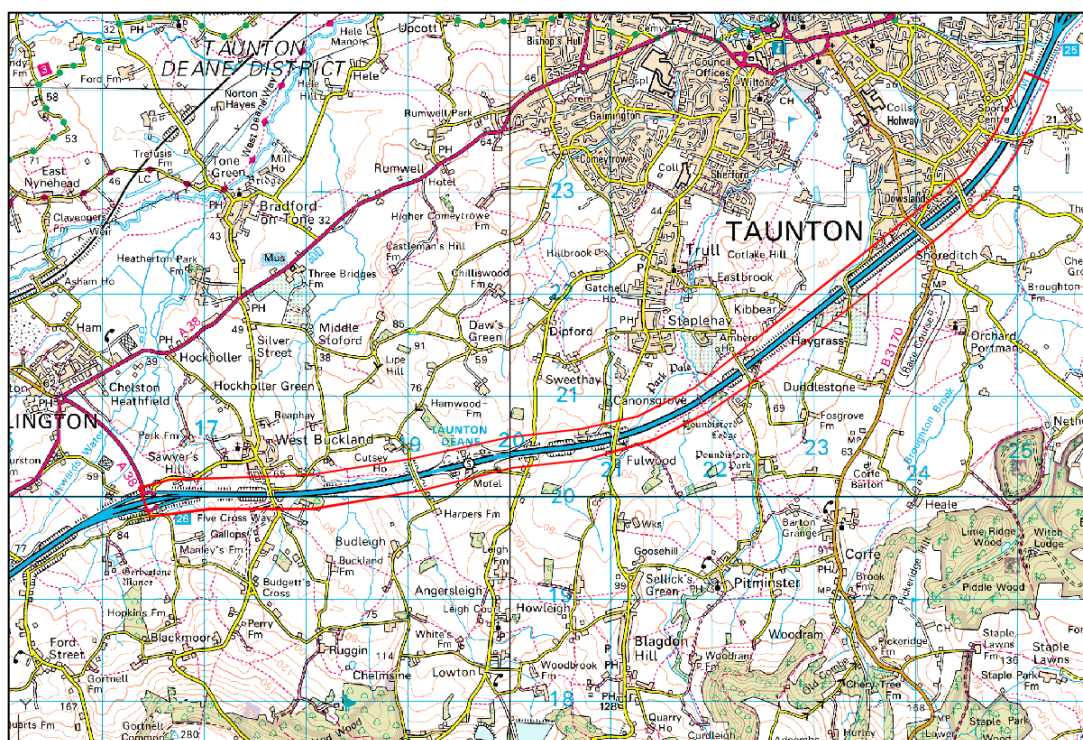


1 SITE INFORMATION

1.1 Site boundary, extents and access arrangements

1.1.1 Site Location

The site is located between Junction 25 and Junction 26 of the M5. MP 207.5 – MP 217.5. Refer to drawing no. HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0001-01 to 11.



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1.1.2 Site Boundaries

The site boundaries are constrained by the highway boundary defined by hedges, walls and fences. The majority of survey works are confined to the central reservation.

1.1.3 Access Arrangements

Access to be provided by Traffic Management. Traffic Management arrangements TBC by HE and CWF contractor.

1.2 Pavement

Made up carriageway construction through the site extents. Central reservation is hardened between the following locations:

- MP 209.9+20 to 210.0+53 (133m)

- MP 210.9+68 to 211.1+74 (206m)
- MP 211.6+91 to 212.4+17 (726m)
- MP 213.4+72 to 213.5+98 (126m)
- MP 213.8+62 to 213.9+80 (118m)
- MP 214.8+91 to 215.0+90 (199m)
- MP 215.1+87 to 215.2+14 (27m)
- MP 215.4+21 to 215.6+03 (182m)
- MP 215.9+78 to 217.5 (1522m)

1.3 Drainage

Existing drainage throughout the site extents within the central reservation is a gravity piped system with access through manholes and catchpits.

1.4 Geotechnical

Not applicable as site is located within central reservation.

1.5 Soft Estate and Environment

Soft estate within the central reservation is considered to be species poor grassland. The surrounding environment is rural with several adjacent farms on each side of the carriageway. Taunton Deane / Cutsey Service Area is located adjacent to the carriageway between MP 214.2 and 214.9. There are residential properties adjacent to both sides of the carriageway between MP 211.3 and 211.7. There are also a large quantity of residential properties adjacent to the northbound carriageway side between MP 208.8 and 210.0.

1.6 Traffic Signs, Road Markings

There are 4 no. MS1 traffic signs located within the central reservation. The existing carriageway road markings are installed to design standards and TSRGD 2016.

1.7 Lighting

There is no street lighting within the site extents.

1.8 Structures and Buildings

There are ten overbridges located within the site extents:

Holway Road MP 208.1+59m – Key: 1859
Stoke Road MP 208.8+73m – Key: 1860
Shoreditch Road MP 209.4+07m – Key: 1861
Killams Lane MP 210.3 – Key: 1862
Brown's Elm MP 211.6+21m – Key: 1864
Poundisford Park Footbridge MP 212.1+21m – Key: 1866

Fulwood Road MP 213.0+52m – Key: 1868
 Cutsey Service Area Footbridge MP 214.5+26m – Key: 1870
 Cutsey Farm MP 215.0+86m – Key: 1871
 Morrish's Farm MP 216.5 – Key: 1875

There is one underbridge located within the site extents:

Wrexon Road MP 213.8+82m – Key: 1869

There is one gantry located within the site extents:

MS3 Cantilever Gantry MP 209.2+30m – Key: 27740

1.9 Tunnels

There are nine culverts within the scheme extents:

Broughton Brook SB Inlet Weir MP 208.0+67m – Key: 28472
 Killams Avenue Culvert MP 210.3 – Key: 34292
 Culvert MP 210.6+36m – Key: 1863
 Culvert MP 212.0+34m – Key: 1865
 Culvert MP 212.9 – Key: 1867
 Culvert MP 215.3+50m – Key: 1872
 Culvert MP 215.8+77m – Key: 1873
 Culvert MP 216.2 – Key: 1874
 Culvert MP 217.3+08 – Key: 1876

1.10 Technology

Motorway communications run across the central reservation at seven locations: MP207.7+09m, 209.1+97m, 210.7+08m, 212.2+02m, 213.7+18m, 214.7+62m and 216.2+29m.

Refer to statutory undertakers information for further details.

1.11 Statutory Undertakers

For information on Statutory Undertakers apparatus refer to drawing no. HE570131D-KIER-HRR-M5_J25-J26_CR-DR-CH-0000-01-11.

1.12 Traffic

Traffic flows (WebTris 2020):

Site	Reference	OSGR	Average ADT	HGV
MIDAS site at M5/9092B	Priority 1 on link	E:324190 N:122747	34,601	15.7%
MIDAS site at M5/9065A	Priority 1 on link	E:325614 N:124989	26,908	16.5%



National Asset Delivery Technical Surveys and Testing

Works Information for

**570131 M5 J25-J26 Both directions MP 207.5 to
MP 217.5 Asbestos survey**

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Issued with tender	ET	01/11/21

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LIST OF ANNEXES

Appendix 1 **Supplementary Constraints**

1 DESCRIPTION OF THE WORKS

1.1 Project objectives

1.1.1 The principle objective of this project is to undertake specialist sampling and testing of the highway drainage assets along the M5 between MP207.5 & MP217.5 central reserve, at the locations (survey area) shown on drawing HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-010001 to 010011 and provide subsequent reports in accordance with the requirements detailed in the specification.

a) Management Asbestos Survey Report

b) Asbestos Refurbishment Survey Report

1.1.2 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:

- (1) Undertake a detailed management asbestos survey and refurbishment survey of all drainage assets shown in the following location plan drawings HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-010001 to 010011 and as per the specification in section 6:

1.3 Deliverables

1.3.1 The *Contractor* is required to produce the following deliverables:

- (1) A copy of the completed desktop study reports
- (2) A copy of the targeted asbestos survey report including the locations of where samples were taken from with photos and test results.

2 EXISTING INFORMATION

- 2.1.1 Known drainage assets have been identified on drawing HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-500-01 TO 500-11. This information available has been identified from HADDMS. It should be noted that this information has not been confirmed by previous surveys and therefore may be subject to inaccuracies..
- 2.1.2 The Drawings listed below apply to this contract. Refer to the site information for details of existing site conditions including ground conditions, limitation on access, position of existing structures etc.

Drawing Number	Title	Revision
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0001-01	LOCATION PLAN (SHEET 1 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0001-02	LOCATION PLAN (SHEET 2 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0001-03	LOCATION PLAN (SHEET 3 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0001-04	LOCATION PLAN (SHEET 4 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0001-05	LOCATION PLAN (SHEET 5 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0001-06	LOCATION PLAN (SHEET 6 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0001-07	LOCATION PLAN (SHEET 7 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0001-08	LOCATION PLAN (SHEET 8 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0001-09	LOCATION PLAN (SHEET 9 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0001-10	LOCATION PLAN (SHEET 10 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0001-11	LOCATION PLAN (SHEET 11 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0000-01	STATUTORY UNDERTAKERS (SHEET 1 OF 11)	P2

HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0000-02	STATUTORY UNDERTAKERS (SHEET 2 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0000-03	STATUTORY UNDERTAKERS (SHEET 3 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0000-04	STATUTORY UNDERTAKERS (SHEET 4 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0000-05	STATUTORY UNDERTAKERS (SHEET 5 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0000-06	STATUTORY UNDERTAKERS (SHEET 6 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0000-07	STATUTORY UNDERTAKERS (SHEET 7 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0000-08	STATUTORY UNDERTAKERS (SHEET 8 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0000-09	STATUTORY UNDERTAKERS (SHEET 9 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0000-10	STATUTORY UNDERTAKERS (SHEET 10 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-0000-11	STATUTORY UNDERTAKERS (SHEET 11 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-010001	CENTRAL RESERVE SURVEYS (SHEET 1 OF 11)	C2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-010002	CENTRAL RESERVE SURVEYS (SHEET 2 OF 11)	C2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-010003	CENTRAL RESERVE SURVEYS (SHEET 3 OF 11)	C2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-010004	CENTRAL RESERVE SURVEYS (SHEET 4 OF 11)	C2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-010005	CENTRAL RESERVE SURVEYS (SHEET 5 OF 11)	C2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-010006	CENTRAL RESERVE SURVEYS (SHEET 6 OF 11)	C2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-010007	CENTRAL RESERVE SURVEYS (SHEET 7 OF 11)	C2

HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-010008	CENTRAL RESERVE SURVEYS (SHEET 8 OF 11)	C2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-010009	CENTRAL RESERVE SURVEYS (SHEET 9 OF 11)	C2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-010010	CENTRAL RESERVE SURVEYS (SHEET 10 OF 11)	C2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-010011	CENTRAL RESERVE SURVEYS (SHEET 11 OF 11)	C2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-500-01	EXISTING DRAINAGE (SHEET 1 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-500-02	EXISTING DRAINAGE (SHEET 2 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-500-03	EXISTING DRAINAGE (SHEET 3 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-500-04	EXISTING DRAINAGE (SHEET 4 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-500-05	EXISTING DRAINAGE (SHEET 5 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-500-06	EXISTING DRAINAGE (SHEET 6 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-500-07	EXISTING DRAINAGE (SHEET 7 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-500-08	EXISTING DRAINAGE (SHEET 8 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-500-09	EXISTING DRAINAGE (SHEET 9 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-500-10	EXISTING DRAINAGE (SHEET 10 OF 11)	P2
HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-500-11	EXISTING DRAINAGE (SHEET 11 OF 11)	P2

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 *Contractor's* working hours for site works shall be between the hours of 21:00 hrs and 05:00 hours.

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 in relation to health and safety duties.
- 3.3.2 When implemented, 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.
- 3.3.3 For details of the CDM duty holders, refer to the pre-construction information which can be found in the following document;
HE570131D-KIER-VGN-M5_207.5_217.5_CR_A-CDM-CH-0001.
- 3.3.4 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

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

Risk Management

- 3.3.6 The *Contractor* identifies, manages and mitigates risks in accordance with the principles of ISO31000.
- 3.3.7 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. The contractor should refer to the Pre-construction Information and Design Hazard Checklist and Risk Reduction Schedule provided as part of the TST package.

FOR INFORMATION ONLY

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) Survey to be undertaken concurrently with other survey activities where practicable to minimise traffic management requirements and disruption to public. The programme is to take this into account.
 - (iv) Survey results and report to be returned 2-3 weeks following completion of site works
- 4.1.3 The programme should 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 should preferably be provided in either a PDF or MS Excel format and cover the full contract period including post site activities. Activities should be clearly defined and named and the programme should detail the following:
- (i) dates and times associated with the project, including the *starting date*, *completion date* & *Contractor's* planned completion, and any other dates or times that will specifically impact the delivery of the project
 - (ii) activities associated with delivering the project
 - (iii) review periods for any reporting requirements
 - (iv) key dates for the Client to provide 'services and other things'
 - (v) key dates for co-ordination with Others
 - (vi) dates and times associated with the project, including the *starting date*, *completion date* & *Contractor's* planned completion, and any other dates or times that will specifically impact the delivery of the project
- 4.1.5 The *Contractor* updates the programme every week. The *Contractor* submits an updated programme to the *Employer* upon request.

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) Lane 3 NB/SB closures for central reservation works to be in place and moved as required.

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

- (1) The *contractor* will be working under a CDM principal contractor, welfare facilities will be provided by the principal contractor.

FOR INFORMATION ONLY

6 SPECIFICATION FOR THE WORKS

- 6.1.1 The *Contractor* shall undertake the works in accordance with: IAN 184/16 Highways Agency Data & CAD standard.

6.2 Asbestos Management Survey

- 6.2.1 The surveys are to be carried out as per the Control of Asbestos Regulations 2012(CAR 2012) and the survey guide HSG 264. The survey is to include the areas indicated on the HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-010001 to 010011.

- 6.2.2 Management asbestos survey report, in addition to production of new Asbestos Action Plan (AAP) is to be done as part of the deliverables.

6.3 Asbestos Refurbishment Survey.

- 6.3.1 The Asbestos Refurbishment Survey is to be undertaken as the survey area which is indicated on drawing HE570131D-KIER-HRR-M5_207.5_217.5-DE-CH-010001 to 010011
- 6.3.2 The refurbishment survey is to be undertaken in accordance with HSG264: HSE Asbestos: The Survey Guide
- 6.3.3 Testing frequency is to be determined by the contractor and in agreement with HE
- 6.3.4 The contractor is to confirm access requirements necessary to complete the works to the employer prior to works being undertaken
- 6.3.5 Testing and subsequent reporting to be in accordance with HSG264: HSE Asbestos: The Survey Guide
- 6.3.6 The existing Annex 3 AAP for the M5 Junction 24 to 27 SB and NB of is to be updated following testing in accordance with the employer's requirements



National Asset Delivery Technical Surveys and Testing

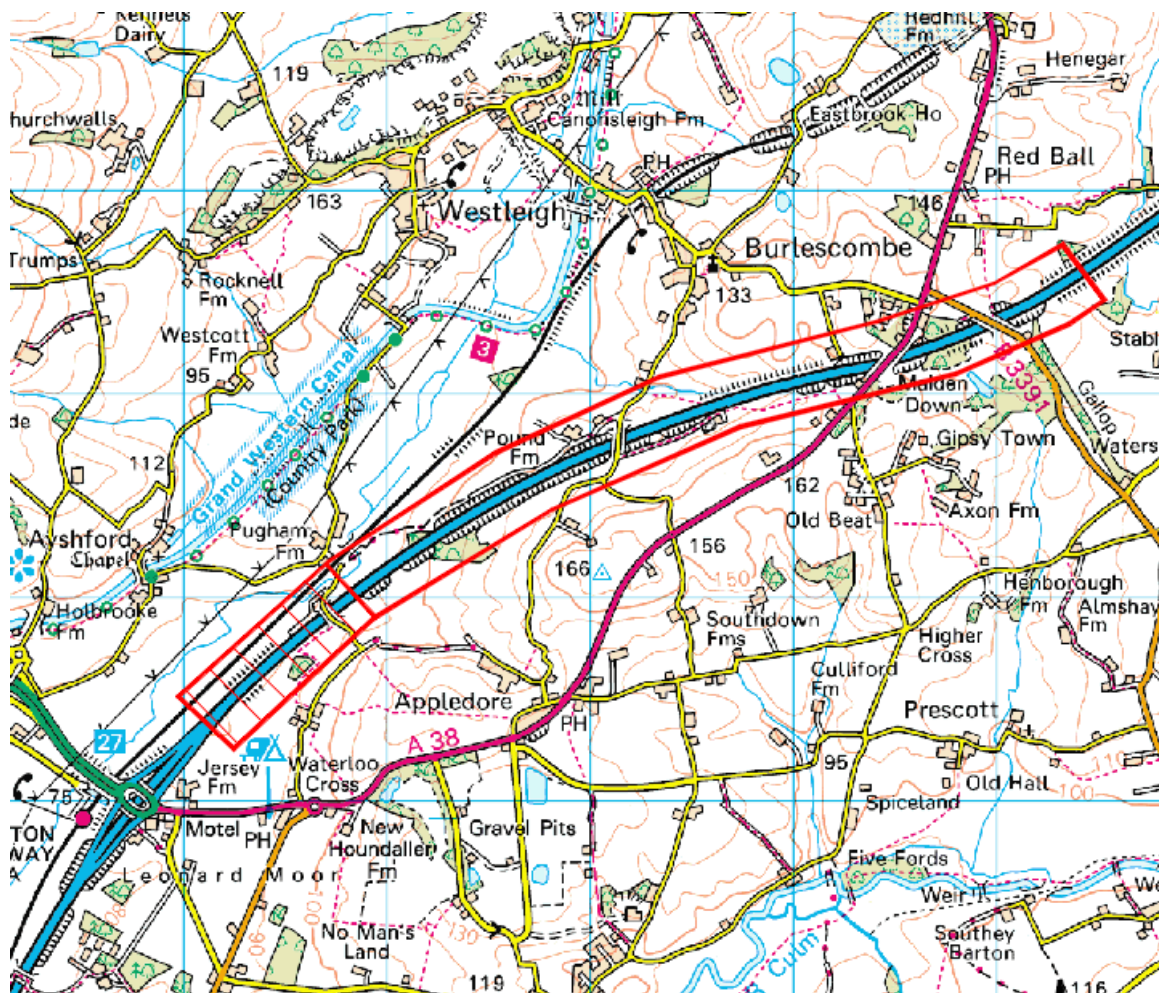
Site Information for 570131 M5 J26-J27 Both directions MP 225.6 to MP 230.5 Asbestos survey

1 SITE INFORMATION

1.1 Site boundary, extents and access arrangements

1.1.1 Site Location

The site is located between Junctions 26 and 27 of the M5. MP 225.6 – MP 230.5.



1.1.2 Site Boundaries

The site boundaries are constrained by the highway boundary defined by hedges, walls and fences. The majority of survey works are confined to the central reservation.

1.1.3 Access Arrangements

Access to be provided by Traffic Management. Traffic Management arrangements TBC by HE and CWF contractor.

1.2 Pavement

Made up carriageway construction through the site extents.

1.3 Drainage

Existing drainage throughout the site extents within the central reservation is filter drain / gravity piped system with access through manholes and catchpits.

1.4 Geotechnical

Not applicable as site is located within central reservation.

1.5 Soft Estate and Environment

Soft estate within the central reservation is considered to be species poor grassland. The surrounding environment is rural on the southbound carriageway side and predominantly rural but with residential properties/business park a few hundred metres away on the northbound carriageway side.

1.6 Traffic Signs, Road Markings

There are no traffic signs located within the central reservation. The existing carriageway road markings are installed to design standards and TSRGD 2016.

1.7 Lighting

There is no street lighting within the site extents.

1.8 Structures and Buildings

There are four overbridges located within the site extents:

Culmstock Road Overbridge 226.0+95m – Key: 1887
Maidendown Overbridge 226.5+95m – Key: 1888
Bedbrook Lane Overbridge 228.0+0m – Key: 1889
Pugham Mill Lane Overbridge 229.6+90 – Key: 1890

1.9 Tunnels

There are three culverts located within the site extents:

Velhay Farm Culvert 227.4+90m – Key: 34167
Velhay Nursery Culvert 227.8+10m – Key: 34166
Higher Houndaller Farm Culvert – Key: 34163

1.10 Technology

Motorway communications do not run along the central reservation within the site extents. Refer to statutory undertakers information for further details.

1.11 Statutory Undertakers

For information on statutory undertakers apparatus refer to drawing no. HE570131-KIER-GEN-M5_225.6_230.5-DE-CH-000001 to 000005.

1.12 Traffic

Traffic flows:

Site	Reference	OSGR	Average ADT	HGV
M5/9302A Southbound	MIDAS site at M5/9291A priority 1 on link 101002401	E:305312 N:114590	23,336	22.8%
30360124 Northbound	MIDAS site at 30360124 priority 1 on link between J27 and J26	E:315201 N:119322	23,078	17.7%



National Asset Delivery Technical Surveys and Testing

**Works Information for
570131 M5 J26-J27 Both directions MP 225.6 to
MP 230.5 Asbestos survey**

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Amend. No.	Revision No.	Amendments	Initials	Date
0	1	Reduced survey extents	ET	01/11/21

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1 DESCRIPTION OF THE WORKS

1.1 Project objectives

1.1.1 The principle objective of this project is to undertake specialist sampling and testing of the highway drainage assets along the M5 between MP225.6 & MP230.5 central reserve, at the locations (survey area) shown on drawing HE570131D-KIER-HRR-M5_225.6_230.5-DE-CH-0100-01 to 05 and provide subsequent reports in accordance with the requirements detailed in the specification.

a) Management Asbestos Survey Report

b) Asbestos Refurbishment Survey Report

1.1.2 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:

- (1) Undertake a detailed management asbestos survey and refurbishment survey of all drainage assets shown in the following location plan drawings HE570131D-KIER-HRR-M5_225.6_230.5-DE-CH-0100-01 to 05 and as per the specification in section 6:

1.3 Deliverables

1.3.1 The *Contractor* is required to produce the following deliverables:

- (1) A copy of the completed desktop study reports
- (2) A copy of the targeted asbestos survey report including the locations of where samples were taken from with photos and test results.

2 EXISTING INFORMATION

- 2.1.1 Known drainage assets have been identified on drawing HE570131D-KIER-HDG-M5_225.6_230.5-DE-CH-0500-01 to 05. This information available has been identified from HADDMS. It should be noted that this information has not been confirmed by previous surveys and therefore may be subject to inaccuracies.
- 2.1.2 The Drawings listed below apply to this contract. Refer to the site information for details of existing site conditions including ground conditions, limitation on access, position of existing structures etc.

Drawing Number	Title	Revision
HE570131-KIER-GEN-M5_225.6_230.5-DE-CH-0000-01	STATUTORY UNDERTAKERS PLAN (SHEET 1 OF 5)	P2
HE570131-KIER-GEN-M5_225.6_230.5-DE-CH-0000-02	STATUTORY UNDERTAKERS PLAN (SHEET 2 OF 5)	P2
HE570131-KIER-GEN-M5_225.6_230.5-DE-CH-0000-03	STATUTORY UNDERTAKERS PLAN (SHEET 3 OF 5)	P2
HE570131-KIER-GEN-M5_225.6_230.5-DE-CH-0000-04	STATUTORY UNDERTAKERS PLAN (SHEET 4 OF 5)	P2
HE570131-KIER-GEN-M5_225.6_230.5-DE-CH-0000-01	STATUTORY UNDERTAKERS PLAN (SHEET 5 OF 5)	P2
HE570131-KIER-HRR-M5_225.6_230.5-DE-CH-0100-01	CENTRAL RESERVE SURVEYS (SHEET 1 OF 5)	C2
HE570131-KIER-HRR-M5_225.6_230.5-DE-CH-0100-02	CENTRAL RESERVE SURVEYS (SHEET 2 OF 5)	C2
HE570131-KIER-HRR-M5_225.6_230.5-DE-CH-0100-03	CENTRAL RESERVE SURVEYS (SHEET 3 OF 5)	C2
HE570131-KIER-HRR-M5_225.6_230.5-DE-CH-0100-04	CENTRAL RESERVE SURVEYS (SHEET 4 OF 5)	C2
HE570131-KIER-HRR-M5_225.6_230.5-DE-CH-0100-05	CENTRAL RESERVE SURVEYS (SHEET 5 OF 5)	C2
HE570131-KIER-HDG-M5_225.6_230.5-DE-CH-500-01	EXISTING DRAINAGE (SHEET 1 OF 5)	P2
HE570131-KIER-HDG-M5_225.6_230.5-DE-CH-500-02	EXISTING DRAINAGE (SHEET 2 OF 5)	P2

HE570131-KIER-HDG-M5_225.6_230.5-DE-CH-500-03	EXISTING DRAINAGE (SHEET 3 OF 5)	P2
HE570131-KIER-HDG-M5_225.6_230.5-DE-CH-500-04	EXISTING DRAINAGE (SHEET 4 OF 5)	P2
HE570131-KIER-HDG-M5_225.6_230.5-DE-CH-500-05	EXISTING DRAINAGE (SHEET 5 OF 5)	P2

FOR INFORMATION ONLY

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 *Contractor's* working hours for site works shall be between the hours of 21:00 hrs and 05:00 hours.

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 in relation to health and safety duties.
- 3.3.2 When implemented, 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.
- 3.3.3 For details of the CDM duty holders, refer to the pre-construction information which can be found in the following document;
HE570131D-KIER-VGN-M5_225.6_230.5-CDM-CH-0001.
- 3.3.4 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

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

Risk Management

- 3.3.6 The *Contractor* identifies, manages and mitigates risks in accordance with the principles of ISO31000.
- 3.3.7 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. The contractor should refer to the Pre-construction Information and Design Hazard Checklist and Risk Reduction Schedule provided as part of the TST package.

FOR INFORMATION ONLY

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) Survey to be undertaken concurrently with other survey activities where practicable to minimise traffic management requirements and disruption to public. The programme is to take this into account.
 - (iv) Survey results and report to be returned 2-3 weeks following completion of site works
- 4.1.3 The programme should 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 should preferably be provided in either a PDF or MS Excel format and cover the full contract period including post site activities. Activities should be clearly defined and named and the programme should detail the following:
- (i) dates and times associated with the project, including the *starting date*, *completion date* & *Contractor's* planned completion, and any other dates or times that will specifically impact the delivery of the project
 - (ii) activities associated with delivering the project
 - (iii) review periods for any reporting requirements
 - (iv) key dates for the Client to provide 'services and other things'
 - (v) key dates for co-ordination with Others
 - (vi) dates and times associated with the project, including the *starting date*, *completion date* & *Contractor's* planned completion, and any other dates or times that will specifically impact the delivery of the project
- 4.1.5 The *Contractor* updates the programme every week. The *Contractor* submits an updated programme to the *Employer* upon request.

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) Lane 3 NB/SB closures for central reservation works to be in place and moved as required.

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

- (1) The *contractor* will be working under a CDM principal contractor, welfare facilities will be provided by the principal contractor.

FOR INFORMATION ONLY

6 SPECIFICATION FOR THE WORKS

- 6.1.1 The *Contractor* shall undertake the works in accordance with: GG 184 - Specification for the use of computer aided design.

6.2 Asbestos Management Survey

- 6.2.1 The surveys are to be carried out as per the Control of Asbestos Regulations 2012(CAR 2012) and the survey guide HSG 264. The survey is to include the areas indicated on the HE570131D-KIER-HRR-M5_225.6_230.5-DE-CH-0100-01 to 05.
- 6.2.2 Management asbestos survey report, in addition to production of new Asbestos Action Plan (AAP) is to be done as part of the deliverables.

6.3 Asbestos Refurbishment Survey.

- 6.3.1 The Asbestos Refurbishment Survey is to be undertaken as the survey area which is indicated on drawing HE570131D-KIER-HRR-M5_225.6_230.5-DE-CH-0100-01 to 05.
- 6.3.2 The refurbishment survey is to be undertaken in accordance with HSG264: HSE Asbestos: The Survey Guide
- 6.3.3 Testing frequency is to be determined by the contractor and in agreement with HE
- 6.3.4 The contractor is to confirm access requirements necessary to complete the works to the employer prior to works being undertaken
- 6.3.5 Testing and subsequent reporting to be in accordance with HSG264: HSE Asbestos: The Survey Guide
- 6.3.6 The existing Annex 3 AAP for the M5 Junction 24 to 27 SB and NB of is to be updated following testing in accordance with the employer's requirements



National Highways

Technical Surveys and Testing

Engineering and Construction Short

Contract for

570131 SW Region Priority VRS scheme

Asbestos surveys

Contract Documents

[illegible]

1. Contract Data

The *Employer* is National Highways 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 National Highways are:

Name

Address

Telephone

Fax

E-mail address

The *works* are asbestos surveying

The *sites* are shown in the Site Information documents for each location

The *starting date* is 1st January 2022

The *completion date* is 31st January 2022

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

The *defects date* is 52 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

Firm

Address

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
---	--	---

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

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 570131 SW Region Priority VRS scheme Asbestos surveys Price List

FOR INFORMATION ONLY

4. Works Information

The Works Information is in the document entitled Works Information in each location folder.

FOR INFORMATION ONLY

5. Site Information

The Site Information is in the document entitled Site Information in each location folder.

FOR INFORMATION ONLY



National Highways

Technical Surveys and Testing Engineering and Construction Short Contract for

570131 SW Region Priority VRS scheme Asbestos surveys

Form of Tender

FORM OF TENDER

To: NATIONAL HIGHWAYS 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: Brunel House, 930 Aztec West, Almondsbury BS32 4SR

This tender relates to the provision of works in relation to 570131 SW Region Priority VRS scheme Asbestos surveys

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, otherwise delete

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 National Highways 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 National Highways' Anti Bribery and Anti Fraud Codes of Conduct and strive to meet the commitments set out in National Highways' 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 National Highways 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



National Highways

Technical Surveys and Testing Engineering and Construction Short Contract for

570131 SW Region Priority VRS scheme Asbestos surveys

Instructions for Tenderers

**Deadline for Tender submission is
16/11/2021 12:00:00**

INSTRUCTIONS FOR TENDERERS**CONTENTS AMENDMENT SHEET**

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Issued with Tender	ET	01/11/21

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1 THE TENDER PERIOD PROCESS

1.1 General

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

<u>Summary of project</u>	
Project title	SW Region Priority VRS scheme Asbestos surveys
Pin	570131
Location	8, various SW region, detailed in the location folders
Type of works	Asbestos surveying
Description of the works	Asbestos surveying
Estimated starting date	1 st January 2022
Estimated completion date	31 st January 2022

- 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 National Highways' 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 National Highways. 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, National Highways 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, National Highways 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 National Highways in its sole discretion. National Highways' 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 National Highways could receive requests for any information relating to this contract or tender. While National Highways 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 National Highways and the Tenderer.
- 1.1.11 Tenderers must immediately advise National Highways 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 National Highways considers that a change in ownership has created a potential conflict or approval is not obtained, National Highways 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 National Highways in writing. National Highways 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 National Highways reserves the right to disqualify any Tenderer that fails to inform or advise National Highways 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 National Highways 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 National Highways 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 National Highways 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, National Highways 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 National Highways 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. National Highways 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 National Highways' 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 National Highways' 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, National Highways 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. National Highways' 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 National Highways will consider awarding the contract to the Tenderer with the highest score.
- 4.1.2 National Highways will inform the successful and unsuccessful Tenderers of its decision including feedback on their tender.

FOR INFORMATION ONLY

ANNEXES

FOR INFORMATION ONLY

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>
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, National Highways 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	01/11/2021	
2	Not used		
3	Last Date for Tender Queries	09/11/2021 12:00:00	
4	Tender Return	16/11/2021 12:00:00	
5	Tender Assessment	16/11/2021	
6	Award Contract & Feedback	w/c 29/11/2021	

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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 National Highways 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 National Highways' 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 – NATIONAL HIGHWAYS FAIR PAYMENT CHARTER AND ANTI BRIBERY & ANTI FRAUD CODES OF CONDUCT

National Highways, 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 National Highways you are therefore expected to strive to meet the commitments set out in National Highways' 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.

Price List					
Name	M4 J17 Eastbound MP152.3 to 153.6 including exit and entry slip roads				
Contractor	[Contractor to state name]				
Guidance notes & preamble for the Contractor					
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					
You are required to submit a Rate or Price for each Item associated with the Providing the Works					
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.					
For Items where the unit is specified as 'lump sum' you should submit a Price only.					
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.					
You should ensure the total is correct before submission. If necessary, the Employer may contact a tenderer whose Offer has required an arithmetical adjustment.					
Price List Part 2					
Item No.	Item Description	Unit	Quantity	Rate	Price
1	Mobilise and de-mobilise survey team and equipment to site including attendance at any inductions	lump sum	1	£0.00	£0.00
2	Undertake asbestos survey as detailed in the Works Information	lump sum	1	£0.00	£0.00
3	Production of Management Asbestos Survey Report (including photos) and update of the AAP	lump sum	1	£0.00	£0.00
4	Production of Asbestos Refurbishment Survey Report (including photos) and update of the AAP	lump sum	1	£0.00	£0.00
total of the Prices					£0.00

Please note: these are separate surveys and may not necessarily be undertaken together

A separate programme must be submitted for each location



National Highways

Technical Surveys and Testing

Engineering and Construction Short

Contract for

570131 SW Region Priority VRS

scheme Asbestos surveys

Works Information - Appendix 1

Supplementary Constraints

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Annex 2	Records

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 National Highways 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* 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*.

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 National Highways 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 National Highways' 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 National Highways 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 National Highways' 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

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.	

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