

24.4.2. The *Consultant* operates the *Client's* Current Systems and the *Client's* New Systems detailed in Annex 6.

24.4.3. The *Consultant* uses those systems, standards and procedures detailed in Annex 6, and facilitates new operating practices required as a result of the *Client's* amendments to the systems, standards and procedures detailed in Annex 6.

11.4.2 Confidentiality and disclosure of information

11.4.2.1. Within two weeks of a termination for any reason, the *Consultant* returns to the *Client* any confidential or proprietary information belonging to the *Client* in the *Consultant's* possession or control and deletes (and procures that any Subcontractor deletes) any electronic information or data held by the *Consultant* or any Subcontractor relating to the *Client* or the contract.

## 25. GENERAL OBLIGATIONS

25.1.1. In Providing the Service, the *Consultant* :

- (1) ensures that the key objectives for this contract set out in Annex 2 are met, including designing and implementing processes and procedures in its Quality Plan in a manner that achieves the key objectives and continually looks to identify new innovative more efficient ways of delivering the key objectives,
- (2) minimises the risk of damage or disturbance to or destruction of third party property, and
- (3) ensures the *Client* and *Others* with statutory duties or functions in relation to the Affected Property or other adjoining roads are able to perform those duties and functions unimpaired.

25.1.2. *Consultant* co-operates with the *Service Manager* in obtaining and providing information which they need in connection with the Affected Property.

25.1.3. The *Consultant* manages its activities in such manner as to assist the *Client* to meet the targets in the *Client's* business plan as modified and updated from time to time.

25.1.4. Identified and defined terms are set out in Appendix A.

### 25.2. Statutory Powers

25.2.1. The *Consultant* advises the *Client* where it becomes aware that it is necessary or beneficial for the *Client* to use any statutory power in order for the *Consultant* to fulfil its duties.

25.2.2. The *Consultant* carries out additional services not required to undertake the *Consultant's* other responsibilities under this contract, when instructed by the *Client* to support the *Client* in exercising their statutory powers.

### **25.3. Reference Documents**

25.3.1. The *Client* has developed and identified reference documents to meet its procedural and technical requirements. The current documents are set out in Annex 3. In Providing the Service, the *Consultant* meets the *Client's* requirements and complies with the requirements of the reference documents in Annex 3.

### **25.4. Confidentiality, Security and Conflict of Interest**

25.4.1. The *Consultant* arranges for staff to be vetted in accordance with the requirements of the *Consultant* in Annex 8 whether this be during or after mobilisation.

25.4.2. The *Consultant* manages conflict of interest in accordance with the requirements of the *Consultant* in Annex 8

### **25.5. Official Secrets Act**

25.5.1. The Official Secrets Act 1989 applies to the contract from the *starting date* until the *defects date* or earlier termination. The *Consultant* notifies its employees and Subcontractors of their duties under this Act.

25.5.2. A breach of paragraph 24.5.1 is treated as a substantial failure by the *Consultant* to comply with its obligations.

### **25.6. Anti-Bribery and Anti-Fraud**

25.6.1. The *Consultant* complies (and ensures that any person employed by it or acting on its behalf complies) with the *Client's* Anti Bribery Code of Conduct and Anti-Fraud Code of Conduct, collectively "the Codes". The *Consultant* complies with the Codes until Completion of the whole of the *service* and with

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

until 12 years after Completion of the whole of the *service*.

25.6.2. A failure to comply with this condition is treated as a substantial failure by the *Consultant* to comply with its obligations.

25.6.3. The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause.

## 25.7. Discrimination, Bullying and Harassment

25.7.1. The *Consultant* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.

25.7.2. Where possible in Providing the Service, the *Consultant* co-operates with and assists the *Client* 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.

25.7.3. Where any employee or Subcontractor employed by the *Consultant* or other person on behalf of the *Consultant* or a Subcontractor is required to carry out any activity alongside the *Client's* employees in any premises, the *Consultant* ensures that each such employee or Subcontractor or other person, save for the *Client's* employees or agents, complies with the *Client's* employment policies and codes of practice relating to discrimination and equal opportunities

25.7.4. The *Consultant* notifies the *Service Manager* in writing as soon as it becomes aware of any investigation or proceedings brought against the *Consultant* under the Discrimination Acts in connection with the contract and

- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
- attends (and permits a representative from the *Client* to attend) any associated meetings,
- promptly allows access to any relevant documents and information and
- cooperates fully and promptly with the investigatory body, court or tribunal.

25.7.5. The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause.

25.7.6. The *Consultant* complies (and ensures that any Subcontractor complies) with the *Client's* policies relating to bullying and harassment. If the *Service Manager* considers that the presence or conduct of any of the Staff at any location relevant to the performance of the service is undesirable or in breach of the *Client's* policies, the *Service Manager* instructs the *Consultant* to implement corrective action.

25.7.7. A failure to to comply with this condition is treated as a substantial failure by the *Consultant* to comply with its obligations.

## 25.8. Pensions

25.8.1 Appointed Actuary is the actuary appointed to the *Consultant's* Pension Plan from time to time in accordance with Section 47 of the Pensions Act 1995 and the regulations made under it.

25.8.2 *Consultant's* Alternative Pension Plan is the pension scheme established or nominated by the *Consultant* for the purposes of paragraph 25.8.14 and which satisfies the conditions set out in paragraph 25.8.15.

25.8.3 *Consultant's* Pension Plan is the pension scheme established or nominated by the *Consultant* for the purposes of paragraph 25.8.8 and which satisfies the conditions set out in paragraph 25.8.9.

25.8.4 GAD Certificate is the certificate issued by the Government Actuary's Department in respect of the *Consultant's* Pension Plan (or any replacement pension scheme established or nominated by a Subcontractor) confirming the broad comparability of the *Consultant's* Pension Plan (or the replacement scheme) to the Original Scheme.

25.8.5 Local Government Pension Scheme is the pension scheme governed by the Local Government Pension Scheme Regulations (SI 1997/1612) as amended from time to time.

25.8.6 Original Scheme is the Local Government Pension Scheme or such other public service pension scheme as was applicable.

25.8.7 Outgoing Consultant's Pension Scheme is the registered pension scheme or schemes operated by an Outgoing Consultant immediately prior to the *go live date* which has been certified by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Original Scheme.

25.8.8 The *Consultant* ensures that any Transferring Employees

- who were originally employed by a public sector *Client* in providing services similar to the service and were members of the Original Scheme,
- whose employment transferred to a private sector employer pursuant to the Transfer of Undertakings (Protection of Employment)

Regulations 1981 or TUPE and who have been continuously employed in providing services similar to the service up to the go live date and

- who immediately before the go live date are members of the Outgoing Consultant's Pension Scheme
- automatically become members of the Consultant's Pension Plan on and from the go live date and (except in the case of any such Transferring Employee who opts out of membership of the *Consultant's* Pension Plan in writing in a form approved by the *Client*) remain members of the *Consultant's* Pension Plan throughout the period of their employment in connection with Providing the Service.

25.8.9 The *Consultant* ensures that the *Consultant's* Pension Plan

- is a registered pension scheme for the purposes of the Finance Act 2004,
- is a scheme which (in the opinion of the Government Actuary's Department acting in accordance with its Statement of Practice) is a broadly comparable scheme to the Original Scheme assessed at the point the Transferring Employees left the Original Scheme, or with the *Client's* agreement assessed at the go live date on the basis that the Transferring Employees had remained active members of the Original Scheme and
- is a scheme which satisfies all of the *Consultant's* benefit obligations under TUPE and the Pensions Act 2004.

25.8.10 The *Consultant* submits such documents and information as the *Client* may reasonably require to enable the *Client* to satisfy itself that the *Consultant's* Pension Plan complies with the requirements of paragraph 25.8.9 and the *Consultant* delivers a GAD Certificate to the *Client* at least three months before the *go live date*.

25.8.11 Unless the prior written consent of the *Client* is given, the *Consultant*

- complies with the requirements of the Pensions Act 2004, the Occupational Pension Schemes (Member-Nominated Trustee and Directors) Regulations 2006, the Pension Regulator's Code of Practice no 8 (member-nominated trustee and directors - putting in place and implementing arrangements) and all other applicable legislative or regulatory requirements insofar as they relate to the appointment of member nominated trustees or directors,
- ensures that the *Consultant's* Pension Plan contains a provision requiring that no amendment to the *Consultant's* Pension Plan can

be made in respect of the Transferring Employees referred to in paragraph 25.8.8 which could reduce the value of the accrued benefits of any such Transferring Employee (or any beneficiary claiming by or through them), such value to be calculated on a basis which allows for service (including, but not restricted to, service credited following transfers of assets to the Outgoing Consultant's Pension Scheme from other pension schemes) to the date upon which the power to amend is exercised and the expected future growth in earnings of the Transferring Employee in question as determined by the trustees of the *Consultant's* Pension Plan from time to time having consulted the Appointed Actuary and

- ensures that the *Consultant's* Pension Plan contains a provision requiring that the transfer value payable in respect of any Transferring Employee referred to in 25.8.8 or any group of such Transferring Employees who leaves the employment of the *Consultant* as a result of the transfer of any undertaking which is part or the whole of an undertaking transferred to the *Consultant* under the contract will be a value reflecting expected future increases in salary of such Transferring Employee or Transferring Employees concerned and will, as a minimum, be no less (in the opinion of the Government Actuary's Department) than the transfer value calculated on the same, or a more generous basis as that used to calculate the transfer value to the *Consultant's* Pension Plan as provided for in paragraph 25.8.12.

If the transfer payment paid by the trustees or administrators of the *Consultant's* Pension Plan is less (in the opinion of the Government Actuary's Department) than the transfer payment which would have been paid, the *Consultant* shall pay to the receiving scheme the amount of the difference.

25.8.12 The *Consultant* procures that the *Consultant's* Pension Plan will accept a bulk transfer from the trustees or administrators of the Outgoing Consultant's Pension Scheme or the Original Scheme (as appropriate) on terms agreed between the actuary to the Outgoing Consultant's Pension Scheme or the actuary to the Original Scheme (as appropriate) and the Appointed Actuary in respect of all of the Transferring Employees referred to in paragraph 25.8.8 who become members of the *Consultant's* Pension Plan and requests the trustees or administrators of the Outgoing Consultant's Pension Scheme or the Original Scheme to make such a transfer in respect of them. The *Consultant* further procures that, in the cases of Transferring Employees in respect of whom a bulk transfer is made, the benefits granted under the *Consultant's* Pension Plan in respect of pensionable service before the *go live date* are granted on the equivalent of a day for day service credit basis or the actuarial equivalent thereof as agreed between the appropriate actuary and the Appointed Actuary.

25.8.13 If any of the Transferring Employees referred to in paragraph 25.8.8 has their employment terminated by the *Consultant* for reasons of redundancy or operational efficiency during the period up to and including the Completion Date, the *Consultant* (to the extent that the relevant benefit has not been provided under any other provision of the contract)

- uses its best endeavours to procure that an amount, equivalent to any additional pension benefits which would have been paid to the Transferring Employee from the Original Scheme had they remained in service with their previous public sector employer and been made redundant by that employer on the date on which their employment is actually terminated by the *Consultant*, is paid from the *Consultant's* Pension Plan,
- in the event that the *Consultant* is unable to procure the additional benefits from the *Consultant's* Pension Plan, pays compensation to the Transferring Employee which is equivalent in terms of value and manner of payment to that which would have been paid from the *Consultant's* Pension Plan and
- procures the payment of any benefit other than on redundancy or for reasons of operational efficiency which is not an old age invalidity or survivors' benefit either through the relevant *Consultant's* pension scheme or, if that is not possible, by paying compensation, where the obligation to do so has transferred to the *Consultant* under TUPE, on the same basis as that which applies on redundancy.

25.8.14 The *Consultant* ensures that any Transferring Employees who immediately before the *go live date* are members of the Outgoing *Consultant's* (non-Government Actuary's Department certified) pension scheme and who were not members of the Original Scheme automatically become members of the *Consultant's* Alternative Pension Plan on and from the *go live date* and (except in the case of any such Transferring Employee who opts out of membership of the *Consultant's* Alternative Pension Plan in writing in a form approved by the *Client*) remain members of the *Consultant's* Alternative Pension Plan throughout the period of their employment in connection with Providing the Service.

25.8.15 The *Consultant's* Alternative Pension Plan is

- a registered pension scheme for the purposes of the Finance Act 2004 and
- a scheme which, as a minimum, fulfils the *Consultant's* benefit obligations under TUPE and the Pensions Act 2004.

25.8.16 Where the employment of any Transferring Employee is transferred to a Subcontractor, the *Consultant* procures that the Subcontractor

- complies with the requirements of paragraph 25.8.9 to 25.8.12 in relation to any Transferring Employee to whom paragraph 25.8.8 applies and complies with the requirements of 25.8.15 in relation to any Transferring Employee to whom 25.8.14 applies (as the case may be) and
- imposes similar requirements on any subsequent transferee of the Transferring Employees.

25.8.17 The *Consultant* ensures that no announcement (whether or not in writing) will be made by the *Consultant* or any Subcontractor to the Transferring Employees without the consent in writing of the *Client*.

## **25.9. Parent Company Guarantee**

25.9.1. The *Consultant* provides a Parent Company Guarantee as set out in Annex 24 where required by the *Client*.

## **25.10. Form of Novation**

25.10.1. The *Consultant* provides a Form of Novation as set out in Annex 25 where required by the *Client*.

**APPENDIX A****IDENTIFIED AND DEFINED TERMS**

In this Scope, terms identified in the Contract Data are in italics. Terms with capital initials are defined in the *conditions of contract* or have the meanings given to them below:

- (1) The term Contractor when used in the Annexes means the *Consultant*.
- (2) The Partners are consultants and contractors notified by the *Client* to the *Consultant* with whom the *Client* has entered into contracts for the provision of construction works, design, specialist support and other *services* in connection with the maintenance, repair, renewal and improvement of the Affected Property.
- (3) The Community is the group comprising one representative each from the *Client*, the *Consultant* and each of the Partners and formed for the purposes described in this Annex or Annex 11.
- (4) The Current System is a system that is authorised for use by the *Client* at the Contract Date and includes all of the systems set out in Table 3 of Annex 6.
- (5) The Regional Operations Centre (ROC) is the *Client's* 24 hour emergency/incident contact facility (combining the functions of the previous Network Control Centre and Regional Control Centre).
- (6) The New System is a revision to a Current System or a system development identified in Table 4 of Annex 6 for which the *Client* will specify the training and implementation programme and System requirements necessary for its implementation and operation by the *Consultant*.
- (7) The System includes processing equipment, application programs, digital data or digital reference information.
- (8) A Task Brief is the document issued by the *Client* describing the services and other information pertinent to Provide the Service.
- (9) A Task Quotation is the document issued by the *Consultant* in response to the Task Brief.
- (10) Personal Data is defined in the conditions of contract.
- (11) Data are all Personal Data collected, generated or otherwise processed by the *Contractor* in the course of Providing the Service.
- (12) Data Subject is an individual who is the subject of Personal Data.

- (13) Data Protection Acts are prior to 25 May 2018, the Data Protection Act 1998, from 25 May 2018, the General Data Protection Regulation (EU 2016/679) and at all times, any other data protection laws and regulations applicable in England and Wales.
- (14) EEA is the European Economic Area.
- (15) Security Incident is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data.
- (16) Sub-Processor is a third party (including an Associated Company) engaged by the *Consultant* to process Data.
- (17) Supervisory Authority is any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Acts.
- (18) Design Validation Services are the services provided by the *Consultant* as instructed by Task Order by the *Service Manager* as defined in paragraph 3.1.4 of this Scope.
- (19) Extension Review is an assessment undertaken by the *Service Manager* to determine whether the *Consultant* is entitled to an extension to the contract as defined in paragraph 16 of this Scope.
- (20) Efficiency and Reform Group Supplier Feedback Services are the feedback services established by the Government from time to time in connection with the purposes of making Government more efficient and reforming the way public services are provided.
- (21) Extension Performance Metric is defined in the *additional conditions of contract (Z Clauses)*.
- (22) Extension Performance Target is defined in the *additional conditions of contract (Z Clauses)*.
- (23) Mobilisation Period is the period commencing on the *starting date* and ending on the day before the *go live date*.
- (24) Nonconformity has the meaning given to it in ISO 9000.
- (25) Process has the meaning given to it in ISO 9000.
- (26) Quality Plan has the meaning given to it in ISO 9000.
- (27) SME is a Subcontractor or a subcontractor to a Subcontractor that
- 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.

# **East Region Asset Delivery (AD)**

## **Scope**

### **Annex 2**

# **Vision, Imperatives, Values and Key Objectives**

**CONTENTS AMENDMENT SHEET**

<b>Amend. No.</b>	<b>Revision No.</b>	<b>Amendments</b>	<b>Initials</b>	<b>Date</b>
0	0	East Region	SEL	18/3/19

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## 1 VISION, IMPERATIVES, VALUES AND KEY OBJECTIVES

### 1.1 Purpose

1.1.1 The purpose of this document is to communicate the *Client's* vision, imperatives, values and the key objectives of this contract. Outlining the *Client's* expectations regarding how the Contractor must support delivery of these.

1.1.2 The *Client* 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.

1.1.3 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.

1.1.4 The *Client'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.

### 1.2 The *Client's* Vision

1.2.1 The *Client'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.

### 1.3 The *Client's* imperatives

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

### 1.4 The *Client's* values and expectations

1.4.1 The *Client'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.

1.4.2 The *Client'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.

1.4.3 The Contractor will have values that support those of the *Client* and will engender constructive and desired behaviours that enable a collaborative approach to achieving the *Client's* outcomes. Our Community Partners will support our vision, imperatives and values at all times by:

- 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.

## 1.5 The *Client's* Outcomes

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

1.5.2 This contract plays a key role in assisting and enabling the *Client* 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.

**1.6 Asset Delivery (AD) – Core Principles and Key Objectives**

1.6.1 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,

1.6.2 The *Client* 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.

1.6.3 These principles will help the *Client* to take direct ownership of the aspects of delivery which are core to our reputation and performance. They will allow the *Client* 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.

1.6.4 The AD consists of four principle contracting packages;

- Design – taking briefs from the *Client* and producing detailed packages of work, including repairing and reinstating the network after incidents, where necessary,
- Maintenance and Response – providing cyclic maintenance, reactive maintenance, incident response, severe weather response and associated traffic management,
- Construction Works Framework – a framework of specialists to deliver construction works, including renewal and improvement schemes and emergency repair,
- Specialist Goods and Services – a suite of contracts to support the *Client* with goods and services including salt supply, specialist inspections, weather forecasting, technical surveys and laboratory testing.

1.6.5 Suppliers awarded AD contracts will form a Community and become Community Partners who will work collaboratively to provide the service and achieve the *Client's* objectives.

1.6.6 The vision for the AD is to learn, plan, deliver. A number of key objectives have been identified to support achieving this vision:

**1. A learning organisation**

- to ensure we have a safety first culture, that is encouraged and rewarded,

- to use the intelligence and skills of everyone working on our network to help us make the right investment decisions to ensure we are constantly revising and improving what we do,
- to ensure everybody takes a joint responsibility to maintaining our asset data,
- to put our asset data at the heart of everything we do so that we make effective, robust and customer-focused network decisions,
- to have strong asset management, analytical, decision-making and commercial capability.

## **2. One programme plan**

- to manage one programme for the network which is shared by the Community,
- to take on an enhanced planning role,
- to plan to do work at the best time for the customer and the asset,
- to align the detailed programme plan and road space bookings to reduce the impact on our customers, and
- to take advantage of having greater certainty of budget, and understanding of the true condition of the asset, to plan for the long-term.

## **3. Deliver in partnership**

- to work in collaboration with our supply chain partners, to form an area Community,
- to allocate work to our supply chain partners in a fair and appropriate manner,
- to motivate our supply chain partners to continuously improve and innovate, and work efficiently,
- to listen to our supply chain partners so we make the right decisions for our customers and our asset.

### **1.6.7 In relation to these key objectives the Contractor will:**

- design and implement its processes and procedures in its Quality Plan, in a manner that achieves the key objectives, thus assisting and enabling the *Client* to deliver its vision; and
- continually look to identify new, innovative and more effective and efficient ways of delivering the key objectives.

# **East Region Asset Delivery**

## **Scope**

### **Annex 3**

## **Reference Documents**

**CONTENTS AMENDMENT SHEET**

<b>Amend. No.</b>	<b>Revision No.</b>	<b>Amendments</b>	<b>Initials</b>	<b>Date</b>
0	0	Tender Issue	SEL	18/3/19
1	1.0	Replaced ICT Offshoring (International Sourcing) Guidance with the Highways England Information Security Data Security Standard (Table 1.1 ref 18 & 19)	SEL	10/4/19
2	6.0	Government Security Classifications added	AP	31/05/19
3	6.0	HMG Security Policy Framework – version reference updated	AP	31/05/19
4	6.0	Reference numbers updated	AP	31/05/19
5	6.0	Removed hyperlinks  Please note that Annex 03 reference documents with no hyperlinks are available within the subfolder "Annex 03 Reference Documents"	AP	31/05/19
6	6.0	Added the following documents: <ul style="list-style-type: none"> <li>• Dignity at Work Guidance</li> <li>• Equal Opportunities Policy</li> </ul>	AP	31/05/19
7	6.0	Removed ADMM documents and maintained link to the website	AP	31/05/19

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**1. REFERENCE DOCUMENTS**

1.0.1. The Reference Documents are those documents identified in the following Tables 1.1, 1.2 and 1.3, together with any amendments or additions thereto published by the *Client* from time to time.

**1.1. Current Documents**

1.1.1. Table 1.1 presents a list of current Department for Transport (DfT) and Highways England documents which may be relevant to the work undertaken by the Contractor in the performance of its duties. The list identifies both mandatory and advisory requirements, with which the Contractor complies, together with the sources from which the documents can be obtained.

1.1.2. For ease of reference, the documents have been grouped into the following categories:

- (1) Mandatory
  - (a) Corporate Strategy,
  - (b) Performance Measurements,
  - (c) Technical Requirements,
- (2) Advisory
  - (a) General.

**Table 1.1**

<b>A. Mandatory - Corporate Strategy</b>		
<b>Ref.</b>	<b>Publication</b>	<b>Published by / Available from</b>
1	Highways England: Strategic Business Plan 2015-2020	<i>Client's Website</i>  <a href="https://www.gov.uk/government/publications/highways-england-strategic-business-plan-2015-to-2020">https://www.gov.uk/government/publications/highways-england-strategic-business-plan-2015-to-2020</a>

<b>A. Mandatory - Corporate Strategy</b>		
<b>Ref.</b>	<b>Publication</b>	<b>Published by / Available from</b>
2	Highways England: Delivery Plan 2015-2020	<i>Client's Website</i> <a href="https://www.gov.uk/government/publications/highways-england-delivery-plan-2015-2020">https://www.gov.uk/government/publications/highways-england-delivery-plan-2015-2020</a>
3	Road investment strategy: 2015 to 2020	<i>Client's Website</i> <a href="https://www.gov.uk/government/collections/road-investment-strategy">https://www.gov.uk/government/collections/road-investment-strategy</a>
4	Highways England – Changing the customer experience through the Highways Agency Traffic Information Strategy	<i>Client's Website</i> <a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/490540/S150634_Traffic_Information_Strategy.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/490540/S150634_Traffic_Information_Strategy.pdf</a>
5	Highways England Sustainable Development Strategy	<i>Client</i> Annex 03-A05 Sustainable Development Strategy.pdf
6	Highways England Environment Strategy	<i>Client</i> Annex 03-A06 Environment Strategy.pdf
7	Highways England – Procurement Strategy	<i>Client</i> <a href="https://www.gov.uk/government/organisations/highways-england/about/procurement">https://www.gov.uk/government/organisations/highways-england/about/procurement</a>

<b>A. Mandatory - Corporate Strategy</b>		
<b>Ref.</b>	<b>Publication</b>	<b>Published by / Available from</b>
8	National and Local Environmental Strategies and Policies (including: Environment Strategy, Managing our Approach to Environmental Performance and Environment Action Plan.	<i>Client's Website</i>  <a href="https://www.gov.uk/government/publications/highways-agency-environment-strategy">https://www.gov.uk/government/publications/highways-agency-environment-strategy</a>
9	Roads Reform – A Fresh Start for the Strategic Road Network: The Government Response and Feasibility Study Terms of Reference	DfT website  <a href="https://www.gov.uk/government/publications/roads-reform-a-fresh-start-for-the-strategic-road-network-government-response-and-feasibility-study-terms-of-reference">https://www.gov.uk/government/publications/roads-reform-a-fresh-start-for-the-strategic-road-network-government-response-and-feasibility-study-terms-of-reference</a>
10	Highways England Company Records Policy	<i>Client</i>  Annex 03-A10 Company Records Policy.pdf
11	Highways England Information Assurance Policy	<i>Client</i>  Annex 03-A11 Information Assurance Policy.pdf
12	Highways England – Visual identity – Requirements for our suppliers	<i>Client</i>  Annex 03-A12 HE Visual Identity Guidelines.pdf
13	National Planning Policy Framework	Planning Portal Website  <a href="http://www.planningportal.gov.uk/planning/planningpolicyandlegislation/about/ppsppg">http://www.planningportal.gov.uk/planning/planningpolicyandlegislation/about/ppsppg</a>
14	Highways England Licence	<i>Client</i>

<b>A. Mandatory - Corporate Strategy</b>		
<b>Ref.</b>	<b>Publication</b>	<b>Published by / Available from</b>
15	Highways England Biodiversity Plan	<i>Client</i> <a href="https://www.gov.uk/government/publications/biodiversity-plan">https://www.gov.uk/government/publications/biodiversity-plan</a>
16	Data Handling Policy for Supply Chain	<i>Client</i> Annex 03-A16 Data Handling Policy - Supply Chain Version.pdf
17	HMG Security Policy Framework (Current May 2018) with particular reference to Security Policy No.3: Personnel Security	Cabinet Office Website <a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a>
18	The Highways England Information Security Data Security Standard	<a href="#">005.2-Information Security Data Security Standard v1.0.docx</a>
19	HMG Baseline Personnel Security Standard (Version 3.1 – April 2012)	Cabinet Office Website <a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a>
20	Lean Benefits Realisation Guide	<i>Client</i> Annex 03-A21 Benefits Realisation Guide.pdf
21	Aiming for Zero	<i>Client's Website</i> <a href="https://www.gov.uk/government/collections/roadworker-safety-highways-agencys-aiming-for-zero-programme">https://www.gov.uk/government/collections/roadworker-safety-highways-agencys-aiming-for-zero-programme</a>

<b>A. Mandatory - Corporate Strategy</b>		
<b>Ref.</b>	<b>Publication</b>	<b>Published by / Available from</b>
22	Strategic Framework for Road Safety	DfT website <a href="https://www.gov.uk/government/publications/strategic-framework-for-road-safety">https://www.gov.uk/government/publications/strategic-framework-for-road-safety</a>
23	Not Used	
24	Managing Health and Safety in Construction	Health and Safety Executive <a href="http://www.hse.gov.uk/pubns/books/l153.htm">http://www.hse.gov.uk/pubns/books/l153.htm</a>
24a	Guidance for Principal Designers	Construction Industry Training Board <a href="https://www.citb.co.uk/health-safety-and-other-topics/health-safety/construction-design-and-management-regulations/cdm-guidance-documents/">https://www.citb.co.uk/health-safety-and-other-topics/health-safety/construction-design-and-management-regulations/cdm-guidance-documents/</a>
24b	Guidance for Principal Contractors	Construction Industry Training Board <a href="https://www.citb.co.uk/health-safety-and-other-topics/health-safety/construction-design-and-management-regulations/cdm-guidance-documents/">https://www.citb.co.uk/health-safety-and-other-topics/health-safety/construction-design-and-management-regulations/cdm-guidance-documents/</a>
25	Highways Agency Litter Strategy	<i>Client's Website</i> <a href="https://www.gov.uk/government/publications/highways-england-litter-strategy">https://www.gov.uk/government/publications/highways-england-litter-strategy</a>
26	National energy strategy for roadside equipment	<i>Client's Website</i> <a href="https://www.gov.uk/government/publications/national-energy-strategy-for-roadside-equipment">https://www.gov.uk/government/publications/national-energy-strategy-for-roadside-equipment</a>
27	Highways England Health and Safety 5 Year Plan	<i>Client</i> Annex 03-A28 Health and Safety five year plan.pdf

<b>A. Mandatory - Corporate Strategy</b>		
<b>Ref.</b>	<b>Publication</b>	<b>Published by / Available from</b>
28	Supply Chain Maturity Matrix	<i>Client</i> Annex 03-A29 Supply Chain Maturity Matrix.xlsx
29	Highways England Complaints Procedure	<i>Client's Website</i> <a href="https://www.gov.uk/government/organisations/highways-england/about/complaints-procedure">https://www.gov.uk/government/organisations/highways-england/about/complaints-procedure</a>
30	Highways England Customer Service Strategy	<i>Client</i> Annex 03-A31 Customer Service Strategy.pdf
31	Government Security Classifications April 2018	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/715778/May-2018_Government-Security-Classifications-2.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/715778/May-2018_Government-Security-Classifications-2.pdf</a>

<b>B. Mandatory - Performance Measurements</b>		
<b>Ref.</b>	<b>Publication</b>	<b>Published by / Available from</b>
32	Monthly Review Progress Report (MRPR) Framework	<i>Client</i> Annex 03-B32 MRPR Framework - CWF.docx
33	Live Carriageway Crossing and Live Lane Working Guidance	<i>Client</i> Annex 03-B33 Live Carriageway Crossing and Live Lane Working.pdf  Annex 03-B33 Live Carriageway Crossing and Live Lane Working - Data Entry Sheet.xlsx

<b>B. Mandatory - Performance Measurements</b>		
<b>Ref.</b>	<b>Publication</b>	<b>Published by / Available from</b>
34	Equality Diversity and Inclusion Tool (EDIT) toolkit	<i>Client</i> Annex 03-B34 EDIT Toolkit.xlsm
35	Inclusion Action Plan template	<i>Client</i> Annex 03-B35 Inclusion Action Plan Template.docx
36	Not used	

<b>C. Mandatory - Technical Requirements</b>		
<b>Ref.</b>	<b>Publication</b>	<b>Published by / Available from</b>
37	Circular Roads	DfT Website (Current) <a href="https://www.gov.uk/government/publications/roads-circulars">https://www.gov.uk/government/publications/roads-circulars</a>
38	Circular Planning	Communities and Local Government Website <a href="https://www.gov.uk/government/organisations/department-for-communities-and-local-government/series/planning-circulars">https://www.gov.uk/government/organisations/department-for-communities-and-local-government/series/planning-circulars</a>
39	DfT Guidance on Transport Assessments	DfT Website <a href="https://www.gov.uk/guidance/transport-evidence-bases-in-plan-making-and-decision-taking">https://www.gov.uk/guidance/transport-evidence-bases-in-plan-making-and-decision-taking</a>
40	Design Manual for Roads and Bridges	DfT Standards for Highways Website <a href="http://www.dft.gov.uk/ha/standards/">http://www.dft.gov.uk/ha/standards/</a>

<b>C. Mandatory - Technical Requirements</b>		
<b>Ref.</b>	<b>Publication</b>	<b>Published by / Available from</b>
41	Manual of Contract Documents for Highway Works	DfT Standards for Highways Website <a href="http://www.dft.gov.uk/ha/standards/">http://www.dft.gov.uk/ha/standards/</a>
42	Network Delivery and Development Portfolio Control Framework (NDD PCF)	<i>Client</i> Annex 03-C41 NDD PCF Handbook+Annexes.pdf
43	Technology Management and Maintenance Manual (TMMM)	<i>Client</i> Annex 03-C42 TMMM.pdf
44	Routine Maintenance Management Systems Manual	The Stationery Office
45	Road Notes	The Stationery Office
46	Traffic Signs Manual and Notes for Guidance on Safety at Roadworks	DfT Website <a href="https://www.gov.uk/government/publications/traffic-signs-manual">https://www.gov.uk/government/publications/traffic-signs-manual</a>
47	PAS 43:2015 – Safe working of vehicle breakdown and recovery operators.	British Standards Institution <a href="http://shop.bsigroup.com/en/ProductDetail/?pid=0000000030314205">http://shop.bsigroup.com/en/ProductDetail/?pid=0000000030314205</a> ISBN: 978 0 580 88265
48	PAS 55-1:2008  Asset management. Specification for the optimized management of physical assets	British Standards Institution <a href="http://shop.bsigroup.com/en/ProductDetail/?pid=0000000030171836">http://shop.bsigroup.com/en/ProductDetail/?pid=0000000030171836</a> ISBN: 978 0 580 50975 9

<b>C. Mandatory - Technical Requirements</b>		
<b>Ref.</b>	<b>Publication</b>	<b>Published by / Available from</b>
49	PAS 55-2:2008 Asset management. Guidelines for the application of PAS 55-1	British Standards Institution  <a href="http://shop.bsigroup.com/en/ProductDetail/?pid=0000000030187096">http://shop.bsigroup.com/en/ProductDetail/?pid=0000000030187096</a>  ISBN: 978 0 580 50976 6
50	Airwave for Service Contractors Code of Practice	Not Used
51	Airwave for Service Contractors – Processes and Procedures	Not Used
52	Airwave – Service Providers Code of Practice Implementation Brief	Not Used
53	Airwave for Service Providers – Training and use of Airwave	Not Used
54	Airwave Service Code of Practice	Not Used
55	Guidance on Deployment of Airwave for Highways England's Service Provider	Not Used
56	Guidance on Transfer & Commissioning of Traka Intelligent Lockers at change of Service Provider	Not Used

C. Mandatory - Technical Requirements		
Ref.	Publication	Published by / Available from
57	Guidance to Service Providers on the requirements associated with the Mobilisation, Operation and Demobilisation of Airwave radios and associated equipment	Not Used
58	ISU Terminal Return Process	Not Used
59	Synopsis of Airwave use by Area Service Provider	Not Used
60	CCTV Guidance	<i>Client</i>
61	HAPMS Visual Survey Manual	<i>Client</i> Contact details: <a href="mailto:HAPMS@highwaysengland.co.uk">HAPMS@highwaysengland.co.uk</a>
62	SMIS User Guidance	<i>Client</i> Annex 03-C61 SMIS Guidance Documents
63	Energy Savings Plan Guidance	<i>Client</i> Annex 03-C62 Energy Savings Plans.docx
64	Asset Data Management Manual (ADMM)	<i>Client</i> <a href="http://www.standardsforhighways.co.uk/ha/standards/admm/index.htm">http://www.standardsforhighways.co.uk/ha/standards/admm/index.htm</a>

<b>C. Mandatory - Technical Requirements</b>		
<b>Ref.</b>	<b>Publication</b>	<b>Published by / Available from</b>
65	Asset Management Policy	<i>Client</i> Annex 03-C64 Asset Management Policy.pdf
66	Highways England Travel and Subsistence Policy	<i>Client</i> _Annex 03-65 DSC Travelling and Subsistence Highways England Issue 5 Revision 0.pdf
67	Highways England Metal Theft Toolkit	<i>Client</i> Annex 03-C66 metal_theft_risk_assessment_Annex_A_V3.0.pdf  Annex 03-C66 metal theft risk assessment V3.0.doc

<b>D. Advisory – General</b>		
<b>Ref.</b>	<b>Publication</b>	<b>Published by / Available from</b>
68	Disabled Driver Publications	DfT Website <a href="https://www.gov.uk/government/policies/making-transport-more-accessible-to-all">https://www.gov.uk/government/policies/making-transport-more-accessible-to-all</a>
69	Highways Agency Environmental Reports	<i>Client</i>
70	Operational Guidance to Local Authorities: Parking Policy and Enforcement	DfT Website <a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/496987/operational-guidance.pdf">https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/496987/operational-guidance.pdf</a>

<b>D. Advisory – General</b>		
<b>Ref.</b>	<b>Publication</b>	<b>Published by / Available from</b>
71	National, Regional & Local Biodiversity Action Plans	Natural England/ Local Authorities / Local Wildlife Trusts
72	Local Transport Notes	DfT Website <a href="https://www.gov.uk/government/publications/local-transport-notes">https://www.gov.uk/government/publications/local-transport-notes</a>
73	Planning Policy Guidance Notes	Communities and Local Government Website
74	Traffic Advisory Leaflets	DfT Website <a href="https://www.gov.uk/government/organisations/department-for-transport/series/traffic-advisory-leaflets">https://www.gov.uk/government/organisations/department-for-transport/series/traffic-advisory-leaflets</a>
75	Traffic Topic Leaflets	DfT Website
76	Value for Money Guidance Manual	Annex 03-D75 Value for Money Guidance
77	The Appearance of Bridges and Other Highway Structures	The Construction Information Service Website <a href="http://products.ihs.com/cis/Doc.aspx?AuthCode=&amp;DocNum=201936">http://products.ihs.com/cis/Doc.aspx?AuthCode=&amp;DocNum=201936</a>
78	Procurement Policy Note 01/17 entitled update to Transparency Principles	<a href="https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles">https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles</a>
79	Procurement Policy Note 07/14 entitled "Implementing Energy Efficiency Directive Article 6: further information"	<a href="https://www.gov.uk/government/publications/procurement-policy-note-0115-implementing-energy-efficiency-directive-article-6-further-information">https://www.gov.uk/government/publications/procurement-policy-note-0115-implementing-energy-efficiency-directive-article-6-further-information</a>

<b>D. Advisory – General</b>		
<b>Ref.</b>	<b>Publication</b>	<b>Published by / Available from</b>
80	Information Technology Infrastructure Library	<a href="https://www.gov.uk/government/publications/best-management-practice-portfolio/about-the-office-of-government-commerce">https://www.gov.uk/government/publications/best-management-practice-portfolio/about-the-office-of-government-commerce</a>
81	Not used	
82	Procurement Policy Note 02/18 entitled "Changes to Data Protection Legislation & General Data Protection Regulation"	<a href="https://www.gov.uk/government/publications/procurement-policy-note-0218-changes-to-data-protection-legislation-general-data-protection-regulation">https://www.gov.uk/government/publications/procurement-policy-note-0218-changes-to-data-protection-legislation-general-data-protection-regulation</a>
83	<i>Client's</i> employment policies and codes of practice relating to discrimination and equal opportunities.	<i>Client</i> Dignity at Work <u>Guidance</u> Equal <u>Opportunities</u> Policy

**1.2. Area Specific Documents**

- 1.2.1. Table 1.2 contains a list of area specific documentation which are relevant to the work undertaken by the Contractor in the performance of its duties together with information on the sources from which those documents can be obtained. Unless otherwise stated, these documents form Mandatory requirements, with which the Contractor complies
- 1.2.2. Any ambiguities or discrepancies discovered within the documents listed in this Table to those listed in Table 1.1 shall be explained and adjusted by the *Client* who shall thereupon issue to the Contractor appropriate instructions in writing.

**Table 1.2**

Ref.	Publication	Published by / Available from
1	Not used	<b><i>Not used</i></b>
2	Network Occupancy Plan	<b><i>Client</i></b>  Annex 03-2 Network Occupancy Requirements CWF v1.3.docx  Annex 03-2 Network Occupancy Requirements M and R v1.0 Revision 4.pdf
3	Not used	
4	Collaborative Performance Framework Guidance	<b><i>Client</i></b>  Annex 03-3CPF
5	Incident Response Plan (IRP)	<b><i>Client</i></b>  Annex 03-5 DSC Incident Response Plan v1 0 Revision 6 0.pdf
6	Anticipated Programme of Schemes	<b><i>Client</i></b>