



Highways England Company Limited

Smart Motorways Alliance

Volume 2

2. Alliance Scope

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GLOSSARY

Acronym	Description
ADMM	Asset Data Management Manual
ADS	Advance Direction Sign
AESP	Alliance Employment and Skills Plan
AIP	Approval in Principle
AIRSweb	Accident and Incident Reporting System
ALR	All Lane Running
AMOR	Asset Maintenance and Operational Requirements
BIM	Business Information Modelling
BoQ	Bill of Quantities
CALO	Calibration and Optimisation
CBS	Cost Based Structure
CCD	Cross Carriageway Duct
CCS	Crown Commercial Services
CCTV	Closed Circuit Television
CDE	Common Data Environment
CDF	Collaborative Delivery Framework
CDM	Construction (Design and Management) Regulations 2015
CEMP	Construction Environmental Management Plan
CHE	Chief Highway Engineer
CIP	Complex Infrastructure Programme
CoC	Code of Connection
CoCP	Code of Construction Practice
CPI	Cost Performance Index
CPM	Critical Path Method
CSE	Customer Service Excellence®
DfBB	Driving for Better Business
DMRB	Design Manual for Roads & Bridges
DNO	Distribution Network Operators
DTS	Ducts Through Structures
EAR	Environmental Assessment Report
EDI	Equality, Diversity & Inclusion
EEA	European Economic Area
EI	Electricity Interface
ELR	Engineering Line Reference
EMP	Outline Environmental Management Plan
EnvIS	Environmental Information System
ERA	Emergency Refuge Areas
ERT	Emergency Roadside Telephones
EVA	Earned Value Analysis
EVM	Earned Value Management
FAT	Factory Acceptance Test

FORS	Fleet Operator Recognition Scheme
FTP	Fixed Taper Points
GBP	Great British Pounds
GDPR	Global Data Protection Reporting
GDR	Geotechnical Design Report
GFR	Geotechnical Feedback Report
GIR	Ground Investigation Report
GIS	Ground Investigation Survey
HADDMS	Highways Drainage Data Management System
HAGDMS	Highways Geotechnical Data Management System
HAPMS	Highways Pavement Management System
HEMP	Handover Environmental Management Plan
HEVMS	Highways England Variable Message Signs
HMSO	Her Majesty's Stationery Office
HSE	Health and Safety Executive
IAMIS	Integrated asset management information system,
IAN	Interim Advice Note
IAR	Independence Assurance Review
IDC	Investment Decision Committee
IEC	International Electrotechnical Commission
IEP	Information Execution Plan
IMR	Informational Model Requirements
IPR	Intellectual Property Rights
ISO	International Organization for Standardization
LED	Law Enforcement Directive
LiDAR	Light Detection and Ranging
MCHW	Manual of Contract Documents for Highway Works
MEP	Member of European Parliament
MIDP	Master Information Delivery Plan
MPI	Major Projects Instructions
MPs	Member of Parliament
NDC	National Distribution Centre
NEC	National Enforcement Coordinator
NHSS	National Highways Sector Schemes
NOCP	Network Occupancy Communications Plan
NOD	Notice of Determination
NOMS	Network Occupancy Management System
NRTS	National Roads Telecommunications Services
OD	Operations Directorate
OfT	Open for Traffic
OHSAS	Occupational Health and Safety Assessment Series
PAS	Publicly Available Specification
PBA	Project Bank Account

PCF	Project Control Framework
PIM	Project Information Model
PPN	Procurement Policy Note
PSSR	Preliminary Sources Study Report
QCSRA	Quantified Cost and Schedule Risk Analysis
QMP	Quality Management Points
QWN	Quality Warning Notice
RCC	Regional Control Centre
REAF	Review of Existing Asset Form
REC	Regional Enforcement Coordinator
REM	Rapid Engineering Model
RFI	Requests for Information
RIP	Regional Investment Programme
RIS	Road Investment Strategy
ROTTM	Remotely Operated Temporary Traffic Management
RSRF	Record of Structural Review Forms
SAT	Site Acceptance Test
SCMM	Supply Chain Health and Safety Maturity Matrix
SDAGs	Site Data Advisory Groups
SDD	Site Data Design
SEB	Statutory Enforcement Body
SES	Safety Engineering Standards
SGAR	Stage Gate Assessment Review
SMC	Software Maintenance Contractor
SME	Small Medium Enterprise
SMIS	Structures Management Information System
SMP	Smart Motorways Programme
SOI	Statement of Intent
SPI	Schedule Performance Index
SRN	Strategic Road Network
TAA	Technical Approval Authority
TAF	Technology Acquisition Form
TLG	Technical Leadership Group
TPMS	Technology Performance Management System
TQ	Technical Query
TSO	Technical Standard Order
TTRO	Temporary Traffic Regulation Order
UKAS	United Kingdom Accreditation Service
VCSE	Voluntary, Community and Social Enterprises
VE	Value Engineering
VMSL	Variable Mandatory Speed Limits
VRS	Vehicle Restraint System
WBS	Work Breakdown Structure

Section A: Lot Scope

S100 Description of the works

S105 Introduction to Highways England

1. Highways England Company Limited (the *Client*) is a corporate body established on 8 December 2014 as a company wholly owned by the Secretary of State for Transport. It was appointed as a strategic highways company by way of an order made by the Secretary of State pursuant to section 1 of the Infrastructure Act 2015 (the Act) (see link in Annex A). The Secretary of State for Transport statutory directions and guidance to the *Client* are provided in the Highways England Licence (see link in Annex A).
2. The *Client* is tasked by the Act with delivering the Road Investment Strategy (RIS) set by the Secretary of State, and to prepare and publish route strategies as directed by the Secretary of State. The *Client* carries out its functions in accordance with directions and guidance given by the Secretary of State. The RIS (see link in Annex A) is set out in three parts
 - Part 1: Strategic Vision,
 - Part 2: Investment Plan, and
 - Part 3: Performance Specification.
3. The Performance Specification sets out the Government's expectations for the *Client* and the Strategic Road Network (SRN) that it operates, maintains and modernises. This consists of more than 4,300 miles of motorway and major A roads, including a highly complex asset base of more than 16,000 structures, 21,870 lane-miles of pavement, and 110,000 technology assets.

S110 Introduction to the Smart Motorways Programme

4. Smart motorways use pioneering technology to
 - monitor traffic levels and flexing to all lane running,
 - change the speed limit to smooth traffic flow, reduce frustrating stop-start driving and improve journey times,
 - activate warning signs to alert you to traffic jams and hazards up ahead, and
 - close lanes – for example to allow emergency vehicles through.

5. Six Partners will integrate with the *Client* in a single, collaborative “Alliance” to deliver the national Smart Motorways Programme (SMP). Where required, the Alliance may co-ordinate the *Client’s* wider programme of works beyond smart motorways. The Alliance may also support the *Client* to deliver further technology-led work and wider autonomous and connected vehicles road implementation strategies.
6. The Alliance supports the *Client* in the delivery of the *works* allocated to them. The Alliance upholds the same values that the *Client* holds: safety, ownership, passion, integrity and teamwork (see link in Annex A).

S115 The structure of the Alliance

7. The Alliance comprises a maximum of seven members
 - a. the *Client* as a member of the Alliance,
 - b. one Production Management Partner,
 - c. two Digitally Enabled Design Partners, and
 - d. three On-site Assembly Partners.

S116 Alliance Objectives

8. The Alliance aims to achieve the following Alliance Objectives
 - a. **Home safe and well** – the *Client’s* objective for the Alliance is that no one is killed or seriously harmed whilst working or travelling on the network. The objective is for the Alliance to deliver a stepped change in this, move to zero harm and get everyone home safe and well,
 - b. **Improve customer and stakeholder satisfaction** – the *Client’s* objective for the Alliance is to put customers at the heart of everything the Alliance does and continually challenging ways of working to improve customer and stakeholder satisfaction. The Alliance aims to provide a positive customer experience across the whole lifecycle of the Alliance,
 - c. **Drive efficiency** – the *Client’s* objective for the Alliance is to create a high performing organisation able to deliver the *Client’s* imperatives of safety, customer and delivery whilst outperforming the efficiency targets. Delivery of key milestones in a timely manner is key to this,
 - d. **Achieve a digital transformation** – the *Client’s* objective for the Alliance is to achieve a digital transformation to optimise the use of data and information to drive consistency, continuous improvement to ensure successful outcomes,

- e. **Lead business change** – the *Client's* objective for the Alliance is to lead business change to set new industry standards in productivity, quality and defect free delivery,
- f. **Create high performing integrated teams** – the *Client's* objective for the Alliance is to create high performing integrated teams through removing organisational barriers and duplication, and
- g. **Shape a best in class Supply Chain** – the *Client's* objective for the Alliance is to lead and shape a best in class Supply Chain which is innovative and incentivised to deliver sustainable solutions which support enhanced results.

S120 Core Responsibilities of the members of the Alliance

- 9. The collaborative nature of the Alliance and the principle of resourcing using a best for task approach requires each member of the Alliance to share knowledge, capability and resources in an agile manner, where and when required, to support the optimal delivery of the SMP.

S120A Production Management Partner

- 10. The Production Management Partner is responsible for
 - a. leading the integration of the members of the Alliance in the Production Hub to deliver the outcomes of the Production Hub including
 - integration of the Partners' resources in the Alliance,
 - programme management office,
 - supply chain management,
 - technology and information management,
 - scheduling,
 - people strategy,
 - commercial management,
 - governance and risk management,
 - quality management and assurance, and
 - business change, and
 - b. investing in the capability and competence development of the *Client*.

S120B Digitally Enabled Design Partner

- 11. Each Digitally Enabled Design Partner is responsible for

- a. the outline and detailed civil engineering design of the *works* in accordance with S2100 *Client's* work specification,
- b. the principal designer role for the Schemes for which they are instructed in accordance with CDM Regulations (see link in Annex A),
- c. maximising the use of the *Client's* Rapid Engineering Model (REM), digital design solutions including Building Information Modelling (BIM) and running digital rehearsals,
- d. design knowledge management and promoting industry practice,
- e. providing capability and capacity to the Production Hub, and
- f. providing contingency in circumstances where a Digitally Enabled Design Partner is terminated.

S120C On-site Assembly Partner

12. Each On-site Assembly Partner is responsible for

- a. the management and delivery of the construction of the *works* in accordance with S2100 *Client's* work specification,
- b. the principal contractor role for the Schemes for which they are instructed in accordance with CDM Regulations (see link in Annex A),
- c. site level mobilisation, engineering and performance control,
- d. on-site assembly of assets,
- e. the installation, testing and commissioning of any infrastructure as part of handover to the *Client*,
- f. providing capability and capacity to the Production Hub, and
- g. providing contingency in circumstances where an On-site Assembly Partner is terminated.

S120D The *Client* as a member of the Alliance

13. The *Client* as a member of the Alliance is responsible for

- a. playing an active role in the delivery of the SMP from within the Alliance in an integrated manner,
- b. providing capability and capacity to the Production Hub, the delivery hubs and improve its own capability over the duration of the contract,

- c. providing the services outlined in S1010Services and other things to be provided by the *Client*, and
- d. providing contingency in circumstances where the Production Management Partner is terminated.

S125 Agile Responsibilities of the members of the Alliance

14. In addition to the Core Responsibilities for each member of the Alliance, the below Agile Responsibilities may be delivered by any of the members of the Alliance subject to the approval of optimisation opportunities by the *Client*. These activities include

- a. the scoping and carrying out of surveys in accordance with the *Client's* SMP Survey Guide (see link in Annex A), including
 - asbestos,
 - communications,
 - condition,
 - drainage and ducting,
 - environmental and ecology (e.g. protected species),
 - lighting,
 - noise,
 - pavement,
 - structures and geotechnical, and
 - topographical (including LiDAR),
- b. preliminary and/or detailed design in accordance with the SMP Design Guide (see link in Annex A), including
 - gantries, structures and bridges,
 - noise and environmental barriers,
 - piling and foundations,
 - power and lighting,
 - retaining walls,
 - technology and communications,
 - traffic management, and

- development of as-built records,
- c. purchase and provision of
 - technology,
 - traffic management, and
 - any other products and services called off from Crown Commercial Services (CCS) or other *Client* framework contracts,
- d. consent and administrative activities, including
 - statutory and consent management (e.g. statutory instruments, Statutory Undertakers, Distribution Network Operators (DNOs)),
 - customer service and external stakeholder management,
 - environmental assessment,
 - setting up and administering of Project Bank Accounts (PBAs), and
 - supporting SMP delivery (e.g. Red-X campaigns)
- e. production activities, including
 - logistics,
 - promoting the use of off-site manufacture and standardisation, and
 - continuous improvement and innovation,
- f. any additional activities to optimise the delivery of the SMP.

S130 Scheme allocation of responsibility

15. Where Section B: General of the General Scope states that the Alliance is to carry out an activity or to comply with a constraint associated with the delivery of Schemes, the Scheme Scope for each Scheme will identify which Partner is to assume responsibility and liability for carrying out that activity or for complying with that constraint in respect of the Scheme (or, where elements of the Scheme are to be delivered by different Partners and the activity or constraint relates to the Scheme as a whole, which Partner is to assume such responsibility and liability in respect of each element).
16. Notwithstanding paragraph 15 above
 - the Digitally Enabled Design Partner identified as the principal designer in the Order for the Scheme will remain responsible for the overall co-ordination and integration of the design for the Scheme; and

- the On-site Assembly Partner identified as the principal contractor in the Order for the Scheme will remain responsible for the overall co-ordination and integration of all on-site assembly and installation activities relating to the Scheme.

Section B: General Scope

S200 General constraints

S201 Alliance behaviours

17. The delivery model for the Alliance is based on a collaborative approach between the *Client* and the Partners. The SMP will be delivered by a single integrated team, operating under a single contract, with shared outcomes that align all parties through a common commercial and performance framework.
18. All members of the Alliance recognise that
 - delivery of the SMP will mean success for the Alliance and for individual members of the Alliance,
 - they are required to work together in good faith, operating fairly, honestly, transparently and with integrity,
 - decisions are made on the principle of best for the Alliance and not what is best for individual members of the Alliance,
 - there is a commitment to achieve a no blame and no dispute culture. The collective effort is focussed on resolving issues when they arise and identifying practical steps to prevent recurrence,
 - they are collectively responsible and rewarded based upon delivering efficiencies to the Budget which will be established using historic cost data with an efficiency and risk adjustment applied, and
 - they share a set of common goals aligned with the *Client's* imperatives and outcomes and work under a common incentive model.
19. The Alliance Provide the Works in accordance with these ways of working principles. These principles have been established to define how the members of the Alliance will conduct themselves during periods of difficulty, change and uncertainty to ensure a successful outcome for all.
20. The *Client's* Behavioural Maturity Framework Strategy (see link in Annex A) is being implemented to support and evolve the industry's collaborative relationships away from

immature behaviours that lead to negative and damaging consequences to mature behaviours that enable better performance and outcomes for all.

21. Within six months of the Alliance Start Date, the Alliance develops an alliance behavioural framework that builds on the Behavioural Maturity Framework Strategy and the behaviours below as a minimum standard (the “Alliance Behavioural Framework”).

- Alignment is about understanding the wider context, aligning your own team, project or organisation’s objectives with other partner objectives and working effectively across boundaries for the greater good,
- Making decisions is about gathering information from relevant people and sources and evaluating the implications of different options to support making sound decisions in a timely manner,
- Accountability is about identifying where responsibilities lie, taking ownership for any personal actions and meeting your commitments as well as holding others to account,
- Continuous improvement is about questioning existing ways, reviewing learning and applying this to new situations and being able to bring in new and original solutions to problems,
- Challenge is about being open to being challenged, encouraging openness and providing constructive feedback and challenge to others when required,
- Support each other is about considering the safety, health and well-being of others, identifying others’ needs, recognising when to step in and proactively offering support to others, and
- Engagement is about connecting with others, demonstrating interest in people, inviting their insights and adapting communication style to have the greatest impact.

22. The members of the Alliance embeds these behavioural attributes in to its employees and the Supply Chain. This is reviewed by the Alliance at a minimum annually, and any changes are agreed with the Alliance Manager.

23. There are a number of key drivers and benefits which the *Client* seeks to attain through a philosophy of integration

- shared ownership of delivery outcomes - that releases the potential of the participants and results in exceptional levels of performance,

- open and transparent culture – fostering innovation, considered risk-taking, controlled delivery, shared problem-solving and joint investment in solutions – resulting in the creation of dynamic, responsive team-working that delivers better outcomes for all,
- understanding and maximising the strengths of the Alliance and the Supply Chain to maximise capacity and avoid duplication and wasted effort,
- shared knowledge and innovation – teams that actively demonstrate how to accrue value from repeatability and certainty, and where to seek to innovate, and
- relationships based on trust, fairness and constructive challenge resulting in value-adding outcomes.

S202 Parent Company Guarantee

24. Where a Partner is required to provide a Parent Company Guarantee, it is provided in the form set out in Annex B – Form of Parent Company Guarantee.
25. If the entity that is to provide the Parent Company Guarantee is a non-UK registered company required by this contract, the Guarantor provides a legal opinion in support of a Parent Company Guarantee.
26. Any legal opinion provided by the Partner and/or Guarantor in support of an Parent Company Guarantee from a non-UK registered company includes (among others) the following matters
 - a. confirmation that
 - the Guarantor is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,
 - the Guarantor has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
 - all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Guarantor of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,
 - execution by the proposed signatories in accordance with the method of execution proposed constitutes valid execution by the Guarantor, the execution and delivery by the Guarantor of the Parent Company Guarantee and the performance of its obligations under it do not conflict with or violate:

- the constitutional documents of the Guarantor,
 - any provision of the laws of the jurisdiction in which it is incorporated,
 - any order of any judicial or other authority in the jurisdiction in which it is incorporated; or
 - any mortgage, contract or other undertaking which is binding on the bidder or its assets, and
 - (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms.
- b. notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Guarantor's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,
- c. notification of whether withholding is required to be made by the Controller in relation to any monies payable to the *Client* under the Parent Company Guarantee,
- d. confirmation of whether the *Client* is deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee, and
- e. confirmation that the Guarantor and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and Wales in respect of proceedings against it in relation to the Parent Company Guarantee.

S203 Conflict of interest

27. A Partner does not take an action which causes a risk of a conflict of interest to arise in connection with the contract. A Partner immediately notifies the *Client* if it considers that a conflict of interest may exist or may arise.
28. Each Partner notifies their employees and Subcontractors (at any stage of remoteness from the *Client*) and procures that any Subcontractor (at any stage of remoteness from the *Client*) notifies its employees, who are engaged in Providing the Works, that they must not take an action which causes an actual or potential conflict of interest to arise in connection with the *works*.

29. Each Partner ensures that its *key persons* or any persons for whom it is responsible for who are appointed to the Production Hub complete an annual declaration of interests and conflict of interest form (see link in Annex A). Each Partner provides to the Alliance Manager on the Alliance Start Date, and on each anniversary of the Alliance Start Date, the completed declaration of interests and conflict of interest forms. Each Partner ensures that its *key persons* or any persons for whom it is responsible for who are appointed to the Production Hub complete the declaration of interest and conflict of interest form on appointment and submit these to the Alliance Manager within one week of the appointment.
30. Following a notification from the Alliance Manager, the *Client* may
- require the Partner to stop Providing the Works until any conflict of interest is resolved, or
 - require the Partner to submit a proposal to remedy or address the actual or potential conflict of interest to the *Client* for acceptance.
31. A reason for not accepting the proposal is that it does not resolve the conflict of interest. The Alliance Manager amends the proposal in response to any comments from the *Client* and resubmits it for acceptance. The Partner complies with the proposal once it has been accepted.

S204 Anti Bribery and Anti Fraud

32. The Partners comply (and ensures that any person employed by it or acting on its behalf complies) with the *Client's* Anti Bribery Code of Conduct (see link in Annex A) and Anti Fraud Code of Conduct (see link in Annex A), collectively “the Codes”.
33. The Partners comply with the Codes until Completion and with
- paragraph 4 of the *Client's* Anti Bribery Code of Conduct, and
 - paragraph 3 of the *Client's* Anti Fraud Code of Conduct,
- until 12 years after Completion.
34. The Partners ensure that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this section.
35. A failure to comply with this section is treated as a substantial failure by the Partner(s) to comply with their obligations.

S205 Data Protection

36. For the purposes of this section and the Data Protection Legislation

- the *Client* is the Controller,
 - each Partner is a Processor, and
 - this section constitutes a data processing agreement where required by the Data Protection Legislation.
37. Each Partner processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of Providing the Works.
38. Each Partner complies with the requirements of Procurement Policy Note 02/18 entitled “Changes to Data Protection Legislation & General Data Protection Regulation” (PPN 02/18) (see link in Annex A) or any later revision and any related supplementary procurement policy notes in Providing the Works.
39. Each Partner does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Legislation by the parties.
40. Each Partner obtains and maintains until Alliance Completion all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Legislation in respect of Providing the Works.
41. Each Partner only processes Data to the extent it relates to
- the types of Data,
 - the categories of Data Subject, and
 - the nature and purpose.
42. Without prejudice to paragraph 37, each Partner processes the Data only in accordance with the instructions of the *Client*, unless the Partner is required to process Data for other reasons under the laws of the European Union (or a member state of the EEA) to which the Partner is subject. If the Partner is required to process the Data for these other reasons, it informs the *Client* before carrying out the processing, unless prohibited by relevant law.
43. Each Partner immediately informs the *Client* if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.
44. Each Partner has in place and maintain in accordance with then industry practice for as long as it holds any Data taking into account the state of the art, the costs of implementing, the harm that might result from a Data Loss Event and the nature, scope, context and purposes of processing

- appropriate technical and organisational measures to protect the Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure, and
- adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any Equipment used to process the Data

in each case to ensure that each Partner processing of Data is in accordance with the Data Protection Legislation and protects the rights of Data Subjects

45. Each Partner submits details of its Protective Measures to the *Client* for acceptance. A reason for not accepting them is that they are not appropriate to protect against a Data Loss Event. Acceptance (or a failure to reject) by the *Client* does not amount to approval by the Controller of the adequacy of the Protective Measure.
46. Each Partner ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in S210 Confidentiality and this section and are aware of the Partner obligations under the contract and the Data Protection Legislation.
47. Each Partner ensures access to the Data is limited to those persons who need access in order for the Partner to Provide the Works and (in each case) to such parts of the Data as are strictly necessary for performance of that person's duties.
48. Where a Partner obtains or collects Personal Data on behalf of the *Client*, the Partner
 - provides to Data Subjects a data protection notice in a form accepted by the *Client*, informing the Data Subject of the identity of the *Client*, the identity of any data protection representative it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair, and
 - where applicable, obtains all necessary consents for the processing of Data.
49. On request, each Partner takes all necessary actions and provides the *Client* with all reasonable assistance necessary for the *Client* to comply with a Data Subject Request, including
 - the provision of access to, and information relating to, Data,
 - the rectification of inaccurate Data,

- the permanent erasure of Data,
 - the restriction of processing of Data,
 - the provision of a copy of Data in machine readable format, and
 - the transfer of Data to a third party.
50. A Partner immediately notifies the *Client* if the Partner receive
- a Data Subject Request (or purported Data Subject Request),
 - a complaint or request relating to the *Client's* obligations under the Data Protection Legislation, or
 - a request from any Supervisory Authority for assistance or information, unless provided by relevant law.
51. Each Partner assists and co-operates with the *Client* in relation to any complaint or request received, including
- providing full details of the complaint or request,
 - complying with the request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the *Client*, and
 - promptly providing the *Client* with any Personal Data and any other information requested by it to enable it to respond to the request.
52. Each Partner does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the *Client*. Where the *Client* agrees, the Partner
- provides evidence (acceptable to the *Client*) of appropriate safeguards as required by the Data Protection Legislation, and
 - complies with the instructions of the *Client*.
53. Each Partner complies with the requirements of the *Client* in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the Partner to destroy or delete copies of the Data is subject to any law of the European Union (or a member state of the EEA) to which the Partner is subject that requires Data to be retained.
54. A Partner notifies the *Client* within 24 hours of becoming aware of a Security Incident or any other breach of this section. The notification includes, as far as possible
- a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned,

- the likely consequences of the breach, and
 - the Protective Measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects including those outlined in PPN 02/18.
55. In the event of a Security Incident, the Partner provides the *Client* with full co-operation and assistance in dealing with the Security Incident, in particular in notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Legislation.
56. On request (but not more than once in any 12 month period), the Partner provides to the *Client* all necessary information to demonstrate the Partner's compliance with this section.
57. Each Partner promptly provides assistance and information requested by any Supervisory Authority or required by the *Client* in order for the *Client* to ensure compliance with its obligations under the Data Protection Legislation, including in relation to
- security of processing,
 - preparation of any necessary Data Protection Impact Assessments, and
 - undertaking any necessary data protection consultations.
58. Each Partner maintains electronic records of all processing activities carried out on behalf of the *Client*, including
- the information described in paragraph 41 of this section,
 - The different types of processing being carried out (if applicable),
 - any transfers of Data outside the EEA or the United Kingdom, identifying the relevant country or international organisations and any documentation required to demonstrate suitable safeguards, and
 - a description of the technical and organisation security measures referred to in paragraph 44 of this section.
59. Each Partner makes these records available to the *Client* promptly on request.
60. A Partner does not engage any Sub-Processor without the prior consent of the *Client*.
61. Before allowing any Sub-Processor to process any Personal Data related to this agreement, the Processor must

- a. notify the Controller in writing of the intended Sub-Processor and processing,
 - b. obtain the written consent of the Controller,
 - c. enter into a written agreement with the Sub-Processor which give effect to the terms set out in this clause such that they apply to the Sub-Processor, and
 - d. provide the Controller with such information regarding the Sub-Processor as the Controller may reasonably require.
62. The Processor remains fully liable for all acts or omissions of any of its Sub-Processors.
63. The Controller may at any time on not less than 30 working days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which applies when incorporated by attachment to this agreement).
64. Each Partner agrees to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 working days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
65. Each Partner designates its own data protection officer if required by the Data Protection Legislation.
66. If it is or becomes a requirement that, under the Data Protection Legislation or other applicable laws, this section must be governed by the laws of a member state of the European Union, and the *law of the contract* does not or ceases to satisfy this requirement, this section is governed by and construed in accordance with the laws of Ireland.

S208 Official Secrets Act

67. The Official Secrets Act 1989 (see link in Annex A) applies to the contract from the Contract Date until Alliance Completion.
68. Each Partner notifies its employees and Subcontractors (at any stage of remoteness from the *Client*) of its duties under the Official Secrets Act 1989.

S210 Confidentiality

69. The general principle is that confidential information relating to the contract should be shared freely among the members of the Alliance. However, certain commercially sensitive details (for example, the build-up of rates in the *commercial workbook*) are excluded from this principle and are disclosed only between the *Client* and the Partner

to whom it relates. Each Partner may specify the information which it regards as commercially sensitive and the *Client* will have regard to a Partner's wishes, but ultimately the *Client* will decide whether or not information is shared.

70. Within two weeks of Alliance Completion or termination of the Alliance's obligation to Provide the Works, each Partner

- returns to the *Client* or the Partner who disclosed the information if not disclosed by the *Client* any confidential or proprietary information belonging to the *Client* or another Partner in the Partner's possession or control, and
- deletes (and procures that any Subcontractor, at any stage of remoteness from the *Client*, deletes any electronic information or data held by the Partner or any Subcontractor (at any stage of remoteness from the *Client*) relating to the *Client*, the other Partners or the contract.

S211 Insurance

71. Each Partner takes out and maintains the respective insurances stated in, and in accordance with the requirements specified in Annex C Insurance Tables (together the "Required Insurances").

72. Each Partner

- without limiting any specific requirements in this contract, take or procure the taking of all reasonable risk management and risk control measures in relation to this contract as it would be reasonable to expect of a Partner, acting in accordance with industry best practice, including but not limited to the investigation and reporting of its claims to insurers,
- discharge all its obligations under the Insurance Act 2015 (see link in Annex A) when placing, renewing, amending or maintaining any insurances required by this contract including complying with the duty of fair presentation to insurers taking the actions needed to protect the *Client's* and other Partners' separate interests,
- use reasonable endeavours to procure that all insurance brokers through whom any Required Insurances to be effected by the Partner are effected or maintained will maintain intact their files (including all documents disclosed and correspondence in connection with the placement of those Required Insurances and the payment of premiums and claims under such Required Insurances) until the date specified in the Insurance Table.

73. Where the insurers purport to cancel, suspend, terminate the Required Insurances, the Partner will procure that the insurers will, as soon as is practicable, notify the Partner in the event of any such proposed suspension, cancellation or termination.
74. Where the Partner receives notification from insurers in relation to paragraph 73, the Partner promptly notifies the *Client* in writing of receipt of such proposed suspension, cancellation or termination.
75. The Partner promptly notifies to insurers any matter arising from or in relation to this contract from which it may be entitled to claim under any of the Required Insurances.
76. Except where the *Client* or other Partners are the claimant party and without limiting the other provisions of the clause, the Partner notifies the *Client* immediately, (such notification to be accompanied by reasonable particulars of the incident or circumstances giving rise to such claim):
- Of any incident or circumstances which may give rise to any claim amounting to or in excess of one hundred thousand pounds (£100,000) in connection with the contract under any of the Required Insurances.
 - If the incident or circumstances may give rise to any claim in connection with the contract, which may be in excess of the limits of the Required Insurances.
77. All insurance proceeds received under the Contractors “All Risks” Insurance referred to in the Insurance Table, will be applied to the repair, reinstate and replace each part or parts of the insured property in respect of which the proceeds were received.

S215 Security and protection of the Site

78. The Alliance provides security and protection of the Site for the duration of the Works and provide suitable arrangements to facilitate access by the *Client* or Others as required.

S220 Security and identification of people

79. Each Partner carries out a security check on their employees and Subcontractors before they are involved in Providing the Works, in accordance with the *Client's* personnel security procedures (see link in Annex A).

S225 Protection of existing structures

80. The Scheme Scope provides the location of existing structures and services within the Working Areas.

S230 Cleanliness of roads

81. The Alliance is responsible for maintaining the cleanliness of all roads, private accesses and public rights of way affected by the *works*. The Alliance proposes procedures for maintaining the cleanliness of all roads, private accesses and public rights of way affected by the *works* for acceptance by the Alliance Manager, in accordance with the Environmental Protection Act 1990 (see link in Annex A).

S240 Network occupancy

82. For each Scheme, the Alliance produces all proposals for lane restrictions, temporary diversions or restrictions of traffic and traffic management after discussion with, and the acceptance of the *Client*, relevant highway authorities and the local traffic police. The Alliance engages with any businesses that are likely to be impacted by the proposed traffic management of the arrangements to be made.
83. The Alliance Manager submits proposals to the *Client* regarding the need for temporary CCTV coverage of the Working Areas and fixed site speed enforcement cameras for the periods of the works.
84. Traffic management proposals are to take full account of local activities.
85. Where this is not achievable, the Alliance submits a traffic management request to the *Client* for authorisation.

Clashes with other work

86. The Alliance coordinates with the *Client* to avoid any traffic management clashes.
87. The Alliance carries out temporary traffic management, safety audits, applies lessons learned and checks and challenges proposals for compliance with
- Traffic Signs Manuals Chapter 7 and Chapter 8 (see link in Annex A),
 - Roadworks a Customer View (see link in Annex A) and expected best practice, and
 - Major Projects Dynamic Roadworks – a vision for the future (see link in Annex A).

Road space bookings

88. The Alliance books road space for activities which require the control of traffic with the *Client*. Bookings are confirmed as a minimum of 12 weeks in advance to avoid potential conflicts and are made using the *Client's* procedures.

89. A provisional road space booking is in place for the *works* with a unique reference. The Alliance amend, or cancel and resubmit, this road space booking as necessary to undertake the *works*.

Temporary Traffic Regulation Order (TTRO)

90. Where the Alliance proposals require the use of TTROs, the Alliance consult with all relevant stakeholders in their preparation and submits completed orders to the *Client* for review, prior to submission to relevant Others a minimum of 12 weeks in advance of them being required. If the orders are not granted, the *Client* communicates the reasons.

Authorisation of non-prescribed signs

91. Where the Alliance proposals require the use of non-prescribed signs, the Alliance submits an application to the *Client* setting out the details of the non-prescribed sign and its location a minimum of 40 working days in advance of it being required. If the authorisation is not granted, the *Client* communicates the reasons.

Diversion routes

92. The Alliance agree with the *Client* all required diversion routes to undertake the *works* and any required surveys. Agreed diversion routes and evidence of agreement are to be submitted to the *Client* at least 40 working days in advance of any *works* being undertaken.
93. The Alliance checks for any planned traffic management arrangements on diversions routes and take account of all potential environmental, noise and vibration impacts, and proposes mitigation measures for diversion routes for agreement with the *Client*.
94. The Alliance contributes to engagement with the local and wider community, including businesses, to listen to their views and concerns and formulate solutions on an ongoing basis as part of the traffic management approach striving and demonstrating continuous improvement and customer engagement.
95. The Alliance informs residents of any temporary diversion routes that may cause disturbance and impact the enjoyment of their property at least 20 working days in advance of them being implemented, and agree with the *Client* any mitigation to reduce this impact.
96. The Alliance complies with the *Client's* Crisis Management Manual (see link in Annex A) and inform relevant Others of any incident that occurs during construction that impact on the free running of the network and any significant health and safety incidents or injuries sustained within the Site.

Roadworks

97. The Alliance implements the principles as set out in the *Client's* Roadworks A Customer View (see link in Annex A). Alongside this, the *Client's* Dynamic Roadworks Vision (see link in Annex A) is an aspiration for Road Period 1 projects, with a view to achieving it by the end of Road Period 2. The *Client* recognises a balance needs to be made with cost and time constraints. The Alliance does not deviate from implementing the principles set out in Roadworks A Customer View unless the deviation is accepted by the *Client*.
98. The *Client* encourages the Alliance to innovate and challenge the conventions traditionally used to design and manage traffic to help deliver better outcomes on the SRN and for local communities affected by diversion routes.
99. The Alliance takes all necessary actions to ensure that drivers and road users are aware of the roadworks, lane closures and disruptions to their trips before commencing their journeys with the earliest possible notice in accordance with Network Occupancy Management System (NOMS) requirements.
100. The Alliance contributes to the *Client's* Network Occupancy Communications Plan of the start of planned *works* in which key messages, communication channels and target audiences are to be identified and which sets out the processes and procedures for communications.

S241 Recovery services

101. The Alliance use Appendix 1/20 of the Manual of Contract Documents for Highway Works (MCHW) (see link in Annex A).

S245 Condition survey

102. The Alliance identifies the need to undertake condition surveys of Others' assets in accordance with the Issued Programme and asks the Alliance Manager what agreements or understandings are in place to govern the timing, information and requirements of such condition surveys.
103. The *Client* advises the Alliance of any existing agreements or alternatively negotiates such agreement and advise the Alliance. The *Client* may ask the Alliance to undertake such negotiations but the Alliance may not agree to the terms or to the expenditure of any amount in relation to the making good of Others' assets either after the survey or after executing the *works* without the *Client's* prior approval.

104. The Alliance carries out a risk assessment on the impacts the surveys, design and construction of the *works* (temporary and permanent) may have on the structural integrity of any asset, such as adjacent roads, railways, buildings, and structures.
105. As a minimum requirement, roads, railways, buildings, structures, fields require surveys to determine condition before and after the works are complete.
106. The Alliance does not enter land/property or contact the land/property owner without agreement from the *Client*.
107. Unless otherwise agreed with the *Client*, the Alliance records all survey arrangements in writing and submits a copy of this correspondence to the *Client* no later than 48 hours prior to taking access.

S250 Considerate Constructor Scheme

108. The Alliance
- registers each Site under the Considerate Constructor Scheme, and
 - complies with the Considerate Constructor Scheme's Code of Considerate Practice (see link in Annex A) to Provide the Works.

S251 Customer service

109. The customer is any person or organisation that uses or is affected by the SRN, including, but not limited to
- road users,
 - communities and community groups,
 - network reliant businesses,
 - emergency services,
 - communities and pressure groups,
 - tenants and persons and organisations that lease from the *Client*, and
 - the public who use the SRN.
110. The Alliance collaborates with the *Client* to create a customer plan which aligns with the Network Occupancy Communications Plan (NOCP) and the *Client's* overarching Customer Service Strategic Plan (see link in Annex A) (the "Customer Plan") which defines
- all customer stakeholder groups,
 - communication channels and timings for each stakeholder, and

- feedback protocols from customers.
111. The *Client* notifies the Alliance Manager of any customer service issues. The Alliance Manager addresses the issue and the Alliance provides support in the mitigation of any negative consequences that could affect the delivery of the SMP or achievement of the aims in the Customer Service Strategic Plan.

Customer correspondence and complaints

112. The Alliance support the *Client* to address all correspondence and complaints received relating to the services.
113. The Alliance maintains a record of all correspondence and complaints and the actions taken by the Alliance in relation to them using the *Client's* customer relationship management system where one is available.
114. The Alliance provides any information that is needed to enable the *Client* to prepare statements or responses to questions or issues raised by or on behalf of any customer. If the Alliance cannot provide the required information to support the *Client's* response, the Alliance immediately notifies the *Client*, detailing the reasons.
115. The Alliance adheres to the *Client's* most recent policies and procedures, including the Corporate Complaints Process (see link in Annex A), the *Client's* Customer Complaint Process (see link in Annex A) and *Client's* Correspondence Quality Control Guidelines (see link in Annex A).

S256 Project Control Framework

116. For each Scheme, the Alliance agrees with the *Client* the PCF products required to be produced, reviewed, updated or refined at various PCF stages of the project life cycle. The Alliance is responsible for the production, review and revision of the PCF products as the project life cycle evolves.
117. PCF deliverables are developed in accordance with the current version of the Project Control Framework Handbook (see link in Annex A) and the Project Control Framework Best Practice Planning and Consultation Process (see link in Annex A). The Alliance engages with the appropriate product owner/specialists in line with the PCF practice guidance.
118. The Alliance liaises with the Alliance Manager to ensure appropriate staff receive mandatory PCF training.
119. The Alliance provide supporting information and resources, as required, to assist the *Client* with the relevant PCF Stage Gate Assessment Reviews (SGARs), Independent

Assurance Reviews (IARs) and Investment Decision Committee (IDC) processes for each Scheme.

S266 Energy Efficiency Directive

120. The Alliance

- complies with the requirements of Procurement Policy Note 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive” (PPN 7/14) (see link in Annex A) and any related supplementary Procurement Policy Notes in Providing the Works,
- ensures that any new products purchased by the Alliance for use partly or wholly in Providing the Works comply with the standard for products in Directive 2012/27/EU (see link in Annex A),
- demonstrates efficiency in resource use and ensures maximisation of re-use and recycling materials to support the *Client’s* ‘circular economy’ ambition as stated in *Client’s* Sustainable Development Strategy (see link in Annex A),
- ensures that any new products purchased by a Subcontractor for use partly or wholly in the performance of its obligations under its Subcontract complies with the standard for products in Directive 2012/27/EU,
- ensures that Subcontractors demonstrate to the Alliance how any new products purchased by the Subcontractor for use partly or wholly in the performance of its obligations under a subcontract complies with the requirements of PPN 7/14, and
- includes requirements to the same effect in any sub-subcontract (at any stage of remoteness from the *Client*).

121. The Alliance demonstrates how any new products purchased for use partly or wholly in Providing the Works comply with the requirements of PPN 7/14.

S267 Environmental requirements

122. The Alliance complies with the *Client’s* Environment Strategy (see link in Annex A) to invest for the long-term and capture the vision for the environment which is “a strategic road network working more harmoniously with its surroundings to deliver an improved environment”.

123. The Alliance assists the *Client* in the achievement of its commitment to improving environmental outcomes. In doing this, it seeks to help protect, manage and enhance the quality of the surrounding environment, with a focus on people and the built, natural and historic environment. This commitment expands to the wider environment

to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

124. The Alliance

- demonstrates environmental improvements in leadership and culture through accountability, capable employees and customer focused delivery,
- demonstrates recognition of health, safety and wellbeing in driving through environmental improvements which include to reduce noise pollution, improve air quality and improving resilience to flooding,
- collaborates with Others to provide increased environmental benefits, engages with relevant stakeholders on environmental activities and identifies and shares best practice and innovation to improve environmental performance whilst delivering value for money,
- demonstrates excellence in design quality through research and innovation, working with stakeholders which ensures environment and improved environmental performance is at the heart of all projects,
- brings together relevant and accurate information on highway assets and surroundings to enable decisions to be made which improve environmental performance, and
- ensures a full understanding of the benefits of improved environmental performance is taken into account in decision making and demonstrate clearly what activities have been undertaken, and how effective they have been in improving environmental outcomes.

125. The Alliance complies with the *Client's* design vision and principles as set out in 'The road to good design' (see link in Annex A) for close engagement with communities, careful assessment of context, robust decision making and collaborative working, are all vital if investment is going to truly enhance our urban and rural environments.

126. The Alliance complies with the *Client's* Biodiversity Plan (see link in Annex A) to contribute to addressing the biodiversity challenges of no net loss of biodiversity for RIS2 (starting April 2020) and a net biodiversity gain by 2040.

127. Goods purchased by a Partner on behalf of the *Client* (or which become the property of the *Client*) comply with the relevant minimum sustainable procurement standards specified in the Government Buying Standards 2017 (see link in Annex A).

128. The *Client* encourages the Alliance to innovate and challenge the conventions traditionally used and respond positively to change; an innovative and resourceful approach that is mindful of context is necessary to achieve better outcomes.

Construction Environmental Management Plan

129. The Alliance complies with IAN 183/14 (see link in Annex A) for the requirements of the Outline Environmental Management Plan (EMP) and the Construction Environmental Management Plan (CEMP).
130. For each Scheme, the Alliance prepares a CEMP in advance of the commencement of the construction of the Scheme.
131. The Alliance liaises with the appropriate statutory consultees, local authorities, and the *Client* to incorporate their requirements. The Alliance submits the CEMP to the Alliance Manager for acceptance prior to implementation.
132. Reasons for not accepting the CEMP include that
- it does not provide sufficient, relevant information on existing and future environmental risks, commitments or objectives of the *works* needing to be honoured,
 - it does not realistically reflect timing requirements, e.g. sufficient time for archaeological or Historic England requirements, or
 - it does not allow the Alliance to Provide the Works in accordance with the Scope.
133. The Alliance reviews and updates the CEMP as necessary ensuring that it continues to ensure the satisfactory progress of the Scheme with respect to environmental management and mitigation.

Handover Environmental Management Plan

134. The Alliance complies with IAN 183/14 (see link in Annex A) for the requirements of the Handover Environmental Management Plan (HEMP).
135. For each Scheme, the Alliance prepare a HEMP prior to completion of the Scheme or any section of the *works* besides aftercare/management of landscape works. This outlines the activities required to ensure the effective long-term management of environmental matters associated with the operation of the *works*.
136. The Alliance liaises with the appropriate statutory consultees, local authorities, and the *Client* to incorporate their requirements. The Alliance submits the HEMP to the *Client* for acceptance six months prior to Completion.
137. Reasons for not accepting a HEMP include that

- it does not provide sufficient, relevant information on existing and future environmental commitments (e.g. aftercare/management of landscape works) or objectives of the *works* needing to be honoured,
- it does not provide sufficient, relevant information on the future management required, ongoing actions/ commitments or risk management requirements,
- it has not been discussed/agreed with the Alliance Manager for long term management, or
- it does not provide sufficient detail for the management of specific individual ecological feature/landscape plot.

S268 Aftercare/management of landscape works

138. The Alliance include within the HEMP proposals for the aftercare (up to year 2) and management (after year 2) of landscape for each Scheme location. The HEMP details how the Alliance effectively provides and manage the aftercare requirements to comply with IAN 135/10 (see link in Annex A).

S269 Site Waste Management Plan

139. In order to reduce the need for waste disposal, the Alliance minimises the generation and environmental impacts of wastes arising during the works and maximises opportunities for the re-use and recovery of wastes. For each Scheme, the Alliance produces and submits to the *Client* for acceptance a Site Waste Management Plan which complies with IAN 183/14 (see link in Annex A) including the provision for CEMP and HEMP reports.

140. The Alliance makes any necessary applications to the local authority and/or the Environment Agency, under the terms of the Waste Management Licensing Regulations 1994 (as amended) (see link in Annex A), and the Town and Country Planning Act (1990) (see link in Annex A) for the storage, treatment or disposal of wastes.

S270 Sustainable development requirements

141. In Providing the Works, the Alliance complies with the *Client's* Sustainable Development Strategy (see link in Annex A), which is to put sustainable development into practice by "...encouraging economic growth while protecting the environment and improving safety and quality of life for current and future generations."

142. The Alliance

- demonstrates cost effective investments allowing for resilience to future climate changes,
- demonstrates leadership employing a sustainable approach in everything done,
- ensures the Alliance contributes to reducing the *Client's* carbon footprint by actively managing and reducing its greenhouse gas emissions and reporting via the *Client's* Carbon Tool (see link in Annex A),
- meets the *Client's* ambitions for responsible sourcing and demonstrates the environmental, social, safety and legal credentials of goods and services procured in an action plan for responsible sourcing to be submitted to the Alliance Manager for acceptance. This includes, but is not limited to, measures for complete traceability and transparency, legal origin, zero tolerance for bribery and corruption, and reduced environmental and social impacts during manufacture, supply and use, and
- demonstrates efficiency in resource use and ensures maximisation of re-use and recycling materials to support the *Client's* 'circular economy' ambition as stated in *Client's* Sustainable Development Strategy (see link in Annex A).

S272 Air Quality Strategy

143. The *Client's* Air Quality Strategy (see link in Annex A) sets out how it ensures that all activity on our roads is delivered in a way that not only minimises harm, but ultimately improves the environment including air quality. This helps support government as they work to improve air quality in the UK and deliver nitrogen dioxide compliance at the roadside in the shortest time possible. The *Client* explores with the Alliance opportunities to promote the use of low emission vehicles to reduce harmful pollutants.

144. In support, the Alliance

- ensures that any new vehicles purchased by the Alliance for use partly or wholly in Providing the Works comply with the minimum mandatory standards (detailed for central government departments) detailed in Government Buying Standards Transport 2017 (see link in Annex A), and
- when requested, works in collaboration with the *Client* to prepare reports to identify how the best practice standards detailed in the Government Buying Standards Transport 2017 can be achieved. Report findings help inform setting standards for future highways contracts and any subsequent action by the Alliance helps reduce emissions of harmful pollutants when Providing the Works.

S274 Discrimination, bullying and harassment

145. A Partner does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts (see link in Annex A).
146. In Providing the Works, the Alliance co-operates with and assist the *Client* to satisfy its duty under the Discrimination Acts to
- eliminate unlawful discrimination, harassment and victimisation,
 - advance equality of opportunity between different groups, and
 - foster good relations between different groups.
147. Where any employee of a Partner or Subcontractor, and its employees (at any stage of remoteness from the *Client*) is required to carry out any activity on the *Client's* premises or alongside the *Client's* employees on any other premises, the Partner ensures that each such employee or Subcontractor, and its employees (at any stage of remoteness from the *Client*), complies with the requirements of the Discrimination Acts and with the *Client's* employment policies and codes of practice relating to discrimination and equal opportunities (see link in Annex A).
148. A Partner notifies the *Client* as soon as it becomes aware of any investigation or proceedings brought against a Partner under the Discrimination Acts in connection with the contract and
- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
 - attends (and permits a representative from the *Client* to attend) any associated meetings,
 - promptly allows access to any relevant documents and information, and
 - co-operates fully and promptly with the investigatory body, court or tribunal.
149. Each Partner complies with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the Subcontractors (at any stage of remoteness from the *Client*) also comply.
150. Each Partner implements due diligence procedures for their own Subcontractors and other participants in the Supply Chain, to ensure that there is no slavery or human trafficking in the Supply Chain.

151. Each Partner carries out an annual audit to monitor its compliance with the Modern Slavery Act 2015 (see link in Annex A) which covers all its obligations under all its existing *Client* contracts. Each Partner prepares and delivers to the *Client* no later than 1st August each year an annual
- slavery and human trafficking report,
 - transparency statement, and
 - a risk register with mitigating actions,
- which comply with the Modern Slavery Act 2015 and set out the steps the Partner has taken to ensure that slavery and human trafficking is not taking place in its Supply Chain or in any part of its business.
152. A Partner notifies the *Client* as soon as it becomes aware of any actual or suspected slavery or human trafficking in any of the Supply Chain or any part of its business.
153. Each Partner 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.
154. Each Partner complies (and ensures that any Subcontractor complies) with the *Client's* policies relating to bullying and harassment. If the Alliance Manager considers that the presence or conduct of any of employees (at any stage of remoteness from the *Client*) at any location relevant to the performance of the *works* is undesirable or in breach of the *Client's* policies, the Alliance Manager instructs the Partner to implement corrective action.

S275 Equality, diversity and inclusion

155. The Alliance assists the *Client* in the achievement of its equality, diversity and inclusion (EDI) objectives. The *Client's* objective is to embed the principles of EDI into all areas of its business, driving real change in how it works with its customers and communities, the Supply Chain and its employees. The Alliance assists the *Client* in working collaboratively so that its workplaces are inclusive and the strategic road network is accessible and integrated for both its users and communities living alongside the SRN.
156. The Alliance prepares an Alliance Inclusion Action Plan in accordance with Annex D Alliance Inclusion Action Plan and submit it to the Alliance Manager for acceptance within six months of the Alliance Start Date to demonstrate how it develops an iterative approach to supporting the *Client* in meeting its EDI objectives through the life of the contract. The Alliance submit the Alliance Inclusion Action Plan to the Alliance

Manager for review and acceptance. If the Alliance Manager provides comments, the Alliance amend the Alliance Inclusion Action Plan in response to the comments received from the Alliance Manager and resubmit the plan to the Alliance Manager for acceptance within four weeks. Following acceptance, the Alliance provides the Alliance Manager with a quarterly report of progress against the Alliance Inclusion Action Plan.

157. Reasons for not accepting the Alliance Inclusion Action Plan include that

- a. it does not demonstrate how the requirements are passed down the Supply Chain,
- b. it does not demonstrate an approach for customer requirements,
- c. it does not meet or evidence how the Alliance will
 - ensure the working culture, practice and environment is inclusive,
 - consider and understand the diverse needs of customers and neighbouring communities,
 - hold themselves and the Supply Chain to account in delivering the plan, and
 - monitor and evidence year on year improvements,
- d. it does not meet the aims of the equality duty contained within the Equality Act 2010 (see link in Annex A) to pay due regard to the need to
 - eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Equality Act 2010,
 - advance equality of opportunity between people who share a protected characteristic and people who do not share it, and
 - foster good relations between people who share a protected characteristic and people who do not share it,

158. The Alliance names an individual from the Alliance to act as the EDI lead to

- be responsible for ensuring the implementation, on-going development of the Alliance Inclusion Action Plan,
- ensure quarterly reports and information are provided as required,
- facilitate continuous improvement reviews, and
- act as a single point of contact on all matters concerning EDI.

159. The Alliance uses any demographic data to enable effective analysis to then inform delivery of the SMP. The Alliance works with the *Client* to evidence the involvement of diverse groups in agreeing communication channels (including digital) and engagement activities, monitoring and evaluating satisfaction of these.
160. The Alliance evidences a cycle of direct and regular contact with diverse groups and review of the effectiveness and satisfaction of these activities.

S276 Employment and skills

161. The Alliance delivers a sufficient and sustainable supply of capable labour to Provide the Works.
162. There are key benefits which the *Client* seeks to attain including
- a shared understanding of demand versus supply for skills, early identification of shortfalls and strategies to address risks,
 - an evaluation and agreement on which strategies the Alliance implement, and how responsibility for delivery is shared, and
 - regular identification, sharing and uptake of good practice that improves performance and/or productivity.
163. To contribute to achieving these benefits, the Alliance develops, delivers and evaluates an Alliance Employment and Skills Plan (AESP) within six months of the Alliance Start Date for acceptance by the Alliance Manager by
- preparing, submitting, delivering and evaluating an employment and skills plan for the *works*,
 - ensuring the plan evolves in accordance with agreed Alliance priorities and shared good practice, and
 - ensuring the plan contributes to the Alliance achieving accreditation as a National Skills Academy for Construction.
164. The Alliance Employment and Skills Plan comprises of four sections
- section 1 - workforce planning and development data,
 - section 2 - a methodology,
 - section 3 - a statement of outputs, and
 - section 4 - an implementation plan.

This is detailed further in Annex E Alliance Employment and Skills Plan.

S300 Alliance's design

165. The Alliance works with the *Client* to deploy the REM, standard products and standard designs at each PCF stage with the aim of a reduction in the volume of bespoke design activity.

S305 Design responsibilities

166. For each Scheme, the Alliance is responsible for the design of the *works* at each lifecycle phase as defined in Project Control Framework Handbook (see link in Annex A) that include

- Options: PCF stages 0-2,
- Development: PCF stages 3–5,
- Construction: PCF stages 6-7.

167. The Alliance provides the particulars of the design to the Alliance Manager.

Options: PCF stages 0-3

168. The Alliance undertakes all the design and assessment activities associated with defining the operational concept where this work has not been previously undertaken by the *Client*.

Development: PCF stages 3–5

169. The Alliance undertakes all the design and assessment activities associated with pre-construction.

170. The Alliance prepares information as necessary to support and inform governance and statutory process.

171. The Alliance verifies the suitability of survey data provided within the Site information prior to relying upon it. Any additional survey information required is the responsibility of the Alliance.

172. The Alliance undertakes further surveys, investigations and consultations as necessary, following the guidance and advice contained within the SMP Survey Guide (see link in Annex A).

Construction: PCF stages 6-7

173. The Alliance undertakes all design activities associated with construction. This includes ensuring that the works provided comply with the requirements of the Scheme Scope and where any changes are made to the Scheme Scope the Alliance ensure that these changes comply with the previous PCF stage assessments and undertake any necessary re-assessments where required.

174. The Alliance ensures that all data required for the safe future management of the asset has been handed over at Scheme Completion.

S310 Design criteria

175. The activities the Alliance undertakes across the work stages are detailed in Annex F Special activities and requirements, the Single Option Process Map (see link in Annex A), the REM and the SMP Design Guide (see link in Annex A).
176. The Alliance undertakes activities associated with delivery of the design, except where the *Client* has already undertaken this work.
177. Where the *Client* has not undertaken this work, the Alliance undertakes activities associated with Design Fix 1, 2, 3, 4 and 5, as detailed in Annex F Special activities and requirements, the Single Option Process Map and SMP Design Guide.
178. The Alliance provides proactive feedback on the workstream approach and work stages to continually improve the approach to delivery.

S320 Design submission procedures and acceptance criteria

179. The Alliance submits interim submissions of part or complete designs to the Alliance Manager and any departures from standards to the *Client* and/or Technical Leadership Groups (TLGs) to aid collaboration and timely identification of issues.
180. The Alliance supports the *Client* with all governance related reviews and other reporting requirements as outlined in S256 Project Control Framework.
181. Unless the *Client* agrees otherwise, the Alliance develops the design in compliance with
- the S2100 *Client*'s work specification,
 - previous agreements entered into with Others and interested parties,
 - any preferred route announcement made by the Secretary of State (where applicable),
 - any Development Consent Orders or the Highways Act 1980 (see link in Annex A) orders once made (where applicable), and
 - any other permission, authorisation, agreement or similar made in connection with the Scheme.
182. Work to highways which are or due to become the responsibility of a local authority must comply with the requirements and standards of the responsible Local Highway

Authority, or, where there are no such standards, the S2100 *Client's* work specification.

183. The Alliance maintains a procedure within the Scheme Quality Plan (as defined in paragraph 237) that records the development of the design of the *works* using the preliminary design as the baseline. The record includes
- details of changes to the design,
 - details of changes to the S2100 *Client's* work specification,
 - the impact of changes to the S2100 *Client's* work specification,
 - the impact of any changes to the Scheme Scope by the *Client*, and
 - details of permissions, authorisations, agreements and similar made in connection with any Scheme.
184. The record provides a full audit trail of the development of the design of the *works* and includes any impact on the Scheme programme and the Scheme Risk Register. Scheme Risk Registers are Registers produced for each Scheme that record and manage risks on each Scheme. The Alliance provides the record to the Alliance Manager for reporting at the monthly progress meetings.
185. Unless separate Technical Approval Authority (TAA) approval has been obtained from the *Client* (e.g. departures from standard, approval in principle, strengthened earthwork appraisal), all aspects of the design comply with S2100 *Client's* work specification.
186. The Alliance submits each element of the design to the Alliance Manager for acceptance at least 15 working days before proposing to carry out the works relating to the design. Separate submissions are made for each element of the design described in the Pre-Construction Design PCF product, unless the Alliance proposes and the Alliance Manager accepts an alternative breakdown of the design.
187. The Alliance provides a design and check certificate when the design is submitted to the Alliance Manager for acceptance. The design and check certificate is signed by an engineer other than the engineer who prepared the design. The format of the design and check certificate is agreed with the Alliance Manager.
188. The Alliance Manager returns the design and check certificate within 10 working days of design submission. Where the designs do not adhere to the S2100 *Client's* work specification, the Alliance Manager may seek clarifications from the Alliance. Clarifications may take the form of revised designs. The certificate is returned either

- “Accepted”,
- “Accepted with comments”,
- “Not accepted”.

189. Where the submission is accepted, the Alliance may proceed to the next design stage.
190. Where the submission is accepted with comments, the Alliance may proceed once methods of resolving the comments are agreed with the Alliance Manager.
191. Comments made by the Alliance Manager are incorporated into the Alliance's design. The Alliance's delivery schedule includes reasonable timescales for the Alliance Manager to review, collate comments and feedback/ discuss with the Alliance.
192. Where the submission is not accepted, the Alliance Manager considers that there are areas where the submission fails to meet the requirements of the contract and the Scope. The Alliance Manager describes the areas of concern and gives reasons for not accepting to the Alliance.

Alternative Design

193. Where alternative solutions from the preliminary design for the delivery of the Scheme are identified and have the potential for significantly improved outcomes (e.g. environmental), the Alliance record and submit them in accordance with the departures from standard process to the *Client* for acceptance.

S325 Design approval from Others

194. The Alliance identifies any requirement for technical approval of the design from Others. The Alliance complies with the special requirements of Others for technical approval of the design.
195. The Alliance includes the requirement for technical approval of the design from Others within the Scheme programme, alongside suitable timescales for technical review and approvals by Others as agreed with the Alliance Manager.

S400 Scheme handover

S405 Scheme Open for Traffic

196. The Alliance constructs the Scheme in accordance with the guidance provided in IAN 161 (see link in Annex A) and S2100 *Client's* work specification.
197. Prior to Open for Traffic, the Alliance complete the activities and products required by Gateway Review 4 Readiness for Service in the PCF (see link in Annex A).

S410 Scheme handover

198. The Alliance completes and submits the activities and products required for Scheme hand over required by PCF Stage 6 Construction, Commissioning and Handover in the PCF (see link in Annex A) to the *Client* for acceptance. This includes

- a completed Health and Safety File as required under the CDM Regulations 2015 (see link in Annex A),
- the handover documentation required by DMRB Volume 9, TD 71/16 – MCHW 1349 (see link in Annex A) and provides it to the *Client* for technology maintenance, instruction, operational and maintenance requirements for technology systems and Equipment, spares, routine maintenance schedule, etc. all as defined in MCH 1349,
- the activities listed in IAN182/14A – Major Schemes: Enabling Handover into Operation and Maintenance (see link in Annex A),
- the activities listed in the Asset Data Management Manual (ADMM) (see link in Annex A),
- confirmation that all *Client's* systems which require updating are populated and/or updated prior to Scheme handover. These include the following systems.
 - IAM IS – Integrated asset management information system,
 - HAPMS – Highways Pavement Management System,
 - HADDMS – Highways Drainage Data Management System,
 - HAGMS – Highways Geotechnical Data Management System,
 - EnvIS – Environmental Information System,
 - NOMS – Network Occupancy Management System,
 - SMIS – Structures Management Information System, and
 - any other systems which the Alliance Manager notifies the Alliance of prior to Scheme handover,
- the closure of non-conformity, outstanding audit actions and resolution of any Quality Management Points (QMPs) to be ascertained by audit,
- a comprehensive list of outstanding issues signed by the Alliance and the *Client* to confirm acceptance of the outstanding issues, and

- the removal of traffic management or any other works/measures which could cause traffic flows to be impeded or restricted.

199. When the Alliance Manager identifies all or a part of the *works* as being complete and ready to be handed over to the *Client*, the Alliance engages with the *Client* to handover the maintenance and operations of the Scheme. The Alliance obtains the signature of the authority responsible for the future operation of that part of the *works*, and submits it to the Alliance Manager for acceptance.

S415 Scheme Completion

200. The Alliance undertake all the work required by the contract by Scheme Completion with the exception of any landscape and aftercare requirements as detailed in S268 Aftercare/management of landscape works.

S445 Documents

201. The Alliance provides the documents and records to handover to the *Client* at the time required by and in accordance with the *Client's* current procedures.
202. The Alliance delivers the final deliverable version of any data to the *Client* prior to Scheme Completion in the format set out in S1415 Form of documents to be retained.

S450 Access to information following Scheme Completion

203. The Alliance agrees with the *Client* all data to be transferred following Scheme Completion including format and timescales.
204. All information provided for handover is catalogued and indexed. Electronically stored data is in a format capable of transfer to the *Client's* digital environment systems.

S500 Programme

S501 Alliance programme requirements

205. The Alliance supports the Alliance Manager with the creation and revision of the Alliance programme by providing Scheme programmes, responsibilities, methods and measures of progress.
206. An Alliance programme is to be developed with a work and cost breakdown structure (WBS and CBS).
207. Once the Alliance programme has been issued by the Alliance Manager, it becomes the Issued Programme.
208. The Issued Programme is issued in Primavera P6 Enterprise Version 16.1.3 or above.

S502 Scheme programme requirements

209. The Alliance provides Scheme programmes to the Alliance Manager in Primavera P6 Enterprise Version 16.1.3 in accordance with the Order and the requirements below. Within each Scheme programme, the time risk allowance that is identified is aggregated and shows the time risk allowance in front of key dates.
210. For each Scheme, the Alliance produces a detailed project schedule identifying the key dates (e.g. start of works and Open for Traffic), PCF products and SGARs, the critical path, statutory process milestones, Scheme Completion dates and interim milestones.
211. Each Scheme programme is developed with a WBS and CBS (see link in Annex A). The structure of the WBS and CBS is not to be altered without agreement of the Alliance Manager.
212. The activity identification numbering system, activity codes and project calendars, including a summary of statutory holidays applied to calendars for each year of this contract is set within the *Client's* Primavera P6 environment.
213. The Alliance carries out quantified cost and schedule risk analysis (QCSRA) on each Scheme programme every three months. This is then reported to the Alliance Manager. The Alliance provide appropriate modelling software to carry out QCSRA.
214. The Alliance provides reports to the Alliance Manager that outline the assumptions made in carrying out the QCSRA, the modelling parameters, along with details of any duration uncertainties that have been applied, and the Scheme Risk Register with the probabilities and likely delays clearly linked to activities.
215. The Alliance produce the levels of Scheme programme identified below.

Programme Level	Description	Requirements
Level 1	The summary Scheme schedule.	A 1-2 page A3 summary of c. 200 activities in the Scheme programme, showing key elements of the <i>works</i> , and works phases to Completion.
Level 2	The summary design, procurement, fabrication, construction and commissioning schedules.	Fully logic-linked Critical Path Method (CPM) network summary of the level 3 Scheme programme.
Level 3	The Scheme programme	Cost and resource loaded logic linked CPM network, which the Alliance use to plan the works, report progress, for Earned Value Management

		(EVM)
Level 3	The design schedule	Fully logic linked CPM network, containing all design deliverables, and all design activities. The Alliance's design schedule is a component of the Scheme programme
Level 4	The procurement schedule	The procurement schedule
Level 4	The weekly work plan	A four-weekly rolling schedule (one week look back, and three weeks look ahead) covering day to day activities
Level 4	The programme performance graphs	A suite of graphs derived from the performance measurement schedule, and latest Scheme programme
Level 4	The commissioning and start up programme	Fully logic-linked CPM network for use in coordinating all activities involved in commissioning
Level 4 / Level 5	The possession programmes	The programmes for all <i>works</i> undertaken during possessions, closures or blockades of the SRN

216. The Alliance issues Scheme programmes monthly via Cemar in Primavera.xer, as well as .pdf format of the xer file on working day -7 at midday of the *Client's* reporting period. The data date in the Scheme programmes is set working day one at zero hundred hours.

217. Physical progress is reported and recorded (updated) on Scheme programme activities by the Alliance during each *Client's* reporting period using physical percentage complete and activity remaining duration as the basis for 'progress status' compared to the initial Scheme programmes as a baseline. The baseline data is amended only with the Alliance Manager's acceptance.

S505 Scheme programme quality

218. The Alliance use Deltek Acumen Fuse or similar approved software to support the creation of Scheme programmes.

219. The Scheme programmes are of a suitable standard to provide a Deltek Acumen Fuse quality score % depending on the stage of the Design Fix and/or construction as shown in the table below.

Stage	Design Fix 0-2	Design Fix 2-4	Design Fix 4-5	Construction
Score	>75%	>80%	>85%	>85%

220. The Deltek Acumen Fuse schedule index is based upon a set of core metrics that all pertain to the overarching quality of a plan. The standard weightings and thresholds for

each of the core metrics is agreed by the Alliance Manager. These core metrics are periodically reviewed and revised as necessary.

S520 Methodology statement

221. The Alliance provides a narrative to the Alliance Manager for each Scheme programme to explain how the Scheme programmes have been developed, with reference to the safe system of work and includes an explanation of

- cycle times and work sequences,
- the deployment of Equipment and labour,
- the production rates used in determining durations,
- the shifts assumed in determining durations,
- the breakdown of labour requirements by trades,
- intended working hours, and
- the schedules of quantities used in developing the Scheme programme.

222. The narrative must provide detail that substantiates and reconciliation of

- programme leads and lags,
- projected levels of labour (by trade) and staff, and
- flows of resources including Plant and Materials and requirements.

S525 Revised Alliance programme

223. Revised Alliance programmes include the following information

- change log detailing all new activities,
- changed durations,
- changed calendar assignments,
- changed dependencies,
- changed assumptions – either amended, removed or added, and
- changes to the sequences.

S535 Earned value management and reporting

224. For each Scheme programme, the Alliance is responsible for reporting earned value in accordance with the guidance in S1530 Earned value assessment. This is

reported monthly for review by the Alliance Manager to support reporting to the Alliance Board.

225. This requires the integrated reporting of

- programme,
- cost,
- quantities,
- man hours, and
- earned value.

S600 Quality Management

226. Each Partner is compliant to the following standards or equivalent

- International Organisation for Standardisation (ISO) 9001 (see link in Annex A),
- ISO 14001 (see link in Annex A),
- Occupational Health and Safety Assessment Series (OHSAS) 18001 (see link in Annex A), and
- ISO 45001 within 12 months of the Alliance Start Date.

227. The Alliance has an approach to continuous improvement as part of the Alliance aligned/integrated quality management system in accordance with the requirements of ISO 9004 (see link in Annex A). Lean is included in the methods used to deliver continuous improvement.

228. Each Partner demonstrates that where applicable, they meet the requirements of GD 2/16 of the DMRB (see link in Annex A).

S605 Alliance aligned/integrated management system

229. The Alliance collaboratively deliver an aligned/integrated management system which combines all processes, procedures and working practices into one complete framework to support a unified approach to delivering the SMP and avoid any conflict or silo working between processes, procedures and functions.

230. The Alliance work collaboratively to design and develop an aligned/integrated management system which includes, but is not limited to

- quality management,
- change management,

- lean tools and techniques,
- risk management,
- health and safety management,
- environmental management, and
- collaborative working.

231. In the development of the Alliance aligned/integrated management system, reference is made to the following standards

- ISO 9001 (see link in Annex A),
- ISO 14001 (see link in Annex A),
- ISO 31000 (see link in Annex A),
- ISO 44001 (see link in Annex A),
- ISO 45001 (see link in Annex A),
- DMRB including GD 2/16 (see link in Annex A), and
- Customer Service Excellence® (CSE) (see link in Annex A).

232. The delivery of the aligned/integrated management system includes the delivery of, but is not limited to, the following

- Alliance quality policy,
- Alliance quality objectives,
- Alliance approach to audit,
- Alliance management review,
- Alliance approach to measuring, monitoring and managing non-conformity and Defects, and
- Alliance approach to continuous improvement.

S610 Lean

233. The Alliance adopts the following in pursuance of continuous improvement, innovation and knowledge transfer

- lean tools,
- lean techniques, and

- lean methodologies

and operate processes for delivering the requirements set out in Annex G Continuous improvement/lean minimum requirements. The Alliance may propose continuous improvement/lean for acceptance by the *Client*.

S615 Quality planning

234. The Alliance support the Alliance Manager to produce an Alliance quality plan within four weeks of the Alliance Start Date which describes the overall quality management approach (the “Alliance Quality Plan”).

235. Reasons for not accepting the Alliance Quality Plan include that

- it does not meet the requirements in paragraph 240 below, or
- the quality assurance, measures and controls proposed are deemed insufficient.

236. Should this occur, the Alliance Manager reviews and changes the Alliance Quality Plan within four weeks to meet requirements and resubmits to the *Client* for acceptance.

237. For each Scheme, the Alliance collectively produces a single Scheme quality plan to describe the quality management, assurance and controls in place for all activities (the “Scheme Quality Plan”). These also reference inspections, tests and verification as per S700 Tests and inspections. The Alliance submits each Scheme Quality Plan to the Alliance Manager for acceptance.

238. Reasons for not accepting Scheme Quality Plans include that

- it does not meet the requirements paragraph 240 below, or
- the quality assurance, measures and controls proposed are deemed insufficient.

239. Should this occur, the Alliance reviews and changes the Scheme Quality Plan within four weeks to meet requirements and resubmits to the Alliance Manager for acceptance.

240. All quality plans meet the requirements of ISO 10005 (see link in Annex A) and include, but are not limited to, the following as appropriate

- a quality statement and plan which address the quality objectives of the Alliance/Scheme,
- how the Alliance Quality Plan and Scheme Quality Plans are measured, monitored and reported,
- the management of QMPs,

- how the capacity and compliance of resources is managed, competency measures and controls of human resources,
- how Subcontractors are managed, including their capability, capacity, competence and how the quality of their outputs are managed, assured and controlled,
- a basis for tracking progress against quality objectives and quality outcomes,
- a risk based schedule for internal and external audit on each Scheme,
- the management of non-conformity and Defects,
- the approach being taken to continuous improvement and lean,
- an approach for developing the quality performance metrics against which the Alliance are measured as detailed in S645 Quality indicators, and
- how performance against the quality objectives of the Scheme are assessed at Scheme Completion.

241. All quality plans must be available for inspection at all times by the Alliance, the Alliance Board and the *Client*.

S620 Authorised persons with the necessary skills, knowledge, experience and training

242. The Alliance Quality Plan and the Scheme Quality Plans contain measures and controls for assessing authorised persons with the necessary skills, knowledge, experience and training.

243. The Alliance Quality Plan details

- the approach for how the Alliance Board ensures the Alliance has authorised persons with the necessary skills, knowledge, experience and training.

244. Each Scheme Quality Plan details

- the role or position of the individual(s) assigned by each Partner with the responsibility for assessing skills, knowledge, experience and training and for assigning authorised individuals to specific activities,
- how the skills, knowledge, experience and training requirements to do work are determined, including a review against the DMRB (see link in Annex A), National Highways Sector Scheme (NHSS) (see link in Annex A), EU and UK legislation and any other relevant standards,

- how assessments are undertaken against the requirements, which assess skills, knowledge, experience and training on the basis of appropriate education, training and/or experience,
- how action is taken to acquire the necessary skills, knowledge, experience and training and evaluate the effectiveness of the actions taken; including provision of training and mentoring, or the reassignment, hiring or contracting of personnel, and
- how appropriate documented information is retained as evidence of competence.

245. For each Scheme, the Alliance establishes a matrix of people of all authorised persons with the necessary skills, knowledge, experience and training as signatories which approve

- design, including digital rehearsals,
- design review and approval plans,
- construction, including off-site construction,
- construction inspection, verification and testing plans, and
- design and construction certificates of compliance, declarations of conformity and departures from standards.

246. The Alliance ensures evidence of the necessary skills, knowledge, experience and training is in place for those authorised persons who carry out the duties to which they have been assigned.

247. The Alliance ensures that authorised persons maintain the necessary skills, knowledge, experience and training while they are engaged with Alliance activities and the people matrix is kept current at all times.

S625 Quality reviews

248. The Alliance conducts monthly quality reviews. These include, but are not limited to

- a review of QMPs,
- levels of non-conformity, non-conformity resolution and Defects,
- reviews of health and safety inspection reports to identify root causes and quality problems which may contribute to or cause health and safety risks and incidents,
- checks to ensure that the people matrix is current,
- checks to ensure inspection and test plans are current and are all in place, and

- performance against quality performance indicators developed by the Alliance.

249. The Alliance delivers a monthly quality report to align with the Alliance reporting schedule.

S626 Audits

250. The *Client*, Alliance Manager and Others may carry out audits of the Alliance, the Partners and the Schemes. Each Partner permits access to any place where they or any Subcontractors carry out work being undertaken for the Alliance.

251. The Alliance works collaboratively to develop and implement an audit approach and audit programme which is described in the Alliance Quality Plan.

252. The audit approach and associated audit schedules and registers

- ensure that all aspects of the Alliance are audited,
- capture frequency, methods, planning and resourcing of audits, which are determined using the following sets of information
 - Scheme and programme level risk,
 - results from previous audits,
 - Scheme and Alliance level change,
 - reported non-conformity and Defects,
 - performance against quality metrics,
 - the importance of the processes concerned,
 - Scheme and Alliance level health and safety information,
 - customer complaints and customer satisfaction data,
 - outline escalation points for serious non-conformity and contractual breach,
- ensure audits are conducted in accordance with ISO 9001 (see link in Annex A) and ISO 19011 (see link in Annex A),
- provide that audit reports are delivered for each audit and is made available to the Alliance Manager, and
- state how non-conformities and observations are recorded, managed and rectified.

S630 Registers

253. The Alliance establishes and maintains an Alliance Quality Register within four weeks of the Alliance Start Date and Scheme Quality Registers to manage the records of compliance for design and construction *works*. An Alliance Quality Register is a Register that summarises all quality management activities that are planned or have taken place at the Alliance level, and a Scheme Quality Registers are Registers produced for each Scheme that summarises all quality management activities that are planned or have taken place on each Scheme.
254. The Alliance establishes and maintains an Alliance Lean Efficiency Register and Scheme Lean Efficiency Registers. An Alliance Lean Efficiency Register is a Register that records and tracks lean benefits and efficiencies at the Alliance level, and Scheme Lean Efficiency Registers are Registers produced for each Scheme that record and track lean benefits and efficiencies on each Scheme.
255. The Alliance establishes and maintains a Quality Management Points Register for recording QMPs at Alliance, Scheme and Partner level in accordance with S660 Quality Management Points. Quality Management Point Registers are Registers that record the Quality Management Points accrued and the associated Responsible Partner for each Scheme, Partner and the overall Alliance. The Alliance establishes and maintains Scheme Non-Conformity Registers, which are Registers produced for each Scheme that record and manage non-conformities on each Scheme.
256. Registers are retained as quality records and are managed in accordance with document and information management requirements.

S640 Non-conformity corrective action reports

257. The Alliance manage and record non-conformities in the relevant Scheme Non-Conformity Register and produce a corrective action report for Alliance Manager acceptance in accordance with the requirements of ISO 9001 (see link in Annex A). This includes
- taking action to control and correct non-conformity,
 - taking action to deal with the impact of non-conformity,
 - evaluating the need to eliminate the cause(s) of non-conformity to prevent recurrence,
 - noting associated risks and health and safety issues, and

- measuring, monitoring and managing the cost and closure timescales of non-conformities.

258. The Alliance notifies the Alliance Manager when non-conformities are raised, when the proposed actions have been taken and provide verification and evidence that the non-conformity has been corrected.

S645 Quality indicators

259. The Alliance support the Alliance Manager to develop a series of leading and lagging quality indicators within six months of the Alliance Start Date. Indicators include, but not be limited to, the measurement, monitoring and reporting of the following

- amount of work completed right first time/first pass yield,
- work quality ratios, including work quality identified through inspections, verification, validation and testing activity,
- non-conformity, including the associated costs of the non-conformity which comprise of the cost of the failure, the cost of appraisal, the cost of prevention and any lost opportunity cost,
- the outputs of internal audits and quality reviews,
- the quality of outputs from Subcontractors, and
- cost of quality and cost of poor quality metrics.

260. The Alliance develops leading and lagging quality indicators and supporting metrics which are compared with relevant health and safety, risk, schedule/programme management and cost management metrics to ensure the relationship between quality, time, cost, risk and safety is measured, monitored and managed.

261. Benchmarks are to be developed within one year of the Alliance Start Date and tested in within two years. Within three years of the Alliance Start Date, the Alliance presents these benchmarks to the Alliance Manager to consider their inclusion in to the Alliance performance management framework.

S650 Deliverables

262. The Alliance produce the following deliverables by the time stated in the table below and update through to Alliance Completion.

Deliverable	Within six months of Alliance Start Date	Y1	Y2	Y3	Y5	Y8
Produce Alliance Quality Plan	Y					

Reviewed and updated Alliance Quality Plan		Y				
Produce Scheme Quality Plans (per Scheme throughout the life of the contract)	Y					
Authorised persons with the necessary skills, knowledge, experience and training matrix	Y					
Inspection and Test Plans	Y					
Alliance aligned/integrated management system established				Y		
Management review	Y					
Establish monthly quality reviews and reporting	Y					
Development of quality indicators	Y					
Measuring, monitoring and analysing quality metrics and indicators		Y				
Presentation of indicators for inclusion into Alliance performance management framework				Y		
Measuring, monitoring and analysing quality indicators against benchmarks				Y		

S655 Alliance management review

263. The Alliance

- works collaboratively to develop a management review approach for the Alliance which meets the requirements of management review within ISO 9001 (see link in Annex A),
- reviews the results of internal and supply chain audits, including audits of processes, quality plans and governance controls,
- reviews the results of audits carried out by external parties including third party assessors and the *Client*,
- develops an approach to reviewing and reporting on the Alliance given its scope of work and the complexity of its activity,
- ensures the approach reviews the performance of the Alliance against set outcomes, including quality and lean efficiency targets,
- ensures the management review process is effective and engages with risk, health and safety and *Client* deliverables, and

- participates within the Alliance management review and cascade information where required.

S660 Quality Management Points

264. QMPs accrue for the failures listed on the Quality Table whether arising from identification by the Alliance, the Alliance Manager, the *Client* or a relevant accreditation or certification body.
265. QMPs are monitored, measured and managed across Partners, Schemes and the overall Alliance. QMPs are recorded on the QMP Register which is kept current at all times.
266. The Alliance Manager is responsible for maintaining and updating the QMP Register which shows when QMPs accrue and are removed. The QMP Register includes
- the Responsible Partner for action, close out and reporting of QMPs,
 - the number of QMPs in effect for each Partner,
 - the number of QMPs in effect for each Scheme, and
 - the number of QMPs in effect for the Alliance.
267. If, at any time, a Partner exceeds 25 QMPs, the Partner commences the Partner quality improvement process commences and the QMPs are escalated to Alliance level.
268. If, at any time, a Scheme exceeds 25 QMPs which are not already being addressed in a Partner quality improvement process, the Scheme commences the Scheme quality improvement process and the QMPs are escalated to Alliance level. This is detailed further in Annex H Quality improvement process.
269. If, at any time, the Alliance exceeds more than 2 x 25 QMPs, either
- Alliance,
 - Alliance and a single escalated Partner,
 - Alliance and a single escalated Scheme,
 - two escalated Partners, or
 - two escalated Schemes
- the Alliance commences the Alliance quality improvement process.

Partner quality improvement process

270. When a Partner accrues any QMPs, the Partner presents an action plan at identification of the issue to the Alliance Manager setting out how the quality issues will be resolved and the timescales of the resolution. QMPs are removed in accordance with the period of effect outlined in the Quality Table. The Alliance Manager may seek verification of closure of the issue via audit.
271. If a Partner has more than 25 points in effect at any time, the Partner and the Alliance Manager meet within one week to consider ways of addressing the quality issues identified in order to reduce the number of QMPs to below the threshold and avoid accruing further points.
272. The Partner submits a report to the Alliance Manager within one week of the meeting setting out
- the actions to address the root cause of the quality failure and timescales agreed at the meeting,
 - the methods which will be used to confirm the issues have been addressed, and
 - any other actions which the Partner subsequently proposes to take to address the issues identified.
273. If the Alliance Manager does not accept the proposals within four weeks of the meeting or the Partner does not take the actions agreed, the Alliance Manager serves a Quality Warning Notice (QWN) to the Partner. Within one week of receipt of the QWN, the Partner submits a report to the Alliance Manager setting out the actions which the Partner has taken and what further or alternative actions are proposed to address the quality issues identified, reduce the level of QMPs and avoid accruing further points.
274. Until the total number of QMPs is reduced to 25 or fewer, the Partner submits weekly updates to the Alliance Manager detailing progression against the agreed action plan, the results of those actions and the actions which are still to be taken.
275. Where audit is required to ascertain that the corrective and preventive action undertaken has been sufficient to remove the QMPs, this is undertaken by the Alliance Manager. Should the audit identify that action has not been sufficient or in accordance with the action plan agreed, the QMPs are escalated to the Alliance and the *Client* is informed.

Scheme quality improvement process

276. If a Scheme has more than 25 points in effect at any time which are not already being addressed in a Partner quality improvement process, the Responsible Partners on the Scheme and the Alliance Manager meet within one week to consider ways of addressing the quality issues identified in order to reduce the number of QMPs to below the threshold and avoid accruing further points.
277. The Responsible Partners submit a report to the Alliance Manager within one week of the meeting setting out
- the actions to address the root cause of the quality failure and timescales agreed at the meeting,
 - the methods which will be used to confirm the issues have been addressed, and
 - any other actions which the Responsible Partners subsequently propose to take to address the issues identified.
278. If the Alliance Manager does not accept the proposals within four weeks of the meeting or the Responsible Partners do not take the actions agreed, the Alliance Manager serves a Quality Warning Notice (QWN) to the Responsible Partners. Within one week of receipt of the QWN, the Responsible Partners submit a report to the Alliance Manager setting out the actions which the Responsible Partners have taken and what further or alternative actions are proposed to address the quality issues identified, reduce the level of QMPs and avoid accruing further points.
279. Until the total number of QMPs is reduced to 25 or fewer, the Responsible Partners submit weekly updates to the Alliance Manager detailing progression against the agreed action plan, the results of those actions and the actions which are still to be taken.
280. Where audit is required to ascertain that the corrective and preventive action undertaken has been sufficient to remove the QMPs, this is undertaken by the Alliance Manager. Should the audit identify that action has not been sufficient or in accordance with the action plan agreed, the QMPs are escalated to the Alliance and the *Client* is informed.

Alliance quality improvement process

281. When the Alliance accrues any QMPs, the Alliance Manager presents an action plan at identification of the issue to the *Client* setting out how the quality issues will be resolved and the timescales of the resolution. QMPs are removed in accordance with

the period of effect outlined in the Quality Table. The *Client* may seek verification of closure of the issue via audit.

282. If the Alliance has 2 x 25 points or more in effect at any time, the Alliance Manager and the *Client* meet within one week to consider ways of reducing the total to 1 x 25 points or fewer and avoiding accruing further QMPs.
283. The Alliance Manager submits a report to the *Client* within one week of the meeting setting out
- the actions to address the root cause of the quality failure and timescales agreed at the meeting,
 - the methods which will be used to confirm the issues have been addressed, and
 - any other actions which the Alliance Manager proposes to take immediately to reduce the total to 1 x 25 or fewer and to avoid accruing further QMPs.
284. If the *Client* does not accept the Alliance Manager's proposals or the Alliance Manager does not take the agreed actions, the *Client* serves a QWN to the Alliance. Within one week of receipt of the QWN, the Alliance Manager submits a report to the *Client* setting out the actions the Alliance Manager has taken, what further or alternative actions are proposed to reduce the total to 1 x 25 or fewer and how accrual of further QMPs will be avoided.
285. Until the total number of QMPs is reduced to 1 x 25 or fewer, the Alliance Manager submits weekly updates to the *Client* setting out the actions taken, the results of those actions and the actions which are still to be taken.
286. Where audit is required to ascertain that necessary corrective and preventive action has been undertaken sufficient to remove the QMPs, this audit is undertaken by the *Client*.

Quality Table

Ref	Failure	Points to be applied	Period of effect
1	Failure to have an accepted Alliance/Scheme Quality Plan in place	25	Until accepted quality plan is in place as outlined in S615 Quality planning
2	Failure to deliver against the Alliance/Scheme Quality Plan as appropriate	5 per failure	Until failure is corrected
3	Failure to have an audit programme in	15	Until accepted audit programme

	place		is in place
4	Failure to deliver against the audit programme or address actions required as a result of an audit	10 per failure	Until failure is corrected and verified by an audit
5	Failure to identify a non-conformity and raise a non-conformity report	5 per non-conformity	Six months
6	Failure to raise a corrective action report and to correct a non-conformity in the time and manner set out in the corrective action report	10 per failure	Until failure is corrected
7	Failure to have a Alliance/Scheme programme in place which meets the quality requirements	25	Until programme is in place

287. The Alliance Manager may at any time recommend

- amendments to the list of failures in the Quality Table, or
- a change the number of QMPs or the period of effect for any failure in the Quality Table.

288. The Alliance Manager proposes any change to the Quality Table to the Alliance Board for acceptance. The change takes effect from the date stated in the Alliance Manager's notification.

289. The *Client* may at any time

- amend the list of failures in the Quality Table, or
- change the number of QMP or the period of effect for any failure in the Quality Table.

290. The *Client* must notify the Alliance Manager of any change to the Quality Table. The change takes effect from the date stated in the *Client's* notification.

291. New failures will not apply retrospectively to items done or not done by the Partners prior to that date.

S665 Risk management

292. The *Client's* risk management approach recognises that effective risk management, defined as minimising threats, mitigating threats, identifying appropriate interventions and consequently maximising opportunities, is crucial to successful delivery of its objectives and of the Alliance's delivery of the *works*. As such a programme-wide risk

management framework, aligned to best practice methodologies (e.g. ISO 31000 (see link in Annex A)), has been implemented to enable effective and efficient risk management to take place within the *Client's* organisation and its Supply Chain.

293. The Alliance adhere to the *Client's* risk management approach that aims to ensure that

- risks are systematically identified, assessed, mitigated and managed in a consistent and efficient manner in the *Client's* chosen risk information systems (currently Xactium), which both the *Client* and the Alliance use,
- risks are identified at the Scheme and Alliance level, the former through Scheme Risk Registers and the latter through the Early Warning Register and the early warning process in the *conditions of contract*,
- once identified, risks are reviewed, reported on and escalated for action and/or information where necessary via defined channels in accordance with the *Client's* reporting period, and
- assurance is provided to the Alliance and other stakeholders that risks and risk exposure (including drawdown) are understood and managed.

294. Where matters are raised as early warnings affecting the Alliance and added to the Early Warning Register in accordance with the *conditions of contract*, the Alliance includes such risks in the *Client's* risk information system, adding any further requirements that such system requires. Where early warnings are removed from the Early Warning Register in accordance with the *conditions of contract*, the Alliance close out such risks in the *Client's* risk information system.

295. The Alliance complies with the *Client's* risk management requirements described above and as contained in the *conditions of contract* and documents such as the

- PCF Handbook (see link in Annex A),
- Major Projects Baseline Management Manual (see link in Annex A)
- Major Projects Risk Management Manual (see link in Annex A), and
- Xactium user guide.

S700 Tests and inspections

296. The Alliance is responsible for on-site and off-site testing in accordance with the PCF Handbook (see link in Annex A), except in circumstances where the *Client* carries out any other tests and inspections. Testing requirements prepared by the Alliance include

- on-site and off-site testing, and

- identifying where off-site testing is carried out.
297. The Alliance comply in all respects with UKAS standards, publications and guidance notes. All laboratory tests must be carried out in a laboratory accredited by UKAS or its European equivalent.
298. The Alliance produce inspection and test plans in accordance with the quality plans and the guidance in the PCF.
299. The Alliance evidence that inspection and test plans have been reviewed, approved and controlled by authorised persons with the necessary skills, knowledge, experience and training.
300. Inspection and test plans must contain as a minimum
- inspection and test activities and frequencies,
 - roles and responsibilities for activities and records,
 - measures for independent checking of safety critical activities, products and materials where required,
 - relevant procedures, checklists, instructions and competency requirements,
 - acceptance criteria,
 - inspection and test records, and
 - notifications, reviews or hold points.
301. Inspection and test plans and associated inspection, testing, verification and validation records must be made available at all times to other Partners and the *Client* for inspection.
302. Within three months of issue of Scheme Completion, the Alliance produces a report providing a summary of all testing and commissioning undertaken during construction and commissioning of the *works*. The report includes certificates of compliance and retain in accordance with S1400 Accounts and records.

S800 Management of the works

S810 Communication

303. The Alliance catalogues and indexes all documents and communications. The Alliance put into action the communications plan.
304. The Alliance uses a wide range of channels (including those owned by the *Client*) to inform customers of road closures and or lane closures to timescales as outlined in the

S240 Network occupancy, including the times and dates of the closure, unless otherwise agreed by the Alliance Manager. These include, engagement with the local community and stakeholders to provide advance notice of intended roadworks; including network reliant businesses, local authority briefings and information notices to emergency services and breakdown services. Roadside signage during planned roadworks, roadside signage to provide advance notice of intended roadworks, use of existing Highways England Variable Message Signs (HEVMS), use of strategically placed portable variable message signs and use of the journey time recognition system, publicity material at service areas, petrol filling stations, seaports and airports, publicity campaigns, press releases and dialogue with broadcast media.

305. The Alliance works collaboratively with all stakeholders to avoid closure clashes to ensure that alternative routes remain available for use by road users. Closures on routes regularly used by high impact economic customers are managed carefully to maintain delays to a minimum.
306. The Alliance engages with the local and wider community, including businesses, to listen to their views and concerns and formulate solutions on an ongoing basis as part of the traffic management approach.

Public communications

307. The Alliance discusses and seeks approval from the *Client* before any corporate communications or publicity activity is undertaken by the Alliance on behalf of the *Client*.
308. The Alliance keeps the *Client* informed of any significant community issues and any public meetings being held to discuss Major Projects issues.
309. The Alliance liaises with the *Client* before accepting any invitations to appear at public meetings or events related to work being undertaken on behalf of the *Client*.
310. Where required, the Alliance works with the *Client* to create specific communication plans. The objectives and outcomes of the plan(s) are set by the *Client*.
311. The Alliance adheres to the Writing with style: Highways England's Tone of Voice and Style Guide (see link in Annex A) and the visual branding guidelines (see link in Annex A) particularly when undertaking any public facing activities.
312. For all public facing documentation produced, the Alliance
- populates and maintains the *Client's* customer relationship management system for the Scheme, to set out and record engagement and progress with key stakeholder groups for the Scheme,

- is committed to regular and open communication with the *Client* and its internal / external stakeholders, and
 - provides the *Client* sufficient time (agreed in advance) to review and sign off before publication.
313. The Alliance promptly informs the *Client* of any communications in connection with the subject matter of this contract with
- Local or national media,
 - MPs or MEPs,
 - any public organisation, and
 - any other third party where the matters in question might reasonably be expected by the Alliance to have political significance and/or be in the public interest, or concern issues of policy.
314. The Alliance provides the Alliance Manager with copies of any such communications provided in writing immediately.
315. The Alliance arranges for signs to be erected to inform users of planned road closures and or lane closures in accordance with S240 Network occupancy, including the times and dates of the closure, unless otherwise agreed by the Alliance Manager.
316. The Alliance informs Others affected by any works.

Media Relations

317. The Alliance collectively agrees and consents to any proposals for media contact or opportunities to be discussed and approved with the *Client's* communications group prior to any action taken by the Alliance. The Alliance retains contact with the *Client's* communications group, and regional news network where instructed to do so, throughout the process.
318. Any publicity activity for the Alliance which is being carried out by the Alliance on behalf of the *Client* must make the *Client*-Alliance relationship clearly explicit.
319. The *Client* has the first option to issue press notices and generate other publicity about work on its behalf, for example offering media interviews or placing articles in the press. If a contract award is being announced or a new service launched, the Alliance do not release any information until the *Client* has made its own announcement to the media. If the *Client* does not wish to issue a press notice, it discusses with the Alliance and agrees an appropriate media handling plan with the Alliance.

320. The Alliance passes all media enquiries to the *Client's* press officers or regional news network where instructed to do so, immediately, and notify the Alliance Manager. No comments or interviews are to be given to the media without prior permission from the Alliance Manager, and the *Client's* national or regional press officer.
321. The Alliance informs the Alliance Manager and the *Client's* national press office or regional press officer as soon as possible about any possible reactive or proactive media opportunities that include, but are not limited to, sensitive issues that may attract media interest. All communication strategies and plans developed by the Alliance must be agreed in consultation with the *Client's* communications group and the Alliance Manager prior to any activities being undertaken.
322. The Alliance assists the *Client's* press officers (and where instructed the regional news network) with information to enable advance and reactive notice to be given to the media and stakeholders that specifies the impact upon the road user to benefit the *Client's* customers; this includes providing detail on programme dates, times of operation, proposed lane closures, traffic safety and management measures, and alternative routes. The Alliance takes all necessary action to ensure that drivers and other road users are aware of the roadworks or closures before commencing their journeys. The Alliance consults with the *Client's* press officers who advise on these issues. Where applicable, the Alliance must expand on the programme of activity.
323. The *Client's* national or regional press officers (or the regional news network as commissioned by them) are responsible for arranging any visits by journalists, photographers or film crews. All arrangements for all facilities, attendees and the like, are the responsibility of the Alliance.
324. For media interviews in connection with the *Client's* projects, any spokespeople for the Alliance refer to themselves as speaking on behalf of the *Client*. Use of the Alliance's spokespeople is limited to operational matters where the *Client's* staff are unavailable. The *Client's* staff conduct interviews that may involve policy issues.

Community Relations

325. The Alliance Manager, on advice from the *Client's* communications group (or where agreed the regional news network) approves the text for all newsletters, information materials and significant correspondence being issued to community groups or individuals. At the same time the Alliance Manager and the Alliance must observe any spending or operational restrictions that apply to this, and any other communications, marketing and publicity activities, in force at that time.

326. The Alliance must keep the *Client's* regional press officer (or where instructed the regional news network) and the Alliance Manager informed of any significant community issues.

327. The Alliance informs the Alliance Manager about any public meetings being held.

328. The Alliance liaises with the Alliance Manager before accepting any invitations to appear at public meetings or events.

Branding, Marketing, and Publicity

329. The Alliance complies with

- the *Client's* visual identity specifications: What you need to know'; (see link in Annex A),
- Writing with Style: Highways England's Tone of Voice and Style Guide,
- the *Client's* branding being present on all Scheme related materials, and
- regular information updates for the *Client's* websites. The Alliance does not set up independent websites or develop independent logos or branding for the *Client's* Major Projects.

330. The Alliance undertakes information and communications activity as is required, while observing any spending or operational restrictions in force at that time.

331. The Alliance develops a plan for the extent of communication and publicity and submits to the *Client* for acceptance. Alliance and Scheme communication plans make use of existing approved material, so far as is practicable.

332. Where the Alliance procures vehicles for the purpose of Providing the Works, the Alliance removes all vehicle livery relating to the *Client* and any other livery identifying the vehicle with the contract at the earliest of

- the end of the contract period,
- on termination,
- when the vehicle is sold or beyond use, or
- when the vehicle is no longer being used only for the contract.

333. Branding requirements also apply to letters, emails, personal protection equipment, PowerPoint presentations, leaflets, newsletters, statutory notices and all other materials. For a full list of where Alliance logos can and cannot be used, refer to the

Client's visual identity specifications document. The *Client's* branding must be present on all Scheme-related materials.

334. Design issues are the responsibility of the *Client's* media services team. The Alliance seeks, follows and implements this advice. The contact details for each of the *Client's* media services team can be found in the documentation setting out the *Client's* visual identity specifications.
335. The Alliance assists the Alliance Manager with regular information updates for the *Client's* website. All text must be cleared by the Alliance Manager before issue to ensure efficient co-ordination of publicity and communications efforts. All material relating to Schemes on the Alliance's, the Partners' or other external websites (i.e. non-Partners websites) must make clear the relationship of the Alliance and the Partners to Schemes and that the Alliance is working on behalf of the *Client* on the Scheme.
336. The Alliance does not set up independent websites or develop independent logos or branding for the Schemes.
337. Any requests for communications or marketing activity raised by the *Client's* area or project teams, or the Alliance Manager, are referred by the Alliance to the *Client's* regional press officer or the *Client's* communications group representative for approval in the first instance.

General

338. Media and community liaison issues is an agenda item at the *Client's* monthly review meetings. Whenever key milestones and/or proposed changes to the communications plan are to be discussed the meetings include the *Client's* communications team.
339. The Alliance includes a section on communications in its monthly report to the Alliance Manager. This includes a review of all proactive and reactive media contact (and coverage where known), any agreed publicity and advertising, and community liaison work. The Alliance is not required to purchase a media monitoring or cuttings service in order to prepare the monthly report or as part of this contract.
340. The Alliance works with the Alliance Manager with advice from the *Client's* communication team to create any communication plans. The objectives and outcomes of the plan is set by the Alliance. In drawing up the plan, the Alliance and the Alliance Manager identifies the key groups of customers and interested parties they need to communicate with. The Alliance and Alliance Manager ensure these groups have the information they need in a way, and at a time, that suits their needs using

agreed communications channels. They ensure that customers have the opportunity to have their say and feedback to them on what the Alliance is doing as a result.

341. The *Client's* communications group provide the following

- advice on media handling issues,
- response to national media enquiries,
- advice on communication plans,
- media handling for events and ministerial visits,
- media handling for negative/crisis issues,
- draft statements where required,
- “lines to take” to be updated throughout the contract period,
- contributions to customer and community communications if required, and
- advice on communications, marketing and publicity (e.g. advance notice of traffic management) compliant with any spending constraints in place at the time.

342. Guidance to follow on events, production of communications and announcements.

343. The *Client's* communications group (and regional news network where instructed) require the following

- regular liaison with the Alliance and the Alliance Manager,
- the setting up of a communications group to meet on a regular basis to discuss public relations and community liaison issues,
- a basic fact sheet and route map to be available for issue to the media as required, and
- a commitment to regular and open communication with the *Client's* website team.

Public consultation

344. The Alliance supports the *Client* through the public consultation and

- produces a document which explains the aims, deliverables, timeframes and required outcomes of any consultation activity in conjunction with the PCF,
- adopts and commits to the guidance and best practice principles outlined below when producing consultation documentation or delivering consultation activities,

- UK Government (Cabinet Office) – Consultation Principles (2016) (see link in Annex A),
- the Consultation Institute – The Consultation Charter (2017) (see link in Annex A), and
- Royal Town Planning Institute – Guidelines on Effective Community Involvement and Consultation (see link in Annex A),
- obtains the appropriate *Client's* communications strategy and plan in relation to the Scheme and ensures that any consultation activity is delivered in accordance with it,
- contributes to stakeholder identification, mapping and communications planning activities in order to target and communicate with stakeholders to ensure that all those who wish to have their say on a consultation are enabled to do so and are aware of the ways they can respond,
- completes regular reviews during a period of consultation, to enable alterations to be made to any part of consultation activity, with the agreement of the Alliance Manager,
- advises the Alliance Manager on the best forms of engagement to use, in particular, recognised methods such as questionnaires, focus groups and information events, in order to increase the number of consultation responses received from a wide and representative sample of identified target stakeholders as part of consultation,
- ensures that any statutory consultation and stakeholder engagement processes are followed in accordance with the Highways Act 1980 and Planning Act 2008 (see link in Annex A),
- ensures that any questionnaire produced as part of consultation contains easy to understand questions that, when completed, provide data that is beneficial to informing decisions made on a Scheme,
- understands, or has access to expertise to provide guidance on, the legal issues surrounding public consultation and the process of judicial review,
- completes a full evaluation of consultation delivery to contribute to *Client* lessons learnt processes and the development of best practice standards,

- when planning a strategy to engage with diverse or ‘seldom heard’ (often referred to as hard to reach) groups, to enable proactive and positive engagement and promotion of consultation activity the Alliance
 - produces engagement method recommendations for the Alliance Manager, identifying and leveraging any existing relationships with key stakeholders such as local authorities, public agencies and local strategic partnerships,
 - considers the changing socio-demographics of communities impacted by a Scheme, e.g. emerging communities, and accesses up to date data, drawn from a range of internal and external sources, and
 - allows for reasonable adjustments to be made, including the provision of information in alternative formats e.g. larger print, easy read or the provision of language interpretation where required,
- keeps accurate records of all interactions with stakeholders using the *Client’s* customer relationship management system and notify the Alliance Manager, requesting further advice and guidance, of any interaction with a stakeholder that carries the potential of reputational risk to the *Client*,
- ensures that all documents follow *Client* templates and guidance, where available, and adhere to the Writing with Style: Highways England’s Tone of Voice and Style Guide,
- provides a variety of consultation feedback mechanisms to allow consultees to respond to consultations e.g. postal, online and e-mail response channels and provides a reasonable amount of time for people to respond to the consultation using these channels,
- ensures that all consultation responses are used to inform decisions made by the Alliance or *Client* or on a Scheme,
- provides feedback, including *Client* feedback, to those that have been consulted during/responded to consultation outlining how their responses have been used to influence final Scheme proposals within 12 weeks of the closing date or a consultation or explain why this has not been possible,
- produces a post-consultation report that is, comprehensive, accurate, free from bias and based on fair interpretation of consultation responses and is made available to the Alliance Manager for consideration so that decision makers can consider it thoroughly as part of Scheme milestones,

- ensures that all local communities affected by a Scheme proposal have access to an event within their locality, and that specialist engagement staff are made available to discuss the proposal with the general public,
- ensures that all staff attending a consultation event are provided with appropriate training and support to provide staff with knowledge on Scheme, event management and communication skills,
- completes appropriate risk assessments, working with *Client* health and safety representatives, to ensure sufficient levels of security, welfare and wellbeing for all staff attending a consultation event,
- takes account of best practice for the provision of special facilities required by disabled and other disadvantaged groups at consultation events and when producing consultation materials,
- works with key stakeholders including, the *Client's* public consultation, communications and public affairs teams as well as local authorities, public agencies and local strategic partnerships to exchange information about planned consultations,
- implements processes to ensure that any activity in relation to public consultation adheres to The Equality Act (2010) (see link in Annex A), The Data Protection Act (see link in Annex A), Environmental Information Regulations (see link in Annex A) and Highways England Public Sector Equality Objectives (2016-2020) (see link in Annex A), and
- exploits new technology and encourages innovation when delivering consultation activity.

S820 Disclosure requests

345. A disclosure request is a request for information relating to this contract received by the *Client* pursuant to the Freedom of Information Act 2000 (see link in Annex A), the Environmental Information Regulations 2004 (see link in Annex A) or otherwise.
346. The Alliance acknowledges that the *Client* may receive disclosure requests and that the *Client* may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a disclosure request. Where practicable, the *Client* consults with the relevant Partner(s) before doing so in accordance with the relevant Code of Practice.

347. The Alliance uses best endeavours to respond to any such consultation promptly and within any deadline set by the *Client* and acknowledge that it is for the *Client* to determine whether or not such information should be disclosed.
348. When requested to do so by the *Client*, the Alliance promptly provides information in its possession relating to the contract and assists and cooperates with the *Client* to enable the *Client* to respond to a disclosure request within the time limit set out in the relevant legislation.
349. The Alliance promptly passes any disclosure request which it receives to the *Client*. The Alliance do not respond directly to a disclosure request unless instructed to do so by the *Client*.
350. The Alliance acknowledges that the *Client* is obliged to publish information relating to the contract acts in accordance with Procurement Policy Note 01/17 entitled “The Transparency of Suppliers and Government to the Public” (PPN 01/17) (see link in Annex A), except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The *Client* consults with the Partner before deciding whether any other information is exempt, but the Alliance acknowledges that the *Client* has the final decision.
351. The Alliance
- cooperates with and assists the *Client* to comply with its obligation to publish information in accordance with PPN 01/17 or any later revision,
 - agrees with the *Client* a schedule for the release to the public of information relating to the contract in accordance with the terms of the PPN 01/17,
 - provides information to assist the *Client* in responding to queries from the public as required by the PPN 01/17, and
 - supplies the *Client* with financial data relating to the contract in the form and at the times specified in the PPN 01/17.

S825 Information security

352. When processing *Client* information on behalf of the *Client*, the Alliance
- undertakes information risk assessment in accordance with the *Client*’s guidance and set out any constraints on how the Alliance handle *Client* information,
 - complies with the *Client*’s security policy and procedures, set out in the *Client*’s Statement of Highways England IT Security Policy (see link in Annex A), Chief

Information Officer Memos 01/09, 04/08 (see link in Annex A) and GDPR Supplier Letter (see link in Annex A), and

- complies the *Client's* data handling policy when working on the *Client's* systems or handling the *Client's* data (see link in Annex A).

353. The Alliance holds any *Client* data, including back-up data, on a secure system that complies with the security policy.

354. Within three months of the Alliance Start Date, the Alliance prepares an information security plan which outlines how the Alliance complies with the *Client's* security policy and submits it to the Alliance Manager for acceptance (the "Information Security Plan"). The Alliance include the Information Security Plan in their aligned/integrated management system. The Information Security Plan complies with the requirements of ISO/IEC 27001 (see link in Annex A) and ISO/IEC 27002 (see link in Annex A) and includes procedures which

- ensure compliance with the Data Protection Legislation (see link in Annex A),
- protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
- ensure that unauthorised persons do not have access to Personal Data or to any Equipment used to process Personal Data,
- protect information systems from viruses and similar threats,
- provide for disaster recovery and ensure that the Personal Data is safely backed-up, and
- provide for the vetting of its employees and Subcontractors' staff in accordance with the *Client's* personnel security procedures (see link in Annex A).

355. Each Partner provides training for its employees and Subcontractors in accordance with the Information Security Plan.

356. On Alliance Completion, or earlier termination, each Partner (or any Subcontractor (at any stage of remoteness from the *Client*) and Sub-processor) gives to the *Client* all Personal Data held by them in a format specified by the *Client* and destroys any electronic and paper copies of such data in a secure manner.

S835 Business continuity

357. The Alliance prepares a business continuity plan which complies with ISO 22301 (see link in Annex A) and industry practice (the "Business Continuity Plan"). The Alliance

submits the Business Continuity Plan to the Alliance Manager for acceptance within six months of the Alliance Start Date.

358. The Alliance tests the Business Continuity Plan every year. The Alliance agrees with the Alliance Manager the test scenario prior to the Business Continuity Plan test. Following the Business Continuity Plan test, the Alliance prepares a feedback report with any proposed amendments to the Business Continuity Plan and submits the report to the Alliance Manager within 10 working days.
359. The Alliance completes the *Client's* Business Continuity Self-assessment assurance document and provides supporting evidence as to the business continuity processes/procedures in place based on the self-assessment.

S900 Working with Others

S905 Requirement of Others

360. The Alliance coordinate with Others including local highways authorities to ensure roadwork clashes are prevented.
361. The Alliance does not enter into commitments when dealing with Others that might impose any obligations on the *Client*, except with the acceptance of the *Client*.

S920 Utilities providers

362. The Alliance validates that all Statutory Undertakers Equipment impacted by the *works* is identified, and that any other services which are impacted by the *works* are similarly identified. The Alliance confirms the location and extent of existing Equipment directly with the relevant Statutory Undertaker or owner, and obtains all further special requirements.
363. The Alliance obtains estimates for diversion works necessary for the construction of the *works* in accordance with the *Client's* Advice Manual for the New Roads and Streets Works Act – Diversionary Works (see link in Annex A) or its successor.
364. The Alliance takes account of all potential environmental and archaeological impacts, landscape planting and other mitigation measures in the development of proposals for diversion works.
365. The Alliance coordinates and programmes diversionary works in consultation with the *Client's* Statutory Undertakers team and the Statutory Undertakers. The Alliance is responsible for determining the levels required for the diversion, Site clearance, setting out and access arrangements.

366. The Alliance provides services and supplies for the Scheme where the services and supplies are not part of any diversion works and where they do not fall within the remit of the New Road and Street Works Act 1991 (see link in Annex A) or its successor.

S1000 Services and other things to be provided

S1010 Services and other things to be provided by the *Client* as a member of the Alliance

367. The *Client* provides the Alliance with access to the information technology systems agreed within six months of the Alliance Start Date.

368. Within six months of the Alliance Start Date, the Alliance submits a co-location plan to the *Client* for acceptance. The *Client* may, on accepting the plan elect to provide office accommodation. Such office accommodation is provided in accordance with the co-location plan to the extent possible and aligned with the guidelines set out in the *Client's* SMP Design Guide (see link in Annex A).

369. For Schemes, where available and applicable, the *Client* may provide

- asset data relating to Schemes,
- geographic information,
- design information delivered by the Collaborative Delivery Framework (CDF) incumbent where applicable, and
- PCF products delivered by the CDF incumbent where applicable,
- the information identified in the Quotation Information in relation to the Scheme costs and the Budget,
- the numbers and equivalent rates for *Client* staff deployed to the design and construction functions in relation to an Order,
- the numbers and equivalent rates for *Client* staff deployed to the Production Hub in relation to a Periodic Instruction,
- the *Client's* annual priorities for the Scheme and its role in the *Client's* wider business plan,
- the *Client's* learning and development plan for its staff deployed on the Scheme including identification of the any specific requirements of the Alliance,
- the *Client's* transformation planning for the SMP,
- details of the how the Scheme interacts with the SRN operational priorities,

- details of interfaces with Others,
- *Client* corporate knowledge of stakeholders, special conditions or unique requirements in relation to Scheme delivery, if any, and
- *Client* historical data in relation to the Scheme, if any.

S1100 Health and safety

S1105 Supply Chain Health and Safety Maturity Matrix

370. Each Partner prepares a Health and Safety Supply Chain Maturity Matrix (SCMM) Action Plan and submits it to the *Client* within three months of the Alliance Start Date in accordance with the guidance in the *Client's* Health and Safety Five Year Plan (see link in Annex A).
371. The SCMM Action Plan is based on the SCMM and details the specific actions to be taken under the contract and any Order by a Partner and its Subcontractors (at any stage of remoteness from the *Client*) in order to support delivery of the improvements identified in the Action Plan.
372. A Partner updates the SCMM Action Plan
- a. when it receives an Order,
 - b. as needed to support delivery of the improvements identified in the Action Plans,
 - c. after any significant change in Scheme contract or major incident and, in any case, and
 - d. on each anniversary of the Alliance Start Date.
373. The annual updates are based on the updated SCMM and SCMM Action Plans produced by the Alliance.
374. The Alliance Manager keeps controlled copies of each SCMM Action Plan available for inspection by the *Client* and its representatives at all times.
375. The *Client* notifies a Partner if it considers that the SCMM Action Plan
- a. does not comply with the requirements of the contract, or
 - b. is not capable of delivering the improvements identified.
376. Following such notification, the Partner reviews the SCMM Action Plan and reports to the *Client* setting out its proposed changes. If the *Client* accepts the proposals, the SCMM Action Plan is changed.

The *Client* may carry out audits to verify that a Partner is taking the actions detailed in the SCMM Action Plan. The Partner allows access at any time within working hours to any place where it or any Subcontractor carries out any work under the contract or any work order for the *Client* to carry out such audits. The Partner provides all facilities and assistance necessary to allow such audits to be carried out. The *Client* may require the Alliance Manager to produce an action plan following any audit.

S1107 Alliance's health and safety management system

377. The Alliance

- operates a formal health and safety management system which satisfies the requirements of ISO 45001 (see link in Annex A). This includes the operation of health and safety management systems, health surveillance and the development of a safety profiling system capable of being easily monitored,
- documents the systems and fully and effectively implements the systems within six months of the Alliance Start Date,
- develops health and safety systems to provide consistency of approach induction is consistent allowing seamless movement of workers between different sites, and
- interfaces and aligns with the *Client's* health and safety systems, policies, procedures and requirements.

378. The health and safety management system forms part of the Alliance aligned/integrated management system.

S1108 Subcontractor's health and safety management system

379. Each Partner ensures that any Subcontractors (at any stage of remoteness from the *Client*) have formal health and safety systems which satisfy the requirements set out in S1107 Alliance's health and safety management system.

380. The Partner submits a copy of the Subcontractor's management plan to the *Client* for acceptance prior to commencement of the relevant *works* or subsequent appointment of the Subcontractor. A reason for not accepting the plan is that it does not fulfil the requirements of the Scope.

S1111 Action to rectify breaches

381. The Alliance Manager is notified by the Alliance if or when they breach and statutory legislation or requirements or fail to comply with

- the Alliance aligned/integrated management system,

- the Subcontractor's management system, or
- the *Client's* requirements as set out in IAN128/15/C (see link in Annex A) or other instructions.

382. Where the Alliance Manager has been advised of a breach, the Alliance correct the situation by the date specified by the Alliance Manager.

383. The notification includes the breach or breaches identified by the *Client* and outlines the minimum necessary steps required of the Alliance to rectify the breach or failure to Provide the Works in a satisfactory manner.

S1112 Health and safety culture

384. The Alliance

- operates behavioural safety improvement schemes,
- participates in the European Week of Safety and Health initiatives, and
- attends the *Client's* health and safety forum every two months.

S1113 Health and safety exchange of information

385. The *Client* provides

- information (e.g. presence of asbestos) to the Alliance to enable the *works* to be performed in a safe manner,
- a copy of the *Client's* health and safety policies, procedures, and guidance notes.

The Alliance provides information in a manner and form specified by the *Client*.

S1114 Asbestos

386. Where the *Client* knows asbestos to be present, the *Client* supplies information to the Alliance to enable work to take place safely in accordance with the Control of Asbestos at Work Regulations (see link in Annex A) and the *Client's* relevant standards and guidance documents.

387. The Alliance carries out asbestos surveys and the removal of asbestos where required.

S1115 Health and safety advice

388. The Alliance obtains health and safety advice in accordance with the Management of Health and Safety at Work Regulations 1999 (see link in Annex A).

S1116 Health and safety inspections

389. Any person may challenge any activity undertaken in Providing the Works where they consider there is a hazard to the safety of any person. Where challenged, the Alliance suspends the activity immediately and follows the processes set out in the Scheme Quality Plan to demonstrate the activity is safe before recommencing.
390. The *Client* assesses and assures competency of the Alliance via monthly health and safety inspections and ah-hoc audits when performance issues are identified.

S1117 Health and safety in construction

391. The Alliance complies with relevant *Client* standards and legislation in Providing the Works.

S1118 Incident investigation, reporting and follow up

392. The Alliance complies with the *Client's* Chief Highway Engineer's (CHE) Memorandum 415/18-Incident Reporting Standard (see link in Annex A), CHE Memorandum 373/16-Highways England Supply Chain Health and Safety Incident Reporting (Clarification) (see link in Annex A) and the IAN 128/15C-Highways England Supply Chain Health and Safety Incident Reporting (see link in Annex A) or their later update or replacement and the reporting periods detailed therein. If no time period is specified, the *period for reply* applies.
393. The Alliance informs the Alliance Manager of any incident not within the remit of the above documents and reports the incident as if the incident was in the defined reportable remit. Beyond the requirements of IAN128/15C, the Alliance collates, shares and manages all safety incidents that occur and are identified throughout the duration of the Alliance.
394. The Alliance
- records incidents through the *Client's* Accident and Incident Reporting System (AIRSweb),
 - participates in working groups with the aim of improving health and safety management performance in relation to the following topics
 - designing for health and safety in buildability and operability and maintenance, and
 - construction health and safety improvement.
395. The *Client* has the right to review any incidents wherever they may occur.

396. The *Client* has unrestricted access at all reasonable times to the facilities, Equipment, Plant and Materials, employees and records of the Partners and the Subcontractors for this purpose (subject to any statutory or contractual obligation prohibiting this access).
397. Each Partner retains a copy all documents related to an incident. Any document that otherwise falls to be disclosed by a Partner may be withheld provided the Partner's legal advisor confirms that the document is
- a confidential communication between the Partner and its legal advisor for the purposes of seeking or giving legal advice that the legal advisors normally expect to be given legal privilege in the normal course of its business with the Partner, or
 - a confidential communication between the Partner or its legal advisors and third party where the communication came into existence with the dominant purpose of being used in connection with contemplated, pending or actual litigation in adversarial proceedings (as opposed to investigations or fact-finding inquiries).
398. On receipt of a notification of an incident the Alliance Manager, in accordance with the *Client's* standards, determines if a formal investigation is required, and if required follows the notification, investigation and reporting procedures in accordance with IAN128/15C.
399. The Alliance may carry out their own investigation of an incident, and in such cases, the Alliance provides a copy of its completed incident report to the *Client*.
400. Where investigations by the Alliance are undertaken, they are by an authorised person with the necessary skills, knowledge, experience and training who has been trained in effective accident/incident investigation. The investigation report provides information on the circumstances surrounding the accident/incident and any remedial measures to be taken in order to prevent a recurrence. Relevant photographs and statements are provided as an integral part of the investigation report.
401. The Alliance implements applicable recommendations arising from incident investigations.

S1119 Incident statistics

402. Each Partner maintains detailed reports of accident and incident statistics as detailed in IAN128/15/C (see link in Annex A). These reports are retained by the Partner for 40 years from the date of occurrence.

S1121 Health and safety management audit

403. The Alliance implements all recommendations from such health and safety management audits within a timescale agreed with the *Client*. Each Partner includes in all subcontracts rights of access for the *Client* as described herein.

S1122 CDM compliance

404. For each Scheme, a Digitally Enabled Design Partner

- acts as principal designer in respect of the Scheme to which the CDM Regulations (see link in Annex A) apply, and performs all the duties required of a principal designer by the CDM Regulations, and
- discharges their obligations under the CDM Regulations.

405. For each Scheme, an On-site Assembly Partner

- acts as principal contractor in respect of the Scheme to which the CDM Regulations apply, and performs all the duties required of a principal contractor by the CDM Regulations, and
- discharges their obligations under the CDM Regulations.

S1123 Health and safety charity-based incentive schemes

406. The Alliance supports and promotes the use of charity-based incentive schemes as an aid to improving health and safety. The Alliance adopts such schemes and includes a combination of local and national charities.

S1125 Management of road risk

407. The Alliance supports and promotes the use of systems and procedures for the effective management of occupational road safety. The Alliance has similar systems in place in accordance with legal requirement and industry best practice. This includes systems for assessing traffic management, driver competency, provision of training, vehicle maintenance, fatigue management, accident investigation and driver safety.

S1127 Substance abuse

408. Each Partner ensure that employees, whilst engaged in Providing the Works, are not at any time in possession of, do not take, have not taken, and/or are not under the influence of any intoxicating substance, or alcohol, or drug, hereinafter referred to as a "prohibited substance". An 80 milligram of alcohol per 100ml of blood, as prescribed in the current Road Traffic Act (see link in Annex A), is the cut-off level for alcohol in blood.

409. These requirements do not apply where necessary in the case of a Partner's employees possessing a prohibited substance for bona fide medical reasons, for which the Partner has obtained the prior written approval of the *Client* for such an employee to be engaged in the performance of the *works*. A Partner notifies the *Client* of any employees who are undergoing a voluntary detoxification/rehabilitation programme whereupon the *Client* has the right to prevent such employees from Providing the Works,
410. Where a Partner's employees may be in contravention of any of these requirements, the Partner must perform the following
- breath testing by breathalyser and/or urine testing by urinalysis as appropriate of such employees, and/or
 - a search of personal possessions and/or immediate work area of such employees for evidence of a prohibited substance or items associated therewith.
411. A Partner does not subsequently employ those personnel who, whilst undergoing a pre-employment medical examination, are found to have taken any prohibited substance.
412. In the event that a Partner's employees refuse to undertake either the foregoing medical tests and/or search of person or possessions or are tested positive or are found in possession of any prohibited substance or items associated therewith, the Partner immediately removes such a person or persons from the Site.
413. Unless otherwise agreed to in advance in writing between the Parties, such employees are thereafter not to be employed to carry out any *works* under the contract in any location whatsoever.
414. Each Partner ensures that all employees are made aware of and comply with these requirements.

S1128 Security

415. Each Partner and its employees consent to the searching at any time by an authorised representative of the *Client* any article including, without limitation, any container, package, box, holdall, suitcase or vehicle in the possession or use of Partners' employees on the Site.
416. Any person not complying or unwilling to comply with the requirements above is not be permitted access to the Site or is removed from the Site.

S1129 Employee safety

417. The Alliance establishes and operates safety consultation arrangements in accordance with all applicable law.

S1130 Fleet Operator Recognition Scheme (FORS) Accreditation

418. The Alliance

- a. registers for FORS or a scheme considered by the *Client* to be an acceptable substitute to FORS (the 'Alternative Scheme'), unless already registered,
- b. within 180 days of the Alliance Start Date
 - (unless already accredited) attains the standard of Bronze accreditation (or higher) or the equivalent within the Alternative Scheme and maintains the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard (see link in Annex A) or takes the steps that are required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Alliance has attained Silver or Gold Accreditation, the maintenance requirements are undertaken in accordance with the periods set out in the FORS standard,
- c. within 18 months of the Alliance Start Date
 - (unless already accredited) attains the standard of Silver Accreditation (or higher) or the equivalent within the Alternative Scheme and maintains the standard of Silver Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or takes the steps that are required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Alliance has attained a Gold Accreditation, the maintenance requirements are undertaken in accordance with the periods set out in the FORS, and
 - where a private self-escort is allowed for an abnormal indivisible load by the relevant police forces, ensures that the escort has attained the City & Guilds level 2 or 3 Certificate of Competence in Abnormal Loads or equivalent standard, and adheres to the *Client's* code of practice documents for abnormal loads (Code of Practice: Lighting and marking for Special Order, VR1, STGO and C&U loads (see link in Annex A) and Code of Practice: Lighting and marking for abnormal load self-escorting vehicles

incorporating operating guidance (see link in Annex A) and all subsequent versions and *Client* codes, and

- d. includes these requirements in all Subcontracts and supply agreements.

S1131 Driving for better business (DfBB)

419. The Alliance manages work-related road safety (WRRS) to an appropriate standard as part of their organisation's health and safety at work programme.

420. Within six months of the Alliance Start Date, the Alliance

- a. undertakes a risk assessment of their 'driving at work' activities which covers all drivers and vehicles that may be used on business,
- b. develops and implements a 'driving for work' policy, or suite of policies, that complies with Health and Safety Executive (HSE) guidance (see link in Annex A) and applies to all areas of the business, all types of driving undertaken, and is communicated effectively to all employees who may drive on business,
- c. prepares a statement from the CEO or board director responsible for WRRS that speaks to the importance attached to work-related road safety by the business and its senior management,
- d. implements an effective system for measuring and monitoring fleet activity including the frequency and severity of any collisions, together with driver and vehicle compliance. This includes as a minimum
 - records of crashes and investigation results,
 - driver training or education supplied,
 - policy acceptance,
 - driver licence checking, and
 - vehicle checks and defect reporting,
- e. implements an effective system for promoting the same level of awareness regarding WRRS, and compliance with HSE guidance with Subcontractors. Subcontractors are required to complete 'the Driving for Better Business Commitment' (see link in Annex A) a self-declaration that they manage WRRS to minimum acceptable level. The Alliance takes any measures necessary to ensure they are satisfied this declaration is correct,

- f. demonstrates to the *Client* the reduction of collisions, incidents or instances of non-compliance year on year, or provides a reasonable explanation if this is not the case,
 - g. includes these requirements in all Subcontracts and supply agreements.
421. The Alliance works towards becoming a business champion in the *Client's* DfBB campaign. The Alliance is required to become a DfBB business champion within 18 months of the Alliance Start Date, unless the Alliance has another contract with the *Client* requiring them to become a DfBB business champion on a sooner date.

S1200 Subcontracting

422. The Alliance follows the Supply Chain principles within the Implementation Plan to develop an Alliance Supply Chain Strategy in accordance with the principles outlined in the Implementation Plan. The Alliance Supply Chain Strategy ensures the Supply Chain is engaged and managed consistently by the Alliance and that full value and capability of the Supply Chain focusses on delivering the SMP.
423. The Alliance embeds throughout the Supply Chain an understanding of the *Client* imperatives, values, culture, strategy and objectives. The Alliance includes this during on-boarding and induction, performance reviews, site meetings and through delivery of learning and development opportunities including *Client* e-learning.

Small-Medium Enterprises (SMEs)

424. The *Client* is committed to removing barriers to SME participation in its contracts including Subcontracting opportunities. The Alliance provides assurance that it has considered how SMEs play a part in the Alliance Supply Chain Strategy and details the measures put in place to encourage and enable their participation. Each Partner complies with the following requirements and
- advertises, on the UK government contracts finder portal, all new Subcontract opportunities arising from the contract, above a minimum threshold of £25,000 for Suppliers and £10,000 for Central Contracting Authorities in accordance with Procurement Policy Note 01/18 entitled "Supply Chain Visibility" (PPN 01/18) (see link in Annex A),
 - provides the name of the SME,
 - provides the class of SME (medium, small or micro),
 - provides the value of the contract undertaken by the SME,

- pays the SME via the PBA and in accordance with the *Client's* Fair Payment Charter (see link in Annex A),
- reports the monthly amounts paid to the SME in the quarter, and
- reports the aggregated value paid to the SME.

425. Each Partner acknowledges that the *Client* may

- publish the information supplied under the section, along with the Partner's name and the name of the contract, and
- pass the information supplied under this section to any government department who may then publish it along with the names of the SMEs, the Partner's name and the name of the contract.

426. Within one year, and annually thereafter, the Alliance participate and support in the delivery of a 'Meet the Contractor' event, to open up Supply Chain opportunities to local suppliers including SMEs and Voluntary, Communal and Social Enterprise (VCSE) organisations.

427. The Alliance is to achieve (or exceed) the government target of 33% for each SMEs by 2022 (see link in Annex A) employed on the contract. Please refer to the PBA Tracker (see link in Annex A) for guidance on how to report/record the data to support the achievement of this target.

S1205 Restrictions or requirements for subcontracting

428. Where no existing contract is in place, each Partner obtains a minimum of three competitive quotations for the appointment of any Subcontractor or Supplier for works/services with a value in excess of £10,000.

429. Each Partner includes in the conditions of contract for each Subcontract

- an obligation on the Subcontractor to work with the Alliance to assist the Alliance to achieve the Alliance Objectives for the contract,
- an obligation on the Subcontractor to keep detailed cost records in the same format, containing the same details and for the same period as the Alliance is required to keep, and to make the records available to the Alliance and the Alliance Manager on request,
- a term requiring (at the *Client's* option) the assignment or novation of the Subcontract to the *Client* or to a Partner who has become the Responsible Partner for the Scheme or Schemes upon which the Subcontractor is appointed

following the termination of the relevant Partner's obligation to participate in Providing the Works,

- a term requiring the relevant Partner to pay the Subcontractor within a specified period (not exceeding 19 days after the due date in the contract) for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in the contract,
- a term requiring the Subcontractor to include in each sub-subcontract the same requirement, except that the period for payment is to be not greater than 23 days after the due date in the contract,
- a provision requiring each further stage subcontract to contain provisions to the same effect as these requirements, with the intention that all Sub-subcontractors (at any stage of remoteness from the *Client*) are to be paid within 30 days after the date on which payment becomes due under the contract, and
- a provision requiring the Subcontractor to assess the amount due to a Sub-subcontractor without taking into account the amount paid by the relevant Partner.

430. The Partner notifies the Alliance Manager of non-compliance with the timescales for payment within 5 working days.

431. Each Partner includes a provision in all Subcontracts stating that it does not deduct retention from any amount due to the Subcontractor.

Structural Steelwork

432. All structural steelwork including the fabrication and erection of new steelwork and the dismantling, modification, fabrication, refurbishment and re-erection of existing steelwork for bridgeworks, footbridges, sign gantries and other similar structures is to be undertaken by a steelwork contractor listed in the "Bridgeworks Scheme of the Register of Qualified Steelwork Contractors" for the type and value of the work to be undertaken, or equivalent. This requirement may also be satisfied, if necessary, by registration and audit under an approved equivalent registration scheme from another member state of the European Union provided that the Scheme ensures corresponding levels of safety, suitability and fitness for purpose.

433. Enquiries about the Register of Qualified Steelwork Contractors should be made to

The Register of Qualified Steelwork Contractors
4 Whitehall Court
London

SW1A 2ES

S1210 Acceptance procedures

Structural Steelwork

434. “Relevant Subcontract” is a subcontract for the supply (whether or not including fabrication, delivery or installation) of any significant steel materials, steel related products or steel related elements (excluding Equipment and fixings) that are

- used to Provide the Works, or
- incorporated or left in the *works*

which a Partner has not already awarded before the Contract Date.

435. Relevant Subcontractor is a Subcontractor appointed under a Relevant Subcontract.

436. A Partner advertises any Relevant Subcontract in accordance with Procurement Policy Note 11/16 “Procuring Steel in Major Projects – Revised Guidance” (PPN 11/16) (see link in Annex A) unless the *Client* agrees that to do so is disproportionate to the nature and value of the Relevant Subcontract.

437. Before advertising any proposed Relevant Subcontract, a Partner submits to the Alliance Manager for acceptance

- the proposed Relevant Subcontract in full, and
- a report demonstrating how the proposed Relevant Subcontract meets all the obligations and requirements for a Relevant Subcontract under the contract.

438. A reason for the Alliance Manager not accepting the proposed Relevant Subcontract is that it does not meet the obligations and requirements of the contract.

439. Prior to appointment, a Partner submits to the Alliance Manager for acceptance the name of the proposed Relevant Subcontractor and a report demonstrating

- how the proposed appointment complies with the contract,
- how the proposed Relevant Subcontractor demonstrates and meets the assessment criteria, and
- how the assessment methodology and scoring methodology have been complied with.

440. Reasons for the Alliance Manager not accepting the proposed appointment of a Relevant Subcontractor include that

- the tender assessment does not comply with the accepted assessment methodology or scoring methodology,
- the tender assessment does not demonstrate how the Relevant Subcontractor meets the assessment criteria,
- the Relevant Subcontractor's appointment does not allow the Alliance to Provide the Works, or
- the Relevant Subcontractor's appointment does not comply with the contract.

441. A Partner awards any Relevant Subcontract on the basis of the most economically advantageous tender (as defined in the Public Contracts Regulations 2015 (see link in Annex A)) following a fair, transparent and competitive process proportionate to the nature and value of the Relevant Subcontract. A Partner conducts the financial assessment of any Relevant Subcontract tenders on a whole life cost basis.

442. In procuring all Relevant Subcontracts, a Partner takes into account

- compliance by the Relevant Subcontractor with
 - health and safety legislation and the protection of any staff involved in any production or manufacturing process of any steel material or steel product,
 - welfare legislation, and
 - employment legislation,
- the carbon footprint of any steel materials or steel products used in or to Provide the Works so as to minimize any carbon emissions,
- the social integration of disadvantaged workers or members of vulnerable groups among the staff performing the contract and used to Provide the Works, such as the long-term unemployed (defined as people who have been unemployed for 12 months or more),
- the Relevant Subcontractor's commitment to provide training in the skills needed
 - to perform any Relevant Subcontract, or
 - to Provide the Works, such as the hiring of apprentices,
- the whole life cost and cost-effectiveness of any steel materials or steel products used in or to Provide the Works, including the cost (measured over the life-cycle of the material or product in question) of:
 - transport or transportation,

- insurance,
- assembly and disposal, and
- use including
 - the cost of energy and other resources,
 - maintenance costs, and
 - costs associated with environmental impacts, including the cost of any emissions in its production or manufacture.

443. A Partner submits the proposed assessment criteria, assessment methodology and scoring methodology for any proposed Relevant Subcontract to the Alliance Manager for acceptance before advertising any proposed Relevant Subcontract. Reasons for the Alliance Manager not accepting the submission are that the proposed assessment criteria, assessment methodology or scoring methodology

- are not transparent (as defined in the Public Contracts Regulations 2015),
- does not allow equal treatment of all tenderers (as defined in the Public Contracts Regulations 2015)
- does not reflect CCS publication “Steel procurement in major projects – Guidance on the application of social issues” (see link in Annex A) or any later revision, or
- does not comply with the contract.

S1300 Title

S1305 Marking

444. To prepare Equipment, Plant and Materials which are outside the Working Areas for marking, the Alliance

- marks the Equipment, Plant and Materials in the location they are stored so as to show that their destination is the Working Areas and that they are the property of the *Client*, and
- provides the *Client* with
 - evidence that the title to the Equipment, Plant and Materials has passed to the *Client*, and

- a schedule identifying the location they are stored until they are brought to the Working Areas and giving the value of each item of the Equipment, Plant and Materials stored.

S1400 Accounts and records

445. For the purpose of this section, records include inventories.
446. Each Partner creates, maintains and provides (and ensure that any Subcontractors create, maintain and provide) such records that are necessary to Provide the Works.
447. Each Partner and Subcontractor create and maintain any appropriate records in accordance with the guidance in the PCF Handbook (see link in Annex A) which defines the record type and the frequency at which or the circumstances under which the Partner updates and amends the relevant records.
448. Each Partner ensures that records are created and maintained in an acceptable format such as
- scanned electronic image (Acrobat .pdf),
 - editable electronic document (Microsoft Word),
 - editable electronic spreadsheet (Microsoft Excel),
 - electronic editable vectorised drawing format (.dwg AutoCAD format or equivalent),
 - graphic electronic image in compressed (.jpg) format, or
 - other formats compatible with the *Client's* information systems, reference documents or guidance manuals as agreed with the Alliance Manager.
449. Each Partner may from time to time agree with the *Client* alternative acceptable formats in which the Partner maintains records, taking into account advances and other developments in information systems. The Partner implements any changes as agreed with the *Client*.

S1415 Form of documents to be retained

450. Documents are to be retained in electronic format that allows continued access by the *Client*. Paper original records must be scanned to one of the electronic formats listed in paragraph 448

S1420 Records and audit access

451. Each Partner permits the *Client*, the Comptroller and Auditor General to examine documents held or controlled by the Partner or any Subcontractor. The Partner provides such oral or written explanations as the *Client* considers necessary.
452. This does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 (see link in Annex A) for the examination, certification or inspection of the accounts of the Partner.

S1425 Retention of records

453. Each Partner retains all electronic and other records in good order in such form in accordance with the *Client's* latest retention policy (see link in Annex A) in such form as to be capable of inspection (including electronic means) by the *Client*. Each Partner makes the records available for inspection by the *Client* at all reasonable times and provides copies of these records at regular intervals as agreed with the *Client*.

S1500 Commercial management

454. The Alliance provides to the Alliance Manager with commercial data in accordance with the principles set out in the *Client's* Major Projects Cost Management Principles (see link in Annex A).

S1505 Provision of cost information

455. A WBS (see link in Annex A) is prescribed by the *Client* for each Scheme containing a Scheme breakdown by PCF stage. The Alliance Manager submits an aggregate of quotations, financial and commercial information provided by the Alliance. The Alliance Manager collects information from the *Client* in relation to Client Costs and consolidates these costs with the Partner costs for reporting the total Alliance Cost at monthly intervals.
456. The Alliance uses a time capture system which has been approved by the Alliance Manager.
457. The Alliance provides EVM performance using a methodology proposed by the Alliance and approved by the *Client*. The EVM methodology must be against the standard WBS as specified by the *Client* through the provision of a commercial report in the format required by the *Client*.
458. From the Alliance Start Date until Alliance Completion, the Alliance provides a verified monthly commercial submission to the Alliance Manager and the *Client's* Performance Intelligence team on the last working day of the *Client's* reporting period.

459. The Alliance arranges for the Supply Chain to make financial submissions in the same format at times and frequencies to support the required cost reporting timetable.
460. The Alliance uses PRISM as the core system for cost management. The Alliance develops and agrees the detailed cost management processes and procedures. This development must in accordance with the principles outlined in the Major Projects Cost Management Principles (see link in Annex A).
461. The Alliance maintains elemental records of cost data to level three in the WBS required by the *Client*. The Alliance is expected to improve granularity of cost capture to level four in the WBS. All WBS items where applicable is in accordance with the MCHW Volume 4 (see link in Annex A).
462. The Alliance provides
- commodities monthly, and
 - commodities unit costs quarterly
- for each Scheme in the format required by the *Client*.
463. The Alliance measures, records and monitors efficiency cost savings in adherence with the principles set out in the *Client's* Efficiency and Inflation Monitoring Manual or its successor (see link in Annex A).

S1510 Provision of price information

464. The Scheme Budget is established in accordance with rules set out within the *quotation information*.
465. In advance of start of works, the Alliance provide data related to the SGAR 5 Alliance forecast and formal Scheme estimate in accordance with S1525 Forecasting.
466. Following start of works, the Alliance provides the following data
- initial order values for any orders placed with Subcontractors, summarised against the original quotation on the template provided, and
 - final outturn costs and the value of any change events summarised by Subcontractor against the original Subcontract order.

S1515 Cost verification

467. Each Partner allows the *Client* to inspect data relating to the assessment of Defined Cost (including Personal Data) in the Working Areas or the Partner's local or corporate office for the purpose of verifying the Defined Cost incurred, including information related to the build-up, calculation of staff rates and charging of staff hours. This may

include requirements for access to Personal Data for any persons, but solely for the purposes of cost verification.

468. Each Partner obtains agreement from the Data Subject for the inspection of Personal Data from the Working Areas or Partner's local or corporate offices for verification.

469. The time capture system accepted by the Alliance Manager is subject to audit by the *Client* or an appointed external auditor.

S1520 Invoicing

470. Each Partner provides invoices in pdf form via email to invoices@highwaysengland.co.uk. Each Partner submits to the Alliance Manager each invoice including records and information as the *Client* requires.

471. Each Partner provides a WBS (see link in Annex A) of their invoices in the format required by the *Client* including staff, labour, Plant and Materials and Subcontractors and amount due.

S1525 Forecasting

472. The Alliance Manager aggregates the forecasting from all members of the Alliance to enable

- quarterly updates of the commercial performance to date and future commercial performance,
- annual reconciliation of historic commercial performance and validation of forecast future commercial performance,
- production of new annual forecasts for all future Defined Cost, and
- earned value assessment, and
- the production of formal Scheme estimates by the *Client*.

473. The Alliance provide forecasts which specifically and separately identify each Partner's Defined Cost and Fee for each

- Scheme,
- PCF stage,
- month, and
- Performance Year.

474. A formal estimate from the *Client's* Cost Planning team is required for the purpose of any *Client* governance as per the PCF process defined in S256 Project Control

Framework. The *Client's* estimating process is included in Highways England Estimating Manual (see link in Annex A). The Alliance provides all the necessary Scheme information and forecasting evidence in order for the *Client's* Cost Planning team to produce formal estimates, in accordance with the requirements of the *Client's* Estimating Manual.

475. The *Client* issues a formal Scheme range estimate with an interim forecasting tool to the Alliance. The Alliance maintains the interim forecasting tool and cost plan, in accordance with the interim forecasting process (see link in Annex A). If the interim forecasting process triggers the requirement for a new formal estimate, the Alliance Manager issues a request for an estimate to the *Client's* Cost Planning team. The *Client's* Cost Planning team produces a revised range estimate, in collaboration with the Alliance, with an updated interim forecasting tool.
476. The maturity of products which directly and indirectly inform the Alliance forecasts and formal estimates evolve incrementally during PCF stages.
477. The SGAR 5 Alliance forecast (prior to start of works) is supported by
- a. a full detailed monthly build-up of resources, supported by an assured Scheme programme in accordance with S502 Scheme programme requirements,
 - b. an assured quantified cost and schedule Scheme Risk Register informed by a QCSRA in accordance with S502 Scheme programme requirements and S665 Risk management,
 - c. staff rates and expenses for each functional role and hours per role as per the programme in item (a) above,
 - d. a bill of quantities for the designed Scheme Scope structured and coded to the *Client's* WBS with a six column split (staff, labour, Plant and Materials, Equipment, Subcontract and other) and in accordance with the MCHW (see link in Annex A),
 - e. substantiated rates used to price the items (d) above,
 - f. a full first principle build-up of rates where self-delivered using the First Principles Rate Build template (see link in Annex A),
 - where subcontracted, Subcontractor comparison sheets with full set of Subcontractor quotations and estimates,
 - g. fully priced file in Candy / Causeway or other applicable software in original format, and

h. detailed inflation calculations as per the Scheme programme in item (a) above.

478. The Alliance utilises the following *Client* templates unless agreed otherwise by the *Client*

- Total of the Prices template (see link in Annex A),
- Direct Works Price Build template (see link in Annex A),
- Indirect Works Price Build template (see link in Annex A),
- Supply Chain Enquiry Tracker (see link in Annex A),
- Subcontract Comparison Sheet (see link in Annex A),
- Contractor Inflation Allowance (see link in Annex A),
- First Principles Rate Build template, and
- Programme Matrix (see link in Annex A).

S1530 Earned value assessment

479. The Alliance provides earned value projections specifically and separately identify each

- Scheme,
- PCF stage,
- month,
- Performance Year, and
- Partner.

480. The Alliance measure and report actual earned value at all levels detailed above. The Alliance Manager determines the Alliance earned value by aggregating the earned value across all Schemes.

481. Earned value projections for Schemes are consistent with the initial Scheme programmes provided to the Alliance Manager within four weeks of Scheme award as the baseline, as outlined in S502 Scheme programme requirements.

482. Earned value projections are only amended with the Alliance Manager's acceptance.

483. Within a given Performance Year, earned value projections are only adjusted as a result of allocation of a Scheme or a compensation event affecting the Budget or Fees.

484. The Alliance revises the earned value projections at the end of each Performance Year, cognisant of actual earned value in the preceding Performance Year.

485. The earned value approach for Schemes must

- integrate scope, schedule and cost performance,
- show, track and compare planned value, earned value and actual cost,
- take account of works completed to date and reasonable commitments made in contemplation of future works,
- cover and report both cumulative Cost Performance Index (CPI) and cumulative Schedule Performance Index (SPI),
- incorporate the Defined Cost of works done to date as evidenced in accordance with the cost data requirements outlined in S1505 Provision of cost information and approved for payment by the *Client*,
- for construction activities, measure progress for each element and where appropriate sub-elements of the WBS with pre-agreed 'earning rules' to quantify the Budget value of works completed, and
- be endorsed and supported by all Partners.

S1600 Transfer of rights

S1605 Alliance rights over material prepared for the design of the works

486. The Alliance acquires no rights over material prepared for the design of the *works*.

S1610 Other rights to be obtained by the Alliance

487. The Alliance delivers to the Alliance Manager the specially written software in both source code and object code forms together with relevant documentation and all related software supporting materials as necessary to meet its obligations under the contract and upon request by the *Client* at any time.

488. The Alliance provides updates of the source code and of the software supporting materials promptly following each new release of the specially written software, in each case on media that is agreed with the Alliance Manager. The Alliance acknowledges and agree that the ownership of the media referred to in this paragraph vests in the *Client* upon their receipt by the Alliance Manager.

489. In respect of any sub-licence of the rights granted to the *Client* under paragraph 488, if requested by a Partner the sub-licensee executes a confidentiality undertaking in favour of the Partner or third-party owner of the relevant rights in such reasonable form as the Partner requires and the Alliance Manager accepts.

490. A Partner informs the Alliance Manager of all specially written software that constitutes a modification or enhancement to Partner software or third-party software.

S1700 Information management

491. The Alliance recognises the value of high quality information as a key lever in evidence-based decision making and the optimal delivery of the SMP. The Alliance define, structure and use information in accordance with the *Client's* Business Information Framework (BIF) which is a core enabler of the *Client's* Information Management and Technology Strategy (see link in Annex A).

S1705 Information management requirements

492. The Alliance responds to the information model requirements to an asset or activity level and uniquely verified as per Annex J Information model requirements and produces the Alliance Information Execution Plan (IEP) within six months of the Alliance Start Date for acceptance by the *Client*.

493. The IEP

- appoints task teams and define the information definition and production responsibilities of each,
- defines the volume strategy and assign the appropriate level of definition, and
- reviews the information for the Project Information Model (PIM) in accordance with the principles of BS 1192 and ISO 19650 against the *Client's* information model requirements.

494. The Alliance also establishes and maintains an IEP for each Scheme for acceptance by the Alliance Manager.

495. Within six months of the Alliance Start Date, the Alliance produce and manage the Alliance Master Information Delivery Plan (MIDP) for acceptance by the *Client* that

- assesses the task teams' capacity to delivery information in accordance with the MIDP,
- assures that the PIM is delivered in accordance with the MIDP,
- agrees the level of detail and level of information to be provided,
- manages risks, opportunities and issues associated with the delivery of the PIM, and
- ensures effective communication between the *Client*, the information lead and each of the task teams.

496. The Alliance develops and gains consensus of the project standards, methods and protocols that

- assesses the task teams' capability to produce information in accordance with the standards, methods and procedures,
- establishes, manages and ensures the availability of the project common data environment technology to the *Client* and all task teams,
- assures that the PIM is produced in accordance with the *Client's* information model requirements and the IEP standards methods procedures, and
- manages risks associated with the production of the PIM.

497. With the acceptance of the Alliance Manager, the Alliance appoints an Information Manager to

- develop the IEP and ensure the availability of authorised persons with the necessary skills, knowledge, experience and training to execute it,
- assure that the task team information is delivered in accordance with the task IDP derived from the MIDP,
- review and approve the information produced by the task team against the task related parts of the *Client's* information model requirements,
- assign the appropriate status to the information shared by the task team, and
- identify and escalate information delivery risks associated with the delivery of the PIM.

498. The Alliance ensures the task team has the capability to produce information in accordance with the standards, methods and procedures to

- provide education and support to information authors with respect to the standards, methods and procedures,
- assure that the information produced by the task team is compliant with the *Client's* information model requirements and the IEP standards methods procedures (prior to being shared),
- identify and escalate information management risks associated with the delivery of the PIM, and
- establish, manage and ensure the availability of the task team common data environment technology to the task team members.

499. The Alliance creates files and ensure the appropriate file attributes are captured correctly and

- produces and/or amend information to address the *Client's* information model requirements and the Alliance's proposals or equivalent in accordance with the *Client's* information model requirements and the IEP standards, methods, procedures and submit information for approval in accordance with the task IEP derived from the MIDP,
- ensures graphical model information (they produce) is spatially coordinated,
- ensures non-graphical model information (they produce) is coordinated,
- ensures all elements of the PIM (they produce) are fully coordinated with each other, and
- submits information for approval in accordance with the task IEP.

500. The Alliance resolves spatial coordination issues to

- escalate unresolved coordination issues to the information supplier lead, and
- keep the task team updated with agreed resolutions and progress of ongoing resolutions.

501. The Alliance creates and develops information collaboratively within a Common Data Environment (CDE) and

- provides, operates and maintains CDE technology to support the CDE, and
- ensures that information exchange files are no more than [•] MB.

502. The Alliance ensures the activities described in BS 1192/5:2015 for security-minded building information modelling, digital built environments and smart are implemented and enacted.

503. The Alliance defines team responsibility (task teams) and

- names files in accordance with the *Client's* standards,
- names layers in geometric files (2D/3D) in accordance with the *Client's* standards,
- provides geometric information (3D and 2D) that is free from clashes,
- verifies information in accordance with the *Client's* information model requirements prior to submission to the *Client* or prior to use as part of the Alliance activities,

- identifies aspects of information that are suitable for use and these that are in abeyance or in development,
- identifies data that has changed since the last formal issue, and
- initiates information reviews regularly and in accordance with the programme reporting milestones.

504. The Alliance

- informs the *Client* in terms of what it be delivered and how, and
- provides information in the file formats specified in the *Client's* information model requirements

505. The Alliance provides information as set-out in this section and Annex J Information model requirements which are used throughout the Alliance lifecycle to report, inform decision making and ultimately provided a unified set of asset information to the *Client*.

506. The Alliance provides asset data in accordance with the principles of the standards below

- BS 1192 (see link in Annex A),
- ISO 19650 (see link in Annex A),
- ISO 55001 (see link in Annex A),
- ISO 27001 (see link in Annex A),
- ISO 7000, (see link in Annex A), and
- ISO 8000 (see link in Annex A).

507. Data is collected and recorded in accordance with

- DMRB (see link in Annex A),
- ADMM (see link in Annex A), and
- Annex J Information model requirements.

508. Departure from the requirements are permitted if a business case demonstrating the value of an alternative is made and agreed with the Alliance Board and is consistent with the data format that meets the *Client's* requirements. All costs of the alternative are borne by the Alliance.

S2000 Project Bank Account (Y(UK)1)

S2010 Project Bank Account tracker

509. For each Scheme, the PBA Administrator completes and submits to the *Client* on a monthly basis a PBA tracker per Scheme with
- a fully populated PBA tracker (with the 'Supplier Cumulative Totals' tab up to date - including the assignment of SME categories against each Tier 2/3) (see link in Annex A), and
 - detailed bank statements and payment runs (required to reconcile payment dates and amounts to the application breakdown in the PBA. Any data relating to Others should be redacted from your main account statement before submission) in .pdf format.
510. All variances from the previous month are explained by the Partner; and further information is submitted in response to any queries raised.
511. The SME percentage is calculated from the full application value.
512. Time in the PBA Tracker and performance indicator is measured in calendar days.
513. The *Client* monitors the time it takes the Partner to pay its Supply Chain (including Tier 2 and Tier 3+) through the PBA, following deposit of funds into the PBA.
514. The related performance score is calculated when the majority of the funds have been deposited into the PBA by the *Client* that covers amount due to Supply Chain joined to the PBA.
515. For any Subcontractor or Supplier that declines to join the PBA (having been offered the opportunity) written evidence needs to be provided to the *Client* detailing the reasons why it does not want to sign up. The *Client* may at any time, contact that Tier 2 and 3 Suppliers directly to improve their knowledge and understanding of the benefits of PBAs.
516. If any data/evidence is missing or still required (if not covered in the tracker) spot checks are undertaken directly by the *Client* with the Supply Chain (at various intervals) to verify that they are getting paid in a timely manner.
517. The *Client* may carry out audits to assess the full extent of how Supply Chain payments are made.
518. Where a Partner transfers monies from other accounts into the PBA, this is stated on the bank statement.

S2100 Client's work specification

519. For each Scheme, the specification is the Specification for Highway Works current at the contract date, published by Technical Standard Order (TSO) (formerly Her Majesty's Stationery Office (HMSO)) as Volume 1 of the MCHW (see link in Annex A), as modified and extended by the following in relation to each Scheme

- Appendix 0/1: Contract-specific Additional, Substitute and Cancelled Clauses, Tables and Figures,
- Appendix 0/2: Contract-specific minor alterations to existing Clauses, Tables and Figures,
- The numbered appendices listed in Appendix 0/3,
- Major Project Instructions (MPI), and
- DMRB (see link in Annex A).

520. Insofar as any of the numbered appendices may conflict or be inconsistent with any provision of the Specification for Highway Works the numbered appendices always prevail.

521. Any reference in the contract to a clause number or appendix refers to the corresponding substitute clause number or appendix listed in Appendix 0/1 or 0/2.

522. Where a clause in the specification is altered any original table/figure referred to in the clause applies unless the table/figure is also altered. Where a table/figure is altered any reference in a clause to the original table/figure applies to the altered table/figure.

523. Where a clause in the Specification for Highways Works relates to Equipment, Plant or Materials which is not required for the *works* the clause does not apply.

524. Any Appendix referred to in the Specification for Highways Works which is not used does not apply.

S2110 Drawings

525. For each Scheme, the drawings are provided in Appendix 0/4 of the Specification for Highways Works in Volume 1 of the MCHW (see link in Annex A).

Annexes

Annex A Reference documents

Reference	Document	Link
S105	Infrastructure Act 2015	http://www.legislation.gov.uk/ukpga/2015/7/contents/enacted
S105	Highways England Licence	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/431389/strategic-highways-licence.pdf
S105	<i>Client's</i> RIS: Highways England Procurement Plan Road for Investment Strategy period one 2015-2020	See folder in Volume 3 Alliance Index
S110	<i>Client's</i> Values and Behaviours	See folder in Volume 3 Alliance Index
S120B	Construction (Design Management) Regulations 2015	http://www.legislation.gov.uk/uksi/2015/51/contents/made
S120C	Construction (Design Management) Regulations 2015	http://www.legislation.gov.uk/uksi/2015/51/contents/made
S125	<i>Client's</i> SMP Survey Guide	See folder in Volume 3 Alliance Index
S125	<i>Client's</i> SMP Design Guide	See folder in Volume 3 Alliance Index
S201	<i>Client's</i> Behavioural Maturity Framework Strategy	See folder in Volume 3 Alliance Index
S203	Declaration of Interest form	See folder in Volume 3 Alliance Index
S203	Conflict of Interest form	See folder in Volume 3 Alliance Index
S204	<i>Client's</i> Anti Bribery Code of Conduct	See folder in Volume 3 Alliance Index
S204	<i>Client's</i> Anti Fraud Code of Conduct	See folder in Volume 3 Alliance Index
S205	General Data Protection Regulation Directive (EU2016/679)	https://publications.europa.eu/en/publication-detail/-/publication/3e485e15-11bd-11e6-ba9a-01aa75ed71a1/language-en
S205	Law Enforcement Directive (EU2016/680)	https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv%3AOJ.L_.2016.119.01.0089.01.ENG
S205	Data Protection Act 2018	http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted
S205	Procurement Policy Note 02/18 entitled "Changes to Data Protection Legislation & General Data Protection Regulation" (PPN 02/18)	See folder in Volume 3 Alliance Index
S208	Official Secrets Act 1989	http://www.legislation.gov.uk/ukpga/1989/6/contents
S211	Insurance Act 2015	http://www.legislation.gov.uk/ukpga/2015/4

		/contents
S220	<i>Client's</i> personnel security procedures	See folder in Volume 3 Alliance Index
S230	Environmental Protection Act 1990	https://www.legislation.gov.uk/ukpga/1990/43/contents
S240	Traffic Signs Manuals Chapter 7 and Chapter 8	See folder in Volume 3 Alliance Index
S240	<i>Client's</i> Roadworks A Customer View	See folder in Volume 3 Alliance Index
S240	<i>Client's</i> Major Projects Dynamic Roadworks – a vision for the future	See folder in Volume 3 Alliance Index
S240	<i>Client's</i> Crisis Management Manual	See folder in Volume 3 Alliance Index
S241	Manual of Contract Documents for Highway Works	http://www.standardsforhighways.co.uk/ha/standards/mchw/index.htm
S250	Considerate Constructor Scheme's Code of Considerate Practice	See folder in Volume 3 Alliance Index
S251	<i>Client's</i> Customer Service Strategic Plan	See folder in Volume 3 Alliance Index
S251	<i>Client's</i> Corporate Complaints Process	See folder in Volume 3 Alliance Index
S251	<i>Client's</i> Correspondence Quality Control Guidelines	See folder in Volume 3 Alliance Index
S251	General Data Protection Regulation Directive (EU2016/679)	https://publications.europa.eu/en/publication-detail/-/publication/3e485e15-11bd-11e6-ba9a-01aa75ed71a1/language-en
S251	<i>Client's</i> Customer Complaint Process	https://www.gov.uk/government/organisations/highways-england/about/complaints-procedure
S256	<i>Client's</i> Project Control Framework Handbook	See folder in Volume 3 Alliance Index
S256	<i>Client's</i> Project Control Framework Best Practice Planning and Consultation Process	See folder in Volume 3 Alliance Index
S266	Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive" (PPN 7/14)	See folder in Volume 3 Alliance Index
S266	Energy Efficiency Directive (EU2012/27)	See folder in Volume 3 Alliance Index
S266	<i>Client's</i> Sustainable Development Strategy	See folder in Volume 3 Alliance Index
S267	<i>Client's</i> Environment Strategy	See folder in Volume 3 Alliance Index
S267	<i>Client's</i> The Road to Good Design	See folder in Volume 3 Alliance Index
S267	<i>Client's</i> Biodiversity Plan	See folder in Volume 3 Alliance Index
S267	Government Buying Standards Transport 2017	https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs

S267	Interim Advice Note 183/14	See folder in Volume 3 Alliance Index
S268	Interim Advice Note 135/10	See folder in Volume 3 Alliance Index
S269	Interim Advice Note 183/14	See folder in Volume 3 Alliance Index
S269	Waste Management Licensing Regulations 1994	http://www.legislation.gov.uk/uksi/1994/1056/contents/made
S269	Town and Country Planning Act 1990	http://www.legislation.gov.uk/ukpga/1990/8/contents
S270	<i>Client's</i> Sustainable Development Strategy	See folder in Volume 3 Alliance Index
S270	<i>Client's</i> Carbon Tool	See folder in Volume 3 Alliance Index
S272	<i>Client's</i> Air Quality Strategy	See folder in Volume 3 Alliance Index
S272	Government Buying Standards Transport 2017	https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs
S274	Equality Act 2010	https://www.gov.uk/guidance/equality-act-2010-guidance
S274	<i>Client's</i> Equal Opportunities Policy	See folder in Volume 3 Alliance Index
S274	<i>Client's</i> Dignity at Work Policy	See folder in Volume 3 Alliance Index
S274	Modern Slavery Act 2015	http://www.legislation.gov.uk/ukpga/2015/30/contents/enacted
S275	Equality Act 2010	https://www.legislation.gov.uk/ukpga/2010/15/contents
S305	<i>Client's</i> Project Control Framework Handbook	See folder in Volume 3 Alliance Index
S305	<i>Client's</i> SMP Survey Guide	See folder in Volume 3 Alliance Index
S310	<i>Client's</i> Single Option Process Map	See folder in Volume 3 Alliance Index
S310	<i>Client's</i> SMP Design Guide	See folder in Volume 3 Alliance Index
S320	<i>Client's</i> Single Option Process Map	See folder in Volume 3 Alliance Index
S320	<i>Client's</i> SMP Design Guide	See folder in Volume 3 Alliance Index
S320	<i>Client's</i> The Road to Good Design	See folder in Volume 3 Alliance Index
S320	Highways Act 1980	https://www.legislation.gov.uk/ukpga/1980/66
S405	Interim Advice Note 161/15	http://www.standardsforhighways.co.uk/ha/standards/ians/pdfs/IAN161_15.pdf
S405	<i>Client's</i> Project Control Framework Handbook	See folder in Volume 3 Alliance Index
S410	<i>Client's</i> Project Control Framework Handbook	See folder in Volume 3 Alliance Index
S410	Construction (Design Management) Regulations 2015	http://www.legislation.gov.uk/uksi/2015/51/contents/made
S410	Design Manual for Roads	http://www.standardsforhighways.co.uk/ha/standards/ians/pdfs/IAN161_15.pdf

	and Bridges	dards/dmrb/
S410	Interim Advice Note 182/14A	See folder in Volume 3 Alliance Index
S410	Asset Data Management Manual	http://www.standardsforhighways.co.uk/ha/standards/admm/index.htm
S502	<i>Client's</i> Work Breakdown Structure	See folder in Volume 3 Alliance Index
S600	ISO 9001	https://www.iso.org/iso-9001-quality-management.html
S600	ISO 14001	https://www.iso.org/iso-14001-environmental-management.html
S600	OHSAS 18001	https://www.bsigroup.com/en-GB/ohsas-18001-occupational-health-and-safety/
S600	ISO 9004	https://www.iso.org/standard/70397.html
S600	Design Manual for Roads and Bridges GD 2/16	http://www.standardsforhighways.co.uk/ha/standards/dmrb/vol0/section2/gd216.pdf
S605	ISO 9001	https://www.iso.org/iso-9001-quality-management.html
S605	ISO 14001	https://www.iso.org/iso-14001-environmental-management.html
S605	ISO 45001	https://www.iso.org/iso-45001-occupational-health-and-safety.html
S605	ISO 31000	https://www.iso.org/iso-31000-risk-management.html
S605	ISO 44001	https://www.iso.org/standard/72798.html
S605	Design Manual for Roads and Bridges GD 2/16	http://www.standardsforhighways.co.uk/ha/standards/dmrb/vol0/section2/gd216.pdf
S605	Customer Service Excellence®	http://www.customerserviceexcellence.uk.com/media/1069/cse_standard.pdf
S615	ISO 10005	https://www.iso.org/standard/70398.html
S620	Design Manual for Roads and Bridges	http://www.standardsforhighways.co.uk/ha/standards/dmrb/
S620	National Highway Sector Schemes	https://www.gov.uk/guidance/national-highway-sector-schemes-certification-for-contractors-and-subcontractors
S626	ISO 9001	https://www.iso.org/iso-9001-quality-management.html
S626	ISO 19011	https://www.iso.org/standard/70017.html
S640	ISO 9001	https://www.iso.org/iso-9001-quality-management.html
S655	ISO 9001	https://www.iso.org/iso-9001-quality-management.html
S665	ISO 31000	https://www.iso.org/iso-31000-risk-management.html
S665	<i>Client's</i> Project Control Framework Handbook	See folder in Volume 3 Alliance Index
S665	<i>Client's</i> Major Projects Baseline Management Manual	See folder in Volume 3 Alliance Index
S665	<i>Client's</i> Major Projects Risk Management Manual	See folder in Volume 3 Alliance Index
S700	<i>Client's</i> Project Control Framework Handbook	See folder in Volume 3 Alliance Index

S810	Planning Act 2008	http://www.legislation.gov.uk/ukpga/2008/29
S810	Highways Act 1980	https://www.legislation.gov.uk/ukpga/1980/66
S810	<i>Client's</i> Visual Identity specifications: What you need to know'	See folder in Volume 3 Alliance Index
S810	<i>Client's</i> 'Writing with style: Highways England's tone of voice and style guide'	See folder in Volume 3 Alliance Index
S810	UK Government (Cabinet Office) – Consultation Principles (2016)	See folder in Volume 3 Alliance Index
S810	Consultation Institute – The Consultation Charter (2017)	https://www.consultationinstitute.org/consultation-charter-7-best-practice-principles/
S810	Royal Town Planning Institute – Guidelines on Effective Community Involvement and Consultation	See folder in Volume 3 Alliance Index
S810	Equality Act 2010	https://www.legislation.gov.uk/ukpga/2010/15/contents
S810	Data Protection Act 2018	http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted
S810	Environmental Information Regulations 2004	http://www.legislation.gov.uk/uksi/2004/3391/contents/made
S810	<i>Client's</i> Highways England Public Sector Equality Objectives (2016-2020)	See folder in Volume 3 Alliance Index
S820	Freedom of Information Act 2000	https://www.legislation.gov.uk/ukpga/2000/36/contents
S820	Environmental Information Regulations 2004	http://www.legislation.gov.uk/uksi/2004/3391/contents/made
S820	Procurement Policy Note 01/17 entitled "The Transparency of Suppliers and Government to the Public" (PPN 01/17)	See folder in Volume 3 Alliance Index
S825	ISO/IEC27002	https://www.iso.org/standard/69378.html
S825	ISO/IEC27001	https://www.iso.org/standard/54533.html
S825	<i>Client's</i> Statement of Highways England IT Security Policy	See folder in Volume 3 Alliance Index
S825	<i>Client's</i> Chief Information Officer Memos 01/09, 04/08	See folder in Volume 3 Alliance Index
S825	GDPR Supplier Letter	See folder in Volume 3 Alliance Index
S825	<i>Client's</i> Data Handling Policy	See folder in Volume 3 Alliance Index
S825	Data Protection Act 2018	http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted
S825	<i>Client's</i> personnel security procedures	See folder in Volume 3 Alliance Index
S835	ISO 22301	https://www.iso.org/standard/50038.html
S920	<i>Client's</i> Advice Manual for	See folder in Volume 3 Alliance Index

	the New Roads and Street Works Act – Diversionary Works (SA10/05)	
S920	New Road and Street Works Act 1991	http://www.legislation.gov.uk/ukpga/1991/22/contents
S1010	<i>Client's</i> SMP Design Guide	See folder in Volume 3 Alliance Index
S1105	<i>Client's</i> Health and Safety Five Year Plan	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/624552/Health_and_Safety_five_year_plan_May_17.pdf
S1107	ISO 45001	https://www.iso.org/iso-45001-occupational-health-and-safety.html
S1111	Interim Advice Note 128/15/C	See folder in Volume 3 Alliance Index
S1114	Control of Asbestos at Work Regulations	http://www.legislation.gov.uk/ukxi/2012/632/contents/made
S1115	Management of Health and Safety at Work Regulations 1999	http://www.legislation.gov.uk/ukxi/1999/3242/contents/made
S1118	<i>Client's</i> Chief Highway Engineer's Memorandum 415/18-Incident Reporting Standard	See folder in Volume 3 Alliance Index
S1118	<i>Client's</i> Chief Highway Engineer's Memorandum 373/16-Highways England Supply Chain Health and Safety Incident Reporting (Clarification)	See folder in Volume 3 Alliance Index
S1118	Interim Advice Note 128/15/C	See folder in Volume 3 Alliance Index
S1119	Interim Advice Note 128/15/C	See folder in Volume 3 Alliance Index
S1122	Construction (Design Management) Regulations 2015	http://www.legislation.gov.uk/ukxi/2015/51/contents/made
S1127	Road Traffic Act 1988	https://www.legislation.gov.uk/ukpga/1988/52/contents
S1130	Fleet Operator Recognition Scheme Standard	https://www.fors-online.org.uk/cms/wp-content/uploads/2019/04/FORSStandard_v5.pdf
S1130	Code of Practice: Lighting and marking for Special Order, VR1, STGO and C&U loads	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/503104/Lighting_and_marking_COP_for_SO_VR1_STGO_and_CU_loads_HE_rebranding_v1.pdf
S1130	Code of Practice: Lighting and marking for abnormal load self-escorting vehicles incorporating operating guidance	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/503105/Lighting_and_marking_COP_for_abnormal_load_self_escorting_vehicles_HE_rebranding_v1.pdf
S1131	Health and Safety	http://www.hse.gov.uk/pubns/indg382.pdf

	Executive guidance for managing work-related road safety	
S1131	Driving for better business commitment	https://www.drivingforbetterbusiness.com/getting-started/step-6-commitment/
S1200	Procurement Policy Note 01/18 entitled "Supply Chain Visibility" (PPN 01/18)	See folder in Volume 3 Alliance Index
S1200	<i>Client's</i> Fair Payment Charter	See folder in Volume 3 Alliance Index
S1200	Definition of an SME	See folder in Volume 3 Alliance Index
S1200	Project Bank Account Tracker	See folder in Volume 3 Alliance Index
S1210	Procurement Policy Note 11/16 "Procuring Steel in Major Projects – Revised Guidance" (PPN 11/16)	See folder in Volume 3 Alliance Index
S1210	Public Contracts Regulations 2015	http://www.legislation.gov.uk/uksi/2015/102/contents/made
S1210	"Steel procurement in major projects – Guidance on the application of social issues"	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/484843/Social_guidance_supporting_PPN_1615_.pdf
S1400	<i>Client's</i> Project Control Framework Handbook	See folder in Volume 3 Alliance Index
S1420	National Audit Act 1983	https://www.legislation.gov.uk/ukpga/1983/44/contents
S1425	<i>Client's</i> Records Retention and Disposal Schedule	See folder in Volume 3 Alliance Index
S1500	<i>Client's</i> Major Projects Cost Management Principles	See folder in Volume 3 Alliance Index
S1505	<i>Client's</i> Work Breakdown Structure	See folder in Volume 3 Alliance Index
S1505	Manual of Contract Documents for Highway Works	http://www.standardsforhighways.co.uk/ha/standards/mchw/index.htm
S1505	<i>Client's</i> Efficiency and Inflation Monitoring Manual	See folder in Volume 3 Alliance Index
S1505	<i>Client's</i> Major Projects Cost Management Principles	See folder in Volume 3 Alliance Index
S1510	<i>Client's</i> Work Breakdown Structure	See folder in Volume 3 Alliance Index
S1520	<i>Client's</i> Work Breakdown Structure	See folder in Volume 3 Alliance Index
S1525	<i>Client's</i> Cost Estimating Manual	See folder in Volume 3 Alliance Index
S1525	<i>Client's</i> Work Breakdown Structure	See folder in Volume 3 Alliance Index
S1525	<i>Client's</i> Interim forecasting tool	See folder in Volume 3 Alliance Index

S1525	Manual of Contract Documents for Highway Works	http://www.standardsforhighways.co.uk/ha/standards/mchw/index.htm
S1525	<i>Client's</i> Total of the Prices Template	See folder in Volume 3 Alliance Index
S1525	<i>Client's</i> Direct Works Price Build Template	See folder in Volume 3 Alliance Index
S1525	<i>Client's</i> Indirect Works Price Build Template	See folder in Volume 3 Alliance Index
S1525	<i>Client's</i> Supply Chain Enquiry Tracker	See folder in Volume 3 Alliance Index
S1525	<i>Client's</i> Subcontract Comparison Sheet	See folder in Volume 3 Alliance Index
S1525	<i>Client's</i> Contractor Inflation Allowance	See folder in Volume 3 Alliance Index
S1525	<i>Client's</i> First Principles Rate Build Template	See folder in Volume 3 Alliance Index
S1525	<i>Client's</i> Programme Matrix	See folder in Volume 3 Alliance Index
S1700	<i>Client's</i> Information Management and Technology Strategy	See folder in Volume 3 Alliance Index
S1705	BS1192	https://www.designingbuildings.co.uk/wiki/BS_1192
S1705	ISO 19650	https://www.iso.org/standard/68078.html
S1705	ISO 55001	https://www.iso.org/standard/55089.html
S1705	ISO 27001	https://www.iso.org/isoiec-27001-information-security.html
S1705	ISO 7000	https://www.iso.org/obp/ui/#iso:pub:PUB400001:en
S1705	ISO 8000	https://www.iso.org/standard/50798.html
S1705	Design Manual for Roads and Bridges	http://www.standardsforhighways.co.uk/ha/standards/dmrb/
S1705	Asset Data Management Manual	http://www.standardsforhighways.co.uk/ha/standards/admm/index.htm
S2010	<i>Client's</i> Project Bank Account tracker	See folder in Volume 3 Alliance Index
S2100	Manual of Contract Documents for Highway Works	http://www.standardsforhighways.co.uk/ha/standards/mchw/index.htm
S2100	Design Manual for Roads and Bridges	http://www.standardsforhighways.co.uk/ha/standards/dmrb/
S2110	Manual of Contract Documents for Highway Works	http://www.standardsforhighways.co.uk/ha/standards/mchw/index.htm
Annex E	Transport Infrastructure Skills Strategy	https://www.gov.uk/government/publications/transport-infrastructure-skills-strategy-building-sustainable-skills
Annex F	Interim Advice Note 161/15	http://www.standardsforhighways.co.uk/ha/standards/ians/pdfs/IAN161_15.pdf
Annex F	Interim Advice Note 91	http://www.standardsforhighways.co.uk/ha/standards/ians/pdfs/ian91.pdf
Annex F	Interim Advice Note 97	http://www.standardsforhighways.co.uk/ha/standards/ians/pdfs/ian97.pdf

Annex F	BS EN Geotechnical Design	https://www.ngm2016.com/uploads/2/1/7/9/21790806/eurocode_7_-_geotechnical_designen.1997.1.2004.pdf
Annex F	<i>Client's</i> SMP Survey Guide	See folder in Volume 3 Alliance Index
Annex F	<i>Client's</i> SMP Design Guide	See folder in Volume 3 Alliance Index
Annex F	Manual of Contract Documents for Highway Works	http://www.standardsforhighways.co.uk/ha/standards/mchw/index.htm
Annex F	<i>Client's</i> SMP Schemes MPI-33-082014	See folder in Volume 3 Alliance Index
Annex F	Interim Advice Note 150/16	http://www.standardsforhighways.co.uk/ha/standards/ians/pdfs/ian150_16.pdf
Annex F	Interim Advice Note 126/2	http://www.standardsforhighways.co.uk/ha/standards/ians/pdfs/ian126r2.pdf
Annex F	Interim Advice Note 182/14A	http://www.standardsforhighways.co.uk/ha/standards/ians/pdfs/ian182_14A.pdf
Annex G	<i>Client's</i> Collaborative planning	https://www.gov.uk/guidance/collaborative-planning-a-guide-for-highways-england-supply-chain
Annex G	<i>Client's</i> Highways England Lean Maturity Assessment	https://www.gov.uk/guidance/highways-england-lean-maturity-assessment-helma
Annex G	<i>Client's</i> Collaborative Planning Assessment	See folder in Volume 3 Alliance Index
Annex G	<i>Client's</i> Simplified Lean Maturity and Capability Assessment	See folder in Volume 3 Alliance Index

Annex B Form of Parent Company Guarantee

DATED [●]

Highways England Company Ltd
as Client

[●]
as Guarantor

PARENT COMPANY GUARANTEE

relating to the Smart Motorways Alliance
[insert Lot details]

DATED [●]

PARTIES

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “*Client*”) and
- (2) [●] (company no [●]) whose registered office is at [●] (the “**Guarantor**”)

BACKGROUND

By the Contract, the *Client* has employed the Partner to participate in Providing the Works as part of the Alliance.

The Guarantor is the [ultimate]¹ parent company of the Partner.

The Guarantor has agreed to guarantee the due performance by the Partner of his obligations under the Contract in the manner set out in this deed.

OPERATIVE PROVISIONS

1 Definitions and interpretation

1.1 Unless the contrary intention appears, the following definitions apply:

“**Alliance**” means the *Client* and the Partners.

“**Contract**” means the alliance contract dated [●] between the *Client* (1) and the Partners (2) whereby the Partner has undertaken to participate in Providing the Works.

“**Insolvency Event**” means the Partner being unable to pay its debts (as defined by Sections 123(1) and 268(1) of the Insolvency Act 1986) or any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Partner other than a solvent liquidation or reorganisation of the Partner;
- (b) a composition, assignment or arrangement with any creditor of the Partner;
- (c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Partner or any of its assets; or
- (d) enforcement of any security over any assets of the Partner,

¹ Words in brackets to be deleted if the guarantor is not the ultimate parent company.

or any analogous procedure or step is taken in any jurisdiction.

“**Partner**” means [●] (company no [●]) whose registered office is at [●].

“**Partners**” means the Partner and *[insert details of other Partners]*.

“**To Provide the Works**” means to do the work necessary to complete the *works* in accordance with the Contract and all incidental work, services and actions which the Contract requires.

“**works**” means the *[insert a brief description of the works]* as more particularly described in the Contract.

- 1.2 The clause headings in this deed are for the convenience of the parties only and do not affect its interpretation.
- 1.3 Words importing the singular meaning shall include, where the context so admits, the plural meaning and vice versa.
- 1.4 Words denoting the masculine gender shall include the feminine and neuter genders and words denoting natural persons shall include corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.5 Where the context so admits, references in this deed to a clause are to a clause of this deed.
- 1.6 References in this deed to any statute or statutory instrument shall include and refer to any statutory amendment or re-enactment thereof from time to time and for the time being in force.

2 Guarantee

- 2.1 In consideration of the *Client* agreeing to enter into the Contract with the Partner, the Guarantor irrevocably and unconditionally guarantees and undertakes to the *Client* that:
 - a) the Partner will perform and observe all his obligations under the Contract on the days and at the times and in the manner provided in the Contract; and
 - b) in the event of any breach of such obligations by the Partner, the Guarantor shall procure that the Partner makes good the breach or shall otherwise cause it to be made good and shall indemnify and hold harmless the *Client* against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the *Client* arising from or in connection with it to the extent that the Partner is liable for the same under the Contract.
- 2.2 The Guarantor shall also indemnify and hold harmless the *Client* against:
 - a) any and all costs, losses and expenses (including legal expenses) which may be suffered or incurred by the *Client* in seeking to enforce

and enforcing (i) the obligations and liabilities of the Guarantor under this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and

- b) any loss or liability suffered or incurred by the *Client* if any of the obligations of the Partner under the Contract is or becomes illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable.

2.3 Any limitation or defence which would have been available to the Partner in an action under the Contract shall likewise be available to the Guarantor in a corresponding action under this deed, provided that nothing in this clause shall:

- a) prejudice or affect any liability of the Guarantor under clause 2.2; nor
- b) allow the Guarantor to avoid liability if either of the events specified in clause 5 occurs.

3 Guarantor's liability

3.1 The obligations of the Guarantor under this deed shall be in addition to and shall be independent of any other security which the *Client* may at any time hold in respect of the Partner's obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.

3.2 The obligations of the Guarantor under this deed shall be in addition to and shall not be in substitution for any rights or remedies that the *Client* may have against the Partner under the Contract or at law.

3.3 The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:

- a) an Insolvency Event;
- b) any change in the constitution, status, function, control or ownership of the Partner or any legal limitation, disability or incapacity relating to the Partner or any other person;
- c) the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
- d) any time given, waiver, forbearance, compromise or other indulgence shown by the *Client* to the Partner;
- e) the assertion or failure to assert or delay in asserting any rights or remedies of the *Client* or the pursuit of any right or remedy of the *Client*;
- f) the giving by the Partner of any security or the release, modification or exchange of any such security or the liability of any person; or

- g) any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor,

in each case with or without notice to, or the consent of, the Guarantor and the Guarantor unconditionally and irrevocably waives any requirement for notice of, or consent to such matters.

4 Variations to the Contract

The Guarantor authorises the Partners and the *Client* to make any addition or variation to the Contract, the due and punctual performance of which shall likewise be guaranteed by the Guarantor in accordance with the terms of this deed. The liability of the Guarantor under this deed shall in no way be discharged or lessened by any such addition or variation.

5 Liquidation of Partner/termination of contract

The Guarantor covenants with the *Client* that:

- 5.1 upon the occurrence of an Insolvency Event, if a liquidator is appointed and the liquidator disclaims the Contract; or
- 5.2 if the Partner's employment under the Contract is determined for any reason, the liability of the Guarantor under this deed shall remain in full force and effect.

6 Waiver

The Guarantor waives any right to require the *Client* to pursue any remedy (whether under the Contract or otherwise) which it may have against the Partner before proceeding against the Guarantor under this deed.

7 Rights of Guarantor against Partner

- 7.1 The Guarantor shall not by any means or on any ground seek to recover from the Partner (whether by instituting or threatening proceedings or by way of set-off or counterclaim or otherwise) or otherwise to prove in competition with the *Client* in respect of any payment made by the Guarantor under this deed nor be entitled in competition with the *Client* to claim or have the benefit of any security which the *Client* holds for any money or liability owed by the Partner to the *Client*. If the Guarantor shall receive any monies from the Partner in respect of any payment made by the Guarantor under this deed, the Guarantor shall hold such monies in trust for the *Client* for so long as the Guarantor shall remain liable or contingently liable under this deed.
- 7.2 Any decision of any adjudicator, expert, arbitral tribunal and/or any court in respect of or in connection with the Contract or any settlement or

arrangement made between the *Client* and the Partner shall be binding on the Guarantor.

8 Continuing guarantee

The terms of this deed shall be a continuing guarantee and shall remain in full force and effect until each and every part of every obligation of the Partner under the Contract shall have been performed and observed and until each and every liability of the Partner under the Contract shall have been satisfied in full.

9 Third party rights

Unless the right of enforcement is expressly granted, it is not intended that any third party should have the right to enforce any provision of this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

10 Notices

Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

11 Governing law

The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under it shall be subject to the exclusive jurisdiction of the courts of England and Wales save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

EXECUTION PAGE

Executed as a deed by **[GUARANTOR]**)
in the presence of:)

Director

Director/Secretary

OR

Executed as a deed by
[GUARANTOR] acting by [*name*)
of *director*] in the presence of)
[*name of witness*]:
Director

Name of witness:

Signature of witness:

Address:

Occupation:

Annex C Insurance Tables

On-site Assembly Partner

1.	Contractors "All Risks" Insurance (CAR)
1.1	<p><u>Insureds</u></p> <p>1. On-site Assembly Partner</p> <p>2. <i>Client</i></p> <p>3. All other Alliance Partners</p> <p>as appropriate, each for their respective rights and interests in the contract.</p>
1.2	<p><u>Insured property</u></p> <p>The permanent and temporary works, materials, goods, Plant and Materials and Equipment for incorporation in the <i>works</i> (plus constructional plant, tools, accommodation and equipment belonging to or the responsibility of the On-site Assembly Partner) and all other property used or for use in connection with <i>works</i> associated with the contract.</p>
1.3	<p><u>Basis of cover</u></p> <p>"All Risks" of physical loss, damage or destruction to the Insured property (as set out in paragraph 1.2 above) unless otherwise excluded.</p>
1.4	<p><u>Sum insured</u></p> <p>At all times an amount not less than the full reinstatement or replacement value of the Insured property (as set out in paragraph 1.2 above), plus provision to include cover features and extensions (as set out in paragraph 1.8 below) as appropriate.</p>
1.5	<p><u>Maximum deductible threshold</u></p> <p>NOT USED.</p>
1.6	<p><u>Territorial limits</u></p> <p>United Kingdom including offsite storage and during inland transit.</p>
1.7	<p><u>Period of insurance</u></p> <p>In relation to each Scheme, from the <i>starting date</i> until Scheme Completion and thereafter in respect of defects liability until the <i>defects date</i>.</p>
1.8	<p><u>Cover features and extensions</u></p> <p>1. Terrorism</p> <p>2. Munitions of war clause</p> <p>3. Additional costs of completion clause</p> <p>4. Professional fees clause</p> <p>5. Debris removal clause</p> <p>6. Seventy two (72) hour clause</p> <p>7. European Union local authorities clause</p>

8.	Free issue materials clause
9.	Ten percent (10%) escalation clause
10.	Automatic reinstatement of sum insured clause
11.	Loss minimisation
12.	Plans and specifications clause
13.	Guarantee maintenance or extended maintenance to the extent available
14.	Payments on account
15.	Temporary repairs
16.	Offsite storage and repairs
17.	Fire Joint Code of Practice
18.	Co-insured, non vitiation and waiver of subrogation for the <i>Client</i> and Partners
19.	Notice of cancellation in accordance with paragraph 73
1.9	<u>Principal exclusions</u>
1.	War and related perils.
2.	Nuclear/radioactive risks.
3.	Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4.	Wear, tear and gradual deterioration.
5.	Consequential financial losses.
6.	Cyber risks.
7.	Inventory losses, fraud and employee dishonesty
8.	Faulty design, workmanship and materials DE5 or LEG3/06
2.	Third Party Public and Products Liability Insurance
2.1	<u>Insured</u>
1.	On-site Assembly Partner
2.2	<u>Interest</u>
	To indemnify the Insured (as set out in section 2.1 above) in respect of all sums that the Insured (as set out in section 2.1 above) may become legally liable to pay whether contractually or otherwise (including claimant's costs and expenses) as damages in respect of accidental;
1.	death or bodily injury, illness or disease contracted by any person;
2.	loss or damage to property;
3.	interference to property or any easement right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance, loss of amenities;
	happening during the Period of insurance (as set out in section 2.6 below) and arising out of or in connection with the contract.
2.3	<u>Limit of indemnity</u>
	Not less than fifty million pounds (£50,000,000) in respect of any one

	occurrence, the number of occurrences being unlimited in any annual policy period, but in the annual aggregate in respect of products or pollution liability (to the extent insured by the policy).
2.4	<u>Maximum deductible threshold</u> NOT USED.
2.5	<u>Territorial limits</u> United Kingdom and elsewhere in the world in respect of non-manual visits.
2.6	<u>Period of insurance</u> From the date of this contract for the duration of this contract renewable on an annual basis unless agreed otherwise by the parties.
2.7	<u>Cover features and extensions</u>
1.	Munitions of war
2.	Cross liability clause
3.	Contingent motor vehicle liability
4.	Legal defence costs in addition to the limit of indemnity
5.	Waiver of subrogation for the <i>Client</i>
6.	Indemnity to principals clause
7.	Health & Safety at Work Act(s) clause
8.	Data Protection legislation clause
9.	Consumer Protection Act 1987
10.	Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007
2.8	<u>Principal exclusions</u>
1.	War and related perils.
2.	Nuclear/radioactive risks.
3.	Liability for death, illness, disease or bodily injury sustained by employees of the Insured (as set out in section 2.1 above) arising out of the course of their employment.
4.	Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
5.	Liability in respect of predetermined penalties or liquidated damages imposed under the contract.
6.	Liability in respect of loss or damage to property in the care, custody and control of the Insured (as set out in section 2.1 above) but this exclusion is not to apply to all property belonging to the <i>Client</i> which is in the care, custody and control of the Insured (as set out in section 2.1 above).
7.	Liability arising from the ownership, possession or use of any aircraft or marine vessels.
8.	Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

9.	Events more properly covered under the Professional Indemnity Insurance policy.
10.	Losses indemnified under the Construction "All Risks" Insurance (CAR) policy.
11.	Liability arising from toxic mould
12.	Liability arising from asbestos
13.	Cyber risks
3.	Professional Indemnity Insurance
3.1	<u>Insured</u> On-site Assembly Partner
3.2	<u>Interest</u> To indemnify the Insured (as set out in section 3.1 above) for all sums which the Insured (as set out in section 3.1 above) shall become legally liable to pay (including claimant's costs and expenses) as a result of any claim or claims first made against the Insured (as set out in section 3.1 above) during the Period of insurance (as set out in section 3.6 below) by reason of any act, error and/or omission arising from or in connection with professional services relevant to the contract.
3.3	<u>Limit of indemnity</u> Not less than twenty million pounds (£20,000,000) in respect of any one claim without limit to the number of claims in any annual policy period but twenty million pounds (£20,000,000) in respect of any one claim any in the annual aggregate for liability arising out of pollution or contamination (to the extent insured by the relevant policy) and five million pounds (£5,000,000) in respect of asbestos (to the extent insured by the relevant policy).
3.4	<u>Maximum deductible threshold</u> NOT USED.
3.5	<u>Territorial limits</u> United Kingdom.
3.6	<u>Period of insurance</u> From the date of the contract for the duration of the contract renewable on an annual basis unless agreed otherwise by the parties and a period of twelve (12) years following the expiry or termination of the contract whichever occurs earlier.
3.7	<u>Cover features and extensions</u> 1. Loss of documents and computer records extension. 2. Legal liability assumed under contract, duty of care agreements and collateral warranties. 3. Retroactive cover from the date of the contract or retroactive date no later than the date of the contract in respect of any policy provided on a claims made form of policy wording.
3.8	<u>Principal exclusions</u>

1.	War and related perils.
2.	Nuclear/radioactive risks.
3.	Insolvency of the Insured
4.	Bodily injury, sickness, disease or death sustained by any employee
4.	Policies to be taken out as required by United Kingdom law.
	Parties to the contract are required to meet their statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, employers' liability insurance and motor third party liability insurance.
	The limit of indemnity for the employers' liability insurance shall not be 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 statutory insurances to contain an indemnity to principals clause in respect of claims made against the <i>Client</i> and other Partners arising out of the performance of the Partner of his duties under the contract.
	The insurance shall be maintained from the date of the contract throughout the period of the contract.

Digitally Enabled Design Partner

1.	Third Party Public and Products Liability Insurance
1.1	<u>Insured</u>
1.	Digitally Enabled Design Partner
1.2	<u>Interest</u>
	To indemnify the Insured (as set out in section 1.1 above) in respect of all sums that the Insured (as set out in section 1.1 above) may become legally liable to pay whether contractually or otherwise (including claimant's costs and expenses) as damages in respect of accidental;
1.	death or bodily injury, illness or disease contracted by any person;
2.	loss or damage to property;
3.	interference to property or any easement right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance, loss of amenities;
	happening during the Period of insurance (as set out in section 1.6 below) and arising out of or in connection with the contract.
1.3	<u>Limit of Indemnity</u>
	Not less than ten million pounds (£10,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but in the annual aggregate in respect of products or pollution liability (to the extent insured by the policy).
1.4	<u>Maximum deductible threshold</u>

NOT USED.

1.5 Territorial limits

United Kingdom and elsewhere in the world in respect of non-manual visits.

1.6 Period of insurance

From the date of the contract for the duration of the contract renewable on an annual basis unless agreed otherwise by the parties.

1.7 Cover features and extensions

1. Cross liability clause
2. Contingent motor vehicle liability
3. Legal defence costs in addition to the limit of indemnity
4. Waiver of subrogation for the *Client*
5. Indemnity to principals clause
6. Health & Safety at Work Act(s) clause
7. Data Protection legislation clause
8. Consumer Protection Act 1987

1.8 Principal exclusions

1. War and related perils.
2. Nuclear/radioactive risks.
3. Liability for death, illness, disease or bodily injury sustained by employees of the Insured (as set out in section 1.1 above) arising out of the course of their employment.
4. Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
5. Liability in respect of predetermined penalties or liquidated damages imposed under the contract.
6. Liability arising from the ownership, possession or use of any aircraft or marine vessels.
7. Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
8. Events more properly covered under the Professional Indemnity Insurance policy.
9. Liability arising from toxic mould
10. Liability arising from asbestos
11. Cyber risks

2. Professional Indemnity Insurance

2.1 Insured

Digitally Enabled Design Partner

2.2 Interest

To indemnify the Insured (as set out in section 2.1 above) for all sums which the Insured shall become legally liable to pay (including claimant's costs and expenses) as a result of any claim or claims first made against the Insured (as set out in section 2.1 above) during the Period of insurance (as set out in section 2.6 below) by reason of any act, error and/or omission arising from or in connection with professional services relevant to the contract.

2.3 Limit of indemnity

Not less than twenty million pounds (£20,000,000) in respect of any one claim without limit to the number of claims in any annual policy period but twenty million pounds (£20,000,000) in respect of any one claim any in the annual aggregate for liability arising out of pollution or contamination (to the extent insured by the relevant policy) and five million pounds (£5,000,000) in respect of asbestos (to the extent insured by the relevant policy).

2.4 Maximum deductible threshold

NOT USED.

2.5 Territorial limits

United Kingdom.

2.6 Period of insurance

From the date of the contract for the duration of the contract renewable on an annual basis unless agreed otherwise by the parties and a period of twelve (12) years following the expiry or termination of the contract whichever occurs earlier.

2.7 Cover features and extensions

1. Loss of documents and computer records extension.
2. Legal liability assumed under contract, duty of care agreements and collateral warranties.
3. Retroactive cover from the date of the contract or retroactive date no later than the date of the contract in respect of any policy provided on a claims made form of policy wording.

2.8 Principal exclusions

1. War and related perils.
2. Nuclear/radioactive risks.
3. Insolvency of the Insured
4. Bodily injury, sickness, disease or death sustained by any employee

3. Policies to be taken out as required by United Kingdom law.

Parties to the contract are required to meet their statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, employers' liability insurance and motor third party liability insurance.

The limit of indemnity for the employers' liability insurance shall not be 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 statutory insurances to contain an indemnity to principals clause in respect of claims made against the *Client* and other Partners arising out of the performance of the Partner of his duties under the contract.

The insurance shall be maintained from the date of the contract throughout the period of the contract.

Production Management Partner

Insurance Table (Required Insurances) Production Management Partner

1. Third Party Public and Products Liability Insurance

1.1 Insured

1. Production Management Partner

1.2 Interest

To indemnify the Insured (as set out in section 1.1 above) in respect of all sums that the Insured (as set out in section 1.1 above) may become legally liable to pay whether contractually or otherwise (including claimant's costs and expenses) as damages in respect of accidental;

1. death or bodily injury, illness or disease contracted by any person;
 2. loss or damage to property;
 3. interference to property or any easement right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance, loss of amenities;
- happening during the Period of insurance (as set out in section 1.6 below) and arising out of or in connection with the contract.

1.3 Limit of Indemnity

Not less than ten million pounds (£10,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but in the annual aggregate in respect of products or pollution liability (to the extent insured by the policy).

1.4 Maximum deductible threshold

NOT USED.

1.5 Territorial limits

United Kingdom and elsewhere in the world in respect of non-manual visits.

1.6 Period of insurance

From the date of the contract for the duration of the contract renewable on an annual basis unless agreed otherwise by the parties.

1.7 Cover features and extensions

1. Cross liability clause
2. Contingent motor vehicle liability

3.	Legal defence costs in addition to the limit of indemnity
4.	Waiver of subrogation for the <i>Client</i>
5.	Indemnity to principals clause
6.	Health & Safety at Work Act(s) clause
7.	Data Protection legislation clause
8.	Consumer Protection Act 1987
1.8	<u>Principal exclusions</u>
1.	War and related perils.
2.	Nuclear/radioactive risks.
3.	Liability for death, illness, disease or bodily injury sustained by employees of the Insured (as set out in section 1.1 above) arising out of the course of their employment.
4.	Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
5.	Liability in respect of predetermined penalties or liquidated damages imposed under the contract.
6.	Liability arising from the ownership, possession or use of any aircraft or marine vessels.
7.	Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
8.	Events more properly covered under the Professional Indemnity Insurance policy.
9.	Liability arising from toxic mould
10.	Liability arising from asbestos
11.	Cyber risks
2.	Professional Indemnity Insurance
2.1	<u>Insured</u> Production Management Partner
2.2	<u>Interest</u> To indemnify the Insured (as set out in section 2.1 above) for all sums which the Insured shall become legally liable to pay (including claimant's costs and expenses) as a result of any claim or claims first made against the Insured (as set out in section 2.1 above) during the Period of insurance (as set out in section 2.6 below) by reason of any act, error and/or omission arising from or in connection with professional services relevant to the contract.
2.3	<u>Limit of indemnity</u> Not less than ten million pounds (£10,000,000) in respect of any one claim without limit to the number of claims in any annual policy period but ten million pounds (£10,000,000) in respect of any one claim any in the annual aggregate for liability arising out of pollution or contamination (to the extent insured by the relevant policy) and five million pounds (£5,000,000)

	in respect of asbestos (to the extent insured by the relevant policy).
2.4	<u>Maximum deductible threshold</u> NOT USED.
2.5	<u>Territorial limits</u> United Kingdom.
2.6	<u>Period of insurance</u> From the date of the contract for the duration of the contract renewable on an annual basis unless agreed otherwise by the parties and a period of twelve (12) years following the expiry or termination of the contract whichever occurs earlier.
2.7	<u>Cover features and extensions</u>
1.	Loss of documents and computer records extension.
2.	Legal liability assumed under contract, duty of care agreements and collateral warranties.
3.	Retroactive cover from the date of the contract or retroactive date no later than the date of the contract in respect of any policy provided on a claims made form of policy wording.
2.8	<u>Principal exclusions</u>
1.	War and related perils.
2.	Nuclear/radioactive risks.
3.	Insolvency of the Insured
4.	Bodily injury, sickness, disease or death sustained by any employee
3.	Policies to be taken out as required by United Kingdom law. Parties to the contract are required to meet their statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, employers' liability insurance and motor third party liability insurance. The limit of indemnity for the employers' liability insurance shall not be 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 statutory insurances to contain an indemnity to principals clause in respect of claims made against the <i>Client</i> and other Partners arising out of the performance of the Partner of his duties under the contract. The insurance shall be maintained from the date of the contract throughout the period of the contract.

Annex D Alliance Inclusion Action Plan

Partner Guidance

The *Client's* objective is to embed the principles of EDI into all areas of its business, driving real change in how it works with its customers and communities, its Supply Chain and its employees. The *Client* believes that in order to achieve its vision of being the world's leading road operator it must better understand and meet the different needs of its large and diverse customer base and factor these needs in to the design and delivery of service.

This requires the *Client* to work collaboratively with partners so that its workplaces are inclusive, and the strategic road network is accessible and integrated for both its users and communities living alongside the network. We therefore require our Partners to demonstrate how they develop an iterative approach in supporting the *Client* in meeting its EDI objective through the life of the contract. We also believe that to achieve outstanding performance we must attract, recruit, develop and retain talented people from all groups within the active labour force and then work to ensure an inclusive environment in which all can thrive. The *Client* expects our Partners to share and promote the same values in terms of equality, diversity and inclusion as well as supporting our wider vision.

The purpose of the Inclusion Action Plan is to cover key areas of EDI by fulfilling the objectives as described above.

The Action Plan should be accompanied by some contextual information including reference to your key relevant policies. The Action Plan should relate specifically to the *works* you are contracted for.

All relevant information for the submission is to be included and the total Action Plan should not exceed 20 pages with the exception of any appendices. Any appendices should only include relevant policies as any other information is not considered. Within the action plan outline how you ensure that EDI requirements are met within your organisation and across your team selected to deliver this service paying particular attention to how you

- attract, recruit and retain a greater diversity of new entrants to the sector,
- ensure the working culture, practice and environment is inclusive,
- consider and understand the diverse needs of customers and neighbouring communities,
- holding yourselves and your Supply Chain to account in delivering the above,
- monitor and evidence year on year improvements, and
- describe what success looks like for your organisation.

Action Plan Structure

The Action Plan is structured as follows:

- current position/baseline - what does your baseline data say about where you are (this should provide some guidance as to the additional actions to be taken or actions to be dis/continued. The Equality Act's protected characteristic groups are: age, disability, gender, gender reassignment, pregnancy and maternity, race, religion/belief and sexual orientation,
- action/task – what you do to meet the requirements,
- when does this happen – when do you take the action specified above,

- person responsible – who is responsible for this action, and
- measure of success (outcome/performance indicators) – what does success look like, how do you know it has made a tangible difference and the difference this activity has made.

The areas covered below are inclusion areas that *Client*, as a minimum, requires Partners to include. Additional objectives can be added to those already included below. Any additional objectives vary depending on the situation of the company and in relation to the Scheme.

INCLUSION ACTION PLAN				Reporting Period:			
Name of Contract:		Start Date:		Finish Date:		Contract Manager:	
INTELLIGENCE							
Objective 1: To create inclusive working culture, practices and environments that enable everyone to perform to their full potential Objective 2: Consider and value the diverse needs of customers and neighbouring communities at all stages of the Scheme Objective 3: Develop wider Supply Chain capability around EDI							
Data							
Analysis							
Priorities for Action							

PART ONE – Working Culture outline the steps you will take to create a working environment and culture that enables everyone to perform to their potential								
Objective	Current position	Action/Task to meet requirements	Action date	due	Person responsible	Target position	Measure of success, how do we know it has worked?	Time frames
PART TWO – CUSTOMERS/COMMUNITY - outline the steps you will take to genuinely consider the differing needs of customers and neighbouring communities when making decisions throughout the life of the project								
Objective	Current position	Action/Task to meet requirements	Action date	due	Person responsible	Target position	Measure of success, how do we know it has worked?	Time frames
PART THREE – Governance and accountability - describe how you will hold yourselves and those in your supply chain to account in delivering and monitoring the difference made in relation to the above								
Objective	Current position	Action/Task to meet requirements	Action date	due	Person responsible	Target position	Measure of success, how do we know it has worked?	Time frames

Annex E Alliance Employment and Skills Plan

Section 1 - workforce planning and development data

This section includes as a minimum, analysis and reports on workforce planning and development data for the Alliance. This analysis includes as a minimum

- an assessment of supply and demand capacity and capability needed to deliver the *works*,
- a forecast of annual gaps in capacity and capability for the duration of the *works*, with updates and identification of those gaps that are critical. Gaps are described using the *Client's* occupational descriptors (see link in Annex A) plus any new occupations identified as needed to support digital construction / other innovations. New descriptors are agreed with the Alliance Manager,
- a baseline workforce diversity profile,
- an assessment of market intelligence, and
- preferred employment and skills solutions to address capacity and skills gaps.

Section 2 – methodology

This section describes

- how the Alliance community have been engaged in the development and their support secured for subsequent delivery of the plan, and
- how the target outputs as set out in the Employment and Skills Plan have been identified, and how the Alliance community contribute to the Alliance achieving National Skills Academy status.

Section 3 – statement of outputs

This section includes a statement of all outputs to be delivered as part of the plan. As a minimum these include

- improvement in its inclusive recruitment capability verified by a recognised inclusive recruitment specialist,
- 2.5% of the total workforce forecast to be or engaged on the contract is on a formal apprenticeship programme,
- quantification of each of the National Skills Academy outputs scheduled in the table below, influenced by the needs of Road Period 1, 2 and 3 and the context and how these are delivered.

In delivering on the apprenticeship targets, the *Client* is committed to increasing the diversity of the sector's workforce therefore the Alliance are committed to achieving ambitions in the Transport Infrastructure Skills Strategy (see link in Annex A) and any subsequent versions released.

Output, priority and definition		
Output type	Priority area	Definition
Worklessness		
Workless job start (26 weeks sustained)	<input type="checkbox"/>	A new job start, sustained for at least 26 weeks, where the candidate was previously workless prior to being

		employed.
Workless graduate job start	<input type="checkbox"/>	A graduate job start where the candidate was previously workless.
Apprenticeships		
Apprenticeship start	<input type="checkbox"/>	A new employee of the Alliance and/or Suppliers throughout the tiers recruited as an apprentice into the workforce and enrolled on an approved apprenticeship standard relevant to the delivery of the <i>works</i> .
Existing apprenticeship		An existing member of staff who is enrolled onto an approved apprenticeship standard to up skill the workforce.
Job creation		
Job start		A new job start for an individual recruited as a result of the contract. This could include a graduate job start (non-workless).
Education/carers support		
Placement position		A position intended to enable an individual to learn, develop or enhance their knowledge and skills in an industry or job role by providing a short work experience placement.
Professional status attainment		Number of individuals supported to attain professional registration and status in agreed critical skills shortage disciplines at no cost to the individual. This includes registration at Technician, Incorporated and Chartered levels.
Sector skills qualification attainment		Number of individuals supported to attain technical or occupational skills relevant to the delivery of the <i>works</i> at no cost the individual. This includes National Vocational Qualifications (NVQs), health and safety qualifications, leadership qualifications.
School engagement		Education activities that enhance the reputation of the sector and support schools and school students by raising awareness of and interest in the educational and employment opportunities in the industry.

The following output assist the Alliance in achieving the objective of a shared training initiatives such as shared apprenticeship schemes.

Section 4 – AESP

The plan includes an action plan detailing

- what actions the Alliance plans to take to deliver on the objectives,
- what the milestones are to complete these actions,
- when these milestones are delivered,
- what outputs and outcomes it expects to achieve, and
- who is responsible for delivering each action.

The plan details

- how compliance is supported, managed and monitored by the Alliance and the Subcontractors,
- how the effectiveness of the plan is evaluated, lessons learned, captured and shared to improve employment and skills practice by all the Alliance, and
- how the Alliance intend to build capability to deliver inclusive recruitment.

In relation to improving inclusive recruitment capability the plan must include

- how the Alliance proposes to review attraction and recruitment policies and procedures to ensure the eradication of practices that are discriminatory, create unfair conditions of employment or create unequal rates of pay that cannot be justified,
- how the Alliance proposes to identify and remove existing and potential barriers, as outlined in 'Recruiting for Success' (see link in Annex A), which result in disproportionate impacts at different stages of the recruitment process (job design, role descriptions, job adverts, application, shortlisting, interview and hire) whether by the Alliance or the Supply Chain (including recruitment/labour agencies),
- how the Alliance proposes to engage in outreach activity and publicise vacancies to encourage applicants from a diverse range of groups. This should include how the Alliance analyses the local demographic and works with relevant Partners to ensure that employment opportunities contribute as effectively as possible to local economic growth and that the contract's workforce becomes increasingly reflective of the diverse communities served by the Road Period,
- how the Alliance proposes to quantitatively and qualitatively monitor and reports on the effectiveness of its attraction, recruitment and promotion activity by protected characteristics,
- how the Alliance proposes to gain external verification from a recognised inclusive recruitment specialist of the inclusiveness of their recruitment practice,
- how the Alliance proposes to review and support each of its Subcontractors and sub-subcontractors to adopt and implement an inclusive attraction and recruitment policy and action plan in respect of their respective workforces engaged in the performance of the contract, and

- how the Alliance collaborates with the *Client* to effectively share good practice, learns and improves the Road Period efficiency and performance in attracting and recruiting a workforce that reflects the diverse communities to be served by the Road Period.

The Alliance nominates an individual as employment and skills lead to

- be responsible for ensuring the implementation, on-going development of the AESP,
- ensure quarterly reports and information are provided as required,
- facilitate continuous improvement reviews,
- act as a single point of contact between the *Client* and Alliance's personnel on all matters concerning employment and skills for the *works*.

The Alliance provides an annual report of the Alliance workforce planning and development data.

The Alliance supports the *Client*, in undertaking continuous improvement reviews of any and all information regarding progress in delivering against the provisions of employment and skills requirements including

- b. ensuring that its partners and Subcontractors maintain and retain records relating to the employment and skills plan and their compliance within the provisions of the Scope for the duration of the contract,
- c. granting or procuring the grant of access to any,
 - premises used in the Alliance performance of this agreement, whether the Alliance own premises or otherwise, and
 - Equipment (including all computer hardware and software databases) used in the performance of the Alliance's obligations.

Annex F Special activities and requirements

The following details a non-exhaustive list of special activities and requirements of the *Client* to be undertaken by the Alliance for each of the work stages.

Design period 2 (Design Fix 1 to 2)

General

The Alliance reviews and confirms the baseline conditions by

- following the guidance and recommendations of the SMP Survey Guide (see link in Annex A),
- collecting and reviewing existing asset data from available sources, including survey work specifically commissioned by the *Client* for the Scheme, asset databases, four year forward maintenance programmes, National Roads Telecommunications Services (NRTS), and other *Client*, Partners and sources,
- procuring necessary further surveys which may include topographic, geotechnical, ducting, drainage, pavement, structures, communications, lighting, and asbestos surveys,
- preparing a 3D model to allow optimisation of key features based on operations and safety considerations, and
- developing the intervention design following the guidance and recommendations of the SMP Design Guide (see link in Annex A).

Highways

The Alliance

- develops initial signing strategy to identify Advance Direction Signs (ADSs) and all other large sign locations,
- develops initial drainage strategy and engage the Environment Agency and the *Client* (e.g. SES and OD),
- agrees the lighting strategy,
- confirms fixed taper point strategy, including associated Remotely Operated Temporary Traffic Management (ROTTM) signs,
- reviews pavement condition survey information and develops a pavement strategy to indicate the proposals for the refurbishment of the hard shoulder and other running lanes as required from the data available,
- develops low-noise surfacing strategy,
- develops central reserve Vehicle Restraint System (VRS) preliminary design with road cross-section,
- develops and submits departures from standard to SES,
- prepares and submits departures from standards (that affect the environmental assessment),

- develops preliminary design using REM and produces details at minimum 1:1250 including
 - gantry locations,
 - junction layouts,
 - emergency refuge area locations, and
 - cross section and lane configurations,
- identifies sites for turnarounds,
- identifies site clearance extents, and
- develops Design Strategy Record, as required by IAN 161 or its successor (see link in Annex A).

Structures

The Alliance

- verifies the list of all structures for Scheme (Initial list from SMIS) and identify the constraints at all structures,
- identifies MS3 bases for reuse,
- liaises with the *Client* and Others to understand condition of structures and any intended maintenance *works*,
- reviews physical survey information from completed early programmed *works* – predominantly identification of ducts through structures,
- identifies any additional physical survey information required at specific structures identified during operational concept work at Design Fix 1, locations of structures based on Scheme-specific preferred options,
- uses detailed LiDAR survey information received to verify structures concept options at 'pinch points' from Design Fix 1,
- inputs to initial 3D (BIM) model with information about existing structures and gantries and initial new gantry information,
- completes a review of headroom through all overbridge structures,
- identifies at risk supports to overbridges in accordance with IAN 91 (see link in Annex A),
- identifies and classifies parapets on underbridges in accordance with IAN 97 (see link in Annex A),
- reviews existing assessment and inspection information on structures and completion of Review of Existing Asset Forms (REAFs) in accordance with BD95 to identify any assessments required on existing structures for the change in use for ALR,
- liaises with SES to discuss and agree the REAF process and agree the need for any further assessment,

- produces Approval in Principle (AIP) document where needed for any further agreed assessment work,
- continues liaising with Network Rail for structures that require works identified in Design Fix 1 to develop options further and review programme implications. Identify all structure references (Network Rail) Engineering Line Reference (ELR) and zone,
- agrees concepts for gantry structure types, making use of existing gantry foundations where the position and condition is suitable,
- reviews of existing gantries for re-use in the Scheme to confirm suitability in accordance with IAN161. Produce Record of Structural Review Forms (RSRFs) in accordance with BD101 and agrees outcomes with SES, and
- identifies standard products to be used.

Geotechnical

The Alliance

- undertakes *works* in accordance with HD22 “Managing Geotechnical Risk” and in accordance with BS EN 1997-1:2004+A1:2013 “Geotechnical Design” (see link in Annex A),
- provides a Statement of Intent (Sol) in accordance with HD22 describing the proposed investigation strategy, the design strategy and the certification strategy. Agree the content of the Geotechnical Design Report (GDR) in advance through liaison with the SES Geotechnical Advisers,
- describes in the Sol the strategy for ground investigation and recognises the aspiration not to undertake abortive ground investigation *works*. The Sol contains a gap analysis matrix of what data is intended to be procured as part of the subsequent studies,
- provides a Preliminary Sources Study Report (PSSR) in accordance with HD22 and as described in the Sol. The PSSR recognise the data currently available in Highways Geotechnical Management System (HAGDMS) or as separately provided to the Alliance by the *Client*,
- assesses the extent and quality of topographic survey and identify any gaps and undertake further surveys to sufficiently inform detailed design,
- undertakes appropriate outline optioneering designs based on interpreted parameters as identified in the PSSR,
- liaises with the *Client* and Others to understand the local geotechnical conditions and to understand any intended proposed geotechnical works,
- liaises with the *Client* and Others to ensure that contemporaneous earthworks inspection records are available on HAGDMS prior to construction *works* commencing,
- provides a Geotechnical Risk Register which takes into account of the Alliance’s intended strategy for investigation and design. Geotechnical Risk Registers are Registers produced for each Scheme that record and manage geotechnical risks

on each Scheme. The risk register is in sufficient detail to identify each individual proposed structure or earthwork. The Alliance provide a detailed strategy, scope of *works* and specification for a proposed targeted ground investigation. The scope of the ground investigation is agreed in advance through liaison with the SES Geotechnical Advisers,

- undertakes consultation with relevant stakeholders including the *Client's* SES Geotechnical Advisers, OD and the Product Delivery team, and
- reviews the structural integrity and residual life of Acoustic and Environmental Barriers.

Technology

The Alliance

- prepares the technology and lighting design incorporating into the 3D model for development in accordance with BIM requirements,
- prepares and submits major technology departures from standards,
- prepares and submits Statutory Undertaker 'C3' requests, and
- reviews, validates and incorporates in the design, where appropriate, information that is made available to the Alliance in the Order, including
 - details of on-site surveys completed to establish the location and condition of Cross Carriageway Ducts (CCDs) and Ducts Through Structures (DTS). The Partners review the information and modify the design as appropriate,
 - Technology Performance Management System (TPMS) data covering all the roadside technology has been received and the Alliance reviews the information and include the data in the design as required,
 - Electricity Interface (EI) cabinets have been identified from the TPMS data and the DNOs have been contacted to establish EI load capacities,
 - As built drawings have been received from NRTS Co. The Alliance reviews the information and modifies the design as required,
 - Statutory Undertakers and utility providers have been contacted and information including contact details has been stored ('C2' requests). The Alliance reviews the information and modifies the design as require, and
 - new or upgraded DNO power supply requirements (including consideration of 'dual feed supply') and starts procurement process.

Environment

The Alliance

- satisfies itself that the scoping report and any other environmental and survey information is fit for purpose and is acceptable for the basis for the environmental assessment,
- provides GIS layers and data in accordance with the Scope,

- reviews and updates, as necessary, the records provided by the *Client* of the key environmental constraints and the issues that require attention. A series of proposals have also been made concerning rectifications and enhancements that require examination,
- prepares proposals to deliver the *Client's* requirements for mitigation/rectification and enhancement,
- reviews and design-out the indicative locations of proposed additional noise barriers,
- undertakes an approach to design that minimises the number of design iterations such as through the design out approach to noise barriers,
- ensures that environmental constraints and opportunities are factored into engineering design considerations at an early stage and that integration between geotechnics and the environmental discipline is in place,
- prepares a risk rating of the Scheme corridor across the environmental topics scoped into the assessment,
- keeps under review the robustness of the determination and alert the *Client* as soon as it becomes apparent that a risk exists that the determination could be unsecure,
- undertakes assessment and justification activities to deliver the rectifications and enhancements identified within the scoping report and which are necessary to deliver the *Client's* policy and objectives. This is in a manner to enable a confirmed Scheme definition to be delivered at Design Fix 2 such that the assessment is on a sound foundation.
- assesses and reports the significance of any changes that result to the Scheme post Design Fix 3 along with any associated mitigation, monitoring or management actions.

Material resources

The Alliance

- takes steps to reduce the demand for resources upon the market for construction materials by maximising the quantities of Site won and by maximising their value within the Scheme, and
- identifies and assigns a value to materials that may be useable on other infrastructure projects.

Design period 3 (Design Fix 2 to 3)

General

The Alliance develops the intervention by

- following the guidance and recommendations of the SMP Survey Guide, and
- developing the intervention design following the guidance and recommendations of the SMP Design Guide.

Highways

The Alliance

- agrees signing strategy with SES and OD Area team, confirming start and end Variable Mandatory Speed Limits (VMSL) signs (required for Statutory Instrument),
- reviews, as appropriate, the drainage strategy including surface water collection system, ditches, outfalls and attenuation requirements,
- develops verge VRS preliminary design,
- finalises central reserve VRS design and carriageway cross-section,
- develops the pavement strategy,
- develops the preliminary design from Design Fix 2 using the REM, and includes any turnarounds,
- identifies and submits remaining departures from standard (note these do not affect the Environmental Assessment), and notes other environmental constraints,
- provides information for the commercial and procurement estimate using Form 303, and
- develops the Design Strategy Record, as required by IAN 161.

Structures

The Alliance

- continues to provide input to the 3D model of the Scheme,
- undertakes assessment of existing structures in accordance with AIP where agreed through REAF process,
- undertakes preliminary design of any pier strengthening works identified at overbridges through the IAN 91 process. Produces AIPs for the design proposal(s), if appropriate,
- undertakes preliminary design of any parapet works to underbridges identified through the IAN 97 process and/or strengthening works identified through assessment. This is agreed through an optioneering process in consultation with SES. Produce AIP(s) for the design, if appropriate,
- undertakes preliminary design of preferred options on structures with Network Rail interface,
- undertakes preliminary design options for new gantries. Agrees approach through an optioneering process with SES,
- prepares AIPs for all new gantry designs,
- undertakes preliminary design of retaining wall solutions (e.g. at Emergency Refuge Areas (ERAs) and gantry blisters. Agrees approach through an

optioneering process with SES. Prepare AIP(s) for the design process, if appropriate,

- identifies all departures from standards required for structures issues,
- identifies all ancillary items requiring structural design aspects (for example, but not limited to CCTV cameras and sign bases),
- liaises with the *Client's* SMIS team for new structures references,
- inputs to Design Strategy Record, as required by IAN 161,
- identifies additional work to existing structures to be included in the scope as part of the requirement for five years of major renewals free network, through liaison with OD Area teams. This may typically include
 - replacement of joints on underbridges,
 - replacement of surfacing at underbridges,
 - repair or replacement of waterproofing at underbridges,
 - concrete repairs, and
 - maintenance painting,
- undertakes the following with regard to existing portal and cantilever structures used for signs and signals to
 - identify any gantries to be permanently removed or relocated and record the appropriate details e.g. type, age, function, etc.,
 - if they are not required on the Scheme, consult with the *Client's* National Distribution Centre (NDC) at Telford early in the process, to confirm if they want the gantries returning to stores for refurbishment and re-use,
 - prepare and submit departure from standards for the reuse of existing gantries within the Scheme. Includes those required for change to current loading requirements and access provision as applicable,
 - identify any gantry refurbishment requirements (including painting, fatigue repairs, and make arrangements as necessary for the refurbishment works to be undertaken,
 - inform SMIS of planned reuse of whole or part and also removal, and
 - note for reused infrastructure all dimensions to be confirmed. Do not assume records are correct in all details.

Geotechnical

The Alliance

- undertakes a 'targeted' ground investigation based on the need as identified in the work undertaken for the Sol and the PSSR,
- provides a Ground Investigation Report (GIR) that takes account of all available ground investigation data,

- provides appropriate geotechnical parameters for inclusion in the structural AIPs and agree the approach to retaining solutions through an optioneering process with SES and the other Partners,
- undertakes preliminary assessment of slope stability, strengthened earthworks and retaining solutions,
- undertakes preliminary designs for sub-structures to gantries,
- updates the detailed Geotechnical Risk Register based on the results of the targeted ground investigation and preliminary designs. The Alliance reviews all aspects of the works which may have an impact on or be influenced by the geotechnical asset,
- liaises with the SMP production team to undertake Value Engineering (VE) in the context of delivery of corporate and Scheme objectives. This includes reviewing the design, taking account of likely methods of construction and temporary works as identified during the VE exercise,
- prepares technical notes that respond to individual issues or combinations of issues, (including environmental), and
- provides input to the understanding of material resource requirements

Technology

The Alliance

- completes the communications and power design to include documentation and drawings which together form the communications detailed design package,
- incorporates in the detailed design, electrical and electronic technology systems including but not limited to gantries, message signs, signals, Radar MIDAS, inductive loops, Emergency Roadside Telephones (ERTs), digital enforcement equipment, ROTTM signs 'zero light' CCTV Equipment,
- confirms potential wayleave requirements for new EI supplies and finalise power design,
- completes the preparation and submission of departures from standard.
- liaises with both internal and external interfaces to obtain sufficient information and understanding of the various requirements of the design,
- commences the NRTS liaison in accordance with the recommendations of the Design Guide and NRTS Co. documentation. Issues preliminary design followed by detailed design to NRTS and review the NRTS Technology Acquisition Form (TAF) when submitted,
- agrees digital enforcement camera locations with the respective Police Authority, Regional Enforcement Coordinator (REC) and *Client*. Commence the preparation of the digital enforcement camera system 'Evidential Trail',
- with reference to the SMP Design Guide, agrees procedures for the operation of the ROTTM signs with the *Client* and RCC Operators,

- produces a Site Data load programme with a view to completing the Site Data Design (SDD) in accordance with MCH 1700. This programme should also include indicative attendance and witnessing at the Factory Acceptance Test(s) (FATs) at the Software Maintenance Contractor (SMC) premises and the Site Acceptance Test(s) (SATs) at the Regional Control Centre (RCC) in subsequent projects stages,
- completes any required Code of Connection (CoC) requirements as per MCH 1514,
- completes MCH 1399 (which sets out the requirements to provide information about the technology assets being removed or added),
- adds technology and lighting into the 3D model for refinement,
- undertakes the following with regards ramp metering
 - reviews TPMS records and as built drawings to identify any existing ramp metering sites. Then follow the *Client* guidance on the treatment of ramp metering sites within SMP Schemes MPI-33-082014 (see link in Annex A),
- undertakes the following with regards ROTTM signs
 - consults with the *Client* and agrees Fixed Taper Points (FTP)s for location of the ROTTM signs. Include ROTTM signs within the design following the recommendations and guidance within the SMP Design Guide(see link in Annex A) Sign Specification TR2603A and IAN 150 (see link in Annex A).

Environment

The Alliance

- prepares the environmental assessment, EMP, public information exercise,
- considers the full scope of site clearance (including all temporary works areas),
- considers where engineering damages root systems and identifies where opportunities to coppice are,
- determines locations of environmental / acoustic barriers and considers future maintenance of whole estate around them,
- develops landscape designs, including offsite works (if required), and
- identifies and prepares any environmental / protected species licenses.

Environmental reporting undertaken by the Alliance is to be proportionate and focused ensuring that the extent of reporting reflects the significance of each topic, or element within a topic (e.g. a listed building within the heritage topic) in accordance with IAN 126 (see link in Annex A). The objective is to provide a concise appreciation of the beneficial and adverse environmental consequences of the Scheme for each significant impact. The landscape assessment subsumes an assessment of any visual effects upon the setting of heritage assets subject to review by the *Client*.

The Alliance makes full use of standard reporting templates and data tables within all reports.

Material resources

The Alliance

- takes steps to minimise the need for high grade resources, the supply of which may pose a risk to Scheme schedule or cost,
- where reporting is required, agrees the format with the *Client*,
- determines the potential supply risk, drawing upon information sought from the Alliance Manager regarding evidence of potential supply constraints occurring within 30 miles of the proposed Scheme. Such information is based upon awareness of existing material purchasing challenges and price trends, as well as awareness of other nearby infrastructure projects with a need for similar materials,
- assigns the Scheme into a category based on the potential for supply constraint and materials efficiency potential on the basis of the information available at the time.

Potential supply constraints	Potential materials efficiency	Mineral planning consultation requirement
A – No known constraints or evidence of undue price inflation.	1 – Unlikely that synergies between infrastructure projects would occur.	Not required
B – Potential pressures on supply due to production constraints or elevated demand.	2 – Potential synergies with other infrastructure projects for delivery within 30 miles of Scheme in similar timescales.	Consider Need to Consult
C – Existing and future production constraints or demand from other dominant infrastructure projects.	3 – Likely synergies with other infrastructure projects for delivery within 30 miles of Scheme in similar timescales.	Consult

- notes that Schemes that fall within category A1 do not require Mineral Planning Authorities to be identified within the Specialist Consultation(s) section of the Sol and thus no notifications to the Mineral Planning Authorities of the mineral demand are necessary,
- reports the preliminary evaluation of the Material Supply Risk category and the opportunity for material efficiency based upon the value of the anticipated surplus materials. In addition, document consideration of the material requirements and profiles of the materials anticipated to be surplus to the needs of the Scheme,
- provides an overview of the material types that are expected to be imported to the Scheme and potential origins. It should be recognised that there may be specific geotechnical site conditions that lend themselves to a prescriptive approach to material types, and not all materials are suitable for all locations,
- identifies materials that may be useable on other infrastructure projects. These are to be assigned a value and arrangements put in place to maximise the realisation of such value,
- records discussions with local Mineral Planning Authorities the possible availability of secondary mineral resources and other major development proposals also likely to be placing a demand on local mineral supplies,

- submits information within a spreadsheet to Alliance Manager at the same time as submission of the reporting (above) to the *Client*. The spreadsheet and the reporting covers the following items
 - principal materials,
 - estimated quantity,
 - potential value associated with in Scheme re-use,
 - potential value associated with external re-use, and
 - location,
- demonstrates to the *Client* that the principal materials proposed for Scheme use do not result in the use of a high value resource where a low value substitute could be sourced locally to the Scheme. This is not to preclude such down-cycling of materials, but rather to ensure that such decisions are taken consciously in the knowledge that other beneficial uses are not economically viable to the public purse,
- estimates the potential carbon emissions associated with the provision of major materials, as agreed with the *Client*, from primary and secondary sources should be separately recorded and provided electronically to the *Client's* Sustainability Team, and
- at Design Fix 3, prepares a statement of options for the economically beneficial use of excavated materials within other public infrastructure projects. A broad appreciation of the sustainability benefits and costs associated with the re-use of such materials should also be presented.

Progression beyond Design Fix 3 (PCF stage 3, SGAR3) is subject to approval of business case by the *Client*.

Design period 4 (Design Fix 3 to 4)

General

The Alliance develops the intervention design by

- following the guidance and recommendations of the SMP Survey Guide, and
- developing the intervention design following the guidance and recommendations of the SMP Design Guide.

Highways

The Alliance

- refines the REM with final product development information,
- develops verge VRS analysis and design,
- finalises the drainage models and identifies quantum of all main elements,
- develops the pavement design to identify all areas for widening, reconstruction or rehabilitation, and material types and layer thicknesses,

- develops drainage surface water collection system, ditches, outfalls and attenuation requirements,
- develops 'all' sign locations, determines sign sizes, posts and foundations,
- applies to SES for non-prescribed signs (for Department for Transport approval),
- prepares a detailed design and Scheme information target pricing purposes,
- submits remaining departures from standard (that do not impact the environmental assessment) and ongoing liaison with the SES,
- continues liaising with *Client's* OD Area Teams regarding details of the work scope, including maintenance items,
- develops standardised solutions and details (with reference to those included in the SMP Design Guide), and
- develops the Design Strategy Record, as required by IAN 161.

Structures

The Alliance

- refines the 3D model with final product development information,
- prepares the detailed design and scope for existing structures, including additional works required to achieve the five years' major renewals free period,
- prepares the detailed design of gantries and production of scope,
- prepares the detailed design and scope for Scheme for retaining solutions and ancillary items,
- completes submissions for departures from standards,
- continues input to the Design Strategy Record, as required by IAN 161,
- interfaces with Partners and key stakeholders to undertake VE, and
- continues stakeholder engagement with the *Client* and Others: SES, OD Area Teams (regarding details of the work scope, including maintenance items), Network Rail and production teams to manage interface for product delivery and production aspects to meet the programme.

Geotechnical

The Alliance

- liaises with the *Client's* production teams, SMP, SES, OD Area Teams to undertake further VE and design review. The Partner reviews the design, taking account of likely methods of construction temporary works and maintenance requirements as identified during the VE exercise,
- undertakes detailed design and produces scope,
- prepares a GDR in accordance with HD22. The GDR fully describes the design process and describe where validation ground investigation and checking of designs is required, and

- updates the detailed Geotechnical Risk Register based on the results of the Value Engineering discussions.

Technology

The Alliance

- completes final surveys, review of 'C2' and 'C3' returns and detail any wayleave requirements for new DNO supplies,
- assesses the RCC 'In-station' Technology requirements and any capacity implications and identify any requirements for any new equipment or upgrades/modifications. Consult with the *Client* to agree the method for RCC upgrades,
- reviews the complete telecommunications requirements including NRTS services and any third party telecommunications requirements,
- undertakes the following with regards digital enforcement equipment to
 - assesses the RCC Technology requirements and capacity implications as per the relevant PCF product.
 - reviews the new digital equipment requirements within the RCC and establish if there are any other digital enforcement equipment systems in the same geographic area or RCC region.
 - consults with the relevant Police Authority and reviews the current 'back office' and current provider of the relevant Police Authority processing equipment.
 - identifies any cost efficiencies in the sharing / utilization of existing infrastructure/ systems. This is dependent on the *Client* nominated Supplier for the digital enforcement equipment and current Police Authority 'back office'.

Environment

The Alliance

- prepares the Outline EMP to ensure the avoidance of significant adverse effects and the realisation of the rectifications and enhancements,
- determines locations of injurious or invasive species,
- develops landscape planting strategy,
- establishes principle elements and quantities,
- identifies and assigns a value to materials that may be useable on other infrastructure projects.
- identifies and prepares any environmental/ protected species licenses necessary for construction of the permanent *works*. The Alliance reviews this requirement throughout the pre-construction phase and collaborates with others, once appointed, so that licenses are prepared as required.

Design period 5 (Design Fix 4 to 5)

General

The Alliance develops the intervention design by

- following the guidance and recommendations of the SMP Survey Guide, and
- developing the intervention design following the guidance and recommendations of the SMP Design Guide.

Highways

The Alliance

- completes the detailed design and finalises the scope for all highways infrastructure items and confirms the completed REM for these assets complies with the EIR,
- reviews all aspects of the *works* developed by the *Client's* OD Area Teams to ensure all maintenance items identified are included in the scope,
- confirms all non-prescribed signs have been approved by Department for Transport,
- completes the Stage 2 Road Safety Audit, and
- continues with input to the design strategy record, as required by IAN 161.

Structures

The Alliance

- completes the detailed design and finalises the scope for all structures items and confirms the completed 3D model for these assets complies with the EIR,
- continues with input to the Design Strategy Report, as required by IAN 161,
- produces design / assessment and check certificates in accordance with BD02 and completes all Technical Approvals procedures with SES,
- completes approvals procedures with Network Rail and ensure product delivery process and programme in place,
- reviews all aspects of the works by the *Client's* OD Area Teams to ensure all maintenance items identified are included in the scope, and
- considers the end of life use of the infrastructure asset and determine its flexibility and recyclability for maintenance; change of use and demolition. Consider the design of those elements that would make the asset difficult to deconstruct or recycle (i.e. substitute hazardous with non-hazardous materials) except where there is a conflict with safety or over-riding economic arguments.

Geotechnical

The Alliance

- undertakes final detailed design and produces scope for construction,

- provides specification for the validation ground investigations including design criteria to be validated,
- ensures that Geotechnical Certification in accordance with HD22 and as described in the Sol is complete, and
- liaises with the *Client* and Others to ensure that any geotechnical maintenance issues are included in the scope package.

Technology

The Alliance

- enables existing Midas loops as traffic counters. In accordance with MCH 1700 Site Data Design process, liaise with the site data administrators to enable the loops at the appropriate site data design and load stage, and
- completes a 56 day traffic count and review the Calibration and Optimisation process (CALO) as per MCH 2584.

Environment

The Alliance

- finalises landscape planting design consistent with construction drawings, site clearance and temporary works areas.

Material resources

The Alliance

- takes steps to reduce the demand for resources upon the market for construction materials by maximising the quantities of site won and by maximising their value within the Scheme,
- identifies materials that may be useable on other infrastructure projects. These are to be assigned a value and arrangements put in place to maximise the realisation of such value,
- notes that the quantities of surplus resources should be minimised through design. Disposal to landfill should be avoided by following the waste hierarchy (i.e. prevention, preparing for reuse, recovery, recycle and disposal),
- aims to minimise the quantities of materials required, but also maximise the use of secondary materials from local sources where these are economically viable,
- details an update on the estimates for the re-use of excavated material and appropriate earthworks acceptability criteria. These are to comprise not only the material re-used within the Scheme but also document the transfers to be achieved either to or from other public sector infrastructure providers. The following is to be recorded and provided to the *Client's* Commercial and Procurement as a spreadsheet in accordance with the specified format
 - materials re-use from within the Scheme,
 - primary aggregate deployed on the Scheme,
 - the distance from which primary aggregate are sourced,

- secondary materials deployed on the Scheme,
- the distance from which the secondary materials are sourced,
- quantities by material type exported from the site for re-use on named public sector infrastructure projects, and
- quantities and type of materials exported to landfill,
- details in the sustainability commitments associated with construction materials provided within the quality submission have been met or exceeded. The progress made against each commitment alongside any expectations that are required by the *Client* is recorded,
- details the analysis of the carbon footprint, distance and mode by which the main construction materials have been brought to the site as judged by quantity and price. Hence small quantities of high value materials are to be reported alongside high volume low value materials,
- where materials selection has a bearing upon the maintenance cycle and subsequent material requirements, then the implications on short and medium-term material constraints and efficiency should be briefly summarised, and
- where environmental commitments establish an operational envelope in which the impacts associated with the supply and disposal of materials have been assessed, then demonstrates that the Alliance remains within this envelope. Where significant environmental externalities have been avoided/ mitigated through material efficiencies then this also should be recorded.

Pre-construction support

The Alliance

- works collaboratively other stakeholders to develop a safe, buildable, maintainable and efficient design,
- considers the impact of any changes to the design on the Scheme assessment, and undertake any necessary re-assessment of the Scheme,
- collaborates to address Technical Queries (TQs) or requests for information in such a way that supports the successful delivery of the SMP,
- manages the interface with NRTS until a TAF has been agreed, when the management responsibility passes to the Alliance,
- promotes and assists in identifying and evaluating design and technical aspects of value engineering solutions to help deliver the Scheme more efficiently, and
- maintains the 3D interactive design model (or similar), in a format capable of transfer to BIM in accordance with S1700 Information management.

Progression beyond Design Fix 5 (PCF stage 5, SGAR5) is subject to approval of business case by the *Client*.

Design period 6 (Design Fix 5 to handover (IAN 182 (see link in Annex A) stage E)

General

The Alliance

- works collaboratively with other stakeholders in an efficient and timely manner to develop a safe, buildable, maintainable and efficient design,
- considers the impact of any changes to the design on the Scheme environmental assessment and undertake any necessary re-assessment of the Scheme,
- addresses TQs or requests for information in such a way that supports the successful delivery of the SMP,
- promotes and assists in identifying and evaluating design and technical aspects of value engineering solutions to help deliver the Scheme more efficiently,
- maintains the REM, in a format capable of transfer to BIM in accordance with S1700 Information management,
- ensures all as-built highway, structures, geotechnical and technology related information is completed and handover documentation completed,
- updates all asset databases,
- prepares PCF products associated with PCF stage 6, and
- collaborates with other stakeholders and provides support as necessary to achieve efficient and effective handover into operation and custodial maintenance.

Geotechnical

The Alliance

- verifies that the selected soil parameters are appropriate for specific geotechnical design,
- provides a Geotechnical Feedback Report (GFR) in accordance with HD22/08. The GFR fully documents specific final design parameters and design rationale for each structure or earthwork requiring geotechnical input,
- provides an addendum Geotechnical Design Report if ground conditions are significantly varied from that anticipated, and
- promotes and assists in identifying and evaluating geotechnical problems and solutions, and provides input into appropriate feedback workshops.

Technology

The Alliance

- undertakes the duties of 'Calibration Engineer' as detailed in MCH 2584,
- completes the 'Digital Enforcement Camera System' 'Evidential Trail' in accordance with current *Client* guidance documentation (available from the *Client's* National Enforcement Coordinator (NEC)),
- consults with the *Client's* NEC to obtain the guidance documentation that was developed nationally and details the process to be followed for the production of the Statutory Instrument for Variable Mandatory Speed Limit enforcement,

- completes input into MCH 1349 Handover documentation and the Health and Safety File, and
- manages the interface with NRTS Co. until a TAF has been agreed, when the management responsibility passes to the Alliance.

Environment

The Alliance

- provides specialist environmental advice and support on all environmental aspects of the Scheme to ensure associated legislation compliance, industry practice and that the environmental commitments and Scheme objectives are being delivered in an effective way,
- ensures that any change issue which has the potential to impact on the Scheme budget is dealt with in the most cost-effective manner possible but without compromising the performance of the Scheme objectives,
- reviews the CEMP in an efficient and timely manner,
- updates the CEMP in an efficient and timely manner,
- supports site clearance operations,
- supports the *Client* in updating the Statutory Environmental Bodies (SEBs) on project development and any change since publication of the Notice of Determination (NOD) and approval of the Environmental Assessment Report (EAR), and
- ensures that all data is provided in a format that guarantees first time its successful upload into EnvIS and other relevant databases.

Environment

The Alliance

- provides the following outturn evidence for the Scheme in a materials efficiency spreadsheet that is submitted to the *Client's* Commercial and Procurement
 - quantity of materials by type re-used from within the Scheme,
 - primary aggregates by type deployed on the Scheme,
 - the distance and mode by which primary aggregates by type are sourced,
 - quantity of secondary materials by type deployed on the Scheme,
 - the distance and mode by which the secondary materials are sourced,
 - the quantity of materials by type exported from the site for re-use elsewhere,
 - the destination of the exported materials,
 - the quantity of materials by type exported to landfill, and
 - organisations providing construction materials or accepting surplus materials.

Post-Handover (IAN 182 stage F)

The Alliance

- collaborates with other stakeholders in undertaking the requirements of IAN 182,
- undertakes the duties of 'Calibration Engineer' as detailed in MCH 2584 and collaborates with the 'Optimisation Engineer', appointed by the *Client*, to optimise the system and deliver the Scheme benefits, and
- hands over information to the Alliance Manager as required to inform the validation of the plan for monitoring operations and the post opening project evaluation.

Annex G Continuous improvement/lean minimum requirements

Minimum requirements	Activities – lean methodologies, tools and techniques	Highways England Imperatives		
		Safety	Customer	Delivery
		Desired outcome		
1. Successful and efficient delivery of Schemes	1.1. Collaborative planning (see link in Annex A)	1.1.1. Engaging relevant parties in regular collaborative planning and production control meetings with evidenced use of effective problem solving should ensure delivery of Scheme on time, showing efforts to avoid overrun and reduce programme 1.1.2. Set baseline, measures and meaningful targets to effective collaborative planning		
	1.2. Lean maturity <ul style="list-style-type: none"> The Alliance completes the Highways England Lean Maturity Assessment (HELMA) (see link in Annex A) For each Scheme commissioned under the Alliance, the Alliance completes the Collaborative Planning Assessment (CPA) and Simplified Lean Maturity and Capability Assessment (SCLA) (see link in Annex A) 	1.2.1. The Alliance by way of self-assessment baselines its lean maturity within 12 months of operation and repeat every 12 months thereafter and presents these assessments to the <i>Client's</i> Lean Group for independent moderation 1.2.2. The Alliance aims for year on year improvement in lean maturity 1.2.3. The Schemes by way of self-assessment baseline their lean maturity within the three months of start of works followed by suitable interval of self-assessment thereafter to measure lean maturity performance and present these to the Alliance for moderation 1.2.4. Each Scheme aims for year on year improvement in both lean maturity and collaborative planning		
2. Generates tangible benefits	2.1. Lean intervention projects using a recognised lean improvement methodology e.g. Define, Measure, Analyse, Improve and Control (DMAICT), Plan–Do–Check–Act (PDCA), eight	2.1.1. The Alliance sets and ensures strategic lean efficiency targets are agreed and achieved in accordance with or exceeding the <i>Client</i> targets as per S1505 Provision of cost		

	disciplines of problem solving (8D)	<p>information</p> <p>2.1.2.The Alliance ensures each Scheme has a strategic lean efficiency target agreed in accordance with or exceeding the <i>Client's</i> targets S1505 Provision of cost information</p> <p>2.1.3.The Alliance puts in place lean deployment plans for each Scheme to generate tangible benefits through successful lean intervention projects</p>
	2.2. Lean efficiency registers	<p>2.2.1.The Alliance records all tangible efficiencies generated across all Schemes in a master efficiency register and make this information available to the <i>Client</i></p> <p>2.2.2.The Alliance records the tangible efficiencies generated on each Scheme in an efficiency register and make this information available to the <i>Client</i></p> <p>2.2.3. The Alliance implements a process for knowledge transfer and completion of the <i>Client's</i> lean tracker</p>
3. Safe and customer focused	3.1. Sort, Set in Order, Shine, Standardise and Sustain (5S) lean methodology	3.1.1.The Alliance pursues good workplace organisation leading to tangible benefits that are recorded on appropriate efficiency registers and included on the <i>Client's</i> lean tracker
	3.2. Lean safety focus intervention projects are evident	3.2.1.The Alliance delivers safety for all and included on the <i>Client's</i> lean tracker together with associated knowledge transfer packs where applicable
	3.3. Lean customer service focused interventions are evident	3.3.1.The Alliance delivers customer needs and provide tangible realised benefits that are included on the <i>Client's</i> lean tracker and knowledge transfer packs
4. Shared knowledge and good practice	4.1. A3 summary sheets, Scheme efficiency registers, <i>Client's</i> lean tracker	4.1.1.The Alliance capture the efficiencies generated on each Scheme through the

		<p>regular and timely completion of Scheme efficiency registers and wider <i>Client</i> trackers to facilitate sharing of knowledge</p> <p>4.1.2.The Alliance implements a process for identifying and implementing best practice and measures to demonstrate and quantify the sharing of knowledge and good practice</p> <p>4.1.3.The Alliance actively involves the <i>Client</i>, Partners and relevant stakeholders in the sharing good practice</p> <p>4.1.4.The Alliance evidences the Supply Chain involvement in lean activities</p> <p>4.1.5.The Alliance evidences the benefits generated from learning from others and sharing transferable benefits / efficiencies</p> <p>4.1.6.The Alliance increases Supply Chain maturity and evidences of benefits created and captured through working with the Supply Chain</p>
5. Visible lean leadership	5.1. Lean champions, lean practitioners and senior managers	<p>5.1.1.The Alliance creates the right conditions for and supporting a culture of continuous improvement</p> <p>5.1.2.The Alliance takes ownership, champion lean maturity, culture and behaviours and ensure governance is in place to monitor progress against the lean implementation plan to ensure continued progress of lean maturity</p>
6. Visible and proactive adaption of innovative working methods and techniques	6.1. Lean tools, lean process and measures	<p>6.1.1.The Alliance shares transferable benefits / efficiencies</p> <p>6.1.2.The Alliance implements processes and measures for introducing and adopting innovation from inside and outside the Alliance where wider efficiency benefits have been identified</p>

		6.1.3.The Alliance continually investigates and implements new innovations and evidence of benefits created from the investigation and implementation of new and innovative solutions
7. Visible and shared performance of operational data	7.1. Production output data, records, baselining and work flow analysis	<p>7.1.1.The Alliance capture and record operational production outputs and make this information available to the <i>Client</i> e.g. drainage rates, surfacing rates, optimising Equipment</p> <p>7.1.2.The Alliance allow these results to be compared against planned outputs</p> <p>7.1.3.The Alliance demonstrates Scheme improvements in production outputs and capture benefits through the effective scrutiny of actual against expected production data</p>
8. All engaged and embracing continuous improvement/ lean	8.1. Use of lean tools and techniques and building lean capability	<p>8.1.1.The Alliance actively involves the <i>Client</i> and Subcontractors in programme and Scheme performance improvement</p> <p>8.1.2.The Alliance records training to show progress against plan and benefits and improvements can be linked back to the increase in capability</p> <p>8.1.3.The Alliance ensures lean training route way and the accurate training plan link back to the lean plan and strategy</p> <p>8.1.4.The Alliance tracks engagement using data driven engagement measures and actively involve staff in visible management</p> <p>8.1.5.The Alliance engages using visible and regular engagement through performance measurement and problem solving</p>
9. Clear understanding of how the Alliance and its Supply	9.1. Strategy, targets and deployment	9.1.1.The Alliance ensures lean is included in the strategy for each Scheme

Chain will enhance lean		<p>9.1.2.The Alliance identifies how lean can support the achievement of overall targets and Scheme targets</p> <p>9.1.3.The Alliance sets out in detail how lean is going to be implemented in order to support the expectations set out in the strategy</p> <p>9.1.4.The Alliance produces a plan of how lean is implemented on each Scheme</p>
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Annex H Quality improvement processes

The QMP worked example below demonstrates how the Partner, Scheme and Alliance quality improvement processes interact.

To prevent double counting between Partners and Scheme QMPs, the Partner quality improvement process takes precedence over Scheme quality improvement process.

	Scheme 1	Scheme 2	Scheme 3	Scheme 4	Total
Partner A	10	15	-	-	25
Partner B	20	-	-	-	20
Partner C	-	-	25	5	30
Partner D	-	-	-	-	-
Partner E	-	-	-	10	10
Partner F	-	-	-	15	15
Total	30	15	25	30	

As such, both Partner A and Partner C commence the Partner quality improvement process.

	Scheme 1	Scheme 2	Scheme 3	Scheme 4	Total
Partner A					
Partner B	20	-	-	-	20
Partner C					
Partner D	-	-	-	-	-
Partner E	-	-	-	10	10
Partner F	-	-	-	15	15
Total	20	-	-	25	

Following the removal of Partner A and Partner C from the totals, Scheme 4 commences the Scheme quality improvement process.

In the above worked example, the Alliance also commences the Alliance quality improvement process as there are 2 x 25 QMPs across the Alliance (two escalated Partners).

N.B. This worked example does not include the QMPs for Alliance level quality failures such as having no Alliance Quality Plan in place which also contribute to the threshold for commencing the Alliance quality improvement process.

Annex I Subcontractor Warranty

DATED [●]

[●]
as Subcontractor

[●]
as Partner

[●]
as *Client*

DEED OF COLLATERAL WARRANTY

relating to
[●]

DATED [●]

PARTIES

- (1) [●] (company no [●]) whose registered office is at [●] (the “**Subcontractor**”)
- (2) [●] (company no [●]) whose registered office is at [●] (the “**Partner**”)
- (3) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ, including any person to whom the benefit of this Deed and/or any rights under it have been validly assigned in accordance with Clause 7 (*Assignment*) (the “**Client**”)

BACKGROUND

- (A) By the Contract, the *Client* has employed the Partner to participate in Providing the Works as part of the Alliance.
- (B) Pursuant to the provisions of the Contract, the Partner with the consent of the *Client* has employed the Subcontractor under the Subcontract to carry out and complete the Subcontract Works.
- (C) In consideration of the foregoing the Subcontractor has agreed to enter into this Deed in favour of the *Client*.

OPERATIVE PROVISIONS

1 Definitions and interpretation

- 1.1 Expressions defined in the Contract and used in this Deed have the meaning set out in the Contract. Otherwise terms are as defined and set out in this Deed:

“**Business Day**” means any day which is not a Saturday, Sunday, Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday in England and Wales or, as the case may be, in Scotland.

“**Contract**” means the alliance contract dated [●] between the *Client* (1) and the Partners (2) (and any further agreement varying or supplementing it) under which the Partner has undertaken to participate in Providing the Works.

“**Partner**” means [●] (company no [●]) whose registered office is at [●].

“**Proprietary Material**” means all drawings, details, plans, specifications, schedules, reports, calculations, software and other work, whether in written or electronic form (and any designs, ideas and concepts contained in them) prepared, conceived or developed by or on behalf of the Subcontractor in the course of or as a result of carrying out the Subcontract Works.

“**Subcontract**” means the subcontract dated [●] between the Partner (1) and the Subcontractor (2) (and any further agreement varying or supplementing it) under

which the Subcontractor has agreed to carry out and complete the Subcontract Works.

“Subcontract Works” means those parts of the *works* to be carried out by the Subcontractor as more particularly defined and described in the Subcontract.

- 1.2 Words importing the singular meaning shall include, where the context so admits, the plural meaning and vice versa.
- 1.3 Words denoting natural persons shall include corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.4 The words and phrases “other”, “include”, “includes” and “including” shall not limit the generality of the words preceding or succeeding them.
- 1.5 Where the context so admits, references in this Deed to a Clause are to a Clause of this Deed.
- 1.6 The Clause headings in this Deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.7 References in this Deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments, regulations and codes of practice made pursuant to it.

2 Subcontractor’s Warranties

- 2.1 Subcontractor warrants to the *Client* that it has observed and performed and will continue to observe and perform all its obligations under or arising out of the Subcontract in accordance with the terms of the Subcontract, provided that the Subcontractor shall:

- (a) owe no greater obligations to the *Client* under this Deed than it would owe, and
- (b) be entitled in any proceedings under this Deed to rely on any limitation in the Subcontract and to raise the equivalent rights in defence of liability (excluding set-offs or counterclaims)

as if the *Client* had been named as a joint employer with the Partner under the Subcontract.

- 2.2 Without limiting Clause 2.1, the Subcontractor warrants to the *Client* that:

- (a) it has exercised and will continue to exercise all reasonable skill, care and diligence:

- (i) in the performance of its duties and responsibilities pursuant to and within the scope of its employment under the Subcontract;
 - (ii) in relation to the design of the Subcontract Works insofar as the Subcontractor is responsible therefor pursuant to the terms of the Subcontract;
 - (iii) in the selection of materials and goods insofar as the same have been or will be selected by the Subcontractor, its subcontractors or suppliers in accordance with the Subcontract; and
 - (iv) in the satisfaction of any performance specification or requirement included or referred to in the documents comprising the Subcontract;
- (b) the Subcontract Works have been and will be carried out and completed in a good, sound, substantial and workmanlike manner using good quality and appropriate materials and in all respects in accordance with the Subcontract;
- (c) the Subcontract Works will in all respects comply with all statutory requirements; and
- (d) none of the following materials has been or will be used in the construction of any part of the Subcontract Works:
 - (i) any material which does not comply with, or the use of which in the circumstances of the Subcontract Works is not recommended by, any current relevant British Standard specifications, codes of practice and good building practice current at the time of use; or
 - (ii) any of the materials identified as potentially hazardous in the British Council for Offices publication Good practice in the selection of construction materials (current edition), other than in accordance with the recommendations as to good practice contained in section 2 of that publication.

2.3 The Subcontractor acknowledges that the *Client* shall be deemed to have relied and shall continue to rely upon the warranties given by the Subcontractor under this Clause 2 (*Subcontractor's Warranties*).

3 Obligations prior to determination of the Subcontractor's employment

3.1 The Subcontractor shall not exercise nor seek to exercise any right to terminate its employment under the Subcontract for any reason, including any breach on the part of the Partner, without giving to the *Client* not less than 21 days' notice of its intention to do so and specifying the grounds for the proposed termination. Any period stipulated in the Subcontract for the exercise by the Subcontractor of a right

of determination shall be extended, as necessary, to take account of the period of notice required under this Clause 3.1.

- 3.2 If the employment of the Partner under the Contract is terminated for any reason, the *Client* may notify the Subcontractor and (unless otherwise instructed by the *Client*) the Subcontractor shall continue to carry out and complete its obligations under the Subcontract for a period of not less than 21 days from the date of such notice.
- 3.3 Compliance by the Subcontractor with Clause 3.1 shall not be treated as a waiver of any breach on the part of the Partner giving rise to the right of determination, nor otherwise prevent the Subcontractor from exercising its rights after the expiration of the notice period, unless the right of determination shall have ceased under the provisions of Clause 4 (“*Step-in*” rights).

4 “**Step-in**” rights

- 4.1 The right of the Subcontractor to determine its employment under the Subcontract shall cease if, within the period of 21 days referred to in Clause 3.1, the *Client* gives notice to the Subcontractor:
- (a) requiring it to continue its obligations under the Subcontract;
 - (b) acknowledging that the *Client* is assuming all the obligations of the Partner under the Subcontract; and
 - (c) undertaking to the Subcontractor to discharge all payments which may subsequently become due to the Subcontractor under the terms of the Subcontract and to pay to the Subcontractor within 7 days any sums which have become due and payable to it under the Subcontract but which remain unpaid.
- 4.2 Upon compliance by the *Client* with the requirements of Clause 4.1, the Subcontract shall continue as if the right of determination on the part of the Subcontractor had not arisen and as if the Subcontract had been entered into between the Subcontractor and the *Client* to the exclusion of the Partner.
- 4.3 Notwithstanding that as between the Partner and the Subcontractor the Subcontractor’s right of determination of its employment under the Subcontract may not have arisen, the provisions of Clause 4.2 shall apply if the *Client* gives notice to the Subcontractor and the Partner to that effect and the *Client* complies with the requirements on its part under Clause 4.1.
- 4.4 The Subcontractor shall be bound to assume that, as between the Partner and the *Client*, circumstances have occurred which permit the *Client* to give notice under Clause 4.3.
- 4.5 The Subcontractor, acting in accordance with the provisions of this Clause 4 (“*Step-in*” rights), shall not incur any liability to the Partner.

5 Use of proprietary material

- 5.1 The copyright in the Proprietary Material shall remain vested in the Subcontractor, but the Subcontractor grants to the *Client* an irrevocable royalty free non-exclusive licence to use and to reproduce any or all of the Proprietary Material for any purpose connected with the *works* and/or the Site, including the execution and completion of the *works* and the subsequent maintenance, management, sale, alteration, reinstatement and repair of the Site.
- 5.2 The licence referred to in Clause 5.1 carries the right to grant sub-licences and shall be transferable to third parties and shall subsist notwithstanding the termination (for any reason) of the Subcontractor's employment under the Subcontract.
- 5.3 Insofar as the Subcontractor is the author (as defined in the Copyright, Designs and Patents Act 1988) of the Proprietary Material, the Subcontractor waives any moral rights which it might otherwise be deemed to have under Chapter IV of that Act in respect of the Proprietary Material and the Site.
- 5.4 The Subcontractor shall provide copies of any or all of the Proprietary Material to the *Client* upon request and upon payment by the *Client* of the Subcontractor's reasonable copying charges.
- 5.5 The Subcontractor shall not be liable for the consequences of any use of the Proprietary Material for any purpose which is inconsistent with that for which it was prepared by the Subcontractor.

6 Insurance

- 6.1 The Subcontractor undertakes to the *Client* to maintain with an insurance company licensed to carry on insurance business in the United Kingdom, from the date of this Deed and for a period expiring no earlier than 12 years after Scheme Completion and notwithstanding the termination for any reason of the Subcontractor's employment under the Subcontract, [professional indemnity/product liability] insurance without unusual or onerous conditions or excesses to cover its liabilities under this Deed, with a limit of indemnity of not less than £[●] [in respect of each and every claim/in the aggregate in any year of insurance], provided always that such insurance continues to be generally available in the United Kingdom market upon reasonable terms and at commercially reasonable premium rates to contractors specialising in works substantially similar to the Subcontract Works.
- 6.2 As and when reasonably required to do so by the *Client*, the Subcontractor shall produce for inspection by the *Client* documentary evidence that such insurance is being properly maintained.
- 6.3 The Subcontractor shall forthwith notify the *Client* if such insurance ceases to be available upon reasonable terms and at commercially reasonable premium rates or

if for any other reason the Subcontractor is unable to continue to maintain such insurance.

7 **Assignment**

On notice to the Subcontractor and without the consent of the Subcontractor being required, the *Client* may at any time assign the benefit of this Deed and/or any rights arising under it (subject to a maximum of two such assignments) and, in addition, the *Client* may charge such benefit and/or rights to any mortgagee of the Site. Assignments to any strategic highways company (as defined in Section 1 of the Infrastructure Act 2015) or by way of or on redemption of security shall not require the prior consent of the Subcontractor and shall not count towards the two assignments.

8 **Third parties**

It is not intended that any third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

9 **Other remedies**

9.1 Nothing in this Deed shall in any way prejudice or affect any other rights or remedies (whether under any contract, at law, in equity or otherwise) which the *Client* would have against the Subcontractor in the absence of this Deed.

9.2 The liability of the Subcontractor under this Deed shall not be released, diminished or in any other way affected by:

- (a) the appointment by the *Client* of any person to survey the Site or to monitor the carrying out of the *works* or to inspect any documents relating to them on behalf of the *Client* or the failure to appoint such a person;
- (b) any approval or consent given or withheld or purported to be given or withheld by or on behalf of the *Client*; or
- (c) any other independent inquiry into any relevant matter which the *Client* may make or fail to make.

10 **Limitation**

No action or proceedings for any breach of this Deed shall be commenced against the Subcontractor after the expiry of 12 years following Scheme Completion.

11 **Notices**

11.1 Any notice or other communication required under this Deed shall be in English in writing and delivered by hand or sent by recorded delivery to the relevant party at its address and for the attention of the individual set out below (or as notified in accordance with Clause 11.2):

- (a) **Subcontractor**
Address: [•]
Attention: [•]
 - (b) **Client**
Address: [•]
Attention: [•]
- 11.2 A party may notify the other party of a change to its details specified in Clause 11.1. The new details shall take effect as against the other party five Business Days after receipt of that notice or such later date as may be specified in the notice.
- 11.3 Without evidence of earlier receipt, communications complying with Clause 11.1 are deemed received:
 - (a) if delivered by hand, at the time of delivery, unless deemed receipt would occur after 5.00pm on a Business Day, or on a day which is not a Business Day, in which case deemed receipt will be at 9.00am on the next Business Day; or
 - (b) if sent by recorded delivery, at 9.00am on the second Business Day after posting.
- 11.4 If a person for whose attention communications must be marked or copied has been specified pursuant to Clause 11.1, a communication will be effective only if it is marked for that person's attention or copied to that person (as the case may be).
- 11.5 This Clause 11 (*Notices*) does not apply to the service of any document required to be served in relation to legal proceedings.
- 12 **Governing law and disputes**
 - 12.1 This Deed and any non-contractual obligations arising in connection with it shall in all respects be governed by English law.
 - 12.2 The English courts shall have exclusive jurisdiction to determine any dispute arising in connection with this Deed, including disputes relating to any non-contractual obligations, save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

Executed as a deed by)
[**SUBCONTRACTOR**] acting by:)

Director

Director/Secretary

Executed as a deed by [**PARTNER**])
acting by:)

Director

Director/Secretary

Executed as a deed by [**CLIENT**])
acting by:)

Director

Director/Secretary

Annex J Information model requirements

The information requirements are structured as:

The **Xparty** provides **Xinformation** in accordance with **Xspecification** in **Xform** format by **Xwhen** delivered **Xplace**.

The verification requirements are structured as:

The **Xparty** verifies by **Xmethod** in accordance with **Xinformation** the **Xspecification** using **Xapproach**.

The information requirements are decomposed to an asset or activity attribute level which can be uniquely verified.

Any information marked [•] is to be incorporated into the Alliance IEP and the Scheme IEP = to be agreed and accepted by the Alliance Manager and the *Client*.

Definition of Terms

Term	Description
Xparty	The party responsible and accountable for the activity.
Xinformation	The information required.
Xspecification	The specification, code or guideline for the required information.
Xform	The format in which the information is to be supplied.
Xwhen	When and how often is the information to be supplied.
Xplace	The system, tool or platform where the information is processed or stored.
Xmethod	The method of verification: inspection, test, analysis or demonstration.
Xapproach	The approach to be executed in the method of verification

See below illustrative example of the information and verification requirements.

Act in accordance with Clause	Requirement					Verification			
	Xparty	Xinformation	Xspecification	Xformat	Xtiming	Xplace	Xparty	Xmethod	Xapproach
S501a	Alliance	A programme that has aggregated time risk allowance identified and shows time risk allowance in front of Key Dates and compliant WBS and CBS	SMP-HEX-GEN-SA04-PL-KK-0003	.xer	4 weeks of the programme starting	[Primavera P6]	Alliance Manager	analysis	An authorised person with the necessary skills, knowledge, experience and training
...