

**National Asset Delivery
Technical Surveys and Testing**

**Instructions for Tenderers for Traffic
Signals Renewals - Loop Testing**

**Deadline for Tender submission is
18/08/2021 – 12:00pm (noon)**

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Issued with Tender	SM	28.07

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1 THE TENDER PERIOD PROCESS

1.1 General

- 1.1.1 Highways England is seeking to appoint a Contractor to deliver the following project:

<u>Summary of project</u>	
Project title	HE569240 - M1 J25 Traffic Signals Renewals MDP, HE605193 - M1 J26 SB Traffic Signal Renewals, HE605193 - M1 J28 Traffic Signals Renewals Stage 1 & 2 and HE605193 (605257) M69 J1 A5 Burbage Traffic Signals
Pin	Various
Location	Various locations along the Area 7 network
Type of works	Electrical Testing (Loop Testing)
Description of the works	Underground Highways England Signal Loops to be proven, within site extents at locations shown on drawings HE569240-KIER-VGN-M1_JN25_Z-DR- CH-120001 and HE569240-KIER-VGN-M1_JN25_Z- DR-CH-120002, in accordance with TST document
Estimated starting date	13/09/2021
Estimated completion date	06/10/2021 (including provision of reports)

- 1.1.2 Full details on the requirements can be found within the Works Information.
- 1.1.3 These Instructions for Tenderers have been issued to those firms that have passed the Registration Questionnaire which evidences their compliance with Highways England's acceptability criteria for the submission of a tender for the above type of survey.
- 1.1.4 If you have not passed the Registration Questionnaire then you will need to submit a Registration Questionnaire in addition to the requirements contained in this document. Or if you are interested in providing similar technical surveys and testing to the requirements of this tender, and would like to register your interest to receive notifications of future work, please email nationaltst@highwaysengland.co.uk and they will be able to explain our registration process and requirements.
- 1.1.5 This tender process seeks to determine the most economically advantageous tender. Please refer to section 3 for the assessment process.
- 1.1.6 Any queries or request for clarification relating to this tender must be made via the e-sourcing portal by the deadline stated in Annex B.

- 1.1.7 The contents of these Instructions and of any other documentation sent to Tenderers in respect of this tender process are provided on the basis that they remain the property of Highways England. Tenderers must not release information concerning the tender documents for publication in the press or on radio, television, screen or any other medium. Tenderers must not disclose the fact that they are tendering or release details of the tender documents, other than on an "in confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing their tender response. Tenderers are required to conduct themselves in good faith in all dealings in relation to this tender process.
- 1.1.8 Under the Freedom of Information Act 2000 (as amended) ("the Act"), the Environmental Information Regulations 2004 ("EIR") and the Public Contracts Regulations 2015 as amended, Highways England may be obliged (subject to the application of any relevant exemptions and, where applicable, the public interest test) to disclose information relating to the tender process including any tenders received.
- 1.1.9 Under the Cabinet Office Efficiency Reform Group's Guidance Note dated December 2010 entitled "Transparency – Publication of New Central Government Contracts", or any later revision, Highways England is obliged to publish any contract resulting from this competition, excluding only information which is exempt from disclosure pursuant to the Act along with the EIR and PCR. The decision as to which materials are excluded from publication rests with Highways England in its sole discretion. Highways England's initial view is that the only materials likely to be excluded from publication on this basis are as follows:
- build-ups of the prices in the Price List (but not the total prices)
 - EIR information
- 1.1.10 Tenderers should be aware that Highways England could receive requests for any information relating to this contract or tender. While Highways England reserves its discretion in responding to any such information request, Tenderers are invited to request that certain information is not disclosed or published if to do so would prejudice their commercial interests or is otherwise exempt from disclosure under the Act. Requests for nondisclosure under the Act must accompany the tender and include clear and substantive justification and a time limit when any confidential information could be disclosed. The terms of any confidentiality agreement would, if requested, be available for disclosure. Any request by the Tenderer under this paragraph is for information only and will not be taken into account in the tender assessment process, nor will it form part of any contract between Highways England and the Tenderer.

- 1.1.11 Tenderers must immediately advise Highways England and seek approval of such change if
- (a) their ownership or the ownership of any member of their tendering consortium (or their parent company) changes, or
 - (b) any organisation involved in the preparation of this contract is acquired by them or by any member of their consortium (or an associated company).
- 1.1.12 If Highways England considers that a change in ownership has created a potential conflict or approval is not obtained, Highways England may exclude the Tenderer from the tender assessment and withdraw its Registration Certificate. If excluded, the Tenderer will be notified by the Procurement Officer.
- 1.1.13 If, at any time after the Registration Questionnaire stage or during the tender process and/or any subsequent contract, there is any change in circumstances which means that information submitted by the Tenderer is no longer correct or the Tenderer's ability to perform the contract materially deteriorates, the Tenderer must immediately inform Highways England in writing. Highways England may undertake any investigation it considers necessary and reserves the right to reconsider the Tenderer's ability to perform the contract and where necessary, disqualify a Tenderer who has previously passed the Registration Questionnaire stage of this procurement process.
- 1.1.14 Highways England reserves the right to disqualify any Tenderer that fails to inform or advise Highways England in accordance with paragraphs 1.1.11 and 1.1.12.
- 1.1.15 These Instructions are made in good faith. No warranty is given as to the accuracy or completeness of the information contained in it. Any liability or inaccuracy or incompleteness is expressly disclaimed by Highways England and its advisers. Tenderers are advised to satisfy themselves that they understand all of the requirements of the contract before submitting their tender.
- 1.1.16 Highways England reserves the right not to accept the lowest or any offer it receives and can cancel, amend or vary the tender process at any point and is not liable for any costs incurred by any tenderer.
- 1.1.17 Tenderers are deemed to understand fully the processes that Highways England is required to follow under relevant European and UK legislation, particularly in relation to the Public Contracts Regulations 2015 as amended.
- 1.1.18 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM

Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

- 1.1.19 For these purposes, Highways England may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive, such as specific bid information) submitted by the Tenderer to Highways England during this tender process. The information will not be disclosed outside Government. Tenderers taking part in this competition consent to these terms as part of the tender process.

1.2 Not Used.

1.3 Inspections

- 1.3.1 Tenderers wishing to visit any land or property associated with the contract must make their request within one week of the Invitation to Tender.
- 1.3.2 Liability for any damage or disturbance caused to such land or property rests with the Tenderer.

1.4 Form of Contract

- 1.4.1 The agreement for the works is based on the NEC3 Engineering and construction short contract April 2013 with additional conditions of contract listed in the Contract Data. Highways England is bound by the Public Contract Regulations 2015 and will not enter into any post tender negotiations on the conditions of contract. Any tenderer who is unwilling to accept the terms of the contract will be disqualified from the process.

2 SUBMISSION OF TENDERS

2.1 General

- 2.1.1 All tenders must be written in English and priced in Pounds Sterling.
- 2.1.2 Tenders must be submitted via Bravo and in accordance with these instructions and any tender amendments. The Tenderer must sign the Form of Tender and offers must remain open for acceptance for 90 calendar days from the tender return date.
- 2.1.3 Documents are to be returned in Microsoft Office 2010 or PDF compatible format. When uploading tender submissions into Highways England's e-Sourcing portal. No file is to be larger than 20MB.
- 2.1.4 Tenderers must return all information set out in Annex A.

3 TENDER ASSESSMENT PROCEDURE

3.1 Method

3.1.1 Highways England assessment of tenders will be carried out in two stages. In the first stage there will be a check for tender compliance to assess if the required documentation has been submitted.

3.1.2 In the second stage the Assessment Panel ("the Panel") will assess the proposals and take account of the assessment criteria set out in Annex D and the financial aspect of the tenders.

3.1.3 The Panel will not have access to the financial information until after it has completed the assessment of the Proposals (please refer to Annex C).

3.1.4 During the assessment period, Highways England reserves the right to seek clarification from any or all of the Tenderers solely to assist it in its consideration of their tender but shall be under no obligation to do so.

3.1.5 A tender that:

- (a) is not submitted in accordance with these Instructions and the tender documents including any tender amendments,
- (b) is qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal or
- (c) includes unauthorised alterations or additions made to any component of the tender documents,

may result in the tender being rejected. Highways England's decision will be final.

3.2 Financial Evaluation

3.2.1 The Panel will determine a price score for each compliant Tender with acceptable proposals on the following basis:

- (a) the total of the Prices in the Price List and
- (b) if applicable, an allowance for the cost of TM associated with the Tenderer's proposed method of working

- 3.2.2 If applicable, the allowance for the cost of the TM will be added to the Tenderer's total of the Prices and the Tenderer with the lowest overall total and acceptable proposal will be awarded the maximum score of 100%. The score of other Tenderers with acceptable proposals will be awarded on a pro-rata basis in the ratio of the lowest total divided by the actual total. For example, if the lowest total was £22,500 and your total was £25,000 you would be awarded a score of 90%. Table 1 below gives an example of how this would affect the prices.

Table 1 - Worked Example				
Description	Tenderer			
	Tenderer 1	Tenderer 2	Tenderer 3	Tenderer 4
Total of the Prices	£25,000.00	£33,400.00	£22,000.00	£45,000.00
Allowance for provision of TM	£10,000.00	£12,000.00	£20,000.00	£5,000.00
Total Cost	£35,000.00	£45,400.00	£42,000.00	£50,000.00
Rank	1	3	2	4
Percentage Score	100%	77%	83%	70%

4 TENDER AWARD

4.1.1 Highways England will consider awarding the contract to the Tenderer with the highest score.

4.1.2 Highways England will inform the successful and unsuccessful Tenderers of its decision including feedback on their tender.

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ANNEXES

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ANNEX A - TENDER DOCUMENTS

1 List of Documents included with Invitation to Tender

1.1 The following documents are provided to Tenderers:

<i>Document Title</i>	
1.	Instructions for Tenderers
2.	Contract Data including the <i>Contractor's Offer</i>
3.	Price List
4.	Works Information
5.	Site Information

2 List of Documents to be returned with the Tender.

2.2 Tenderers are to note that all documents below must be completed and returned for their submission to be assessed as compliant. Failure to do so may result in the tender being rejected.

<i>Documents to be returned by Tenderer</i>
Signed and dated Form of Tender
Proposals for Providing the Works - Please refer to Annex C this should include as a minimum: <ul style="list-style-type: none"> • Programme • Health & Safety submission including a Risk Register
Completed <i>Contractor's Offer</i> – see p.9 of Contract Data document
A completed priced Price List – See guidance notes below
Any request for non-disclosure relating to Freedom of Information requests
Summary of Insurance policies required for the contract or confirmation that the required Insurances will be provided ¹

3 Price List Guidance

3.3 Tenderers are to provide a priced Price List.

3.4 The *Contractor* is paid in accordance with Clause 50 & 51. The rates and prices entered in the Price List shall be deemed to be the full inclusive value of the work covered by the items.

3.5 Tenderers must price:

¹ A relevant statement is included in the Form of Tender

- (a) all items and rates in the Price List,
- (b) all items and rates to two decimal places and
- (c) all items and rates separately.

3.6 Tenderers should avoid pricing any item as £0.00 (zero) or use terms such as included. Where the Tenderer wishes to price an item in this manner they should provide an explanation in their submitted tender. Where no explanation is provided, Highways England may contact the Tenderer for clarification.

3.7 Tenderers are not permitted to:

- (d) cross subsidise any item or rate within any other item or activity in the Price List,
- (e) make any assumptions regarding the use or relevance of any item or rate in the Price List or
- (f) Add or amend any item in the Price List.

3.8 Tenderers who price on any other basis and/or make any such assumptions will be rejected.

ANNEX B - INDICATIVE TENDER PERIOD TIMETABLE

Item	Activity	Date	Week
1	Commence Tender process	28/07/2021	
2	Tender Presentation	n/a	
3	Last Date for Tender Queries	11/08/2021	
4	Tender Return	18/08/2021	
5	Tender Assessment	18/08 – 27/08	
6	Award Contract & Feedback	27/08/2021	

ANNEX C - PROPOSALS FOR PROVIDING THE WORKS**1 General**

- 1.1 Tenderers are required to submit their proposals to demonstrate how the Tenderer will Provide the Works and provide assurance to Highways England that they are competent of undertaking the project and capable of managing the risks involved in the project.
- 1.2 The Proposals are to include:
- a programme which meets with the requirements set out in the Works Information
 - A Health & Safety submission which shall cover all requirements set out in Table D1
- 1.3 The proposals should be no greater than the stated word limit and the page limits are 10 sheets of A4 paper (20 sides). This page limit includes title pages, drawings, diagrams, flow charts and annexes. All Documents shall be in PDF or in a format compatible with MS Office.
- 1.4 Tenderers may use A3 paper in lieu of A4, but each A3 sheet will be counted as two A4 sheets. Text must be presented in a font no smaller than 11 point.

Table D1- Health and Safety Submission Requirements

<p>The Health and Safety Submission shall set out how the Tenderer will fulfil the requirements of the Management of Health and Safety at Work Regulations 1999 and how they will work with others as appropriate (including CDM Regulations 2015 duty holders) and the requirements of BS OHSAS 18001.</p> <p>Tenderers attention is drawn to Annex 1 of the supplementary constraints of the Works Information which sets out specific requirements in relation to Health & Safety.</p> <p>The proposed management arrangements are to include an organogram detailing how the Duty Holders interface under the CDM regulations – addressing both external and internal facing contacts.</p> <p>Evidence shall be provided of the required skills knowledge and experience provided to fulfil these duty holder roles and to demonstrate that the Tenderer is able to deal with the key health and safety issues of the works to be undertaken.</p> <p>The submission shall include details of all of Contractor's proposed resources including any subcontractors (if known at point of Tender).</p> <p>As part of this submission a Risk Register which identifies the key hazards and health and safety risks relevant to the Works and set out the proposed mitigations and measures that will implemented by the duty holders to manage those risks shall be included.</p> <p>The Risk Register shall also cover any of the wider risks the Tenderer identifies as being associated with the project e.g. inclement weather, global pandemics.</p>
<p>Evidence of having managed the key health and safety issues previously in high risk environments such as the highways environment, including local council work, or Network Rail environment (Max 500 words)</p>
<p>Explanation of how shortfalls in experience or risks associated with the Works that have not been managed before, or have been managed but in a low risk environment, will be addressed (if none, state 'none') (Max 500 words)</p>

ANNEX D - ASSESSMENT OF THE PROPOSALS FOR PROVIDING THE WORKS

1 Marking of the Proposals for Providing the Works

1.1 The Assessment Panel will determine the acceptability of the Tenderer's proposals using the following criteria:

- Does the programme illustrate that the Tenderer can provide the Works using the contract *access date*, *completion date* and any *key dates*?
- Does the programme cover the tasks/activities required for the project?
- Has the risk register correctly identified and assessed the main risks to achieving Highways England's requirements for the contract, produced appropriate mitigating actions, and have the programme included appropriate allowances for the risks?
- Are the proposed resources adequate for successful delivery of the project?
- Does the Health and Safety submission align with Table D1? Have the key health and safety risks been identified, with suitable mitigation measures detailed to manage the risks? Does the evidence provided give confidence in the tenderers ability to manage the key health and safety risks in a high risk environment? Where there are shortfalls in previous experience, or identified risks which have not been managed before in a high risk environment, does the explanation provided give confidence that the risks will be adequately managed by the tenderer during delivery of the works?

1.2 The proposals must satisfy all the criteria listed in-order to be deemed acceptable.

ANNEX E - HIGHWAYS ENGLAND FAIR PAYMENT CHARTER AND ANTI BRIBERY & ANTI FRAUD CODES OF CONDUCT

Highways England, working with its suppliers in good faith and in a spirit of mutual trust and respect, is committed to meeting the principles of fair payment, meeting the principles of anti-bribery (as enacted in the Bribery Act 2010 and Ministry of Justice guidance) and working fairly, honestly and with integrity and transparency.

As a supplier to Highways England you are therefore expected to strive to meet the commitments set out in Highways England's Fair Payment Charter and Anti Bribery & Anti Fraud Codes of Conduct which can be located once you log into Bravo File Share:

<https://highways.bravosolution.co.uk/web/login.shtml>

- 1) Go to File Sharing> Files> Directories
- 2) Click on Directory titled 'TST Supplier Area'

Note: Tenderers are not required to return signed copies.

National Asset Delivery Technical Surveys and Testing

Works Information for Traffic Signals Renewals - Loop Testing

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Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Original version issued with tender	AS	13/07/21

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LIST OF ANNEXES

Appendix 1 **Supplementary Constraints**

Appendix 2 **HE605237 M1 J29 Traffic Signals – Utilities Search**

1 DESCRIPTION OF THE WORKS

1.1 Project objectives

- 1.1.1 To test the functionality of all traffic counter loops and detect faults
- 1.1.2 The TST document covers 3 separate schemes that require loop testing in advance of the main works. The schemes are HE569240 - M1 J25 Traffic Signals Renewals MDP, HE605193 - M1 J28 Traffic Signals Renewals Stage 1 & 2 and HE605193 (605257) M69 J1 A5 Burbage Traffic Signals. Then subsequently provide associated reports & dwgs.
- 1.1.3 For loop testing works, see drawing HE569240-KIER-VGN-M1_JN25_Z-DR-CH-1200_01 and 02 for M1 J25, Drawing HE605193-KIER-VGN-M1_J28-DR-CH-1200_01 to 03 for M1 J28, and HE605193-KIER-VGN-A5_M_Z-DR-EC-1200-01 to 03 for A5 Burbage island.
- 1.1.4 The specification that applies to the *works* is included in Section 6

1.2 Scope of works

- 1.2.1 The *works* to be provided under this contract are:

Category	Survey Description
Electrical (Traffic Loops)	Test all traffic loops in accordance to MCH 1540F

1.3 Deliverables

- 1.3.1 The *Contractor* is required to produce the following deliverables:
- (i) An appropriate individual to attend pre-commencement site inspection & client meeting.
 - (ii) The *Contractor* is to provide plant, materials & labour to carry out all project objectives stated in this document.
 - (iii) Plant, materials & labour to carry out an electrical survey on site for the timings as stated in section 3 and specification as stated in section 6.
 - (iv) CAD dwgs, electrical testing data & reports as detailed in section 6 within 2 weeks of works being completed on site.
 - (v) Reports as detailed in section 6.

2 EXISTING INFORMATION

- 2.1.1 The Drawings listed below apply to this contract. Refer to Site Information Documents for details of existing site conditions including ground conditions, limitation on access, position of existing structures etc.

Drawing Number	Title	Revision / Date
HE569240-KIER-GEN-M1_JN25_Z-DR-Z-010001	Location Plan	C01
HE605193-KIER-GEN-M1_J28-DR-Z-0000_01	Location Plan	C01
HE605193-KIER-GEN-A5_M_Z-DR-Z-0000_01	Location Plan	C01
HE569240-KIER-VGN-M1_JN25_Z-DR-CH-1200_01	Duct proving ,Loop Testing and GPR Surveys M1 J25- Sheet 1 of 2	C01
HE569240-KIER-VGN-M1_JN25_Z-DR-CH-1200_01	Duct proving ,Loop Testing and GPR Surveys M1 J25- Sheet 2 of 2	C01
HE605193-KIER-VGN-M1_J26_SB_Z-DR-Z-1200-01	Duct Proving and Loop Testing M1 J26- Sheet 1 of 1	C01
HE605193-KIER-VGN-M1_J28-DR-CH-1200_01	Duct Proving and Loop Testing M1 J28- Sheet 1 of 3	C01
HE605193-KIER-VGN-M1_J28-DR-CH-1200_02	Duct Proving and Loop Testing M1 J28- Sheet 2 of 3	C01
HE605193-KIER-VGN-M1_J28-DR-CH-1200_03	Duct Proving and Loop Testing M1 J28- Sheet 3 of 3	C01
HE605193-KIER-VGN-A5_M_Z-DR-EC-1200-01	Duct Proving and Loop Testing A5 Burbage Island- Sheet 1 of 3	C01
HE605193-KIER-VGN-A5_M_Z-DR-EC-1200-02	Duct Proving and Loop Testing A5 Burbage Island- Sheet 2 of 3	C01
HE605193-KIER-VGN-A5_M_Z-DR-EC-1200-03	Duct Proving and Loop Testing A5 Burbage Island- Sheet 3 of 3	C01
HE569240-KIER-VUT-M1_JN25_Z-DR-CH-2600_01	Utility Services Layout M1 J25 Sheet 1 of 7	C01
HE569240-KIER-VUT-M1_JN25_Z-DR-CH-2600_02	Utility Services Layout M1 J25 Sheet 2 of 7	C01
HE569240-KIER-VUT-M1_JN25_Z-DR-CH-2600_03	Utility Services Layout M1 J25 Sheet 3 of 7	C01
HE569240-KIER-VUT-M1_JN25_Z-DR-CH-2600_04	Utility Services Layout M1 J25 Sheet 4 of 7	C01
HE569240-KIER-VUT-M1_JN25_Z-DR-CH-2600_05	Utility Services Layout M1 J25 Sheet 5 of 7	C01
HE569240-KIER-VUT-M1_JN25_Z-DR-CH-2600_06	Utility Services Layout M1 J25 Sheet 6 of 7	C01
HE569240-KIER-VUT-M1_JN25_Z-DR-CH-2600_07	Utility Services Layout M1 J25 Sheet 7 of 7	C01
HE605193-KIER-VUT-M1_J28-DR-CH-2600_01	Existing Utilities Layout M1 J28 Sheet 1 of 1	C01

HE605193-KIER-VUT-A5_M_Z-DR-CH-2600_01	Existing Utilities Layout A5 Burbage Island Sheet 1 of 1	C01
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3 CONSTRAINTS ON HOW THE CONTRACTOR PROVIDES THE WORKS

3.1 General

- 3.1.1 The *Contractor* Provides the Works in such manner as to minimise the risk of damage or disturbance to or destruction of third party property.
- 3.1.2 The *Contractor* complies with the constraints and meets with the requirements outlined in Appendix 1.
- 3.1.3 The *Contractor* submits information detailing how the *Contractor* will provide the Works to the *Employer* prior to the *works* commencing. This information will include any lifting plans, risk assessments, method statements, the *Contractor's* staff training information and any other relevant Health and Safety requirements.

3.2 Working hours & site specific constraints

- 3.2.1 The works Traffic Management will be designed by the T.M Contractor. There will be other surveys carried out inside the same. The Loop Testing Contractor shall coordinate the works and program with the Principal /T.M Contractor and other TST disciplines (Duct Proving, GPR and WAC Testing) working within the TM extents
- 3.2.2 It is expected that the Traffic Management will consist of
- Lane closures on the M1 J25 Slip roads and ring management on the roundabout gyratory.
 - Lane closures on the M1 J28 Slip roads and ring management on the roundabout gyratory.
 - Lane closure on M69/ A5 junction slip roads and ring management on the roundabout gyratory
- 3.2.3 The *Contractor's* working hours for site works shall be night-time between 20:00 and 06:00. This to be confirmed by *Employer* and TM contractor.
- 3.2.4 Local Authorities are to be contacted with TM options on their network as required.
- 3.2.5 Provisional Road space availability is scheduled to begin on 13th to 22nd September 2021.

3.3 Health, Safety and Environment & Risk Management

Health and Safety requirements

- 3.3.1 In Providing the Works the *Contractor* meets the requirements of Annex 2 of the supplementary constraints relation to health and safety duties.
- 3.3.2 Not used.

- 3.3.3 Before commencing the construction phase of the *works*, the *Contractor* confirms to the *Employer* that adequate welfare facilities are in place. Where the facilities detailed in section 5 are not deemed adequate, the *Contractor* provides all necessary facilities to Provide the Works and to comply with the minimum requirements set out in HSE guidance document L153.

Environmental requirements

- 3.3.4 In Providing the Works the *Contractor* meets the requirements of Annex 2 of the supplementary constraints in relation to environmental duties.

Risk Management

- 3.3.5 The *Contractor* identifies, manages and mitigates risks in accordance with the principles of ISO31000.
- 3.3.6 The *Contractor* submits a risk register, which captures all risks associated with the delivery of the *works* including those identified by the *Employer*, with his tender and maintains it for the contract period.

4 REQUIREMENTS FOR THE PROGRAMME

- 4.1.1 The *Contractor* submits programme to the *Employer* with his tender.
- 4.1.2 The *Contractor* Provides the Works taking into account the following programme constraints:
- (i) the starting date and completion date and any post site works, reporting and review period
 - (ii) The services and other things provided by *Employer* (see Section 5)
 - (iii) The *Contractor* is to allow for a pre start meeting to develop the programme.
 - (iv) Survey results are expected to be returned within two weeks of the survey completing on site.
 - (v) Welfare facilities are to be in place prior to works commencing on site.
- 4.1.3 The programme and be in the form of an activity and time related bar chart produced as a result of a critical path analysis.
- 4.1.4 The programme must be provided in a PDF or MS Project or MS Excel format and cover the full contract period including post site activities. All activities should be clearly defined and named and the following shall be shown on the programme:
- (i) the *starting date, completion date & Contractor's* planned completion
 - (ii) for each activity, the proposed resources (plant & labour) expected to deliver each activity should be shown on the programme
 - (iii) review periods for any reporting requirements
 - (iv) key dates for the Employer to provide 'services and other things'
 - (v) key dates for co-ordination with Others

5 SERVICES AND OTHER THINGS PROVIDED BY THE *EMPLOYER*

5.1.1 The following temporary traffic management will be provided by the *Employer* to allow the *Contractor* to Provide the Works:

- (1) Temporary Traffic Management will be provided by others. It is expected that the Traffic Management will consist of
 - Lane closures on the M1 J25 Slip roads and ring management on the roundabout gyratory.
 - Lane closures on the M1 J28 Slip roads and ring management on the roundabout gyratory.
 - Lane closure on M69/ A5 junction slip roads and ring management on the roundabout gyratory
- (2) All above TTM is to be confirmed before works start.
- (3) Roadspace on Highways England network and Local Authority network is to be managed by the principal contractor in coordination with the TM contractor.

5.1.2 The other things that will be provided by the *Employer* are as follows:

- (1) Welfare facilities are to be provided by the principal contractor (the TM provider), these needs are to be identified by the *Contractor* and communicated with the Principal Contractor.
- (2) Desktop search for utility information (Type D) survey. This information will be provided to the *Contractor* at the pricing stage. The *Contractor* is not required to send out for this information again.
- (3) All welfare facilities shall to be provided by the Principal Contractor for the scheme for the duration of the works
- (4) Any material required by the *Contractor* is to be brought to site and removed at the end of each shift

6 SPECIFICATION FOR THE WORKS

- 6.1.1 The *Contractor* shall undertake the works in accordance with:
- 6.1.2 MCH 1540F Specification for the Installation of Detector Loops on Motorways and All-Purpose Trunk Roads (Chapter 5) to be followed.
- 6.1.3 The results shall be recorded on a suitable Detector Performance Test Certificate supplied by the Loop Testing *Contractor*.

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National Asset Delivery
Technical Surveys and Testing

Works Information Appendix 1 for
Traffic Signals Renewals - Loop
Testing

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1 INTRODUCTION

1.1 General

- 1.1.1 The purpose of this document is to communicate the *Employer's* vision, imperatives, values and key objectives along with general constraints and Health & Safety obligations expected of any TST *Contractor*. Any matters which are project related or site specific will be contained within the project specific Contract Data, Works Information/Scope and Site Information.

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2 VISION, IMPERATIVES, VALUES, AND KEY OBJECTIVES

2.1 Purpose

2.1.1 The purpose of this section is to communicate the Employer's vision, imperatives, values and the key objectives of this contract. To outline the Employer's expectations regarding how the Contractor must support delivery of these.

2.1.2 The Employer is a road operator responsible for managing the busiest network in Europe, carrying one-third of all road traffic and two-thirds of freight traffic in England.

2.1.3 The roads that make up England's Strategic Road Network are a key enabler of economic growth and prosperity and are essential to the quality of life of the nation.

2.1.4 The Employer's role is to deliver a better service for road users and to support a growing economy. It must operate, manage and improve the Strategic Road Network in the public interest and maintain the network on a day-to-day basis and provide effective stewardship of the network's long term operation and integrity.

2.2 The Employer's Vision

2.2.1 The *Employer's* vision as set out in the [Road Investment Strategy](#) (RIS), is to revolutionise our roads and create a modern Strategic Road Network (SRN) across England over the next 25 years. We will play our part in supporting economic growth and shaping a modern Britain to make a real difference to people's lives and businesses' prospects.

2.3 The Employer's imperatives

2.3.1 The *Employer's* three imperatives are safety, customer service and delivery. The imperatives set out what we do.

2.4 The Employer's values and expectations

2.4.1 The *Employer's* values are:

- **Safety** – We care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our network.
- **Integrity** - We are custodians of the network, acting with integrity and pride in the long-term national interest.
- **Ownership** – We have a clear vision for the future of the network and find new ways to deliver by embracing difference and innovation, while challenging conventions.

- **Teamwork** - We have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners.
- **Passion** - Building on our professionalism and expertise, we are always striving to improve, delivering a network that meets the needs of our customers.

2.4.2 The *Employer's* values describe how we deliver our vision and imperatives, how we treat each other, and expect to be treated, how we want to be seen as an organisation and how we do business.

2.4.3 The *Contractor* will have values that support those of the *Employer* and will engender constructive and desired behaviours that enable a collaborative approach to achieving the *Employer's* outcomes. Our supply chain will support our vision and values at all times, which means:

- Putting the health and safety of the customer and workforce first and encouraging a strong health and safety culture,
- Mature, open, flexible and collaborative working relationships,
- Understanding each other's priorities and objectives, and always putting the customer at the heart of everything we do,
- Sharing high-quality information,
- Delivering high performance,
- Working to build more sustainable businesses,
- Engagement and working collaboratively with stakeholders,
- Forging stronger relationships with local communities.

2.5 The Employer's Outcomes

2.5.1 The Strategic Business Plan 2015 – 2020 sets out the *Employer's* main activities to improve the capacity and performance of the network and how the *Employer* will do it.

2.5.2 This contract plays a key role in assisting and enabling the *Employer* to achieve its outcomes of:

- Supporting economic growth
- A safe and serviceable network
- A more free flowing network
- An improved environment
- A more accessible and integrated network

This will be achieved through:

- Planning for the future,
- Growing capability,
- Building Relationships,
- Efficient and effective delivery
- Improving customer interface.

2.6 The Asset Deliver (AD) - Core Principles and Key Objectives

2.6.1 The AD operating model involves the insourcing of decision making related to investment planning, asset needs and solutions and operational management. The approach will deliver the following core principles,

2.6.2 The *Employer* will

- ensure a healthy and safe working and travelling environment,
- be flexible and responsive to meet the needs of customers,
- own key investment and maintenance planning decisions,
- develop our asset information and cost intelligence to improve investment and maintenance decision making working towards whole life costing and improving efficiency,
- own planning and sequencing of work and manage network occupancy to improve network availability and customer satisfaction, develop active relationships with all of our stakeholders.

2.6.3 These principles will help the *Employer* to take direct ownership of the aspects of delivery which are core to our reputation and performance. They will allow the *Employer* to improve the quality and flexibility of its service and drive the efficiencies needed to meet affordability constraints, providing better customer service and a more resilient network at lower cost.

2.7 Technical Surveys and Testing Contract

2.7.1 An essential part of maintaining the Highways England Area asset is making informed investment decisions based on asset condition. The technical survey and testing works to be provided under this contract relate to understanding asset condition to inform highway renewal and improvements works in the Area.

3 CONSTRAINTS ON HOW THE CONTRACTOR PROVIDES THE WORKS

3.1 Quality Management

3.1.1 The *Contractor* must provide the *works* under a quality management system which:

- (1) is certified to ISO 9001,
- (2) incorporates an environmental management system which works to the principles of ISO 14001
- (3) complies with good industry practice and encourages innovation during the contract duration.

3.1.2 The *Employer* may carry out audits of the *Contractor's* quality management system from time to time. The *Contractor* allows access at any time within working hours to any place where he or any Subcontractor carries out any work that relates to this contract for the *Employer* to carry out audits, to inspect work and materials and generally to investigate whether the *Contractor* is performing his obligations under this contract. The *Contractor* provides all facilities necessary to allow such audits and inspections to be carried out.

3.2 Commercial Management

3.2.1 The *Contractor* includes on his invoices the requisition number and, where appropriate, the purchase order number.

3.2.2 The *Contractor* submits with any invoice such records as the *Employer* requires, including a monthly statement of accounts in a format agreed by both parties, indicating amounts billed, paid to date and outstanding payments to date.

3.2.3 The *Contractor* notifies the *Employer* of the name and address of his bank, the account name and number, the bank sort code and any other details required to make direct payments into that account.

3.3 Project Management

Right to use material

3.3.1 The *Employer* may use material provided by the *Contractor* under this contract for any purpose.

Working with Others

- 3.3.2 The *Contractor* does not enter into commitments when dealing with third parties that might impose any obligations on the *Employer* except with the consent of the *Employer*.

Meetings and reports

- 3.3.3 The *Contractor* reports on the performance of the *works* and attends all meetings arranged by the *Employer* for the discussion of matters connected with the performance of the *works*.
- 3.3.4 Where the *works* are delivered over a period of greater than one month, the *Contractor* submits a Monthly Review Progress Report in accordance with the guidance in Annex 2.
- 3.3.5 Where the *works* are delivered over a period of greater than one month, the *Contractor* attends a monthly progress and planning meeting to be held at the *Employer's* offices.

Drawings, specifications, software, designs and other data

- 3.3.6 The *Contractor* delivers to the *Employer* on Completion the final 'deliverable' version of any data in an agreed format.
- 3.3.7 If this contract is terminated the *Contractor* delivers to the *Employer* working versions of each deliverable that has not been completed.
- 3.3.8 If information is to be exchanged electronically, the *Contractor* complies with the *Employer's* procedures for safeguarding the connection and the format of transmitted data.
- 3.3.9 The *Contractor* provides to the *Employer* copies of such records and documents as the *Employer* requests.
- 3.3.10 The *Contractor* complies with the *Employer's* Visual identity – Requirements for our Suppliers in Annex 2.

Records

- 3.3.11 The *Contractor* creates and maintains records in accordance with Annex 2.
- 3.3.12 The *Contractor* delivers all records created and maintained in Providing the Works to the *Employer*, at the *completion date* or at a time agreed with the *Employer*.

3.4 Information security

- 3.4.1 The *Contractor* prepares a robust information security plan complying with the *Employer's* security policy and submits it to the *Employer* for

acceptance. The *Contractor* includes the security plan in its quality management system. The security plan includes procedures which:

- (1) ensure compliance with the Data Protection Acts
- (2) protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
- (3) ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,
- (4) protect IT systems from viruses and similar threats and
- (5) provide for disaster recovery, and in particular ensure that the Personal Data is safely backed-up.

3.4.2 The *Contractor* provides training for its employees and Subcontractors in accordance with the *Employer's* security policy and the security plan.

3.4.3 The *Contractor* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Works.

3.5 Contractor's premises and Access and Storage to Employer's Data

3.5.1 Any Risk Assessment is carried out by the *Employer* in accordance with or any later revision or replacement.

3.5.2 Except as expressly specified otherwise in this contract, the *Contractor* provides all premises necessary to Provide the Works.

3.5.3 The *Contractor* does not use any premise to Provide the Works until

- the premise has successfully passed the Risk Assessment. The *Employer* may request the *Contractor* to provide any information required to support any Risk Assessment or
- the *Employer* has confirmed that a premise does not require to be assessed in accordance with the Risk Assessment.

3.5.4 The *Contractor* provides the *Employer* with any information required to support any Risk Assessment.

3.5.5 The *Contractor* does not store any of the *Employer's* data that is classified as Official or higher in accordance with "Government Security Classifications" dated April 2014 (or any later revision or replacement)

- Offshore or
- in any way that it could be accessed from an Offshore location

until the *Employer* has confirmed to the *Contractor* that either

- the *Employer* has gained approval for such storage in accordance with “Offshoring information assets classified at OFFICIAL” dated November 2015 (or any later revision or replacement) or
- such approval is not required.

3.5.6 The *Contractor* complies with a request from the *Employer* to provide any information required to allow the Employer to gain approval for storing data or allowing access to data from an Offshore location in accordance with 5.10.5.

3.6 Information systems

3.6.1 The *Contractor* interfaces with the *Employers* fileshare system, or other electronic information interface as agreed with the *Employer*, for:

- (1) the management of information and records relating to the *works* and
- (2) receiving and transmitting communications, information, records and data from and to the *Employer*.

3.7 HR, Competence and Training

3.7.1 The *Contractor* provides details of its approach to Inclusion and Sustainability where requested by the *Employer*.

3.7.2 The *Contractor* either employs the *key persons* identified at the time of tender to Provide the Works, or employs a replacement person who has been accepted by the *Employer*. The *Contractor* submits the name, relevant qualifications and experience of a proposed replacement person to the *Employer* for acceptance. A reason for not accepting the person is that his relevant qualifications and experience are not as good as those of the person who is to be replaced.

3.8 Network Occupancy and Traffic Management

3.8.1 The *Contractor* complies with the requirements of the Network Occupancy Requirements in Annex 1.

3.8.2 The *Employer* provides the temporary traffic management detailed in Section 5 of the works Information for the use of the *Contractor* to Provide the Works.

3.8.3 The *Contractor* provides all other access equipment necessary to Provide the Works, with the exception of any items detailed in Section 5 of the Works information

3.8.4 The *Contractor* collaborates with the *Employer* and Others to share temporary traffic management and road space.

- 3.8.5 The *Contractor* obtains a motorway permit, or replacement permit system, from the *Employer* before accessing the site and wears all necessary PPE.
- 3.8.6 The *Contractors* staff do not access the site without the appropriate health and safety site induction from the *Contractor*, in accordance with the requirements of Annex 1.
- 3.8.7 Where working on site under the control of Others, the *Contractors* staff do not access the site without completing the appropriate site induction from the principal contractor.

3.9 Discrimination

- 3.9.1 The Contractor does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Equality Act 2010, any predecessor statute of it or any amendment or re-enactment of it from time to time (the “Discrimination Acts”).
- 3.9.2 In Providing the Works, the Contractor co-operates with and assists the Employer to satisfy its duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.
- 3.9.3 Where any employee or subcontractor employed by the Contractor is required to carry out any activity on the Employer’s premises or alongside the Employer’s employees on any other premises, the Contractor ensures that each such employee or subcontractor complies with the Employer’s employment policies and codes of practice relating to discrimination and equal opportunities.
- 3.9.4 The Contractor notifies the Employer in writing as soon as he becomes aware of any investigation or proceedings brought against the Contractor under the Discrimination Acts in connection with this contract and
- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
 - attends (and permits a representative from the *Employer* to attend) any associated meetings,
 - promptly allows access to any relevant documents and information
 - and cooperates fully and promptly with the investigatory body, court or tribunal.
- 3.9.5 The *Contractor* includes in the conditions of contract for each subcontract obligations substantially similar to those set out above.

3.10 Disclosure of Information

- 3.10.1 The Contractor acknowledges that the Employer may receive Disclosure Requests and that the Employer 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 Employer consults with the Contractor before doing so in accordance with the relevant Code of Practice. The Contractor uses his best endeavours to respond to any such consultation promptly and within any deadline set by the Employer and acknowledges that it is for the Employer to determine whether or not such information should be disclosed.
- 3.10.2 When requested to do so by the Employer, the Contractor promptly provides information in its possession relating to this contract and assists and co-operates with the Employer to enable the Employer to respond to a Disclosure Request within the time limit set out in the relevant legislation.
- 3.10.3 The Contractor acknowledges that the Employer may receive Disclosure Requests and that the Employer 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 Employer consults with the Contractor before doing so in accordance with the relevant Code of Practice. The Contractor uses his best endeavours to respond to any such consultation promptly and within any deadline set by the Employer and acknowledges that it is for the Employer to determine whether or not such information should be disclosed.
- 3.10.4 When requested to do so by the Employer, the Contractor promptly provides information in its possession relating to this contract and assists and co-operates with the Employer to enable the Employer to respond to a Disclosure Request within the time limit set out in the relevant legislation.
- 3.10.5 The Contractor promptly passes any Disclosure Request which it receives to the Employer. The Contractor does not respond directly to a Disclosure Request unless instructed to do so by the Employer.
- 3.10.6 A Disclosure Request is a request for information relating to this contract received by the Employer pursuant to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise.
- 3.10.7 The Contractor acknowledges that the Employer is obliged to publish the provisions of this contract in accordance with the Cabinet Office Efficiency Reform Group Guidance Note entitled “Transparency - Publication of New Central Government Contracts” dated December 2010 (or any later revision) except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The Employer consults with the Contractor before deciding whether information is exempt, but the

Contractor acknowledges that the Employer has the final decision. The Contractor co-operates with and assists the Employer to publish this contract in accordance with the Employer's obligation.

3.11 Conflict of interest

- 3.11.1 The *Contractor* does not take an action which would cause a conflict of interest to arise in connection with this contract. The *Contractor* notifies the *Employer* if there is any uncertainty about whether a conflict of interest may exist or arise.

3.12 Anti Bribery and Fraud

- 3.12.1 The *Contractor* complies (and ensures that any person employed by him or acting on his behalf complies) with the *Employer's* Anti Bribery Code of Conduct and Anti-Fraud Code of Conduct, collectively "the Codes". The *Contractor* complies with the Codes until Completion and with

- paragraph 4 of the *Employer's* Anti Bribery Code of Conduct and
- paragraph 3 of the *Employer's* Anti-Fraud Code of Conduct

until 6 years after Completion.

- 3.12.2 A failure to comply with this condition is treated as a substantial failure by the *Contractor* to comply with his obligations.

- 3.12.3 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Employer*) contains provisions to the same effect as this clause.

3.13 Reporting, Small and Medium Enterprises

- 3.13.1 In this clause a SME is

- a subcontractor or
- a subsubcontractor to a subcontractor

and

- is autonomous,
- is a European Union enterprise not owned or controlled by a non-European Union parent company,
- for a medium sized enterprise (medium class) employs fewer than 250 staff, has turnover no greater than 50 million Euros and does not have a balance sheet greater than 43 million Euros,
- for a small sized enterprise (small class) employs fewer than 50 staff, has turnover no greater than 10 million Euros and does not have a balance sheet greater than 10 million Euros and

- for a micro sized enterprise (micro class) employs fewer than 10 staff, has turnover no greater than 2 million Euros and does not have a balance sheet greater than 2 million Euros.

3.13.2 For each SME employed on the *services*, the *Contractor* reports to the *Employer* each quarter from the *starting date* until Completion and at the *defects date*

- the name of the SME,
- the class of SME (medium, small or micro),
- the value of the contract undertaken by the SME,
- the monthly amounts paid to the SME in the quarter and
- the aggregated value paid to the SME since the *starting date*.

3.13.3 The *Contractor* acknowledges that the *Employer* may

- publish the information supplied under paragraph 5.18.2, along with the *Contractor's* name and this contract name and
- pass the information supplied under this paragraph 5.18 to any Government Department who may then publish it along with the names of the SMEs, the *Contractor's* name and this contract name.

3.13.4 The *Contractor* ensures that the conditions of contract for each subcontractor who is an SME include

- a term allowing the *Employer* to publish the information supplied under 5.18.2 and
- provisions to the same effect as paragraphs under 5.18.

3.14 Fair Payment

3.14.1 The *Contractor* complies with the *Employer's* Fair Payment Charter.

3.15 Confidentiality

3.15.1 The *Contractor* keeps (and ensures that its employees and subcontractors keep) confidential and does not

- disclose to any person the terms of this contract nor
- use (except for the purposes of this contract) or disclose to any person any confidential or proprietary information (including Personal Data) provided to or acquired by the *Contractor* in the course of Providing the Works

except that the *Contractor* may disclose information

- to its legal or other professional advisers,
- to its employees and subcontractors as needed to enable the *Contractor* to Provide the Works,
- where required to do so by law or by any professional or regulatory

obligation or by order of any court or governmental agency, provided that prior to disclosure the *Contractor* consults the *Employer* and takes full account of the *Employer's* views about whether (and if so to what extent) the information should be disclosed,

- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- which is in the public domain at the time of disclosure other than due to the fault of the *Contractor* or
- with the consent of the *Employer*.

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ANNEX 1 – GENERAL HEALTH AND SAFETY REQUIREMENTS

1. Health and Safety

- 1.1. The *Employer* seeks to achieve the goals of no accidents and no harm arising from services provided on behalf of the *Employer*.
- 1.2. The *Employer* wishes to draw the attention of the *Contractor* to the statutory legislation and Highways England documentation that must be applied and complied with, which the *Employer* expects will operate in relation to this Contract.
- 1.3. The *Contractor* shall comply with the requirements of Highways England's safety passport scheme and ensure that all of his employees, and any of his subcontractor's, are registered in accordance with the implementation of the scheme.

2. Management of Health, Safety and Environment

- 2.1 *Contractor's* health, safety and environmental management system:
 - (1) The *Contractor* develops a formal health, safety and environmental management system. This includes the operation of health and safety management systems, health surveillance and the development of a proactive health, safety and environmental culture. This follows the principles outlined in:
 - (a) the UK Health & Safety Executive's document HSG 65 "Successful Health & Safety Management", and
 - (b) BSI OHSAS 18001 Occupational Health and safety Management Systems - specification, or
 - (c) it must be a suitable and equivalent recognised health, safety and environmental management system.
 - (2) The management system works to the principles of ISO 14001 environmental management systems,
 - (3) The *Contractor* documents the management system and fully and effectively implements the management system prior to the commencement of the *works*,
 - (4) The *Contractor* develops their health, safety and environmental management system with other Area contracts and frameworks to provide consistency of approach and interoperability, ensuring activities such as health and safety site induction is consistent between all other Area contracts and frameworks allowing seamless movement of workers between different sites within the Affected Property.

- (5) The *Contractor* interfaces and aligns their health, safety and environmental management system with the *Employer's* health, safety and environmental management systems, policies, procedures and requirements.

2.2 Subcontractor's health, safety and environmental management system:

- (1) The *Contractor* ensures that any Subcontractors which are working under his control have a formal Subcontractors Health, Safety and Environmental Management System which fulfils the requirements set out above,
- (2) The *Contractor* submits a copy of the Subcontractor management system to the *Employer* prior to commencement of the relevant Works or subsequent appointment of the Subcontractor. The *Employer* has the right to approve this system or to suggest changes and amendments prior to approval of the system.

2.3 Medical fitness:

- (1) The *Contractor* formally advises the *Employer* of any known medical disability or condition of any *Contractor's* employees or Subcontractor's employees or employees of any other related party of which the *Contractor* is aware which may adversely affect his/her own health or safety, or the health or safety of Others,
- (2) On request, the *Contractor* submits to the *Employer* such records and/or other evidence as may be reasonably required by the *Employer* to demonstrate compliance with this section.

2.4 Health assessment and control:

- (1) **Health Surveillance** - The *Contractor* ensure that his employees are provided with such health surveillance as is appropriate having regard to the risks to their health and safety which are identified by the risk assessment and in accordance with statutory legislation, including but not limited to health, safety and the environment.
- (2) **Wellbeing** - The *Employer* recognises the benefits gained by offering wellbeing services for the prevention and identification of stress related illnesses. The *Contractor* makes such services available to their employees. The *Contractor* monitor and record working days lost due to illness and working days lost due to stress and introduce management systems for minimising ill health. This data is supplied on request to the *Employer*.

2.5 Action to rectify breaches:

- (1) If, in the opinion of the *Employer*, the *Contractor* is Providing the Works in a manner which is not to its satisfaction or constitutes a breach of any of the requirements of:

- (a) any statutory legislation,
- (b) the *Contractor's* management system, or
- (c) the Subcontractor management system, or
- (d) the *Employer's* Health, Safety and Environmental Management System, or
- (e) the *Contractor's* environmental management system, or
- (f) the *Employer's* environmental management system, or

the *Employer* shall advise the *Contractor* accordingly by notice in writing.

- (2) Where the *Contractor* has been advised by the *Employer* of a breach, the *Contractor* corrects the situation by the date specified by the *Employer*.
- (3) The advice provided by the *Employer* includes the *Employer's* reasons for highlighting any breach and outline the steps required of the *Contractor* to rectify the said breach or failing in Providing the Works.

2.6 Health, safety and environmental culture:

- (1) The *Contractor*:
 - (a) operates Behavioural Safety Improvement Schemes, and
 - (b) participates in the European Week of Safety and Health initiatives.

2.7 Health, safety and environmental – exchange of information:

- (1) The *Employer* provides information to the *Contractor* to enable the works to be performed in a safe manner,
- (2) A copy of the *Employer's* health, safety and environmental policies, procedures, and guidance notes are listed in Annex 1,
- (3) The *Contractor* provides information in a manner and form specified by the *Employer*.

2.8 Asbestos:

- (1) Where the *Employer* knows asbestos to be present in any premises, the *Employer* supplies information to the *Contractor* to enable work to take place safely in accordance with the Control of Asbestos at Work

Regulations and the relevant Highways England standards and guidance documents,

- (2) The *Employer* arranges for asbestos surveys and removal of asbestos by Others where required,
- (3) In the event that asbestos containing materials are required to remain in place, the *Contractor* ensures that the *works* are carried out safely and take into account the provisions of Control of Asbestos at Work Regulations.

2.9 Health and safety advice:

- (1) The *Contractor* retains access to competent health, safety and environmental advisers.
- (2) The minimum requirements for the *Contractor's* health and safety adviser(s) will be:
 - (a) corporate membership of IOSH and/or qualified to NEBOSH Construction Certificate or above,
 - (b) a minimum of two years' related experience as a health and safety adviser, and
 - (c) a good working knowledge of legislation, guidance and standards relevant to the proposed work.

2.10 Not Used.

2.11 Health, safety and environmental in construction:

- (1) The *Contractor* ensures that assets, including Materials and Equipment are used, installed, constructed and maintained in accordance with any legal requirements and the particular laws and *Employer* standards and specifications

2.12 Incident investigation, reporting and follow-up:

- (1) The *Employer* has the right to investigate any incidents wherever they may occur,
- (2) The *Contractor* provides the *Employer* with unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the *Contractor* and the Subcontractors for this purpose (subject to any statutory or contractual obligation prohibiting this access),
- (3) On receipt of a notification of an incident the *Contractor*, in line with the *Employers* standards, determines if a formal investigation is

required, and if necessary follows the notification, investigation and reporting procedures as set out therein,

- (4) Nothing prevents the *Contractor* from carrying out its own investigation of an incident, and in such cases, the *Contractor* provides a copy of its completed incident report to the *Employer*,
- (5) Investigations by the *Contractor* are undertaken by a competent person 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,
- (6) Where the *Contractor* is compiling a draft incident report, the *Contractor* shall discuss the findings of a draft report with the *Employer* prior to the production of the final draft of such a report,
- (7) The *Contractor* shall implement applicable recommendations arising from incident investigations.

2.13 Incident statistics:

- (1) The *Contractor* shall, if requested by the *Employer*, supply detailed reports of accident and incident statistics to the *Employer* in a format and at periods specified by the *Employer*.

2.14 Monitoring incident report:

- (1) The *Contractor* shall provide the *Employer* with the following monitoring information no later than the tenth working day of each Month:
 - (a) a total of the number of man-hours worked on site during preceding Month,
 - (b) the average number of people employed during preceding Month,
 - (c) The numbers of:
 - (i) Fatal accidents,
 - (ii) Reportable diseases,
 - (iii) Dangerous occurrences,
 - (iv) Notifiable and reportable accidents,
 - (v) Lost time accidents greater than three days and less than seven days,
 - (vi) Minor accidents including no lost time and lost time up to and including 3 days,
 - (vii) Days lost from accidents in that Month,

(viii) Days lost from accidents occurring in previous Months.

- (2) The above information is presented for the preceding Month together with a summary sheet of the year-to-date.

2.15 Health, safety and environmental management audit:

- (1) The *Employer* has unrestricted access at all reasonable times to the premises, Equipment and/or Materials, Employees and records of the *Contractor* and the Subcontractor(s) (subject only to any statutory or contractual obligation prohibiting the disclosure of any such records by the *Contractor*) to audit any or all of the *Contractors* health, safety and environmental management systems,
- (2) The *Contractor* shall implement all recommendations from such audits agreed by the *Employer* within a timescale mutually agreed between the *Employer* and the *Contractor*. The *Contractor* shall include in all subcontracts rights of access for the *Employer* as described herein.

2.16 CDM compliance:

The *Contractor*:

- (1) discharges its obligations in respect of the *works* to which the CDM Regulations apply and provides the *Employer* with evidence of compliance.

The *Contractor*:

- (2) reports to the *Employer* within 24 hours, details of any serious incidents involving any person injured or killed in connection with any of the *Services*. Such incidents are reported through the Highways England's Accident and Incident Reporting System (AIRSweb),
- (3) operates an occupational health management system in line with the requirements of HSE's construction occupational health management model and
- (4) participates in working groups with the aim of improving health, safety and environmental and environmental management performance in relation to the following topics:
- (a) Designing for health, safety and environmental in buildability and operability and maintenance,
 - (b) Construction health, safety and environmental improvement, and
 - (c) Sustainable design and sustainable construction.

2.17 Health, safety and environmental – charity based incentive schemes:

- (1) The *Employer* supports and promotes the use of charity based incentive schemes as an aid to improving health, safety and environmental performance. It is a requirement that the *Contractor* also adopts such schemes and shall include a combination of local and national charities if requested to do so by the *Employer*.

3. Management of Road Risk

3.1 The *Employer* supports and promotes the use of systems and procedures for the effective management of occupational road safety. The *Contractor* has similar systems in place in accordance with HSE guidance. This includes systems for assessing traffic management, driver competency, provision of training, vehicle maintenance, accident investigation and driver safety.

3.2 Training and competence of *Contractor's* employees:

- (1) The *Contractor* ensures that only *Contractor's* employees who are competent shall be provided for the performance of the *works*,
- (2) The *Contractor* provides to the *Employer* information about the *Contractors* scheme for assuring competence of *Contractors* employees when requested to do so by the *Employer*,
- (3) The *Contractor* provides to the *Employer* records of training of *Contractors* employees when requested to do so by the *Employer*,
- (4) Unless specified otherwise herein, all training of *Contractors* employees shall be at the *Contractors* cost,
- (5) Before commencement of the *works* the *Contractor* provides to the *Employer* a signed summary statement that all *Contractors* employees are competent to undertake the roles for which they have been supplied. The *Contractor* provides further such summary statements to the *Employer* as additional *Contractors* employees are introduced,
- (6) For those roles where no suitable recognised competence standards exist, the *Contractor* provides information on the selection criteria and/or method used to provide assurance of individual competence. These may include reference to the selection process used prior to employment, any subsequent appraisals of performance/competence and any relevant training and experience.

3.3 Substance abuse:

- (1) The *Contractor* is responsible for ensuring that *Contractors* employees, whilst engaged in the performance of the Contract, 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 percentage blood alcohol concentration, as prescribed by the current Road Traffic Act, is the cut-off level for alcohol in blood,
- (2) These requirements do not apply where necessary in the case of *Contractor's* employees possessing a prohibited substance for bona fide medical reasons, for which the *Contractor* has obtained the prior written approval of the *Employer* for such *Contractor's* employees to be engaged in the performance of the service. The *Contractor* notifies the *Employer* of any *Contractor's* employees who are undergoing a voluntary detoxification/rehabilitation programme whereupon the *Employer* has the right to prevent such *Contractor's* employees from Providing the Works,
- (3) Where the *Employer* is of the opinion that any of the *Contractor's* employees employed may be in contravention of any of these requirements, the *Employer* has the right to carry out the following or insist that the Contractor performs the following:
 - (a) breath testing by breathalyser and/or urine testing by urinalysis as appropriate of such *Contractor's* employees, and/or
 - (b) a search of personal possessions and/or immediate work area of such *Contractor's* employees for evidence of a prohibited substance or items associated therewith.
- (4) The *Contractor* does not subsequently employ those personnel who, whilst undergoing a pre-employment medical examination, are found to have taken any prohibited substance,
- (5) In the event that *Contractor'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 *Employer* shall have the right to have such *Contractor's* employees immediately removed from the site,
- (6) Unless otherwise agreed to in advance in writing between the Parties, such *Contractor's* employees are thereafter not be employed to carry out any service under the Contract in any location whatsoever,

- (7) The *Contractor* ensures that all *Contractor's* employees are made aware of and comply with these requirements.

3.4 Security:

- (1) The *Employer* requires the *Contractor* and *Contractor's* employees to consent to the searching at any time by an authorised representative of the *Employer* of their person or of any article including, without limitation, any container, package, box, holdall, suitcase or vehicle which is in the possession or use of *Contractor's* employees on the site, or being retained by the *Employer* on behalf of the *Contractor* or *Contractor's* employees,
- (2) Any person not complying or unwilling to comply with the requirements above will not be permitted access to the site or shall be removed from the site and the *Employer* shall not accept liability for any costs arising directly or indirectly out of such circumstances.

3.5 Employee safety:

- (1) The *Contractor* establishes and operates consultation arrangements in accordance with all applicable Laws. The *Contractor* establishes and operates a health, safety and environmental co-ordination.

4. Environment

4.1 Environmental and sustainable development management

- (1) Sustainable development offers opportunities for both the *Employer* and the *Contractor*. It provides a way to assess long-term challenges and opportunities and identify and manage risk. For example, using resources efficiently reduces costs. Also a responsible attitude to local communities and the environment helps to maintain reputation and strong partnerships. Sustainable development drives continual improvement and looks for better ways of doing things.
- (2) In Providing the Works the *Contractor*:
 - (a) ensures that protecting and enhancing the environment is embedded into its business decision-making processes and is considered at all levels of operations,
 - (b) ensures the best practicable environmental outcomes across its activities, while working in the context of sustainable development and delivering value for money,

- (c) considers the cumulative environmental impact of its activities across its network and identify holistic approaches to mitigate such impacts and improve environmental performance,
 - (d) where appropriate, works with others to develop solutions that can provide increased environmental benefits over those that it can achieve alone, where this delivers value for money,
 - (e) calculates and consider the carbon impact of road projects and factor carbon into decisions, and seek to minimise carbon emissions and other greenhouse gases from its operations,
- (3) The *Contractor* complies with statutory requirements and not in limitation thereof. The *Contractor* familiarises itself with the legislation which impacts upon its works and any approved codes of practice and guidance notes which are also applicable.
- (4) The *Contractor* ensures that all work delivered by them and their Subcontractors is covered by proportionate and appropriate environmental assessment in line with the *Employer's* requirements and the Service Information. Where potential adverse environmental effects are identified, the *Contractor* will consult with the *Employer's* environment team and seek advice before proceeding.
- (5) The *Contractor* provides details of its environmental management system, demonstrating that it works to the principles of ISO14001. These details will include a process for the identification and prioritisation of environmental and social impacts which prioritise the biggest risks from *Contractor* work. A summary report will be provided to the *Employer* outlining highest identified risks and what mechanisms the *Contractor* has in place to mitigate them,
- (6) All environmental/sustainable information passed onto the *Contractor* by the *Employer* is made available to all Subcontractors employed by the *Contractor* on *Employer* related projects. Subcontractors are subject to regular basic environmental/sustainability awareness raising and training,
- (7) The *Employer* has the right to employ an Environmental Clerk of Works to oversee the *Contractors* work where the circumstances require it.
- (8) Not Used.
- (9) Regulatory consents and other environmental consents and permissions are obtained as appropriate,

- (10) All environmental/planning consents are applied for by the relevant person/section to ensure that the environmental regulator has sufficient time to process the application and the application does not affect the relevant completion date,
- (11) The *Contractor* informs the *Employer* of any environmental prosecutions by an environmental regulator and also report the number of category 1 and 2 pollution incidents (as defined by the Environment Agency) resulting from both direct and indirect Investment Programme work,
- (12) All complaints (either in written and verbal format) received by the *Contractor* linked to environmental, community or social issues will be recorded electronically. The *Contractor* demonstrates a system is in place to record and manage complaints and general queries for environmental/sustainable information. This information will be reported to the *Employer* on a quarterly basis,
- (13) Waste Management consignment notes are kept in line with the duty of care regulations and code of practice. The *Contractor* provides the volumes of waste sent to landfill and recycled on sites to the *Employer* on a quarterly basis.

4.2 Environmental advice:

- (1) The *Contractor* retains access to competent Environmental Adviser(s). The minimum requirements for the *Contractor's* Environmental Adviser will be:
 - (a) degree in relevant discipline,
 - (b) Associate Membership of the Institute of Environmental Management and Assessment or similar,
 - (c) a minimum of two years related experience as an Environmental adviser, and
 - (d) a good working knowledge of legislation, guidance and standards relevant to the proposed work.

4.3 Energy requirements

- (1) The *Contractor* complies with Procurement Policy Note 7/14 entitled "Implementing Article 6 of Energy Efficiency Directive"
 - (a) in Providing the Works; and
 - (b) in the purchase of new products for use by *Contractor* partially or wholly for the purpose of Providing the Works comply with the standard for products in Directive 2012/27/EU.

- (2) The *Contractor* demonstrates to the *Employer* how, through Providing the Works any new products purchased by the *Contractor* for use partially or wholly for the purpose of Providing the Works, complies with the requirements of Procurement Policy Note 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive”

FOR INFORMATION ONLY
DO NOT COMPLETE AT THIS STAGE

ANNEX 2 – RECORDS

1. General

- 1.1 For the purpose of this annex, records shall include inventories.
- 1.2 The *Contractor* creates and maintains the records in the format and for the duration set out in this annex.
- 1.3 The Source/Usage column of Table 1 identifies, where applicable, the source document that defines the inventory/record type and the frequency at which or the circumstances under which the *Contractor* updates and amends the relevant records.
- 1.4 The *Contractor* ensures that records are maintained in an acceptable format such as:
- Scanned electronic image (Acrobat .pdf or equivalent),
 - Editable electronic document (MSWord),
 - Editable electronic spreadsheet (MSExcel),
 - Electronic editable vectorised drawing format (.dwg AutoCAD format or equivalent),
 - Graphic electronic image in compressed (.jpg) format, or
 - Other formats compatible with the *Employer's* Information Systems, reference documents or guidance manuals as agreed with the *Employer*.
- 1.5 The *Contractor* may from time to time agree with the *Employer* alternative acceptable formats in which the *Contractor* maintains records, taking into account advances and other developments in information systems. The *Contractor* implements any changes as agreed with the *Employer*.
- 1.6 The *Contractor* creates and maintains (and ensures that any Subcontractors create and maintain) such records that are necessary to Provide the Works.
- 1.7 The *Contractor* provides information to the *Employer* in the format required to enable the *Employer* to prepare documentation for the invitation of tenders to support maintenance services, renewal and improvement schemes.
- 1.8 Where applicable, all records created or maintained electronically shall have the metadata (document properties) completed to the satisfaction of the *Employer*.

2. Retention of Records

- 2.1 The *Contractor* retains all electronic, paper and other records in good order for the duration of this contract in such form as to be capable of audit (including electronic means) by the *Employer*. The *Contractor* makes the records available for inspection by the *Employer* at all reasonable times and provides copies of any records as requested by the *Employer*.
- 2.2 The *Contractor* retains all electronic records:

- in an Electronic Document and Records Management System, or such other electronic system, as agreed by the *Employer* so as to enable the *Employer* to achieve its statutory record keeping responsibilities, and
- until the *completion date* or termination of this contract (unless the *Employer* agrees otherwise) and subject to any applicable law or legal requirement imposing a different retention period.

2.3 The Contractor :

- preserves (in a manner which is compatible with the requirements of Annex 2 and the Information Systems used by the *Employer*) documents, data, material and other records provided to it from the *starting date* to the *completion date*,
- securely disposes of obsolete paper records with the prior approval of the *Employer* and
- prepares all records that it is obliged to produce, and regularly backs-up such records to avoid any damage to them (including loss of data or data corruption).

Table 1: Record Types

Ref No.	Record Type	Source/Usage
1.	Agreements between the <i>Employer</i> and Others	
2.	All Certificates issued by the <i>Contractor</i>	Wherever the <i>Contractor</i> is required to issue a certificate under the contract
3.	All information to be included in Health and Safety files	<i>Employer</i>
4.	All Drawings/ plans/ maps	Whenever the <i>Contractor</i> is required to produce, update, amend or receive from others drawings, plans or maps in accordance with the contract
5.	All records/data required to populate reports under this contract to be issued by the <i>Contractor</i> .	
6.	Financial Records	All financial records required to be captured, recorded or updated by the <i>Contractor</i> , or required to substantiate or demonstrate validity of the financial transactions

Table 1: Record Types

Ref No.	Record Type	Source/Usage
7.	Photographic Images (High Resolution: 300DPI, Large file format)	Wherever the <i>Contractor</i> is required to obtain photographs including progress photographs
8.	All correspondence with Suppliers, Subcontractors and Others.	

National Asset Delivery
Technical Surveys and Testing

Site Information for M1 Junction 25
Traffic Signals Renewal MDP – Loop
Testing

1. Site boundary, extents and access arrangements

The scheme is located at the Junction of the M1 and A52 (J25).

Site extents are as detailed on Drawing No: 569240-KIER-GEN-M1_JN25_Z-DR-Z-0000_01 Location Plan.

Survey works are to be carried out within verges, footways and atop overbridges adjacent the carriageway. Lane closures on slip roads and Ring Management on the roundabout gyratory are anticipated to carry out all survey works. Survey works consist of the following:

- Duct Proving (to be provided by others)
- GPR (to be provided by others)
- Loop Testing
- WAC Testing (to be provided by others)

2. Pavement

The site limits consist of 2 and 3 Lane Motorway Slip roads, 2 and 3 Lane APTR Slip Roads, 3 Lane Roundabout and adjacent footways / verges.

Topographical survey

Topographical Surveys are not required.

3. Drainage

Existing drainage is not expected to be affected by the survey works, within the site extents.

4. Geotechnical

Geotechnical features are not expected to be affected by the survey works, within the site extents

5. Soft Estate and Environment

Vegetation clearance is to be carried out by others in order to facilitate survey works .

Locations as detailed on drawing Nos: HE569240-KIER-HSC-M1_JN25_Z-DR-CH-0200-01 to HE569240-KIER-HSC-M1_JN25_Z-DR-CH-0200-07

In accordance with Environmental Action Form, no significant environmental impacts are expected.

6. Traffic Signs, Road Markings

Existing Traffic Signs and Road Markings are not expected to be affected by the survey works, within the site extents.

7. Lighting

Existing Traffic Signs and Road Markings are not expected to be affected by the survey works, within the site extents.

8. Structures and Buildings

Duct Proving (to be provided by others), Loop Testing

Existing equipment to be tested are present in/on overbridges however the structures are not expected to be affected by the survey works, within the site extents.

Location of equipment as shown on Drawing Nos: HE569240-KIER-VGN-M1_JN25_Z-DR-CH-120001 and HE569240-KIER-VGN-M1_JN25_Z-DR-CH-120002.

9. Technology

NRTS Technology Contractor 'Telent' to be consulted prior to excavation works 'ES1' proforma to be completed and works coordinated with Telent personnel.

Statutory Undertakers (inc NRTS) Drawing Nos: HE605286-KIER-VUT-M1_JN25_Z-DR-CH-260001 to HE605286-KIER-VUT-M1_JN25_Z-DR-CH-260007 on File.

10. Statutory Undertakers

GPR Surveys (to be provided by others)

Refer to Traffic Signal Renewals – Additional Surveys and Investigation (GPR Surveys) 'Works Information Document for further information / requirements.

Statutory Undertakers Drawing Nos: HE605286-KIER-VUT-M1_JN25_Z-DR-CH-260001 to HE605286-KIER-VUT-M1_JN25_Z-DR-CH-260007 on File.

11. Traffic

Loops

Refer to Traffic Signal Renewals – Additional Surveys and Investigation (Loop Testing) 'Works Information Document for further information / requirements.

Location of equipment as shown on Drawing Nos: HE569240-KIER-VGN-M1_JN25_Z-DR-CH-120001 and HE569240-KIER-VGN-M1_JN25_Z-DR-CH-120002.

National Asset Delivery
Technical Surveys and Testing

Site Information for M1 Junction 28
Traffic Signals Renewal MDP – Loop
Testing

1. Site boundary, extents and access arrangements

The scheme is located at the Junction of the M1 and A38 (J28).

Site extents are as detailed on Drawing No: HE605193-KIER-GEN-M1_J28-DR-Z-000001 Location Plan.

Survey works are to be carried out within verges, footways and atop overbridges adjacent the carriageway. Lane closures on slip roads and Ring Management on the roundabout gyratory are anticipated to carry out all survey works. Survey works consist of the following:

- Duct Proving (to be provided by others)
- GPR (to be provided by others)
- Loop Testing
- WAC Testing (to be provided by others)

2. Pavement

The site limits consist of 2 and 3 Lane Motorway Slip roads, 2 and 3 Lane APTR Slip Roads, 3 Lane Roundabout and adjacent footways / verges.

Topographical survey

Topographical Surveys are not required.

3. Drainage

Existing drainage is not expected to be affected by the survey works, within the site extents.

4. Geotechnical

Geotechnical features are not expected to be affected by the survey works, within the site extents

5. Soft Estate and Environment

No vegetation clearance is anticipated in order to facilitate the survey works.

In accordance with Environmental Action Form, no significant environmental impacts are expected.

6. Traffic Signs, Road Markings

Existing Traffic Signs and Road Markings are not expected to be affected by the survey works, within the site extents.

7. Lighting

Existing Traffic Signs and Road Markings are not expected to be affected by the survey works, within the site extents.

8. Structures and Buildings

Duct Proving (to be provided by others), Loop Testing

Existing equipment to be tested are present in/on overbridges however the structures are not expected to be affected by the survey works, within the site extents.

Location of equipment as shown on Drawing Nos: HE605193-KIER-VGN-M1_J28-DR-CH-120001 to HE605193-KIER-VGN-M1_J28-DR-CH-120003.

9. Technology

NRTS Technology Contractor 'Telent' to be consulted prior to excavation works 'ES1' proforma to be completed and works coordinated with Telent personnel.

Statutory Undertakers (inc NRTS) Drawing Nos: HE605193-KIER-VGN-M1_J28-DR-CH-110001 on File.

10. Statutory Undertakers

GPR Surveys (to be provided by others)

Refer to Traffic Signal Renewals – Additional Surveys and Investigation (GPR Surveys) 'Works Information Document for further information / requirements.

Statutory Undertakers Drawing Nos: HE605193-KIER-VGN-M1_J28-DR-CH-110001 on File.

11. Traffic

Loops

Refer to Traffic Signal Renewals – Additional Surveys and Investigation (Loop Testing) 'Works Information Document for further information / requirements.

Location of equipment as shown on Drawing Nos: HE605193-KIER-VGN-M1_J28-DR-CH-120001 to HE605193-KIER-VGN-M1_J28-DR-CH-120003.

National Asset Delivery
Technical Surveys and Testing

Site Information for M69 Junction 1
Traffic Signals Renewal MDP – Loop
Testing

1. Site boundary, extents and access arrangements

The scheme is located at the Junction of the M69 and A5 (J1).

Site extents are as detailed on Drawing No: HE605193-KIER-GEN-A5_M_Z-DR-Z-0000_01-000001Location Plan.

Survey works are to be carried out within verges, footways and below overbridges adjacent the carriageway. Lane closures on slip roads and Ring Management on the roundabout gyratory are anticipated to carry out all survey works. Survey works consist of the following:

- Duct Proving (to be provided by others)
- Loop Testing
- WAC Testing (to be provided by others)

2. Pavement

The site limits consist of 2 and 3 Lane Motorway Slip roads, 2 and 3 Lane APTR Slip Roads, 4 Lane Roundabout and adjacent footways / verges.

Topographical survey

Topographical Surveys are not required.

3. Drainage

Existing drainage is not expected to be affected by the survey works, within the site extents.

4. Geotechnical

Geotechnical features are not expected to be affected by the survey works, within the site extents

5. Soft Estate and Environment

No vegetation clearance is anticipated in order to facilitate the survey works.

In accordance with Environmental Action Form, no significant environmental impacts are expected.

6. Traffic Signs, Road Markings

Existing Traffic Signs and Road Markings are not expected to be affected by the survey works, within the site extents.

7. Lighting

Existing Traffic Signs and Road Markings are not expected to be affected by the survey works, within the site extents.

8. Structures and Buildings

Duct Proving (to be provided by others), Loop Testing

Existing equipment to be tested is present below overbridges however the structures are not expected to be affected by the survey works, within the site extents.

Location of equipment as shown on Drawing Nos: HE605193-KIER-VGN-A5_M_Z-DR-EC-120001 to HE605193-KIER-VGN-A5_M_Z-DR-EC-120003 .

9. Technology

NRTS Technology Contractor 'Telent' to be consulted prior to excavation works 'ES1' proforma to be completed and works coordinated with Telent personnel.

Statutory Undertakers (inc NRTS) Drawing Nos: HE605193-KIER-VUT-A5_M_Z-DR-CH-260001 on File.

10. Statutory Undertakers

Statutory Undertakers Drawing Nos: HE605193-KIER-VUT-A5_M_Z-DR-CH-260001 on File.

11. Traffic

Loops

Refer to Traffic Signal Renewals – Additional Surveys and Investigation (Loop Testing) 'Works Information Document for further information / requirements.

Location of equipment as shown on Drawing Nos: HE605193-KIER-VGN-A5_M_Z-DR-EC-120001 to HE605193-KIER-VGN-A5_M_Z-DR-EC-120003.

Price List	
Name	Traffic Signal Rrenewals (Loop Testing)
Contractor	[Insert Contractor]

Guidance notes & preamble for the Contractor
<p>The Contractor is paid in accordance with Clause 50 & 51. The rates and prices entered in the Price List shall be deemed to be the full inclusive value of the work covered by the items</p> <p>You are required to submit a Rate or Price for each Item associated with the Providing the Works</p> <p>Where an Item has specified Quantity, you should enter a value in the Rate column and the Price for each Item should be equal to the specified Quantity multiplied by your submitted Rate. Payment for these items will be made in accordance with the Contract i.e. total Quantity completed multiplied by the Rate.</p> <p>For Items where the unit is specified as 'lump sum' you should submit a Price only.</p> <p>All Rates and Prices must be quoted in pounds and whole new pence to two decimal places and exclude VAT. Any item priced as zero must be explained within your tender proposal.</p> <p>You should ensure the total is correct before submission. If necessary, the Employer may contact a tenderer whose Offer has required an arithmetical adjustment.</p>

Price List Part 2					
Item No.	Item Description	Unit	Quantity	Rate	Price
1.01	Pre-commencement site inspection & client meeting	meeting	2	£0.00	£0.00
1.02	Risk Assessments & RAMS to comply with H&S and CDM requirements	Item	1	£0.00	£0.00
1.03	Mobilise all equipment and plant to the works site	Item	1	£0.00	£0.00
1.04	Frame Loop Testing within site extents at locations shown on drawings •HE569240-KIER-VGN-M1_JN25_Z-DR-CH-120001 •HE569240-KIER-VGN-M1_JN25_Z-DR-CH-120002 •HE605193-KIER-VGN-A5_M_Z-DR-EC-120001 •HE605193-KIER-VGN-A5_M_Z-DR-EC-120002 •HE605193-KIER-VGN-A5_M_Z-DR-EC-120003 •HE605193-KIER-VGN-M1_J28-DR-CH-120001 •HE605193-KIER-VGN-M1_J28-DR-CH-120002 •HE605193-KIER-VGN-M1_J28-DR-CH-120003	Item	59	£0.00	£0.00
1.05	Provide electronic drawings/report/Photographhs etc of findings as detailed in TST document,	Item	1	£0.00	£0.00
total of the Prices					£0.00

**National Asset Delivery
Technical Surveys and Testing**

**Contract Documents for Traffic Signals
Renewals - Loop Testing**

CONTENTS AMENDMENT SHEET

[illegible]

1. Contract Data

The *Employer* is Highways England Company Limited, a company incorporated in and in accordance with the laws of England (company no. 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ. Contact details for Highways England are:

Name [REDACTED]
 Address Stirling House, lakeside Court, Osier Drive, Sherwood Business Park,
 Nottinghamshire, NG15 0DS
 Telephone
 E-mail address [REDACTED]

The *works* are to provide loop testing works, as detailed in the tender documentation.

The *sites* are located along the Area 7 (East Midlands) network – refer to associated drawings.

The *starting date* is 13th September 2021.

The *completion date* is 6th October 2021.

The *period for reply* to a communication is 1 week.

The *defects date* is 26 weeks after Completion.

The *defect correction period* is 4 weeks.

The *delay damages* are £NIL per day.

The *assessment day* is the last day of each calendar month.

The *retention* is nil.

The United Kingdom Housing Grants, Construction and Regeneration Act (1996, as amended) applies.

The *Adjudicator* is the person chosen by the Parties from the list of Adjudicators published by the Institution of Civil Engineers.

The *Adjudicator nominating body* is the Institution of Civil Engineers.

The Principal Designer is:

Name [REDACTED]
 Firm Kier
 Address [REDACTED]
 [REDACTED]

The interest rate is, unless the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 otherwise require, 3% per annum above the Bank of England base rate in force from time to time.

The *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is £10,000,000.

The minimum amount of cover for the third insurance stated in the Insurance Table is £10,000,000 for any one occurrence without limit to the number of occurrences (except for claims arising out of pollution, contamination and products liability, where the minimum amount of cover applies in the aggregate in any one annual period of insurance).

The minimum amount of cover for the fourth insurance stated in the Insurance Table is £10,000,000 for any one occurrence.

The minimum amount of cover for the fifth insurance stated in the Insurance Table is £5,000,000 in respect of any one claim the number of claims being unlimited in any annual policy period and in the annual aggregate in respect of pollution and contamination, with an inner limit of £1,000,000 in the annual aggregate in respect of asbestos.

The *tribunal* is arbitration.

The arbitration procedure is the Institution of Civil Engineers Arbitration Procedure (Third Edition) April 2012.

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (April 2013) and the following additional conditions:

Z1 Conditions of Contract

Identified and defined terms

Z1.1 Insert the following definitions into clause 11.2:

“(14) Intellectual Property Rights are any current and future legal and equitable interests in patents, trademarks, design rights, copyright, know-how and other similar rights, whether or not registered or capable of registration.

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

- the *Contractor* or a company associated with the *Contractor* and
- the *Employer* or any other person

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

Payment

Z1.2 The following replaces clause 51.1:

“The *Employer* pays on or before the final date for payment.”

Insurance cover

Z1.5 In the Insurance Table in clause 82.1:

Z1.5.1 In the row for the first insurance stated in the Insurance Table delete “The *Employer's* certificate of Completion has been issued” and insert “Cover is not required”.

Z1.5.2 In the row for the second insurance stated in the Insurance Table delete “, Plant and Materials”.

Z1.5.3 Insert the following as the row for a fifth insurance stated in the Insurance Table:

Failure of the <i>Contractor</i> to use the skill and care normally used by contractors providing works similar to the <i>works</i>	The amount stated in the Contract Data	6 years following Completion or earlier termination
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Z2 Corrupt practices

Z2.1 The *Contractor* does not

- offer or give to any person in the service of the *Employer* any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of this contract or any other contract with the *Employer* or for showing favour or disfavour to any person in relation to this contract or any other contract with the *Employer* or
- enter into this contract or any other contract with the *Employer* if, in connection with this contract or any such other contract, commission has been paid or an agreement for the payment of commission has been made by him or on his behalf or to his knowledge.

Z2.2 A failure to comply with this condition is treated as a substantial failure by the *Contractor* to comply with this contract.

Z3 Recovery of sums due from Contractor

Z3.1 Where under this contract any sum of money is recoverable from or payable by the *Contractor* such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time thereafter may become due to the *Contractor* under this contract or any other contract with the *Employer* or any Department or Office of Her Majesty's Government.

Z4 Discrimination, Bullying and Harassment

Z4.1 The *Contractor* indemnifies the *Employer* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Employer* arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the *Contractor*.

Z5 Subcontracting – RIDDOR

Z5.1 Before appointing a proposed subcontractor or allowing a subcontractor to appoint a proposed subsubcontractor, the *Contractor* submits to the *Employer* for acceptance details of any RIDDOR Incident under any contract for which the proposed subcontractor or subsubcontractor is responsible and of any enforcement action brought against the proposed subcontractor or subsubcontractor.

Z5.2 The *Contractor* does not appoint the proposed subcontractor (or allow the subcontractor to appoint the proposed subsubcontractor) until the *Employer* has accepted the submission. A reason for not accepting the submission is that the *Employer* is not satisfied that the proposed subcontractor or subsubcontractor has put in place adequate measures to ensure that the RIDDOR Incident or enforcement action will not recur.

Z5.3 If requested by the *Employer*, the *Contractor* provides further information to support, update or clarify a submission under clause Z5.1.

Z5.4 If, following the acceptance of a submission under clause Z5.2, it is found that the subcontractor or subsubcontractor has not put in place adequate measures to ensure that the RIDDOR Incident or enforcement action will not recur, the *Employer* may instruct the *Contractor* to

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

Z6 Value Added Tax (VAT) Recovery

Z6.1 Where under this contract any amount is calculated by reference to any sum which has been or may be incurred by any person, the amount shall include any VAT in respect of that amount only to the extent that such VAT is not recoverable as input tax by that person (or a member of the same VAT group) whether by set off or repayment.

Z7 Construction Industry Scheme

Z7.1 This contract falls within the scope of the Construction Industry Scheme provided for by Chapter 3, Part 3 of the Finance Act 2004 (the "Act") and the Income Tax (Construction Industry Scheme) Regulations 2005 (SI 2005/2045) (the "Regulations").

Z7.2 The *Contractor* provides the information required by the Regulations to enable the *Employer* to verify (in accordance with paragraph 6 of the Regulations) whether the *Contractor*

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

Z7.3 If the *Contractor* is registered for payment under deduction or is neither registered nor exempt from registration

- the *Contractor* submits an application for payment which separately identifies the cost of labour and
- the *Employer* deducts the relevant percentage from the payment in accordance with the Act and the Regulations.

Z8 Intellectual Property Rights

Z8.1 All Intellectual Property Rights in documents created by or on behalf of the *Employer* in connection with the contract are the property of the *Employer*.

Z8.2 The *Contractor* assigns to the *Employer* all present and future Intellectual Property Rights in all documents created by the *Contractor* or any subcontractor in performing its obligations under the contract. The *Contractor* obtains from a subcontractor equivalent rights over the material prepared by the subcontractor.

Z9 Removal of work

Z9.1 The *Employer* may instruct the *Contractor* that for urgent reasons of health and safety, part or all of the *works* is to be temporarily removed from this contract. The *Contractor* acknowledges that the *Employer* may himself provide or may appoint another supplier in place of the *Contractor* to provide work similar to the removed *works* (or part of them).

Z9.2 An instruction given under clause Z9.1 is assessed as a compensation event, except that if the instruction is given for one of the reasons R1-R4, the assessment includes a deduction of the forecast of the additional cost to the *Employer* of completing the removed *works*.

Z10 Termination – PCRs, Regulation 73

Z10.1 The *Employer* may terminate the *Contractor's* obligation to Provide the Works if one of the mandatory or discretionary grounds for exclusion referred to in regulation 57 of the Public Contracts Regulations 2015 applied to the *Contractor* at the Contract Date. The procedure and amount due on termination are the same as for reason R2.

Z10.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Works if

- this contract has been subject to a substantial modification which would have required a new procurement procedure pursuant to regulation 72 of the Public Contracts Regulations 2015 or
- the Court of Justice of the European Union declares, in a procedure under Article 258 of the Treaty on the Functioning of the European Union, that a serious infringement of the obligations under the European Union Treaties and the Public Contracts Directive has occurred.

The procedure and amount due on termination are the same as for

- R2 if the modification or infringement was due to a default by the *Contractor*,
- R5 if the modification or infringement was due to a default by the *Employer*.

Z11 Not Used.

Z12 Contractor's premises and Access and Storage to Employer's Data

Z12.1 In this contract

Risk Assessment is a full risk assessment and security review carried out by the *Employer* in accordance with this contract.

Offshore is a location outside the United Kingdom of Great Britain and Northern Ireland.

Z12.2 Any failure of the *Employer* to gain approval for storing information Offshore or allowing access to information from an Offshore location in accordance with this contract

- is not a compensation event and
- does not relieve the *Contractor* from his obligation to Provide the Works.

Z12.3 Failure of premises to pass the Risk Assessment

- is not a compensation event and
- does not relieve the *Contractor* from his obligation to Provide the Works.

Z12.4 The *Contractor* pays the *Employer's* costs associated with undertaking any Risk Assessment.

FOR INFORMATION ONLY
DO NOT COMPLETE AT THIS STAGE

2. The *Contractor's* Offer

The *Contractor* is

Name [INSERT COMPANY NAME AND DETAILS BELOW]

Address

Telephone Fax

E-mail address

The percentage for overheads and profit added to the Defined Cost for people is [CONTRACTOR TO INSERT % FIGURE]

The percentage for overheads and profit added to other Defined Cost is [CONTRACTOR TO INSERT % FIGURE]

The offered total of the Prices is [CONTRACTOR TO INSERT TOTAL IN £s]

3. Price List

The Price List can be found in 'Area 7 - M1 J25 28 & M69 Signals Renewals – Loop Testing – Price List'.

FOR INFORMATION ONLY
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4. Works Information

The Works Information is in the document entitled 'Area 7 - M1 J25 28 & M69 Signals Renewals – Loop Testing – Works Info'.

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5. Site Information

The Site Information is in the documents entitled '569240 M1 J25 National TST Model Site Information', '605238 M1 J28 National TST Model Site Information' and '605257 M69 J1 National TST Model Site Information'.

FOR INFORMATION ONLY
DO NOT COMPLETE AT THIS STAGE

**National Asset Delivery
Technical Surveys and Testing**

**Form of Tender for Traffic Signals
Renewals - Loop Testing**

FORM OF TENDER

To: HIGHWAYS ENGLAND COMPANY LIMITED a company incorporated in and in accordance with the laws of England and Wales having as its registered number 09346363 of Bridge House, 1 Walnut Tree Close, Guildford, Surrey, England, GU1 4LZ ("the Employer")

at: Stirling House, Lakeside Court, Osier Drive, Sherwood Business Park, Nottinghamshire, NG15 0DS

This tender relates to the provision of works in relation to Traffic Signals Renewals - Loop Testing.

Having examined

- the conditions of contract, being the NEC3 engineering and construction short contract (April 2013) and any Z Clauses,
- the Contract Data,
- the Works Information,

and all published tender amendments and clarifications, we offer to Provide the Works for a sum to be determined in accordance with the conditions of contract.

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

Volume 1: Proposals for Providing the Works

- Completed Health & Safety Submission including a Risk Register
- Programme
- [Tenderer to state any other information that they have provided which form part of their Proposals for Providing the Works]

Volume 2:

- Completed Contractor's Offer
- a Price List
- a summary of relevant insurance policies and certificates where appropriate.
- any request made for non-disclosure under the Freedom of Information Act 2000.

We confirm that we have fully completed and returned, or uploaded onto Bravo, all the above listed documents, including all necessary attachments.

We understand that you are not bound to accept the lowest or any tender received, nor are Highways England liable for any tender costs we have incurred should you choose not to award a tender or the process is cancelled for whatever reason.

We agree that you may disclose any information and documents submitted by us during this procurement more widely within Government for the purpose of ensuring effective cross - Government procurement processes, including value for money and related purposes.

We agree that we will meet with the commitments set out in Highways England's Anti Bribery and Anti Fraud Codes of Conduct and strive to meet the commitments set out in Highways England Fair Payment Charter.

We confirm that we have, or will have, the correct level of insurance(s) and that we agree to present all such certificates and documentation as required by Highways England prior to contract award and confirm that we will take responsibility for dealing with claims or parts of such claims within our insured excess amounts.

We certify that this tender is made in good faith and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not:

- (1) before the award of any contract for the works:
 - (a) communicate to any person other than the *Employer* the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
 - (b) enter into any agreement or arrangement with any person that they shall refrain from tendering or as to the amount of any tender to be submitted;
- (2) Pay, give or offer or agree to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the *service*, any act or thing of the sort described at (1)(a) or (1)(b) above.

We also certify that the principles described in paragraph (1) and (2) above have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such subcontractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

In this certification, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions. The word "person" includes any

persons and anybody or association, corporate or un-incorporate; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the works" means the works in relation to which this tender is made.

This offer is open for acceptance for a period of 90 calendar days after the tender return date.

To help Government develop its procurement policy in respect of small businesses, the Department needs to gather information about the size of the organisations we invite to tender. Please tick one of the following boxes:

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

In addition:

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

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

We are a consortium and we attach here a statement signed by all members of our consortium confirming the legal form of the entity which will enter into a formal Agreement with you, if this offer is accepted. Where our consortium intends to contract as an unincorporated joint venture, we also confirm that (if selected) each of the consortium members will accept joint and several liability for all of the Contractor's obligations under the contract.

Dated this day of 20.....

Signature In capacity of

Name (e.g. Director, Secretary, etc.)
(in capitals)

Duly authorised to sign tenders for and on behalf of:

.....

Registered address..... Tel no

..... Fax no

..... E-mail