

**NEC3 Engineering and Construction Contract  
(April 2013)**

**WORKS INFORMATION**

**SMP Tranche 6 Asset Data Collection Survey**

<b>Tranche</b>	<b>Schemes</b>
6	M1 J35a-J39
6	M1 J19-J23a
6	M42 Birmingham Box Phase 4 J0-J3 & M5 J4A-J4

**WORKS INFORMATION FOR EC CONTRACT**

**CONTENTS AMENDMENT SHEET**

<b>Amend. No.</b>	<b>Issue Date</b>	<b>Amendments</b>	<b>Initials</b>	<b>Date</b>

## WORKS INFORMATION

### Document Structure

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WI 800	<u>Management of the works</u>
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WI 1700	Performance bond (Option X13)
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WI 1900	<u>Low performance damages</u> (Option X17)
WI 2000	<u>Employer's work specifications and drawings</u>

**WI 100**     **Description of the works**

**WI 105**     **General Description of the works**

WI105.1     **Background**

This service is required to enhance the capacity and reliability of the UK Strategic Road Network in order to provide better and enhanced journey time reliability for Highways England customers.

The *works* are provided as part of the wider Road Investment Strategy (RIS) programmes and are to be delivered in conjunction and collaboration with other *Employer's* consultants and contractors.

WI105.2     **Description - Overall Scheme Description**

The implementation of Smart Motorways requires a detailed understanding of the existing assets prior to the assessment, design and construction of appropriate solutions. It is proposed that a detailed understanding will be obtained via survey of the existing asset in order to provide sufficient asset as-built and condition information and to inform the design team of any necessary infrastructure interventions required for the delivery of the Smart Motorway schemes.

**Scheme site location / Working Areas**

**M1 Junction 19 - 23a**

This upgrading of the M1 to Smart Motorway is between junction 19 (M6 Catthorpe interchange) and junction 23A (East Midlands Airport). Coupled with other improvements in Yorkshire, this will complete a Smart Motorway corridor between London and Yorkshire. It will also include an upgrade to junction 21 to provide better links between the M1 and M69.

The length is 54.0km long. The sections of the M1 Junctions 19-21 and Junctions 21a-23a are currently dual three lane motorway (D3M) with hard shoulders. The M1 J21-21a is dual 4-lane (D4M) with hard shoulders.

**M42 Birmingham Box Phase 4 J0 - J3 & M5 J4A - J4**

Birmingham box Phase 4 proposed scheme runs from M42 Junction 0 /M5 J4a motorway interchange to M42 Junction 3 in a west to east direction. It lies in the south west corner of the Birmingham Box and is significant for local commuter journeys. At the western end of the scheme it will tie into the newly constructed Smart Motorway All Lane Running (SM-

ALR) scheme that runs from M5 Junction 4a to Junction 6. At the eastern end of the scheme it will tie into the SM-ALR Tranche 5 'in-development scheme', which will improve the motorway network between M42 Junction 3 to Junction 4 and from the M42 Junction 3a to M40 Junction 16.

The length is 17.7km long; 13.0 km on M42 and 4.7km of M5 J4 to J4a. Currently the M42 from Junction 3 to the M5 interchange is a D3M standard cross section with hard shoulders. The scheme passes through a rural setting with the town of Redditch to the south served from Junction 2 and Birmingham City and its suburbs to the north. Hopwood Park Motorway Services is located off to the north side of Junction 2.

### **M1 J35a - 39**

This upgrade to Smart Motorway is between M1 junction 35A (A616) and junction 39 near Wakefield. Together with other Smart Motorways this will provide a full Smart Motorway link between Sheffield and Leeds; and together with improvements will provide improvement to London.

The existing road is 22.2km long, with a D3M cross-section with hardshoulders. Existing Smart Motorways exist at both terminal junctions.

## **WI 110 Project Objectives**

### **WI110.1 SCOPE OF SURVEYS (the works)**

**Objective:** To identify existing asset condition data to the relevant specifications and provide data to other SMP design team(s).

The *Employer* requires the *Contractor* to undertake surveys and produce a full inventory of their location, construction and their condition as per Smart Motorway Programme - Survey Guide including its Annexes requirements. The *Contractor* is to undertake the design of these surveys.

For the purpose of this scope, no gap analysis has been undertaken and the *Contractor* will be required to undertake a detailed survey on 100% of the existing assets.

*Contractor* will be required to liaise with the *Employer's* Area teams and the Maintenance Service Providers (MSPs) to collect all the available existing asset data. Liaison will also establish what existing information is available for use in the planning for surveying of existing assets (e.g. as-built information obtained from HADDMs and used to establish existing drainage network. Survey of existing network to be undertaken including condition survey).

A summary of the surveys required follows:

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- **Topographical** (conventional methods)
    - Narrow strip on the nearside verge alongside the edge of carriageway;
    - At the locations of Advance Direction Signs (ADSs), gantries and Emergency Areas identified in the Operational Concept design (Design Fix One);
    - Existing assets/ features within the highway boundary (includes drainage channels etc.);
    - Factual report on topographical surveys including gap analysis (quantity and quality);
    - NOTES Any site clearance required for undertaking the topographical needs to be done post environmental checks for protected species/ habitats.  
Also note: the *Employer* has aerial LIDAR data so does not need the entire highways boundary to boundary surveyed.
  - **Pavement**
    - Traffic Speed Deflectograph surveys (will inform other pavement surveys)
    - Visual condition survey
    - Ground Penetrating Radar (longitudinal and transverse).
    - Falling Weight Deflectometer
    - Coring and Dynamic Cone Penetrometer (DCP)
    - Unbound material samples below the pavements.
    - Scheduling and testing of pavement cores and samples, with review of results.
    - Factual report on pavement surveys including gap analysis.
  - **Drainage**
    - CCTV Survey of piped network with defect assessment;
    - GPS laser survey of drainage chambers and its internal pipework connections, enabling the capture of asset data information (both geometric and possible defects) in an accurate, safe and intelligent way, and appropriate processing;
    - Survey (topographical) of non-piped network (surface water channels, filter trenches, grass channels etc.);

- Location of drainage ancillary assets (e.g. penstocks, interceptors, oil separators, pumping stations, etc.);
- Factual report on drainage surveys including gap analysis (quantity and quality).
- **Ducts in structures and cross carriageway ducts**
  - Location of ends of existing cross-carriageway ducts (CCD), (GPS reference chamber/ duct ends), size(s), number and capacity and current use;
  - Location of existing ducts through structures (detail as above);
  - Factual report on ducting surveys including gap analysis (quantity and quality).
- **Geotechnical Ground Investigation**

There may be discrete locations where a Geotechnical Ground Investigation is required. If this is required, this would be instructed in writing by the *Project Manager*.

WI110.2 Temporary Traffic Management

The *Contractor* is responsible for providing temporary traffic management to provide a 'safer' working area to carry out the site surveys on the network. Refer to WI 240.

WI110.3 Delivery Programme

To successfully deliver the SMP schemes, the following table outlines the schedule of key dates for the programme:

<b>Tranche 6 Scheme title</b> (all carriageways, their verges, central reserve including slip roads and link roads where these are applicable)	<b>Key Date by: Site Survey / data collection site works completed</b>	<b>Key Date by: Delivery of digital data (including upload to Business Collaborator)</b>
M1 J35a - J39	02 Nov 2018	30 Nov 2018
M1 J19 - J23a	02 Nov 2018	30 Nov 2018
M42 Birmingham Box Phase 4 J0 - J3 & M5 J4 - J4A	02 Nov 2018	30 Nov 2018

**WI 200 General constraints on how the Contractor Provides the Works**

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**WI 205**    **General constraints**

WI205.1 Project risks

WI205.1.1 The *Employer* has carried out a risk assessment of the project and set out this analysis in a list of risks. A copy of this list is included at Annex H.

WI205.1.2 The *Project Manager* combines the risks contained in Contract Data Part one with those in Contract Data Part two to form the first Risk Register within 10 working days of the *starting date*.

WI205.1.3 The risks set out in this Risk Register are reviewed by the *Project Manager* and the *Contractor* at a risk reduction meeting within four weeks after the *starting date*.

The *Contractor*:

- promotes a consistent approach to risk management across the contract,
- ensures that those required to carry out a risk management role are suitably trained, and
- provides periodic risk management reports in the format required by the *Employer*.

The *Contractor* appoints a risk manager who:

- Is experienced in using a variety of risk management tools and procedures in accordance with industry best practice (ISO31000) guidelines, including:
  - Risk registers, templates and reports
  - Qualitative risk analysis techniques
  - Quantitative risk analysis techniques
  - Risk systems and data repositories
  - Risk escalations
- Actively identifies and manages both threats and opportunities within the risk registers
- Acts as the project-level risk management expert
- Is experienced in facilitating risk workshops
- Reviews the risk register monthly with project management teams and with the *Employer's* Smart Motorways Programme risk manager
- Provides monthly risk management registers, periodic reports and data analysis in the format required by the *Employer* to coincide with monthly

reporting timescales.

- Promotes a consistent approach to risk management across the Smart Motorways Programme
- Works with their respective *Employer's* Smart Motorways Programme risk manager to promote best-practice risk management knowledge share
- Supports the *Employer's* use of chosen risk management system, Xactium, or similar compatible platform to identify and manage risks.

In addition to this, the *Contractor*:

- Shares its risk registers, forecasts and final costs with other suppliers to allow risk reduction across the programme
- Reports separately on their financial position regarding project and programme risk
- Uses the *Employer's* Project Control Framework (PCF) products for risk management.

#### WI205.2 Environmental requirements

WI205.2.1 In Providing the Works the *Contractor* complies with the *Employer's* environmental policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment

WI205.2.2 Paper used for written outputs produced by the *Contractor* in connection with the contract complies with the relevant sustainable Government Buying Standards (<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>) and is used on both sides where appropriate.

WI205.2.3 Goods purchased by the *Contractor* on behalf of the *Employer* (or which will become the property of the *Employer*) comply with the relevant minimum environmental standards specified in the Government Buying Standards (<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>)

#### WI205.3 Site Waste Management Plan

WI205.3.1 To reduce the need for waste disposal, the *Contractor* minimises the generation and environmental impacts of wastes arising during the *works* and maximises

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opportunities for the re-use and recovery of wastes. The *Contractor* produces and maintains a site waste management plan which is consistent with IAN 183/14.

The site waste management plan is to include the following:

- Details of disposal of any wastes from drains /ditch clearance
- Details of disposal of any wastes from vegetation site clearance material

WI205.3.2 The *Contractor* makes any necessary applications to the local authority and/ or the Environment Agency, under the terms of the Waste Management Licensing Regulations 1994 (as amended), and the Town and Country Planning Act (1990) for the storage, treatment or disposal of wastes

WI205.3.3 The *Contractor* is to engage with the MSP on any special network requirements relating to access, waste, noise/vibration, working hours, planning, interfaces and protection to existing assets.

#### WI205.4 Conflict of interest

WI205.4.1 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* via the *Project Manager* if there is any uncertainty about whether a conflict of interest may exist or arise.

WI205.4.2 The *Contractor* notifies his employees and Subcontractors (at any stage of remoteness from the *Employer*), and procures that any Subcontractor (at any stage of remoteness from the *Employer*) notifies its employees, who are engaged in Providing the Works that they must not take an action which would cause an actual or potential conflict of interest to arise in connection with the *works*.

WI205.4.3 The *Contractor* ensures that any employee of the *Contractor* or of any Subcontractor (at any stage of remoteness from the *Employer*) who is engaged in Providing the Works completes a declaration of interests the form set out in Annex C. The *Contractor* issues to the *Project Manager* any completed declaration of interests forms.

WI205.4.4 The *Contractor*

- immediately notifies the *Project Manager* and
- procures that any Subcontractor (at any stage of remoteness from the *Employer*) immediately notifies the *Contractor*

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if there is any uncertainty about whether a conflict of interest may exist or arise.

WI205.4.5 Following a notification from the *Contractor*, the *Project Manager* may

- require the *Contractor* to stop Providing the Works until any conflict of interest is resolved or
- require the *Contractor* to submit to the *Project Manager* for acceptance a proposal to remedy the actual or potential conflict of interest.

A reason for not accepting the submission is that it does not resolve the conflict of interest. The *Contractor* amends the proposal in response to any comments from the *Project Manager* and resubmits it to the *Project Manager* for acceptance. The *Contractor* complies with the proposal once it has been accepted.

WI205.4.6 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with his obligations.

## **WI 210**    **Confidentiality**

WI210.1 Within two weeks of the termination of the *Contractor's* obligation to Provide the Works, the *Contractor* returns to the *Project Manager* any confidential or proprietary information belonging to the *Employer* in the *Contractor's* possession or control and deletes (and procures that any Subcontractor deletes) any electronic information or data held by the *Contractor* or any Subcontractor relating to the *Employer* or this contract.

## **WI 220**    **Security and identification of people**

### **WI220.1 Basic Security Checks**

WI220.1.1 If requested by the *Project Manager* the *Contractor* carries out basic security checks on its employees and Subcontractors (at any stage of remoteness from the *Employer*) and their employees before they are involved in Providing the Works. The checks are carried out in accordance with the *Employer's* procedures (included at Annex G).

## **WI 240**    **Traffic management**

WI240.1 Unless otherwise authorised by the *Project Manager*, traffic management measures which could cause traffic flows to be impeded or restricted are to be removed for bank holiday

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periods as set out below:

WI240.1.1 Bank Holiday Mondays

Traffic management to be removed before 06:00 on the Friday before the bank holiday Monday and not reinstated before 00:01 on the Tuesday after the bank holiday.

WI240.1.2 Easter

Traffic Management to be removed before 06:00 on the Thursday before Good Friday and not reinstated before 00:01 on the Tuesday after Easter Monday.

WI240.1.3 Christmas and New Year

Traffic Management to be removed before 06:00 on the morning of the third working day\* before Christmas Day and not reinstated before 00:01 on the first working day\* following the New Year's Day bank holiday.

\*note: "working day" means a weekday, but not a Saturday or Sunday. A "working day" would include Christmas Eve where it falls on a weekday.

WI240.1.4 Other Embargo's – Public events within surround areas may impact network occupancy (e.g. football matches, etc). - Early discussions with the local Area Network Occupancy management system team will be required prior programming the works.

WI240.1.5 Traffic Management shall be removed if instructed by the *Project Manager*, which may be when the *Project Manager* is advised by the local Area's Operations Directorate or MSP.

WI240.1.6 Temporary traffic management plans, method statements and risk assessments shall be produced by the *Contractor* and submitted to the *Supervisor* for agreement prior to starting works on site.

These may be required to be submitted along with a request for network occupancy.

WI240.2 Network Occupancy Management System (NOMS)  
(previously Road Space Booking)

WI240.2.1 All the site survey activities on the network are required to be coordinated with the local Maintenance Service Provider (MSP) / Highways England Area Team. The *Contractor* shall arrange the necessary network occupancy to complete the site survey activities through the local Area's Network Occupancy Management System (NOMS).

WI240.2.2 Requests for network occupancy shall be submitted to the local Area's NOMS team. Network occupancy requests shall be submitted at the earliest possible opportunity. The *works* should not commence until the network occupancy bookings are confirmed by the relevant Area's NOMS team for all Tranche 6 schemes.

WI240.2.3 Throughout the planning and duration of the *works*, the *Contractor* is responsible to liaise with the local Areas' NOMS teams in order to avoid dates of network embargos, to avoid other planned works, to assist in the resolution of clashes, and to manage any changes required to the site surveys network occupancy requests.

WI240.2.4 The *Contractor* shall work collaboratively with the Area teams to, where practicable, share site working spaces and network occupancy without compromise to safety and welfare of customers, road workers or others that may be affected by the *works*.

#### **WI 250**    **Consideration of Others**

WI250.1    The *Contractor*

- registers the Site under the Considerate Constructor Scheme and
- complies with the Considerate Constructor Scheme's Code of Considerate Practice in Providing the Works.

#### **WI 255**    **Inclusion Action Plan**

WI255.1    The *Contractor* prepares an Inclusion Action Plan in accordance with Annex E and submits it to the *Project Manager* for acceptance within four weeks of the *starting date*.

#### **WI 260**    **Project Controls**

WI260.1 Project Controls Framework

WI260.1.1    The *Employer* operates a Project Control Framework (PCF) as part of its project management process. The PCF comprises a number of products relating to the life cycle of a project. These PCF products are produced, reviewed or revised at various stages of the project life cycle. The *Contractor* will be involved in production, review and revision of the PCF products as the project life cycle evolves.

WI260.1.2    Unless otherwise instructed by the *Project Manager* the only

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PCF Products (to the standard of SGAR 6) to be prepared are:

- Risk Management Plan
- As-built documentation
- Project Schedule (surveys/ testing/ reporting /data up-loads)
- Lessons Learnt Log
- Health & Safety File
- Scheme Asbestos Management Plan (by exception)
- Implementation Report of New Standards (to include relevant SHW / DMRB / IANs / MPIs & SMP Survey Guide; relevant other standards)
- Traffic management Plan
- Environmental Management Plan

#### **WI 270**    **Equipment, Plant and Materials**

WI270.1    The *Contractor* removes Equipment from the Working Areas when it is no longer needed to Provide the Works unless the *Project Manager* allows it to be left within the Working Areas.

WI270.2    The *Contractor* removes Plant and Materials from the Working Areas (with the *Project Manager's* permission) when they are no longer needed to Provide the Works.

#### **WI 280**    **Apprenticeships**

WI280.1    The *Contractor* takes all reasonable steps to ensure that for every £20,000,000 (twenty million pounds) paid to the *Contractor* under this contract at least one employee engaged in Providing the Works (which may include employees of the *Contractor*, any Subcontractor or supplier of the *Contractor*) is on a formal apprenticeship programme under which he gets on and off the job training and gains a nationally recognised qualification. The *Contractor* makes available to its employees engaged in Providing the Works, information about the Government's apprenticeship programme and wider skills opportunities.

WI280.2    The *Contractor* takes all reasonable steps to provide work experience placements for 14 to 16 year olds, work experience/work trial placements for other ages, student sandwich/gap year placements and graduate placements in relation to this contract.

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**WI 285**    **Continual Improvement / LEAN**

WI285.1    The *Contractor* follows the procedures for achieving continual improvement set out in Annex D.

**WI 300**    **Contractor's design**

WI300.1    No construction design work is required. Refer to WI700 for design of testing.

**WI 305**    **Contractor's Design responsibility**

WI305.1    Refer to WI700 for design of the locations for investigations, sampling and the subsequent testing of the samples retrieved.

**WI 310**    **Design submission procedures**

WI310.1 Design certificate

WI310.1.1    The *Contractor* provides a design and check certificate when he submits his design to the *Project Manager* for acceptance. The design certificate is signed by an appropriately qualified and experienced engineer other than the engineer who prepared the design. If the certifying engineer is not an employee of the *Contractor* he is a Subcontractor.

WI310.2 Alternative design

WI310.2.1    Not Used

**WI 325**    **Building Information Modelling (BIM)**

Overview of BIM - 'Better Information Management'

The term 'BIM' (Building Information Modelling) has many connotations, however SMP adopts the Highways England definition as 'Better Information Management'. Fundamentally, BIM is the management of information. A huge amount of information and data is generated throughout the course of an infrastructure construction project and added to, through the operational life of the asset. To make best use of this information and increase efficiency, it needs to be managed effectively.

The adoption of BIM processes and practices allows information and data to be produced in a digital format to facilitate greater collaboration between the various parties involved in the provision and operation of the asset.

Employer's Information Requirements (EIR)

The EIR is a SMP mandated document that defines in detail the

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*Employer's* requirements for digital data creation and handover including, but not limited to models, data and documentation. The requirements of this document must be fully and clearly understood by those procuring, planning and executing asset surveys.

The survey supply chain develops and delivers its asset surveys as a complete Survey Information Model (SIM), in accordance with the SMP Survey Guide, the EIR and any other specific requirements.

WI325.1 BIM (Building Information Modelling / Better Information Management)

WI325.1.1 The Employers Information Requirements (EIR) is to be followed, and requires Contractors to deliver a BIM Execution Plan (BEP) covering pre-contract and post contract stages.

WI325.1.2 In developing all deliverables, the *Contractor*:

- a. Uses available Highways England Asset Information Group's database systems (e.g. HAGDMS, HADDMS, HAPMS, IAMS etc., AVIS (training is required) and Digital Terrain Model (DTM) (based on processed drone / aerial & driven LIDAR datasets).
- b. Uses the SMP Digital Component Library.
- c. Supports the use of Rapid Engineering Modelling survey requirements
- d. Generates an intelligent 3D model to EIR requirements leading to;
  - i. Virtual Reality (VR) Immersive Model.
  - ii. Drive/Fly through (3D visualization).
  - iii. Federated project and asset Information models
  - iv. IFC models.
  - v. Integration with the SMP GIS including but not limited to Inventory (quantities, schedules with GIS location of key infrastructure assemblies (e.g. ERA, gantry by type, technology, etc).
- e. Delivers to the *Employer* via the Employers Common Data Environment

WI325.1.3 The *Contractor* is encouraged to utilise electronic surveying techniques/ recording of data to reduce the time taken to process and compile the asset data for handover to the *Employer*.

WI325.1.4 The *Contractor* Provides the Works in compliance with the Government's Strategy for Building Information Modelling as set out in the Cabinet Office Government Construction

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Strategy paper dated May 2011. In summary “... *Government will require fully collaborative 3D BIM (with all project and asset information, documentation and data being electronic) as a minimum by 2016. A staged plan will be published with mandated milestones showing measurable progress at the end of each year.*”

WI325.2 Creation of Delivery Plans

Not Used.

WI325.3 Production of Specified Models by the *Contractor*

WI325.3.1 The *Contractor* develops the following documents for acceptance by the *Project Manager* within 4 weeks of the *contract date*:

- Design Management Plan (BS 7000-4 compliant), along with a simple BIM strategy document within 4 weeks of the *starting date*.

WI325.3.2 The *Contractor*

- produces the specified models (excluding any material forming part of the specified models which is provided to the *Contractor* by or on behalf of the *Employer*) at each stage to the relevant Level of Definition specified in the Model Production and Delivery Table and in accordance with the updated BIM Execution Plan,
- validates the Specified Models against the requirements set-out in the Employer’s Information Requirements and the Information Delivery Plan,
- delivers the Specified Models to the *Project Manager* and other Project Team Members,
- uses the Models in accordance with any procedures in the Employer’s Information Requirements,
- co-operates with the Information Managers and other Project Team Members and
- otherwise complies with the Employer’s Information Requirements.

WI325.3.3 Not Used

WI325.3.4 Not Used

WI325.3.5 On completion the *Contractor* submits a complete “as constructed” Models, and “as built” drawing definitions and reports for the asset data and to be uploaded to Common Data Environment(s) and in a user-friendly (electronic

editable) format for use by Smart Motorway designers.

- WI325.3.6 The *Contractor* records and reports all benefits of BIM to the *Project Manager*, through the approved *Employer* efficiency process along with producing relevant case-studies as specified by the *Employer*.

**WI 335**     **Copyright / Licence**

- WI335.1 The *Contractor* is to contact the *Project Manager* for any copyright/ licenses required for the compilation, recording and reporting of asset data information.

**WI 340**     **Access to information following Completion**

- WI340.1 The *Contractor* is to upload all collated asset data on Business Collaborator and *Employer's* databases for access for future use for Smart Motorway design.

**WI 400**

**WI 405**     **Completion definition**

- WI405.1 The work to be done by the Completion Date for the whole of the *works* is all the work included in this contract - please refer to Delivery Programme.
- WI405.2 Traffic management measures which could cause traffic flows to be impeded or restricted are to be removed before Completion -- please refer to Delivery Programme.

**WI 410**     **Sectional Completion definition**

- WI410.1 The work to be done by the Completion Date for a *section* of the *works* is all the work included in the *section* - please refer to Delivery Programme.
- WI410.2 The *Contractor* shall include in the Delivery Programme milestones for submission of sample(s) of collated asset data for review and acceptance by the *Project Manager* to ensure the collated data is accurate and complete in accordance with the requirements of the SMP Survey Guide.

**WI 435**     **Pre-Completion arrangements**

- WI435.1 When the *Contractor* considers that a part of the *works* is complete and ready to be taken over by the *Employer*, he signs the statement on the form attached at Annex F, obtains the signature of the Operating Authority responsible for the future operation of that part of the *works*, and submits

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it to the *Project Manager* for certification of take over.

**WI 445**    **Documents**

- WI445.1    The *Contractor* provides the handover documents at the time required by and in accordance with the *Employer's* current procedures.
- WI445.2    The *Contractor* returns the Works Information or any other material relating to the *works* to the *Employer* at the *defects date*.

**WI 500**    **Programme**

**WI 505**    **Programme Requirements**

- WI505.1    The Programme will include but not be limited to the following information:
- Contract Award, *starting date*, planned Completion (including sections), Completion Date, Key Dates
  - Order and timing of operations to Provide the Works in accordance with the Works Information, including TM phases (anticipated, pre-NOMS confirmation max 4km sections of verges and central reserve)
  - Mobilisation timetable including NOMS requests and approval/ confirmation from the local Area's NOMS teams – for each individual scheme
  - The full range of surveys identified in WI 100 - Description of the Works. (Pavement, Topographical, Drainage & Ducting) and defined as individual items by work section (a work section is not to exceed more than the distance between adjacent junctions on the network). And also should include their relevant SHW number, i.e. SHW 500 for Drainage, SHW 700 Earthworks etc.
  - The programme will also clearly identify the critical path, float and resources and costs required to deliver the project. A programme narrative on why and how this is the chosen path.
  - The Programme submitted shall be of a suitable standard to provide a Delta Acumen Fuse Quality % of >85%
  - Acceptable software formats are in the EIR. Oracle Primavera P6 format is used for Programme submissions under the *conditions of contract*. Microsoft Project may be used for site level weekly/monthly planning.

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- health and safety requirements
  - approval periods.
  - road space bookings.
  - temporary traffic regulation Orders
  - traffic management.
  - site works.
  - processing period.
  - issue of final data in accordance with IAN 184/14 or subsequent updated IAN.
  - The accepted programme is key to agreeing the true state of play at any one point in time. The regularly submitted programmes will include *Contractor's* progress, their planned sequence of activities, as well as the effect that agreed compensation events have at the time that they occur.
  - When revising the programme the *Contractor* shows on each revised programme:
    - actual progress achieved on each operation activity and affect upon remaining work
    - effects of implemented compensation events
    - How the *Contractor* plans to mitigate and deal with any delays and to correct notified Defects.
    - any other changes that the *Contractor* proposes to make
  - The maximum period between programme submissions is four weeks, when the *Contractor* submits a revised programme:
    - Within the period for reply after *Project Manager* has instructed
    - When the *Contractor* chooses to
    - At no longer interval than stated in the contract

**WI 510**    **Programme Arrangement**

WI510.1    The *Contractor* prepares a programme with sufficient detail to demonstrate collection of survey data, processing and upload to Business Collaborator for the different survey types and survey extents. Activities that may be on critical path should be clearly identified.

**WI 515**    **Surveying Statement**

WI515.1    The following two stages in Table 515-1 and Table 515-2 are based on good practice for undertaking SMP asset data collection and is for “guidance only” for the *Contractor* to develop. It was developed under the Tranche 4 data gathering process.

**Table 515-1: Stage 1 – Planning and Compound Set up**

Activity	Notes
a) Identify suitable location for site compound	<ul style="list-style-type: none"> <li>Compound to be central to works location, if possible.</li> <li>Compound size to be of suitable to accommodate traffic management vehicles and drainage gully tankers – the site compound is used for site briefings before works commence on the network. Vehicles are stationed at compound until instruction to proceed onto network is authorised by <i>Contractor's</i> project manager/ shift supervisor.</li> </ul>
b) Traffic management planning	<ul style="list-style-type: none"> <li>Produce traffic management drawings for planned surveys and produce schematics illustrating slip roads and marker posts.</li> <li>Identify any areas where temporary traffic regulation order (TTRO) will be required – 12 week process, issue request early in planning stages.</li> </ul>
c) Contact Area network team to book road space	<ul style="list-style-type: none"> <li>Identify any possible clashes with major contacts or term maintenance programme.</li> <li>Obtain contact name for road space booking and begin liaison with area network team.</li> </ul>
d) Procurement of survey specialists	<ul style="list-style-type: none"> <li>If possible, utilise existing supply chain with resources who work within or close to works location or specialists who have worked for Area network team who have experience / knowledge of routes to be survey.</li> </ul>
e) Contact Area team to obtain any existing survey results / service plans	<ul style="list-style-type: none"> <li>Request existing as-built data that can be used for planning of surveys (e.g. drainage network) and can limit the extent of surveys to be undertaken.</li> <li>Obtain any health and safety information including asbestos surveys.</li> </ul>
f) Produce detailed programme of works and book road space	<ul style="list-style-type: none"> <li>In producing programme and booking road space, allow overlap to phases on road space for flexibility to move traffic management to suit progress.</li> <li>Consider flexibility in programme/ contingencies to accommodate cancellation of planned road space that can arise due to emergency repairs and accommodate planned events. Also, consider impact from unplanned events (e.g. football team progressing in euro championship league).</li> </ul>

**Table 515-2: Stage 2 – Surveys/ site work**

Activity	Notes
a) General approach	<ul style="list-style-type: none"> <li>• Scheme split in 4km section.</li> </ul> <p>All surveys carried out within the 4km section making best use of installed traffic management;</p> <p style="padding-left: 40px;"><u>1st phase Verge side</u></p> <ul style="list-style-type: none"> <li>○ Hard shoulder closures on day time.</li> <li>○ Hard shoulder / Lane 1 / Lane 2 closed on nights.</li> </ul> <p style="padding-left: 40px;"><u>2nd phase Central reserve</u></p> <ul style="list-style-type: none"> <li>○ Lane 2 / 3 closed on both carriageways.</li> </ul> <ul style="list-style-type: none"> <li>• Surveys along the verge side are completed first along the whole route and is then followed by surveys along the central reservation.</li> </ul> <p>This allows some flexibility to move closure along to suit different specialist progress.</p> <ul style="list-style-type: none"> <li>• Programme based on 5 days / 5 nights – Monday to Friday.</li> </ul> <p>Hard shoulder closure is lifted at the end of Friday night and installed on Sunday night – this is more cost effective as no Traffic Safety Control Officer (TSCO) or maintenance gang is required over weekend.</p>
b) Daytime closures (network permitting)	<ul style="list-style-type: none"> <li>• Day time closures to ideally commence 2 weeks in advance of the night shift.</li> </ul> <p>This allows the site clearance (e.g. clearing of vegetation) and drainage manholes/apparatus to be identified in advance and to reduce undertaking these works during night time shift.</p> <p>Also, hard shoulder traffic management (signage / cones) is not interfering with night closures traffic management installation.</p>
c) Site clearance	<ul style="list-style-type: none"> <li>• Site Clearance gang will commence first undertaking the strimming of grass/vegetation 3m along the verge from edge of carriageway and around assets e.g. sign gantries, drainage manholes etc...</li> <li>• This gang will also locate drainage manholes and lift covers to ensure they can be accessed prior to the drainage survey team. The <i>Contractor</i> will survey the</li> </ul>

Activity	Notes
	<p>manhole positions (marker post reference, their relative location within the highway boundary and produce sketch) for use by specialist drainage team and night time supervisor.</p> <p>This approach minimises problems encountered in site during night time works and prevent delay by drainage survey team and drainage gully tankers on site.</p>
d) Visual Condition Surveys	<ul style="list-style-type: none"> <li>• Visual Condition Surveys (VCS) are carried out in advance ideally on Sunday day shifts with IPV protection. This provides better visual conditions and lower traffic counts.</li> <li>• Areas of significant defect locations are highlighted for use in planning of pavement core locations surveys.</li> </ul>
e) Topographical survey and cross carriageway duct proving	<ul style="list-style-type: none"> <li>• Topographical Surveys and cross carriageway duct proving are carried out on day shifts where possible.</li> <li>• One specialist (Topographical) will work on A carriageway and other specialist (Duct proving) will work on B carriageway to aid works access and movement within hard shoulder closure.</li> <li>• Areas where day time working is not possible are identified and then completed on night shift.</li> </ul>
f) Drainage survey, pavement surveys (coring), Dynamic Cone Penetrometer (DCP) Ground Penetrating Radar (GPR) - Transverse surveys/ FWD)/ slit trench	<ul style="list-style-type: none"> <li>• Drainage surveys, pavement coring, GPR transverse surveys, FWD and slit trenches are carried out during night shifts.</li> <li>• Working window generally (22:00 to 04:00) subject to traffic counts and weather dependent.</li> </ul>
g) Ground Penetrating Radar (GPR) - longitudinally	<ul style="list-style-type: none"> <li>• GPR longitudinally is carried out on day shifts at Traffic speed (50 mph) to all lanes – no traffic management is required for this. Weather dependent.</li> </ul>
h) LIDAR survey	<ul style="list-style-type: none"> <li>• LIDAR is carried out in advance of main survey works under the protection of IPV on hard shoulder. Weather dependent.</li> <li>• Ideally undertaken as part with Digital Video survey.</li> </ul>

Activity	Notes
i) Digital Video survey	<ul style="list-style-type: none"> <li>• Video is carried out in advance of main survey works. Carried out from driving on the network.</li> <li>• Ideally undertaken as part of LIDAR survey.</li> </ul>
j) Progress and review	<ul style="list-style-type: none"> <li>• The planning of the programme and activities is determined on agreed outputs with all specialist survey contractors.</li> <li>• This is recorded and reviewed after each day and night shift.</li> </ul>
k) Critical path activity	<ul style="list-style-type: none"> <li>• The critical path activity is the drainage survey works. The activity and resources which can take additional time than planned and is dependent upon the condition and maintenance of the asset (e.g. heavily silted manholes), include; jetting of drainage system and clearing of silt and CCTV surveys.</li> <li>• The jetting of the drainage system and CCTV of drainage runs run concurrently along the section being surveyed.</li> </ul>
l) Weekly traffic management/ planning meeting	<ul style="list-style-type: none"> <li>• Weekly Traffic Management, planning meeting held on site with site team to run through programme and progress.</li> <li>• This is important to allow changes to road space booking with Area team and identify any issues with embargos, road clashes and allow traffic management to be rescheduled if required.</li> </ul>
m) Weekly review progress meetings	<ul style="list-style-type: none"> <li>• Weekly meetings held with design team and specialists to discuss issues on site, review delivery against specification, review survey data obtained and any health and safety matters.</li> <li>• Lessons learnt captured and fed back into survey teams and <i>Employer</i>.</li> </ul>

**WI 520**     **Work of the *Employer* and Others**

- WI520.1     The *Contractor* submits all network occupancy requests at the earliest possible opportunity to aid planning to avoid other planned works and network embargos. Refer WI240.2.
- WI520.2     The *Contractor* should not plan that the *Contractor* will be able to utilise the *Employer's* depots or MSP facilities to Provide the Works. This opportunity may be explored with Highways England Area's teams and MSP during the project works.

**WI 530**     **Revised programme**

- WI530.1     A schedule of changes since the previous Programme will be issued by the *Contractor* to accompany any revised Programme.

**WI 600**     **Quality management**

**WI 620**     **Standards and Procedures**

- WI620.1     Except where otherwise directed, all materials, workmanship, designs and assessments are to comply with the *Employer's* current standards and procedures or, for *Contractor* designed elements, the time the relevant design certificate is signed.
- WI620.2     If a standard or procedure subsequently changes, the *Contractor* complies with the revised standard or procedure if instructed by the *Project Manager*.

**WI 630**     **Quality management**

- WI630.1     The *Contractor* operates management systems as follows
- a health and safety management system complying with OHSAS 18001,
  - a quality management system complying with ISO 9001,
  - an environmental management system complying with ISO 14001,
  - a risk management system and processes complying with ISO 31000 and
  - a collaboration framework complying with BS 11000.
- WI630.2     The systems include processes for delivering continual improvement following the guidance in ISO 9004 and comply with good industry practice and the requirements of this

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contract.

- WI630.3 The *Contractor* obtains third party certification from a UKAS approved accreditation body accepted by the *Project Manager* for its health and safety, quality and environmental management systems. The *Contractor* submits to the *Project Manager* a copy of each certificate within two weeks after the *contract date* or one week after a new certificate is obtained, and where new certification is being obtained it shall be not later than twelve months after the Contract Date
- WI630.4 The *Contractor* prepares the quality plan within four weeks of the Contract Date. The quality plan incorporates the Quality Statement and is sufficiently detailed to demonstrate how the *Contractor* will achieve each of the commitments in the Quality Statement and meet the *Employer's* objectives for this contract.
- WI630.5 The *Contractor* keeps a controlled copy of the quality plan available for inspection at all times by the *Employer*, the *Project Manager*, the *Supervisor* and their representatives.
- WI630.6 The *Project Manager* notifies the *Contractor* if he considers that the quality plan does not comply with the requirements of this contract. Following such notification, the *Contractor* reviews the quality plan and reports to the *Project Manager* setting out his proposed changes. If the *Project Manager* accepts the proposals, the quality plan is changed.

## **WI 700    Tests and Inspections**

### WI700.1    **Topographical (conventional methods)**

There are no existing topographical surveys (a digital terrain model bases on aerial LIDAR may be available within Business Collaborator). The *Contractor* is to undertake 100% of the extent of topographical requirements as per Smart Motorway Survey Guide. This includes;

- Narrow strip on the nearside verge alongside the edge of carriageway.
- At the locations of Advance Direction Signs (ADSs), gantries and Emergency Areas identified in the Operational Concept design (Design Fix One) - All features within the highway boundary (including the boundary feature) at the bottom or top of the batter or other features. The locations of these key features being identified at Design Fix One **will not be available till June / July 2018**. For planning of data

collection assume ERA spacing of 1200m and signal spacing of 800m (as averages)

- Existing assets/ features within the highway boundary that are to be retained e.g. bridges
- Where there is a digital terrain model based on aerial LIDAR - Any features on the batter/cutting slopes and where there are.
- Other locations as directed by the *Project Manager*
- Factual report on topographical surveys including gap analysis (quantity and quality)

**NOTE** - Any site clearance required for undertaking the topographical needs to be done post environmental checks for protected species/habitats.

In the first instance, the *Contractor* should contact the Maintenance Service Provider (MSP) for details of any known environmental constraints (e.g. ecology, invasive plants etc...)

Existing baseline environmental records are available on the *Employer's* Common Data Environment.

SSSI and sensitive locations. Further info can be accessed via magic.gov website ---  
[www.natureonthemap.naturalengland.org.uk](http://www.natureonthemap.naturalengland.org.uk)

#### WI700.2 **Pavement**

There may be pavement data within HAPMS surveys. The *Contractor* is to undertake a review of this data and where suitable for later design shall propose to the *Project Manager* to reduce the extent of the surveys, otherwise the full requirements as per Smart Motorway Survey Guide shall be surveyed. This includes;

- Deflectograph surveys based upon based upon availability of Traffic Speed Deflectometer (TSD) data and is less than 3 years old when referenced to the 'scheme design period' (in accordance with MPI 46 '*Pavement surveys and Design Process Best Practice Guide*')
- Visual condition survey (all lanes where possible).
- Ground Penetrating Radar (longitudinal - along all lanes including existing hard shoulder and within central reserve / transverse at pavement edge to identify or confirm absence of a buried concrete haunch).
- Falling Weight Deflectometer (hard shoulder and lane 1)

- Coring and DCP (hard shoulder and lane 1, nominal 150m centre's plus all lanes where defects are identified). Testing of core samples to be undertaken.
- Unbound material samples to a depth of 1m below the underside of the pavements.
- Scheduling and Testing of core samples, as per Survey Guide requirements & MPI 46. Review of these results and further scheduling and testing where an initial testing failure occurred or the results were outside expected norms.

Factual report on pavement surveys including gap analysis (quantum and quality).

WI700.3 The pavement surveys require the following testing to be undertaken;

The *Contractor* is to design the intrusive investigation locations (pavement cores, Dynamic Cone Penetrometer (DCP) and trial pit locations) to gather test results and samples, and is to design the material testing schedule in accordance with HD 29, IAN 122, MPI 46 '*Pavement surveys and Design Process Best Practice Guide*' (Section 4 - Guidance Determine New Survey and Testing Requirements), SMP Survey Guide – Pavement Annex.

The *Contractor* reviews test results to confirm that they are within expected norms. Where during testing a failure occurs or the results were outside expected norms, the *Contractor* shall identify further scheduling and testing on the same cores or ones (adjacent) from a similar locale so as to better define the asset condition/ information. The *Contractor* shall confirm in writing to the *Project Manager* that (by sub-section or scheme) the results are the best practicable to enable future design works in accordance with the above standards and the SMP Design Guide.

The *Contractor* stores and retains the core samples under laboratory conditions until instructed by the *Project Manager* for disposal.

The *Contractor* does not dispose of any pavement cores or non-destructed samples/ layers from pavement cores/ trial pits without the written instruction from the *Project Manager*.

The *Contractor* allows sufficient costs and time to undertake pavement core scheduling, testing, production of the test results and review of the test results to confirm that they are within expected norms.

A gap analysis report will be produced covering the extent of survey, quantum of captured data and quality of the asset condition. The report may include CAD drawings and other

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appropriate data required for the HAPMS database.

WI700.3 **Drainage**

There will be drainage data within HADDMS. The *Contractor* is to undertake a review of this data and where suitable use to develop his survey processes. The *Contractor* is to undertake the full drainage survey requirements in accordance with the SM Survey Guide – Drainage Annex. This includes;

- CCTV Survey of piped network with defect assessment
- GPS laser survey of drainage chambers and its internal pipework connections, enabling the capture of asset data information (both geometric and possible defects) in an accurate, safe and intelligent way, and appropriate processing.
- Survey of non-piped network (surface water channels, filter trenches, grass channels etc.)
- Location and survey / record of drainage ancillaries assets (e.g. penstocks, interceptors, oil separators and pumping stations, etc.).

Factual report on drainage surveys including gap analysis (quantum and quality)

WI700.4 The drainage surveys require the following investigations to be undertaken;

The *Contractor* is to investigate the condition of the drainage networks that embrace the scheme locations, which may extend further than the precise scheme defined boundaries. The drainage network beyond the boundaries should include for the complete drainage 'network' issuing to an outfall. The *Contractor* should define these areas to the *Project Manager* and where these are deemed excessive the *Project Manager* confirms where they will be partially curtailed.

A gap analysis report will be produced covering the extent of survey, quantum of captured data and quality of the asset condition. The report may include CAD drawings and other appropriate data required for the HADDMS database.

WI700.5 **Ducts in structures and cross carriageway ducts**

There is Cross Carriageway Ducts (CCD) data held by the NRTS supplier. The *Contractor* undertakes a review of this data and where suitable use to develop the survey processes. The *Contractor* is to undertake the CCD location survey requirements as per Smart Motorway Survey Guide. This includes;

- Location (GPS), type and capacity of existing cross-carriageway ducts (CCD); and
- Location, type and capacity of existing ducts through structures.
- Factual report on ducting surveys including gap analysis (quantum and quality)

WI700.6 **Geotechnical Ground Investigation**

There may be discrete locations where a Geotechnical Ground Investigation is required. If this is required, this will be instructed in writing by the *Project Manager* as a Compensation Event.

The following indicative scope of works may be required;

- Setting out and surveying of exploratory hole locations.
- Clearance of services using non-intrusive methods for each exploratory location along the route.
- Excavation of hand dug service inspection pits prior to commencement of all boreholes.
- Dynamic sampling boreholes (windowless sampling) to depths of 5 metres below ground level (m bgl) including all sampling and in situ Standard Penetration Tests.
- Laboratory testing of soil samples for physical and chemical parameters.
- Production of a factual report for each motorway intervention.

**WI 725 Performance measurement**

WI725.1 The *Contractor* records performance against each of the indicators in “Collaborative Performance Framework”, “CPF”, and assists the *Employer* in the development of this measurement framework by proposing and developing ways in which improvements can be made to the framework. No changes are implemented unless agreed in writing.

WI725.2 New versions of the CPF may be issued from time to time (which can be found on the *Employer’s* website), and the *Contractor* uses the most recent version as instructed by the *Project Manager*.

WI725.3 The targets to be met by the *Contractor* are a benchmark score of 60% against each indicator.

WI725.4 Interim assessments are made at monthly intervals and are

reported at progress meetings. If the interim assessments indicate that a performance target is not likely to be met, the *Contractor* submits proposals for changes to procedures to the *Project Manager* for acceptance.

WI725.5 Within one month of the *starting date*, the *Contractor* arranges and attends a joint performance measurement workshop with the *Project Manager*. The workshop will determine how performance recording and reporting is to be managed, and consider whether any changes to the performance measurements would improve the achievement of the *Employer's* objectives.

**WI 730**     **Tests and inspections of Plant**

WI730.1     Not Used

**WI 735**     **Tests and inspections of Offsite fabrication**

WI735.1     Not Used

**WI 740**     **Tests and inspections of Installation**

WI740.1     Not Used

**WI 745**     **Tests and inspections of take over**

WI745.1     Not Used

**WI 750**     **Tests and inspections of Defects correction**

WI750.1     The *Contractor* shall agree with the Areas' MSP the specification for reinstatement works arising from intrusive surveys of the existing assets. The *Contractor* shall agree the proposed reinstatement specification in advance of the intrusive surveys being undertaken.

**WI 800**     **Management of the works**

**WI 810**     **Communications**

WI810.1 Provision of cost information

WI810.1.1     A Work Breakdown Structure (WBS) incorporating a cost breakdown structure is prescribed by the *Employer*. The *Contractor* submits financial information in accordance with this WBS. It is intended that the *Contractor* will report Earned Value Management (EVM) performance against a standard Work Breakdown Structure (WBS) specified by the *Employer*.

WI810.1.2     The outline requirements for Cost Capture are identified in "The Cost Estimation Manual" which is available from the

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*Project Manager*. The *Project Manager* instructs the required method. The *Contractor* arranges for his principal Subcontractors to make financial submissions in the same WBS format.

WI810.1.3 Not Used

**WI 811 Provision of electronic documents and data**

WI811.1 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.

WI811.2 For non-electronic exchange of information, the *Contractor* complies with the *Employer's* procedures for safeguarding the transmitted data.

**WI 815 Information security**

WI815.1 The *Contractor* prepares a robust information security plan complying with the *Employer's* security policy and submits it to the *Project Manager* for acceptance. The *Contractor* includes the security plan in its quality management system. The security plan includes procedures which

- ensure compliance with the Data Protection Acts,
- protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
- ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,
- protect IT systems from viruses and similar threats and
- provide for the vetting of its employees and Subcontractors' staff in accordance with the *Employer's* staff vetting procedures.

WI815.2 The *Contractor* provides training for its employees and subcontractors (at any stage of remoteness from the *Employer*) in accordance with the security plan.

WI815.3 The *Employer's* security policy is set out in the documents "Statement of Highways England's IT Security Policy" and Chief Information Officer Memos 01/09, 05/08 and 04/08. The *Employer's* personnel security procedures are set out in Annex G.

WI815.4 On Completion or earlier termination, the *Contractor* gives to

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the *Project Manager* all Personal Data held by it and destroys electronic and paper copies of such data in a secure manner.

## **WI 820**    **Meetings**

### WI820.1    Progress Meetings

WI820.1.1    Following the award of the contract, the *Contractor* convenes and attend monthly progress meetings with the *Project Manager*. The following attendees from the *Contractor* at these meetings are required unless otherwise agreed by the *Project Manager*

- *Contractor's* manager,
- Survey design manager (including location of sampling and scheduling of tests),
- Information or Data (quality, veracity, upload) manager,
- Health and safety coordinator, and
- Support staff deemed necessary for the meeting or as requested by the *Project Manager*.

WI820.1.2    The monthly progress meetings are held at a location to be agreed between the *Contractor* and the *Project Manager*.

WI820.1.3    The *Contractor* prepares the agenda for the monthly progress meeting and forwards it to the *Project Manager* at least four (4) working days prior to the meeting.

WI820.1.4    The *Contractor* prepares and issues minutes of the meeting to the *Project Manager* for approval within five (5) working days of the date of the meeting. The minutes include an abbreviated action list with assigned responsibilities.

WI820.1.5    The *Contractor* prepares and submits to the *Project Manager*, at least two (2) working days in advance of the meeting, a monthly progress report to include the following information:

- Progress report for period covered by meeting,
- Information related to project performance indicators,
- Programme for next reporting period,
- Actual start dates of activities commenced since the previous updates and reasons for any changes from the approved Scheme programme,
- Actual completion dates of activities completed since the previous update and reasons for any changes from the approved Scheme programme,
- The anticipated time for completion, in working days, for

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activities in hand,

- Any change requested by the *Contractor* to the programmed completion date and the reasons for any change,
- Proposals for retrieving of any slippage to the approved Scheme programme,
- Design issues,
- PCF Products,
- Certificate status,
- Confirmation of scheme costs estimate and budget forecast,
- Payment schedule – agreement of compensation events,
- Insurance related issues,
- Subcontractors,
- Quality matters,
- Safety CDM issues, and
- Risk register.

WI820.2 Other Meetings with the *Project Manager*

Throughout the duration of the *works*, the *Contractor* meets with the *Project Manager* to discuss and address;

- Queries relating to the works specification,
- Technical queries raised from surveys

The *Contractor* shall provide a weekly update to the *Project Manager* summarising progress of the works and key issues for the attention of the *Project Manager* and meetings may be requested from the *Project Manager* to discuss progress.

WI820.3 Environmental Coordination Meetings

WI820.4 Technical Working Group Meetings

WI820.5 Consultations with Third Parties

WI820.6 Public Relations and Liaison

*Contractors* will NOT communicate directly with public or press without SMP Communication Manager approval.

WI836 Contract administration management system

WI836.1 The *Employer* will provide a contract administration management system (Contract Event Management and

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Reporting (CEMAR)) for the management of contractual correspondence, documents, drawings and data submissions, and for the storage of all such records.

CEMAR is a web-based application allowing electronic creation, transmittal and tracking of communications and notifications between the parties

WI836.2 The *Contractor* issues all communications required via CEMAR unless the *Project Manager* has suspended use or advised it is not to be used. The *Contractor* ensures that e-mail is not to be used for formal contract correspondence but is acceptable as a means of forwarding correspondence.

WI836.3 The *Employer* will make available licences for the CEMAR which shall be used for NEC contract.

WI836.4 The *Project Manager* will arrange for end user training for ten number of the *Contractor's* staff at the commencement of the system roll out only, with any additional training to be provided by CEMAR at the expense of the *Contractor* and which will not be considered to be a Defined Cost or an increase to the total of the Prices. The *Contractor* notifies the *Project Manager* of the names of *Contractor's* staff to be trained in the use of the system and will make them available for training as agreed with the *Project Manager*.

#### **WI 900 Working with the *Employer* and Others**

WI900.1 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*.

WI900.2 The *Contractor* cooperates with the following organisations:

- Highways England
- MSP and those organisations associated with managing and maintaining Highways England motorway network.
- Smart Motorway Programme
- All other organisations as instructed by the *Project Manager*

#### **WI 905 Sharing the Working Areas with the *Employer* and Others**

WI905.1 The *Contractor* cooperates with and shares the Working Areas with the Areas' MSP:

- Undertaking the survey works will be carried out in a collaborative nature for the benefit of the travelling public where possible

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**WI 910 Co-operation**

WI910.1 The *Contractor* will be responsible for all stakeholder management including daily liaison with MSP Team, RCC, Traffic Officers and Highways England Operations Directorate representative, Emergency Services, Highways England's Customer Contact Centre, SMP Communication Manager and any other key stakeholders

**WI 915 Co-ordination**

WI915.1 The *Contractor* complies with the special requirements of the following Statutory Bodies:

The *Contractor* cooperates with other Statutory Bodies and suppliers in obtaining and providing information which they require in connection delivery of the *works*.

The *Contractor* complies with the special requirements of the following:

- Statutory Bodies:
- Environment Agency
- Local Authorities (e.g. for noise, diversion routes, etc.);
- Network Rail.

The *Contractor* considers joint approaches to Operations Directorate (OD) with schemes in the same region, wherever possible.

The *Contractor* programmes works in a manner that minimises the impact on the customer, working in conjunction with MP and OD.

The *Contractor* pursues practices where design, supply, construction and operational specialists work alongside each other, developing integrated solutions.

The *Contractor* co-locates teams where appropriate and encourages information sharing, communication, concurrent working and a proactive delivery culture.

The *Contractor* shares information; communicates openly with the *Employer*, continuously shares lessons learnt and achievements and enables embedded learning.

**WI 1000 Services and other things to be provided**

1001.1 Collated Asset Data - Requirements

All asset data collected will be compliant with the requirements of the draft CAD/BIM standard (IAN 184/14), SMP - Employers Information Requirements (EIR), Smart

Motorway Programme - Survey Guide (V2 May 2016 with revised Drainage Annex October 2017) and other relevant Highways England database systems. Access to these databases will be provided to the *Contractor*.

The SMP Survey Guide (V2) is located on Highways England's Common Data Environment (CDE), refer WI1016. The *Contractor* will familiarise themselves with the scope of works detailed in the SMP Survey Guide including its Annexes, which can be accessed from the link below:

**<https://smpbim.withbc.com/bc/bc.cgi/d356786/SMP-HEX-GEN-SA02-GU-KK-0001.doc>**

#### 1001.2 Collated Asset Data – Collection and Delivery

The asset data should be collected in electronic format and will be entered by the *Contractor* onto the relevant Highways England Database systems (e.g. HADDMS, HAPMS etc.), or with agreement of the *Project Manager* where requested by the Areas' MSP provided in a suitable format to that MSP.

The asset survey data will be collated in an electronic format (editable by subsequent designers) and should be GPS referenced, complying with IAN 184/14 or subsequent updated IAN.

The *Contractor* will upload all surveyed asset data in to the Smart Motorway Programme's Common Data Environment (CDE) <https://smpbim.withbc.com/>.

The *Contractor* will prepare "gap-analysis" report, including a graphical representation for each survey data set identifying as a minimum where;

- no survey was carried out (and reasons)
- no survey data was obtained (specific locations)
- limited data was obtained due to asset condition
- full survey data was collected.

#### **WI 1005 Items of Equipment for *Employer's* use**

WI1005.1 The *Contractor* provides the following items of Equipment for the *Employer's* use:

None Identified

#### **WI 1015 Plant and Materials made available by *Employer***

WI1015.1 If, at the *starting date*, the *Employer* makes available Plant and Materials for use by the *Contractor* in Providing the Works, the *Contractor* supplies the same quantity and quality

of Plant and Materials to the *Employer* at Completion unless the *Project Manager* agrees otherwise.

None identified.

### **WI 1016 Common Data Environment (CDE)**

WI1016.1 The CDE is hosted on Business Collaborator via <https://smpbim.withbc.com/> and the 'Get Access' button.

Access to the Business Collaborator website will be provided by the *Employer* to the *Contractor* and to individuals from the *Contractor's* supply chain only. The following information will need to be supplied for the nominated individuals:

- Full Name.
- Email address.
- Role / responsibility.

### **WI 1100 Health and safety**

#### **WI 1105 Health & Safety requirements**

WI1105.1 Not Used

WI1105.2 The *Contractor* complies with *Employer's* Interim Advice Note 128/15AR Highways England Supply Chain Health and Safety Incident Reporting ("**IAN 128**") or its later update or replacement, including any time periods required by IAN 128. If no time period is specified in IAN 128 the *period for reply* applies unless agreed otherwise by the *Project Manager*.

WI1105.3 If any incident occurs that the *Contractor* considers is not within the remit of IAN 128 then the *Contractor*

- notifies the *Project Manager* of the incident; and
- reports the incident as if the incident was in the remit of IAN 128, if required by the *Project Manager*.

WI1105.4 Any document that would otherwise fall to be disclosed by the *Contractor* to the *Employer* may be withheld by the *Contractor* provided that the *Contractor's* legal advisor confirms to the *Project Manager* that the document is

- a confidential communication between the *Contractor* and its legal advisor for the purposes of seeking or giving legal advice that the legal advisors would normally expect to be given legal privilege in the normal course of its business with the *Contractor*; or
- a confidential communication between the *Contractor* or its legal advisers and third party where the communication

- 
- came into existence with the dominant purpose of being used in connection with contemplated, pending or actual litigation in adversarial proceedings (as opposed to investigations or fact finding inquiries).
- WI1105.5 In addition to any requirements in the IAN 128, the *Contractor* reports to the *Project Manager* within 3 hours, details of any serious incidents involving any person injured or killed in connection with the *works* on the Site.
- WI1105.6 The *Contractor* reports such incidents through Highways England's Accident and Incident Reporting System.
- WI1105.7 The *Contractor* issues the information in the health and safety file to the *Project Manager* at Completion.
- WI1105.8 The *Contractor* operates an occupational health management system in line with the requirements of the Health and Safety Executive's construction occupational health management model.
- WI1105.9 Before commencing the construction phase of the *works*, the *Contractor* provides a construction phase plan to the *Project Manager* for acceptance. Reasons for rejecting the construction phase plan are that it does not meet the requirements or obligations of
- this contract or
  - the Construction (Design and Management) Regulations 2015 (CDM 2015).
- WI1105.10 The *Contractor* amends the construction phase plan in response to any comments from the *Project Manager* and resubmits it for acceptance by the *Employer*, via the *Project Manager*. The *Contractor* complies with the construction phase plan once it has been accepted.
- WI1105.11 The *Employer*, via the *Project Manager*, notifies the *Contractor* when the construction phase plan is approved and gives consent to commencement of *works*.
- WI1105.12 The *Contractor* confirms to the *Project Manager* that adequate welfare facilities are in place prior to commencement.
- WI1105.13 The *Contractor* and the *Employer* notify each other of any known special health and safety hazards which may affect the performance of the *works*. The *Contractor* informs and instructs people employed by him on the hazards and any necessary associated safety measures.

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**WI 1115**    **Legal Requirements**

- WI1115.1    The *Employer* appoints the *Contractor* to act as Principal Contractor and Principal Designer for the purposes of the Construction (Design and Management) Regulations 2015.
  
- WI1115.2    The *Contractor* provides information to the *Project Manager* to demonstrate that individuals (who may be from the *Contractor's* supply chain) proposed for appointment to carry out the duties of the principal designer meet the criteria in the Health and Safety Executive's "Managing Health and Safety In Construction, Construction (Design and Management) Regulations 2015, Guidance on Regulations L153 published 2015".

**WI 1120**    **Inspections**

- WI1120.1    The nature of the survey works requires inspection of the existing assets on Highways England Motorway network. The works associated with the surveys are detailed in this document.

**WI 1130**    **Employer's Health and Safety Requirements**

- WI1130.1    The *Contractor* embraces and contributes to *Employer's* Aiming for Zero initiative.
  
- WI1130.2    The *Contractor* complies with the *Employer's* rules, regulations, health and safety policies and any safety and security instructions notified to the *Contractor*.
  
- WI1130.3    The *Contractor* complies with the minimum requirements specified in *Employer's* 'raising the bar' guidance.

**WI 1200**    **Subcontracting**

**WI 1205**    **Restrictions of requirements for subcontracting**

- WI1205.1    The *Contractor* obtains a minimum of 3 competitive quotations for the appointment of any Subcontractor or supplier for the *works* with a value in excess of £1,000,000.
  
- WI 1205.2    Structural Steelwork
  - WI1205.2.1    All structural steelwork including the fabrication and erection of new steelwork and the dismantling, modification, fabrication, refurbishment and re-erection of existing steelwork for bridgeworks, footbridges, sign gantries and other similar structures is to be undertaken by a steelwork contractor listed in the "Bridgeworks Scheme of the Register of Qualified Steelwork Contractors" (or equivalent) for the

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type and value of the work to be undertaken. This requirement may also be satisfied, if necessary, by registration and audit under an approved equivalent registration scheme from another member state of the European Union provided the scheme ensures corresponding levels of safety, suitability and fitness for purpose.

WI1205.2.2 Enquiries about the Register of Qualified Steelwork Contractors should be made to:

The Register of Qualified Steelwork Contractors  
4 Whitehall Court  
London  
SW1A 2ES

**WI 1210**    **Acceptance procedures**

None identified.

**WI 1300**    **Title**

**WI 1305**    **Marking**

WI1305.1    The following Equipment, Plant and Materials will be treated as material stored outside of Working Areas for the purposes of administration of the contract:

None identified.

WI1305.2    To prepare Equipment, Plant and Materials which are outside the Working Areas, for marking by the *Supervisor*, the *Contractor*

- marks the Equipment, Plant and Materials in the location they are stored so as to show that their destination is the Working Areas and that they are the property of the *Employer* and
- provides to the *Supervisor*
  - evidence that the title to the Equipment, Plant and Materials has passed to the *Contractor* and
  - a schedule identifying the location they will be stored in until they are brought to the Working Areas and giving the value of each item of Equipment, Plant and Materials stored.

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**WI 1400** **Acceptance or procurement procedure** (Options C, D, E and F)

WI Procurement of a Relevant Subcontract  
1400.1

WI1410.1.1 In this WI1410.1

- **Relevant Subcontract** is a subcontract for the supply (whether or not including fabrication, delivery or installation) of any significant steel materials, steel related products or steel related elements (excluding Equipment and fixings) that are
  - used to Provide the Works or
  - incorporated or left in the *works*which the *Contractor* has not already awarded before the Contract Date.
- **Relevant Subcontractor** is a subcontractor appointed under a Relevant Subcontract.

WI1410.1.2 The *Contractor* advertises any Relevant Subcontract in accordance with Procurement Policy Note 11/16 “Procuring Steel in Major Projects – Revised Guidance” unless the *Project Manager* agrees that to do so would be disproportionate to the nature and value of the Relevant Subcontract.

WI1410.1.3 Before advertising any proposed Relevant Subcontract, the *Contractor* submits to the *Project Manager* for acceptance

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

WI1410.1.4 A reason for the *Project Manager* not accepting the proposed Relevant Subcontract is that it does not meet the obligations and requirements of this contract.

WI1410.1.5 The *Contractor* submits to the *Project Manager* for acceptance the name of the proposed Relevant Subcontractor and a report demonstrating

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

- WI1410.1.6 Reasons for the *Project Manager* not accepting the proposed appointment of a Relevant Subcontractor are that
- the tender assessment does not comply with the accepted assessment methodology or scoring methodology,
  - the tender assessment does not demonstrate how the Relevant Subcontractor meets the assessment criteria,
  - the Relevant Subcontractor's appointment will not allow the *Contractor* to Provide the Works or
  - the Relevant Subcontractor's appointment will not comply with this contract.
- WI1410.1.7 The *Contractor* awards any Relevant Subcontract on the basis of the most economically advantageous tender (as defined in the Public Contracts Regulations 2015) following a fair, transparent and competitive process proportionate to the nature and value of the Relevant Subcontract. The *Contractor* conducts the financial assessment of any Relevant Subcontract tenders on a whole life cost basis.
- WI1410.1.8 In procuring all Relevant Subcontracts, the *Contractor* takes into account
- compliance by the Relevant Subcontractor with
  - health and safety legislation and the protection of any staff involved in any production or manufacturing process of any steel material or steel product,
  - welfare legislation or
  - employment legislation,
  - the carbon footprint of any steel materials or steel products used in or to Provide the Works so as to minimize any carbon emissions,
  - the social integration of disadvantaged workers or members of vulnerable groups among the staff performing the contract and used to Provide the Works, such as the long-term unemployed (defined as people who have been unemployed for 12 months or more),
  - the Relevant Subcontractor's commitment to provide training in the skills needed
    - to perform any Relevant Subcontract or
    - to Provide the Works,such as the hiring of apprentices and
  - the whole life cost and cost-effectiveness of any steel

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materials or steel products used in or to Provide the Works, including the cost (measured over the life-cycle of the material or product in question) of

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

**WI 1500** **Accounts and Records** (Options C, D, E and F)

**WI 1505** **Cost verification**

WI1505.1 The *Contractor* allows the *Employer* (or a forensic cost verification consultant engaged by the *Employer*) to remove data relating to the assessment of Defined Cost (including Personal Data) from the Working Areas for the purpose of verifying the Defined Cost incurred.

WI1505.2 The *Employer* ensures that data removed from the Working Areas for verification is adequately protected against the risk of accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure.

WI1505.3 The *Contractor* obtains agreement from the data subject for the removal of Personal Data from the Working Areas for verification.

**WI 1600** **Parent Company Guarantee**

Annex A

**WI 1700** **Performance bond**

Not Used

**WI 1800** **Advanced payment bond**

Not Used

**WI 1900** **Low performance damages**

Not Used

**WI 2000** **Employer's work specifications and drawings**

**WI 2005** **Employer's work specification**

WI2005.1 The work specification is contained in the documents detailed below. This shall apply to all activities within the Motorway and All-Purpose Trunk Road network.

**Specification**

- The specification referred to in this Works Information is the 'Specification for Highway Works' (SHW) current at the Contract Date, published by TSO (formerly HMSO) as Volume 1 of the Manual of Contract Documents for Highway Works, as modified and extended by the following:
  - (i) Appendix 0/1: Contract-specific additional, substitute and cancelled clauses, tables and figures,
  - (ii) Appendix 0/2: Contract-specific minor alterations to existing clauses, tables and figures,
  - (iii) The numbered appendices listed in Appendix 0/3.

At the time of a 'Request for Quotation' there are amendments required for Appendix 0/1 or 0/2 relating to the survey works, but depending upon the reinstatements required some Interim Advice Notes current at the Contract Date may be applicable and the *Contractor* shall advise the *Project Manager* if these are applicable. At the time of a 'Request for Quotation' there are no additional appendices to be listed in Appendix 0/3 relating to the survey works,

- Insofar as any of the numbered appendices may conflict or be inconsistent with any provision of the specification for highway works the numbered appendices will always prevail.
- Any reference in the contract to a clause number or appendix within the Specification for Highway Works shall be deemed to refer to the corresponding substitute clause number or appendix listed in Appendix 0/1 or 0/2.
- Where a clause is altered any original table/figure referred to in the clause shall apply unless the table/figure is also altered. Where a table/figure is altered any reference in a clause to the original table/figure shall apply to the altered table/figure.
- Where a clause in the specification relates to work goods or materials which are not required for the *works* it shall

be deemed not to apply.

- Any appendix referred to in the specification which is not used shall be deemed not to apply.

WI2005.2 **Survey Specification**

The survey specification shall be in accordance with processes defined in WI700 (tests and inspections) and WI1001. Collated Asset Data (Requirements / Collection and Delivery).

**WI 2010 Drawings**

WI2010.1 **No drawings are listed in Appendix 0/4 of the specification** – the extent of site works is specified in the Site / Working Areas information. All works to be confirmed with the *Project Manager* or *Supervisor* during the planning / programming phase.

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**Annex A – Form of Parent Company Guarantee**

DATED [●]

**HIGHWAYS ENGLAND COMPANY LIMITED**

as Employer

**[●]**  
as Guarantor

**PARENT COMPANY GUARANTEE**

relating to a project at  
[●]

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**DATED [●]**

**PARTIES**

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** a company incorporated in and in accordance with the laws of England having as its registered number 09346363 of Bridge House, 1 Walnut Tree Close, Guildford, Surrey, England, GU1 4LZ ("the Employer") [●] (company no [●]) whose registered office is at [●] (the "**Guarantor**")

**BACKGROUND**

- (A) By the Contract, the Employer has employed the Contractor to carry out and complete the Works.
- (B) The Guarantor is the ultimate parent company of the Contractor.
- (C) The Guarantor has agreed to guarantee the due performance by the Contractor of his obligations under the Contract in the manner set out in this deed.

**OPERATIVE PROVISIONS**

1 Definitions and interpretation

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

"**Contract**" means the contract dated [●] between the Employer (1) and the Contractor (2) whereby the Contractor has undertaken to carry out and complete the Works.

"**Contractor**" means [●] (company no [●]) whose registered office is at [●].

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

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

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**“Works”** means the [design and] construction of [●] as more particularly described in the Contract.

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

## 2 Guarantee

- 2.1 In consideration of the Employer agreeing to enter into the Contract with the Contractor, the Guarantor irrevocably and unconditionally guarantees and undertakes to the Employer that:
- a) the Contractor will perform and observe all his obligations under the Contract on the days and at the times and in the manner provided in the Contract; and
  - b) in the event of any breach of such obligations by the Contractor, the Guarantor shall procure that the Contractor makes good the breach or shall otherwise cause it to be made good and shall indemnify and hold harmless the Employer against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the Employer arising from or in connection with it.
- 2.2 The Guarantor shall also indemnify and hold harmless the Employer against:
- a) any and all costs, losses and expenses (including legal expenses) which may be suffered or incurred by the Employer in seeking to enforce and enforcing (i) this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and
  - b) any loss or liability suffered or incurred by the Employer if any of the obligations of the Contractor under the Contract is or becomes illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable.
- 2.3 Except in the case of an action under clause 2.2 or clause 5, any limitation or defence which would have been available to the Contractor in an action under the Contract shall likewise be available to the Guarantor in a corresponding action under this deed.

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### 3 Guarantor's liability

- 3.1 The obligations of the Guarantor under this deed shall be in addition to and shall be independent of any other security which the Employer may at any time hold in respect of the Contractor's obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.
- 3.2 The obligations of the Guarantor under this deed shall be in addition to and shall not be in substitution for any rights or remedies that the Employer may have against the Contractor under the Contract or at law.
- 3.3 The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:
- a) an Insolvency Event;
  - b) any change in the constitution, status, function, control or ownership of the Contractor or any legal limitation, disability or incapacity relating to the Contractor or any other person;
  - c) the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
  - d) any time given, waiver, forbearance, compromise or other indulgence shown by the Employer to the Contractor;
  - e) the assertion or failure to assert or delay in asserting any rights or remedies of the Employer or the pursuit of any right or remedy of the Employer;
  - f) the giving by the Contractor of any security or the release, modification or exchange of any such security or the liability of any person; or
  - g) any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor,

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

### 4 Variations to the Contract

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

### 5 Liquidation of Contractor/termination of contract

The Guarantor covenants with the Employer that:

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

## 6 Waiver

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

## 7 Rights of Guarantor against Contractor

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

## 8 Continuing guarantee

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

## 9 Third party rights

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

## 10 Notices

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

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**11** Governing law

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

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

**EXECUTION PAGE**

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

Director

Director/Secretary

**OR**

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

**Director**

Name of witness:  
Signature of witness:  
Address:

Occupation:

**Annex B – Deed of Novation**

**FORM OF DEED OF NOVATION**

**DATED** \_\_\_\_\_ **20**

[ Employer ]

and

[ Contractor ]

and

[ Replacement Employer ]

\_\_\_\_\_  
**DEED OF NOVATION**  
Relating to [ ]  
\_\_\_\_\_

**THIS DEED** is made on

**BETWEEN:**

- (1) [ **Employer** ](the “**Employer**”); and
  - (2) [ **Contractor** ] (the “**Contractor**”); and
  - (3) [ **Replacement Employer** ] (the “**Replacement Employer**”),
- (together “**the Parties**”)

**RECITALS:**

- (A) This Deed of Novation is supplemental to an agreement dated [ ] made between the Employer and the Contractor pursuant to which the Contractor was engaged to [ ] (“**the Project**”) (“**the Contract**”), which expression shall include any subsequent amendments or variations to the Contract as permitted by and in accordance with the terms of the Contract,.
- (B) [*insert recitals explaining the background to the novation*]
- (C) The Parties have agreed to the novation of the Contract in accordance with the terms of this Deed.

**NOW THIS DEED WITNESSES** and the parties agree as follows:

1 EFFECTIVE DATE

Notwithstanding the date of this Deed, this Deed shall take effect from [ ] (the “**Transfer Date**”) or other such date notified to the Employer and the Contractor by the Replacement Employer as being the Transfer Date.

2 RELEASE OF EMPLOYER

The Employer shall no longer owe any duty or obligation to the Contractor in respect of the Contract.

3 RELEASE OF CONTRACTOR

The Contractor shall no longer owe any duty or obligation to the Employer in respect of the Contract.

4 BINDING OF CONTRACTOR TO THE REPLACEMENT EMPLOYER

4.1 The Contractor binds himself to the Replacement Employer under the Contract as if the Replacement Employer was, and always had been, named in the Contract in place of the Employer.

4.2 The Contractor undertakes and warrants to the Replacement Employer that it has carried out, and will carry out, its duties and obligations under and in accordance with the Contract.

4.3 The Replacement Employer shall not be prevented from recovering any losses incurred by the Replacement Employer that result from any breach of this clause **Error! Reference source not found.** because:

- (a) the acts or omissions causing that breach occurred before this deed took effect; or
- (b) the Employer will not incur, has not or would not have incurred those losses.

5 BINDING OF REPLACEMENT EMPLOYER TO CONTRACTOR

The Replacement Employer binds itself to the Contractor under the Contract as if the Replacement Employer were, and always had been, named in the Contract in place of the Employer.

6 VESTING OF REMEDIES IN REPLACEMENT EMPLOYER

All rights of action and remedies vested in the Employer against the Contractor in respect of the Contract shall vest in the Replacement Employer from the date of this deed.

7 VESTING OF REMEDIES AGAINST REPLACEMENT EMPLOYER

All rights of action and remedies vested in the Contractor against the Employer in respect of the Contract shall lie against the Replacement Employer from the date of this deed.

8 AMOUNTS DUE AND CLAIMS UNDER THE CONTRACT

The Contractor acknowledges and confirms that:

- (a) all amounts due to the Contractor under the Contract to the date of this deed have been paid in full by the Employer save for the amount (if any) which the Employer is entitled to retain by retention under the terms of the Contract;

- (b) that there are no outstanding claims between the Contractor and the Employer whether previously raised by the Contractor or not; and
- (c) that all entitlements under the Contract to any Compensation Event have been fully and finally resolved prior to the date of this Deed.

9 WARRANTIES OF THE ORIGINAL EMPLOYER

The Employer hereby covenants with the Replacement Employer that:

- (a) it has fully and promptly performed all of its obligations under the Contract including, without limitation, the certification and payment of all sums due up to and including on the date of this Deed; and
- (b) it shall pay to the Replacement Employer within 2 working days of the date of this Deed the full amount of any sum retained or which should have retained by way of retention (if any) in accordance with the terms of the Contract.

10 CONTRACT TO REMAIN IN FORCE

Subject to the terms of this Deed the Contract shall remain in full force and effect.

11 LAW AND JURISDICTION

- 11.1 Any dispute or difference arising in connection with or under the Contract or this Deed shall be determined in accordance with the provisions of the Contract.
- 11.2 The construction, validity and performance of the Contract and this Deed shall be governed by English Law and the parties hereby submit, subject to the terms of the Contract, to the exclusive jurisdiction of the English Courts.

12 LIMITATION PERIOD

Notwithstanding the execution of this Deed as a deed, the limitation periods applicable under this Deed shall be the same as were applicable under the Contract immediately prior to the date of this Agreement.

13 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Deed is not intended to confer any rights on any third party pursuant to The Contracts (Rights of Third Parties) Act 1999.

**IN WITNESS** whereof this Deed has been executed by or on behalf of the parties  
and delivered the day and year first above written:

**[Insert Appropriate execution blocks for execution by deed of each of the  
parties to the Agreement]**

**Annex C – Declaration of Interest**

**Official-Sensitive  
(only when not a nil return)**

**Highways England Company Limited Declaration of Interest Form  
(for use by individuals with non-employment contract status)**

**Purpose**

- This form asks you to provide information in respect of actual, potential or perceived conflicts of interest in line with the Public Contracts Regulations 2015, the Concession Contract Regulations 2016 and Highway England’s own policies including in regard to procurement and transparency.
- The fact that you have an actual, potential or perceived conflict of interest is not necessarily a barrier to your involvement in a particular decision. The nature of action taken, when handling conflicts of interest, will depend on a number of factors which will be considered by Highways England and the decision of Highways England will be final.

<b>1. Personal details (for Highways England and statutory records, please advise any subsequent changes)</b>	
a) Role/service provided	
b) Present surname and any former surname(s)	
c) Present forename(s) and any former forename(s)	
d) Phone Numbers a) landline b) mobile (Highways England restricted use only)	
e) Date form completed	
<b>2. Directorships</b>	
Are you a director or a "shadow director" <sup>1</sup> of any company? YES/NO	If YES, please provide the names of the companies, business sector, and date you became a director.

<sup>1</sup> "shadow director " means a person in accordance with whose instructions the directors of the company are accustomed to act. If you are a director or a shadow director of a company and, as a consequence are also a director or shadow director of several subsidiaries, a general description of the subsidiaries will suffice.

<b>3. Other business interests</b>	
Are you a partner, employee or a consultant (paid or otherwise) in any business? YES/NO	If YES state the names and give the nature of the businesses where this is not indicated in the title and the nature and start date of your involvement with each partnership, employment or consultancy.
Have you held any fiduciary office or position of trust (paid or otherwise) in the last 10 years? YES/NO Include public and any political offices.	If YES please give details and if you no longer hold the position, describe the circumstances in which you ceased to do so.
Do you have a direct shareholding in any company in the sector in which Highways England operates? YES/NO	I hold the following shares/I do not hold any shares in the sector in which Highways England operates.
<b>4. Voluntary work</b>	
Are you involved in or a member of any professional bodies, charities, special interest or political groups in the sector which Highways England operates? YES/NO.	If YES provide details.
<b>5. Other</b>	
Are there any other matters which you, or a reasonable member of the public might perceive that Highways England should be aware of which might impact on your role as a consultant to Highways England or the reputation of Highways England? YES/NO	If YES provide details.

<p>Are there any matters or relevant interests, (including significant interests of close members<sup>2</sup> of your family) which might influence your judgement, deliberation or action in providing services to/your role in Highways England or be perceived by a reasonable member of the public as doing so? YES/NO</p> <p>Please include information on any directorships and business interests in respect of close members of your family in respect of the sphere in which Highways England operates.</p>	<p>If YES provide details.</p>
<p><b>6. Connected persons</b></p>	
<p>Please confirm (in the box to the right) that, in relation to the questions contained in sections 3, 4, 6, above, no additional information would need disclosure in relation to any connected person.</p>	<p>I confirm that no additional information requires disclosure.</p> <p>I have provided additional information above.</p>

**Declaration**

1. I declare that to the best of my knowledge and belief (having taken all reasonable care to ensure that such is the case) the answers to all of the above questions are true and not misleading.
2. I shall not communicate to any person, firm, company or other legal entity other than Highways England employees or consultants engaged by or on behalf of Highways England in connection with the same matter any commercially sensitive or confidential information in connection with my work at Highways England (unless Highways England grants permission in writing to share commercially sensitive or confidential information with such person, firm, company or other legal entity).
3. During and for a period of 12 months following the expiry of my appointment to work for Highways England, I shall not seek to obtain any commercial advantage for myself, my employer or any connected persons, or personal advantage, from my work at Highways England.
4. During and for a period of 12 months following the expiry of my appointment to work for Highways England, I shall not assist my employer, any organisation connected with my employer, or any other organisation or

<sup>2</sup> Close members means a) an individual's domestic partner and children b) children of an individual's domestic partner c) dependents of an individual or an independents domestic partner, d) parents and in-laws, and e) siblings.

person in tendering for any contract opportunity with Highways England that I have worked on in my capacity as a consultant to Highways England.

5. I shall not pay, give, receive or offer to pay, give, receive any sum of money or other consideration directly or indirectly to any person whatsoever for any act described in paragraphs 2, 3 and 4 above. If any offer is made to me to breach this declaration, I shall report it immediately to Highways England.
6. All documentation that I have access to in my role as a consultant to Highways England shall be made available to Highways England to form part of any relevant tender information pack. Any information that may give me, my employer or a third party any advantage in a tender process shall be returned to Highways England.
7. I understand that I may only be involved in the evaluation of a tender for Highways England where expressly sanctioned in writing by Highways England. I understand that I will not be involved in the process for agreeing any extension to my contract or the contract of any consultant who shares with me the same employer.
8. I understand that I am not to be involved in looking at the route to market for any contract, project or task for which I or my employer may wish to tender and not to be involved in the assessment of resources being proposed for such contract, project or task. I agree to remove myself from any discussions relating to the procurement route for any contract, project or task for which I or my employer may wish to tender and I agree not to discuss these matters with my employer or with the team responsible for managing the contract, project or task in my firm
9. Should any of the information on this declaration change or should I become aware of a potential, perceived or actual conflict of interest I will immediately contact Highways England to inform them and will take all reasonable steps to mitigate or remove the potential, perceived or actual conflict of interest.
10. I understand that if I do not comply with the statements in this declaration I may prejudice my employers ability to participate in tendering for contract opportunities with Highways England, I may have my contract with Highways England terminated and could face legal action.
11. I confirm that I have read and understood the requirements related to conflicts of interest in the contract between my employer and Highways England for the provision of the services.

Signed by the Consultant	
Date	

Acknowledged by the employer	
Date	

**For Highways England’s use only** - Only applicable when involved in the tendering process

Acceptance/ Non-acceptance

I have considered the impact on the assessment and the risks to the Highways England objectives.

I am willing to accept this supplier for this assessment as a result of this consideration.

I am not willing to accept this supplier for this assessment as a result of this consideration.

Please record reasoning for decision:

**Signed:** .....

**Name in Block Capitals:** .....

**Post and Grade:** <sup>3</sup> .....

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<sup>3</sup> This section of the agreement must be countersigned by PB8 SCD, or if one not available a PB8 PLT Member.

## **Annex D – Continual Improvement**

The *Contractor* is required to achieve the following requirements

### ***Purpose and Scope***

Continual improvement does not relate to improvements necessary for the *Contractor* to achieve contract compliance, although it is recognised that a similar process may be used to correct any such non-compliance.

Continual improvement comprises four parts:

- Outcome requirements
- Strategic objectives
- The method
- Performance measurement

### ***Outcome Requirements***

The primary outcome from using continual improvement is the generation and realisation of reductions in the cost of Providing the Works for the benefit of both the *Employer* and the *Contractor*.

An additional outcome is the improvement of quality in of the *works*, at no additional cost to the *Employer*.

### ***Strategic Objectives***

The following strategic objectives in support of the above outcome are to be delivered by the *Contractor*.

- Engagement of the *Contractor's* executive leadership to ensure these continual improvement requirements are fulfilled
- Proactive management and engagement of the *Contractor's* supply chain in support of reductions in the cost of Providing the Works enabled by a reduction in the cost to the *Employer*
- A systematic and prioritised approach to the improvement of all of the Processes and Sub-Processes included in the *Contractor's* quality plan
- The identification of improvement opportunities that primarily have the potential to generate reductions in the cost of Providing the Works
- Realisation of the reduction in the cost of Providing the Works by a measurable reduction in the Price for Work Done to Date
- Realisation of other benefits that result in an improvement to the quality of the *works*, at no additional cost to the *Employer*

### ***The Method***

The *Contractor* is required to execute the following method, although it is accepted that it may adopt, at its own discretion, additional methods to deliver the above outcome requirements and strategic objectives.

Lean is a method of delivering the above outcome requirements and strategic objectives, and is a way of doing more with less. It produces what a customer wants,

when it is required, with a minimum of waste, and to a high level quality. Lean works through a relentless elimination of waste and reduction of variation.

The *Contractor* uses Lean tools to systematically address, in a planned sequence, the Processes and Sub-Processes in its quality plan in order to identify customer requirements, establish and optimise the execution of value adding activity, identify and minimise non-value adding activity, and eliminate waste.

The execution of continual improvement forms part of the role and accountability of the executive process owner.

The *Contractor* shall:

#### DEPLOY A STRATEGIC USE OF LEAN

- Adopt Lean principles as part of formal strategic plans for the *Contractor's* business
- Employ formal Processes for determining customer/client value

#### ENSURE LEAN LEADERSHIP

- Ensure senior leaders and management within the *Contractor's* organisation enthusiastically embrace the concept of Lean and support a transformation to a Lean culture in the organisation

#### DELIVER CUSTOMER VALUE

- Ensure value streams of all stakeholder processes have been mapped and value adding activities are identified and optimised
- Ensure critical interactions and interdependences are identified
- Ensure opportunities for minimising non value adding activity and eliminating waste are identified and realised

#### ADOPT LEAN STRUCTURE AND BEHAVIOUR

- Revise policies and procedures to promote, encourage and support Lean behaviour
- Delegate decision making to lowest practical level, with appropriate training
- Encourage prudent risk taking
- Implement a comprehensive programme of innovation/improvement initiatives and measure their impact

#### ENSURE PROCESS FLOW

- Design Processes along value streams encouraging customer/client pull with minimum waste
- Minimise travel distance or time delay
- Ensure continuous flow through all value streams
- Ensure demand is aligned to customer pull in order to provide a balanced workload with minimum stock levels

#### CREATE STANDARD WORK PRACTICES

- Standardise Processes across sites and departments

- Standardise tools and systems used throughout the *Contractor's* organisation

#### ENSURE PROCESS CONTROL AND QUALITY

- Reduce Process variation throughout the *Contractor* organisation
- Analyse the root cause of defects and nonconformities, implement corrective action and update Processes with lessons learned
- Ensure all Processes include mistake proofing with preventative measures maintaining optimal Process conditions
- Delegate authority for quality to lowest practical level minimising secondary inspection

#### ENSURE PLANNING DESIGN AND CONSTRUCTION TAKES ACCOUNT OF CUSTOMER/CLIENT REQUIREMENT

- Continually evaluate customer/client needs with formal feedback
- Ensure customer/client is represented on integrated product/project teams
- Integrate planning/design/construction teams
- Identify and quantify priorities of downstream stakeholders
- Ensure services to sites designed to be in line with demand usage to minimise inventory

#### DEPLOY EFFECTIVE EQUIPMENT MAINTENANCE

- Ensure equipment is in a condition to contribute to quality and provide a high level of availability. Keep records of defects to target proactive maintenance
- Ensure employees have full ownership and care for processes and maintain Process performance
- Evaluate repair/maintenance schedules in line with available capacity and ensure risk contingency

#### MAINTAIN EFFECTIVE SUPPORTING INFRASTRUCTURE

- Ensure financial/measurement system supports Lean transformation and is readily accessible to stakeholders
- Ensure information systems are easily accessible and compatible with stakeholder communications and analysis needs
- Ensure personnel practices make suitable skills available
- Ensure education and training programmes support the needs of the enterprise transformation plan
- Make resources and support available to employees to contribute to Lean improvement
- Develop supply chain small enough to be effectively managed
- Define develop and integrate supplier network to ensure efficient creation of value for enterprise stakeholders

In carrying out the above process the *Contractor* shall assist and enable its supply chain in the adoption of Lean methodologies and approaches, and engaging in lean improvement projects.

***Performance Measurement***

The *Contractor* shall record and measure the benefits realised from the execution of continual improvement process in accordance with the *Employer's* Lean Benefits Realisation Guide.

The *Contractor* shall:

- Capture and record the reductions in cost
- Capture and record any other benefits
- Ensure results are recorded showing general details about the improvement, planned/targeted benefits, and actual/realised benefits with supporting calculations
- Review and report on performance on a monthly basis

The *Contractor* shall adjust its delivery of continual improvement process based on lessons learned from the measurement of its performance.

**The Contractor measures their adoption of a continual improvement culture using the Employer's Lean Maturity Assessment Toolkit**

(<http://www.highways.gov.uk/publications/lean-Halmat>)

## **Annex E - Inclusion Action Plan**

### **Guidance for Suppliers**

Highways England believes that in order to achieve its vision of being **the world's leading road operator** it must better understand the different needs of our large and diverse customer base and factor these needs in to the design and delivery of service. We also believe that to achieve outstanding performance we must attract, recruit, develop and retain talented people from all groups within the active labour force and then work to ensure an inclusive environment in which all can thrive. Highways England expects our suppliers to share the same values in terms of Diversity and Equality as well as supporting our wider vision.

The Inclusion Action Plan covers the key areas of Equality and Diversity, and Skills/Apprenticeships.

The Action Plan should be accompanied by some contextual information including reference to your key relevant policies. The Action Plan should relate specifically to the [contract/project] you are contracted for. Key relevant policy documents such as the equality and diversity policy (or equivalent) can be appended.

All relevant information for the submission is to be included and the total Action Plan should not exceed 20 pages with the exception of any appendices. Any appendices should only include relevant policies as any other information will not be considered.

### **Suggested Action Plan Structure**

- 'Inclusion' objectives – what are you seeking to achieve
- Current position/Baseline - what does your baseline data say about where you are (this should provide some guidance as to the additional actions to be taken or actions to be dis/continued. The Equality Act's protected characteristic groups are: age, disability, gender, gender reassignment, pregnancy and maternity, race, religion/ belief and sexual orientation
- Action/task – what are you going to do towards meeting your objectives
- When this will happen – when will you take the action specified above
- Person responsible – who will be responsible for this action
- Resource - you may also want to consider the resources needed to take action over and above the responsible officer
- Measure of success (outcome/KPI's) – what will success look like

The areas covered below are objective areas that Highways England would, as a minimum, expect suppliers to have considered and included. Additional objectives can be added to those already included below. Any additional objectives will vary depending on the situation of the company and in relation to the specific contract/project concerned.

<b>Inclusion Action Plan</b>							
	<b>Inclusion objective</b>	<b>Current position/baseline</b>	<b>Action/ task</b>	<b>When</b>	<b>Person responsible</b>	<b>Measure of success (MoS) and progress update</b>	<b>Score</b>
<b>1.0</b>	<b>Employment Section – General</b>						
1.1	Create an environment in which everyone has an equal opportunity to contribute and develop						
1.2	Create an environment in which policies, procedures and behaviours that inhibit fairness or prevent inclusion are changed						
1.3	Ensure Leadership and Governance established on contract to achieve plan objectives						
<b>2.0</b>	<b>Employment Section - Workforce</b>						
2.1	Workforce diversity - Establish baseline for workforce composition						
2.2	Ensure that all staff are aware of and contribute to the contract's Equality and Diversity requirements						
2.3	Ensure all relevant staff have undertaken diversity training						

<b>Inclusion Action Plan</b>							
	<b>Inclusion objective</b>	<b>Current position/baseline</b>	<b>Action/ task</b>	<b>When</b>	<b>Person responsible</b>	<b>Measure of success (MoS) and progress update</b>	<b>Score</b>
2.4	Take reasonable steps to attract, recruit and develop a workforce that is balanced in terms of groups with 'protected characteristics' at all levels within the organisation.						
2.5	Seek ways to support the creation of apprenticeships, internships, work pairings, and college training places giving consideration to using these opportunities to encourage under represented.						
<b>3.0</b>	<b>Employment Section - Supply Chain</b>						
3.1	Ensure supply chain recruitment policies and practices are free from discriminatory practices.						
3.2	Demonstrate due consideration has been given to the use of SMEs and Supported Businesses within the supply chain for this contract.						
<b>4.0</b>	<b>Service Delivery Section - General</b>						
4.1	Take reasonable steps to deliver products and services that our customers can access and that take account of their diverse needs						

<b>Inclusion Action Plan</b>							
	<b>Inclusion objective</b>	<b>Current position/baseline</b>	<b>Action/ task</b>	<b>When</b>	<b>Person responsible</b>	<b>Measure of success (MoS) and progress update</b>	<b>Score</b>
<b>5.0</b>	<b>Service Delivery Section - Communities</b>						
5.1	Seek ways to support the creation of workplace training places giving consideration to using these opportunities to encourage under the represented.						
5.2	Where the delivery of a scheme may be perceived to have an impact on local communities we will seek to minimise and mitigate any negative impact.						
5.3	Ensure that communications activities to all stakeholders are appropriate to address Equality and Diversity, and Skills/Apprenticeship issues						

## Measures of Success and KPIs

KPIs should largely focus on measuring outcome. Ideally they should be grouped together and demonstrate a link to the measures of success relating to each of the objectives. They should extend over the lifetime of the contract at least.

## Generic Scoring Guidance for Inclusion Indicator

Score	Satisfaction	Requirement
10	Totally satisfied	All aspects of the Action Plan and its delivery considerably exceed HE expectations. Delivers positive outcomes against all objectives
8	Highly satisfied	All aspects of the Action Plan and its delivery are satisfactory and there is evidence that some aspects are exceeding HE expectations. Delivers positive outcomes for most objectives.
6	Just satisfied	Action Plan in place and substantial evidence that some objectives are being progressed proactively and effectively. Delivers positive outcomes for some objectives.
5	Neither satisfied nor dissatisfied	Action Plan in place and some evidence that the objectives are being progressed but limited evidence that positive outcomes are being realised. Neutral performance.
4	Slightly dissatisfied	Action Plan in place but very limited evidence that the objectives are being progressed and no evidence that positive outcomes are being realised. Some aspects unsatisfactory to the extent that the project manager seeks improvement.
2	Very dissatisfied	A key aspect of the action plan and/or its delivery is currently unsatisfactory to the extent that the project manager considers that significant intervention is required.
0	Totally dissatisfied	More than one key aspect of the action plan and/or its delivery is currently unsatisfactory to the extent that it calls into question the supplier's capability.

**Annex F – Request for take over**

**Taking over certificate**

Scheme: .....

Contract Reference:.....

Part of the *works*: .....

*[Describe the part as identified in the Contract Data Part 1 or state “the whole of the works”]*

**Contractor’s Statement**

By virtue of the *conditions of the contract*, we confirm that

- we have done all the *works* which the Works Information states is to be done before Completion of the [part / whole] of the *works* described above and in the contract; and
- we have corrected notified Defects which would have prevented the *Employer* from using the [part / whole] of the *works* and Others from doing their work.

Signed: .....  
*Contractor’s Director*

Name: .....

Date: .....

**Operating Authority’s Acceptance**

I accept that the [part / whole] of the *works* is ready for use by *Employer*/ .....

Signed: .....  
for **Operating Authority**

Name: .....

Date: .....

**Project Manager’s Certificate**

The date upon which the *Employer* took over the [part / whole] of the *works* described above is .....

Signed: .....  
*Project Manager*

Name: .....

Date: .....

## **Annex G – Employer’s Personnel Security Procedures**

### **1. Mandatory Obligations**

- 1.1 The *Employer* is required to adopt the Personnel Security requirements and management arrangements set down in Security Policy No 3: Personnel Security of HMG Security Policy Framework v.2.0 May 09 issued by the Cabinet Office as amended from time to time (the “Security Policy Framework”).
- 1.2 The Security Policy Framework is available to be downloaded from the Cabinet Office Website [www.cabinetoffice.gov.uk](http://www.cabinetoffice.gov.uk). The *Contractor* familiarises himself with the objectives and principles embodied within the Security Policy Framework, in addition to the mandatory obligations abstracted from the Security Policy Framework and set down in this Annex.
- 1.3 The *Contractor* ensures that the appropriate level of Personnel Security is obtained and maintained for all Staff in accordance with the Security Policy Framework.
- 1.4 The *Project Manager* notifies the *Contractor* of any revisions to the Personnel Security requirements arising as a consequence of subsequent amendments to the Security Policy Framework.
- 1.5 The Cabinet Office Efficiency and Reform Group has introduced security requirements in relation to site admittance, passes and photographs. These requirements are set out in Part 3 of this annex.

### **2. Security Checks – Minimum Requirement**

- 2.1 The Baseline Personnel Security Standard (BPSS) forms the minimum security check requirement for all Staff whose duties include
  - working in the *Employer’s* premises, including offices, Regional Control Centres (RCC), the National Traffic Control Centre (NTCC) and any outstations owned and/or operated by the *Employer*,
  - usage of the *Employer’s* Information Systems or
  - working unsupervised in any other capacity.

The *Project Manager* may notify the *Contractor* of a modification to the categories of Staff requiring BPSS security checks at any time.

- 2.2 The BPSS is available to be downloaded from the Cabinet Office Website [www.cabinetoffice.gov.uk](http://www.cabinetoffice.gov.uk)
- 2.3 Procedural and other details for ensuring compliance with the BPSS are set down in Part One below.

### **3. Security Checks – Additional Vetting Requirement**

- 3.1 Where Staff require unrestricted access to *[Include contract specific requirements e.g. Highways England’s IT control centres, technology systems etc]* the *Project Manager* notifies the *Contractor* of the appropriate level of National Security Vetting (NSV) to be carried out.

- 3.2 Procedural and other details for ensuring compliance with NSV are set down in part 2 below

## **PART ONE – BPSS Compliance**

### **4. Procedures**

- 4.1 The *Contractor* undertakes security checks to ensure the confidentiality, integrity and availability of the *Employer's* asset.
- 4.2 The recruitment controls of the BPSS are required to have been carried out for all Staff to whom paragraph 2.1 applies prior to their employment on this contract. The recruitment control process is completed satisfactorily before an individual
- is issued with a security pass giving unrestricted access to the *Employer's* premises,
  - potentially has access to the *Employer's* sensitive, possibly protectively-marked, information or
  - is given access to the *Employer's* IT network.
- 4.3 The *Contractor* takes all necessary measures to confirm that any previous security checking carried out on existing Staff meets the requirements of the BPSS, either in full or by exception using the risk management assessment process guidance contained in the Security Policy Framework.
- 4.4 The *Contractor* should note that, for existing Staff with more than 3 years continuous employment and who have not had any access passes or permits revoked in that time, the requirements for references in the BPSS security check can be deemed to be discharged by a letter from a Director or Head of Personnel of the *Contractor* certifying the same.
- 4.5 The *Contractor* rectifies any unacceptable gaps identified between the BPSS and existing security checking in accordance with the requirements of the BPSS.
- 4.6 Any new Staff to whom paragraph 2.1 applies are assessed strictly in accordance with the requirements of the BPSS.
- 4.7 The *Contractor* keeps full and auditable records of all security checks carried out on Staff and makes such records available to the *Employer* or its appointed representatives for audit purposes at all reasonable times.
- 4.8 If
- the *Employer* discovers any non-compliance with the requirements of the BPSS from the audit process,
  - the *Contractor* fails to keep full records of security checks carried out on Staff or
  - the *Contractor* fails to make such records available on reasonable request,
  - the *Project Manager* may
  - invoke individual withdrawal of permits or passes to Staff,
  - invoke systematic withdrawal of permits or passes to Staff or

- require that an independent audit of the *Contractor*'s BPSS security check procedure is undertaken at the expense of the *Contractor*.

The *Contractor* takes the appropriate action to immediately address any non-compliance with the BPSS notified to it by the *Project Manager*.

- 4.9 It should be noted that the BPSS does not constitute a formal security clearance. It is designed to provide a level of assurance as to the trustworthiness, integrity and reliability of the individual involved.

## **5. Security check process for BPSS**

- 5.1 The security check process of the BPSS follows the guidance provided in the BPSS.

- 5.2 The BPSS comprises verification of four main elements
- identity,
  - nationality and immigration status (including an entitlement to undertake the work in question),
  - employment history (past 3 years) and
  - criminal record (unspent convictions only).

Additionally, prospective Staff are required to give a reasonable account of any significant periods (6 months or more in the past 3 years) of time spent abroad.

- 5.3 The specific requirements for verification of each of the four main elements are set down in Part II, The Verification Process of the BPSS. An outline description of the core requirements is included below but does not relieve the *Contractor* from his obligation to comply with all the requirements of the BPSS.

- 5.4 Information collected at each stage of the process is reviewed, assessed and recorded on the following BPSS Verification Record (Annex B of the BPSS).
- Verification Record
  - Nationality and Immigration Status Form
  - UKBA Immigration Employment Enquiry Form
  - Employment History Report Form
  - HMRC Record Check Form
  - Criminal Record Declaration

## **6. Verification of Identity – Outline Requirements**

- 6.1 Identity may be verified by physically checking a range of appropriate documentation (e.g. passport or other photo ID together with utility bills, bank statements etc) or by means of a commercially available ID verification service.

- 6.2 Only original documents should be used for identification purposes, copies are not appropriate. Electronic signatures should be verified by cross checking to a specimen signature provided by the individual.

6.3 There is no definitive list of identifying documents. The *Contractor* should note that not all documents listed in the BPSS are of equal value. The objective is a document that is issued by a trustworthy and reliable source, is difficult to forge, has been dated and is current, contains the owner's name, photograph and signature and itself requires some evidence of identity before being issued (e.g. passport or ID card).

6.4 National Insurance numbers (NINOs) can be obtained fraudulently and cannot be relied on as a sole means of establishing identity or right to work. Temporary numbers beginning with TN or ending in a letter from E to Z inclusive are not acceptable.

6.5 Where verification of identity is not straightforward but a decision is nevertheless taken to employ an individual, the *Contractor* notifies the *Project Manager* and records the matter on the Risk Register.

## **7. Nationality and Immigration Status (including an entitlement to undertake the work in question) – Outline Requirements**

7.1 Nationality and Immigration Status may be verified by physically checking appropriate documentation or, in exceptional circumstances only, by means of an independent check of UK Border Agency (UKBA) records.

7.2 The *Contractor* takes the necessary steps to ensure that an individual has the right to remain in the United Kingdom and undertake the work in question.

7.3 Checks need to be applied evenly and the *Contractor* needs to be aware of his obligations under the Race Relations Act 1976.

## **8. Employment history (past 3 years) – Outline Requirements**

8.1 Employment history may be verified by checking with previous employers, by following up references or by means of a commercially available CV checking service or, in exceptional circumstances only, by means of an independent check of HMRC records.

8.2 To ensure that prospective employees are not concealing associations or gaps, the *Contractor* as a minimum verifies the individual's recent (past 3 years) employment or academic history.

8.3 Where there are unresolved gaps or doubts remain about an individual's employment history, an independent check of HMRC records may be made.

8.4 Every effort should be made to check that the individual has held the previous employment history claimed. Any gaps in the past 3 years employment history should be investigated.

## **9. Criminal record (unspent convictions only) – Outline Requirements**

9.1 The *Contractor* should note that the requirement to verify "unspent" convictions does not apply when the BPSS is being carried out as part of the

groundwork for NSV, where a full check of criminal records (“spent” and “unspent”) will be made as part of that process.

- 9.2 Under the terms of the Rehabilitation of Offenders Act 1974, it is reasonable for employers to ask individuals for details of any “unspent” criminal convictions. The Act states that if an offender remains free of further convictions for a specified period (the “rehabilitation period”), the conviction becomes spent. Where rehabilitation has taken place, the individual must be treated as if the offence had never been committed.
- 9.3 The *Contractor*’s attention is drawn to the Basic Disclosure Certificate check option available from Disclosure Scotland.
- 9.4 Where “unspent” convictions have been disclosed, the *Contractor* carries out a risk assessment, which may include the need for legal advice, before proceeding.

## **10. Approval for employment**

- 10.1 General guidance and requirements post BPSS verification are contained in Part IV – Post Verification Process of the BPSS. An outline description of the core requirements is included below but does not relieve the *Contractor* from his obligation to comply with all the requirements of the BPSS.
- 10.2 Subject to paragraph 4.10.3 and unless advised to the contrary by the *Project Manager*, all Staff for whom a completed BPSS Verification Record has been submitted may be treated by the *Contractor* as suitable to undertake the duties referred to in paragraph 2.1.
- 10.3 The *Contractor* should note that the *Employer* will ordinarily require a period of 3 working days from receipt of a fully completed BPSS security check for its internal approvals process and prior to the subsequent issue of access permits and passes. The *Project Manager* may exclude from the Area Network any individual for whom a BPSS Verification Record is not supplied, is incomplete or is otherwise unsatisfactory.
- 10.4 BPSS Verification Records with a sealed Criminal Record Declaration will be assessed separately on a case by case basis by the *Project Manager*. The *Project Manager* advises the *Contractor* if the individual has been approved as suitable to undertake all or any of the duties referred to in paragraph 2.1.

## **11. Incomplete or unsatisfactory BPSS Verification Records**

- 11.1 Where a BPSS is incomplete or is otherwise unsatisfactory, the *Project Manager* advises the *Contractor* of the deficiencies and the actions needed to correct them.

## **12. Renewal of the BPSS**

- 12.1 Under most circumstances, renewal of the BPSS is not required.

- 12.2 The *Contractor* rechecks the immigration status of migrant Staff before their current right to remain expires or within 12 months of the previous check, whichever is the sooner. These checks are repeated until the employee is able to demonstrate an indefinite right to remain in the United Kingdom or until the employment comes to an end.
- 12.3 The *Project Manager* instructs the *Contractor* to carry out additional security checks on any Staff required to operate in or on a List X site. An instruction to carry out additional security checks is a change to the Service Information.
- 12.4 If an employee, who has previously been subject of a BPSS security check, leaves the employment of the *Contractor* and is subsequently re-employed by the *Contractor* within twelve months, the original security check authorisation may be reinstated. The *Employer* may require additional evidence before reinstating the original security check authorisation. In all other cases of re-employment, the full BPSS security check must be carried out.

### **13. Ongoing personnel security management (“aftercare”)**

- 13.1 The *Contractor* monitors, manages and supports the required behaviours of Staff who are approved for work on this contract and reports to the *Project Manager* immediately if the continuing suitability of an employee is in doubt.
- 13.2 Where the *Contractor* reports a case of doubt or the *Project Manager* considers that the actions of any of the Staff do not conform to the required behaviours, the *Project Manager* may instruct the *Contractor* to review the performance of the individual concerned. The *Contractor* takes appropriate action in consequence of the review, which may include
- performance improvement,
  - temporary suspension of permits and passes or
  - removal of the individual in accordance with core clause 24.3.

### **14. Retention of documentation**

- 14.1 The documentation associated with a BPSS security check is retained by the *Contractor* until the expiry of the Contract Period and for a period of twelve months after the individual has ceased to be employed on this contract.
- 14.2 The *Contractor* destroys, in an appropriate secure manner, all electronic and paper copies of documentation which he is no longer required to retain.

## **PART TWO – National security Vetting (NSV)**

### **15. Procedures**

- 15.1 In all cases, verification of identity and the individual’s entitlement to undertake the work in question must be carried out before embarking on NSV.

- 15.2 Other than in exceptional circumstances, NSV must not be undertaken before the BPSS's full controls have been applied. The *Contractor* agrees with the *Project Manager*, on a case by case basis, any exceptional cases where NSV and BPSS procedures are required to be carried out in parallel.
- 15.3 The *Project Manager* determines if any Staff need to undertake NSV in addition to the BPSS security check.
- 15.4 If the *Project Manager* considers that NSV is required, the *Employer* identifies, manages and undertakes the necessary vetting at the *Employer's* expense.
- 15.5 Where the *Project Manager* determines that NSV is required, the approvals process set out in paragraph 4.10 does not apply, unless the *Project Manager* instructs otherwise. Access permits and passes are ordinarily only issued on satisfactory completion of NSV.

### **PART THREE – CABINET OFFICE EFFICIENCY AND REFORM GROUP REQUIREMENTS**

#### **Site Admittance**

- 16.1 The *Contractor* submits to the *Project Manager* details of people who are to be employed by him and his Subcontractors with the *works*. The details include a list of names and addresses, the capacities in which employed, and other information required by the *Project Manager*.
- 16.2 The *Project Manager* may instruct the *Contractor* to take measures to prevent unauthorised persons being admitted on to the Site. The instruction is a compensation event if the measures are additional to those required by the Works Information.

#### **Passes** *[Note to compiler: optional requirements to be used when access is to be controlled by the issue of passes]*

- 16.3 Employees of the *Contractor* and his Subcontractors are to carry an *Employer's* pass whilst they are on the parts of the Site stated in the Contract Data.
- 16.4 The *Contractor* submits to the *Project Manager* for acceptance a list of the names of the people for whom passes are required. The *Project Manager* issues the passes to the *Contractor*. Each pass is returned to the *Project Manager* when the employee no longer requires access to that part of the Site or after the *Project Manager* has given notice that the employee is not to be admitted to the Site.

#### **Photographs** *[Note to compiler: optional requirements to be used if the Contractor is to be restricted in taking photographs of the Site]*

- 16.5 The *Contractor* does not take photographs of the Site or the *works* or any part of them unless he has obtained the acceptance of the *Project Manager*.

- 16.6 The *Contractor* takes the measures needed to prevent his and his Subcontractors' people taking, publishing or otherwise circulating such photographs.

**ANNEX H - PROJECT RISKS**

<b>Risk</b>	<b>Hazard / Issue</b>
Working near live traffic	Risk to operatives and users from working close to live traffic
Road space booking	Clash in road space bookings. Emergency/ high priority works require the same road space. Unable to work in same road space or resolve road space clashes leading to delay in surveys.
Severe Weather	Severe/ unseasoned weather or 'act of god' delays surveys being able to take place.
Category 1 and 2 Defects Repairs – unable to survey	Emergency repairs are required to the network which delay/prevents survey taking place.
Major road incident	Congestion / closures that cancel/ postpone surveys.
Utility services	Striking utility services leading to increased cost, disruption and possibly safety.
Heavily silted drainage network	Additional jetting of drainage network to assess existing condition leading to delay and increased cost.
Contamination	Pavement surveys core through contaminated material (e.g. coal tar).
Confined Spaces	Potential for multiple injuries / deaths due to explosion / asphyxiation
Electrocution	Working in close proximity to overhead power lines.
Japanese Knotweed	Controlled species preventing work or transfer of rhizomes
Trial Pits	Risk of collapse from excavated trial pits.
Openings	Manhole covers missing or not being replaced leaving exposed chambers.
Uneven Ground	Trip hazards or stability of plant
Working at height	The need to access chambers at height with no safe means of access.
Vegetation	Overgrown vegetation prevents works.
Protected Species	The presence of protected species prevents the work from being undertaken.
Asbestos	Presence / disturbance of asbestos in made ground, pipes / ducting surveys.
Broken glass / debris/ needles	Trip hazards and cuts.
Use of compressors	Noise.
Cutting of carriageway	Dust arising from extracting pavement cores impacting on visibility of road users
Working close to plant and vehicles	Hit by vehicle.

**ANNEX J – Collaborative Performance Framework (CPF)**

Sent as a separate document