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| **Collaborative Delivery Framework** |
| **Scope** |

**AS14 Programme Stage 2**

Revised

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| --- | --- | --- |
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# Purpose of the *services*

## Background

Support services are to be provided by the *Consultant* from time-to-time, as instructed by the *Employer* as part of the wider programme of services to be carried out under the Collaborative Delivery Framework (CDF).

The CDF is a collaborative framework developed to streamline delivery of the increased capital investment proposed for the future growth, development, and upgrade of the network.

These services are required to enhance the capacity and reliability of the UK strategic road network in order to provide better and enhanced journey time reliability for Highways England customers.

The specific services to be carried out under this Package Contract are described in paragraph 2, description of the *services*.

## *Employer*’s Objectives

The services are provided as part of the wider SR13 and SR14 investment programmes and are to be delivered in conjunction and collaboration with other CDF framework consultants and contractors.

The objectives of this framework are set out in Annex 1 of the CDF Framework Information.

The specific objective of this procurement package is to secure Consultant support for PCF Stage 2 across the AS14 programme in a single tender exercise.

# Description of the *services*

## Description

The Consultant shall provide technical design and support to deliver the requirements of PCF stage 2 for each scheme awarded. The detailed scheme brief will be issued on award of individual scheme packages; however services will include, though may not be limited to:

* Engineering design services for civil engineering works and Traffic Technology involving electronic signs and signals, CCTV, monitoring equipment etc, during the remainder of the options phase (PCF Stage 2).
* All required surveys
* Public consultation,
* Liaison with stakeholders
* Preparation of evidence for infrastructure planning processes,
* Planning Statutory Procedures,
* Planning for and management of protected species and cultural heritage
* Planning traffic management,
* Value engineering / efficiency
* Buildability assessment,
* Design risk assessments
* Design risk reviews
* Recording and reporting of traffic flow data,
* Production of traffic flow reports; and
* Modelling of future demand, scenario modelling.
* Building Information Modelling (BIM)
* Principal Designer services under CDM 2015 regs

The likely list of schemes, grouped by region, covered by this Procurement is given in the table below:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **North West** | **North East** | **Midlands** | **South East** | **East** | **South West** | **Yorkshire** |
| A585 Windy Harbour to Skippool Improvement | A1 Birtley to Coal House Widening | A14 Junction 10a | A31 Ringwood | A47/A11 Thickthorn Junction | A30 Chiverton - Carland Cross | M62/M606 Chain Bar |
| A5036 Princess Way - Access to Port of Liverpool | A19 Norton to Wynyard - Single Delivery | A46 Coventry Junctions Improvement | M3 Junction 9 Improvement | A47 & A12 Junctions Enhancements | A303 Sparkford to IIchester | M621 Junction 1 to 7 Improvements |
| M6 Junction 19 Improvement Option 1 - Cut Through | A1 Scotswood to North Brunton | A500 Etruria Valley | M3 Junction 10-11 Improved Slip Roads | A47 Blofield to North Burlingham Dualling | A358 Taunton to Southfields |  |
| A628 Transpennine Study |  | M42 Junction 6 Improvement | M3 Junction 12 -14 Improved Slip Roads | A47 Guyhirn Junction | M49 Avonmouth Junction |  |
| M56 New Junction 11A |  |  | M27 Southampton Junctions | A47 North Tuddenham to Easton |  |  |
|  |  |  | M271/A35 Redbridge Roundabout upgrade | A47 Wansford to Sutton |  |  |
|  |  |  | A27 Arundel Bypass | A12 Chelmsford to A120 (Junction 19 to 25) |  |  |
|  |  |  | A27 East of Lewes | A428 Black Cat to Caxton Gibbet |  |  |
|  |  |  | A27 Worthing/Lancing Improvement | M11 Junction 7 Upgrade |  |  |
|  |  |  | M2 Junction 5 Improvements |  |  |  |
|  |  |  | M25 Junction 25 Improvement |  |  |  |
|  |  |  | M25 Junction 10/A3 Wisley Interchange |  |  |  |
|  |  |  | M25 Junction 28 Improvement |  |  |  |
|  |  |  |  |  |  |  |
| A34 Technology |

Details of these schemes is contained in Annex 10.

# General Constraints on how the Consultant is to Provide the Services

## General Constraints

Project risks

The *Employer* has carried out a risk assessment of the AS14 programme and set out this analysis in a risk distribution for the programme. This analysis is included as **Annex 7**.

Following award of the contract the *Project Manager* combines the risks contained in Contract Data Part one with those in Contract Data Part two to form the first Risk Register.

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

The Consultant appoints a lead for risk management who:

* promotes a consistent approach to risk management across the framework,
* provides periodic risk management reports in the format required by the Employer.

The Consultant shares its risk registers, forecasts and final costs with other Suppliers to allow risk reduction across the regional programme.

The Consultant reports separately on their financial position regarding project and programme risk.

Environmental requirements

In Providing the Services the *Consultant* 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.

Paper for written outputs produced by the *Consultant* in connection with the contract complies with the relevant sustainable **Government Buying Standards** and is used on both sides where appropriate. *Suppliers* that have certified their products as meeting Government Buying Standards are identified on the buying solutions website [www.buyingsolutions.gov.uk](http://www.buyingsolutions.gov.uk/).

Goods purchased by the *Consultant* 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**.

## Security and identification of people

Basic Security Checks

If requested by the *Project Manager* the *Consultant* carries out basic security checks on its employees and Subconsultants before they are involved in Providing the Services. The checks are carried out in accordance with the *Employer’s* procedures.

## Equality and Diversity

The *Consultant* assists the *Employer* in the achievement of its equality and diversity requirements.

Inclusion Action Plan

The *Consultant* prepares an Inclusion Action Plan in accordance with Annex 3 and submits it to the Project Manager as part of the Commissioning Report for acceptance within four weeks of the starting date of a project

## Project Control Framework

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, updated or refined at various stages of the project life cycle. The *Consultant* will be involved in production, review and revision of the PCF products as the project life cycle evolves.

The end reviewers, including NDD and CO will be able to contribute to the *Consultant*’s Performance Indicators (PIs) on the basis of the quality of PCF products and PCF product satisfaction.

Once appointed to a scheme, the Consultant PM shall liaise with the Highways England project team to determine which PCF Stage 2 products will be prepared by the Highways England team and which by the Consultant. The list of products to be prepared by the Consultant shall form part of the Commissioning Report which is due 4 weeks after appointment.

## 

Highways England Project Governance

The Consultant provides supporting information and resources, as required to assist the Employer with the relevant PCF stage gate assessment reviews, OGC gateway reviews and Investment Authorisation processes for the scheme.

## Continual Improvement / LEAN

The *Consultant* operates processes for delivering innovation and continual improvement following the guidance in ISO 9004 and the procedures set out in Annex 4.

The Consultant shall work under the direction of the Collaborative Planning Lead which has been assigned to each project in the areas of Collaborative Planning and Lean techniques.

This will ensure a consistent approach to Collaborative Planning and sharing of best practice in this area across the AS14 Programme.

## Category Management

The requirements for category management are prescribed in the *conditions of contract*.

Category suppliers may be appointed by the *Employer* to provide design or other support services to the *Consultant*.

The appointment of any category supplier does not operate to reduce or extinguish the *Consultant’*s liability to the CPF (Collaborative Performance Framework) scores for Category Suppliers.

## Behavioural Attributes

In Providing the Services the *Consultant* performs in accordance with the *Employer’s* behavioural attributes, which are based on industry best practice and aligned with BS11000 - Collaborative Business Relationships, an established industry standard for collaboration.

The behavioural attributes are as follows;

* Collaboration
* Accountability
* Performance Improvement
* People and Relationships
* Stakeholders and Engagement

The *Consultant* takes all reasonable steps to ensure that these behavioural attributes are embedded and implemented by both direct employees and also those in the supply chain on this Package Contract.

## Insurance

The Consultant is required to have in place the Required Insurances described in the Insurance Table shown in Annex 5.

# Consultant’s Design

## Design Responsibility

The Consultant will inherit the designs and traffic modelling for the project completed at SGAR1 and progress them as needed for successful sign off at SGAR2.

The *Consultant* will receive all survey data collected during PCF Stage 1 and will undertake any additional surveys required for PCF Stage 2.

## Employer’s Design Criteria

The design of the scheme options will meet DMRB, unless a departure is agreed by PTS. Traffic Modelling will be completed to WebTAG, to be assessed by TAME.

It is obligatory for the Consultant to consider maintenance and operation at every step of the design process.

## Building Information Monitoring (BIM)

The *Consultant* Provides the Services in compliance with the Government’s Strategy for Building Information Modelling as set out in the Cabinet Office Government Construction Strategy paper dated May 2011. In summary *“….Government will require fully collaborative 3D BIM (with all project and asset information, documentation and data being electronic) as a minimum by 2016. A staged plan will be published with mandated milestones showing measurable progress at the end of each year.”*

The Consultant develops its design(s) as a complete Project Information Model, in accordance with BS1192:2007, PAS1192-2 [or current standards], and the CIC scope of services and the CIC BIM Protocol. The Consultant hosts the Project Information Model on the Common Data Environment (CDE).

The Consultant uses the verified Composite Graphical Model for the purposes of, but not limited to:

* Site utilisation planning
* 3D co-ordination
* Design reviews
* Phase planning and programme management (4D)
* Cost Interrogation and Earned Value Analysis (5D)
* Safety Improvement and Communications
* Risk Management
* Sustainability

# Completion

## Completion definition

The work to be done by the Completion Date for the whole of the services is all the work included in this contract. The completion date is the Preferred Route Announcement at the end of Stage 2.

## Drawings, specifications, software, designs, documents, reports and other data

Drawings, specifications, software, designs, documents, reports and other data submitted for the acceptance of the *Project Manager* are submitted in draft form for comment two weeksbefore the date for submission shown on the accepted programme. Following review of the document by the *Project Manager*, he will either accept it or return it to the *Consultant* with comments. Where there are comments, the *Consultant* takes appropriate action and re-submits to *the Project Manager*. The *Consultant* provides the number of draft and final copies of each submission as is required by the *Project Manager*.

## Handover between *Consultants*

If required, the *Consultant* arranges for the receipt through the *Project Manager* of all information relating to technical and site assurance services on the scheme, from the *Consultant* previously appointed as the *Employer*’s advisor for the delivery or procurement of the services or otherwise.

If required, the *Consultant* arranges for the transfer through the *Project Manager* of all information relating to technical and site assurance services on the scheme to the *Consultant* subsequently appointed as the *Employer*’s advisor for the delivery or procurement of the services or otherwise.

The information to be handed over shall include for PCF Stage 2:

* Copies of all approved reports relevant to the services prepared during the services and submitted to the Employer
* Copies of all drawings relevant to the services in appropriate electronic and in paper format prepared during the services and submitted to the Employer
* Copies of all correspondence and records of consultations and meetings relating to the services, including correspondence with the Employer and any public and private bodies and other parties, with the exception of correspondence and records which were ‘in confidence’
* All design information, background information and plans of the scheme so far developed
* Copies of all results, partial or complete of all surveys relevant to the scheme
* Copies of all relevant traffic reports partial or complete relevant to the services
* Original certificates or letters of approval concerning the development of the scheme generally where these are relevant to the services.
* List of stakeholder contacts and other relevant bodies
* Documentation relevant to the health and safety file (partial or complete).
* One-day presentation on the scheme background and technical requirements.
* All information provided for the next Supplier shall be catalogued and indexed. Electronically stored data shall be in a format capable of transfer to BIM.

The *Consultant* returns the Scope or any other material relating to the *services* to the *Employer* at the *defects date.*

# Programme

## Programme Requirements

A project programme (schedule) showing all schemes in the region will be submitted with the overall commissioning report which will show all key tasks required to complete PCF Stage 2. The programme will also show future SGAR dates including SoW and OfT taken from the programme developed during PCF stage 1. The programme will also show the critical path through the stage and report the percentage of tasks on the critical path.

## Revised Programme

The programme will be reviewed and updated monthly. Significant changes will be discussed in the monthly progress report.

# Quality Assurance

## Standards and Specifications

Except where otherwise directed, all services are to be provided in accordance with the  *Employer’s* standards and procedures current at the Contract Date or, for design services, those standards and procedures current at the time the relevant design certificate is signed.

If a standard or procedure subsequently changes, the *Consultant* complies with the revised standard or procedure if instructed to do so by the *Project Manager*.

PCF products will be produced using the set templates as a guide and will be reviewed and signed off under the PCF guidelines.

## Quality Management

The *Consultant* Provides the Services under a quality management system which complies with the *conditions of contract*.

## Quality Plan

The *Consultant* keeps a controlled copy of the Quality Plan available for inspection at all times by the *Employer,* the *Project Manager* and their representatives.

# Tests and Inspection

## Tests to be completed

No testing will be required in PCF Stage 2.

## Performance measurement

The *Project Manager* uses the current version of the Collaborative Performance Framework (CPF), in order to actively measure the *Consultant*’s performance.

The *Consultant* records performance against each of the indicators in the CPF and assists the *Employer* in the development of this measurement framework by proposing and developing ways in which improvements can be made to the framework. No changes are implemented unless agreed in writing by the *Project Manager*.

Performance Review

The *Consultant* undertakes a performance review addressing all aspects of performance on a quarterly basis, or as instructed by the *Employer*.

The *Employer* leads additional annual reviews to assess all aspects of *Consultant* performance and trends in Performance Indicators (PIs).

Staff Performance

The *Consultant* promotes individual improvement of its staff (which may include employees of

* the *Consultant*;
* any Subconsultant; or
* any supplier of the *Consultant*),

through mentoring, coaching and training.

The *Consultant* works with its staff to set individual objectives and targets that are aligned with the requirements of the specific scheme.

## 

## Defects

Following notification of a Defect, the *Consultant* submits to the *Project Manager* for acceptance the corrective and preventative action that he proposes to take to deal with the nonconformity. The *Consultant* does not take action to deal with the nonconformity until the *Project Manager* has accepted his proposals.

Within one week of the *Consultant* submitting the proposed corrective and preventative action to him for acceptance, the *Project Manager* either accepts the proposal or notifies the *Consultant* of his reason for not accepting it. A reason for not accepting the proposed action is that

* + - it does not take action required to ensure that nonconformities do not recur or
    - it does not comply with the Scope.

If the *Project Manager* does not accept the proposed action, the *Consultant* submits a revised proposal to the *Project Manager* for acceptance within one week.

The *Consultant* corrects nonconformities and takes action to eliminate the causes of actual or potential nonconformities within a time which minimises the adverse effect on the *Employer* or Others and in any event before carrying out any operation the same or similar as that in respect of which the nonconformity occurred.

The *Consultant* notifies the *Project Manager* when the proposed actions have been taken and provides with his notification verification that the defective part of the *services* has been corrected.

# Management of the work

## Management of the *services*

The *Consultant* actively manages the *services* and the integration of the *services* with activities of the *Employer* and Others involved in the delivery of schemes and programmes of work under CDF.

The *Consultant* prepares the following management plans within *4* weeks of the Contract Award Date. They will be prepared on a regional programme basis rather than individually for each scheme

* Project Management Plan
* Risk Management Plan
* Value Management Plan
* Communications Management Plan

All management plans are updated at each PCF stage.

Programme Management

The Consultant will be required to collaborate with the other supplier in the region to seek efficiencies and share knowledge and best practice.

The Highways England Programme Manager in each region will run the schemes in that region as a programme and the Consultant is expected to contribute to that aim.

## Commissioning Report

The *Consultant* submits a commissioning report to the *Project Manager* within 4 weeks of Contract Award. The commissioning report contains a summary of:

* a description of the *Consultant’s* proposed method for Providing the Services (clauses 20 and 31) as included in the first programme, or, if not yet submitted, intended to be included in the first programme;
* the *Consultant*’*s* programme (Clause 31) or, if not yet submitted, the intended first programme;
* proposals and recommendations for changes or additions to the Scope, including evidence as to why it would be advantageous to the *Employer* to make these changes or additions; and
* proposals for any Subconsultants as already submitted under Clause 26 and current intentions for future subcontracting of the services (which will still require submission under Clause 26).
* List of PCF products to be completed by the Consultant and those to be completed by the Highways England team.

The commissioning report must not contradict any of the requirements described in the *conditions of contract* or the Scope.

The *Project Manager* may ask the *Consultant* to clarify parts of the commissioning report, giving his reasons for the requested clarifications. Acceptance of the commissioning report does not change the requirements for submission and acceptance under the *conditions of contract*. Acceptance of the commissioning report does not constitute an instruction from the *Project Manager* to change the Scope.

## Communications

The *Consultant* catalogues and indexes all documents and Communications.

Provision of cost information

A Work Breakdown Structure (WBS) incorporating a cost breakdown structure is prescribed by the *Employer*. The *Consultant* submits financial information in accordance with this WBS.

Invoicing

The *Consultant* includes on his invoices the requisition number and, where appropriate, the purchase order number. The *Consultant* submits with each invoice such records as the *Employer* requires, including weekly timesheets and details of expenses.

Data Collection System

The *Consultant* properly captures all costs within a data collection system specified by the *Employer* for use on the scheme in respect of applications for payment.

If the *Employer*’s minimum requirements for the *Consultant’*s data collection system are not met, the *Consultant* shall be required to effect such modifications or enhancements to its own data collection system, or those of its supply chain, as are required, to meet the *Employer’s* requirements. Any investment costs associated with implementing such enhancements shall be borne totally by the *Consultant* or its Subconsultants and not charged back to the *Employer*.

If at any point the *Employer’s* minimum requirements for data collection systems are not being met and consequently the *Employer* has a valid concern with the financial controls being operated by the *Consultant* or its supply chain, the *Employer* shall give formal notice to the *Consultant* and all payments due to the *Consultant* will be reduced until the matter is rectified to the *Employer’s* satisfaction.

Provision of electronic documents and data

If information is to be exchanged electronically, the *Consultant* complies with the *Employer’s* procedures for safeguarding the connection and the format of transmitted data.

Electronically stored data is provided in a format capable of transfer to readily available equipment in general use.

## Information systems

The *Consultant* complies with the *Employer*’s information systems requirements.

## Information security

The *Consultant* collects the following Personal Data on behalf of the *Employer*:

* contact details of people involved as *key persons* and stakeholders

When processing personal data on behalf of the *Employer*, the *Consultant* complies with the following requirements.

The *Consultant* complies with the Employer’s security policy set out in the documents "Statement of Highways England IT Security Policy" and Chief Information Officer Memos 01/09, 05/08 and 04/08

The *Consultant* prepares a robust Information Security Plan complying with the *Employer*’s security policy and submits it to the *Project Manager* for acceptance. The *Consultant* 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;
* provide for disaster recovery, and in particular ensure that the Personal Data is safely backed-up; and
* provide for the vetting of its employees and Subconsultants’ staff in accordance with the Employer’s Personnel Security Standard set out in Annex 1 of the Scope.

The *Consultant* provides training for its employees and Subconsultants in accordance with the *Employer*'s security policy and the security plan.

The *Consultant* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Services. The *Consultant* implements measures to prevent the disclosure of such information by his employees or Subconsultants.

On Completion or earlier termination, the *Consultant* gives to the *Project Manager* all personal data held by them and destroys electronic and paper copies of such data in a secure manner.

Data Handling Requirements

The *Consultant* complies with the *Employer*’s Data Handling policy when working on the *Employer*’s systems or handling the *Employer*’s data.

A system on which the *Consultant* holds any *Employer*’s data, including back-up data, is a secure system that complies with the Security Policy.

If the *Employer*’s data is corrupted, lost, stolen or sufficiently degraded as a result of the *Consultant*'s default so as to be unusable, the *Consultant* immediately reports this to the *Employer*. The *Employer* may:

* require the *Consultant* (at the *Consultant*'s expense) to restore or procure the restoration of *Employer*’s data to the extent and in accordance with the requirements specified; and/or
* itself restore or procure the restoration of *Employer*’s data, and shall be repaid by the *Consultant* any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified.

## Meetings

The *Consultant* attends all meetings arranged by the *Employer* for the discussion of matters connected with the performance of the *services*. A “Routine Meetings Schedule” is included at Annex 9.

The Consultant prepares the agenda for all meetings and forwards it to the Project Manager at least two working days prior to the meeting.

The Consultant prepares short notes of meetings with actions/owners and formally issues to the Employer within 5 days of each meeting.

Progress Meetings

Following the award of the contract, the *Consultant* convenes and attends monthly progress meetings with the *Project Manager*.

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

The *Consultant* prepares and issues minutes of the meeting to the *Employer* for acceptance within five (5) working days of the date of the meeting. The minutes include an abbreviated action list with assigned responsibilities.

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

* Progress report for period covered by meeting;
* Information related to project performance indicators;
* Programme for next reporting period;
* Actual start dates of activities commenced since the previous updates and reasons for any changes from the approved Scheme programme;
* Actual completion dates of activities completed since the previous update and reasons for any changes from the approved Scheme programme;
* The anticipated time for completion, in working days, for activities in hand;
* Any change requested by the *Consultant* to the programmed completion date and the reasons for any change;
* Proposals for retrieving of any slippage to the approved scheme programme;
* Design issues;
* Certificate status;
* Confirmation of scheme costs estimate and budget forecast;
* Payment schedule – agreement of compensation events;
* Insurance related issues;
* Subconsultants;
* Quality matters;
* Safety CDM issues;
* Risk register; and
* Media community liaison, publicity and advertising matters

## Reporting

The Consultant shall also prepare, or contribute to the preparation of the monthly scheme dashboard to timescales agreed with the Highways England Project Manager on a scheme by scheme basis.

## Personnel

The *Consultant* complies with the Employer’s Personnel security Procedures set out in the CDF Framework Annex 1.

## Public communications

The *Consultant* discusses and seeks approval from the *Employer* before any corporate communications or publicity activity is undertaken by the *Consultant* on behalf of the *Employer*.

The *Consultant* keeps the *Employer* informed of any significant community issues and any public meetings being held to discuss major projects issues.

The *Consultant* liaises with the *Employer* before accepting any invitations to appear at public meetings or events related to work being undertaken on behalf of the *Employer*.

Where required, the *Consultant* works with the *Employer* to create specific communication plans. The objectives and outcomes of the plan(s) are set by the *Employer.*

The *Consultant:*

* Populates and maintains a stakeholder management tracker, to set out and record engagement and progress with key stakeholder groups for all major schemes; and
* is committed to regular and open communication with the *Employer* and its internal / external stakeholders.

Branding, Marketing, and Publicity

The *Consultant* complies with ‘The Highways England visual identity specifications’.

* Highways England visual identity specifications: What you need to know’;
* ‘Writing with style: The Highways England tone of voice and style guide’

The *Employer*’s branding is present on all scheme-related materials.

The *Consultant* assists with regular information updates for the *Employer*’s websites. The *Consultant* does not set up independent websites or develop independent logos or branding for the *Employer*’s major projects.

The *Consultant* undertakes information and communications activity as is required, while observing any spending or operational restrictions in force at that time.

The *Consultant* agrees the extent of communication and publicity with the *Project Manager*, through the development of agreed programme / scheme communication plans.

Programme /scheme communication plans make use of existing approved material, so far as is practicable.

# Working with the Employer and Others

The *Consultant* 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*.

## Coordination

The *Consultant* co‑operates with other Suppliers in obtaining and providing information which they need in connection with work under the Framework.

The *Consultant* complies with the special requirements of the all Statutory Bodies identified in the Communications plan for allocated projects within this commission.

The *Consultant* considers joint approaches to Network Delivery & Development (NDD) / Traffic Management Directorate (TMD) with schemes in the same region, wherever possible.

The *Consultant* provides a programme to NDD and TMD senior users of their Stage Gate Review (SGAR) and PCF timescales.

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

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

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

# Services and other things to be provided

Not applicable to this procurement.

# Health and safety

## Health & Safety Requirements

The *Consultant* operates an occupational health management system in line with the requirements of HSE's construction occupational health management model.

The *Consultant* and the *Employer* notify each other of any known special health and safety hazards which may affect the performance of the *services*. The *Consultant* informs and instructs people employed by him on the hazards and any necessary associated safety measures.

The *Consultant* reports to the *Employer* any accidents to people employed by the *Consultant* which require to be reported in accordance with relevant health and safety legislation.

Employer’s Health and Safety Requirements

The *Consultant* embraces and contributes to the Highways England’s Health and Safety 5 Year Plan.

The *Consultant* complies with the *Employer’*s rules, regulations, health and safety policies and any safety and security instructions notified to the *Consultant*

The *Consultant* complies with the minimum requirements specified in the Highways England’s ‘raising the bar’ guidance.

12.2 Legal Requirements

The Employer appoints the Consultant to act as principal designer for the purposes of the Construction (Design and Management) Regulations 2015. The Consultant provides information to the Project Manager to demonstrate that individuals proposed for appointment to carry out the duties of the principal designer skills, knowledge and experience meet the requirements given in the Health and Safety Executive's guidance on regulations (L153), "Managing Health and Safety in Construction".

# Subcontracting

## Restrictions of requirements for subcontracting

The *Consultant* obtains a minimum of 3 competitive quotations for the appointment of any Subconsultant or supplier

The *Consultant* provides full visibility to the *Project Manager* of the procurement process for the selection of any Subconsultant or supplier.

# Acceptance or procurement procedure (Options C and E)

No special acceptance or procurement procedures required

# Accounts and records (Options C and E)

Accounts and records should be maintained as per Clause Z8 of the Contract.

# [Parent Company Guarantee

The form of parent company guarantee is set out in Annex 2.

# Low performance damages *[Not used]*

# Employer’s Work Specifications & Drawings

## Employer’s work specification

The work specification is contained in the Specification detailed below.

Specification

The Specification is the ‘Specification for Highway Works’ current at the Contract Date, published by TSO (formerly HMSO) as Volume 1 of the Manual of Contract Documents for Highway Works, as modified and extended by the following:

(i) Appendix 0/1: Contract-specific Additional, Substitute and Cancelled Clauses, Tables and Figures;

(ii) Appendix 0/2: Contract-specific minor alterations to existing Clauses, Tables and Figures;

(iii) The Numbered Appendices listed in Appendix 0/3.

Insofar as any of the Numbered Appendices may conflict or be inconsistent with any provision of the Specification for Highway Works the Numbered Appendices shall always prevail.

Any reference in the contract to a Clause number or Appendix 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 services which are not required to Provide the Services, it shall be deemed not to apply.

Any Appendix referred to in the Specification which is not used shall be deemed not to apply.

## Drawings

The Drawings are listed in Appendix 0/4 of the Specification.

# Annex 1 BASELINE Personnel Security Standard

NOTE: the terms used in this Baseline Personnel Security Standard mean the following under this contract:

for “Contract Manager” read Highways England Project Sponsor;

for “Company Liaison” read *Consultant*; and

for “contractors, consultants, and temporary employment agency staff” read *Consultant* staff.

**STAGE 1 – VERIFICATION RECORD (Appendix A)**

**To be read by the Contract Manager and the applicant**

1. For contractors, consultants, and temporary employment agency staff applying to work in Highways England offices, proof of identity must be confirmed.
2. There is no definitive list of identifying documents, but those taken from the list at Appendix E should provide adequate proof of identity:
3. Only original documents must be submitted. ***Under no circumstances must photocopies of the above documents be accepted****.*
4. The Company Liaison must assess whether the documentation provided is acceptable. If only one document is available, try to ensure it includes a photo of the applicant. If the applicant does not have acceptable photo ID, ask them to provide at least two other documents from the list.
5. In some cases, particularly where young applicants are concerned, such documents may not be available. Where this appears to be a genuine problem, the applicant must supply a passport-sized photo, endorsed on the back with the signature of someone of some standing in the applicant’s community, e.g. a JP, Doctor, Clergyman Teacher etc. The signatory should have known the applicant for a minimum of three years. The photo must be accompanied by a signed statement from the signatory giving their full name, address and phone number and confirming the period they have known the applicant.
6. References obtained at Stage 2 of this process (see below) may also be used to provide proof of identity.

**To be read by the Contract Manager**

1. You must check that the signatures on the photo and the statement match. In cases of doubt, the signatory should be contacted to confirm that they did complete the statement and that they have known the applicant for the period of time stated.
2. When checking documentation you should bear in mind that a small proportion of individuals may not be who they say they are. There can be a number of reasons for such deception including:-
   1. concealment of a criminal record;
   2. illegal immigration;
   3. concealment of identity for the purposes of terrorism or espionage, and
   4. DSS fraud.

Any of the above could cause someone to act improperly whilst in employment (e.g. commit theft or fraud; breach rules of confidentiality; provide false documents for others; threaten the safety and well-being of staff and members of the public). It is thus of considerable importance that care is taken to check documents thoroughly.

1. There are a number of simple steps which can be taken to verify the documents produced:-
   1. examine the documents to make sure they are originals (modern photocopiers produce excellent results), comparing them where possible with other examples you may have to hand;
   2. check, as far as possible, that the paper and typeface are similar to any others you may have to hand, or may have examined recently and that the watermark, where appropriate is present (passports and driving licences invariably contain a watermark);
   3. examine the documents for alterations or signs that the photograph and/or signature have been removed and replaced.
   4. check that any signature on the documents tallies with other examples in your possession and, if practicable, ask the prospective employee to sign something in your presence; and
   5. check that details given on the documents before you correspond with what you already know about the individual.
2. You should also note the date of issue of the documents presented to you. Particular care should be taken where documents are recently issued, especially if all the documents available to you are new and there is little referee coverage (see below).
3. Other means of checking documentation may be available to you and they should not be neglected. For example, adequate referee coverage can provide a high level of assurance, (see paragraph 2 above).
4. If, having examined the information available to you, there remain doubts about the identity of a prospective applicant, the matter should be referred to the Highways England Security team for advice. In no circumstances should you confront the applicant without obtaining the prior agreement of the Highways England Security Team.

**STAGE 2 – REFERENCES (Appendix B)**

1. For a current employee who has been with your company for the past three years or more, and whose conduct has proved satisfactory, references may be replaced by a letter from your Company, signed by a Director or the head of your Personnel department, to that effect.
2. For employees with less than three years employment with your company, personnel record and line management checks must be made as above and details of employment history from outside the company must be obtained sufficient to complete the three year period. These should be from the applicant’s previous employer; failing that, their place of full-time education (school, college or university) or the armed forces if they were serving. Only when these avenues of inquiry have been exhausted should references be sought from personal acquaintances. Family members (including in-laws) are not suitable for references.
3. To ensure that the right questions are addressed about the applicant’s integrity and to minimise the workload on the referees and hence increase the probability of obtaining a reply in good time, references should be sought using the Employment History\Reference Report form (Appendix B).
4. References can provide a high level of assurance, particularly where the reference is given by a reputable organisation or by someone known to your Company. However, reasonable steps should be taken to ensure that the reference is genuine. Written references should be treated with care and, where possible, followed up directly with the individual(s) concerned, particularly where the reference is less than convincing (e.g. on poor quality paper or containing spelling or grammatical errors).
5. Where someone, particularly a young person, has difficulty in providing both evidence of identity and adequate referee coverage, it may be appropriate to obtain both from the same person.
6. Employment history should be obtained from previous employers. Where this is not possible because the applicant has been unemployed for any reason, or his previous employer is no longer in business, a second personal reference (see below) must be obtained. This will not be necessary in cases where the period involved is less than six months. Where an applicant has been in full time education during the period, details of that education must be sought from the relevant school or other academic institution. In cases where the applicant has served in the armed forces or Civil Service during the past three years, employment history should be sought from previous line managers named by the applicant and not from the Service or Department.
7. Where a reference is sought from a personal referee named by the applicant, ideally such a referee should be of professional standing e.g. solicitor, civil servant, teacher, accountant, bank manager, doctor, officer of the armed forces. However applicants should be advised to nominate such a person only when their personal knowledge of the applicant is likely to be sufficient to allow them to provide a considered reference. Where the applicant is unable to nominate such a person, then references should be obtained from personal acquaintances, who are not related or involved in any financial arrangements with the applicant.
8. If an individual has been overseas for a period greater than six months during the last three years, every effort must be made to obtain a reference from the overseas employer.
9. Where necessary, references may be obtained by telephone but must still be recorded on the standard form, together with identifying details of the referee and the person obtaining the reference. The fact that the reference has been obtained by telephone must also be recorded.

**STAGE 3 - NATIONALITY CHECK AND THE RIGHT TO WORK IN THE UK (Appendix C)**

1. It is important that both the individuals’ nationality and either their National Insurance or (if they are not UK or EU citizens) their Home Office Work Permit number is checked and recorded on Part 2 of the account application form.

You should ask potential employees to produce one of:

* 1. A UK passport describing the person as a British citizen or citizen of the UK and colonies with the right of abode in the UK.
  2. A passport with a certificate of entitlement issued by the UK with the right of abode in the UK.
  3. A passport or ID card issued by European Economic Area (EEA) State, or State with an agreement forming part of the Communities Treaties (e.g. Switzerland) and which describes the holder as a citizen.
  4. An EEA registration certificate, permanent residence document or (permanent) residence card, or EEA residence permit. (Swiss nationals are treated as EEA nationals for these purposes.)
  5. A passport or travel document endorsed to show they are exempt from immigration controls, with indefinite leave to enter or stay in the UK, or no time limit on the stay.
  6. A passport or other travel document endorsed to show that the holder has current leave to enter or remain in the UK and is permitted to take the employment in question (provided that it does not require the issue of a work permit).
  7. An Application Registration Card (ARC) which indicates that the holder is entitled to take employment in the UK.

**Or you can ask the potential employee to:**

Produce a document issued by a previous employer, Inland Revenue, Department for Work and Pensions’ Jobcentre Plus, the Employment Service, the Training and Employment Agency (Northern Ireland) or the Northern Ireland Social Security Agency, which contains the national insurance number of the person named in the document .

**And** **one of the following**

A full UK birth certificate which specifies the names of the holder’s parents.

A birth certificate issued in the Channel Islands, the Isle of Man or Ireland.

A certificate of registration or naturalisation as a British citizen.

A letter issued by the Home Office, to the holder, which indicates that the person named in it has been granted indefinite leave to enter, or remain in, the UK.

An Immigration Status Document issued by the Home Office, to the holder, endorsed with a UK Residence Permit, which indicates that the holder has been granted indefinite leave to enter, or remain in, the UK.

A letter issued by the Home Office, to the holder, which indicates that the person named in it has subsisting leave to enter, or remain in, the UK and is entitled to take the employment in question in the UK.

An Immigration Status Document issued by the Home Office, to the holder, endorsed with a UK Residence Permit, which indicates that the holder has been granted leave to enter, or remain in, the UK and is entitled to take the employment in question in the UK.

**Or you can ask the potential employee for:**

A work permit or other approval issued by Work Permits UK **and** a passport or other travel document endorsed to show that the holder has current leave to enter or remain in the UK and is permitted to take the work permit employment in question, or a letter issued by the Home Office to the holder confirming the same

Photocopy or scan and save to a ’read only’ format:

The front cover and pages with details of identity, expiry date and the information/endorsements which establish the nationality and/or immigration status of the potential employee.

All other documents must be photocopied or scanned in their entirety using this software so that the information is recorded.

You must be satisfied that each document produced relates to your potential employee, including a consistent relationship between their date of birth and photo and the person’s appearance.

**STAGE 4 - CRIMINAL RECORD DECLARATION (Appendix D)**

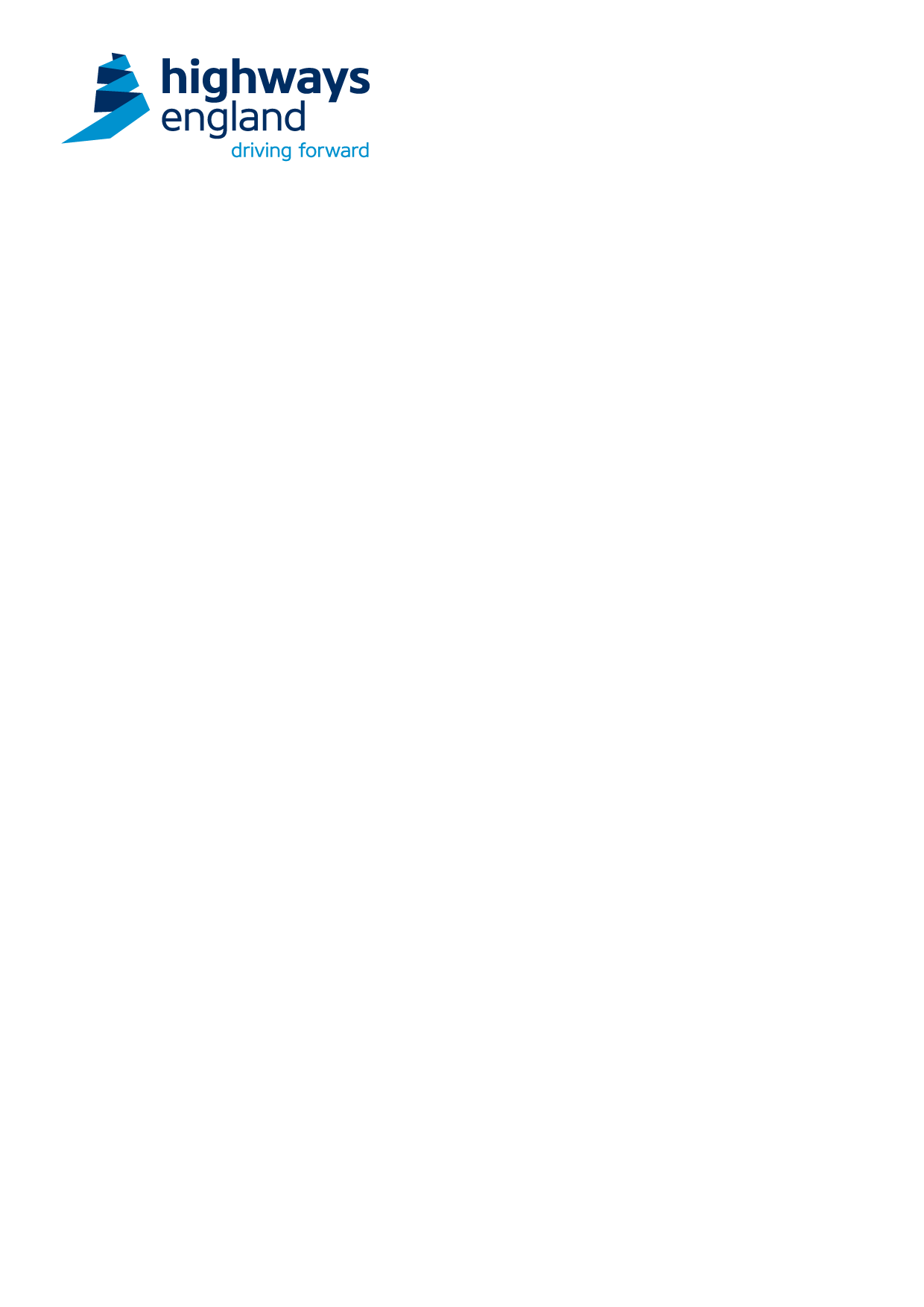
1. Applicants are required to make a self-declaration of any unspent criminal convictions they may have, using the Part 3 of the application form. Individuals must be advised that they are not obliged to reveal the information on the Criminal Record Declaration to you. If they do not wish to do so, the form should be returned to the *Employer* in a sealed envelope.

Note: Under the provisions of the Rehabilitation of Offenders Act (1974), certain convictions are deemed to be “spent” after a given period of time if an offender remains free of convictions during that period. Persons rehabilitated under the Act are not, in general, required to disclose spent convictions and their careers cannot normally be prejudiced by a failure to declare such convictions.

1. The completed application form, together with the original references and the Criminal Record Declaration should be passed to the Highways England Security Team. The Criminal Record Declaration may be sent in a sealed envelope if the person so chooses. Original documents, such as passports and birth certificates, or copies of those documents, used to verify identity should not be sent to Highways England: nor are any copies required of these documents. Providing that the details on the form and the references are satisfactory, the Highways England Security Team will, by countersigning the completed form, indicate that the subject is approved for access to the Highways England system, and for working on Highways England property.

**FOLLOW-UP ACTION**

1. If any potential applicants are to be provided by your subcontractor(s), then the subcontractor should be made responsible for obtaining the necessary documentation, in accordance with the above procedures and passing the papers for assessment and approval to you. A copy of the papers, countersigned by you, should be forwarded to the Highways England Security Team.
2. If an employee, who has previously been subject to a Baseline Personnel Standard Security check, leaves your company and subsequently rejoins, the original check authorisation may be re-established if the period between leaving and rejoining does not exceed twelve months. If the period does exceed twelve months then the normal check references must be sought for the period since the employee left the company, and a new Criminal Record Declaration obtained.
3. The documentation associated with a Baseline Personnel Security Standard check should be retained by your company for a period of twelve months after the subject has ceased to be employed.



## Baseline Personnel Security Standard Appendix A

Verification Record

**1. Employee/Applicant details**

Surname:…………………………………. Forenames:……………………………………………….

Address:…………………………………………………………........................................................

………………………………….……………….……..................... Tel No:………..………………...

Date of birth:…………………………… Place of birth:………...…………………………………….

Nationality:……………………………… Former or dual nationality:……………………………….

(with dates if applicable)

**2. Certification of identity**

Document: Date of issue:

a………………………………………………………………. ………………………………………...

b………………………………………………………………. ………………………………………...

c………………………………………………………………. ………………………………………...

d………………………………………………………………. ………………………………………...

**3. Employment History (past 3 years)**

***Please include any gaps in employment.***

***Describe any overseas employment / travel within the past 3 years.***

**4. References (if taken)**

a.Referee:…………………………………… Relationship:…………………………………………..

Address:…………………………………………………………………………………………………..

……………………………………………………………….. Length of association:………………...

b.Referee:…………………………………… Relationship:…………………………………………..

Address:…………………………………………………………………………………………………..

……………………………………………………………….. Length of association:………………...

c. Referee:…………………………………… Relationship:…………………………………………..

Address:…………………………………………………………………………………………………..

……………………………………………………………….. Length of association:………………...

**5. Other information** (i.e. verification of nationality and immigration status; unspent criminal record declaration and independent verification via Disclosure Scotland (where undertaken); academic certificates seen; additional checks carried out; etc):

***I certify that in accordance with the requirements of the Baseline Personnel Security Standard:***

***I have personally examined the documents listed at 2 above and have satisfactorily established the identity of the above named employee/applicant.***

***I have obtained the references (if taken) and information listed at 3 and 4 above and can confirm that these satisfy the requirements.***

**Name:…………………………………………………………………………………………………….**

**Appointment/Post:……………………………………………………………………………………..**

**Signature:…………………………………………………… Date:…………………………………..**

**Important: Data Protection Act (1998).** This form contains “personal” data as defined by the Data Protection Act 1998. It has been supplied to the appropriate HR or Security authority exclusively for the purpose of the Baseline Personnel Security Standard. The HR or Security authority must protect the information provided and ensure that it is not passed to anyone who is not authorised to see it.

**Appointment/Post:……………………………………………………………………………………..**

**Signature:…………………………………………………… Date:…………………………………..**

Additional Notes:

Company Name and Address (Stamp if applicable):

## 

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EMPLOYMENT HISTORY/REFERENCE REPORT FORM

*(The draft covering letter shown below may be used together with the Baseline Personnel Security Standard Employment History / Reference Report Form overleaf. Alternatively, organisations may wish to include the Report Form with their normal letter requesting employment history / references.)*

Dear [ ],

**SUBJECT:**

You may be aware that we are required to verify employment history / seek references to help confirm the reliability of persons who may have access to certain classes of Government material. The person named above who (is an employee of) / (has applied for employment with) this organisation comes within the terms of this procedure.

S/he has given us your name as a (previous employer) / (personal acquaintance willing to give such a reference). It would be appreciated, therefore, if you would be good enough to let us have (confirmation (with dates) of his/her employment with you) / (any information about him/her which you think may help us in assessing his/her reliability) by completing the attached Report Form and returning it to us by no later than [insert date]. Your reply will be treated in the strictest confidence.

Your cooperation and understanding in this matter will be greatly appreciated.

Yours sincerely,

[Signed]

**SUBJECT:**

**1. How long did the subject work for you and in what capacity?**

From:……………………………………….............. To:………………………………………………

Capacity (i.e. appointment/post): ……………………………………………………………………...

**2. Are you related to the subject? If so, please state your relationship.**

……………………………………………………………………………………………………………..

**3. Over what period have you known the subject?**

From:……………………………………….............. To:………………………………………………

**4. Please state the nature and depth of your acquaintance:**

……………………………………………………………………………………………………………..

**5. Do you believe the subject to be strictly honest, conscientious and discreet?**

……………………………………………………………………………………………………………..

**6. Do you know of any factor concerning the subject which might cause his/her fitness for employment on sensitive work to be questioned? If so, please give details.**

*(Among the factors which are relevant are; significant financial difficulties, abuse of alcohol or drugs, an extravagant mode of living or signs of mental or physical illness which may impair judgement or reliability.)*

……………………………………………………………………………………………………………..

*The above answers are correct to the best of my knowledge and belief.*

Name:……………………………………………………………………………………………………..

Signature:…………………………………………………………… Date:……………………………

Contact address:…………………………………………………………………………………………

…………………………………………………………………………. Tel No:……………………….

Email:……………………………………………………………………………………………………..

To avoid difficulties in relation to the Disability Discrimination Act 1995, departments and agencies should note that in the case of mental or physical illness there will need to be a proper assessment of whether the person’s condition genuinely is a barrier to carrying out the role in question. It is very important to avoid assumptions about the effects which a particular condition (e.g. depression) may have on a person’s ability to carry out their job.

Company Name and Address (Stamp if applicable):

**Important: Data Protection Act (1998).** This form contains “personal” data as defined by the Data Protection Act 1998. It has been supplied to the appropriate HR or Security authority exclusively for the purpose of the Baseline Personnel Security Standard. The HR or Security authority must protect the information provided and ensure that it is not passed to anyone who is not authorised to see it.

## 

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Nationality and Immigration Status form

**Note: If you are appointed, documentary evidence will be sought to confirm your answers. Your answers may, additionally, be checked against UK immigration and nationality records.**

Full name:……………………………………………………………………….............…..

Alias(es)/Other name(s) used:……………………………………………………………….

………………………………………………………………………………………………….

Date of birth: ………………………………………… Male or Female:…………………..

Current/last known address:……………………………………………………………….

………………………………………………………………………………….………………

………………………………………………………………………………….………………

…………………………………………………………………………………………………

Nationality at birth:……………………………………………………………………………

Present nationality (if different):…………………………………………………………….

Have you ever possessed any other nationality or citizenship? YES/NO

If YES, please specify:………………………………………………….………………..

…………………………………………………………………………………………………

Are you subject to immigration control? YES/NO

If YES, please specify:…………………………………………………….………………..

Are you lawfully resident in the UK? YES/NO

Are there any restrictions on your continued residence in the UK? YES/NO

If YES, please specify:.…………………………………………………….……………….

…………………………………………………………………………………………………

Are there any restrictions on your continued freedom to take employment in the UK? YES/NO

If YES, please specify:

……………………………………………………………………………….………………..

…………………………………………………………………………………………………

If applicable, please state you Home Office / Port reference number here: …………………………………………………………………………………………………

**Declaration:** I undertake to notify any material changes in the information I have given above to the HR or Security branch concerned.

Signature:……………………………………………………………………………………..

Date: …………………………………………………………………………………………..

**Important: Data Protection Act (1998).** This form asks you to supply “personal” data as defined by the Data Protection Act 1998. You will be supplying this data to the appropriate HR or Security authority where it will be processed exclusively for the purpose of a check against the UK’s immigration and nationality records. The HR or Security authority will protect the information which you provide and will ensure that it is not passed to anyone who is not authorised to see it.

By signing the declaration on this form, you are explicitly consenting for the data you provide to be processed in the manner described above. If you have any concerns, about any of the questions or what we will do with the information you provide, please contact the person who issued this form for further information.

For official use only:

Reference:

(Organisation stamp)

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## Baseline Personnel Security Standard Appendix D

CRIMINAL RECORD DECLARATION FORM

**Note: If you are appointed, a check against the National Collection of Criminal Records may be undertaken and documentary evidence sought to confirm your answers.**

*The company named at the bottom of this form has Government contracts, some or all of which require it to hold material or information which is the property of the Government. The company has a duty to protect these assets while in its possession and this obligation extends to its employees and agents. Since you are or may become such a person please complete the following sections:*

Surname:………………………………………………………………………………………

Full forenames:…………………………...........................................................................

Full permanent address:…………………………………………………….........................

………………………………………………………………………………………………….

……………………………….……………………….. Date of birth:………………………..

1. Have you ever been convicted or found guilty by a Court of any offence in any country (excluding parking but including all motoring offences even where a spot fine has been administered by the police) or have you ever been put on probation (probation orders are now called community rehabilitation orders) or absolutely/conditionally discharged or bound over after being charged with any offence or is there any action pending against you? You need not declare convictions which are “spent” under the Rehabilitation of Offenders Act (1974).

YES / NO (delete whichever is not appropriate) *(If yes, please give details overleaf)*

2. Have you ever been convicted by a Court Martial or sentenced to detention or dismissal whilst serving in the Armed Forces of the UK or any Commonwealth or foreign country? You need not declare convictions which are “spent under the Rehabilitation of Offenders Act (1974).

YES / NO (delete whichever is not appropriate) *(If yes, please give details overleaf)*

3. Do you know of any other matters in your background which might cause your reliability or suitability to have access to government assets to be called into question?

YES / NO (delete whichever is not appropriate) *(If yes, please give details below)*

If you answered ‘YES’ to any of the questions on this form, please give details below.

I declare that the information I have given on this form is true and complete to the best of my knowledge and belief. In addition, I understand that any false information or deliberate omission in the information I have given on this form may disqualify me for employment in connection with Government contracts.

Signature:……………………………………………………… Date:……………………….

The information you have given above will be treated in strict confidence. You do not need to show the completed form to any representative of the company. If you wish, you may place the completed form in a sealed envelope, sign your name across the flap and return it to the company. The company will then forward it to the Government department concerned.

**Important: Data Protection Act (1998).** This form asks you to supply “personal” data as defined by the Data Protection Act 1998. You will be supplying this data to the appropriate HR or Security authority where it may be processed exclusively for the purpose of a check against the National Collection of Criminal Records. The HR or Security authority will protect the information which you provide and will ensure that it is not passed to anyone who is not authorised to see it.

By signing the declaration on this form, you are explicitly consenting for the data you provide to be processed in the manner described above. If you have any concerns, about any of the questions or what we will do with the information you provide, please contact the person who issued this form for further information.

Name and address of Sponsoring Company:

## 

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## Baseline Personnel Security Standard Appendix E

**Verification of Identity Examples of Permissible Documents**

|  |  |
| --- | --- |
| **Document type** | **Obtained** |
| Current signed full passport, National ID Card and/or other documentation relating to immigration status and permission to work (see further guidance in the ‘verification of nationality and immigration status’ section of this paper). |  |
| Current UK photocard driving licence. |  |
| Current full UK driving licence (old version). |  |
| Current benefit book or card or original notification letter from the DWP confirming the right to benefit. |  |
| Building industry subcontractor’s certificate issued by HMRC. |  |
| Recent HMRC tax notification. |  |
| Current firearms certificate. |  |
| Birth certificate. |  |
| Adoption certificate. |  |
| Marriage certificate. |  |
| Divorce or annulment papers. |  |
| Gender recognition certificate. |  |
| Police registration document. |  |
| HM Forces identity card. |  |
| Proof of residence from a financial institution. |  |
| Record of home visit **\***. |  |
| Confirmation from an Electoral Register search that a person of that name lives at that address \*. |  |
| Recent original utility bill or certificate from a utility company confirming the arrangement to pay for the services at a fixed address on prepayment terms \*. |  |
| Local authority tax bill (valid for current year) \*. |  |
| Bank, building society or credit union statement or passbook containing current address \*. |  |
| Recent original mortgage statement from a recognised lender \*. |  |
| Current local council rent card or tenancy agreement \*. |  |
| Court order \*. |  |

Note that not all documents are of equal value. The ideal is a document that is:

* issued by a trustworthy and reliable source
* difficult to forge
* has been dated
* is current
* contains the owner’s name, photograph and signature
* itself requires some evidence of identity before being issued (e.g. a passport)

Example documents marked with an **\*** should be recent (at least one should be within the last six months unless there is good reason why not) and should contain the name and address of the registrant.

# Annex 2 Form of Parent Company Guarantee

DATED

|  |
| --- |
| HIGHWAYS ENGLAND COMPANY LIMITED  as Employer  [●]  as Guarantor |
| PARENT COMPANY GUARANTEE  relating to a [framework/term] contract for the provision of  consultancy services in respect of [                              ] |

**DATED [●]**

**PARTIES**

1. **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ (the “**Employer**”)
2. [●] (company no [●]) whose registered office is at [●] (the “**Guarantor**”)

**BACKGROUND**

1. By the Contract, the Employer has employed the Consultant to provide the Services.
2. The Guarantor is the ultimate parent company of the Consultant.
3. The Guarantor has agreed to guarantee the due performance by the Consultant of his obligations under the Contract in the manner set out in this deed.

**OPERATIVE PROVISIONS**

1. Definitions and interpretation
   1. Unless the contrary intention appears, the following definitions apply:
2. “Contract” means the contract dated [●] between the Employer (1) and the Consultant (2) under which the Consultant has agreed to provide the Services.
3. “Consultant” means [●] (company no [●]) whose registered office is at [●].

“Insolvency Event” means the Consultant 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) 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 Consultant other than a solvent liquidation or reorganisation of the Consultant;

(b) a composition, assignment or arrangement with any creditor of the Consultant;

(c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Consultant or any of its assets; or

(d) enforcement of any security over any assets of the Consultant,

or any analogous procedure or step is taken in any jurisdiction.

1. “Services” means the services to be provided by the Consultant pursuant to the Contract.
   1. The clause headings in this deed are for the convenience of the parties only and do not affect its interpretation.
   2. Words importing the singular meaning include the plural meaning and vice versa.
   3. Words denoting the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably.
   4. References in this deed to a clause are to a clause of this deed.
   5. References in this deed to any statute or statutory instrument include and refer to any statutory amendment or re-enactment for the time being in force.
2. Guarantee
   1. In consideration of the Employer agreeing to enter into the Contract with the Consultant, the Guarantor irrevocably and unconditionally guarantees and undertakes to the Employer that:
3. the Consultant will perform and observe all his obligations under the Contract at the times and in the manner provided in the Contract; and
4. in the event of any breach of such obligations by the Consultant, the Guarantor shall procure that the Consultant makes good the breach or otherwise cause it to be made good and shall indemnify 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.
   1. The Guarantor shall also indemnify the Employer against:
5. any 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
6. any loss or liability suffered or incurred by the Employer if any of the obligations of the Consultant under the Contract is or becomes illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable.
   1. 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 Consultant in an action under the Contract shall likewise be available to the Guarantor in a corresponding action under this deed.
7. Guarantor’s liability
   1. The obligations of the Guarantor under this deed are in addition to and independent of any other security which the Employer may at any time hold in respect of the Consultant’s obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.
   2. The obligations of the Guarantor under this deed are in addition to and not in substitution for any rights or remedies that the Employer may have against the Consultant under the Contract or at law.
   3. The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:
8. an Insolvency Event;
9. any change in the constitution, status, function, control or ownership of the Consultant or any legal limitation, disability or incapacity relating to the Consultant or any other person;
10. the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
11. any time given, waiver, forbearance, compromise or other indulgence shown by the Employer to the Consultant;
12. 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;
13. the giving by the Consultant of any security or the release, modification or exchange of any such security or the liability of any person; or
14. 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,
    1. 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.
    2. Any decision of an adjudicator, expert, arbitral tribunal or court in respect of or in connection with the Contract and any settlement or arrangement made between the Employer and the Consultant shall be binding on the Guarantor.
15. Variations to the Contract
    1. The Guarantor authorises the Consultant 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.
16. Liquidation/DEtermination
    1. The Guarantor covenants with the Employer that:
17. if a liquidator is appointed in respect of the Consultant and the liquidator disclaims the Contract; or
18. if the Consultant’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.

1. Waiver
   1. 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 Consultant before proceeding against the Guarantor under this deed.
2. Rights of Guarantor against Consultant
   1. The Guarantor shall not by any means or on any ground seek to recover from the Consultant (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 Consultant to the Employer. If the Guarantor shall receive any monies from the Consultant 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 remains liable or contingently liable under this deed.
3. Continuing guarantee
   1. The terms of this deed are a continuing guarantee and shall remain in full force and effect until each part of every obligation of the Consultant under the Contract has been performed and observed and until each and every liability of the Consultant under the Contract has been satisfied in full.
4. Third party rights
   1. 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.
5. Notices
   1. 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).
6. Governing law
   1. 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]** acting by [*name of director*] in the presence of:  Name of witness:  Signature of witness:  Address:  Occupation: | Director |

# 

# Annex 3 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. The *Employer* 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/PI’s) – what will success look like

| **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 |  |  | | |  |  | |  | |  |

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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **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 |  |  |  |  |  |  |

# Annex 4 Continual Improvement

Purpose and Scope

This sets out the *Employer’s* minimum requirements in relation to the *Consultant’s* innovation and continual improvement of the delivery of all of the *services*.

Innovation and continual improvement under this heading comprises four parts:

1. Outcome requirements
2. Strategic objectives
3. The method (tools and techniques)
4. Performance measurement

(i) Outcome Requirements

The primary outcome from using continual improvement is the generation and realisation of reductions in the cost of delivering the *services* for the benefit of both the *Employer* and the *Consultant*.

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

(ii) Strategic Objectives

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

* Engagement of the *Consultant’s* executive leadership to ensure these continual improvement requirements are fulfilled
* Proactive management and engagement of the *Consultant’s* supply chain in support of reductions in the cost of delivering the *services* enabled by a reduction in the Consultant’s cost charged to the *Consultant*
* A systematic and prioritised approach to the improvement of all of the processes contained in the *Consultant’s* Quality Plan
* The identification of improvement opportunities that primarily have the potential to generate reductions in the cost of delivering the *services*
* Realisation of the reduction in the cost of delivering the services by a measurable reduction in Defined Cost
* Realisation of other benefits that result in an improvement to the quality of the services, at no additional cost to the Employer

(iii) The Method

The most effective tool in ensuring project milestones are achieved is collaborative planning and this is mandated on all schemes with Major Projects.

The *Consultant* executes 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 *Consultant* uses Lean tools to systematically address, in a planned sequence, the 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 *Consultant* shall:

(a) DEPLOY A LEAN STRATEGY

* Adopt lean principles as part of formal strategic plans for the *Consultant’s* business
* Employ formal processes for determining customer/client value

(b) ENSURE LEAN LEADERSHIP

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

(c) 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

(d) 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

(e) 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

(f) CREATE STANDARD WORK PRACTICES

* Standardise processes across sites and departments
* Standardise tools and systems used throughout the *Consultant’s* organisation

(g) ENSURE PROCESS CONTROL AND QUALITY

* Reduce process variation throughout the *Consultant* 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

(h) 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

(i) 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

(j) 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 that can be effectively managed
* Define develop and integrate Consultant network to ensure efficient creation of value for enterprise stakeholders
* Provide trained Lean Practitioner resource to deliver lean activity at organizational and project level

In carrying out the above process the *Consultant* assists and enables its supply chain in the adoption of lean methodologies and approaches, and engaging in lean improvement projects.

(iv) Performance Measurement

The *Consultant* records and measure the benefits realised from the execution of continual improvement processes in accordance with the *Employer’s* Lean Benefits Realisation Guide.

The *Consultant*:

* Captures and records the reductions in cost
* Captures and records any other benefits
* Ensures results are recorded showing general details about the improvement, planned/targeted benefits, and actual/realised benefits with supporting calculations
* Reviews and reports on performance on a monthly basis
* Prepares a Knowledge Transfer Pack and Benefits Realisation Capture form.

The *Consultant* adjusts its delivery of continual improvement process based on lessons learned from the measurement of its performance.

The *Consultant* measures their adoption of a continual improvement culture using the *Employer’s* Lean Maturity Assessment Toolkit at organisational and Project Level.

# Annex 5 InSURANCE

| **Insurance Table (Required Insurances)** |
| --- |
| **1. Third Party Public and Products Liability Insurance**  1.1 Insured  Consultant  1.2 Interest  To indemnify the Insured in respect of all sums which the Insured may become legally liable to pay, whether contractually or otherwise, (including claimant’s costs and expenses) as damages in respect of accidental;  1.2.1 death or bodily injury, illness or disease contracted by any person;  1.2.2 loss or damage to property;  happening during the Period of Insurance and arising out of or in connection with Lot 1 Design Services.  1.3 Cover Features and Extensions  1.3.1 Indemnity to principals clause.  1.3.2 Health & Safety at Work Act(s) clause.  1.3.3 Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007.  1.4 Principal Exclusions  1.4.1 War and related perils.  1.4.2 Nuclear/radioactive risks.  1.4.3 Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.  1.4.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.  1.4.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.  1.4.6 Liability in respect of loss or damage to property in the care, custody and control of the insured.  1.4.7 Events more properly covered under a professional indemnity insurance policy.  1.4.8 Liability arising from the ownership, possession or use of any aircraft or marine vessels.  1.4.9 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.  1.4.10 Cyber risks  **2. Professional Indemnity Insurance**  2.1 Insured  Consultant  2.2 Interest  To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants costs and expenses) as a result of any claim or claims first made against the Insured during the Period of Insurance by reason of any act, error and/or omission arising from or in connection with Lot 1 Design Services.  2.3 Cover Features and Extensions  2.3.1 Loss of documents and computer records extension.  2.3.2 Legal liability assumed under contract, duty of care agreements and collateral warranties.  2.4 Principal Exclusions  2.4.1 War and related perils.  2.4.2 Nuclear/radioactive risks.  2.4.3 Insolvency of the Insured  2.4.4 Bodily injury, sickness, disease or death sustained by any employee  3**.** **Policies to be taken out as required by United Kingdom law.**  The Consultant is required to meet its statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, Employers’ Liability Insurance and Motor Third Party Liability Insurance. |

**ANNEX 6 CATEGORY MANAGEMENT**

**CATEGORY MANAGEMENT PRINCIPLES**

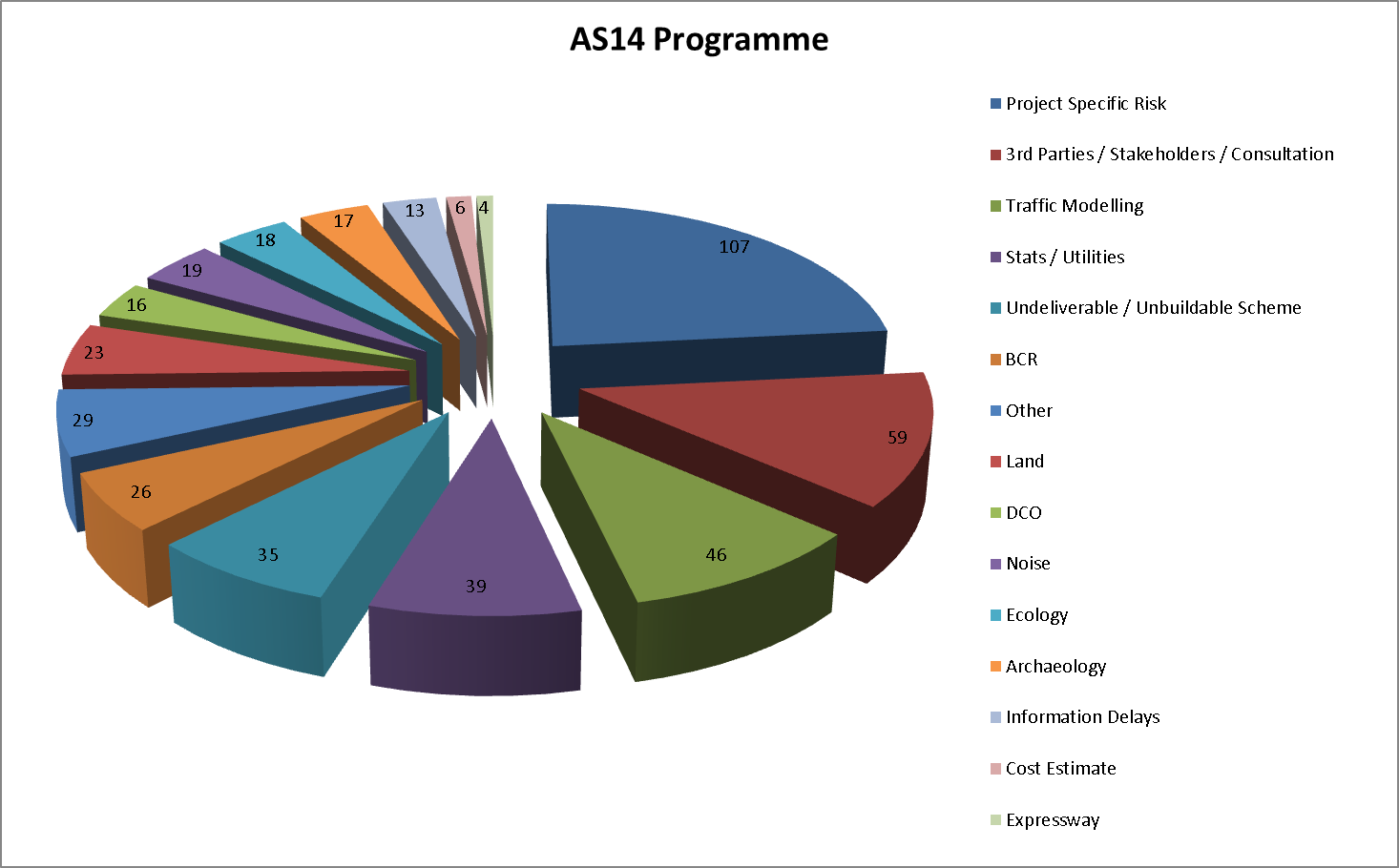
Category Management is a key element of the *Employer’s* Procurement Strategy ‘Delivering Sustainable Value Through Supply Chain Management’ and as such:

1. All relevant scheme elements are tested by the *Consultant* against the *Employer’s* Category Management (CM) framework where such agreements exist. These are:
   * Gantries
   * Pavement and Concrete
   * Temporary traffic management
   * Traffic management technology
2. Any proposal not to use the *Employer’s* CM arrangements is submitted to the *Employer* for approval outlining why CM arrangements will not deliver value.
3. Any assessment of options for delivering CM works or services elements takes account of any identified whole life cost savings and non-financial factors, such as health and safety benefits, in addition to the initial capital cost.
4. Input into the Development stage is obtained by the *Consultant* from the *Employer’s* Category Management framework suppliers during the Development stage of the Scheme and is encouraged.
5. Where availability to employ professional services through CM frameworks exists, the *Consultant* may choose to employ these services during and beyond the Development Stage of a Package Contract. Subject to the *selection procedure* in the applicable CM framework, in this instance the *Consultant* may propose a direct award of CM works or services at Delivery stage to a preferred CM supplier without the requirement for further competition. Any proposal shall demonstrate value for money and is subject to prior acceptance by the *Employer.*
6. In circumstances where the *Consultant* has employed professional services through an *Employer’s* CM framework, the *Consultant* is not obliged to direct award the works or services at Delivery stage. In this instance the *Consultant* follows the CM framework *selection procedure* to identify a CM framework supplier to deliver the works or services requirements.
7. The *Consultant* liaises with the *Employer* to identify and plan a programme that allows the CM framework procurement and associated governance procedures to be implemented within the requirements of the overall project programme.
8. Where the *Employer*’s approval is obtained not to use CM frameworks for CM works or services elements, the proposed subconsultants and associated subconsultant conditions are submitted for acceptance in accordance with the *conditions of contract* (Clauses 26.2 and 26.3).
9. Where the *Employer*’s approval is obtained not to use CM frameworks for CM works or services elements and the *Consultant* proposes to use “in-house” arrangements, the *Consultant* demonstrates that the price is at open market or competitively tendered prices in accordance with the *conditions of contract* (Clause 52.1).
10. If so required by the *Employer*, the *Consultant* procures that a Subconsultant enters into a contract with a Category Supplier pursuant to a Category Purchase Agreement for the purchase of materials, works or services needed to Provide the Services.  The *Consultant* procures that the conditions of contract between the Subconsultant and the Category Supplier are those set out in the Category Purchase Agreement and that the Subconsultant does not change them unless the *Employer* agrees.

# Annex 7 AS14 Programme - Risk Distribution

Analysis of the top five Risks from each Stage 1 project risk register gave the following distribution of risks across the AS14 Programme. The project specific risk register will be issued to the Consultant on award:

|  |  |
| --- | --- |
| **Top 5 Risk Group** | **Freq** |
| Project Specific Risk | 107 |
| 3rd Parties / Stakeholders / Consultation | 59 |
| Traffic Modelling | 46 |
| Stats / Utilities | 39 |
| Undeliverable / Unbuildable Scheme | 35 |
| BCR | 26 |
| Other | 29 |
| Land | 23 |
| DCO | 16 |
| Noise | 19 |
| Ecology | 18 |
| Archaeology | 17 |
| Information Delays | 13 |
| Cost Estimate | 6 |
| Expressway | 4 |

**

**Annex 8 Key Personnel**

|  |
| --- |
| Project Director  Project Manager  Highways Discipline Lead |
| Structures Discipline Lead |
| Geotechnical Discipline Lead  Traffic and Economics Lead  Stakeholder Liaison Discipline Lead |
| Environmental Assessment Lead |
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| Annex 9 Routine Meetings Schedule  |  |  |  | | --- | --- | --- | | **Meeting** | **Frequency** | **Purpose** | | Project Board | Bi-monthly | Steering group for the project. Attendance for the Project Director required | | Progress Meeting | Monthly | Consultants Project Team monthly project review with the Highways England Tea | | Collaborative Planning | Weekly | To track project performance and establish mitigation measures where collaboration is failing | | Highways England Project Managers Meeting | Bi-weekly | Co-ordination meeting to ensure consistency of delivery across the schemes. Particular focus on:  Health and Safety  Design Risk and Issues | | Operator and Maintainer Liaison Meeting | Quarterly | Meeting to inform operators and maintainers of progress and take feedback (seek user buy-in) | | Environmental Coordinators Meeting | Monthly | To ensure environmental assessment is conducted in a consistent, robust manner | | Traffic Team Meeting | Weekly | To ensure the traffic forecasting and economic appraisal is conducted in a consistent, robust manner | | Core Responders Liaison Meeting | Quarterly | Meeting to inform emergency services of progress and take feedback | | Risk review | Monthly |  | | Value and opportunities | Monthly |  | |

# ANNEx 10 SCHEME DETAILS

Please refer to attached separate Annex 10.