

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

WORKS INFORMATION

**Asset Data Capture for Asset Support Contracts and Design,
Build, Finance, Operate Models**

July 2017

WORKS INFORMATION

Document Structure

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WI 100 **Description of the works**

WI 105 **General Description of the works**

WI 105.1 **Background**

Highways England (The *Employer*) is continually seeking to improve its asset base in line with its asset information principles and commercial approach. The *Employer* recognises that quality information about its assets is fundamental to achieving these aims.

Since 2012, The *Employer* has expanded its use of Asset Data Capture surveying (Mobile Mapping System (MMS) surveys) due to the amount of data that can be captured relatively quickly and efficiently. MMS refers to a combination of imagery and LiDAR technology, alongside accurate geospatial positioning, all mounted on a vehicle and driven at traffic speed.

The subsequent imagery and LiDAR point cloud datasets can be used for a range of applications, some requiring little further processing and others requiring specialise techniques. The current core uses for the data are noted below; however The *Employer* is seeking further ways in which to exploit the data in future:

- i. Visualisation and basic measurement of network assets. With appropriate software, The *Employer* and its supply chain use the imagery and point cloud to view and assess the network from the office. For example, simply looking at images to understand the context relating to a customer enquiry or taking a measurement from within the point cloud to check the dimensions of an asset;
- ii. Serviceability/Condition assessment. The *Employer* is developing workflows to process the imagery and/or point cloud data in order to produce datasets which indicate the serviceability and/or condition of key assets, and;
- iii. Asset Inventory. The imagery and/or point cloud data have been used to produce asset inventory information to ensure its primary asset databases are current and comprehensive. The ongoing collection of such data enables inventories to be validated and updated as appropriate.

These *works* incorporate the collection of MMS data and the technical support related to its further processing and use, as indicated above.

WI 105.2 **Detailed deliverables, methodology and geographic scope**

There are two maintenance delivery contract types detailed within this task brief; Asset Support Contracts (ASC) and Design, Build, Finance, Operate (DBFO) contracts, which is of a fixed requirement that will be delivered to the scope and timescales set out in this specification.

Task	Deliverable
A	MMS dataset – Imagery:

	<ul style="list-style-type: none"> - Lane 1 Motorway/Dual carriageway sections; - Both directions Two Way Single carriageway sections, and; - Exit, Entry Slip roads, APTR Junctions (outer lane) and Roundabouts (inner/middle lane).
B	Carriageway Classes: <ul style="list-style-type: none"> - Review and update the inventory for routes which have been subject to change since 2016 as per version 5 of Asset Data Management Manual (ADMM) and this task brief.

Table 1 provides a summary of the deliverables.

Task	Deliverable
A	MMS dataset – Imagery: <ul style="list-style-type: none"> - Lane 1 Motorway/Dual carriageway sections; - Both directions Two Way Single carriageway sections, and; - Exit, Entry Slip roads, APTR Junctions (outer lane) and Roundabouts (inner/middle lane).
B	Carriageway Classes: <ul style="list-style-type: none"> - Review and update the inventory for routes which have been subject to change since 2016 as per version 5 of Asset Data Management Manual (ADMM) and this task brief.

Table 1: ASC/DBFO task Deliverables

Geographic Scope

This brief relates the AD areas (as defined in

Area Name	Carriageway Km	Imagery Survey Km	Priority
Area 3	1264.3	1295.0	1
Area 9	1600.3	1809.7	2
Area 12	1152.9	1240.2	3
Area 4	948.2	1083.0	4
Area 6	1232.1	1368.6	5
Area 8	831.7	870.5	6
A1 D2D DBFO	124.5	124.5	To be agreed
A19 DBFO	309.0	309.5	To be agreed
A1M DBFO	55.8	55.8	To be agreed
A249 DBFO	41.1	44.9	To be agreed
A30/A35 DBFO	161.5	223.9	To be agreed
A417/A419 DBFO	121.8	127.2	To be agreed
A50 DBFO	139.1	139.3	To be agreed
A69 DBFO	128.0	180.0	To be agreed
M1/A1 DBFO	96.5	96.5	To be agreed
M25 DBFO	1031.9	1036.5	To be agreed
M40 DBFO	291.3	291.5	To be agreed
M6 Toll Road DBFO	107.6	108.0	To be agreed
SS Crossing	28.2	28.2	To be agreed
Total	9665.8	9832.8	

Table 2), for ease of reference a map depicting this geographical split is provided in Annex H. All requirement deliverables will be supplied by the *Contractor*.

Area Name	Carriageway Km	Imagery Survey Km	Priority
Area 3	1264.3	1295.0	1
Area 9	1600.3	1809.7	2
Area 12	1152.9	1240.2	3
Area 4	948.2	1083.0	4
Area 6	1232.1	1368.6	5
Area 8	831.7	870.5	6
A1 D2D DBFO	124.5	124.5	To be agreed
A19 DBFO	309.0	309.5	To be agreed
A1M DBFO	55.8	55.8	To be agreed
A249 DBFO	41.1	44.9	To be agreed
A30/A35 DBFO	161.5	223.9	To be agreed
A417/A419 DBFO	121.8	127.2	To be agreed
A50 DBFO	139.1	139.3	To be agreed
A69 DBFO	128.0	180.0	To be agreed
M1/A1 DBFO	96.5	96.5	To be agreed
M25 DBFO	1031.9	1036.5	To be agreed
M40 DBFO	291.3	291.5	To be agreed
M6 Toll Road DBFO	107.6	108.0	To be agreed
SS Crossing	28.2	28.2	To be agreed
Total	9665.8	9832.8	

Table 2: ASC/DBFO task areas/routes

The *Contractor(s)* must provide a comprehensive set of images covering the entire Highways England network for the ASC/DBFO areas within the task period.

The requirements relating to the handover of deliverables are driven by a need to minimise the time between data capture and the data being made available for use by The *Employer* and its supply chain.

A key driver is the need to be able to process the raw MMS datasets in order to derive asset information outside of this task brief. Following the approach taken on The *Employer's* previous machine survey contracts, survey data can be captured, processed and made available for use in regular area based batches.

To ensure there is no impact on the quality of survey data, no constraints have been introduced to this Asset Data Capture task which would control/limit when data is collected (i.e. a requirement for a certain amount of data to be handed over in a certain fixed period). However, once collected, data will be subject to a delivery timescale with regular handover of deliverables.

Programming

In order to meet multiple objectives of The *Employer* the *Contractor(s)* must prioritise provision of imagery datasets as given in Table 2 **Error! Reference source not found.**, note for the DBFO areas no priority has been stated and the *Contractor* is permitted to state their preference for prioritisation based on a pragmatic geographic order in relation to other ASC areas.

For *Contractor* must supply a programme of imagery deliverables as given in Table 3 to the *Project Manager*.

The *Contractor* must ensure that they use the latest 1:2500 maintenance network idealisation to both plan and survey against to safeguard against missing sections and/or routes.

If any sections and/or route cannot be surveyed due to an ongoing scheme, the duration of which exceeds that for the planned survey in that area, then a record of such locations will be handed over to the *Project Manager* in Excel, or other agreed format.

Equipment

The *Employer* considers the minimum requirements set out below mandatory and fundamental to achieving the required quality deliverables.

The *Contractor* must use survey Equipment which complies with the requirements outlined in Table 3.

Number of Cameras	4
Resolution	≥1.5 and ≤5 Megapixel
Image Spacing	2m
Angles	Front, Rear, Left and Right Oblique (at 45° from front)

Table 3: Imagery Hardware Requirement

A number of Equipment types and configurations are considered to be able to achieve the outcome specified in this task brief. Therefore the *Contractor* should note the Equipment they will use and confirm it will achieve the requirements of the deliverable; Global Positioning Systems, Inertial Measurement Units and similar technology would be expected.

Methodology

All imagery capture shall be carried out during daylight hours, the exact time of capture shall be at an appropriate time to minimise effects of vignetting and flaring due to sunlight on the lens.

No imagery shall be captured during periods of weather i.e. light or heavy rain, snow, dense mist/fog. Following on from prolonged periods of rain or snow, the road surface shall be free from standing water before imagery capture commences.

Deliverables

The *Contractor* must deliver complete coverage in comparison to the latest 1:2500 maintenance network idealisation (to be provided), with the exception of identified roadworks locations (see paragraph 0). In addition the start and end of each route boundary must overlap with the adjoining routes by no less than 100m and no more than 200m in the direction of travel for main carriageway sections and by no less than 50m and no more than 100m for exit/entry slips road and other junctions.

Redacted imagery datasets for any particular area shall be delivered within 20 working days from the last day of surveying of the respective area.

The *Contractor* must supply such datasets on hard disc to the *Project Manager* via a 'next working day' courier service. The *Project Manager* will inform the *Contractor* of UK mainland address.

All imagery must be provided in line with the requirements set out in Table 4.

Structure Hierarchy	Area\Route\Imagery
Naming convention	Camera_Run_Image i.e. 1_00001_01
Format	Jpeg
Compression	Lossy $\geq 10:1$ and $\leq 30:1$
Redaction	$\geq 95\%$ Number plates, $\geq 90\%$ Faces; $\leq 5\%$ false obscuration of Company assets
Ordering	Mainline General nominated direction in direction of travel General non-nominated direction in direction of travel Slips, Grade Separated Junctions and Oxbow Lay-bys Ordered by nominated direction and geographic order
Projection	OSGB36 datum - Ordnance Survey Great Britain 1936
Information to be provided/image set (Shapefile, XLS or CSV)	Unique record ID (simple numeric), Easting, Northing, Date of capture, Time of capture, Altitude, Heading, Pitch, Roll and Yaw, 'Mainline' or 'Slip' (to identify if the image is part of a mainline section or slip road, oxbow, etc.), Lever arm distance in mm (X, Y and Z) relative to IMU to 5mm
Quality of Imagery	$\geq 95\%$ to be bright and clear by route and by area
Absolute Accuracy (mm)	$\leq 2000\text{mm}$, 2σ

Table 4: ASC/DBFO Task Imagery Deliverable

WI 105.4 Task B: Carriageway Inventory Review and Updates Areas 3 & 9

Programming

In order to meet multiple objectives of The *Employer*, the *Contractor(s)* must prioritise provision of carriageway inventory in agreement with the *Project Manager*.

The *Contractor* must supply a programme of carriageway class inventory deliverables as given in Table 2 for Area 3 and 9 respectively against Table 5 to the *Project Manager*.

Methodology

The *Contractor* is required to update the carriageway classes inventory using the latest imagery for the respective areas comparing/updating to the previously created inventory (to be provided) in accordance with the version 5 of ADMM Additional Information document and associated Data Dictionary (see Table 5 for asset types) also taking into account of any changes to the 1:2500 maintenance network idealisation (to be provided) i.e. creating new inventory for new and/or changed sections or associating existing inventory against the latest idealisation i.e. sections and associated chainage.

The *Contractor* will confirm with the *Project Manager* that they are in receipt of version 5 of the ADMM prior to undertaking any asset digitisation.

Asset Types		
Arrester Bed	Equipment Store	Pedestrian Guard Rail
Bollard	ERT Post and Casing	Post (Signs)
Bridleway	Feeder Pillar	Post (Traffic Signal)
Carriageway Gate	Fence Gate	Reference Marker
Cattle Grid	Fence, Environmental Barrier and Wall (Non-Structural)	Rest Area
Central Island	Footway	Road Stud
Central Reserve	Handrail	Sign Face
Combined Cycle Track and Footway	Hard Standing	Snow Gate
Communication Cabinet	Hatched Road Marking	Spill Kit
Crash Cushion	Kerb	Steps
Crossover	Lighting Point	Stile
Cycle Track	Location Reference Point	Switch Room
Depot	Longitudinal Road Marking	Transverse and Special Road Marking
Detector Loop	Mast (Non-Structural)	Vehicle Restraint System
Distribution Point Cabinet	NMU Crossing	Verge
End Terminal	Pedestrian Crossing	VRS Add On Motorcycle Protection
Environmental Station		

Table 5: ADMM Carriageway Class Asset Types

Deliverables

The inventory must be provided in ESRI Shapefile format and in accordance with version 5 of the ADMM Data Dictionary in terms of sequencing and naming conventions.

Comparison reports must be provided on a route and/or Area basis, to be agreed with the *Project Manager* detailing the numbers/lengths of assets over each route within the Area comparing before and after update states.

The *Contractor* will be required to handover all data, and any supporting documentation if applicable, by 31st March 2018. An indicative programme is included below:

Area Name	Delivery by
Area 3	30 November 2017
Area 6	31 December 2017
Area 8	31 December 2017
Area 9	31 March 2018
Area 10	31 March 2018
Area 12	31 March 2018
A1 D2D DBFO	31 March 2018
A19 DBFO	31 March 2018
A1M DBFO	31 January 2018
A249 DBFO	31 January 2018
A30/A35 DBFO	28 February 2018
A417/A419 DBFO	28 February 2018
A50 DBFO	31 March 2018
A69 DBFO	31 March 2018
M1/A1 DBFO	28 February 2018
M25 DBFO	31 March 2018
M40 DBFO	31 March 2018
M6 Toll Road DBFO	28 February 2018
SS Crossing	31 January 2018

The *Employer* has identified the minimum standards of data quality that needs to be adhered to and which The *Employer* will assess compliance against (see Table 6 and Annex J for further information).

The *Contractor* shall provide a specific plan for the management of information quality, the plan shall include how the asset data collected will be verified and validated against version 6 of the ADMM and the requirements of this task brief.

The *Employer* reserves the right to review / agree the quality plan and carry out audits against the plan during the *works*.

Quality dimension	Requirement	Definition
Process quality	100%	Compliance with <i>Contractors</i> quality plan statements and evidence provided of QC processes carried out
Data quality		
Completeness	95%	Asset data records provided measured against the real world assets they represent
Uniqueness	100%	Asset record identifiers (SourceID) - set out in the ADMM
Compatibility	100%	Data items completeness, format and tolerance against requirements set out in the ADMM

Consistency	N/A	Review of comparison reports noting trends/changes in number and lengths of records
Currency	100%	Data provided in line with the agreed contract delivery programme
Accuracy	95%	For all data records listed in Table 5 against the real world asset attributes

Table 6: Quality Dimensions

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

WI205.1.2 Following award of the Call off Agreement the *Project Manager* combines the risks outlined in Call off Agreement (Contract Data Part 1 & 2) to form the first Risk Register.

WI205.1.3 The risks set out in this Risk Register are reviewed by the *Project Manager* and the *Contractor* at a start-up meeting after Call off Agreement award and before *works* begin.

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*.

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 for written outputs produced by the *Contractor* in connection with the Call off Agreement 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 In order to reduce the need for waste disposal, the *Contractor* minimises the generation and environmental impacts of wastes arising during the *works* and maximises 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:

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

The Waste Management Licensing Regulations 1994
www.legislation.gov.uk/uksi/1994/1056/made

Town and Country Planning Act 1990 -
Legislation.gov.uk
www.legislation.gov.uk/ukpga/1990/8/contents

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 and conflict of interests in the form set out in Annex C of the Works Information. The *Contractor* issues to the *Project Manager* any completed declaration of interests and conflict of interests.
- 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*
- 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.

WI205.5.1 The *Adjudicator* is appointed under the NEC3 Adjudicator's Contract (April 2013), including the following additional condition of contract

WI205.5.2 "The *Adjudicator* complies, and takes all reasonable steps to ensure that any persons advising or aiding him comply, with the Official Secrets Act 1989. Any information concerning the Call off Agreement obtained either by the *Adjudicator* or any person advising or aiding him is confidential, and may not be used or disclosed by the *Adjudicator* or any such person except for the purposes of this Agreement."

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**

Not applicable

WI 250 **Consideration of Others**

Not applicable

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. These products include:

- Delivery Plan
- Risk Register
- Actions and Decisions Log
- Checkpoint Reports

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**

Not applicable

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**

No design work required

WI 305 **Design responsibility**

Not applicable

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

Not applicable

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 Data should be provided in the formats sets out in sections 105.3, 105.4 and 105.5.

WI 400 **Completion**

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.

WI 410 **Sectional Completion definition**

WI410.1 Not Used

WI410.2 Not Used

WI 435 **Pre-Completion arrangements**

WI435.1 Not Used

WI 445 **Documents**

WI445.1 The *Contractor* provides any 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*.

- Delivery Plan is required at the start up meeting
- Risk Register will be agreed and finalised at the Start up meeting and reviewed at monthly intervals
- Actions and Decisions Log will be created at the Start up meeting and reviewed at monthly intervals

WI 500 **Programme**

WI 505 **Programme Requirements**

WI505.1

The programme will include but not be limited to the following information:

- Call off Award (Nov 2017) starting date (Nov 2017)/ planned Completion (March 18)/Completion Date (31st March 18)/Key Dates – specific deliverables between start and end dates, to be agreed between the *Employer* and the *Contractor* at the project start up meeting, and will become the accepted programme.
- order and timing of operations to Provide the Works in accordance with the Works Information
- Mobilisation – each individual area
- The programme will also clearly identify the critical path, float and resources and costs required to deliver the project.
- health and safety requirements
- approval periods.
- processing period.
- Delivery period for each area
- issue of final data
- 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, if applicable.
- 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, if applicable
 - 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

WI 510 **Programme Arrangement**

WI510.1 *Contractor* to prepare programme with sufficient detail to demonstrate collection of survey data, processing and delivery for the different tasks and areas. Activities that may be on critical path should be clearly identified.

WI 515 **Methodology Statement**

WI515.1 Methodology statements can be found at sections WI105.3, WI105.4 and WI105.5.

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

Not applicable

WI 530 **Revised programme**

WI530.1 Revised programmes should be submitted at least 5 working days prior to progress/steering group meetings, with a schedule of changes attached to explain any revisions, if applicable.

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* standards and procedures current at competition 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*. This includes updates/new releases of the Asset Data Manual (ADMM) if appropriate.

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 contract.
- WI630.3 The *Contractor* obtains third party certification from a UKAS approved accreditation body accepted by the *Project Manager* of
- its health and safety, quality and environmental management systems not later than twelve months after the Call off Agreement Date and
 - its collaboration framework not later than three years after the Call off Agreement Date¹
- unless the *Contractor* already holds such certification at the Call off Agreement Date. The *Contractor* submits to the *Project Manager* a copy of each certificate within one week after it is obtained.
- WI630.4 The *Contractor* prepares a draft quality plan as part of the competition, followed by an agreed and formal quality plan within four weeks of the Call off Agreement Date. The Quality Plan incorporates the

¹ This needs further thought – not many standalone contracts will last this long!

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 Quality Assessment of data deliveries will take place by the *employer*. This will occur within 4 weeks of delivery and results issued to the *Contractor* in writing.

The *Contractor* will be required to collect and resubmit data at their own cost where quality failures occur.

WI 725 **Performance measurement**

WI725.1 The *Contractor* records performance against each of the indicators in the “Collaborative Performance Framework”, “CPF” (attached at Annex K), 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**

Not applicable

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

Not applicable

WI 740 **Tests and inspections of Installation**

Not applicable

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

Not applicable

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

WI750.1 The Contractor shall agree with the 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 Not applicable.

WI810.1.2 Not applicable.

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.

Electronic data should be uploaded to the relevant area within Business Collaborator and a notification email sent to the *Project Manager*

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

Non-electronic data should be saved to a disk and shipped to the Project team using a secure courier. A notification email should be sent to the project team to confirm, and confirmation of receipt will be sent by the project team once received.

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 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* will 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,
 - Technical manager,
 - 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 five (5) 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 five (5) 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 programme,
- Actual completion dates of activities completed since the previous update and reasons for any changes from the approved programme,
- The anticipated time for completion, in working days, for 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 programme,
- Confirmation of budget forecast,
- Payment schedule – agreement of compensation events,
- Insurance related issues,
- Subcontractors,
- Quality matters,
- Risk register.

WI820.2 Other Meetings with the *Project Manager*

Weekly update meetings will occur via telephone conference between the Project manager and the *Contractor* manager. This will include activities scheduled for the coming week and reporting of any slippage.

WI820.4 Technical Working Group Meetings

Technical working group meetings may be required on an ad hoc basis, as requested by the project manager, and, in addition to the project team, should be attended by the *Contractor* manager and technical manager as a minimum. Other attendees deemed appropriate by the *Contractor* can also be included.

WI820.5 Consultations with Third Parties

The *Contractor* may be required to attend meetings with third parties, including area teams, to discuss data handover and use. These meetings will be arranged by the project team and should have the same

attendees as above.

WI820.6 Public Relations and Liaison

Not applicable

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*.

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

Not applicable

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 HE Operations Directorates representative and any other key stakeholders, if applicable.

WI 915 **Co-ordination**

WI915.1 Where applicable, the *Contractor* cooperates with other Statutory Bodies and suppliers in obtaining and providing information which they require in connection delivery of the *works*.

Where applicable, the *Contractor* complies with the special requirements of the following:

- Statutory Bodies:
- Environment Agency
- Local Authorities;
- Network Rail.

Where applicable, 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 where appropriate.

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**

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

Not applicable

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

Not applicable

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 <i>Contractor</i> ; or
	<ul style="list-style-type: none"> • a confidential communication between the <i>Contractor</i> 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 <i>Contractor</i> reports to the <i>Project Manager</i> within 3 hours, details of any serious incidents involving any person injured or killed in connection with the <i>works</i> .
WI1105.6	The <i>Contractor</i> reports such incidents through <i>Highways England's</i> Accident and Incident Reporting System.
WI1105.7	The <i>Contractor</i> issues the information in the health and safety file to the <i>Project Manager</i> at Completion.
WI1105.8	The <i>Contractor</i> 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	Not applicable
WI1105.10	Not applicable
WI1105.11	Not applicable
WI1105.12	The <i>Contractor</i> confirms to the <i>Project Manager</i> that adequate welfare facilities are in place prior to commencement of any <i>works</i> .
WI1105.13	The <i>Contractor</i> and the <i>Employer</i> notify each other of any known special health and safety hazards which may affect the performance of the <i>works</i> . The <i>Contractor</i> informs and instructs people employed by him on the hazards and any necessary associated safety measures.

WI 1115 Legal Requirements

WI1115.1	The <i>Employer</i> appoints the <i>Contractor</i> to act as principal <i>Contractor</i> for the purposes of the Construction (Design and Management) Regulations 2015.
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WI1115.2 The *Contractor* provides information to the *Project Manager* to demonstrate that individuals proposed for appointment to carry out the duties of the principal *Contractor* 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 Not applicable

WI 1130 Employer's Health and Safety Requirements

WI1130.1 The *Contractor* embraces and contributes to Highways England's Aiming for Zero initiative (<https://haportal.net/inform/aiming-for-zero.html>).

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 the pricing document provided at competition.

WI1205.2 **Structural Steelwork**

WI1205.2.1 Not applicable

WI 1210 Acceptance procedures

None identified

- 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 competition assessment does not comply with the accepted assessment methodology or scoring methodology,
 - the competition 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 suppliers 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 Call off Agreement 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 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 2000 **Employer's work specifications and drawings**

WI 2005 **Employer's work specification**

WI2005.1 The work specification is contained in the specification detailed below.

Specification

- The specification referred to in the Works Information is the 'specification for highway works' current at the Call off Agreement 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.
- 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 Call off Agreement 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

Not applicable

WI 2010 Drawings

WI2010.1

The drawings are listed in appendix 0/4 of the specification.

Annex A – Form of Parent Company Guarantee

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED

as Employer

[●]
as Guarantor

PARENT COMPANY GUARANTEE

relating to a project at
[●]

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.

“**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.

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).

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 4 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.

1. Personal details (for Highways England and statutory records, please advise any subsequent changes)	
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	
2. Directorships	
Are you a director or a "shadow director" ² of any company? YES/NO	If YES, please provide the names of the companies, business sector, and date you became a director.

² "shadow director " means a person in accordance with whose instructions the directors of The Employer 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.

3. Other business interests	
<p>Are you a partner, employee or a consultant (paid or otherwise) in any business? YES/NO</p>	<p>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.</p>
<p>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.</p>	<p>If YES please give details and if you no longer hold the position, describe the circumstances in which you ceased to do so.</p>
<p>Do you have a direct shareholding in any company in the sector in which Highways England operates? YES/NO</p>	<p>I hold the following shares/I do not hold any shares in the sector in which Highways England operates.</p>
4. Voluntary work	
<p>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.</p>	<p>If YES provide details.</p>
5. Other	
<p>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</p>	<p>If YES provide details.</p>

<p>Are there any matters or relevant interests, (including significant interests of close members³ 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>6. Connected persons</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

³ 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 competing 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 competition information pack. Any information that may give me, my employer or a third party any advantage in a competition process shall be returned to Highways England.
7. I understand that I may only be involved in the evaluation of a competition 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 compete 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 compete 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 competing 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 competition 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: ⁴

⁴ 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 Call off Agreement 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*.

- 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

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

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 Employer and in relation to the specific contract/project concerned.

Inclusion Action Plan							
	Inclusion objective	Current position/baseline	Action/ task	When	Person responsible	Measure of success (MoS) and progress update	Score
1.0	Employment Section – General						
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						
2.0	Employment Section - Workforce						
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						

Inclusion Action Plan							
	Inclusion objective	Current position/baseline	Action/ task	When	Person responsible	Measure of success (MoS) and progress update	Score
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.						
3.0	Employment Section - Supply Chain						
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.						
4.0	Service Delivery Section - General						
4.1	Take reasonable steps to deliver products and services that our customers can access and that take account of their diverse needs						

Inclusion Action Plan							
	Inclusion objective	Current position/baseline	Action/ task	When	Person responsible	Measure of success (MoS) and progress update	Score
5.0	Service Delivery Section - Communities						
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 Call off Agreement 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:

Call off Agreement Reference:.....

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 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 whole of the *works* and Others from doing their work.

Signed:

Contractor's Director

Name:

Date:

Local Highways Authority Acceptance

I accept that the whole of the *works* is ready for use by the *Employer*

Signed:

for **Local Highways Authority**

Name:

Date:

Project Manager's Certificate

The date upon which the *Employer* took over the 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. 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
- 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 Highway England asset data bases and Business Collaborator 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 Call off Agreement 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.

Annex H – Geographical Split Map

Key

Green area/Black line – AD Areas

Beige area/Blue line – ASC/DBFO Areas



Annex I – Initial Risk Register

Ref.	Risk Description	Risk Owner
1	Poor weather conditions prevent surveys being undertaken in accordance with planned schedule, resulting in a threat to project programme and task completion date	<i>Contractor</i>
2	Survey output is of insufficient quality due to technical issues during data capture. Additional resource/time would be required to correct the data and/or to re-survey sections of the network, potentially resulting in threat to project programme	<i>Contractor</i>
3	Failure of survey Equipment or vehicle due to poor maintenance, resulting in delays to the delivery programme	<i>Contractor</i>
4	Change of scope to the task at short notice, resulting in threat to programme and cost	<i>Employer</i>
5	Software Failure, resulting in not being able to process data and causing a delay to production work programme	<i>Contractor</i>

Annex J – Information Quality

What is asset information?

Asset information refers to the data and derived information that Highways England holds on the physical infrastructure assets it manages and operates. Asset information is fundamental to everything Highways England does.

Asset information in Highways England is extensive and complex. It is collected, managed and used by both service providers and Highways England. It includes a wide range of data types and formats; as described in the Asset Data Management Manual (ADMM).

Why is good quality asset information important?

A Highways England business objective is having appropriate asset information available that:

- supports the provision of a safe and serviceable network;
- informs business analytical decision-making, at the strategic, regional and scheme levels;
- enables improved asset management processes to be delivered; and,
- considers the affordability of its capture and management.

Asset information quality directly influences decision making on the full range of investment, management and operational matter that are Highways England's responsibility. Complete and accurate asset information enables decisions to be taken based on sound evidence considering the current status of assets in relation to current performance and future demand. Retained asset information also provides data on which forecasts can be developed. Decisions made on limited or inaccurate information may lead to the wrong decisions being made, increased risks of service failure or opportunities being missed.

How do we define asset information quality?

The quality of an asset dataset is described by two aspects, data quality and process quality. These reflect the quality of data management applied to the lifecycle of the dataset (process quality) and the outcome quality of the records and data items (data quality). This is illustrated in Figure 1.

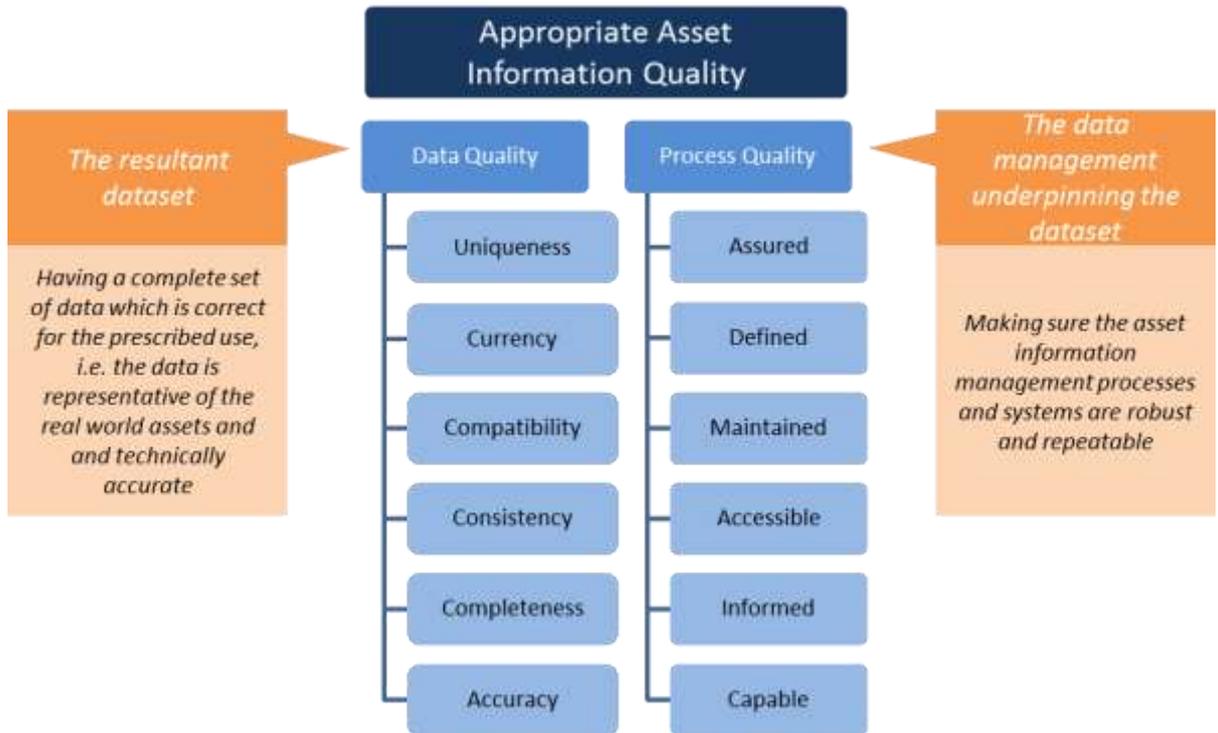


Figure 1. The aspects of Asset Information Quality and the subsequent components

Individual components of Data Quality

The data quality of a dataset is described by the following dimensions that apply to the asset records and data items describing the assets:

Uniqueness - are assets duplicated within a dataset? This understanding improves information clarity and prevents misrepresentation of the asset population. Analyse the dataset to identify duplicate records, calculating the overall uniqueness of the dataset.

Timeliness – is the data on assets current or within prescribed temporal tolerances? For example, are the inspection records in date or time expired? Analyse the dataset to identify out-of-date records or data items.

Compatibility – are the data items presented in a suitable format for re-use providing data that is accessible to business? For example, are numeric or abbreviated data correctly translated / processed to provide accessible information. Analyse the dataset to identify records which are not compatible (i.e. in a format which is not permitted).

Consistency – are the data describing a particular asset consistent with business and data rules? For example, are all data items complete and are they within prescribed tolerances or aligned with other records for the same asset?

Completeness - are all the expected assets represented in the dataset? Completeness provides us with an understanding of the proportion of network assets are recorded in our systems.

Accuracy – overall to what extent do the data items reflect the real world? Accuracy provides us with an understanding of how correct the dataset is. For example, is the recorded location (easting and northing) of a gantry the same as the physical location?

These dimensions of data quality are inter-related