

Pavements Framework Volume 3 Works Information

[insert scheme name here]

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



SUBCONTRACT WORKS INFORMATION FOR ECC SUBCONTRACT

CONTENTS AMENDMENT SHEET

Amend. No.	Issue Date	Amendments	Initials	Date
1	27/09/2017	New clauses WI820.4.1 to WI820.4.8. Annex G WI820.4.1 included and Cost Data Capture Model Templates	AB	27/09/2017
2	27/09/2017	Annex G WI810.1 hyperlink for Collaborative Performance Framework Updated		27/09/2017

[Entries in red are to be determined by the compiler or are recommended entries; these should be reviewed and accepted or changed as appropriate and as agreed by the Procurement Officer. Guidance is given in red italics and should be removed when compiling a tender document.]

[Any proposed departures from the approach set out in this model document are to be discussed and agreed between the contract procurement officer and the contract policy owner.]

SUBCONTRACT WORKS INFORMATION

[Subcontract Works Information is to be prepared in accordance with the structure set out in the NEC3 ECS Works Information Guidance. Include the following provisions as applicable.]

Document Structure

Section	Subcontract Works Information (<i>Contractor's</i>)
WI 100	Description of the <i>works</i>
WI 200	General constraints on how the <i>Subcontractor</i> Provides the Subcontract Works
WI 300	<i>Subcontractor's</i> design
WI 400	Completion
WI 500	Programme
WI 600	Quality assurance
WI 700	Tests and inspections
WI 800	Management of the <i>subcontract works</i>
WI 900	Working with the <i>Contractor</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>Contractor's</i> work specifications and drawings

[NB Any documents referenced within this document (e.g. specification) must be available to the Subcontractor (or the Tenderer at tender stage). This availability can be electronically (e.g. web site,) public domain (web site, published book etc) or by providing a contact from where the documents may be obtained].

NOTE following the recent Court Judgment in C368/10 Commission v Netherlands

- All relevant standards need to be transparently listed so to enable the tenderers to determine the subject of the contract*
- all reference documents are to be hyperlinked rather than referred to*

WI 100 **Description of the subcontract works**

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

WI105.1 *[Insert a general description of the project]*

WI105.2 *[Insert a general description of the specific subcontract works and what work is to be completed in each section (if applicable), including:*

- *General arrangement and location drawings*
- *Description and scope of the subcontract works*
- *Site location/Working Areas*

Description should reconcile with description in Contract Data Part 1 and must state clearly and unambiguously what work is to be done before Completion]

WI 110 **Project Objectives**

WI110.1 *[Insert the project objectives]*

[Other relevant WI100 series information may be added in multiples of 5 or as appropriate]

WI 200 **General constraints on how the Subcontractor Provides the Subcontract Works**

WI 205 **General constraints**

WI205.1 **Project risks**

WI205.1.1 The Contractor 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 A *[Compiler to insert document at Annex A]*.

WI205.1.2 Within 14 days of award of a Works Contract the Contractor combines the risks contained in Contract Data Part one with those in Contract Data Part two and in the Subcontractor's methodology statement to form the first Risk Register.

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

[Consider whether the following additional requirements ought to be included for this contract:

Compiler to include if appropriate

The Subcontractor appoints a lead for risk management who:

- promotes a consistent approach to risk management across the framework,*
- 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 Contractor.*

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

The Subcontractor undertakes quarterly programme risk reviews in conjunction with the Contractor.

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

WI205.2 Environmental requirements

WI205.2.1 Paper for written outputs produced by the Subcontractor in connection with the contract complies with the relevant sustainable Government Buying Standards (<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>) and is used on both sides where appropriate.

WI205.2.2 Goods purchased by the Subcontractor on behalf of the Contractor (or which will become the property of the Contractor) comply with the relevant minimum environmental standards specified in the Government Buying Standards (<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>)

[Insert any additional constraints applicable to the contract, including restrictions on the following;

- Access*
- Noise/vibration*
- Working hours*
- Planning*
- Interfaces*
- Protection of / damage to the subcontract works/existing utilities etc*
- Use of the Site]*

WI205.4 Conflict of interest

- WI205.4.1 The *Subcontractor* does not take an action which would cause a conflict of interest to arise in connection with this contract. The *Subcontractor* notifies the *Contractor* if there is any uncertainty about whether a conflict of interest may exist or arise.
- WI205.4.2 The *Subcontractor* notifies his employees and Subsubcontractors (at any stage of remoteness from the *Contractor*), and procures that any Subsubcontractor (at any stage of remoteness from the *Contractor*) notifies its employees, who are engaged in Providing the Subcontract Works that they must not take an action which would cause an actual or potential conflict of interest to arise in connection with the *subcontract works*.
- WI205.4.3 The *Subcontractor* ensures that any employee of the *Subcontractor* or of any Subsubcontractor (at any stage of remoteness from the *Contractor*) who is engaged in Providing the Subcontract Works completes a declaration of interests and conflict of interests in the form set out in Annex B of the Subcontract Works Information. The *Subcontractor* issues to the *Contractor* any completed declaration of interests and conflict of interests.
- WI205.4.4 The *Subcontractor*
- immediately notifies the *Contractor* and
 - procures that any Subsubcontractor (at any stage of remoteness from the *Contractor*) immediately notifies the *Subcontractor*
- if there is any uncertainty about whether a conflict of interest may exist or arise.
- WI205.4.5 Following a notification from the *Subcontractor*, the *Contractor* may
- require the *Subcontractor* to stop Providing the Subcontract Works until any conflict of interest is resolved or
 - require the *Subcontractor* to submit to the *Contractor* 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 *Subcontractor* amends the proposal in response to any comments from the *Contractor* and resubmits it to the *Contractor* for acceptance. The *Subcontractor* 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 *Subcontractor* to comply with his obligations.

WI205.5 Air Quality Strategy

WI205.5.1 The *Employer* has recently published its air quality strategy (included at Annex G), with an aim to 'explore opportunities to promote the use of low emission vehicles by our supply chain'. The *Subcontractor* is required to work in collaboration with the *Contractor* to prepare reports when requested to identify what could be achieved by way of reductions in vehicle emissions. Report findings will assist in improving and setting standards for future highways contracts.

WI 210 Confidentiality

[include any specific confidentiality and publicity restriction, and any acceptance procedures]

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

WI 220 Security and identification of people

WI220.1 Basic Security Checks

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

WI 240 Traffic management

WI240.1 Unless otherwise authorised by the *Contractor*, traffic management measures which could cause traffic flows to be impeded or restricted are to be removed for public holidays and 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

Traffic Management to be removed before 06.00 on the morning of the third working day* before Christmas Day and not reinstated before 00.01 on the first working day* following the New Year's day bank holiday.

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

[Identify specific restrictions envisaged for this contract]

WI 250 **Consideration of Others**

WI250.1 The *Subcontractor* complies with the Considerate Constructor Scheme's Code of Considerate Practice in Providing the Subcontract Works.

WI 270 **Equipment, Plant and Materials**

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

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

WI 280 **Continual Improvement/LEAN**

WI280.1 The *Contractor* follows the procedures for achieving continual improvement set out in Annex C.

WI 300 **Building Information Modelling (BIM)**

[To be used where optional z clause Z62E is selected, otherwise delete WI300]

[Text in black font is mandatory where BIM is used. Text in red font is to be modified by the contract compiler based on project specific requirements.]

WI300.1 General

The *Subcontractor* Provides the Subcontract 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 (included at Annex G). 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."

WI300.2 Creation of Delivery Plans

WI300.2.1 The *Contractor* arranges for a clause in substantially the same terms as clause Z62E to be incorporated into all other Project Agreements.

WI300.2.2 The functions of the *Information Manager* are set out in Annex D.

WI300.2.3 Prior to the commencement of each Stage, the *Contractor* creates and issues to the *Subcontractor* 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.

[To identify requirements for the Information Delivery Plan]

WI300.2.4 Within *[two]* weeks of the Information Delivery Plan being issued, the *Subcontractor* updates the BIM Execution Plan to comply with the Information Delivery Plan and submits it to the *Contractor* for acceptance.

WI300.2.5 The *Contractor* reviews the updated BIM Execution Plan and verifies that it complies with the Information Delivery Plan. The *Contractor* updates the Model Production and Delivery Table as needed.

[delete
if/when
Z62E is
used]

WI300.2.6 The *Subcontractor* provides the *Contractor* with:
[Contract Complier to specify all relevant requirements for the information required by the relevant BIM Modeller that is required to be supplied by the Subcontractor including any format requirements]

WI300.3 Production of Specified Models by the Subcontractor

WI300.3.1 The *Subcontractor* develops the following documents for acceptance by the *Contractor* *[insert timescales]*:

- Supply Chain BIM Capability Assessment,
- GIS Strategy and Implementation Plan and
- Design Management Plan (BS 7000-4 compliant), along with a simple BIM strategy document within 4 weeks of award.

WI300.3.2 The *Subcontractor*

- produces the Specified Models (excluding any material forming part of the Specified Models which is provided to the *Subcontractor* by or on behalf of the *Contractor*) at each

Stage to the relevant Level of Definition specified in the Model Production and Delivery Table and in accordance with the updated BIM Execution Plan,

- validates the Specified Models against the requirements set-out in the Employer's Information Requirements and the Information Delivery Plan,
- delivers the Specified Models to the *Contractor* and other Project Team Members,
- uses the Models in accordance with any procedures in the Employer's Information Requirements,
- co-operates with the *Information Manager* and other Project Team Members and
- otherwise complies with the Employer's Information Requirements.

[Update the following sections (300.3.3 to 300.3.6) as appropriate to ensure that they comply with current requirements.]

WI300.3.3 The *Subcontractor* develops its design(s) as a complete Project Information Model. The *Subcontractor* hosts the Project Information Model on the Common Data Environment (CDE).

WI300.3.4 The *Subcontractor* uses the verified Composite Graphical Model for the purposes of:

- Delivery of Asset Information Model (refer to the EIR & ADMM)
- Site utilisation planning
- 3D co-ordination
- Design reviews
- Phase planning and programme management (4D)
- Cost Interrogation and Earned Value Analysis (5D)
- Safety Improvement and Communications
- Risk Management
- Sustainability

WI300.3.5 On Completion the *Subcontractor* submits a complete "as constructed" Composite Graphical Model, and "as built" drawing definitions and reports.

WI300.3.6 The *Subcontractor* records and reports all benefits of BIM to the *Contractor*, through the approved *Contractor* efficiency process along with producing relevant case-studies as specified by the *Contractor*.

WI 310 **Copyright/licence**

WI310.1 *[Set out any additional purposes to which the design may be used as provided by clause 22.1 of the ECS conditions of contract]*

WI 320 **Access to information following Completion**

W320.1 *[State the Contractor's requirements for access to information once the Defects Certificate is issued including timescale for the retention of information after Completion. Consider any need for computer software source code for example.]*

WI 400 **Completion**

WI 405 **Completion definition**

WI405.1 The work to be done by the Subcontract Completion Date for the whole of the *subcontract* works is all the work included in this contract. *[If any items can be done after Completion, add the words "with the exception of" and list each item]*

WI405.2 Traffic management measures which could cause traffic flows to be impeded or restricted are to be removed before Completion *[include for the whole of the subcontract works or section as appropriate].*

WI 410 **Sectional Completion definition**

[Add the following if Option X5 is used]

WI410.1 The work to be done by the Subcontract Completion Date for a section of the *subcontract* works is all the work included in the section. *[If any items can be done after Completion, add the words "with the exception of" and list each item separately for each section.]*

WI410.1 Landscape and Ecology *[Set period of time for maintenance and plant replacement at 24 months]*

WI 435 **Pre-Completion arrangements**

WI435.1 When the *Subcontractor* considers that a part of the *subcontract* works is complete and ready to be taken over by the *Contractor*, he signs the statement on the form attached at Annex E and submits it to the *Contractor* for certification of take over.

WI 445 **Documents**

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

[Provide details of what is required, e.g. As Built drawings,

manuals etc, and when (if not already specified elsewhere)]

WI445.2 The *Subcontractor* returns the Subcontract Works Information or any other material relating to the *subcontract works* to the *Contractor* at the *defects date*.

WI 500 **Programme**

WI 505 **Programme Requirements**

WI505.1 *[State information additional to the requirements of ECS sub-clause 31.2 that the Subcontractor is to include in the programme. This may include dates for submission of designs and samples, dates for information or actions by the Contractor and the timing of any test and inspection*

If Option X5 is used, programme requirements for Sectional Completion should be included]

WI 510 **Programme Arrangement**

WI510.1 *[State any specific arrangement of the programme, including any requirement for the programme to be produced in levels (summary level to detail level).]*

WI 515 **Methodology Statement**

WI515.1 *[State any particular requirements for methodology statements, including any specific requirement for resource information*

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

WI520.1 *[State the order and timing of the work of the Contractor and Others to be included in the programme and information to be provided. Refer as necessary to sections WI 905 and WI 910]*

WI 530 **Revised programme**

WI530.1 *[State any specific requirements for the submission of revised programmes, such as an explanation of changes.]*

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 *Contractor's* standards and procedures current at tender or, for *Subcontractor* designed elements, the time the relevant design certificate is signed.

WI620.2 If a standard or procedure subsequently changes, the

Subcontractor complies with the revised standard or procedure if instructed by the *Contractor*.

[Insert all relevant standards and procedures for the contract]

WI 630 **Quality Plan**

WI630.1 The *Subcontractor* keeps a controlled copy of the Quality Plan available for inspection at all times by the *Contractor*, the *Supervisor* and their representatives.

WI630.2 The *Subcontractor* ensures the Quality Plan is compatible and aligned with the *Contractor's* quality plan used by the *Contractor* to provide his works.

WI 640 **Quality Management Points**

WI640.1 If at any time the number of Quality Management Points in effect under this contract is more than 25, the *Subcontractor* and the *Contractor* meet within one week to consider ways of reducing the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points.

WI640.2 The *Subcontractor* submits a report to the *Contractor* within one week of the meeting setting out

- the actions agreed at the meeting and
- any other actions which the *Subcontractor* proposes to take immediately to reduce the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points.

WI640.3 If the *Contractor* does not accept the *Subcontractor's* proposals or the *Subcontractor* does not take the agreed actions, the *Contractor* serves a quality warning notice on the *Subcontractor*. Within one week of receipt of the quality warning notice, the *Subcontractor* submits a report to the *Contractor* setting out the actions which the *Subcontractor* has taken and what further or alternative actions he proposes to take to reduce the number of Quality Management Points in effect to 25 or less.

WI640.4 Until the number of Quality Management Points in effect is reduced to 25 or less, the *Subcontractor* takes the actions detailed in his reports and submits weekly update reports to the *Contractor* setting out the actions he has taken, the results of those actions and the actions which are still to be taken by him.

WI 700 **Tests and Inspections**

WI700.1 *[Consider the following checklist for test and inspection details*

- *Objective, procedure and standards to be used.*

- *When they are to be done.*
- *Where they are to be done.*
- *Who does the tests, and who is in attendance.*
- *Testing and inspection method.*
- *The Equipment required and who provides it.*
- *Access arrangements.*
- *Information or instructions required to be provided.*
- *Materials, facilities and samples to be provided.*
- *Involvement of specialists.*
- *Acceptable results and deviations.*
- *Test environment.*
- *Documents to be provided before and after the test.*
- *Whether or not authorisation to proceed to the next stage of the work depends in the test results.]*

[Include the following if major items of Plant are to be installed in the subcontract works]

WI 730 **Tests and inspections of Plant**

WI730.1 *[describe Plant which is to meet these requirements]*
[Include only the elements which are applicable to the Plant to be installed]

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

WI735.1 *[Describe the requirements for testing at the fabrication subcontract works before delivery can be made.*
Set out any special requirements for notice of tests or attendance by the Supervisor, and any actions the fabricator is required to take in rectifying any defects.]

WI 740 **Tests and inspections of Installation**

WI740.1 *[Define the activities and tests the Subcontractor must carry out during installation of the Plant, other than those required at take over stage. Identify the requirements that must be met before take over testing is carried out.*
If delay damages are to be levied for a delay in Completion of installation rather than take over, an additional section of the subcontract works for Completion of installation should be included in the Contract Data.]

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

WI745.1 *[Set out the inspection procedures and tests which are to be carried out before take over include requirement to supply necessary operating manuals.*

If take over of the Plant is to be made before Completion of the subcontract works (or any section in which it is included), an additional section of the subcontract works for take over of the Plant should be included in the Contract Data.]

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

WI750.1 *[Include any specific requirements for the correction of Defects.*

Include any restrictions on when the tests can be carried out – such as during planned closures which allow the operation of the Plant to be stopped.

Set out any further testing of the Plant – take over tests or performance tests – to be carried out following the rectification of a Defect.]

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

WI 810 **Performance measurement**

WI810.1 The *Subcontractor's* performance shall be assessed using the current version of the *Employer's* 'Collaborative Performance Framework' (CPF) (included at Annex G), in line with the specified reporting frequency and reporting deadline.

WI810.2 The *Subcontractor* records performance against each of the metrics in the CPF, and assists the *Contractor* in the development of this measurement framework by proposing and developing ways in which improvements can be made to it. No changes are implemented unless agreed in writing by the *Contractor*.

WI810.3 New versions of the CPF may be issued from time to time (which can be found on the *Contractor's* website), and the *Subcontractor* uses the most recent version as instructed by the *Contractor*.

WI810.4 The targets to be met by the *Subcontractor* are a benchmark score of 6 against each indicator.

WI 815 **Communications**

WI815.1 The *Subcontractor* adopts the following additional communication protocols:

[List only additional requirements to the ECS requirements e.g. requirements for contractual correspondence. Consider including pro forma PMI, PMC, EWN, notification of Defect etc.]

WI 820 **Provision of cost information**

- WI820.1 A Work Breakdown Structure (WBS) is prescribed by the *Contractor*. The *Subcontractor* will submit quotations, financial and commercial information, including Earned Value Management (EVM) performance (included at Annex G), using this WBS.
- WI820.2 The *Subcontractor* provides EVM performance against a standard WBS specified by the *Contractor* through the provision of the 'Commercial Reporting and Monitoring System' (CRaMS) return (included at Annex G).
- WI820.3 The *Subcontractor* provides a verified monthly CRaMS return, using the current version or any replacement, to the *Contractor* and Performance Intelligence team on the last working day of each reporting period, as specified by the *Contractor*.
- WI820.4 The outline requirements for Cost Capture are identified in "The Cost Estimation Manual" (included at Annex G). The *Contractor* instructs the required method. The *Subcontractor* arranges for his Subsubcontractors to make financial submissions in the same format.
- WI820.4.1 The *Subcontractor* allocates all costs he incurs to Provide the Works in the "Cost Data Capture Model (CDCM) A" and "Cost Data Capture Model B" (included at Annex G).
- WI820.4.2 The *Subcontractor* maintains CDCM (A and B) throughout the duration of the Package Contract and submits to the *Employer* CDCM (A and B) with every application for payment and upon Completion and upon the *defects date*. The *Subcontractor* provides a full detailed back up for all costs in a format specified by the *Employer*.
- WI820.4.3 The *Subcontractor* submits CDCM electronically using a format specified in CDCM (A and B) or any other alternative format the *Employer* specifies.
- WI820.4.4 The *Subcontractor* provides the *Project Manager* and/or the *Employer* access to the *Subcontractor's* and any subsubcontractor (at any stage of remoteness from the *Employer*) cost capture systems.
- WI820.4.5 The *Subcontractor* captures all costs associated with Providing the Works within a data collection system to suit an output specified by the *Employer*.
- WI820.4.6 If the *Employer's* minimum requirements for the *Subcontractor's* data collection system are not met, the *Subcontractor* makes such modifications or enhancements to its own data collection

system, or those of its supply chain, as are necessary, to meet the *Employer's* requirements

WI820.4.7 The *Subcontractor* ensures that any subsubcontractor (at any stage of remoteness from the *Employer*) captures any costs associated with Providing the Works. The *Subcontractor* ensures that any subsubcontractor captures such costs to the same detail as the *Subcontractor* is obligated to capture.

WI820.4.8 The *Subcontractor* ensures and ensures any subsubcontractor (at any stage of remoteness from the *Employer*) separately identifies captures and reports to the *Employer* any Defined Cost of purchasing bitumen used to Provide the Works.

WI820.5 *[The following paragraph may be required if the subcontract works are to be performed via OD and not MP]*

The Subcontractor completes the electronic forms required by Highways England's Director Instruction 04/06 "Cost Retrieval and EVA Reporting for ECI Contracts" The Subcontractor provides the completed forms to the Contractor within one week of each assessment date.

WI 825 **Provision of documents and data**

WI825.1 If information is to be exchanged electronically, the *Subcontractor* complies with the *Employer's* procedures (included at Annex G) for safeguarding the connection and the format of transmitted data.

WI825.2 For non-electronic exchange of information, the *Subcontractor* complies with the *Employer's* procedures (included at Annex G) for safeguarding the transmitted data.

WI 830 **Invoicing**

WI830.1 The *Subcontractor* includes on his invoices the requisition number and, where appropriate, the purchase order number. The *Subcontractor* submits with each invoice such records as the *Contractor* requires.

[Insert detail of any information that the Contractor requires from the Subcontractor with each invoice to enable him to check the invoice for correctness – see clause 50.2. Include the following paragraph, if applicable;

The Subcontractor notifies the Contractor of the name and address of his bank, the account name and number, the bank sort code and any other details required to make direct payments into that account.]

WI 835 **Information security**

- WI835.1 The *Subcontractor* collects the following Personal Data on behalf of the *Contractor*.
- [list the data to be collected; include the collection process unless included elsewhere]*
- When processing Personal Data on behalf of the *Contractor*, the *Subcontractor* complies with the following requirements.
- [Project Sponsor to undertake information risk assessment in line with HE guidance and set out any constraints on how the Subcontractor handles Personal Data; include any further contract specific requirements, such as the need for the security plan to comply with ISO/IEC27002 and ISO/IEC27001]*
- WI835.2 The *Employer's* security policy is set out in the documents "Statement of Highways England's IT Security Policy" (included at Annex G) and Chief Information Officer Memos 01/09, 05/08 and 04/08 (included at Annex G)
- The *Subcontractor* prepares a robust information security plan complying with the *Employer's* security policy and submits it to the *Contractor* for acceptance. The *Subcontractor* includes the security plan in its quality management system. The security plan includes procedures which
- ensure compliance with the Data Protection Act,
 - protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
 - ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,
 - protect IT systems from viruses and similar threats; and
 - provide for the vetting of its employees and Subsubcontractors' staff in accordance with the *Employer's* staff vetting procedures contained in the Framework Information.
- WI835.3 The *Subcontractor* provides training for its employees and Subsubcontractors (at any stage of remoteness from the *Contractor*) in accordance with the security plan.
- WI835.5 On Completion or earlier termination, the *Subcontractor* gives to the *Contractor* all Personal Data held by them and destroys electronic and paper copies of such data in a secure manner.

- WI840.1 In this WI 840
- **Risk Assessment** is a full risk assessment and security review carried out by the *Contractor* in accordance with [HMG Security Policy Framework (SPF) including HMG IA Standard No. 1 - Technical Risk Assessment, October 2009, Issue No: 3.51 and ICT Offshoring (International Sourcing) Guidance dated July 2011] or any later revision or replacement.
- WI840.2 The *Subcontractor* does not store any of the *Contractor's* data that is classified as Official or higher in accordance with "Government Security Classifications" dated April 2014 (or any later revision or replacement)
- offshore or
 - in any way that it could be accessed from an offshore location
- until *the Contractor has confirmed to the Subcontractor that* either
- the *Contractor* has gained approval for such storage in accordance with "*Offshoring information assets classified at OFFICIAL*" dated November 2015 (or any later revision or replacement) or
 - such approval is not required.
- WI840.3 The *Subcontractor* ensures that no premises are used in Providing the Subcontract Works until
- such premises have passed a Risk Assessment or
 - the *Contractor* confirms to the *Subcontractor* that no Risk Assessment is required.
- WI840.4 The *Subcontractor* complies with a request from the *Contractor* to provide any information required to allow the *Contractor* to
- gain approval for storing data or allowing access to data from an offshore location in accordance with WI840.2 or
 - conduct a Risk Assessment for any premises in accordance with WI840.3
- WI840.5 The *Subcontractor* ensures that any subsubcontract (at any stage of remoteness from the *Contractor*) contains provisions to the same effect as this clause.
- WI840.6 A failure to comply with this condition is treated as a substantial failure by the *Subcontractor* to comply with his obligations.

[Specify provisions for meetings including content, timing and attendees. Modify the following as required].

WI845.1

Progress Meetings

Following the award of the contract, the *Subcontractor* convenes and attends monthly progress meetings with the *Contractor*. The following attendees from the *Subcontractor* at these meetings are required unless otherwise agreed by the *Contractor*

[delete/amend as appropriate

- *Subcontractor's project manager,*
- *Designer,*
- *Design manager,*
- *Environmental coordinator,*
- *Health and safety coordinator and*
- *Support staff deemed necessary for the meeting or as requested by the Contractor.]*

WI845.2

The monthly progress meetings are held at a location to be agreed between the *Subcontractor* and the *Contractor*.

WI845.3

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

WI845.4

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

WI845.5

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

[Add/amend as deemed appropriate

- *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 Subcontractor to the programmed Subcontract Completion Date and the reasons for any change,*
- Proposals for retrieving of any slippage to the approved scheme programme,*
- Design issues,*
- Certificate status,*
- Confirmation of scheme costs estimate and budget forecast,*
- Payment schedule – agreement of compensation events,;*
- Insurance related issues,*
- Subsubcontractors,*
- Quality matters,*
- Safety CDM issues and*
- Risk register.]*

WI 850 **Additional Reporting**

WI850.1 The *Subcontractor* provides the following additional reports:

[Include details of any additional reports to be prepared by the Subcontractor and submitted to the Contractor/Contractor, including specific requirements to be included within these reports].

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

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

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

[Identify the organisations and set out details of the work they are to do and any special requirements or other conditions agreed with them]

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

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

[Identify the organisations and set out details of the work they are to do and any special requirements or other conditions agreed with them]

WI 910 **Co-operation**

WI910.1 *[insert any specific co-operation requirements]*

WI 915 Co-ordination

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

[list applicable bodies; include Network Rail if working close to a railway]

WI 1000 Services and other things to be provided

WI 1005 Items of Equipment for Contractor's use

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

[Specify items of Equipment provided by the Subcontractor for the Contractor's use]

WI 1015 Plant and Materials made available by Contractor

WI1015.1 If, at the *starting date*, the *Contractor* makes available Plant and Materials for use by the *Subcontractor* in Provide the Subcontract Works, the *Subcontractor* supplies the same quantity and quality of Plant and Materials to the *Contractor* at Completion unless the *Contractor* agrees otherwise.

[Specify the Plant and Materials to be provided by the Contractor]

WI 1100 Health and safety

WI 1105 Health & Safety requirements

WI1105.1 The *Subcontractor* complies with its obligations under the Construction (Design and Management) Regulations 2015 (CDM 2015).

In addition, the *Subcontractor* complies with the following:

[Specify all relevant requirements for the contract, including but not limited to:

- Contractor's safety requirements.*
- Reporting requirements.*
- Safety management, supervision and qualifications,*
- Management of Subsubcontractors,*
- Drug and alcohol policy,*
- Site induction procedures]*

WI1105.2 The *Subcontractor* complies with *Employer's* Interim Advice Note 128/15AR Highways England Supply Chain Health and Safety

Incident Reporting ("**IAN 128**") (included at Annex G), or its later update or replacement, including any time periods required by IAN 128. If no time period is specified in IAN 128 the period of reply applies unless agreed otherwise by the *Employer*.

- WI1105.3 If any incident occurs that the *Subcontractor* considers is not within the remit of IAN 128 then the *Subcontractor*
- notifies the *Contractor* of the incident; and
 - reports the incident as if the incident was in the remit of IAN 128, if required by the *Contractor*.
- WI1105.4 Any document that would otherwise fall to be disclosed by the *Subcontractor* to the *Contractor* may be withheld by the *Subcontractor* provided that the *Subcontractor's* legal advisor confirms to the *Contractor* that the document is
- a confidential communication between the *Subcontractor* 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 *Subcontractor*; or
 - a confidential communication between the *Subcontractor* or its legal advisers and third party where the communication came into existence with the dominant purpose of being used in connection with contemplated, pending or actual litigation in adversarial proceedings (as opposed to investigations or fact finding inquiries).
- WI1105.5 In addition to any requirements in the IAN 128, the *Subcontractor* reports to the *Contractor* within 3 hours, details of any serious incidents involving any person injured or killed in connection with the *subcontract works* on the Site.
- WI1105.6 The *Contractor* reports such incidents through *Highways England's* Accident and Incident Reporting System (included at Annex G).
- WI1105.7 The *Contractor* issues any information required for input into the Health and Safety file to the *Contractor* at Completion.
- WI1105.8 The *Subcontractor* and the *Contractor* notify each other of any known special health and safety hazards which may affect the performance of the *subcontract works*. The *Subcontractor* informs and instructs people employed by him on the hazards and any necessary associated safety measures.
- WI1105.9 The *Subcontractor* confirms to the *Contractor* that adequate welfare facilities are in place prior to commencement. **The specification for the provision of welfare facilities is provided at**

Annex H.

WI 1120 **Inspections**

WI1120.1 *[State any requirement for review and inspection of Subcontractor's health and safety procedures by the Contractor.]*

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

WI1130.1 The *Subcontractor* embraces and contributes to Highways England's Aiming for Zero initiative (included at Annex G).

WI1130.2 The *Subcontractor* complies with the *Employer's* rules, regulations, health and safety policies (included at Annex G), and any safety and security instructions notified to the *Subcontractor*.

WI1130.3 The *Subcontractor* complies with the minimum requirements specified in Highways England's 'raising the bar' guidance (included at Annex G).

WI 1200 **Subcontracting**

WI 1205 **Restrictions of requirements for subcontracting**

[Note for compiler - State any restrictions and additional procedures which the Subcontractor must follow.]

WI1205.1 The *Subcontractor* obtains a minimum of 3 competitive quotations for the appointment of any Subsubcontractor or supplier for the *subcontract works* with a value in excess of *[insert value limit]*.

WI1205.2 The *Subcontractor* includes in the conditions of contract for each subsubcontract

- provisions embodying the principles of supply chain management set out in the Quality Plan,
- an obligation on the Subsubcontractor to work with the *Subcontractor* to assist the *Contractor* to achieve its objectives for this contract,
- an obligation on the Subsubcontractor to keep detailed cost records in the same format, containing the same details and for the same period as the *Subcontractor* is required to keep, and to make the records available to the *Subcontractor* and the *Contractor* and his representatives on request,
- an obligation on the Subsubcontractor to ensure that title in Plant and Materials passes to the *Subcontractor* not later than when the *Subcontractor* pays the Subsubcontractor for them,
- a term requiring (at the *Contractor's* option) the assignment or novation of the subsubcontract to the *Contractor* or a replacement subcontractor following the termination of the

Subcontractor's obligation to Provide the Subcontract Works ,

- a term requiring the *Subcontractor* to pay the Subsubcontractor within a specified period (not exceeding 14 days after the due date in this contract) for work which the Subsubcontractor has completed from the previous assessment date up to the current assessment date in this contract,
- a term requiring the Subsubcontractor to include in each Subsubsubcontract the same requirement, except that the period for payment is to be not greater than 23 days after the due date in this contract,
- a provision requiring each further stage subcontract to contain provisions to the same effect as these requirements, with the intention that all subcontractors (at any stage of remoteness from the *Contractor*) are to be paid within 30 days after the date on which payment becomes due under this contract and
- a provision requiring the Subsubcontractor to assess the amount due to any of its own subcontractors without taking into account the amount paid by the *Subcontractor*.

WI1205.3 The *Subcontractor* notifies non-compliance with the timescales for payment to the *Contractor*.

WI1205.4 The *Subcontractor* submits the proposed contract data for each subsubcontract to the *Contractor* for acceptance, and for the purposes of clause 26.3 this WI1205.4 is the *Contractor's* instruction to the *Subcontractor* to make the submission.

WI1205.5 The *Subcontractor* includes in the conditions of contract for each subsubcontract obligations on the Subsubcontractor to

- comply with Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive" ("**PPN 7/14**"), in performing its obligations under the subsubcontract,
- ensure that any new products purchased by it for use partly or wholly in the performance of its obligations under the subsubcontract comply with the standard for products in Directive 2012/27/EU, and
- demonstrate to the *Subcontractor* how any new products purchased by it for use partly or wholly in the performance of its obligations under the subsubcontract comply with the requirements of PPN 7/14.

WI1205.6 The *Subcontractor* ensures that all subsubcontracts (at any stage of remoteness from the *Contractor*) contain requirements similar to WI1105, WI1205.2, WI1205.3 and WI1205.5.

- WI1205.7 The *Subcontractor* does not
- appoint a Subsubcontractor or
 - allow a Subsubcontractor to itself appoint a subcontractor (at any stage of remoteness from the *Contractor*)
- until the *Subcontractor* has demonstrated to the *Contractor* that the subsubcontract (at any stage of remoteness from the *Contractor*) complies with WI1205.6.
- WI1205.8 For each SME employed on the *subcontract works*, the *Subcontractor* reports to the *Contractor* each quarter from the *starting date* until Completion and at the *defects date*
- the name of the SME,
 - the class of SME (medium, small or micro),
 - the value of the contract undertaken by the SME,
 - the monthly amounts paid to the SME in the quarter and
 - the aggregated value paid to the SME since the *starting date*.
- WI1205.9 The *Contractor* may
- publish the information supplied under WI1205.8, along with the names of the *Subcontractor* and this contract and
 - pass the information supplied under this clause to any Government Department who may then publish it along with the names of the SMEs, the *Subcontractor* and this contract.
- WI1205.10 The *Subcontractor* includes in any subsubcontract with an SME (at any stage of remoteness from the *Contractor*) provisions to the same effect as WI1205.8 and WI1205.9.
- WI1205.11 In WI1205.8 to WI1205.10 **SME** is a Subsubcontractor or a subsubsubcontractor to a Subsubcontractor that
- is autonomous,
 - is a European Union enterprise not owned or controlled by a non-European Union parent company,
 - for a medium sized enterprise (medium class) employs fewer than 250 staff, has turnover no greater than 50 million Euros and does not have a balance sheet greater than 43 million Euros,
 - for a small sized enterprise (small class) employs fewer than 50 staff, has turnover no greater than 10 million Euros and does not have a balance sheet greater than 10 million Euros and
 - for a micro sized enterprise (micro class) employs fewer than 10 staff, has turnover no greater than 2 million Euros and does

not have a balance sheet greater than 2 million Euros.

WI1205.12 The *Contractor* may request evidence of compliance with any of the procedures contained within WI1200 at any time.

WI 1210 **Acceptance procedures**

[Note for compiler - State any specific submission and acceptance procedures for proposed subsubcontracts not based upon an NEC contract. The basic requirement for submission and acceptance is dealt with at subclause 26.3 of the ECS.]

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:

[If it is envisaged that payment will be made for materials stored off Site, include the following requirements for marking the materials to show they are reserved for this contract]

WI1305.3 To prepare Equipment, Plant and Materials which are outside the Working Areas, for marking by the *Supervisor*, the *Subcontractor*

- 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 *Contractor* and
- provides to the *Supervisor*
 - evidence that the title to the Equipment, Plant and Materials has passed to the *Subcontractor* 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** (Options C and D)

[Note for compiler - State any acceptance or procurement procedures which apply in addition to the constraints set out within section WI 1210. This is relevant to Options C and D, where payment to the Subcontractor is based upon Defined Cost. The definition of Disallowed Cost refers to acceptance and procurement procedures stated in the Subcontract Works Information.]

WI 1500 **Accounts and records** (Options C and D)

WI 1505 **Cost verification**

WI1505.1 The *Subcontractor* allows the *Contractor* (or a forensic cost verification consultant engaged by the *Contractor*) 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 *Contractor* 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 *Subcontractor* obtains agreement from the data subject for the removal of Personal Data from the Working Areas for verification.

WI 2000 Contractor's work specifications and drawings

WI 2005 Contractor's work specification

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

Specification

- The specification referred to in the Subcontract Works Information is the 'specification for highway works' (included at Annex G), current at the Subcontract 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:

[The following sections of the specification for highway works apply:

Series 000 (Introduction)

Series 100 (Preliminaries)

Series 200 (Site Clearance)

Series 500 (Drainage and Service Ducts)

Series 600 (Earthworks)

Series 700 (Road Pavements General)

Series 900 (Road Pavements - Bituminous Bound Materials)

Series 1200 (Traffic Signs)

Series 1500 (Motorway Communications)

Series 1700 (Structural Concrete)

Series 1800 (Structural Steelwork)

Series 2300 (Bridge Expansion Joints and Sealing of Gaps)

Series 2400 (Brickwork, Blockwork and Stonework)

Add/delete/amend as necessary and insert any additional requirements above these Series' as bespoke additional Specification drafting, and include below.]

WI 2010 Drawings

WI2010.1

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

Annex A – Risk Assessment

[Compiler to insert project specific risk assessment, Please refer to the additional documents folder for sample risk assessment form]

Annex B – 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" ¹ of any company? YES/NO	If YES, please provide the names of the companies, business sector, and date you became a director.

¹ "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.

3. Other business interests	
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.
4. Voluntary work	
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.
5. Other	
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 <i>Subcontractor</i> 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 members² of your family) which might influence your judgement, deliberation or action in providing services to/your role in Highways England or be perceived by a reasonable member of the public as doing so? YES/NO</p> <p>Please include information on any directorships and business interests in respect of close members of your family in respect of the sphere in which Highways England operates.</p>	<p>If YES provide details.</p>
<p>6. Connected persons</p>	
<p>Please confirm (in the box to the right) that, in relation to the questions contained in sections 3, 4, 6, above, no additional information would need disclosure in relation to any connected person.</p>	<p>I confirm that no additional information requires disclosure.</p> <p>I have provided additional information above.</p>

Declaration

1. I declare that to the best of my knowledge and belief (having taken all reasonable care to ensure that such is the case) the answers to all of the above questions are true and not misleading.
2. I shall not communicate to any person, firm, company or other legal entity other than Highways England employees, consultants or *Contractors* 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.

² 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.

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 person in tendering for any contract opportunity with Highways England that I have worked on in my capacity as a *Subcontractor* 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 *Subcontractor* 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 *Subcontractor* 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 <i>Subcontractor</i>	
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: ³

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

Annex C – Continual Improvement

The *Subcontractor* is required to achieve the following requirements

Purpose and Scope

Continual improvement does not relate to improvements necessary for the *Subcontractor* 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 Subcontract Works for the benefit of both the *Contractor* and the *Subcontractor*.

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

Strategic Objectives

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

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

The Method

The *Subcontractor* 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 *Subcontractor* 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 *Subcontractor* shall:

DEPLOY A STRATEGIC USE OF LEAN

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

ENSURE LEAN LEADERSHIP

- Ensure senior leaders and management within the *Subcontractor'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 *Subcontractor's* organisation

ENSURE PROCESS CONTROL AND QUALITY

- Reduce Process variation throughout the *Subcontractor* 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 *Subcontractor* shall assist and enable its supply chain in the adoption of Lean methodologies and approaches, and engaging in lean improvement projects.

Performance Measurement

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

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

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

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

Annex D - Scope of Services for Information Management Role

Definitions

Asset Information Plan is the specific information plan for the Information Model used to manage, maintain and operate the asset.

Project Common Data Environment is a single source of information for the Project which collects, manages and disseminates relevant approved documents relating to the Project.

Design Lead is the role of setting design standards and co-ordinating the design.

Information Model is all materials which the Project Team Members are required to provide into a Model under the Project Agreements.

Project Information Plan is the plan for the structure and management and exchange of information from the Project Team Members in the Information Model and the related processes and procedures.

Project Outputs are configured information delivered from the Information Model for a specific Permitted Purpose.

The Information Manager

- manages the Project Common Data Environment by
 - if a Project Common Data Environment has not been established, establishing a Common Data Environment including processes and procedures to enable reliable information exchange between Project Team Members and the *Contractor*,
 - if not already established, establishing, agreeing and implementing the information structure and maintenance standards for the Information Model otherwise implementing the information structure and maintenance standards for the Information Model,
 - receiving information into the Information Model in compliance with agreed processes and procedures,
 - validating compliance with information requirements and advising the *Contractor* and the Project Team Members on non-compliance,
 - maintaining the Information Model to meet integrity and security standards in compliance with the Information Requirement,
 - Managing the Project Common Data Environment processes and procedures, validating compliance with them and advising the *Contractor* and the Project Team Members on non-compliance
- provides project information management by
 - if the Project Information Plan does not exist, initiating, agreeing and implementing the Project Information Plan and Asset Information Plan, otherwise implementing the Project Information Plan and Asset Information Plan, covering:
 - information structure across roles e.g. software platforms (all levels of supply chain) appropriate to meet the Employer's Information Requirements and Project Team Members' resources,

- responsibility for provision of information at each Stage,
 - level of detail of information required for specific Project Outputs,
 - the process for incorporating as-constructed, testing, validation and commissioning information,
- enabling integration of information within the Project Team Members and co-ordination of information by the Design Lead
- agreeing formats for Project Outputs
- Assisting Project Team Members in assembling information for Project Outputs
- undertakes collaborative working, information exchange and project team management by
 - supporting the implementation of the Employer's Information Requirements,
 - liaising with and co-operating with other Project Team Members, *Employer* and the *Contractor* in support of a collaborative working culture,
 - assisting Project Team Members in establishing information exchange processes, defining and agreeing procedures for convening, chairing, attendance and responsibility for recording information exchange process meetings,
 - participating in and complying with Project team management procedures and processes including
 - risk and value management,
 - performance management and measurement procedures,
 - change management procedures including adjustments to budgets and programme,
 - attendance at Project and design team meetings as required,
 - agree and implement record keeping, archiving and audit trail for Information Model,
- [provides the necessary facilities and hosting services to host the Project Common Data Environment],
- [reviews and updates the Model Production and Delivery Table and the Employer's Information Requirements at [the commencement of] each Stage until Completion].

Annex E – Request for take over

Taking over certificate

Scheme:

Contract Reference:.....

Part of the *subcontract works*:

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

Subcontractor’s Statement

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

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

Signed:

Subcontractor’s Director

Name:

Date:

Contractor’s Acceptance

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

Signed:

for **the Contractor**

Name:

Date:

Contractor’s Certificate

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

Signed:

Contractor

Name:

Date:

Annex F – Employer’s Personnel Security Procedures

1. Mandatory Obligations

- 1.1 The *Contractor* is required to adopt the Personnel Security requirements and management arrangements set down in Security Policy No 3: Personnel Security of HMG Security Policy Framework v.2.0 May 09 issued by the Cabinet Office as amended from time to time (the “Security Policy Framework”).
- 1.2 The Security Policy Framework is available to be downloaded from the Cabinet Office Website www.cabinetoffice.gov.uk. The *Subcontractor* 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 *Subcontractor* 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 *Contractor* notifies the *Subcontractor* 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 *Contractor’s* premises, including offices, Regional Control Centres (RCC), the National Traffic Control Centre (NTCC) and any outstations owned and/or operated by the *Contractor*, usage of the *Contractor’s* Information Systems or working unsupervised in any other capacity. The *Contractor* may notify the *Subcontractor* of a modification to the categories of Staff requiring BPSS security checks at any time.
- 2.2 The BPSS is available to be downloaded from the Cabinet Office Website www.cabinetoffice.gov.uk
- 2.3 Procedural and other details for ensuring compliance with the BPSS are set down in Part One below.

3. Security Checks – Additional Vetting Requirement

- 3.1 Where Staff require unrestricted access to *[Include contract specific requirements e.g. Highways England’s IT control centres, technology systems etc]* the *Contractor* notifies the *Subcontractor* 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 *Subcontractor* undertakes security checks to ensure the confidentiality, integrity and availability of the *Contractor’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 *Contractor's* premises, potentially has access to the *Contractor's* sensitive, possibly protectively-marked, information or is given access to the *Contractor's* IT network.
- 4.3 The *Subcontractor* 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 *Subcontractor* 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 *Subcontractor* certifying the same.
- 4.5 The *Subcontractor* 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 *Subcontractor* keeps full and auditable records of all security checks carried out on Staff and makes such records available to the *Contractor* or its appointed representatives for audit purposes at all reasonable times.
- 4.8 If the *Contractor* discovers any non-compliance with the requirements of the BPSS from the audit process, the *Subcontractor* fails to keep full records of security checks carried out on Staff or the *Subcontractor* fails to make such records available on reasonable request, the *Contractor* 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 *Subcontractor's* BPSS security check procedure is undertaken at the expense of the *Subcontractor*. The *Subcontractor* takes the appropriate action to immediately address any non-compliance with the BPSS notified to it by the *Contractor*.
- 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 *Subcontractor* 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 *Subcontractor* 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 *Subcontractor* notifies the *Contractor* 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 *Subcontractor* 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 *Subcontractor* 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 *Contractors*, 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 *Subcontractor* 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 *Subcontractor* 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 *Contractors* 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 *Subcontractor’s* attention is drawn to the Basic Disclosure Certificate check option available from Disclosure Scotland.
- 9.4 Where “unspent” convictions have been disclosed, the *Subcontractor* 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 *Subcontractor* from his obligation to comply with all the requirements of the BPSS.
- 10.2 Subject to paragraph 4.8 and unless advised to the contrary by the *Contractor*, all Staff for whom a completed BPSS Verification Record has been submitted may be treated by the *Subcontractor* as suitable to undertake the duties referred to in paragraph 2.1.
- 10.3 The *Subcontractor* should note that the *Contractor* 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 *Contractor* 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 *Contractor*. The *Contractor* advises the *Subcontractor* 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 *Contractor* advises the *Subcontractor* 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 *Subcontractor* 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 *Contractor* instructs the *Subcontractor* to carry out additional security checks on any Staff required to operate in or on a Site. An instruction to carry out additional security checks is a change to the Subcontract Works Information.
- 12.4 If an employee, who has previously been subject of a BPSS security check, leaves the employment of the *Subcontractor* and is subsequently re-employed by the *Subcontractor* within twelve months, the original security check authorisation may be reinstated. The *Contractor* 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 *Subcontractor* monitors, manages and supports the required behaviours of Staff who are approved for work on this contract and reports to the *Contractor* immediately if the continuing suitability of an employee is in doubt.
- 13.2 Where the *Subcontractor* reports a case of doubt or the *Contractor* considers that the actions of any of the Staff do not conform to the required behaviours, the *Contractor* may instruct the *Subcontractor* to review the performance of the individual concerned. The *Subcontractor* 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 24.2.
14. Retention of documentation
- 14.1 The documentation associated with a BPSS security check is retained by the *Subcontractor* until the expiry of the *defects date* and for a period of twelve months after the individual has ceased to be employed on this contract.
- 14.2 The *Subcontractor* 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 *Subcontractor* agrees with the *Contractor*, 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 *Contractor* determines if any Staff need to undertake NSV in addition to the BPSS security check.
- 15.4 If the *Contractor* considers that NSV is required, the *Contractor* identifies, manages and undertakes the necessary vetting at the *Contractor’s* expense.
- 15.5 Where the *Contractor* determines that NSV is required, the approvals process set out in paragraph 4.10 does not apply, unless the *Contractor* instructs otherwise. Access permits and passes are ordinarily only issued on satisfactory completion of NSV.

PART THREE – CABINET OFFICE EFFICIENCY AND REFORM GROUP REQUIREMENTS

16. Site Admittance

- 16.1 The *Subcontractor* submits to the *Contractor* details of people who are to be employed by him and his Subsubcontractors with the *subcontract works*. The details include a list of names and addresses, the capacities in which employed, and other information required by the *Contractor*.
- 16.2 The *Contractor* may instruct the *Subcontractor* 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 Subcontract Works Information.
- 16.3 Passes *[Note to compiler: optional requirements to be used when access is to be controlled by the issue of passes]*
- 16.4 Employees of the *Subcontractor* and his Subsubcontractors are to carry a *Contractor's* pass whilst they are on the parts of the Site stated in the Contract Data.
- 16.5 The *Subcontractor* submits to the *Contractor* for acceptance a list of the names of the people for whom passes are required. The *Contractor* issues the passes to the *Subcontractor*. Each pass is returned to the *Contractor* when the employee no longer requires access to that part of the Site or after the *Contractor* has given notice that the employee is not to be admitted to the Site.
- 16.6 Photographs *[Note to compiler: optional requirements to be used if the Subcontractor is to be restricted in taking photographs of the Site]*
- 16.7 The *Subcontractor* does not take photographs of the Site or the *works* or any part of them unless he has obtained the acceptance of the *Contractor*.
- 16.8 The *Subcontractor* takes the measures needed to prevent his and his Subsubcontractors' people taking, publishing or otherwise circulating such photographs

Annex G – Policies & Guidelines

Reference in WI	Document	Link
WI205.5	Air Quality Strategy	https://www.gov.uk/government/publications/highways-england-air-quality-strategy
WI300.1	Government strategy for BIM	https://www.gov.uk/government/publications/building-information-modelling
WI810.1	Collaborative Performance Framework*	https://supplychainportal.highways.gov.uk/competitor/Supplier%20performance/Forms/AllItems.aspx
WI820.1	Earned value management performance requirements*	https://supplychainportal.highways.gov.uk/competitor/Supplier%20performance/Forms/CraMS.aspx
WI820.2	Commercial reporting and monitoring system*	https://supplychainportal.highways.gov.uk/competitor/SitePages/Home.aspx
WI820.4	Cost estimation manual	Refer to Instructions for Tenderers
WI820.4.1	Cost Data Capture Model A	 Pavement Framework - Cost Data
WI820.4.1	Cost Data Capture Model B	 Pavement Framework - Cost Data
WI825.1	Client's procedures for safeguarding the connection and the format of transmitted data. (electronic)	Refer to Instructions for Tenderers

WI825.2	Client's procedures for safeguarding the connection and the format of transmitted data. (non-electronic)	https://www.nrtsco.com/website/home.do
WI835.2	Statement of Highways England's IT security policy	Refer to Instructions for Tenderers
WI835.2	Chief Information Officer Memos 01/09, 05/08 and 04/08	http://www.highways.gov.uk/terms-and-conditions/
WI1105.2	Highways England Supply Chain Health and Safety Incident Reporting ("IAN 128")	http://www.standardsforhighways.co.uk/ha/standards/ians/pdfs/IAN128_15.pdf
WI1105.6	Accident and incident reporting system	Refer to Instructions for Tenderers
WI1130.1	HE aiming for zero initiative	https://www.gov.uk/government/collections/roadworker-safety-highways-agencys-aiming-for-zero-programme
WI1130.2	Employer's rules, regulations, health and safety policies	Refer to Instructions for Tenderers
WI1130.3	HE raising the bar guidance	https://www.gov.uk/government/collections/health-and-safety-for-major-road-schemes-raising-the-bar-initiative
WI2005.1	Specification for Highway Works	http://www.standardsforhighways.co.uk/ha/standards/mchw/vol1/

* Access to Highways England's Supply Chain Portal will require registration, the form can be found in the additional documents folder 'SharePoint (Supply Chain Portal) Application

Annex H - Facilities, Welfare Facilities, Equipment and Security

1. Works Contract value not exceeding £150,000

- 1.1 For schemes with a Works Contract value not exceeding £150,000 the *Contractor* shall provide appropriate facilities, welfare facilities, equipment and security for his own use only.

2. Works Contract value exceeding £150,000

- 2.1 For schemes with a Works Contract value exceeding £150,000 OR more than one contractor, site establishment will be required to be provided by the general civil engineering or temporary traffic management contractor. These facilities, welfare facilities, equipment and security will be provided for the use of the overseeing organisation and other organisations involved in the delivery of the scheme.
- 2.2 The *Employer* will typically instruct, the general civil engineering or temporary traffic management contractor. However, on occasions the *Contractor* may be required to provide the facilities on the *Employer's* instruction or if appointed as Principal Contractor
- 2.3 When instructed, the *Contractor* will be responsible for the supply, removal and maintenance of all facilities, welfare facilities, equipment, consumables, laydown / parking areas, compound fencing and security, for use by all the organisations involved in the delivery of a Works Contract.

3. Duration of Time Facilities are Required

- 3.1 All facilities are to be provided a minimum of one week before site *works* begin and two weeks after handover or until all *works* (including as built handover package) have been completed, whichever is longer.

4. Office and Equipment

- 4.1 Offices shall be of 8m² per person (FTE) including work space, storage space, circulation areas, kitchens and toilets.
- 4.2 Meeting Rooms shall be of a minimum of 12m² for up to 10 FTE, with 2m² per FTE thereafter.
- 4.3 All offices are to have locks with keys supplied, for each person using the office.
- 4.4 Office and welfare to be fully serviced with electricity (mains or generator) and water (mains or tank) facilities.
- 4.5 The following equipment will be required per 10 FTE's:
- five lockable filing cabinets
 - five lockable cupboards
 - Two A0 drawing racks
 - Ten 4-drawer lockable desks
 - Five chairs
 - Ten upholstered swivel chairs with arms
- 4.6 Two telephone lines with handsets are to be provided per 10 FTE's, including separate extensions. Payment for calls and facilities/line rental is to be included.
- 4.7 Broadband Fibre Optic or 4G Internet connection with wireless router, capable of supporting up to eight users at a time.

- 4.8 Networked printing and photocopying facilities (capable of A3 colour prints & copies).
- 4.9 Office ancillaries and consumables, e.g. print paper, pens, pencils, staplers with staples, tape, hole punches, lever arch files, note books, filing trays, as required.
- 4.10 Fire extinguishers and fire safety precautions shall be provided and maintained as required by the Fire Authority.
- 4.11 Heating and general requirements shall be in accordance with the Offices, Shops and Railway Premises Act 1963 and the Health and Safety at Work Act 1974. The offices shall be lined, weatherproof and insulated to achieve an overall U-value of 0.6.
- 4.12 All windows shall be fitted with external close boarded shutters which can be fastened and secured from inside. Roller blinds shall be fitted internally to all windows.
- 4.13 Boot cleaning facilities shall be provided outside the door.

5. Welfare facilities

- 5.1 Welfare facilities shall be of:
 - 2m² per person for messing facilities (split breaks should be considered)
 - 1m² per person for drying rooms
 - sufficient toilets and washbasins for those expected to use them
- 5.2 Chemical / Portaloo should only be considered when mains facilities are not possible
- 5.3 All welfare facilities shall have suitable locks with a keys and shall be kept secure at all times.
- 5.4 All welfare facilities shall be cleaned daily.
- 5.5 Messing Facilities be clean, well-lit and ventilated and shall include:
 - A supply of hot and cold running water
 - A seating area for eating and drinking with means for making hot drinks e.g. kettle or vending machine
 - A means of heating food e.g. microwave / hotplate
 - A supply of clean drinking water either tap or bottled
 - Tea, coffee, sugar, milk, cutlery and crockery as required
- 5.6 Toilet facilities clean, well-lit and ventilated facilities. To help achieve this walls and floors should preferably be tiled (or covered in suitable waterproof material) to make them easier to clean
- 5.7 Toilet facilities shall include:
 - A supply of toilet paper, soap and a means for drying hands, e.g. paper towels or a hot air dryer
 - Separate facilities for men and women; where this is not possible, rooms with lockable doors shall be provided
 - Disabled toilets where possible
 - For female employees, a means of disposing of sanitary dressings
 - Facilities with hot and cold running water
 - Enough soap or other washing agents
 - A basin large enough to wash hands and forearms
 - Showers where necessary e.g. for particularly dirty work.
- 5.8 Drying / Changing facilities shall be provided if the work activity involves wearing specialist clothing, i.e. wet-weather gear.
- 5.9 Drying / Changing facilities shall:
 - Be readily accessible

- Contain - or nominated directly to - washing facilities and a clothing storage area
 - Provide seating
 - Provide a means for securely hanging clothes up
 - Ensure the privacy of the user.
- 5.10 To minimise the risk of clean clothing coming into contact with contaminated, dirty or wet, work-soiled clothing, separate secure storage for clean clothing and contaminated work wear shall be provided. This separated storage area should allow wet clothing to be hung up to dry during the course of the working day and, consequently, should be well ventilated.

6. Car Parking

- 6.1 Car parking shall be of a minimum of size of 18m² per 10 number FTE's requiring office accommodation including access roads / circulation space. An additional visitor space shall be provided of minimum size of 18m²
- 6.2 A hardcore parking area shall be provided for all operatives with one parking space provided for every 3 operatives.

7. Signage

- 7.1 A Site Compound Scheme Information Board is to be erected at the site compound entrance. This design shall include the following information as a minimum:
- Scheme title
 - Scheme description
 - Highways England approved logo

8. Security

- 8.1 The *Contractor* shall take all reasonable measures to prevent trespass or unauthorised access to the works and theft from or malicious damage to the works.
- 8.2 The *Contractor* shall report details of any breach of security measures to the *Employer*.
- The report shall initially be oral immediately on becoming aware of an incident. Written confirmation of all such oral reports giving date, time and action taken shall be provided to the *Employer* within 24 hours after the initial oral report of any incident.
 - The *Contractor* shall maintain a log of all breaches of security which shall be available on request.
- 8.3 The *Contractor* shall maintain the level and modes of security provision in accordance with the specification.
- 8.4 The *Contractor* shall maintain a register of both personnel working on the site and visitors to the site. This register shall be available to the *Employer* on request. The *Contractor* shall provide all personnel, including *Subcontractors* and other contractors and personnel of the *Employer* with suitable security passes which shall include photographs.
- 8.5 Security passes shall be carried at all times while on the site and shall be made available for inspection when so requested. The *Contractor* shall provide visitors with temporary passes. Visitors shall only enter the site when in possession of a temporary pass and shall at all times be accompanied by a person holding a full security pass.