**Highways England**

**Consultancy Contract**

**Scope**

**July 2016**

Highways England Consultancy Contract Scope

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**Defined Terms**

For the purpose of this Scope the following definitions apply

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| Contractor | Is a contractor or a number of contractors engaged by the *Employer* to finalise the design and/or construct the project |
| Others | Any other organisation that the *Consultant* may need to work with and interface with, including, but not limited to the incumbent Options Phase *Consultant* and third parties such as local authorities |
| Project | The A303 Amesbury to Berwick Down |
| Options Phase | The work to identify the preferred solution to the transport problem |
| Development Phase | The work to develop the preferred solution, obtain the necessary consents and assist in the procurement of Contractors to construct it. |
| Construction Phase | The work to construct the scheme as defined within; the *Employer’s* requirements, the preferred route and the approved Development Consent Order. |
| Preliminary Design | The level of design required to apply for, and secure, the necessary planning and consents for the project. |
| Integrated Project Team | The project team assembled by the *Employer* to plan, manage, co-ordinate and deliver the Project. |

## Introduction and Description

## Introduction

Highways England, referred to as the *Employer* within this document, is, as of the 1st April 2015, a government owned company with responsibility for the core road network in England. Founded in 1994, it was previously known as the Highways Agency and covers a strategic road network that carries a third of all road traffic and two thirds of all freight traffic despite making up only 2.4% of England’s road network.

## The Project

The A303 Amesbury to Berwick Down scheme, referred to as the Project within this document, is one of nine schemes which, when complete, will provide a free flowing dual carriageway ‘expressway’ between the M3 and the A358. The National Infrastructure Plan 2014 lists improvement of the A303/A30/A358 corridor as a top 40 priority scheme. The Road Investment Strategy 2015-20 (RIS1) confirms commitment to three schemes on the corridor; A303 Amesbury to Berwick Down dualling, A303 Sparkford to Ilchester dualling and A358 Taunton to Southfields dualling. In respect of the A303 Amesbury to Berwick Down scheme it states the

*‘construction of a twin-bored tunnel at least 1.8 miles long as the road passes Stonehenge and a bypass for Winterbourne Stoke to link the existing dual carriageway section around Amesbury with the dual carriageway at Berwick Down’.*

The scheme is a nationally significant infrastructure project. Consequently permission will be sought through the Development Consent Order (DCO) process, established by the Planning Act (2008). To meet the public commitment to start of work on site by end March 2020, the DCO application must be submitted by mid-2018, leading to a decision by the Secretary of State by in winter 2019/2020.

## Employers Objectives for the Project

The Employer has set out the following objectives for the project

|  |  |
| --- | --- |
| Project Objectives | |
| 1. | Cultural heritage: to contribute to the conservation and enhancement of the World Heritage Site by improving access both within and to the site. |
| 2. | Environment and community: to contribute to the enhancement of the historic landscape within the World Heritage Site (WHS), to improve biodiversity along the route and to provide a positive legacy to communities adjoining the road. |
| 3. | Economic growth: in combination with other schemes on the route, to enable growth in jobs and housing by providing a free flowing and reliable connection between the East and the South West peninsula. |
| 4. | Transport: to create a high quality route that resolves current and predicted traffic problems and contributes towards the creation of an expressway between London and the south west. |

**Expansion on headline objectives**

* 1. Cultural heritage:
* The existing road will be downgraded as it passes through the WHS for use by non-motorised users and for access.
* The strategic route will be redirected so as to reduce its impact on the WHS, both sight and sound. The redirected route will treat archaeological features with sensitivity and will protect the outstanding universal value of the WHS. It will seek to minimise any damage to or loss of archaeology.
* Grade separated junctions will be introduced in place of at-grade junctions on the A303 where within the length of the scheme, improving access onto and off the A303, with well-designed signing to access the WHS.
* Where the road passes through the WHS it will have an iconic identity and be of good design. As far as is practicable and without compromise to safety, the design will seek to accommodate the specific needs of the WHS.
* Learning associated with any excavation within the WHS will be ensured, by working sensitively and in close collaboration with key heritage stakeholders.
  1. Environment and community:
* Land no longer forming the public highway within the WHS will be returned to the adjoining landowner. Where practicable and with the permission of the owner, it will be landscaped in accordance with the adjoining land.
* Biodiversity within new landscaping along the route will ensure a net addition over that the current exists.
* The A303 will bypass Winterborne Stoke and the existing road will be de-trunked as it passes through the village. This will improve the quality of life for the residents of the village.
* Disruption to road users and local residents during the construction of the scheme will be minimised as is reasonably practicable. Also, opportunities for materials re-use will be sought as far as are practicable. Opportunities for mitigating impacts will be actively pursued in close consultation with communities.
* Learning and finds during the development of the scheme will be presented to local schools and communities. Presentations will be given to local and regional forums to raise awareness of the scheme, its timing and the potential economic benefits likely to result from an improved road network, as well as employment and supply chain opportunities during construction.
* The scheme will aspire to achieve a CEEQUAL rating of excellent. (CEEQUAL is the evidence-based sustainability assessment, rating and awards scheme for infrastructure and celebrates the achievement of high environmental and social performance)
  1. Economic growth:
* The road capacity, together with Non-Motorised User provision, will be increased to dual carriageway all-purpose between Amesbury and Berwick Down, linking with existing dual carriageways to the East and West.
* Grade separated junctions will be introduced to create a road that meets expressway standards, designed to accommodate foreseeable traffic growth.
* Grade separation will also assist traffic and Non-Motorised Users wishing to cross the A303 and so stimulate local economic activity and reduce severance.
  1. Transport:
* The road will be designed to modern standards and, in addition, to perform as an expressway.
* The design of the road and connections with the local network will address issues of congestion, resilience and reliability. It will reduce risk of traffic diverting onto local roads.
* Road safety will be improved to at least the national average for a road of this type.

# Overview of the *Services*

2.1 The Employer requires a world class *Consultant* to support it during the Development, Construction and initial maintenance of the Project

2.2 The Consultant Provides the Services according to the requirements of the Employer’s Project Control Framework (PCF) and, in doing this, provides,

* Strong technical leadership;
* World class technical expertise in complex infrastructure projects including, but not limited to, highway design, tunnels and projects of significant cultural importance and sensitivity and in all disciplines needed for the design, consent and success of the Project;
* Excellent people, teams, proactive management and behaviour, and alignment to the success of the Project;
* Excellence in stakeholder engagement and the management of sensitive conversations;
* Collaborative attitude and behaviour; and
* The capacity to fully support the *Employer* in successful delivery of the Project.

2.3 The *Consultant* provides continuity of people, knowledge and expertise for the Project. The *Employer* expects that the services described here will be required for the duration of the Project which is currently forecast to start on site by end March 2020 and be completed by end December 2023. The *Consultant* may also be required to provide support for the close-out of final accounts or warranty periods, as well as the assurance of operation/ maintenance activities undertaken by the *Contractor.*

2.4 The *Consultant* will be a central part of the *Employer’s* integrated project team and will work collaboratively with Others. The *Consultant* ensures its senior team is an integral part of the Project’s leadership and will be required to provide representation at Board level.

2.5 The *Consultant* ensures the key persons under the contract fill the following Project roles and acts as the *Consultant’s* leadership team:

* Project Director
* Project Manager
* Highways Technical Lead (design for construction, operation and maintenance)
* Tunnels Technical Lead
* Economics and Traffic Lead
* Cultural Heritage and Archaeology Lead
* Environment Lead
* Architectural Lead
* Geotechnics Lead
* DCO Lead
* Stakeholder Lead
* Landscape Lead
* Principle Designer

The Project Director and Project Manager roles and responsibilities are outlined in Annex 6. These roles make up the Leadership Team as referred to in Task Brief 1.

2.6 The *Consultant* may be required to provide suitable office accommodation, supporting information systems and other services sufficient for the *Employer’s* Project team to be co-located during the Development Phase of the Project

2.7 The Consultant will be required to provide information systems (such as BIM) necessary to coordinate, manage and assure all aspects of the Project (including migration, retention and management of data provided by Others).

2.8 The Project is being delivered as part of the Complex Infrastructure Programme (CIP) that was established within the Major Projects Directorate of the *Employer* when Highways England was created in April 2015. CIP schemes typically combine high levels of investment with complex stakeholders and political landscapes.

1. **Description of the *Services***

3.1 The *services* described here are the core capabilities and outputs that the *Employer* is seeking from the *Consultant*. The *Consultant* should propose any services that it feels are not included but are necessary for the purpose of the Project.

3.2 Standards

3.2.1 The Consultant adheres to the *Employer’s* standards and processes when providing the Services:

* The Design Manual for Roads and Bridges (DMRB)
* The Manual of Contract Documents for Highway Works (MCHW)1;
* Specification for Highways Works
* Project Control Framework (as amended from time to time)2;

3.3 Technical

3.3.1 During the Development Phase the *Consultant* provides the principal point of leadership, co-ordination and management for all technical aspects of the Project

3.3.2 The *Consultant* is responsible for developing, documenting and controlling the technical requirements for the Project and defining the standards and specifications appropriate for the Project. On behalf of the *Employer* the *Employer* the *Consultant* secures all necessary approvals from the Department of Transport (and any other governing organisations) as necessary for the successful delivery, commissioning and operation of the Project (excepting those which by necessity must fall to the *Contractor*).

3.3.3 The *Consultant* is responsible for the development of the Preliminary and Reference Designs in accordance with the Employer’s standards and processes.

3.3.4 In the course of providing the Services, the *Consultant*:

* Optimises the design solution and maximises the value for the Employer through for example, participation in value management and value engineering activities;
* Works with Others during the transition from the Options Phase and ensures that all relevant information and knowledge is captured and understood;
* Provides various design outputs for the Project to Others to support the consents process and procurement processes;
* Develops a whole life strategy for the Project, including an effective and efficient strategy for operation and maintenance of the completed asset (referred to below);
* Completes and co-ordinates all necessary surveys as required for the Project (including those carried out by Others);
* Takes over traffic models developed in the Options Phase and develops a traffic model for the Project suitable to support the DCO application and forecasting, whilst taking account of Highways England’s Regional Traffic Model;
* Supports the procurement of Contractors for the Construction Phase, ensures clear documentation of roles and responsibilities with particular attention to any handover between *Consultant* and *Contractor*, and provides technical oversight and assurance of their work;
* Oversees the safe management of traffic during its construction and subsequent operations in conformance with the *Employers* processes and procedures;

3.3.5 The services are required to be delivered in compliance with the Governments Strategy for Building Information Modelling (BIM) as set out in the Cabinet Office for 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 Employer’s requirements are fully set out in Annex 1.

3.4 Operations and Maintenance

3.4.1 The Consultant develops an operations and maintenance strategy in conjunction with the *Employer* and Others. The *Consultant* develops output specifications for the physical assets, develops operating and maintenance plans and associated performance specifications (including lifecycle costing) for the completed Project.

3.5 Planning and Consents

3.5.1 The Project will require approval by means of a Development Consent Order (DCO) application.

3.5.2 The *Consultant* assembles and submits the Development Consent Order application and leads and manages all activity associated with the Development Consent Order process, including the management of Others, responses to Examining Authority questions and attendance at hearings, through to Secretary of State approval;

3.5.3 The *Consultant* develops all necessary supporting documentation for the DCO including an Environmental Impact Assessment (EIA) or equivalent.

3.5.4 The *Consultant* manages the pre-application relationship with the Planning Inspectorate (commonly referred to as PINS) and associated stakeholder engagement.

3.5.5 The *Consultant* develops an approach to the DCO and procurement in a way that maximises the opportunity for innovation from the Contractor(s).

3.6 Stakeholder Engagement

3.6.1 The *Consultant* undertakes all necessary stakeholder engagement in order to ensure the smooth delivery of the scheme, availability of all necessary site survey information, readiness for land acquisition on approval of the Development Consent Order, compliance with the requirements of the Planning Act 2008 and, more generally, exemplary practice in the delivery of Development Consent Orders. Prepares all necessary material to support high quality engagement making use of a wide range of formats;

3.6.2 The *Employer* provides the strategy for stakeholder engagement. The *Consultant* provides and fulfils all other stakeholder engagement activities and requirements through the life of the Development Phase and Construction Phase to supplement the *Employer’s* existing arrangements.

The *Consultant* supports the *Employer* in managing complex and highly sensitive conversations with key stakeholders, notably in relation to any proposals within the Stonehenge World Heritage Site;

3.7 Environmental Management and Ecological Mitigation

3.7.1 In addition to the Environmental Impact Assessment and associated activities required to support the planning and consents activities listed above, the *Consultant* may also be required to contribute to assessment, planning and implementation of a range of environmental management and ecological mitigation policies and measures in order to meet an agreed set of key stakeholders needs and to offset any key adverse impacts the Project may have.

3.8 Procurement and Contract Management

3.8.1 The *Consultant* works with the *Employer’s* procurement function to develop the procurement and contract strategy for the project.

3.8.2 The *Consultant* provides the necessary procurement and commercial support for the Project. This may include technical inputs, management and co-ordination of the tendering and contract award process for the Contractors such as the technical input to any pre-qualification stage, technical evaluation of any pre-qualification questionnaire, technical input to the Invitation to Tender (ITT), technical evaluation of the ITT, and working with Others to achieve optimum value for the Project.

3.8.3 When instructed, the *Consultant* may undertake contract administration of the Contractor(s) contract(s).

3.8.4 The Consultant may be required to act as the supervisor or equivalent under future works contracts or equivalent.

3.9 Quality, Health and Safety and Environment (QHSE)

3.9.1 The *Consultant*:

* Supports the *Employer’s* safety agenda as updated from time to time;
* Provides health and safety expertise and leadership for the Project, and;
* Ensures that all health and safety risks are effectively managed

3.9.2 The *Consultant* provides the *Employer* with all health and safety inputs required for the Project including compliance with statutory processes and undertakes the role of Principal Designer under the Construction Design Management (CDM) Regulations 2015 for the Project unless instructed otherwise by the Employer.

3.10 Project Controls

3.10.1 The *Employer* provides the Project Management Office (PMO). The *Consultant* works according to the processes established by the PMO and provides comprehensive and appropriate project controls and personnel to support the Project.

3.10.2 The *Consultant* provides all necessary cost planning inputs to the *Employer* to support the *Employer’s* cost estimate for the Project, including all associated assumptions and risks, in accordance with the *Employer’s* processes and applicable standards.

3.10.3 The *Consultant* develops and maintains a risk management plan for the Project, undertaking risk assessment, including the weighting and quantification of individual risks, and maintaining a risk and issues register, in accordance with the processes identified by the *Employer*.

3.10.4 The *Consultant* develops and maintains the Project schedule. The *Consultant* works with the *Employer* and Others to develop an overall delivery and procurement plan for the Project including specific responsibilities to develop enabling works and logistics planning for the Project. It is likely that use of Primavera P6 will be required as the scheduling tool by all parties engaged in the Project to ensure schedule transparency and facilitate monitoring and reporting. The *Employer* is developing its project controls standards and portfolio reporting requirements and the Project will be required to comply with these as they emerge.

3.11 Master Planning/Legacy

3.11.1 The Consultant provides support in the areas of placemaking, branding and master planning to achieve the scheme objectives and support stakeholder engagement by considering the following objectives

* Enhancing the reputation of the area
* Creating meaningful places
* Creating resilient communities and
* Improving connectivity for NMUs

3.11.2 This may include value for money analysis and priority rating of various options, considering both physical and socio-economic opportunities and solutions for the project to take forward as part of the DCO application.

# General Requirements of the *Services*

## General

* + 1. Section 4 of this Scope document sets out the general requirements and parameters for providing the services identified in Sections 1, 2 and 3 of this Scope document

## Process for Agreeing a Task Order

* + 1. Before issuing a Task Order, the *Employer* issues a Task brief to the *Consultant*. The Task brief includes:
       - * a description of the service required;
         * any relevant information to be provided to the *Consultant* by the *Employer*;
         * the timescale in which the work is to be delivered;
         * deliverables and any associated tests; and
         * the timescale for the return of the Task proposal.
    2. The *Consultant* responds to the Task’s brief to the *Employer’s* procurement officer with a Task proposal, containing the following information:
       - * scope of the work;
         * methodology and execution plan (including timescales);
         * personnel to manage and undertake the work including any additional specialists not named in this contract and their Curriculum Vitae (CV) in a format to be agreed with the *Employer;*
         * an estimate of the total of the Prices to undertake the work fully broken down in accordance with the Employer’s Work Breakdown Structure (WBS) and Cost Breakdown Structure (CBS) or equivalent as defined; and
         * reporting regime.
    3. The Task proposal may then be the subject of discussions to clarify the extent and scope of the work, proposed timescales or other matters. The Employer reserves the right to request additional CVs for any role. The Employer reserves the right to interview potential candidates for any role.
    4. Following agreement, the *Employer* issues the Task Order to the *Consultant* using the *Employer*’s Task Order form.

## Payment

* + 1. The *Consultant* provides an application for payment for review and agreement with the *Employer* prior to the *Employer* issuing a purchase order and receipt number.
    2. The *Consultant* includes the appropriate purchase order number, requisition number and, receipt number on all invoices. The *Consultant* submits such records as the *Employer* requires, including time sheets, a summary in a format defined by the *Employer,* and details of expenses.
    3. The *Consultant* notifies the Project Manager of the name and address of the Project Bank, the account name and number, the bank sort code and any other details required to make direct payments into that account.
    4. The *Employer* reserves the right to audit the *Consultants* records. The *Consultant* provides access to records and timesheet system given reasonable notice by the *Employer*
    5. The *Consultant* provides details of the Named Suppliers who will enter into the deeds for the Project Bank Account.

## Cost Management and Reporting

* + 1. Project Calendar

The *Employer* provides the *Consultant* with a project calendar.

* + 1. Periodic Reporting

As a minimum the *Consultant* submits the following information to the *Employer* each reporting period at a time defined in the project calendar:

* Price for Services Provided to Date (PSPD) per person per week and summarised in accordance with the Employer’s WBS and CBS;
* Forecast resource profile for the Project per person per week and summarised in accordance with the Employer’s WBS and CBS;
* Contract status including early warnings and compensation events;
* Earned value measurement to be agreed with the Employer;
* Any issues and risks as appropriate;
* Any key performance indicators data as required;
* Delivery status of *services*; and
* Invoice status and accrual

## Health and Safety Requirements

* + 1. The *Consultant* operates an occupational health management system in compliance with the management models under HSG654 or ISO 18001.
    2. The *Consultant* complies with IAN 128/15/A5 regarding supply chain health and safety.
    3. The *Consultant* reports any accidents to the *Employer* in accordance with relevant health and safety legislation and the *Employer’s* procedures.
    4. 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.

## Environmental Management

* + 1. 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.
    2. Paper for written outputs produced by the *Consultant* in connection with the contract complies with the relevant 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 relevant Government Buying Standards website (<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>).
    3. Goods purchased by the *Consultant* on behalf of the *Employer* (or which will become the property of the *Employer*) are required to comply with the relevant minimum environmental standards specified in the relevant Government Buying Standard on the appropriate website (<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>).
    4. The *Consultant* complies with PPN 7/14
* In Providing the *Services*; and
* in the purchase of new products for use by the *Consultant* partially or wholly for the purpose of Providing the *Services* comply with the standards for products in Directive 2012/27/EU6.
  + 1. The *Consultant* demonstrates to the *Employer* how, through Providing the Services, any new products purchased by the *Consultant* for use partially or wholly for the purpose of Providing the Services, complies with the requirements of Procurement Policy Note 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive”.

## General Requirements

* + 1. Working with 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*.
    2. Meetings and Reports - The *Consultant* reports on the performance of the *services* and attends all meetings arranged by the *Employer* for the discussion of matters connected with the performance of the *services*.
    3. The *Consultant* provides the Employer with the CVs for any other personnel working on the project upon request

Drawings, specifications, software, designs and other data:

* + 1. The *Consultant* delivers the final “deliverable” version of any data in an agreed format to the *Employer* on Completion.
    2. If this contract is terminated the *Consultant* delivers to the *Employer* working versions of each deliverable that has not been completed to the *Employer*.
    3. Where information is exchanged electronically, the *Consultant* complies with the *Employer’s* procedures for safeguarding the connection and the format of transmitted data.
    4. The *Consultant* provides to the *Employer* copies of such records and documents as the *Employer* requests.

## Information Technology

* + 1. The *Consultant* collects the following Personal Data on behalf of the *Employer*.
* Contact details of people involved as *key persons* and stakeholders
  + 1. The *Consultant* complies with the Employer’s security policy set out in the documents “Statement of Highways Agency IT Security Policy” and Chief Information Officer Memos 01/09, 05/08 and 04/08.
    2. The *Consultant* prepares a robust information security plan complying with the *Employer*’s security policy and submits it to the *Employer* for acceptance. The *Consultant* includes the security plan in its quality management system. The security plan includes procedures that
    - ensure compliance with the Data Protection Act
    - 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
    - provide for the vetting of its employees and Subconsultants’ staff in accordance with the *Employer*’s Baseline Personnel Security Standard set out in Annex 2 of the Scope. For clarity any person(s) that require independent access to the Employer’s premises for use of the Employer’s systems will require Baseline Personnel Security Standard (BPSS) clearance.
    1. The *Consultant* provides training for its employees and Subconsultants in accordance with the *Employer*'s security policy and the security plan.
    2. 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.

On Completion or earlier termination, the *Consultant* provides all personal data held to the *Employer* and destroys electronic and paper copies of such data in a secure manner.

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

4.8.7.1 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

4.8.7.2 itself restore or procure the restoration of the Employer’s data

## Quality Management

* + 1. The *Consultant* Provides the Services under a quality management system which
       - * complies with BS EN ISO 9001:2008 (or the current standard that replaces it),
         * incorporates an environmental management system consistent with ISO 14001 (or current standard that replaces it),
         * has third party certification from an accreditation body approved by the applicable national member of the European Co-operation on Accreditation or is operating in preparation for accreditation within 12 months of the Contract Date; and
         * includes processes for delivering continual improvement following the guidance in ISO 9004 or any equivalent standard which is generally recognised as having replaced it and
         * complies with good industry practice.
    2. The Quality Plan incorporates the proposals in the Quality Statement and is sufficiently detailed to demonstrate how the *Consultant* will achieve each of the commitments in the Quality Statement and meet the *Employer’*s objectives for the contract. The *Consultant* provides the Quality Plan to *Employer* for acceptance.
    3. The *Employer* notifies the *Consultant* if he considers that the Quality Plan does not comply with the requirements of this contract. Following such notification the *Consultant* reviews the Quality Pan and reports to the *Employer* setting out his proposed changes. If the *Employer* accepts the proposals the Quality Plan is changed.
    4. The *Employer* may carry out audits of the *Consultant’s* quality management system from time to time. The *Consultant* allows access to its premises, or any Subconsultant’s premises which are relevant to this contract, so that the *Employer* may carry out audits, inspect work and materials and generally investigate whether the *Consultant* is performing his obligations under this contract. The *Consultant* provides all facilities necessary to allow such audits and inspections to be carried out.
    5. Following notification of a Defect, the *Consultant* submits to the *Employer* 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 *Employer* has accepted his proposals.
    6. Within one week of the notification of a Defect, the *Consultant* submits the proposed corrective and preventative action to the *Employer* for acceptance; the *Employer* 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.
    7. If the *Employer* does not accept the proposed action, the *Consultant* submits a revised proposal to the *Employer* for acceptance within one week.
    8. 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.
    9. The *Consultant* notifies the *Employer* when the proposed actions have been completed and provides with verification that the defective part of the *services* has been corrected.

## Continual Improvement

The *Consultant* operates processes for delivering continual improvement following the guidance in ISO 9004 and below.

The Consultant demonstrates

* engagement of the *Consultant’s* executive leadership to ensure these continual improvement requirements are fulfilled
* proactive management and engagement of the C*onsultant’s* supply chain in support of reductions in the cost of delivering the *services* enabled by a reduction in the Subconsultant’s and supplier’s cost charged to the C*onsultant*
* 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 cost
* realisation of other benefits that result in an improvement to the quality of the *services*, at no additional cost to the *Employer*
  + 1. The *Consultant* uses lean tools to systematically address, including as described in Annex 4 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.

As a result of continual improvement activities, 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

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

## Project Performance Indicators

* + 1. The *Consultant* records performance against indicators included as part of the Collaborative Performance Framework (CPF7)7 as agreed with the *Employer*, and assists the *Employer* in the development of this measurement toolkit by proposing and developing ways in which improvements can be made to the CPF. No changes are implemented unless agreed in writing.
    2. The *Consultant* provides an assessment at monthly intervals in advance of progress meetings. If the assessments indicate that a performance target is not likely to be met, the *Consultant* submits proposals for changes to procedures to the *Employer* for acceptance. At the end of each task, a final self-score report is produced and agreed with the *Employer*. The *Consultant* prepares an improvement plan showing how performance will be improved during any further tasks.
    3. In determining the allocation of future work under this contract, the *Employer* will use the *Consultant’s* performance against these indicators.
    4. On each anniversary of the Contract Date the *Consultant* submits a proposal for improvements for the following year in order to meet the requirement for continual improvement in performance.

**4.12 Third Party Agreements**

4.12.1 The *Consultant* shall at all times have due regard to and comply with

the requirements of, and shall ensure that the *Employer* is not by any act or omission on the *Consultant’s* part put in breach of the *Employer’s* obligations under, any agreements between the *Employer* and third parties which relate to the delivery of the Services and/or project and have been notified to the *Consultant*.

# 4.13 Skills and Apprenticeships

# Overview

# 4.13.1 In this paragraph

* Contract Year is (as the case may be) the period commencing on the Contract Dateor each anniversary of the Contract Date and ending 12 months later and
* Total Services is the total number for the relevant Contract Year (calculated on a fulltime equivalent basis) of
  + the *Consultant*’s direct and indirect employees,
  + Subconsultant’ employees and
  + agency staff

who are engaged in Providing the Services for more than 4 days in any month of the Contract Year.

4.13.2 The *Consultant* delivers a number of new apprenticeships commencing in each Contract Year through this contract equating to the greater of

* 1 apprenticeship for every £3m by which the Price for Services Done to Date is forecast to or actually changes (whichever is greater) or
* 2.5% of the Total Services forecast to be or actually engaged on this contract (whichever is greater)

during the relevant Contract Year, unless agreed otherwise with the *Employer* .

4.13.3 The *Consultant* ensures that

* the apprenticeships meet the approved apprenticeship standards, see <https://www.gov.uk/government/collections/apprenticeship-standards> or any later revision; and
* any alternative graduate scheme has been approved as apprenticeships by the Institute of Apprenticeships.

4.13.4 The *Consultant* may agree with the *Employer* that any reporting requirement under this paragraph may be undertaken in one report for all contracts between the *Employer* and the *Consultant*.

## 4.14 Obligations

## 4.14.1 The *Consultant*

* from the Contract Date until Completion Date identifies
  + the skills needed to Provide the Services and
  + the scope for meeting those skills needs by the development of apprentices,
* retains any apprentices for the full period of their apprenticeship unless agreed otherwise with the  *Employer*  and
* takes reasonable steps to retain those apprentices on the Services after completion of their apprenticeship unless agreed otherwise with the *Employer* .

4.14.2 The *Consultant* within 30 days of, and on each anniversary of, the Contract Date submits an annual report and proposal for acceptance by the *Employer*

* recording the skills identified under paragraph 2.1 and how any shortfall in staff skills within the *Consultant* or any Subconsultant (at any stage of remoteness from the *Employer*) will be met,
* recording the skills to be developed by apprentices and how that development will be achieved,
* identifying the retention rate for, and training delivered to, existing apprentices and
* identifying the number and type of new apprenticeships to be commenced in the first or next Contract Year having regard to
  + Transport infrastructure skills strategy: building sustainable skills and
  + the *Employer*’s guidance on the types of apprenticeships for projects

together with the planned start and completion dates of any proposed apprenticeships.

4.14.3 Reasons for not accepting the report are that it does not demonstrate how the *Consultant*

* complies with this contract,
* complies with any guidance issued by the *Employer,*
* supports the aims of the Transport infrastructure skills strategy: building sustainable skills or
* will successfully address any shortfall in staff skills within the *Consultant* or any Subconsultant (at any stage of remoteness from the *Employer*).

4.14.4 The *Consultant* amends the annual proposal in response to any comments from the *Employer* and resubmits it for acceptance by the *Employer.* The *Consultant* complies with the annual proposal once it has been accepted.

4.14.5 The *Consultant* ensures that the *Employer* is able to identify all apprentices individually appointed under the requirements of this contract and provides a rolling three month monitoring report to the *Employer* within five working days of the start of each calendar month detailing performance against the annual proposal in respect of each apprentice appointed or proposed to be appointed under this contract, but who has not completed the apprenticeship, including

* number of apprenticeships to be started that month,
* actual and planned start dates for existing and proposed apprenticeships,
* postcode of workplace,
* gender,
* ethnicity,
* level of apprenticeship (1 – 8) in accordance with table below,
* apprenticeship framework or standard,
* occupation of apprenticeship (reported against the standard occupation classification (SOC) codes ,
* category of apprenticeship[[1]](#footnote-1),
* planned apprenticeship completion date,
* whether the apprentice is still engaged on Providing the Services and
* national insurance number.

4.14.6 The *Consultant* provides a rolling three month monitoring report to the *Employer* within five working days of the start of each calendar month detailing

* performance in respect of the following for each apprentice appointed under this contract who has completed the apprenticeship, including
  + postcode of workplace,
  + gender,
  + ethnicity,
  + level of apprenticeship (1 – 8) in accordance with table below,
  + category of apprenticeship,
  + apprenticeship start date,
  + apprenticeship completion date,
  + confirmation if the apprentice is still engaged in Providing the Services and
  + national insurance number,
* the total number of apprentices that have been appointed in compliance with this contract and the total number of apprentices that are engaged in Providing the Services,
* the total number of apprentices that have been appointed in compliance with this contract but are no longer engaged in Providing the Services and
* the total number of apprentices that have been appointed in compliance with this contract but are no longer employed by the *Consultant* or a Subconsultant (at any stage of remoteness from the *Employer*).

4.14.7 The *Consultant* completes and submits to the *Employer* within five Working Days of the start of each calendar month the BIS apprenticeship data collection form.

*The* *Consultant*

* makes available to staff of the *Consultant* and any Subconsultant (at any stage of remoteness from the *Employer*) information about the Government's apprenticeship programme and wider skills opportunities and
* uses reasonable endeavours to provide work experience placements for 14 to 16 year olds, work experience placements for other ages, student sandwich/gap year placements and graduate placements in relation to this contract.

## 4.15 National Skills Academy for Construction (NSAfC)

## 4.15.1 The *Consultant* submits a proposal, including

* a completed application form and

## an employment and skills plan including methodology and details of how and what will be delivered

## to the *Employer* within 4 weeks of the Contract Date detailing the *Consultant*’s proposals to achieve accredited NSAfC Project status under the *Employer*’s accredited NSAfC scheme within 6 months of the Contract Date (unless agreed otherwise with the *Employer* ).

## 4.15.2 The *Consultant* in preparing his proposal considers

## any guidance issued by the *Employer* and

* guidance issued by the CITB.

## If any conflict exists between the CITB guidance and the *Employer*’s guidance, the *Consultant* uses the *Employer*’s guidance in the development of his proposal unless agreed otherwise with the *Employer*.

Reasons for not accepting the report are that it does not demonstrate how the *Consultant*

* complies with this contract,
* complies with any guidance issued by the *Employer* or CITBor
* will successfully achieve accredited NSAfC Project status under the *Employer*’s accredited NSAfC scheme within 6 months of the Contract Date.

## 4.15.3 The *Consultant* amends the proposal in response to any comments from the *Employer* and resubmits it for acceptance by the *Employer*. The *Consultant* complies with the proposal once it has been accepted.

| **Apprenticeship type** | **National qualification level** | **National qualification equivalent** | **Higher education equivalent** |
| --- | --- | --- | --- |
|  | Entry | Entry level certificate |  |
|  | 1 | GCSE (grade D to G) |  |
| Intermediate | 2 | GCSE (A\* to C) |  |
| Advanced | 3 | AS and A level NVQ level 3 |  |
| Higher | 4 | Certificate of Higher Education NVQ level 4 | Certificate of Higher Education  Higher National Certificate |
|  | 5 | Higher National Diploma  NVQ level 4 | Higher National Diploma  Foundation Degree |
|  | 6 | NVQ level 4 | Bachelor’s Degree |
|  | 7 | Postgraduate Diploma  NVQ level 5 | Master’s Degree |
|  | 8 | NVQ level 5 | PhD |

**ANNEXES**

**Annex 1 – BIM Requirements**

For this Project, the *Consultant* utilises Building Information Modelling in the design of the scheme to produce a 3D model with interactive capabilities.

Interactive 3D visualisations from this model must be available for use in any stakeholder consultation activities.

The *Consultant* develops its design(s) as a complete Project Information Model, in accordance with BS1192:2007, PAS1192-2 [or current standards], and 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

The *Consultant* ensures that the provisions and content of the CIC BIM Protocol are incorporated in any subcontracts.

The *Consultant* develops the following documents for acceptance by the *Employer*:

* Pre-Contract BIM Execution Plan (BEP)
* Supply Chain BIM Capability Assessment and BIM Execution Plan
* Post-Contract BEP
* Design Management Plan (BS7000-4 compliant) and accepted BEP (PAS1192-2 compliant), along with a simple BIM strategy document within 4 weeks of award

The *Consultant* delivers the following documents, with the contents set out below included as a minimum, within the timescales to be agreed with the *Employer*:

1. The BEP, that should contain

* BIM Project Objectives
* BIM Delivery Plan
* Names of key parties
* Roles, Responsibilities and Authorities
* Modelling Procedures
* Project Information Model Delivery Strategy
* Master Information Delivery Plan (MIDP)
* Task Information Delivery Plan (TIDP)
* Volume Strategy
* Coordinate System
* File/Document naming strategy
* Model Production Delivery Table and
* Master Information Delivery index

2 A supporting modelling execution plan which is used to develop the details of model co-ordination control and ownership.

3 All design drawings and other deliverables are derived from the Project Information Model. On Completion the *Consultant* submits a complete “as constructed” Composite Graphical Model, “as built” drawing definitions and reports.

The *Consultant* provides all information to the Employer to the pre-defined level of detail and information requirements to be agreed with the Employer in order to be included into the relevant database systems

The *Consultant* records and reports all benefits of BIM to the *Employer* through the approved *Employer* efficiency process which the *Employer* confirms within 4 weeks of the *starting date*.

The *Consultant* complies with the *Employer’s* Interim Advice Note 184/14 Instructions on Naming Conventions, file types and data structures for the delivery and transfer of CAD and BIM related files to the Employer and its supply chain.

***Employer’s* Information Requirements (EIR)**

Following award the *Employer* will provide a defined series of information data Exchanges at critical project decision points. At these stages they will set a series EIRs, which provide the required content and level of detail of information required at that stage.

Information to be delivered to the *Employer* by the *Consultant* at these stages includes:

* Native format BIM Models (to a format agreed in the BEP).
* Documents (including drawings) cut and published from the BIM Models under strict version control.
* Data extracted from the models and other sources, if necessary, in a COBie for all data formats under strict version control.

**Project Delivery**

The *Consultant* delivers project information collaboratively within a Common Data Environment methodology and standards as defined by BS 1192:2007/PAS 1192.2

The *Consultant* produces and uses a ‘BIM Execution Plan’ (BEP) in the delivery of its services, setting out the roles and responsibilities for producing the information set out in the EIR and in accordance with the PAS.

**Project Information Manager**

The *Employer* appoints a Project Information Manager, as defined in the ‘BIM Protocol’. The *Consultant* defines this role within its Project BIM Execution Plan (BEP), ensuring that such does not include any design related duties.

**Data Delivery Standards**

The Consultant delivers data/ information in the following standards:

* Models in a project agreed format and software version.
* Rendered models in a project agreed aggregation format and software version
* Documents as PDFs.
* Data as COBie data files in accordance with COBie for All-Note at the time of writing, the total content and structure of this is still under development.

**Annex 2 – Baseline Personnel Security Standard (BPSS)**

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

for “Contract Manager” read Highways England Project Manager

for “Company Liaison” read Consultant

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, eg 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**

7 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.

8 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 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 (eg commit a theft or fraud; breach rules of confidentiality; provide false documents for others; threaten the safety and wellbeing of staff and members of the public). It is thus of considerable importance that care is taken to check documents thoroughly.

9 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 or 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 the details given on the documents before you correspond with what you already know about the individual.

10 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).

11 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).

12 If, having examined the information available to you, there remains doubt 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)**

13 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 your Personnel department, to that effect.

14 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 a 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 where they were serving. Only when these avenues of inquiry have been exhausted should references be sought from personnel acquaintances. Family members (including in-laws) are not suitable for references.

15 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 from (Appendix B).

16 References can provide a high level of assurance, particularly where the reference is given by a reputable organisation or 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).

17 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.

18 Employment history should be obtained from previous employers. Where this is not possible because the applicant has been unemployed for any reason, or their previous 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.

19 Where a reference is sought from a personal referee named by the applicant, ideally such referee should be of a professional standing e.g. solicitor, civil servant, teacher, accountant, bank manager, doctor or 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.

20 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.

21 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)**

22 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 to 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 the European Economic Area (EEA) State, or State with an agreement forming part of the Communities Treaties (eg 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 purpose.)
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 Island) or the Northern Island 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 identify, 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)**

23 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 Highways England 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.

24 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**

25 If any potential applicants are to be provided by your sub-contractor(s), then the sub-contractor 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.

26 If an employee, who has previously been subject to a Baseline Personnel Standard Security Check, leaves your company and subsequently re-joins, the original check authorisation may be re-established if the period between leaving and re-joining does not exceed twelve months. If the period does exceed twelve months, normal check references must be sought for the period since the employee left the company, and a new Criminal Record Declaration obtained.

27 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 (e.g. verification of nationality and immigration status; unspent criminal report 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. |

|  |
| --- |
| Name:…………………………………………………………………………………………..  Appointment/ Post:…………………………………………………………………………….  Signature:………………………………………………………………………………………  Date:…………………………………………………….. |

|  |
| --- |
| Additional Notes: |

|  |
| --- |
| Company Name and Address (Stamp if applicable): |

**Baseline Personnel Security**

**(Standard Appendix B)**

EMPLOYMENT HISTORY/ REFERENCE REPORT FORM

*(The draft covering letter shown below may be used together with the Baseline 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/ job title):  ………………………………………………………………………………………………….. |
| 2 Are you related to the subject? If so, please state your relationship |
| ………………………………………………………………………………………………….. |
| 3Over 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 factors which are relevant are significant financial difficulties, abuse of alcohol or drugs, extravagant mode of living or signs of mental or physical illness1 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:………………………………………………………………………………………….. |
| 1To 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. |

**Baseline Personnel Security**

**(Standard Appendix C)**

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 as 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 your 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 to 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) |

**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 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 (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 below)  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.

Name(Print):…………………………………………………………………………………..

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: |

**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 sub-contractor’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 the 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 updates
* Is current
* Contains the owner’s name, photograph and signature
* Itself requires some evidence of identity before being issued (eg a passport)

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

**Annex 3 Form of Parent Company Guarantee**

DATED

|  |
| --- |
| HIGHWAYS ENGLAND COMPANY LIMITED  as Employer  [●]  as Guarantor |
| PARENT COMPANY GUARANTEE  relating to a 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 |

or

|  |  |
| --- | --- |
| Executed as a deed by **[GUARANTOR]** acting by: | ) ) |
|  |  |
|  | * + 1. Director |
|  |  |
|  | * + 1. Director/Secretary |

###### Annex 4 – Lean Methodology

The *Consultant*:

(a) DEPLOYS A STRATEGIC USE OF LEAN

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

(b) ENSURE LEAN LEADERSHIP

* ensures 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) DELIVERS CUSTOMER VALUE

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

(d) ADOPT LEAN STRUCTURE AND BEHAVIOUR

* revises policies and procedures to promote, encourage and support Lean behavior
* delegates decision making to lowest practical level, with appropriate training
* encourages prudent risk taking
* implements a comprehensive programme of innovation/improvement initiatives and measure their impact

(e) ENSURES PROCESS FLOW

* designs processes along value streams encouraging customer/client pull with minimum waste
* minimises travel distance or time delay
* ensures continuous flow through all value streams
* ensures demand is aligned to customer pull in order to provide a balanced workload with minimum stock levels

(f) CREATES STANDARD WORK PRACTICES

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

(g) ENSURES PROCESS CONTROL AND QUALITY

* reduces process variation throughout the *Consultant* organization
* analyses the root cause of defects and nonconformities, implement corrective action and update processes with lessons learned
* ensures all processes include mistake proofing with preventative measures maintaining optimal process conditions
* delegates authority for quality to lowest practical level minimising secondary inspection

(h) ENSURES PLANNING DESIGN AND CONSTRUCTION TAKES ACCOUNT OF CUSTOMER/CLIENT REQUIREMENT

* continually evaluates customer/client needs with formal feedback
* ensures customer/client is represented on integrated product/project teams
* integrates planning/design/construction teams
* identifies and quantifies priorities of downstream stakeholders
* ensures services to sites are designed to be in line with demand usage to minimise inventory

(i) DEPLOYS EFFECTIVE EQUIPMENT MAINTENANCE

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

(j) MAINTAINS EFFECTIVE SUPPORTING INFRASTRUCTURE

* ensures financial/measurement system supports lean transformation and is readily accessible to stakeholders
* ensures information systems are easily accessible and compatible with stakeholder communications and analysis needs
* ensures personnel practices make suitable skills available
* ensures education and training programs support the needs of the enterprise transformation plan
* makes resources and support available to employees to contribute to Lean improvement
* develops supply chain small enough to be effectively managed
* defines, develops and integrates supplier network to ensure efficient creation of value for enterprise stakeholders

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) Lean Measurement

The *Consultant* records and measure the benefits realised from the execution of continual improvement process 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

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.

**Annex 5 - Legal Opinion for non-Untitled Kingdom Registered Companies**

Any legal opinion provided by the Consultant in support of a Parent Company Guarantee from a non-UK registered company includes (among others) the following matters

* confirmation that
  + the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,
  + the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
  + all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,
  + execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,
  + the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate
    - the constitutional documents of the Controller,
    - any provision of the laws of the jurisdiction in which it is incorporated,
    - any order of any judicial or other authority in the jurisdiction in which it is incorporated or
    - any mortgage, contract or other undertaking which is binding on the bidder or its assets and
  + (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms,
* notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,
* notification of whether withholding is required to be made by the Controller in relation to any monies payable to the *Employer* under the Parent Company Guarantee,
* confirmation of whether the *Employer* will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee and
* confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and Wales in respect of proceedings against it in relation to the Parent Company Guarantee.

**Annex 6 – Roles of Key Staff**

Technical Director

**Role**

The Technical Director will be responsible for the successful performance of the TP’s role on the Project which is:

* Delivery of the Traffic Model to inform the Design and DCO process.
* Delivery of a cost effective, buildable design for the Project which meets the Project Objectives, Design Brief, requirements of all applicable standards, an agreed operation and maintenance strategy and optimises user safety.
* Delivery of stakeholder engagement, surveys, traffic forecasts and environmental studies and statements, together with the Design, in a DCO application to the Planning Inspectorate which complies with all of the relevant processes, Planning and legal requirements and is best practice in respect of pre-application consultation.
* Management of the DCO process through all non-statutory and statutory stages and response to change and information requests during the DCO process such that the Project has the necessary support and assurance to receive Development Consent.
* Technical input including a Reference Design to the procurement of the Main Contractor(s).
* Leadership on all safety aspects of the Project.
* Agreed tasks in respect of construction planning including logistics and risk register.
* Traffic management and agreed tasks in respect of assurance, contract management and supervision/ oversight.

To deliver this role, the Technical Director will:

* Report directly to the Highways England Project Director and will be responsible for all technical elements of the project described above.
* Ensure that technical aspects of the project are focussed on at Project Director and Project Board levels, while supporting the achievement of the wider project objectives.
* Ensure that technical elements of the project satisfy the technical requirements of Highways England and that the Design and construction planning is cost effective, deliverable and provides value for money.
* Ensure that the Technical Partner complies with the requirements and processes of the Project Assurance Plan and with its own Quality Plan.
* Manage the development and issue of deliverables to, and their acceptance from Highways England, the Department for Transport and externally.
* Lead on all technical aspects of the Project in the formal hearings of the DCO process, balancing the requirement for timely consent with the need for a value for money, compliant and deliverable Design.
* Ensure that where any detailed design work is undertaken by the Main Contractor(s) during the DCO process it is kept fully informed of potential and actual changes arising to the Reference Design so as to minimise nugatory work. Ensure the effective integration of the *Contractor* during the Development Phase.
* Lead, plan and develop the Technical Partner resource and asset base, building capacity, capability, expertise and professionalism of the Technical Partner balancing efficient delivery of immediate outcomes and future improvements.
* Encourage innovation and continuous improvement and recording of lessons learned for the benefit of the Project, Complex Infrastructure Programme and Highways England.
* Ensure that all work is carried safely and according to Highways England’s health and safety performance requirements.

Technical Manager

The Technical Manager will be responsible for management, coordination and day-to-day liaison of the work of the Technical Partner such that the Technical Partner’s role is delivered cost-effectively and to schedule and that the work of the Project Team as a whole is fully cognisant of the technical aspect of the Project and supported by the Technical Partner’s work.

The Technical Manager will:

* Report directly to the Technical Director and liaise closely with the Highways England Project Manager.
* Plan and manage the Technical Partner’s work on a day-to-day basis on behalf of the Technical Director and within the constraints established by the Highways England Project Manager and the Highways England Project Director.
* Ensure that the technical work on the project is fully coordinated with other aspects of the Project so that the Project team as a whole is able to deliver outputs that are capable of achieving the planned benefits and that support the project objectives.
* Ensure that the work to be delivered by each workstream within the Technical Partner role is coordinated so that outputs are delivered cost effectively in accordance with the plan, are mutually consistent and minimise the need for rework.
* Provide the point of contact between the Highways England Project Manager and the Technical Partner, delivering the financial and progress reporting and responses to task drafting as required.
* Manage the inputs to the Technical Partner workstreams both from Highways England and from Others.
* Ensure that the Technical Partner workstreams, their interaction, review and quality processes are planned and managed so as to produce the required products within the specified tolerances of time, cost, quality, scope, risk and benefits.
* Monitor and control the progress of technical elements of the project against the plan.
* Maintain issues, document and change logs as required.
* Escalate issues and risks to the Highways England Project Manager if tolerances are forecast to be exceeded.

1. Note to Tenderers – The list of categories is currently under review and may be updated. [↑](#footnote-ref-1)