

**NEC3 Engineering and Construction Contract****(April 2013)****WORKS INFORMATION****SMP Tranche 5 Asset Data Collection Survey**

Tranche	Schemes
5	A1(M) Junction 6-8
5	M25 Junction 10-16
5	M53 Junction 5-11
5	M62 Junction 20-25
5	M40/M42 Interchange

**June 2017**

**WORKS INFORMATION FOR EC CONTRACT****CONTENTS AMENDMENT SHEET**

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

**WORKS INFORMATION**

## Document Structure

Section	Works Information ( <i>Employer's</i> )
WI 100	Description of the <i>works</i>
WI 200	General constraints on how the <i>Contractor</i> Provides the Works
WI 300	<i>Contractor's</i> design
WI 400	Completion
WI 500	Programme
WI 600	Quality assurance
WI 700	Tests and inspections
WI 800	Management of the <i>works</i>
WI 900	Working with the <i>Employer</i> and Others
WI 1000	Services and other things to be provided
WI 1100	Health and safety
WI 1200	Subcontracting
WI 1300	Title
WI 1400	Acceptance or procurement procedure (Options C, D, E and F)
WI 1500	Accounts and records (Options C, D, E and F)
WI 1600	Parent company guarantee
WI 1700	Performance bond (Option X13)
WI 1800	Advanced payment bond (Option X14)
WI 1900	Low performance damages (Option X17)
WI 2000	<i>Employer's</i> work specifications and drawings

**WI 100**      **Description of the works****WI 105**      **General Description of the works****W105. 1**      **Background**

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

**Employer's Objectives**

The *works* are provided as part of the wider SR13, AS14 and RIS investment programmes and are to be delivered in conjunction and collaboration with other Highways England consultants and contractors.

**Description - Overall Scheme Description**

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

All asset data collected will be compliant with the requirements of the draft CAD/BIM standard (IAN 184/14), SMP - Employers Information Requirements, Smart Motorway Programme - Survey Guide (V2) including its Annexes and other relevant Highways England database systems.

The SMP survey requirements are described in the SMP Survey Guide (V2), which is located on Highways England Business Collaborator website. *Contractors* are requested to familiarise themselves with the scope of works detailed in the SMP Survey Guide V2 which can be found in the link below:

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

To obtain this information the *Contractor* will first need to request access to the

Business Collaborator website by clicking on the request box “Get Access”:

**<https://smpbim.withbc.com/> common data environment.**

Please note that access to the Business Collaborator website will be provided by the *Employer* to one individual from the supply chain only. The following information will need to be supplied for the nominated individual:

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

All asset data collected and delivered under this Package Order should be entered onto the relevant Highways England database systems (e.g. HADDMS, SMIS, HAPMS etc.).

### **Site Location / Working Areas**

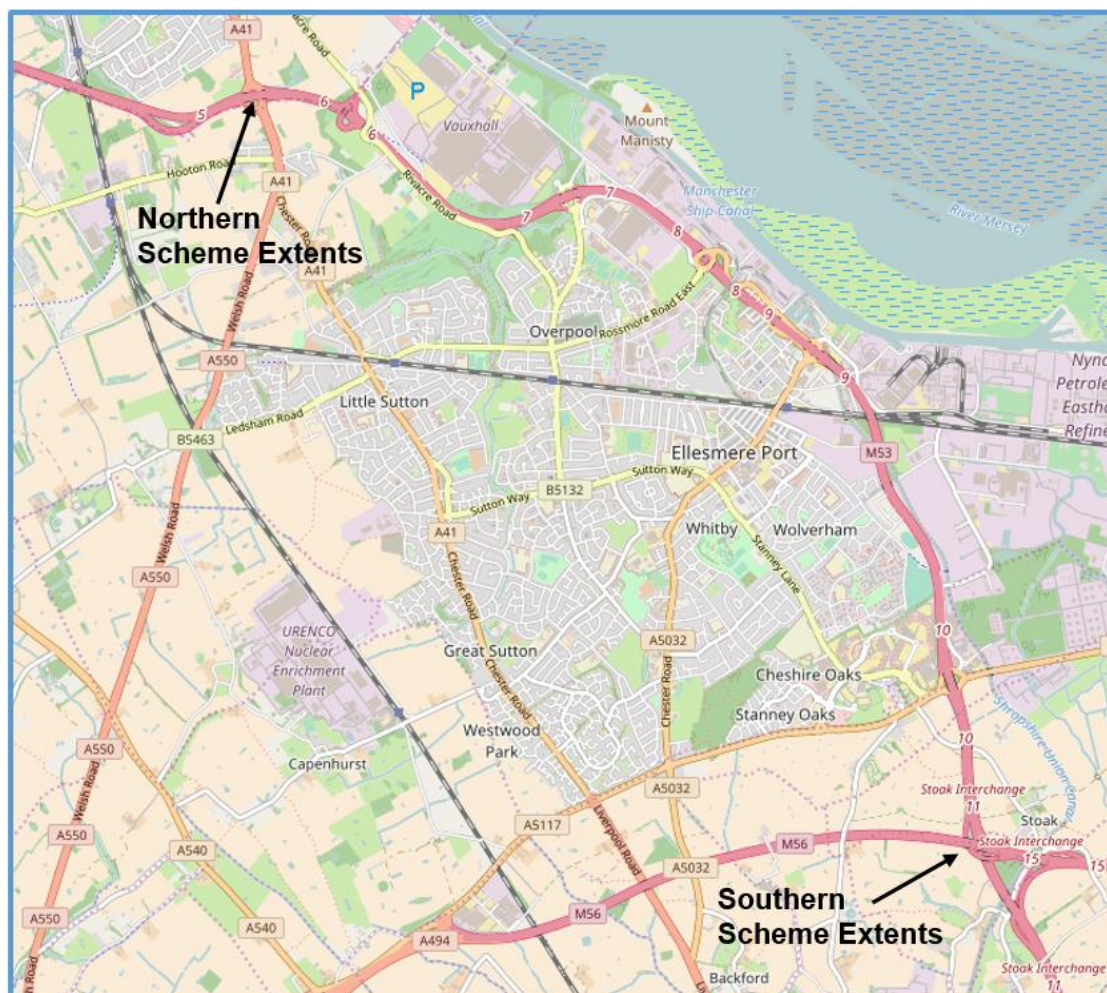
#### **M53 Junction 5 - 11**

The M53 motorway forms part of Highways England’s Strategic Road Network (SRN).

The scheme is located in a tight urban setting with a sinuous alignment and restricted cross section prevalent through its length. The route sees tidal traffic flow with the southbound AM peak and northbound PM peak flows being higher. Cheshire Oaks retail park is located at junction 10 which results in seasonal traffic demand. Industrial developments are located to the east, including a car plant that presents high traffic flows associated with its workers shift patterns.

The M53 connects important economic areas within North Cheshire, the Wirral and Merseyside with the strategic motorway network. The Governments Northern Powerhouse strategy identified a need for improved east-west major road links to ensure better and more reliable journey times between the major cities within the North.

M53 junctions 5-11 run for approximately 10km around the east and north sides of Ellesmere Port, from the M56 at J11 to A41/A550 at J5. The section of the M53 between junctions 10 and 6 is currently dual two lane standard with a hard shoulder. However, there is a discontinuity in the northbound hard shoulder between junctions 9 and 8.



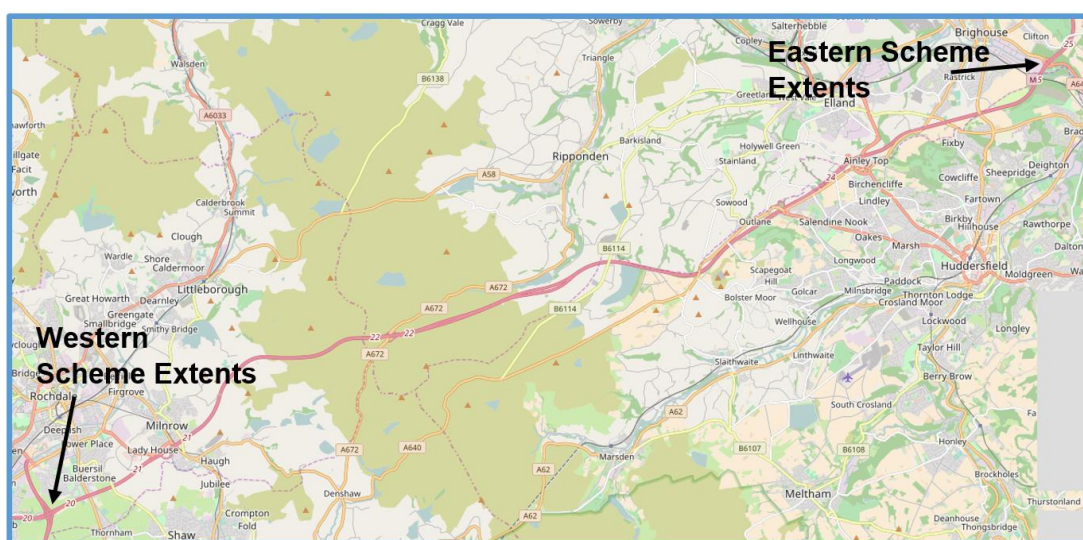
### **M62 Junction 20-25**

The M62 motorway forms part of Highways England's Strategic Road Network (SRN).

The M62 is the only east-west trans-Pennine motorway spanning the North of England. Running through the counties of Yorkshire and Lancashire it serves as both a regional route for longer distance trips and as an important inter-urban route between Manchester and Leeds. The Government's Northern Powerhouse strategy identified a need for improved east-west major road links to ensure better and more reliable journey times between the major cities within the North.

M62 junctions 20-25 is approximately 31km through a rural Pennine landscape and contains the highest point on a motorway in England. This high altitude increases the risk of disruption caused by severe weather. The gradients on approach to the summits are around 4% (1:25), which creates the risk of congestion caused by slow moving or broken-down vehicles (BDV).

The existing route is predominantly D3M, with the two steep gradient sections (eastbound J21-22 and westbound J25-24) consisting of D3M with a climbing lane. The route sees a high number of HGVs and includes sections of split carriageway



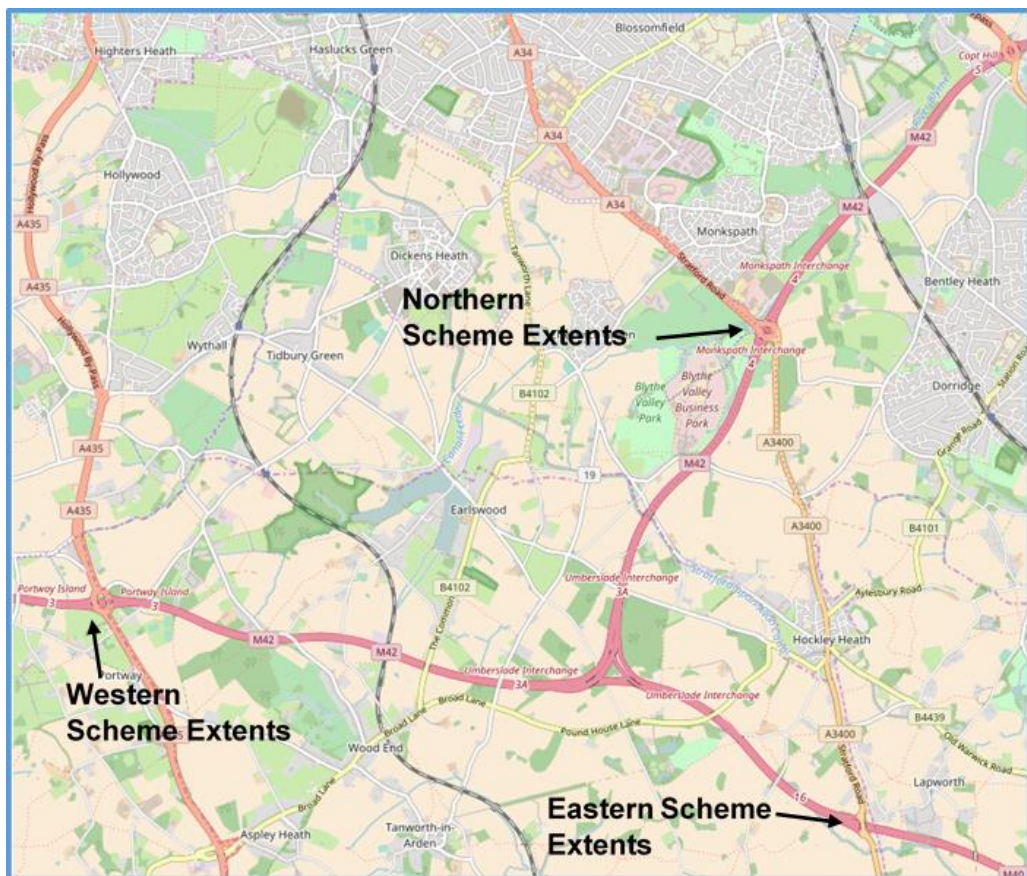
### **M40/M42 Interchange**

The M40/M42 interchange is a key location on the London to Scotland corridor and it connects the south-east with Birmingham, Manchester, the North-west and the west of Scotland. The interchange also connects the Yorkshire and the East Midlands with the South-West of England. The interchange forms the south-east quadrant of the Birmingham Box motorway and as such is hugely significant for local commuter journeys. Significant new development is planned in Birmingham, Solihull and the Black Country, including a number of Enterprise Zones, which will further increase demands on this key junction. The scheme extents are shown below.

Currently the scheme extends from M42 Junction 3 through Junction 3A to M40 Junction 16, and also from Junction 3A north to M42 Junction 4. The M42 J3A to

M42 J4 is part of the original M42 Pilot Scheme for Dynamic Hard Shoulder (DHS) Running, and therefore already presents a large amount of Smart Motorway infrastructure. It is a D3M section which operates the hard shoulder as a running lane in hours of congestion. The M42 Junction 3 to Junction 3A is a D3M section which has a section of Controlled Motorway on approach to the eastbound diverge to condition traffic into the downstream DHS section. This is similar to the M40 J3A to J16 section which also has Controlled motorway on the link for the entire westbound approach to J3A.

The interchange itself is made up of tight horizontal curvature with radii as low as 460m. The majority of the vertical alignment is relatively flat throughout. A transmission station is located on the M42 “A” carriageway section of the interchange, and an existing turnaround facility is located within J3A accessed off the J3A intra-junction eastbound carriageway linking to the M40 “A” northbound carriageway. The interchange experiences severe congestion in the peak hours with capacity issues upstream/downstream and through the interchange. There are no existing environmental issues that have been highlighted as part of the Design Fix 1 as the scheme is set in a rural location.

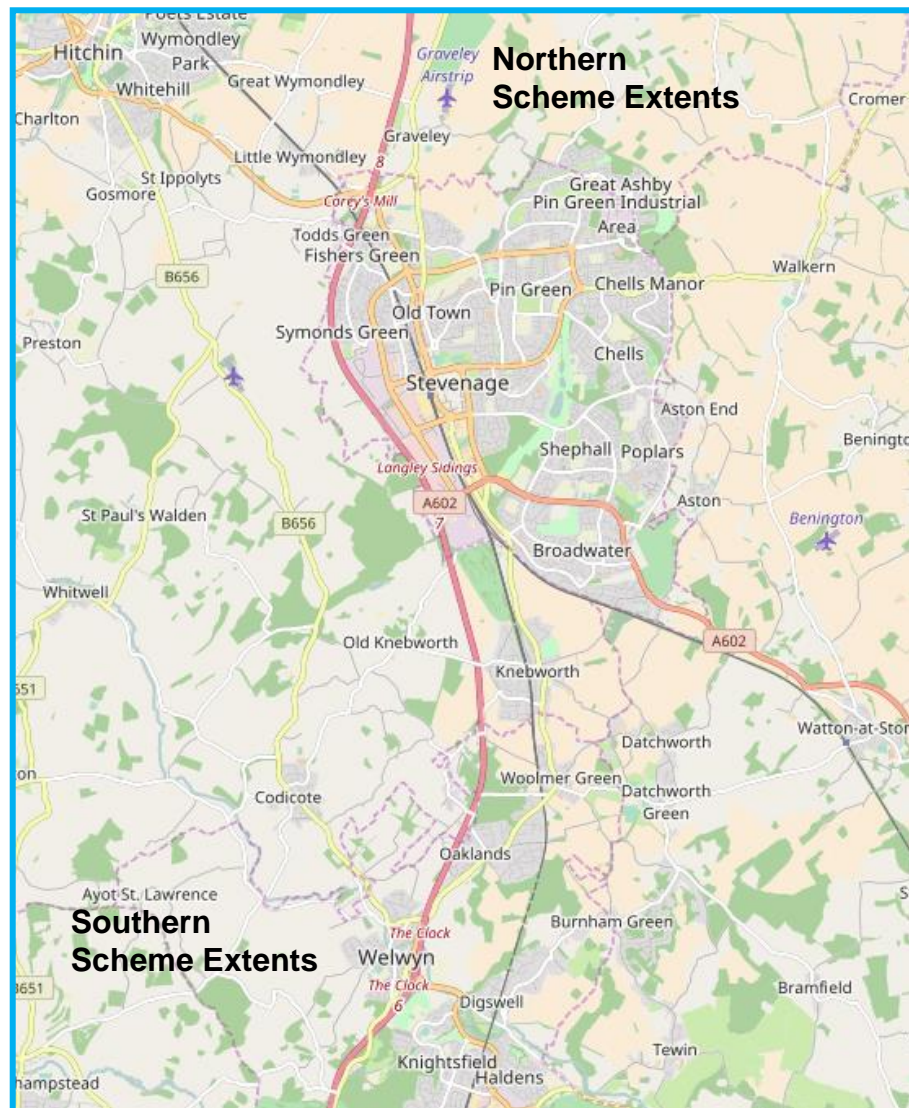


**A1 (M) Junction 6 – 8**

The A1(M) is a route of strategic importance linking London and the South-East with the East Midlands, Yorkshire and the North-East. The route has been identified as a focal point for future growth around the large and medium-sized urban centres of Hatfield/Welwyn Garden City, Stevenage, Hitchin, Harlow, Bishop's Stortford, St. Neots, Cambridge, Alconbury/ Huntingdon, Peterborough, Wakefield and Doncaster. The A1(M) between Junction 5 and 9 is in the top ten busiest sections of the entire London to Leeds (East) route with existing capacity problems.

Currently the scheme extends from Junction 6 – 8 which is currently a D2M section. South of Junction 6 down to junction 3 of the A1(M) is a D3M cross section, and north of Junction 8 to junction 9 is also a D3M section. The proposed scheme therefore seeks to provide a continuity of three running lanes from A1(M) junction 3 through to Junction 9. Works will be required upstream of Junction 6 to remove the current lane drop and similarly downstream of Junction 8. A short section of D3M cross section exists on approach to Junction 6 southbound diverge. The scheme alignment contains long uphill sections particularly northbound from junction 6 and includes some sections of substandard horizontal curvature. Sections of the existing verge are narrow, and are heavily vegetated throughout. There are also sections of wide central reserve throughout the scheme.

The scheme is the first of its kind with a proposed conversion of D2M to D3-ALR and is isolated in terms of other smart motorway schemes, therefore consideration of the environmental impact of the Smart Motorway scheme has been a key consideration with tourist attractions such as Knebworth House at junction 7 and a Roman Baths archaeological site within Junction 6. Junction 7 also serves a large GlaxoSmithKline site directly off the junction in addition to a large business area, Stevenage Football club and the Stevenage area.



### **M25 J10 -16**

The M25 J10 to J16 has the highest traffic flows on the Strategic Road Network with Junction 15 to 16 being a particular problem area, having not been widened in 20 years and being situated between two major motorways (the M40 and M4).

Junctions 10 to 16 runs through areas of the Metropolitan Green Belt and several urban and suburban settlements and a portion of the route from London Gatwick Airport to the north and west. The two way vehicle flows on the section exceed 200,000 vehicles per day which results in frequent congestion and severe delay to road users.

Smart motorway schemes are planned on the M4 and underway on the M3 for

major radial routes, which will further increase demand for the M25. In July 2015, the Airports Commission recommended expansion of Heathrow Airport (LHR) with an additional runway by 2030. This would in turn increase passenger demand and employment at LHR, increasing traffic volumes on the M25, M4 and M3.

The M25 J10 to J16 SM scheme is intended to address the current and reasonably predictable future network demands, but cannot take account of developments without planning consent at time of scheme implementation.

M25 J10 to 16 - upgrading the M25 between junction 10 (A3) and junction 16 (M40) through a mixture of enhancements, including All Lane Running between junctions 15 and 16, as well as four-lane through-junction running between junctions 10 and 12. The table below shows the proposed changes to the operating regime.

M25 Section	Indicative Length of section (Slip datum to slip datum using NB carriageway)	Clockwise configuration (northbound)		Anti-clockwise configuration (southbound)	
		Existing	Proposed	Existing	Proposed
J9 to J10	Not Known	4L + HS	4L + HS	4L + HS	4L + HS
Through J10	1,602m	3L + HS	4L ALR	3L + HS	4L ALR
J10 to J11	6,354m	4L + HS	4L + HS	4L + HS	4L + HS
Through J11	1,488m	3L + HS	4L ALR	3L + HS	4L ALR
J11 to J12	1,508m	4L + HS	4L + HS	4L + HS	4L + HS
Through J12	2,149m	3L + HS	4L ALR	3L + HS	4L ALR
J12 to J13	3,272m	5L + HS	5L + HS	5L + HS	5L + HS
Through J13	1,640m	4L + HS	4L+HS	4L + HS	4L+HS
J13 to J14	1,453m	5L + HS	5L + HS	5L + HS	5L + HS
Through J14	1,679m	4L + HS	4L + HS	4L + HS	4L + HS
J14 to J15	1,061m	6L + HS	6L + HS	6L + HS	6L + HS
Through J15	2,304m	3L + HS	4L ALR	3L + HS	4L ALR
J15 to J16	6,074m	4L + HS	5L ALR	4L + HS	5L ALR
Through J16	2,629m	3L + HS	3L + HS	3L + HS	3L + HS
J16 to J17	Not Known	4L + HS	4L + HS	4L + HS	4L + HS

Note that whilst M25 J10-16 is 32.3km in length, the primary survey requirements will be limited to:

- J10-J12 (where we are delivering Through Junction Running), and
- J15-16 (where we will be delivering All Lane Running).

This will materially alter the quantum of the scheme and road space requirements. The total length of the survey requirements is 24.1 km and shown in the table below.

<b>Through J10</b>	1,602m
<b>J10 to J11</b>	6,354m
<b>Through J11</b>	1,488m
<b>J11 to J12</b>	1,508m
<b>Through J12</b>	2,149m

<b>Through J15</b>	2,304m
<b>J15 to J16</b>	6,074m
<b>Through J16</b>	2,629m

This Smart Motorways project is immediately adjacent to proposed improvements at M25 J10 which is a significant improvement scheme involving substantial alteration to the slip roads and roundabout on the A3. The scheme is very early in its development and at public consultation with regards to possible solutions. There is a high chance that the two schemes will require close liaison and planning will be required.

There is only one Operations Directorate (OD) schemes identified, from their forward programme that will affect the Smart Motorway project. This is a regional technology scheme that involves alteration to the technology at J13 aimed at improving collision clusters in the area. The current programme shows design in 2017/18 and construction in 2018/19 Although the RIS scope does not cover J13 it is advisable that the J13 technology scheme is developed in close liaison with the SM project to ensure continuity and integration.

## **SCOPE OF SURVEYS**

Highways England requires the *Contractor* to undertake surveys and produce a full inventory of their location, construction and their condition as per Smart Motorway Programme - Survey Guide (V2) including its Annexes requirements.

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

Design consultants are expected to be appointed shortly who will undertake asset gap analysis from collated existing asset data. The gap analysis may result in some elements of survey work may not be required or their extent curtailed. If this is required, this would be instructed in writing by the *Project Manager*.

A brief summary of the survey work required to be undertaken by the *Contractor* is listed below:

**PLEASE NOTE** - LIDAR surveys have been undertaken and completed.

- **Pavement**

- Visual condition walkover survey (all lanes where possible viewed from verge).
- Deflectograph surveys based upon based upon availability of Traffic Speed Deflectometer (TSD) data and is less than 3 years old (in accordance with MPI 46 '*Pavement surveys and Design Process Best Practice Guide*')
- Ground Penetrating Radar (all lanes including existing hard shoulder and central reserve).
- Falling Weight Deflectometer (hard shoulder and lane 1)
- Coring and DCP (hard shoulder and lane 1 nominal 150m centre's plus all lanes where defects are identified). Testing of core samples to be undertaken.
- Unbound material samples to a depth of 1m below the underside of the pavements.
- Testing of core samples as per Survey Guide requirements.
- Factual report on pavement surveys.

- **Drainage**

- Survey of piped network and chambers.
- Survey of non-piped network (surface water channels, filter

trenches, grass channels etc.)

- Location of drainage ancillaries assets (e.g. penstocks, interceptors, oil separators and pumping stations, etc.)
- Defect survey and assessment (i.e. CCTV).

- **Topographical (conventional methods)**

- Narrow strip on the nearside verge alongside the edge of carriageway.
- All features within the highway boundary (including boundary feature) at the bottom or top of the batter or other features at the locations of gantries and ERAs identified in The Operational Concept phase of design involves examining existing network capacity, congestion and accidents thereby determining an outline smart motorway layout with key features such as junction layouts, gantry positions and emergency refuge areas developed. The output is known as Design Fix One. The locations of the key features identified at Design Fix One may be amended as environmental appraisal takes place during the next design phase. A copy of the outline smart motorway design layout will be provided to the Contractor for use in undertaking the surveys.
- Existing assets/ features within the highway boundary that are to be retained
- Locations of the proposed sign gantries and Emergency Refuge Areas (ERAs) identified in the Operational Study, and features on the batter/cutting slopes and where there are gaps from Lidar surveying.
- Other locations as directed by the *Project Manager*

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

- **Ducts in structures and cross carriageway ducts**

- Location, type and capacity of existing cross-carriageway ducts (CCD); and
- Location, type and capacity of existing ducts through structures.

- **Geotechnical Ground Investigation**

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

The following scope of works may be required;

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

#### Collated Asset Data

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

The asset data should be collected in electronic format and will be entered by the *Contractor* onto the relevant Highways England Database systems (e.g. HADDMS, HAPMS etc.).

#### Employers Common Data Environment

The *Contractor* will upload all surveyed asset data onto the dedicated Business Collaborator sharepoint site <https://smpbim.withbc.com/bc/bc.cgi>.

#### Temporary Traffic Management

The *Contractor* will be required and responsible for providing temporary traffic management to carry out surveys on the network.

#### Road Space Booking

All activities on the network are required to be coordinated with the Maintenance Service Provider (MSP) / Highways England Area Team to arrange road space to complete the site survey work.

Road space bookings will need to be submitted at the earliest possible opportunity to avoid planned works and network embargos. Requests for road space will need to be submitted to the MSP/ Highways England Area Team) road space booking team.

Throughout the duration of the *works*, the *Contractor* will be responsible to liaise with the MSP road space booking team and resolution of clashes and any changes required to road space bookings.

The *Contractor* should work collaboratively with the MSP/ Highways England Area Team to share road space where possible and without compromise to safety of customers, workers or the public.

### Network Occupancy Management System (NOMS)

Schedule of Roadworks (SRW) is used to manage road space bookings and network occupancy. Highways England need to make ensure that all works on the Strategic Road Network (whether utility companies or our own maintenance and improvements) have a minimal impact on customers. SRW has reached the end of its life and a replacement is needed.

The replacement is called the Network Occupancy Management System (NOMS), and it will go live on 29 August 2017. Highways England need all future users of the system to make sure they are booked onto training to learn how to use the new system – more information below.

### NOMS Benefits

NOMS replicates the functionality of SRW but has useful extra features. They are aimed at improving the accessibility and accuracy of information for staff and customers. NOMS will:

- Provide improved data – A real-time link from NOMS to Traffic England will provide up-to-date roadworks information,
- Enable effective decisions – NOMS can be accessed from anywhere, on a tablet or PC – providing data where it's needed. NOMS also includes improved clash analysis to identify where multiple events might cause network availability problems, and
- Deliver a system that is fit for the future – A robust, modular platform able to support our developing network management needs.

### Training on NOMS

Current users of SRW need to be trained to use NOMS. Our training team has already been in touch with most SRW users to plan this. The training needs analysis covered Major Projects, NTOC, NOM Champions and representatives of

the SRW User Group.

Find out more

Further information on NOMS can be found on the Highways England Portal and Supply Chain Portal pages which includes a 60-second video showing what the new system looks like.

**Delivery Programme**

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

**Objective:** To identify existing asset condition data to the specifications in this document and provide data to the design team(s) / SMP team by the dates set out below:

Scheme title	Distance between junctions to be surveyed	Site survey /data collection working window	Date : Delivery of digital data and on Business Collaborator by
<b>TRANCHE 5 (AS14)</b>			
A1 Junction 6-8	13.4 Km	Aug 17 - 31 Dec 17	Earliest possible but no later than 13 Feb 18.
M25 Junction 10-16	Survey Required J10-12 & J15-16 only, total length 24.1 km	Aug17 - 31 Dec 17	Earliest possible but no later than 13 Feb 18
M53 Junction 5-11	10.8 Km	Aug17 - 31 Dec 17	Earliest possible but no later than 13 Feb 18
M62 Junction 20-25	31.9 Km	Aug 17 - 31 Dec 17	Earliest possible but no later than 13 Feb 18
M40/M42 Interchange	11.5 Km	Aug 17 - 31 Dec 17	Earliest possible but no later than 13 Feb 18

**WI 200    General constraints on how the *Contractor* Provides the Works****WI 205    General constraints****WI205.1    Project risks**

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

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

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

The *Contractor*:

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

**WI205.2    Environmental requirements**

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

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

WI205.2.3        Goods purchased by the *Contractor* on behalf of the *Employer* (or which will become the property of the

*Employer*) comply with the relevant minimum environmental standards specified in the Government Buying Standards (<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-qbs>)

### WI205.3 Site Waste Management Plan

WI205.3.1 In order to reduce the need for waste disposal, the *Contractor* minimises the generation and environmental impacts of wastes arising during the *works* and maximises opportunities for the re-use and recovery of wastes. The *Contractor* produces and maintains a site waste management plan which is consistent with IAN 183/14.

The site waste management plan is to include the following:

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

The Waste Management Licensing Regulations 1994  
[www.legislation.gov.uk/ukxi/1994/1056/made](http://www.legislation.gov.uk/ukxi/1994/1056/made)

Town and Country Planning Act 1990 - Legislation.gov.uk  
[www.legislation.gov.uk/ukpga/1990/8/contents](http://www.legislation.gov.uk/ukpga/1990/8/contents)

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

### WI205.4 Conflict of interest

WI205.4.1 The *Contractor* does not take an action which would cause a conflict of interest to arise in connection with this contract. The *Contractor* notifies the *Employer* via the *Project Manager* if there is any uncertainty about whether a conflict of interest may exist or arise.

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

- WI205.4.3 The *Contractor* ensures that any employee of the *Contractor* or of any Subcontractor (at any stage of remoteness from the *Employer*) who is engaged in Providing the Works completes a declaration of interests and conflict of interests in the form set out in Annex C of the Works Information. The *Contractor* issues to the *Project Manager* any completed declaration of interests and conflict of interests.
- WI205.4.4 The *Contractor*
- immediately notifies the *Project Manager* and
  - procures that any Subcontractor (at any stage of remoteness from the *Employer*) immediately notifies the *Contractor*
- if there is any uncertainty about whether a conflict of interest may exist or arise.
- WI205.4.5 Following a notification from the *Contractor*, the *Project Manager* may
- require the *Contractor* to stop Providing the Works until any conflict of interest is resolved or
  - require the *Contractor* to submit to the *Project Manager* for acceptance a proposal to remedy the actual or potential conflict of interest.
- A reason for not accepting the submission is that it does not resolve the conflict of interest. The *Contractor* amends the proposal in response to any comments from the *Project Manager* and resubmits it to the *Project Manager* for acceptance. The *Contractor* complies with the proposal once it has been accepted.
- WI205.4.6 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with his obligations.

## **WI 210**    **Confidentiality**

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

**WI 220**    **Security and identification of people**WI220.1    **Basic Security Checks**

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

**WI 240**    **Traffic management**

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

WI240.1.1            **Bank Holiday Mondays**

Traffic management to be removed before 06.00 on the Friday before the bank holiday Monday and not reinstated before 00.01 on the Tuesday after the bank holiday.

WI240.1.2            **Easter**

Traffic Management to be removed before 06.00 on the Thursday before Good Friday and not reinstated before 00.01 on the Tuesday after Easter Monday.

WI240.1.3            **Christmas and New Year**

Christmas – Work to be continued during festive season except 25<sup>th</sup>, 26<sup>th</sup> December and 1<sup>st</sup> January and be agreed with MSP / OD prior programming.

Traffic Management to be removed if instructed by Operational Directorate or MSP

Other Embargo's – Public events within surround areas may impact network occupancy (e.g. Football matches, etc). - Early discussions with Operational Directorate and MSP will be required prior programming the works.

Temporary traffic management will be required to carry out surveys on the network and will be the responsibility of the Contractor. All activities are required to be coordinated with the Maintenance Service Provider (MSP) to arrange road space to complete the site survey work.

Temporary traffic management plans, method statements and risk assessments shall be produced by Contractor and approved by Highways England in advance prior to starting works on site.

Throughout the duration of the works, the Contractor will be responsible to liaise with the MSP road space booking team and resolution of clashes and any changes required to road space bookings.

The Contractor should work collaboratively with the MSP/ Highways England Area Team to ensure least disruption to road users and share road space where possible and without compromise to safety of customers, road workers or the public.

#### Road Space Booking

Road space bookings will need to be submitted at the earliest possible opportunity to avoid planned works and network embargos. Requests for road space will need to be submitted to the MSP road space booking team.

The Contractor will be required and responsible for providing temporary traffic management to carry out surveys on the network. All activities are required to be coordinated with the MSP to arrange road space to complete the site survey work.

Temporary traffic management plans, method statements and risk assessments should be produced by the Contractor and approved by Highways England prior to starting works on site. The traffic management system should ensure least possible disruption to road

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

WI250.1

The *Contractor*

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

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

WI255.1

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

*date.*

**WI 260**     **Project Controls**

WI260.1     **Project Controls Framework**

WI260.1.1             No PCF Products to be prepared unless instructed by *Project Manager*.

WI260.2     **Programme Control Framework**

WI260.2.1             .  
No PrCF Products to be prepared unless instructed by the *Project Manager*.

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

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

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

**WI 280**     **Apprenticeships**

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

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

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

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

**WI 300**      **Contractor's design**

No design work required.

**WI 305**      **Design responsibility**

WI305.1

**WI 325**      **Building Information Modelling (BIM)****BIM - 'Better Information Management'**

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

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

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

The EIR is a SMP mandated document that defines in detail the *Employer* requirements for digital data creation and handover including, but not limited to models, data and documentation. The requirements of this document must be fully and clearly understood by those procuring, planning and executing asset surveys.

The Survey Supply Chain develops and delivers its asset surveys as a complete Survey Information Model (SIM), in accordance with the Survey Guide, the EIR and any Intervention specific requirements.

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

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

contract and post contract stages.

1.2 In developing all deliverables, *Contractors* are reminded to:

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

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

#### WI325.1 General

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

#### WI325.2 Creation of Delivery Plans

WI325.2.1 Prior to the commencement of each Stage, the *Employer* creates and issues to the *Contractor* a delivery plan (the "Information Delivery Plan") for the relevant Stage based on the

	Employer's Information Requirements and the Model Production and Delivery Table.
WI325.2.2	Within two weeks of the Information Delivery Plan being issued, the <i>Contractor</i> updates the BIM Execution Plan to comply with the Information Delivery Plan and submits it to the <i>Project Manager</i> for acceptance.
WI325.2.3	The <i>Project Manager</i> reviews the updated BIM Execution Plan and verifies that it complies with the Information Delivery Plan. The <i>Project Manager</i> updates the Model Production and Delivery Table as needed.
WI325.3	<u>Production of Specified Models by the <i>Contractor</i></u>
WI325.3.1	<p>The <i>Contractor</i> develops the following documents for acceptance by the <i>Project Manager</i> within 4 weeks of award;</p> <ul style="list-style-type: none"> <li>• Supply Chain BIM Capability Assessment,</li> <li>• GIS Strategy and Implementation Plan and</li> <li>• Design Management Plan (BS 7000-4 compliant), along with a simple BIM strategy document within 4 weeks of award.</li> </ul>
WI325.3.2	<p>The <i>Contractor</i></p> <ul style="list-style-type: none"> <li>• produces the Specified Models (excluding any material forming part of the Specified Models which is provided to the <i>Contractor</i> by or on behalf of the <i>Employer</i>) at each Stage to the relevant Level of Definition specified in the Model Production and Delivery Table and in accordance with the updated BIM Execution Plan,</li> <li>• validates the Specified Models against the requirements set-out in the Employer's Information Requirements and the Information Delivery Plan,</li> <li>• delivers the Specified Models to the <i>Project Manager</i> and other Project Team Members,</li> <li>• uses the Models in accordance with any procedures in the Employer's Information Requirements,</li> <li>• otherwise complies with the <i>Employer's</i> Information Requirements.</li> </ul>
WI325.3.3	The <i>Contractor</i> develops its design(s) as a complete Project Information Model. The <i>Contractor</i> hosts the Project Information Model on the Common Data Environment (CDE).
WI325.3.4	The <i>Contractor</i> uses the verified Composite Graphical Model for the purposes of, but not limited to:

- Delivery of Asset Information Model (refer to the EIR & ADMM)
- Site utilisation planning

3D co-ordination of asset survey data

WI325.3.5 On Completion the *Contractor* submits a complete “as constructed” Composite Graphical Model, and “as built” drawing definitions and reports for the asset data and to be uploaded to BC and in a user-friendly format for use by Smart Motorway Designers.

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

### **WI 335**      **Copyright/licence**

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

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

WI340.1 The *Contractor* is to upload all collated asset data on Business Collaborator for access for future use for Smart Motorway Design.

### **WI 400**      **Completion**

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

WI405.1 The work to be done by the Completion Date for the whole of the *works* is all the work included in this contract - please refer to Delivery Programme

WI405.2 Traffic management measures which could cause traffic flows to be impeded or restricted are to be removed before Completion -- please refer to Delivery Programme

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

WI410.1 The work to be done by the Completion Date for a *section* of

the *works* is all the work included in the *section* - please refer to Delivery Programme.

The *Contractor* shall include in the Delivery Programme milestones for submission of sample(s) of collated asset data for review and acceptance by the *Project Manager* to ensure the collated data is accurate and complete in accordance with the requirements of the Survey Guide.

WI410.2                      Not Used

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

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

#### **WI 445**                      **Documents**

WI445.1                      The *Contractor* provides the handover documents at the time required by and in accordance with the *Employer's* current procedures.

##### **Collated Asset Data**

The asset survey data will be collated in electronic format and should be GPS referenced, complying with IAN 184/14 or subsequent updated IAN and requirements of the Survey Guide.

The asset data should be collected in electronic format (refer to section WI 325) and will be entered by the *Contractor* onto the relevant Highways England systems (e.g. HADDMS, HAPMS etc.).

The data will also be uploaded onto the dedicated Business Collaborator sharepoint site.

The *Contractor* will prepare "gap-analysis" report where no survey data have been collected.

WI445.2                      The *Contractor* returns the Works Information or any other material relating to the *works* to the *Employer* upon completion

of the *Works*.

No PCF Products are required at this stage.

**WI 500**      **Programme**

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

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

- WI505.1
- Contract Award. starting date/ planned Completion /Completion Date/Key Dates
  - order and timing of operations to Provide the Works in accordance with the Works Information
  - Mobilisation – each individual scheme
  - The full range of surveys identified in WI 100 - Description of the Works. (Pavement, Topographical, Drainage & Ducting) and defined as individual items by work section (a work section is not to exceed more than the distance between adjacent junctions on the network).
  - The programme will also clearly identify the Critical Path, Float and resources and costs required to deliver the project.
  - The Programme submitted shall be of a suitable standard to provide a Delta Acumen Fuse Quality % of >85%
  - health and safety requirements
  - approval periods.
  - road space bookings.
  - temporary traffic regulation Orders
  - traffic management.
  - site works.
  - processing period.
  - issue of final data in accordance with IAN 184/14 or subsequent updated IAN.
  - The accepted programme is key to agreeing the true state of play at any one point in time. The regularly submitted programmes will include *Contractor's* progress, their planned sequence of activities, as well as the effect that agreed compensation events have at the time that they occur.
  - Revising the programme the *Contractor* shows on each revised programme:
    - actual progress achieved on each operation activity and affect upon remaining work
    - effects of implemented compensation events

- How the *Contractor* plans to mitigate and deal with any delays and to correct notified Defects.
  - any other changes that the *Contractor* proposes to make
- The maximum period between programme submissions is four weeks, when the *Contractor* submits a revised programme:
  - Within the period for reply after *Project Manager* has instructed
  - When the *Contractor* chooses to
  - At no longer interval than stated in the contract

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

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

**WI 515**      **Methodology Statement**

WI515.1      The following is based on good practice for undertaking SMP asset data collection and is for Guidance Only for the *Contractor* to utilise.

**Stage 1 – Planning and Compound Set up**

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

### Stage 2 – Surveys / Site Work

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

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

- WI520.1      The *Contractor* shall submit all road space bookings will need to be submitted at the earliest possible opportunity to avoid planned works and network embargos. Requests for road space will need to be submitted to the MSP / Highways England Area Team road space booking team. All activities are required to be coordinated with the MSP / Highways England Area Team to arrange road space to complete the site survey work
- The *Contractor* where possible to share Traffic Management with Maintenance Service Provider and other Highways England Contractors.

**WI 530**      **Revised programme**

- WI530.1      A schedule of changes since the previous programme will be issued by the *Contractor* to accompany any revised Clause 32 Programme prior progress meetings

**WI 600**      **Quality management****WI 620**      **Standards and Procedures**

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

**WI 630**      **Quality management**

- WI630.1      The *Contractor* operates management systems as follows
- a health and safety management system complying with OHSAS 18001,
  - a quality management system complying with ISO 9001,
  - an environmental management system complying with ISO 14001,
  - a risk management system and Processes complying with ISO 31000 and

- a collaboration framework complying with BS 11000.
- WI630.2 The systems include processes for delivering continual improvement following the guidance in ISO 9004 and comply with good industry practice and the requirements of this contract.
- WI630.3 The *Contractor* obtains third party certification from a UKAS approved accreditation body accepted by the *Project Manager* of
- its health and safety, quality and environmental management systems not later than twelve months after the Contract Date and
  - its collaboration framework not later than twelve months after the Contract Date
- unless the *Contractor* already holds such certification at the Contract Date. The *Contractor* submits to the *Project Manager* a copy of each certificate within one week after it is obtained.
- WI630.4 The *Contractor* prepares the Quality Plan within four weeks of the Contract Date. The Quality Plan incorporates the Quality Statement and is sufficiently detailed to demonstrate how the *Contractor* will achieve each of the commitments in the Quality Statement and meet the *Employer's* objectives for this contract.
- WI630.5 The *Contractor* keeps a controlled copy of the Quality Plan available for inspection at all times by the *Employer*, the *Project Manager*, the *Supervisor* and their representatives.
- WI630.6 The *Project Manager* notifies the *Contractor* if he considers that the Quality Plan does not comply with the requirements of this contract. Following such notification, the *Contractor* reviews the Quality Plan and reports to the *Project Manager* setting out his proposed changes. If the *Project Manager* accepts the proposals, the Quality Plan is changed.

## **WI 700 Tests and Inspections**

### WI700.1

The surveys require the following testing to be undertaken;

#### **Pavement Core Testing**

Dynamic Cone Penetration tests and laboratory testing of pavement cores are to be undertaken in accordance with HD 29/08. The *Contractor* shall refer to the *Survey Guide* and MPI 46 '*Pavement surveys and Design Process Best Practice Guide*' (Section 4 - Guidance Determine New Survey and Testing Requirements) for the requirements of testing to be undertaken.

The *Contractor* shall submit to the *Project Manager* completed pavement core logs for review. Within 10 working days upon receiving the core logs, the *Project Manager* will review the core logs and produce the testing schedule for the pavement cores. The *Contractor* shall undertake the laboratory testing as scheduled by the *Project Manager*.

The cores will be retained and may also be used at a later stage to provide samples for compositional and physical tests to support the detailed investigation stage. The *Contractor* shall store and retain the core samples under laboratory conditions until instructed by the *Project Manager* for disposal

The type and quantity of laboratory testing can only be determined following review of the pavement cores by the *Project Manager*. The *Contractor* shall allow sufficient costs and time to undertake pavement testing and production of the test results.

#### **WI 725**     **Performance measurement**

- |         |  |
|---------|--|
| WI725.1 | The <i>Contractor</i> records performance against each of the indicators in the "Collaborative Performance Framework", "CPF" (attached at Annex K), and assists the <i>Employer</i> in the development of this measurement framework by proposing and developing ways in which improvements can be made to the Framework. No changes are implemented unless agreed in writing. |
| WI725.2 | New versions of the CPF may be issued from time to time (which can be found on the <i>Employer's</i> website), and the <i>Contractor</i> uses the most recent version as instructed by the <i>Project Manager</i> .  |
| WI725.3 | The targets to be met by the <i>Contractor</i> are a benchmark score of 60% against each indicator.  |
| WI725.4 | Interim assessments are made at monthly intervals and are reported at progress meetings. If the interim assessments indicate that a performance target is not likely to be met, the <i>Contractor</i> submits proposals for changes to procedures to the <i>Project Manager</i> for acceptance.  |
| WI725.5 | Within one month of the starting date, the <i>Contractor</i> arranges and attends a joint performance measurement  |

workshop with the *Project Manager*. The workshop will determine how performance recording and reporting is to be managed, and consider whether any changes to the performance measurements would improve the achievement of the *Employer's* objectives.

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

WI730.1              Not Used

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

WI735.1              Not Used

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

WI740.1              Not Used

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

WI745.1              Not Used

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

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

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

**WI 810**      **Communications**

WI810.1              Provision of cost information

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

WI810.1.2 The outline requirements for Cost Capture are identified in "The Cost Estimation Manual" which is available from the *Project Manager*. The *Project Manager* instructs the required method. The *Contractor* arranges for his principal Subcontractors to make financial submissions in the same WBS

format.

WI810.1.3 Not Used

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

WI825.1            If information is to be exchanged electronically, the *Contractor* complies with the *Employer's* procedures for safeguarding the connection and the format of transmitted data.

WI825.2            For non-electronic exchange of information, the *Contractor* complies with the *Employer's* procedures for safeguarding the transmitted data.

**WI 815**     **Information security**

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

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

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

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

in Annex G.

WI815.4 On Completion or earlier termination, the *Contractor* gives to the *Project Manager* all Personal Data held by it and destroys electronic and paper copies of such data in a secure manner.

## **WI 820**    **Meetings**

### WI820.1    **Progress Meetings**

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

- *Contractor's* manager,
- Design manager (where applicable),
- Environmental coordinator,
- Health and safety coordinator and
- Support staff deemed necessary for the meeting or as requested by the *Project Manager*.

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

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

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

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

- Progress report for period covered by meeting,
- Information related to project performance indicators,

- Programme for next reporting period,
- Actual start dates of activities commenced since the previous updates and reasons for any changes from the approved Scheme programme,
- Actual completion dates of activities completed since the previous update and reasons for any changes from the approved Scheme programme,
- The anticipated time for completion, in working days, for activities in hand,
- Any change requested by the *Contractor* to the programmed completion date and the reasons for any change,
- Proposals for retrieving of any slippage to the approved Scheme programme,
- Design issues (where applicable),
- Certificate status,
- Confirmation of scheme costs estimate and budget forecast,
- Payment schedule – agreement of compensation events,
- Insurance related issues,
- Subcontractors,
- Quality matters,
- Safety CDM issues and
- Risk register.

## WI820.2 Other Meetings with the *Project Manager*

WI820.2.1 Throughout the duration of the *works*, the *Contractor* shall meet with the *Project Manager* to discuss and address;

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

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

## WI820.3 Environmental Coordination Meetings

WI820.4 Technical Working Group Meetings

WI820.5 Consultations with Third Parties

WI820.6 Public Relations and Liaison

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

WI900.1     The *Contractor* does not enter into commitments when dealing with third parties that might impose any obligations on the *Employer* except with the consent of the *Employer*.

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

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

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

WI905.1     The *Contractor* cooperates with, and shares the Working Areas with the following organisations:

Road space for undertaking the survey works should be shared with the Maintenance Service Provider and other Contractors in a collaborative nature for the benefit of the customer, where possible.

**WI 910**     **Co-operation**

WI910.1     The Contractor will be responsible for all stakeholder management including daily liaison with MSP Team, RCC, Traffic Officers and HE Operations Directorates representative and any other key stakeholders.

**WI 915**     **Co-ordination**

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

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

The Contractor complies with the special requirements of the following:

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

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

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

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

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

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

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

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

- WI1005.1      The *Contractor* provides the following items of Equipment for the *Employer's* use:
- None identified.

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

- WI1015.1      If, at the *starting date*, the *Employer* makes available Plant and Materials for use by the *Contractor* in Providing the Works, the *Contractor* supplies the same quantity and quality of Plant and Materials to the *Employer* at Completion unless the *Project Manager* agrees otherwise.

None identified.

**WI 1100**    **Health and safety**

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

WI1105.1	Not Used
WI1105.2	The <i>Contractor</i> complies with <i>Employer's</i> Interim Advice Note 128/15AR Highways England Supply Chain Health and Safety Incident Reporting (" <b>IAN 128</b> ") or its later update or replacement, including any time periods required by IAN 128. If no time period is specified in IAN 128 the <i>period for reply</i> applies unless agreed otherwise by the <i>Project Manager</i> .
WI1105.3	<p>If any incident occurs that the <i>Contractor</i> considers is not within the remit of IAN 128 then the <i>Contractor</i></p> <ul style="list-style-type: none"> <li>• notifies the <i>Project Manager</i> of the incident; and</li> <li>• reports the incident as if the incident was in the remit of IAN 128, if required by the <i>Project Manager</i>.</li> </ul>
WI1105.4	<p>Any document that would otherwise fall to be disclosed by the <i>Contractor</i> to the <i>Employer</i> may be withheld by the <i>Contractor</i> provided that the <i>Contractor's</i> legal advisor confirms to the <i>Project Manager</i> that the document is</p> <ul style="list-style-type: none"> <li>• a confidential communication between the <i>Contractor</i> and its legal advisor for the purposes of seeking or giving legal advice that the legal advisors would normally expect to be given legal privilege in the normal course of its business with the <i>Contractor</i>; or</li> <li>• a confidential communication between the <i>Contractor</i> or its legal advisers and third party where the communication came into existence with the dominant purpose of being used in connection with contemplated, pending or actual litigation in adversarial proceedings (as opposed to investigations or fact finding inquiries).</li> </ul>
WI1105.5	In addition to any requirements in the IAN 128, the <i>Contractor</i> reports to the <i>Project Manager</i> within 3 hours, details of any serious incidents involving any person injured or killed in connection with the <i>works</i> on the Site.
WI1105.6	The <i>Contractor</i> reports such incidents through <i>Highways England's</i> Accident and Incident Reporting System.
WI1105.7	The <i>Contractor</i> issues the information in the health and safety file to the <i>Project Manager</i> at Completion.

WI1105.8	The <i>Contractor</i> operates an occupational health management system in line with the requirements of the Health and Safety Executive's construction occupational health management model.
WI1105.9	<p>Before commencing the construction phase of the <i>works</i>, the <i>Contractor</i> provides a construction phase plan to the <i>Project Manager</i> for acceptance. Reasons for rejecting the construction phase plan are that it does not meet the requirements or obligations of</p> <ul style="list-style-type: none"> <li>• this contract or</li> <li>• the Construction (Design and Management) Regulations 2015 (CDM 2015).</li> </ul>
WI1105.10	The <i>Contractor</i> amends the construction phase plan in response to any comments from the <i>Project Manager</i> and resubmits it for acceptance by the <i>Employer</i> , via the <i>Project Manager</i> . The <i>Contractor</i> complies with the construction phase plan once it has been accepted.
WI1105.11	The <i>Employer</i> , via the <i>Project Manager</i> , notifies the <i>Contractor</i> when the construction phase plan is approved and gives consent to commencement of <i>works</i> .
WI1105.12	The <i>Contractor</i> confirms to the <i>Project Manager</i> that adequate welfare facilities are in place prior to commencement.
WI1105.13	The <i>Contractor</i> and the <i>Employer</i> notify each other of any known special health and safety hazards which may affect the performance of the <i>works</i> . The <i>Contractor</i> informs and instructs people employed by him on the hazards and any necessary associated safety measures.

## **WI 1115    Legal Requirements**

The *Employer* appoints the *Contractor* to act as Principal Contractor and principal designer for the purposes of the Construction (Design and Management) Regulations 2015

The *Contractor* provides information to the *Project Manager* to demonstrate that individuals proposed for appointment to carry out the duties of the principal designer meet the criteria in the Health and Safety Executive's "Managing Health and Safety In Construction, Construction (Design and Management) Regulations

2015, Guidance on Regulations L153 published 2015".  
[Include if Contractor appointed as principal designer]

#### Principal Designer (PD)

Principal Designer (PD) organisational competence assessments are aimed at Designers who Highways England will be appointing into the role. A project level assessment of key design team individuals will also be required to fully discharge Highways England's Client duty to appoint competent PDs under the Construction (Design & Management) Regulations (CDM2015).

More complex projects may require a project level organisational assessment; this can be explored by discussion with the NH&ST.

Typically a PDs organisational assessment will be undertaken no more than once a year, a register of assessments will be held by the NH&ST. Post organisational assessment PDs are required to inform Highways England NH&ST, and our operational managers, should their arrangements change significantly.

Successful assessment will be required before Designers are appointed into the PD role on Highways England projects and frameworks.

The proposed PD is asked to complete the tables below, referencing and providing supporting information as is proportional to the H&S risk in the framework or projects they are being tasked.

Completed assessments should be forwarded to, and further information can be obtained from your Highways England Construction & Maintenance H&S Team Regional H&S Business Partner

Refer to **ANNEX J** for details - Table 1, 2, 3 & Assessment of Package Contract Specific Health & Safety Submission. (Competence of Roles under CDM) to be completed by the Contractor.

WI1115.1      The *Employer* appoints the *Contractor* to act as principal contractor *and principal designer* for the purposes of the Construction (Design and Management) Regulations 2015.

**WI 1120    Inspections**

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

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

WI1130.1      The *Contractor* embraces and contributes to Highways England's Aiming for Zero initiative.

**Aiming For Zero**

Our Aiming for Zero strategy sets out a clear vision for the health and safety of our workforce:

***“Our aim is that as an employer, designer and leading client, nobody comes to harm as a result of their work for us”***

<https://haportal.net/inform/aiming-for-zero.html>

WI1130.2      The *Contractor* complies with the *Employer's* rules, regulations, health and safety policies and any safety and security instructions notified to the *Contractor*.

WI1130.3      The *Contractor* complies with the minimum requirements specified in *Employer's* 'raising the bar' guidance.

**WI 1200    Subcontracting**

**WI 1205    Restrictions of requirements for subcontracting**

WI1205.1      The *Contractor* obtains a minimum of 3 competitive quotations for the appointment of any Subcontractor or

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supplier for the *works* with a value in excess of £1.0M.

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

WI1210.1            None identified.

**WI 1300**    **Title**

**WI 1305**    **Marking**

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

None identified.

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

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

**WI 1400**    **Acceptance or procurement procedure**

**WI1400.**    **Procurement of a Relevant Subcontract**  
**1**

WI1410.1.1            In this WI1410.1

- **Relevant Subcontract** is a subcontract for the supply (whether or not including fabrication, delivery or installation) of any significant steel materials, steel related products or steel related elements (excluding Equipment and fixings) that are

- used to Provide the Works or
- incorporated or left in the *works*

which the *Contractor* has not already awarded before

the Contract Date.

- **Relevant Subcontractor** is a subcontractor appointed under a Relevant Subcontract.

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

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

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

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

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

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

WI1410.1.6 Reasons for the *Project Manager* not accepting the proposed appointment of a Relevant Subcontractor are that

- the tender assessment does not comply with the accepted assessment methodology or scoring methodology,
- the tender assessment does not demonstrate how the Relevant Subcontractor meets the assessment criteria,
- the Relevant Subcontractor's appointment will not allow the *Contractor* to Provide the Works or
- the Relevant Subcontractor's appointment will not

comply with this contract.

- WI1410.1.7      The *Contractor* awards any Relevant Subcontract on the basis of the most economically advantageous tender (as defined in the Public Contracts Regulations 2015) following a fair, transparent and competitive process proportionate to the nature and value of the Relevant Subcontract. The *Contractor* conducts the financial assessment of any Relevant Subcontract tenders on a whole life cost basis.
- WI1410.1.8      In procuring all Relevant Subcontracts, the *Contractor* takes into account
- compliance by the Relevant Subcontractor with
    - health and safety legislation and the protection of any staff involved in any production or manufacturing process of any steel material or steel product,
    - welfare legislation or
    - employment legislation,
  - the carbon footprint of any steel materials or steel products used in or to Provide the Works so as to minimize any carbon emissions,
  - the social integration of disadvantaged workers or members of vulnerable groups among the staff performing the contract and used to Provide the Works, such as the long-term unemployed (defined as people who have been unemployed for 12 months or more),
  - the Relevant Subcontractor's commitment to provide training in the skills needed
    - to perform any Relevant Subcontract or
    - to Provide the Works,such as the hiring of apprentices and
  - the whole life cost and cost-effectiveness of any steel materials or steel products used in or to Provide the Works, including the cost (measured over the life-cycle of the material or product in question) of
    - transport or transportation,
    - insurance,
    - assembly and disposal and

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

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

The *Contractor* will be working across a number of schemes. Each of these schemes has been assigned a dedicated PIN (Project Identification Number) within the client's internal reporting system. The *Contractors* payment application invoices, forecast and all other financial submissions should follow a similar structure. The *Contractor* is required to contact the HE *Project Manager* prior to setting up their own internal accounts and records procedures prior to commencing any works.

*Contractor* to provide for each specific scheme by 22<sup>nd</sup> every month:

- monthly forecast
- Monthly accruals
- Brief explanation of any variances
- CRaMS

**Invoicing**

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

Invoices should provide a breakdown of costs for any plant, equipment and materials.

Project Bank Account When requested by the <https://smpbim.withbc.com/>, the *Contractor* provides details of suppliers who are required to enter into the deeds for Project Bank Account pursuant to clause Z22.

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

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

- WI1505.2 The *Employer* ensures that data removed from the Working Areas for verification is adequately protected against the risk of accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure.
- WI1505.3 The *Contractor* obtains agreement from the data subject for the removal of Personal Data from the Working Areas for verification.

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

Not Used

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

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

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

**Specification**

- The specification referred to in the Works Information is the '[specification for highway works](#)' current at the Contract Date, published by TSO (formerly HMSO) as volume 1 of the manual of contract documents for highway works, as modified and extended by the following:
  - (i) Appendix 0/1: Contract-specific additional, substitute and cancelled clauses, tables and figures,
  - (ii) Appendix 0/2: Contract-specific minor alterations to existing clauses, tables and figures,
  - (iii) The numbered appendices listed in appendix 0/3.
- Insofar as any of the numbered appendices may conflict or be inconsistent with any provision of the specification for highway works the numbered appendices will always prevail.
- Any reference in the contract to a clause number or appendix within the specification for highway works shall be deemed to refer to the corresponding substitute clause number or appendix listed in appendix 0/1 or 0/2.
- Where a clause is altered any original table/figure

referred to in the clause shall apply unless the table/ figure is also altered. Where a table/figure is altered any reference in a clause to the original table/figure shall apply to the altered table/figure.

- Where a clause in the specification relates to work goods or materials which are not required for the *works* it shall be deemed not to apply.
- Any appendix referred to in the specification which is not used shall be deemed not to apply.

WI2005.2

The following sections of the specification for highway works apply:

### **Work Specification**

All asset data collected will be compliant with the requirements of the draft CAD/BIM standard (IAN 184/14), SMP - Employers Information Requirements, Smart Motorway Programme - Survey Guide (V2) including all Annexes and other relevant Highways England database systems.

The SMP survey requirements are described in the SMP Survey Guide (V2), which is located on Highways England Business Collaborator website. Contractors are requested to familiarise themselves with the scope of works detailed in the SMP Survey Guide V2 which can be found in the link below:

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

To obtain this information the contractor will first need to request access to the Business Collaborator website by clicking on the request box "Get Access":

<https://smpbim.withbc.com/>      **common data environment.**

Please note that access to the Business Collaborator website will be provided by Highways England to one individual from the supply chain only. The following information will need to be supplied for the nominated individual:

- Full Name.

- Email address.
- Role / responsibility.

All asset data collected and delivered under this Package Order should be entered onto the relevant Highways England systems (e.g. HADDMS, SMIS, HAPMS etc.).

## **WI 2010   Drawings**

WI2010.1

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

No drawing appended – extent of site works is specified in the Site / Working Areas information. All works to be agreed with PM prior programming.



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

DATED [●]

**HIGHWAYS ENGLAND COMPANY LIMITED**

as Employer

**[●]**  
as Guarantor

**PARENT COMPANY GUARANTEE**

relating to a project at  
[●]

**DATED [●]**

**PARTIES**

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

**BACKGROUND**

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

**OPERATIVE PROVISIONS**

1 Definitions and interpretation

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

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

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

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

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

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

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

## 2 Guarantee

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

### 3 Guarantor's liability

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

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

### 4 Variations to the Contract

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

### 5 Liquidation of Contractor/termination of contract

The Guarantor covenants with the Employer that:

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

## 6 Waiver

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

## 7 Rights of Guarantor against Contractor

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

## 8 Continuing guarantee

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

## 9 Third party rights

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

## 10 Notices

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

**11**      **Governing law**

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

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

## EXECUTION PAGE

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

Director

Director/Secretary

**OR**

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

Name of witness:

Signature of witness:

Address:

Occupation:

**Annex B – Deed of Novation**

**FORM OF DEED OF NOVATION**

**DATED** **20**

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**[ Employer ]**

**and**

**[ Contractor ]**

**and**

**[ Replacement Employer ]**

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

---

**THIS DEED** is made on

**BETWEEN:**

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

**RECITALS:**

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

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

1 EFFECTIVE DATE

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

2 RELEASE OF EMPLOYER

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

3 RELEASE OF CONTRACTOR

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

4 BINDING OF CONTRACTOR TO THE REPLACEMENT EMPLOYER

- 4.1 The Contractor binds himself to the Replacement Employer under the Contract as if the Replacement Employer was, and always had been, named in the Contract in place of the Employer.
- 4.2 The Contractor undertakes and warrants to the Replacement Employer that it has carried out, and will carry out, its duties and obligations under and in accordance with the Contract.
- 4.3 The Replacement Employer shall not be prevented from recovering any losses incurred by the Replacement Employer that result from any breach of this clause because:
- (a) the acts or omissions causing that breach occurred before this deed took effect; or
  - (b) the Employer will not incur, has not or would not have incurred those losses.

5 BINDING OF REPLACEMENT EMPLOYER TO CONTRACTOR

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

6 VESTING OF REMEDIES IN REPLACEMENT EMPLOYER

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

7 VESTING OF REMEDIES AGAINST REPLACEMENT EMPLOYER

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

8 AMOUNTS DUE AND CLAIMS UNDER THE CONTRACT

The Contractor acknowledges and confirms that:

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

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

9 WARRANTIES OF THE ORIGINAL EMPLOYER

The Employer hereby covenants with the Replacement Employer that:

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

10 CONTRACT TO REMAIN IN FORCE

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

11 LAW AND JURISDICTION

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

12 LIMITATION PERIOD

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

13 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

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

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

## Annex C – Declaration of Interest

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

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

##### Purpose

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

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

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

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

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

### Declaration

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

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

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

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

Signed by the Consultant	
Date	

Acknowledged by the employer	
Date	

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

Acceptance/ Non-acceptance

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

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

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

Please record reasoning for decision:

--

**Signed:** .....

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

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

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

## **Annex D – Continual Improvement**

The *Contractor* is required to achieve the following requirements

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

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

Continual improvement comprises four parts:

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

### ***Outcome Requirements***

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

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

### ***Strategic Objectives***

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

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

### ***The Method***

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

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

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

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

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

The *Contractor* shall:

#### DEPLOY A STRATEGIC USE OF LEAN

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

#### ENSURE LEAN LEADERSHIP

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

#### DELIVER CUSTOMER VALUE

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

#### ADOPT LEAN STRUCTURE AND BEHAVIOUR

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

#### ENSURE PROCESS FLOW

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

#### CREATE STANDARD WORK PRACTICES

- Standardise Processes across sites and departments

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

#### ENSURE PROCESS CONTROL AND QUALITY

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

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

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

#### DEPLOY EFFECTIVE EQUIPMENT MAINTENANCE

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

#### MAINTAIN EFFECTIVE SUPPORTING INFRASTRUCTURE

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

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

***Performance Measurement***

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

The *Contractor* shall:

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

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

**The Contractor measures their adoption of a continual improvement culture using the *Employer's* Lean Maturity Assessment Toolkit**  
(<http://www.highways.gov.uk/publications/lean-Halmat>)

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

### **Guidance for Suppliers**

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

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

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

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

### **Suggested Action Plan Structure**

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

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

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

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

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

## Measures of Success and KPIs

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

## Generic Scoring Guidance for Inclusion Indicator

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

## **Annex F – Request for take over**

### **Taking over certificate**

Scheme: .....

Contract Reference:.....

Whole of the *works*: .....

### **Contractor's Statement**

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

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

Signed: .....

*Contractor's Director*

Name: .....

Date: .....

### **Local Highways Authority Acceptance**

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

Signed: .....

for **Local Highways Authority**

Name: .....

Date: .....

### **Project Manager's Certificate**

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

Signed: .....

*Project Manager*

Name: .....

Date: .....

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

### **1. Mandatory Obligations**

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

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

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

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

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

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

- 3.1 Where Staff require unrestricted access to Highway England asset data bases and Business Collaborator the *Project Manager* notifies the *Contractor* of the appropriate level of National Security Vetting (NSV) to be carried out.

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

## **PART ONE – BPSS Compliance**

### **4. Procedures**

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

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

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

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

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

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

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

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

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

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

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

- 6.1 Identity may be verified by physically checking a range of appropriate documentation (e.g. passport or other photo ID together with utility bills, bank statements etc) or by means of a commercially available ID verification service.
- 6.2 Only original documents should be used for identification purposes, copies are not appropriate. Electronic signatures should be verified by cross checking to a specimen signature provided by the individual.

- 6.3 There is no definitive list of identifying documents. The *Contractor* should note that not all documents listed in the BPSS are of equal value. The objective is a document that is issued by a trustworthy and reliable source, is difficult to forge, has been dated and is current, contains the owner's name, photograph and signature and itself requires some evidence of identity before being issued (e.g. passport or ID card).
- 6.4 National Insurance numbers (NINOs) can be obtained fraudulently and cannot be relied on as a sole means of establishing identity or right to work. Temporary numbers beginning with TN or ending in a letter from E to Z inclusive are not acceptable.
- 6.5 Where verification of identity is not straightforward but a decision is nevertheless taken to employ an individual, the *Contractor* notifies the *Project Manager* and records the matter on the Risk Register.
- 7. Nationality and Immigration Status (including an entitlement to undertake the work in question) – Outline Requirements**
- 7.1 Nationality and Immigration Status may be verified by physically checking appropriate documentation or, in exceptional circumstances only, by means of an independent check of UK Border Agency (UKBA) records.
- 7.2 The *Contractor* takes the necessary steps to ensure that an individual has the right to remain in the United Kingdom and undertake the work in question.
- 7.3 Checks need to be applied evenly and the *Contractor* needs to be aware of his obligations under the Race Relations Act 1976.
- 8. Employment history (past 3 years) – Outline Requirements**
- 8.1 Employment history may be verified by checking with previous employers, by following up references or by means of a commercially available CV checking service or, in exceptional circumstances only, by means of an independent check of HMRC records.
- 8.2 To ensure that prospective employees are not concealing associations or gaps, the *Contractor* as a minimum verifies the individual's recent (past 3 years) employment or academic history.
- 8.3 Where there are unresolved gaps or doubts remain about an individual's employment history, an independent check of HMRC records may be made.
- 8.4 Every effort should be made to check that the individual has held the previous employment history claimed. Any gaps in the past 3 years employment history should be investigated.
- 9. Criminal record (unspent convictions only) – Outline Requirements**
- 9.1 The *Contractor* should note that the requirement to verify "unspent" convictions does not apply when the BPSS is being carried out as part of the

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

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

## **10. Approval for employment**

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

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

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

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

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

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

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

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

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

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

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

### **15. Procedures**

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

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

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

#### **Site Admittance**

- 16.1 The *Contractor* submits to the *Project Manager* details of people who are to be employed by him and his Subcontractors with the *works*. The details include a list of names and addresses, the capacities in which employed, and other information required by the *Project Manager*.
- 16.2 The *Project Manager* may instruct the *Contractor* to take measures to prevent unauthorised persons being admitted on to the Site. The instruction is a compensation event if the measures are additional to those required by the Works Information.
- 16.3 Employees of the *Contractor* and his Subcontractors are to carry an *Employer's* pass whilst they are on the parts of the Site stated in the Contract Data.
- 16.4 The *Contractor* submits to the *Project Manager* for acceptance a list of the names of the people for whom passes are required. The *Project Manager* issues the passes to the *Contractor*. Each pass is returned to the *Project Manager* when the employee no longer requires access to that part of the Site or after the *Project Manager* has given notice that the employee is not to be admitted to the Site.
- 16.5 The *Contractor* does not take photographs of the Site or the *works* or any part of them unless he has obtained the acceptance of the *Project Manager*.
- 16.6 The *Contractor* takes the measures needed to prevent his and his Subcontractors' people taking, publishing or otherwise circulating such photographs.

## ANNEX H - PROJECT RISKS

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

## ANNEX J – CDM Requirements

**Table 1. Supplier identity, contact information and applicable frameworks or projects.**

Ref	Information required	Description of supporting information expected, which will be taken into account in assessment
1	Date and version number	
2	Designer – Company name	
3	Company office address	
4	Contact details for enquiries (address only if different from that above)	Title
		Forename
		Family name
		Job title
		e-mail
		Tel.no.
		Address
5	Provide a brief outline of the work you will be undertaking as a Designer on behalf of Highways England  (E.G. ASC, MAC, CDF, other frameworks or Projects etc)	
6	Provide the name, contact details and CVs for the following people on the design team;  1) Who will provide the project design team with competent H&S advice ('CDM Advisor')  2) Who is the 'design team manager' providing overall accountability for delivery of the PD role on the project?	

**Table 2. General health and safety policy and capability**

Please complete and evidence against the following questions?

Ref	Information required	Yes	No	Please provide copy of certificates or other supporting information
7	Have you within the last twelve months successfully completed a prequalification application undertaken by Highways England, or its predecessor the Highways Agency, and are able to demonstrate that its information gathering process conforms to PAS 91?			
8	Have you within the last twelve months, successfully met the assessment requirements of a construction-related scheme in registered membership of the Safety Schemes in Procurement (SSIP) forum? See Annex C of PAS 91 for details?			
9	Do you hold a UKAS or equivalent, accredited independent third party certificate of compliance BS OHSAS 18001?			

**Table 3. Specific Principal Designer competency questions**

Please complete and evidence the following questions?

Ref	Question	Example of the type of info. in support of responses, which will be taken into account in assessment	Yes	No	Supplier's unique reference to relevant supporting information
10	Do you have sufficient competence, resources and arrangements in place for meeting the Principal Designer duties under CDM2015 for the work you are being appointed on?	<p>Please provide evidence of the arrangements you have put in place for discharging your Principal Designer duties under CDM2015, including items a. &amp; b. below.</p> <p>Provide examples showing how <u>health</u> and safety risk will be reduced in the construction, maintenance and operational phases of the asset.</p> <p>Provide a RACI for key personnel against the Principal Designer duties.</p> <p><i>Note: Early in the implementation of CDM2015, you may need to lean on CDM2007 examples where appropriate.</i></p> <p>Please provide evidence for:</p> <p>a. Your arrangements for planning, managing, monitoring and coordinating the pre-construction phase, including;</p> <ul style="list-style-type: none"> <li>- if appointing other designers, how you will check they have sufficient skills, knowledge, experience, and organisational capability, where appropriate</li> <li>- identifying, eliminating or controlling foreseeable risks</li> <li>- ensuring Designers carry out their own duties</li> <li>- ensuring co-ordination and cooperation across all duty holders</li> </ul> <p>b. Your arrangements for preparing and providing relevant information to other duty holders, including:</p> <ul style="list-style-type: none"> <li>- providing relevant information to the Principal Contractor to help in the planning, management, monitoring and coordination in the</li> </ul>			

		construction phase			
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Ref	Question	Example of the type of info. in support of responses, which will be taken into account in assessment	Yes	No	Supplier's unique reference to relevant supporting information
11	What provisions have you in place to ensure sufficient review and development of your effectiveness at delivering the Principal Designer role is undertaken?	<p>Please provide evidence that your organisation has in place and implements, an ongoing system for monitoring performance including post project review.</p> <p><i>Note: Early in the implementation of CDM2015, you may have to lean on CDM2007 delivered examples where appropriate.</i></p>			
12	Do you have arrangement for ensuring that your suppliers apply H&S measures to a standard appropriate to the activity for which they are being engaged?	<p>You will be expected to demonstrate and provide evidence that your organisation has and implements, arrangements for ensuring that H&amp;S performance throughout the whole of your organisation's supply chain is appropriate to the work likely to be undertaken.</p> <p>Particular evidence will be required for work undertaken outside of the UK.</p>			
13	Do you ensure that your employees, and others working for you, have the appropriate capabilities to enable you and them to discharge your/their legal duties under H&S legislation?	<p>Provide evidence of your CPD programme and/or examples of training and development plans (which may include in-house training).</p> <ul style="list-style-type: none"> <li>Please provide evidence of how your organisation obtains H&amp;S information, including how you maintain your technical knowledge and understanding of developments in construction, including awareness of Highways England Interim Advise Notes (IAN) including reducing H&amp;S during design for the whole life</li> </ul> <p>Provide commentary on how you match individual capabilities with the work undertaken.</p>			
14	Provide details of any other evidence you believe would support evidencing your competence for discharging the	Please provide evidence as you see fit.	n/a	n/a	

	Principal Designer duties whilst working for Highways England?				
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15	<p><b>Additional services</b> required by Highways England.</p> <p>What provisions have you in place to assist Highways England, as the Client, in discharging our own duties?</p> <p>(Delete or mark as 'not applicable' if you will not be providing these additional duties)</p>	<p>Please provide evidence of your arrangements for the additional services:</p> <ul style="list-style-type: none"> <li>• Advising the Client on the H&amp;S arrangements for managing a project including appointing other duty holders and the allocation of sufficient time and resources.</li> <li>• Assist the Client so that H&amp;S arrangements are maintained/reviewed throughout the project or framework.</li> <li>• Notify projects to the HSE (F10), ensure that notifications are provided to the Principal Contractor to display on site and are updated as required, liaising with the Client and other duty holders throughout the process</li> <li>• Assess the Construction Phase Plan prepared by the Principal Contractor and confirm to the Client that it is suitable and sufficient before work begins including any subsequent updates as agreed with the Client.</li> <li>• Provide assurance to the Client that welfare facilities are suitable within the construction phase plan and are provided before construction work commences.</li> <li>• Take reasonable steps to advise the Client that the Principal Contractor undertakes their CDM duties, including updates of the Construction Phase Plan.</li> <li>• Assist the Client with ensuring that designers undertake duties under CDM 2015 for designs undertaken outside Great Britain (GB) for construction work within GB.</li> </ul> <p>And any other services identified and agreed between the Client and the Principal Designer including competency checking if required.</p>			
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**Guidance relating to Assessment of Package Contract Specific Health & Safety Submission.**

**Competence of Roles under CDM.**

**Standard to be achieved.**

For all duty holder roles under CDM 2015 (and listed below), the standard required is that they must meet the core criteria as described in the CDM Regulations 2015 and CDM 2015 Guidance plus any criteria stated in the contract by the *Employer* whilst

also complying with the “management of H&S at Work Regulations 1999 and other appropriate requirements.

A quotation with acceptable proposals for Health & Safety Statement must meet all of the criteria below against each appropriate role and against any other special requirements listed. A failure to meet any one or more of the criteria will result in the submission being found to be not acceptable.

<b>Assessment of Package Contract Specific Health &amp; Safety Submission</b>	
<b>Criteria</b> <b>For each of [principal contractor and contractor...etc]:</b> <i>Employer's H&amp;S allocated person to complete/amend for specific scheme as necessary</i>	<b>Does the evidence provided demonstrate the required competence for each of the duty holders/roles under CDM listed?</b>
For each of the roles ([principal contractor and contractor...]) acting on this specific Package Contract:	
1) There is sufficient evidence of the required competence to fulfil these roles to the standards in CDM 2015 and Guidance. Also, relevant standards already assessed at Pre-qualification stage are sufficiently met in relation to the Package Contract specific requirements.	Yes/ No
2) The proposed approach has identified the Package Contract specific Significant and Key, health and safety risks, and has detailed suitable measures for managing these risks. The duty holder has demonstrated their ability to manage and control the risks associated with this specific Package Contract.	Yes/ No
3) The supporting evidence demonstrates the duty holder's ability to deal with the key health and safety issues arising from the work/ service. The duty holder has demonstrated their previous relevant experience in this type of work/service.	Yes/ No
4) Where there are shortfalls in previous experience, or there are risks associated with the work/ service which have not been managed before, a suitable explanation of how these shortcomings will be overcome has been provided that provides confidence to the assessor that these shortfalls will be adequately managed.	Yes or N/A / No
5) The duty holder has demonstrated that he will ensure appropriate qualifications and experience of the key people (and subcontractors) for the assigned tasks	Yes/ No

and if not, has demonstrated how they would be competently supervised.	
6) The duty holder has demonstrated that they will provide the appropriate welfare facilities before starting construction of the works. <i>[As above ,clarify appropriate Role(s)]</i>	Yes/ No
A Quotation with acceptable proposals for Health & Safety submission must meet all of the above criteria. A failure to meet any one or more of the criteria will result in the submission being found to be not acceptable.	PASS/ FAIL  Yes to all criteria under each role= pass No in any one criteria for any role= fail

## ANNEX K – Collaborative Performance Framework (CPF)

Sent as a separate document