location relevant to the performance of the <i>service</i> is undesirable or in breach of the <i>Client's</i> policies, the <i>Client</i> instructs the <i>Contractor</i> to implement corrective action.
S 331.11	The <i>Contractor</i> ensures that any subcontract (at any stage of remoteness from the <i>Client</i>) relevant to the performance of the <i>service</i> , contains provisions to the same effect as this section. The <i>Contractor</i> , may propose to the <i>Client</i> for acceptance, that a specific subcontract (at any stage of remoteness from the <i>Client</i>) relevant to the performance of the <i>service</i> , does not comply with the requirements of this section S 331. The <i>Contractor</i> provides a detailed reason for not including some or all of the requirements of this section S 331 in the specific contract. The <i>Contractor</i> provides further detail when requested by the <i>Client</i> to assist their consideration. If accepted by the <i>Client</i> , the <i>Contractor</i> is relieved from including some or all of the requirements of this section S 331 in the specific contract.
S 331.12	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.
S 332 Energy Efficiency Directive	
S 332.1	<p>The <i>Contractor</i> supports the achievement of the</p> <ul style="list-style-type: none"> • <i>Client's</i> sustainable development strategy's carbon management ambition and • where relevant complies with the requirements of Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive" ("PPN 7/14") and any related supplementary Procurement Policy Notes. <p>When Providing the Service (See links in Annex 02).</p>
S 332.2	<p>In complying with the requirements of Procurement Policy Note 7/14, the <i>Contractor</i>;</p> <ul style="list-style-type: none"> • ensures that any new products for use partly or wholly in Providing the Service, purchased by it or a subcontractor (at any stage of remoteness to the <i>Client</i>) complies with the standard for products in the directive "2012/27/EU" (see link at Annex 02), • provides evidence to the <i>Client</i> to demonstrate how any new products for use partly or wholly in Providing the Service, purchases by it or a subcontractor (at any stage of remoteness to the <i>Client</i>) complies with the requirements of PPN 7/14 and,

	<ul style="list-style-type: none"> demonstrates efficiency in resource use and maximisation of re-use and recycling of materials to support the <i>Client's</i> circular economy ambition as stated in the <i>Client's</i> sustainable development strategy (see link at Annex 02) and ensures any subcontractors (at any stage of remoteness to the <i>Client</i>) demonstrates efficiency to the same effect.
Air Quality Strategy	
S 332.3	The <i>Client's</i> air quality strategy (see link at Annex 02) sets out how it ensures that all activity on the strategic road network is delivered in a way that not only minimises harm, but ultimately improves the environment including air quality. This helps support government to improve air quality in the UK and deliver nitrogen dioxide compliance at the roadside in the shortest time possible. The <i>Client</i> explores 'opportunities to promote the use of low emission vehicles by <i>suppliers</i> to reduce harmful pollutants'.
S 332.4	<p>The <i>Contractor</i>:</p> <ul style="list-style-type: none"> ensures that any new vehicles purchased by it for use partly or wholly in Providing the Service comply with the minimum mandatory standards (detailed for central government departments) detailed in Government Buying Standards Transport 2017 (see link at Annex 02) and when requested, works in collaboration with the <i>Client</i> to prepare reports to identify how the best practice standards detailed in the Government Buying Standards Transport 2017 can be achieved. Report findings help inform setting standards for future highways contracts and any subsequent action by the <i>Contractor</i> helps reduce emissions of harmful pollutants when Providing the Service.
S 333 Environmental and sustainability requirements	
S 333.1	In Providing the Service the <i>Contractor</i> supports the improvement of environmental and sustainable outcomes to protect, manage and enhance the quality of the surrounding environment, with a focus on people and the built, natural and historic environment.
S 333.2	<p>The <i>Contractor</i> ensures that it complies with</p> <ul style="list-style-type: none"> the <i>Client's</i> environmental strategy the <i>Client's</i> sustainable development strategy, GG103 – "Introduction and general requirements for sustainable development and design" <p>In Providing the Service (see link at Annex 02).</p>
S 333.3	The <i>Contractor</i> complies with 'The road to good design' incorporating the ten principles of good design, grouped as connecting people, connecting places and connecting processes when Providing the Service (see link at Annex 02).

S 333.4	In Providing the Service the <i>Contractor</i> recognises the importance and value of biodiversity and mitigates the impacts on wildlife and looks for the opportunities provided by management and construction work to provide biodiversity enhancements.
S 333.5	<p>The <i>Contractor</i> ensures in Providing the Service it complies with the biodiversity requirements within</p> <ul style="list-style-type: none"> • LA 118 “Biodiversity design” for the design and delivery of the <i>service</i> and • the <i>Client’s</i> biodiversity plan. <p>See links in Annex 02.</p>
S 333.6	The <i>Contractor</i> ensures that the <i>Client’s</i> responsibilities and opportunities within the Government Buying Standards are delivered (see link at Annex 02).
S 334 People Strategy	
S 334.1	<p>The <i>Contractor</i> complies with people strategy requirements, including:</p> <ul style="list-style-type: none"> • Equality, Diversity and Inclusion, • Employment & Skills, and • Skills & Apprenticeships <p>In the people strategy Annex 06.</p>
S 335 Offshoring of data	
S 335.1	In this section Risk Assessment is a full risk assessment and security review carried out by the <i>Client</i> in accordance with the HMG Security Policy Framework (SPF) (see Annex 02) and the <i>Client’s</i> Information Security Data Security Standard (see Annex 02).
S 335.2	<p>The <i>Contractor</i> does not store any of the <i>Client’s</i> data that is classified as OFFICIAL (including OFFICIAL SENSITIVE) or higher in accordance with the HMG Government Security Classifications (see Annex 02),</p> <ul style="list-style-type: none"> • offshore or • in any way that it could be accessed from an offshore location <p>until the <i>Client</i> has confirmed to the <i>Contractor</i> that either</p> <ul style="list-style-type: none"> • the <i>Client</i> has gained approval for such storage in accordance with the Information Security Data Security Standard or • such approval is not required.
S 335.3	<p>The <i>Contractor</i> ensures that no offshore premises are used in Providing the Service until</p> <ul style="list-style-type: none"> • such premises have passed a Risk Assessment or

	<ul style="list-style-type: none"> the <i>Client</i> confirms to the <i>Contractor</i> that no Risk Assessment is required.
S 335.4	<p>The <i>Contractor</i> complies with a request from the <i>Client</i> to provide any information required to allow the <i>Client</i> to</p> <ul style="list-style-type: none"> gain approval for storing data or allowing access to data from an offshore location in accordance with S 335.2 or conduct a Risk Assessment for any premises in accordance with S 335.3.
S 335.5	<p>The <i>Contractor</i> ensures that any subcontract (at any stage of remoteness from the <i>Client</i>) contains provisions to the same effect as this clause.</p>
S 336.6	<p>A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.</p>
S 336 Not used	
S 337 Information Systems & Security	
S 337.1	<p>The <i>Contractor</i> complies with the information systems & security requirements of the Information systems and security Annex 09.</p>
S 337.2	<p>The <i>Contractor</i> interfaces with the <i>Client's</i> digital data exchange mechanisms, or other Information Systems as agreed with the <i>Client</i>, for:</p> <ul style="list-style-type: none"> the management of information and records relating to the <i>services</i> and receiving and transmitting communications, information, records and data to and from the <i>Client</i>.
S337.3	<p>The <i>Contractor</i> complies with the user manuals and guidance, as referenced in Annex 02, when interfacing with the <i>Client's</i> digital data exchange mechanisms and Information Systems.</p>
S 338 Quality Management	
Quality management system	
S 338.1	<p>The <i>Contractor</i> complies with and operates management systems as follows</p> <ul style="list-style-type: none"> a health and safety management system complying with the requirements in Annex 15 of the Scope, a quality management system complying with ISO 9001 and an environmental management system complying with ISO 14001.
S 338.2	<p>The <i>Contractor</i> implements a risk management system and processes that follow the guidelines contained in ISO 31000 in relation to risk management.</p>

S 338.3	The <i>Contractor</i> obtains certification from a body accredited by UKAS (or another equivalent body accepted by the <i>Client</i>) of the quality management system to the standards set out above within 4 weeks of the Contract Date and submits to the <i>Client</i> a copy of all certificates within one week after it is obtained. If the <i>Contractor</i> already holds such certification at the Contract Date, the <i>Contractor</i> submits to the <i>Client</i> a copy of all certificates within one week after the Contract Date.
S 338.4	The <i>Contractor</i> obtains certification of its health and safety management system in accordance with the requirements in Annex 15 of the Scope.
S 338.5	<p>The <i>Contractor's</i> quality management system will include the <i>Contractor's</i> quality policy as required by the contract and ISO 9000, which clearly articulates the organisations commitment to</p> <ul style="list-style-type: none"> • providing a quality assured service which delivers the requirements in the contract, • supporting the development, implementation and maintenance of the <i>Contractor's</i> quality management system, and • continually providing maximum customer satisfaction.
S 338.6	The <i>Contractor</i> maintains up to date all accredited certifications required at the start of the contract, throughout the full duration of the contract, undergoes any required recertification audits and forwards the <i>Client</i> copies of the audit reports from the certification accredited bodies and the <i>Contractor's</i> updated certificates.
S 338.7	<p>The following requirements shall be incorporated into the <i>Contractor's</i> Quality Management System:</p> <ul style="list-style-type: none"> • Process / Procedure: Provide Asset Data • Purpose: To provide asset data that is collected through the work undertaken as part of this contract to the Client. • Input: Asset Data Collected. Reference documents (ADMM). • Output: Asset Information provided
Quality Plan	
S 338.7	The <i>Contractor</i> prepares the Quality Plan within 4 weeks of the Contract Date.
S 338.8	The Quality Plan incorporates the Quality Submission and is sufficiently detailed to demonstrate how the <i>Contractor</i> achieves each of the commitments in the Tender Commitments Register and meets the <i>Client's</i> objectives for the contract.
S 338.9	The <i>Client</i> notifies the <i>Contractor</i> if the Quality Plan does not comply with the requirements of the contract. Following such notification, the <i>Contractor</i> reviews the Quality Plan and reports to the <i>Client</i> setting out its proposed changes. If the <i>Client</i> accepts the proposals, the Quality Plan is changed. If the proposed changes are not accepted, the <i>Client</i> informs the <i>Contractor</i> of the aspects of the Quality Plan that

	are not acceptable, and the <i>Contractor</i> updates the Quality Plan for acceptance within one week.
S 338.10	The <i>Contractor</i> keeps a controlled copy of the Quality Plan available for inspection at all times by the <i>Client</i> , the <i>Client</i> and their representatives.
Audit and nonconformities (including “defects”)	
S 338.11	The <i>Contractor</i> carries out a programme of internal audits in accordance with the requirements of ISO 9001.
S 338.12	The <i>Client</i> may carry out audits of the <i>Contractor’s</i> quality management system from time to time.
S 338.13	The <i>Contractor</i> allows access at any time within working hours to any place where it or any subcontractor (at any stage of remoteness from the <i>Contractor</i>), carries out any work that relates to the contract for the <i>Client</i> to carry out audits, to inspect work and materials and generally to investigate whether the <i>Contractor</i> is Providing the Service in accordance with the contract.
S 338.14	The <i>Contractor</i> provides all facilities and assistance necessary to allow such audits and inspections to be carried out.
S 338.15	Following notification of a Defect, the <i>Contractor</i> submits to the Client for acceptance the corrective and preventative action that he proposes to take to deal with the nonconformity. The <i>Contractor</i> does not take action to deal with the nonconformity until the Client has accepted his proposals.
S 338.16	<p>Within one week of the <i>Contractor</i> submitting the proposed corrective and preventative action to him for acceptance, the Client either accepts the proposal or notifies the <i>Contractor</i> of his reason for not accepting it. A reason for not accepting the proposed action is that</p> <ul style="list-style-type: none"> • it does not take action required to ensure that nonconformities do not recur or • it does not comply with the Scope.
S 338.17	If the Client does not accept the proposed action, the <i>Contractor</i> submits a revised proposal to the Client for acceptance within one week.
S 338.18	The <i>Contractor</i> corrects nonconformities and takes action to eliminate the causes of actual or potential nonconformities within a time which minimises the adverse affect 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 338.19	The <i>Contractor</i> notifies the Client when the proposed actions have been taken and provides with his notification verification that the defective part of the services has been corrected.

S 339 Deed of Novation

S 339.1	Should a deed of novation be required pursuant to Z5 in the <i>conditions of contract</i> , the form of novation agreement is issued by the <i>Client</i> for agreement as set out in Annex 13 and 14 .
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S 340 Reporting of Small and Medium Enterprises

S 340.1	For each Small, Medium & Micro Enterprise (SME) employed on the contract, as defined in the table below: -
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Company category	Staff headcount	Turnover	or	Balance sheet total
Medium size	<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 end of the *service period*

- the name of the SME,
- the class of SME (Small, Medium or Micro),
- the value of the contract undertaken by the SME,
- the monthly amounts paid to the SME in the quarter and
- the aggregated value paid to the SME since the *starting date*

S 340.2	The <i>Contractor</i> acknowledges that the <i>Client</i> may <ul style="list-style-type: none"> • publish the information supplied under this section, along with the <i>Contractor's</i> name and the name of the contract and • pass the information supplied under this section S340 to any Government Department who may then publish it along with the names of the SMEs, the <i>Contractor's</i> name or the contract.
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S 340.3	The <i>Contractor</i> ensures that the <i>conditions of contract</i> for each subcontractor who is an SME include <ul style="list-style-type: none"> • a term allowing the <i>Client</i> to publish the information supplied under this section and • obligations similar to those set out in this section.
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S 340.4	The <i>Contractor</i> further ensures that the <i>conditions of contract</i> for each subcontractor include a requirement that the <i>conditions of contract</i> for any further sub-
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	subcontractor engaged by the subcontractor who is an SME include obligations similar to those set out in this section.
S 341 Performance measurement	
S 341.1	The <i>Client</i> uses the current version of the 'Collaborative Performance Framework' (CPF) (see link in Annex 02) in order to actively measure the <i>Contractor's</i> performance and follows the processes set out in the 'Guidance' sheet within the CPF in relation to the use of performance scores to drive improved performance.
S 341.2	The <i>Contractor</i> uses the current version of the CPF, records performance against each of the relevant indicators in the CPF and assists the <i>Client</i> in the development of the framework by proposing and developing ways in which improvements can be made to the CPF.
S 341.3	<p>The scores recorded by the <i>Contractor</i> against each CPF indicator are submitted to the <i>Client</i> and copied to the relevant CPF email address. The instructions for identifying the relevant CPF email address and the relevant working day in the month for submission are set out in the CPF instructions on the Supply Chain Portal (see link in Annex 02).</p> <p>The first CPF covers months 1-3 from the Contract Date, and are thereafter submitted quarterly.</p>
Performance Review	
S 341.4	The <i>Contractor</i> undertakes a performance review addressing all aspects of performance on a quarterly basis, or as instructed by the <i>Client</i> , in accordance with the CPF.
S 341.5	The Performance Level is 6 and is measured in accordance with the CPF.
S 341.6	Where the <i>Contractor's</i> performance is below the Performance Level, this is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.
S 341.7	The <i>Client</i> leads additional annual reviews to assess all aspects of <i>Contractor</i> performance and trends in performance indicators. The <i>Contractor</i> assists any additional reviews as requested by the <i>Client</i> .
S 342 Format of Records	
S 342.1	The <i>Contractor</i> undertakes translation of existing records into an accepted format when instructed by the <i>Client</i> .
S 342.2	The <i>Contractor</i> may from time to time agree alternative acceptable formats in which to maintain records with the <i>Client</i> . These may take into account advances and other developments in Information Systems.

S 343 Records and audit access	
S 343.1	The <i>Contractor</i> keeps documents and information obtained or prepared by the <i>Contractor</i> or any subcontractor in connection with the contract for a period of 12 years after the end of the <i>service period</i> .
S 343.2	The <i>Contractor</i> permits the <i>Client</i> and the Comptroller and Auditor General to examine documents held or controlled by the <i>Contractor</i> or any subcontractor (at any stage of remoteness from the <i>Client</i>).
S 343.3	The <i>Contractor</i> provides such oral or written explanations as the <i>Client</i> or the Comptroller and Auditor General considers necessary.
S 343.4	This section does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the <i>Contractor</i> .
S 343.5	The <i>Client</i> provides the <i>Contractor</i> with access to available records to deliver the <i>services</i> .
S 344 Subcontracting	
Restrictions of requirements for subcontracting	
S 344.1	Except where a competitively awarded pre-existing contract for such works, supplies or services exists, or where the subcontractor was named and agreed in writing as part of the tendering process leading to the award of the main contract, the <i>Contractor</i> obtains a minimum of three (3) competitive written quotations for the appointment of any subcontractor or supplier for works/services with a subcontract value in excess of £10,000.
S 344.2	The <i>Contractor</i> includes a provision in all subcontracts stating that retention is not deducted from any amount due to the Subcontractor and procures that its Subcontractors and subcontractors (at any stage of remoteness from the <i>Client</i>) do the same.
S 344.3	The <i>Contractor</i> ensures that all subcontractors (at any stage of remoteness from the <i>Client</i>) are Named Suppliers.
S 344.4	The <i>Contractor</i> may propose to the <i>Client</i> that a subcontractor (at any stage of remoteness from the <i>Client</i>) is not a Named Supplier. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontractor (at any stage of remoteness from the <i>Client</i>) to be a Named Supplier.
S 344.5	The <i>Contractor</i> ensures that all subcontracts with subcontractors (at any stage of remoteness from the <i>Client</i>) (that are not competitively awarded pre-existing agreements) use an NEC form of contract and that any subcontracts with subcontractors (at any stage of remoteness from the <i>Client</i>) have terms and

	conditions that align with the subcontract.
S 344.6	The <i>Contractor</i> may propose to the <i>Client</i> that a subcontract used to appoint a subcontractor (at any stage of remoteness from the <i>Client</i>) is not a NEC form of contract. The <i>Contractor</i> does not appoint a subcontractor (at any stage of remoteness from the <i>Client</i>) using a contract form other than NEC unless the <i>Client</i> has accepted the <i>Contractor's</i> proposal. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontract to be an NEC form.
S 344.7	The <i>Contractor</i> submits the proposed Contract Data for each subcontract of a subcontractor (at any stage of remoteness from the <i>Client</i>) to the <i>Client</i> for acceptance. A reason for not accepting the Contract Data is <ul style="list-style-type: none"> • it does not comply with the obligations of the contract, • it does not align with the risk transfer of the contract or • in the opinion of the <i>Client</i> it has too high a risk transfer to the proposed subcontractor.
S 344.8	The <i>Contractor</i> ensures that any subcontract of a subcontractor (at any stage of remoteness from the <i>Client</i>) is capable of being novated to a replacement contractor.
S 344.9	The <i>Contractor</i> may propose to the <i>Client</i> that a subcontract of a subcontractor (at any stage of remoteness from the <i>Client</i>) is not capable of being novated to a replacement contractor. The <i>Contractor</i> does not award such a subcontract that is not capable of being novated to a replacement contractor unless the <i>Client</i> has accepted the <i>Contractor's</i> proposal. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontract to be novated to a replacement contractor.
S 344.10	When requested by the <i>Client</i> , the <i>Contractor</i> executes or procures that the relevant subcontractors (at any stage of remoteness from the <i>Client</i>) executes, an agreement in the form the <i>Client</i> may reasonably require to novate the benefit and burden of a subcontract to a replacement contractor.
S 345 Contracts Finder	
S 345.1	Where the forecast amount due to be paid to the <i>Contractor</i> is £5,000,000 or more per annum at the Contract Date or where Option X22 is used, the <i>Contractor</i> . <ul style="list-style-type: none"> • subject to paragraphs S345.4, S345.5 and S345.6, advertises on Contracts Finder all subcontract opportunities arising from or in connection with Providing the Service above a minimum threshold of £25,000 that arise before the end of the <i>service period</i>, • within 90 days of awarding a subcontract to a subcontractor (at any stage of remoteness from the <i>Client</i>) updates the notice on contracts finder with details of the successful subcontractor,