

# **Highways England Professional Services Short Contract**

## **Form of Agreement**

THIS AGREEMENT is made the 17 day of May 2018

**PARTIES:**

1. **HIGHWAYS ENGLAND COMPANY LIMITED** (company number 09346363) who's registered address is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ ("the *Employer*"); and
2. **COLAS LIMITED** a company incorporated in and in accordance with the laws of England and Wales having as its registered number 02644726 and its registered office at Wallage Lane Rowfant West Sussex RH10 4NF ("the *Consultant*").

**RECITALS**

- (A) In response to the *Employer's* invitation to tender, the *Consultant* has submitted a tender to carry out and complete the following *services* : as set out in the SOAP summary attached to facilitate the showcasing of Autonomous Impact Vehicle (AIPV) technology to the highways industry in accordance with the Scope
- (B) The *Employer* has accepted the *Consultant's* tender by letter dated 13<sup>th</sup> November 2017 and now wishes to appoint the *Consultant* on the terms of this Agreement

**OPERATIVE PROVISIONS**

**1. Definitions and Interpretation**

- 1.1 In this Agreement (including the Recitals) words and expressions have the same meaning given to them in the Conditions referred to below.
- 1.2. The Conditions are the core clauses of the NEC3 Professional Services Short Contract and any additional Z clauses.

**2. Documents**

- 2.1 The documents forming part of this Agreement are:
  1. the Conditions
  2. the Contract Data
  3. the Scope
  4. the *Consultant's* SOAP/ Project summary Form;
  5. The Price List
  6. The Form of Tender
- 3.2. The several documents forming part of this Agreement are to be taken as mutually explanatory of one another.

OPTION 1 – *Not Used*

OPTION 2

Signed by the *Consultant COLAS Limited*  
acting by

by  .....

(print name of Director)

signature of Director

and  .....

(print name of ~~Director~~/Company  
Secretary)

signature of ~~Director~~/Company Secretary

*This needs to be amended as contract to be underhand not a deed*

OPTION 1a *[execution by a Highways )*  
*England under seal]* )

Executed as a deed by **HIGHWAYS  
ENGLAND COMPANY LIMITED** by affixing  
his common seal in the presence of:

*Director*

*Director/Secretary*

OPTION 1b *[execution by a Highways )*  
*England under seal]* )

Executed as a deed by **HIGHWAYS  
ENGLAND COMPANY LIMITED** by affixing  
his common seal in the presence of:

Authorised Signatory

Authorised Signatory

OPTION 2a Executed as a deed by )  
**HIGHWAYS ENGLAND COMPANY )**  
**LIMITED** acting by:

Director

Director/Secretary

)  
)

OPTION 2b Executed as a deed by  
HIGHWAYS ENGLAND COMPANY  
LIMITED acting by:



Authorised Signatory

Authorised Signatory



# Highways England Professional Services Short Contract

Contract Data and *Consultant's Offer*

## Contract Data - Professional Services Short Contract

The *Client* is Highways England Company Limited a company incorporated in and in accordance with the laws of England and Wales having as its registered number 09346363 of Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ

Email address

The *services* are Colas Ltd has, its own expense, developed an autonomous Impact Protection Vehicle for use where road works at taking place. Highways England would like this world-leading technology used on the Strategic Road Network to reduce risk to road workers and users, and this requires Highways England to work with Colas to deliver the necessary regulatory approvals and an operational framework needed for initial evaluation of the technology. This will (subject to success) enable transfer into practical day use on the Strategic Road Network, as well as showcasing how other suppliers can adopt this technology. This project will deliver the necessary permissions and framework to enable the evaluation of this and future similar technologies.

The *starting date* is 1 November 2017

The *completion date* is 18 December 2018 but subject always to the fact that the *Consultant* is only required to complete the *Services* having regard to the *completion date*

The *delay damages* for late Completion are Zero per day

The *law of the contract* is law of England and Wales, subject to the jurisdiction of the Courts of England and Wales.

The *period for reply* is two weeks.

The *defects date* is N/A

The *assessment day* is the 20 of each month.

Work is to be carried out on a time charge basis N/A

**Delete if work is not to be carried out on a time charge basis.**

If the period for payment is not four weeks

The period for payment is ..... weeks.

The interest rate on late payment is



The *Consultant* provides the following insurance cover

Insurance against	Minimum amount of cover	Period following Completion or earlier termination
Failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	[REDACTED]	from the <i>starting date</i> until six (6) years following completion of the whole of the <i>services</i> or earlier termination
Death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from action or failure to take action by the <i>Consultant</i>	[REDACTED] In respect of use of motor vehicles, a limit of indemnity as required by statute.	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	[REDACTED]	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination

The *Client* provides the following insurance cover

Only enter details here if *Client* is to provide insurance.

The *Consultant* is not liable to the *Client* for loss or damage to the *Client's* property in excess

[REDACTED]

The *Consultant's* total liability to the *Client* for matters for which insurance is provided is limited to

[REDACTED]

The *Consultant's* total liability to the *Client* for other

The Consultants total liability to the Client for all matters arising

matters is limited to under or in connection with this Contract is limited to [REDACTED] The Consultants total liability includes liability in contract, to (including negligence) breach of statutory duty or otherwise arising under or in connection with this contract  
The Consultants liability to the Client for indirect or consequential loss is limited to [REDACTED]

For any one event the Consultants liability to the Client for loss or damage to the Clients property is limited to [REDACTED]

The *tribunal* is Arbitration.

If the *tribunal* is arbitration, the arbitration procedure is *Institution of Civil Engineers Arbitration Procedure (April 2012)*

The place where the arbitration is to be held is London

The person who will choose the arbitrator if the Parties cannot agree is *the President or Vice President of the Institution of Civil Engineers*

**Only include these statements if the *tribunal* is arbitration.**

If Clause Z20 applies Clause Z20 does not apply

If Clause Z25 applies None  
term person or organisation

If Clause Z30 applies and the final date for payment is not 14 days after the due date: the final date for payment is [...] days after the due date

The *conditions of contract* are the NEC3 Professional Services Short Contract (April 2013) and the additional Clauses Z1 to Z31

**The Consultants Offer:**

The Consultant is

Name COLAS LIMITED

Address Wallage Lane Rowfant West Sussex RH10 4NF

Telephone 01342 711000

E-mail address .....

The Consultant offers to Provide the Services in accordance with the conditions of contract for an amount to be determined in accordance with the conditions of contract.

The name, job qualifications and experience of the Consultant's key people are in

- Listed below
- The staff rates are

person or job	unit of measurement	rate
[REDACTED]	Hourly Rate	[REDACTED]

People not stated here are at open market or competitively tendered rates

The offered total of the Prices is [REDACTED]

Enter the total of Prices from Price List.  
If all work is to be carried out on a time charge basis, enter "Not applicable".

Signed on behalf of the  
Consultant Name COLAS LIMITED  
Position Executive Director  
Signature [REDACTED]  
Date 24/05/2018

**The *Client's* acceptance**

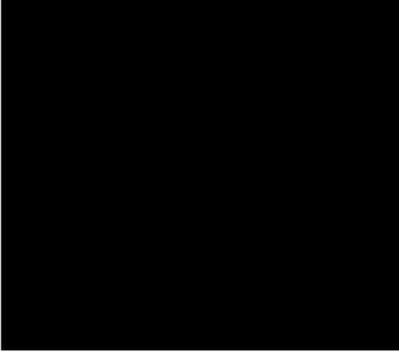
The *Client* accept the *Consultant's* Offer to Provide the Services

Name

Position

Signature

Date



21/5/18

## Professional Services Short Contract

**Identified and defined terms** A Subconsultant is a person or organisation who has a contract with the *Consultant* to provide part of the *services*.

The Time Charge is the sum of the products of each of the *staff rates* multiplied by the total staff time appropriate to that rate properly spent on work in this contract.

### Clause Z1 Corrupt practices

Z1.1 The *Consultant* does not

- offer or give to any person in the service of the *Client* any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of this contract or any other contract with the *Client* or for showing favour or disfavour to any person in relation to this contract or any other contract with the *Client*, or
- enter into this contract or any other contract with the *Client* if, in connection with this contract or any such other contract, commission has been paid or an agreement for the payment of commission has been made by him or on his behalf or to his knowledge.

Z1.2 A failure to comply with this condition is treated as a substantial failure by the *Consultant* to comply with his obligations.

### Clause Z2 Euro functionality

Z2.1 The *Consultant* Provides the *Services* in such a way that the *services*

- would not be prejudiced by the implementation of the Euro
- comply with all legal requirements applicable to the Euro in the United Kingdom, including, but without limitation, the rules on conversion and rounding set out in the EC Regulation 1103/97,
- are capable of utilising all symbols and codes adopted by the EU Commission in relation to the Euro and
- are in accordance with the *Client's* requirements both for Sterling and for the Euro.

### Clause Z3 Recovery of sums due from *Consultant*

Z3.2 Where under this contract or any other contract between the *Consultant* and the *Client* any sum of money is recoverable from or payable by the *Consultant*, such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time after may become due to the *Consultant* under this contract

### Clause Z4 Assignment

Z4.1 The *Consultant* does not assign, transfer or charge the benefit of this

contract or any part of it or any benefit or interest under it without the prior agreement of the *Client*.

- Z4.2 The *Client* may only assign this contract or any part of it or any benefit or interest under it on two occasions only and with the prior written consent of the Consultant.

#### Clause Z5 Discrimination

- Z5.1 The *Consultant* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Equality Act 2010, any predecessor statute of it or any amendment or re-enactment of it from time to time (the "Discrimination Acts")
- Z5.2 In Providing the Services, the *Consultant* co-operates with and assists the *Client* to satisfy its duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.
- Z5.3 Where any employee or Subconsultant employed by the *Consultant* is required to carry out any activity alongside the *Client's* employees in any premises, the *Consultant* ensures that each such employee or Subconsultant complies with the *Client's* employment policies and codes of practice relating to discrimination and equal opportunities.
- Z5.4 The *Consultant* notifies the *Client* in writing as soon as he becomes aware of any investigation or proceedings brought against the *Consultant* under the Discrimination Acts in connection with this contract and
- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
  - attends (and permits a representative from the *Client* to attend) any associated meetings,
  - promptly allows access to any relevant documents and information and
  - cooperates fully and promptly with the investigatory body, court or tribunal.

#### Clause Z6 Disclosure of information

- Z6.1 A Disclosure Request is a request for information relating to this contract received by the *Client* pursuant to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise.
- Z6.2 The *Consultant* acknowledges that the *Client* may receive Disclosure Requests and that the *Client* may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the

*Client* consults with the *Consultant* before doing so in accordance with the relevant Code of Practice. The *Consultant* uses his best endeavours to respond to any such consultation promptly and within any deadline set by the *Client* and acknowledges that it is for the *Client* to determine whether or not such information should be disclosed.

- Z6.3 When requested to do so by the *Client*, the *Consultant* promptly provides information in his possession relating to this contract and assists and co-operates with the *Client* to enable the *Client* to respond to a Disclosure Request within the time limit set out in the relevant legislation.
- Z6.4 The *Consultant* promptly passes any Disclosure Request which it receives to the *Client*. The *Consultant* does not respond directly to a Disclosure Request unless instructed to do so by the *Client*.
- Z6.5 The *Consultant* acknowledges that the *Client* is obliged to publish the provisions of this contract in accordance with the Cabinet Office Efficiency Reform Group Guidance Note entitled "Transparency – Publication of New Central Government Contracts" dated December 2010 (or any later revision) except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The *Client* consults with the *Consultant* before deciding whether information is exempt, but the *Consultant* acknowledges that the *Client* has the final decision. The *Consultant* co-operates with and assists the *Client* to publish this contract in accordance with the *Client*'s obligation.

#### **Clause Z7 Conflict of interest**

- Z7.1 The *Consultant* does not take an action which would cause a conflict of interest to arise in connection with this contract. The *Consultant* notifies the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise.

#### **Clause Z8 Official Secrets Act**

- Z8.1 The Official Secrets Act 1989 applies to this contract from the *starting date* until the *defects date* or earlier termination.
- Z8.2 The *Consultant* notifies his employees and Subconsultants of their duties under the Official Secrets Act 1989.
- Z8.3 A failure to comply with this clause is treated as a substantial failure by the *Consultant* to comply with his obligations.

#### **Clause Z9 Records and Audit Access**

- Z9.1 The *Consultant* keeps documents and information obtained or prepared by the *Consultant* or any Subconsultant in connection with the contract for a period of 6 years after Completion.
- Z9.2 The *Consultant* permits the *Client*, Comptroller, Auditor General and any other auditor appointed by the *Client* to examine documents held or controlled by the *Consultant* or any Subconsultant.
- Z9.3 The *Consultant* provides such oral or written explanations as the *Client* or Comptroller and Auditor General considers necessary.
- Z9.4 The *Consultant* acknowledges that, for the purpose of examining and certifying the *Client*'s accounts or any examination pursuant to Section

6(1) of the National Audit Act 1983, the Comptroller and Auditor General or any other auditor appointed by the *Client* may examine documents held or controlled by the *Consultant* or any Subconsultant and may require the *Consultant* to provide such oral or written explanations as he considers necessary. The *Consultant* promptly complies with any such requirements at his own cost. This clause does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the *Consultant* and the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 in relation to the *Consultant* is not a function exercisable under this contract. The *Consultant* permits the Comptroller and Auditor General to examine documents held or controlled by the *Consultant* or any Subconsultant. The *Consultant* provides such oral or written explanations as the Comptroller and Auditor General considers necessary.

#### **Clause Z10 Appointment of *Adjudicator***

Z10.1 The *Adjudicator's* appointment under the NEC3 *Adjudicator's* Contract (April 2013) includes the following additional condition of contract

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

#### **Clause Z11 Confidentiality**

Z11.1 Clause 70.3 is deleted and replaced by the following:

"The *Consultant* keeps (and ensures that his employees and Subconsultants keep) confidential and does not:

- disclose to any person the terms of this contract nor
- use (except for the purposes of this contract) or disclose to any person any confidential or proprietary information (including Personal Data) provided to or acquired by the *Consultant* in the course of Providing the Services  
except that the *Consultant* may disclose information
- to his legal or other professional advisers,
- to his employees and Subconsultants as needed to enable the *Consultant* to Provide the Services,
- where required to do so by law or by any professional or regulatory obligation or by order of any court or governmental agency, provided that prior to disclosure the *Consultant* consults the *Client* and takes full account of the *Client's* views about whether (and if so to what extent) the information should be disclosed,
- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,

- which is in the public domain at the time of disclosure other than due to the fault of the *Consultant* or
- with the consent of the *Client*."

Z11.2 The *Consultant* may only disclose the *Client*'s confidential information to its personnel who are directly involved in Providing the Services and who need to know the information, and shall ensure that such personnel are aware of and shall comply with these obligations as to confidentiality.

Z11.3 The *Consultant* may only disclose the *Client*'s confidential information to its personnel who need to know the information, and shall ensure that its personnel are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any of the *Consultant*'s personnel causes or contributes (or could cause or contribute) to the *Consultant* breaching its obligations as to confidentiality under or in connection with this contract, the *Consultant* shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any of the *Consultant*'s personnel, the *Consultant* shall provide such evidence to the *Client* as the *Client* may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the *Consultant* is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from the *Consultant*'s personnel, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with the *Consultant*'s personnel in connection with obligations as to confidentiality.

Z11.4 At the written request of the *Client*, the *Consultant* shall procure that those members of the *Consultant*'s personnel identified in the *Client*'s notice signs a confidentiality undertaking prior to commencing any work in accordance with this contract.

Z11.5 Where the *Client* supplies the *Consultant* with press cuttings provided to the *Client* under the terms of the *Client*'s licence with the Newspaper Licensing Agency ("NLA"), the *Consultant* does not reproduce the cuttings or forward them to any third party unless the *Consultant* has first entered into an agreement with NLA authorising it to do so.

**Clause Z12 Not Used**

**Clause Z13 Not Used**

**Clause Z14 Not Used**

**Clause Z15 Not Used**

**Clause Z16 Not Used**

**Clause Z17 Not Used**

**Clause Z18 Client's Codes of Conduct**

Z18.1 The *Consultant* complies (and ensures that any person employed by him or acting on his behalf complies) with the *Client's* Anti Bribery Code of Conduct and Anti-Fraud Code of Conduct, collectively 'the Codes'. The *Consultant* complies with the Codes until Completion

Z18.2 A failure to comply with this clause is treated as a substantial failure by the *Consultant* to comply with his obligations.

**Clause Z19 Prevention of fraud and bribery**

Z19.1 The *Consultant* represents and warrants that neither it, nor to the best of its knowledge any of its employees, have at any time prior to the *starting date*:

- committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

Z19.2 In this clause Z19, Prohibited Act means any of the following:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the *Client* a financial or other advantage to:
  - induce that person to perform improperly a relevant function or activity; or
  - reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this contract;
- (c) committing any offence:
  - under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
  - under legislation creating offences concerning fraud; or
  - at common law concerning fraud; or
  - committing (or attempting or conspiring to commit) fraud.

**Clause Z20 Termination and omission of work**

Z20. The following is added at the end of the second sentence in clause 91.1 of the *conditions of contract*:

"unless instructed otherwise by the *Client*".

**Clause Z21 Termination - PCRs, Regulation 73**

Z21.1 The *Client* may terminate the *Consultant's* obligation to Provide the Services if one of the mandatory or discretionary grounds for exclusion referred to in regulation 57 of the Public Contracts Regulations 2015 applied to the *Consultant* at the *starting date*. This is treated as a termination because of a substantial failure of the *Consultant* to comply with his obligations.

Z21.2 The *Client* may terminate the *Consultant's* obligation to Provide the Services if

- this contract has been subject to substantial modification which would have required a new procurement procedure pursuant to regulation 72 of the Public Contracts Regulations 2015 or
- the Court of Justice of the European Union declares, in a procedure under Article 258 of the Treaty on the Functioning of the European Union, that a serious infringement of the obligations under the European Union Treaties and the Public Contracts Directive has occurred.

If the modification or infringement was due to a default by the *Consultant*, this is treated as a termination because of a substantial failure of the *Consultant* to comply with his obligations.

**Clause Z22 Value Added Tax (VAT) Recovery**

Z22.1 Where under this contract any amount is calculated by reference to any sum which has been or may be incurred by any person, the amount shall include any VAT in respect of that amount only to the extent that such VAT is not recoverable as input tax by that person (or a member of the same VAT group) whether by set off or repayment.

**Clause Z23 Not Used**

**Clause Z24 Not Used**

"Implementing Article 6 of the Energy Efficiency Directive".

**Clause Z25 Contracts (Rights of Third Parties) Act 1999**

Z25.1 A person or organisation who is not a party to this contract may enforce a term of this contract under the Contracts (Rights of Third Parties) Act 1999 only if the term and the person or organisation are stated in the Contract Data.

## Clause Z26 Intellectual Property Rights

- Z26.1 **Intellectual Property Rights** or IPRs are rights to inventions, copyright and related rights, database rights, design rights, patents, inventions, trade marks (and goodwill attaching to those trade marks), domain names, applications for and the right to apply for any of the foregoing, moral rights, confidential information and any other intellectual or industrial property rights, whether or not registered or capable of registration, whether subsisting now or in future in any part of the world.
- Z26.2 **Inventions** any invention, idea, discovery, development, improvement or innovation made by the Consultant either before or in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium
- Z26.3 **Services:** the services to be provided by the Consultant as set out in the Contract Data and as more particularly described in the Scope.
- Z26.4 **Works:** all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services
- Z26.2 All Intellectual Property Rights in documents and other materials created by the *Client* in connection with the contract are the property of the *Client* or the Crown.
- Z26.3 Consultant's Background IPR means IPR is owned by the *Consultant* or a third party before the *starting date* or created by the *Consultant* or a third party independently of this contract, which in each case is or has been or will be used before the Completion date for designing, testing, implementing, correcting defects or Providing the Services under this Contract. In respect of the Consultant's Background IPR, the *Consultant* grants a non-exclusive, non-transferable revocable, royalty free license to the *Client* to use the Consultant's Background IPR (capable of being used or licensed or procured without cost) for the purposes of the *Client* in connection with the Services under this Contract. The license granted under this clause Z26.4 by the *Consultant* will not survive the termination or expiry of this contract without the express written agreement of the Consultant. If applicable the *Consultant* obtains from the Subconsultants or third parties equivalent rights over Consultant's Background IPR owned by the Subconsultants or third parties.
- Z26.4 In so far as it is required the *Client* grants to the *Consultant*, or procures the direct grant to the *Consultant* of, a non-exclusive, non-transferable, revocable license to use all Intellectual Property Rights and Background IPR owned (or capable of being licensed or procured without cost) by the *Client* and reasonably required by the *Consultant* in order to Provide the Services. Any such license is granted for the

duration of this contract solely to enable the *Consultant* to comply with its obligations under this contract.

Z26.5 For the avoidance of doubt save as set out above the *Consultant* retains all present and future Intellectual Property Rights in all documents and other materials created by or on behalf of the *Consultant* in the Services and/or Works in performing its obligations under the contract.

**Clause Z27**

**Clause Z28 The Housing Grants, Construction and Regeneration Act 1996**

Z28.1 Option Y(UK)2 from the NEC3 Professional Services Contract (April 2013) applies to this contract save that references to the *Client* in Option Y(UK)2 are treated as references to the *Client*.

Z28.2 Clause 51.1 is deleted.

**Clause Z29 Payments upon Insolvency**

Z29. 1 Nothing in this contract requires the *Employer* to pay the *Consultant* any sum due where the *Consultant* becomes insolvent after the last date upon which the *Employer* was entitled to issue a pay less notice in respect of the relevant sum.

**Clause Z30 Not Used**

**Clause Z31 Not Used**

**Z32** Clause 80.1 is deleted

**Price List - Professional Services Short Contract**

Entries in the first four columns are made either by the *Client* or the tenderer.

For each row:

- If the *Consultant* is to be paid an amount for the item which is not adjusted in the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
- If the *Consultant* is to be paid an amount for the item of work and which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the Expected quantity to produce the Price, which is also entered.
- If the work is to be paid on a time charge basis, only expenses should be included.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff* rates. If expenses are paid at cost, the 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

Item number	Description	Unit	Expected quantity	Rate	Price
.....1	Feasibility stage	Sum..	.....	.....	
.....2	Implementation.....	Sum..	.....	.....	
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
<b>Expenses</b>					
.....	.....	.....	.....	.....	.....

.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
<b>The total of the Prices is</b>				<b>£125,456.00</b>	

AT

Any additional Client requirement over and above the scope of the works detailed above shall be recognised as a Compensation Event of which the total of the process shall be adjusted.  
The Consultant shall provide Quotations for any additional work Scope requirements

# Highways England Professional Services Short Contract

## Scope

### 1. Purpose of the services

Provide a brief summary of why the *services* are being commissioned and what they will be used for.

Colas Ltd has, at its own expense, developed an Autonomous Impact Protection Vehicle (AIPV) for use at road works. We want this world-leading technology used on the Strategic Road Network (SRN) to reduce risk, which requires Highways England Company Limited to work with Colas as the Consultant to deliver the regulatory approvals and an operational framework needed for initial evaluation of the technology. This will (subject to success) enable transfer into Business as Usual BAU, as well as showcasing how other suppliers can adopt this technology. This project will deliver the necessary permissions and framework to enable the evaluation of this and future similar technologies.

### 2. Description of the services

Give a complete and precise description of what the *Consultant* is required to do.

If items of work have to be provided by a stated date, include a table describing the work and stating the date when it is to be provided.

Description	Est. Date
Operational capability test plan for SRN evaluation programme	End March 2018
Obtain approval from DfT for controlled and monitored roll-out of this technology	End March 2018
Off-road demonstration for key stakeholders of AIPV technology, operational capability plan to support agreement of plan for SRN evaluation programme	Jan/Feb 2018

#### Planned Duration

Feasibility Phase	From	Nov 2017	To	Mar 2018
Detailed Design	From	COMPLETE		
Implementation	From	Apr 2018	To	Dec 2018

#### Where appropriate state any time pressures on this proposal

Colas Ltd have two AIPVs which they are at present keeping off-road to avoid risk of damage. If this work is delayed, these vehicles may not remain available as this would carry a cost for Colas. The opportunity of these vehicles being available will be difficult to replicate, hence if this project is not take forwards now it may not be feasible to deliver it in the future for this cost value.

### 3. Existing Information

List existing information which is relevant to the *services*. This can include documents which the *Consultant* is to further develop.

Colas Ltd is a long-standing member of HE's supply chain and this will make trialling and adoption of this technology easier as it has been developed by a well-respected organisation in the traffic management arena.

The proposed implementation plan is for Colas Ltd. to act as a *pro bono* introducer to the developers of the technology, effectively enabling its adoption across HE suppliers (and wider TM industry).

#### 4. Specifications and standards

List any specifications and standards that apply to this contract.

Limited to the requirements specified within the project summary form

#### Parent Company Guarantee Not Used

#### Form of Novation Not Used

#### 5. Constraints on how the *Consultant* is to Provide the Services

State any constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the *Client*.

Set out any requirements for a quality management system.

Include a dispute resolution procedure if required.

[....]

#### Data Protection

##### 1.1. Definitions

##### 1.2. Insurances

The *Consultant* discharges all its obligations under the Insurance Act 2015 when placing, renewing, amending or maintaining any insurances required by this contract, including

- complying with the duty of fair presentation to insurers and
- taking the actions needed to protect the *Client's* separate interests where the *Client* is required to be named as an insured party.

#### Conflict of Interest

The *Consultant* does not take an action which would cause a conflict of interest to arise in connection to this contract. The *Consultant* notifies the *Client* if there is any uncertainty about whether a conflict of interest may arise exist or arise.

**6. Requirements for the programme**

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

N/A

**7. Information and other things provided by the *Client***

Describe what information and other things the *Client* is to provide and by when, information is that which is not currently available, but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the *Client's* information technology systems.

<b>Item</b>	<b>Date by which it will be provided</b>
.....	.....
.....	.....

## Appendix 1 – BPSS Compliance

### Annex A

#### General notes for hiring managers

- You must see original documents, copies are not acceptable.
- All the time you need to check that birth dates, signatures and photos match. Any discrepancies then call the Security Team for advice.
- You must comply with the Data Protection Act. Therefore remember to delete any electronic versions of this form/personal documents and securely destroy paper copies of documents when they are no longer relevant. UK Visas and Immigration provide advice on how long to keep copies of nationality and right to work documents:  
<https://www.gov.uk/government/collections/Clients-illegal-working-penalties#guidance-and-codes-of-practice>
- Once your *Consultant* starts work, you will need to email the Amey helpdesk to request that their photo is taken for their building pass.
- If you are not located in the same building as your *Consultant*, you will need to make sure there is someone available to greet them at reception and undertake an induction. You will also need to make sure that reception is aware of the date your *Consultant* is starting.

If you have any questions regarding this form or the check itself, the Security Team [REDACTED] are happy to help.

If you'd prefer to speak to someone, please state this in your email and a member of the team will call you as soon as they can.





## Annex B

### Section 1: Application details and identity verification – guidance notes

Generally one document which contains a photo or 2 documents without photos will provide adequate proof of identity.

However not all documents are of equal value, therefore we have listed below some examples of documents that are from reliable sources, difficult to forge and dated. These documents must be current and ideally issued within last 6 months.

#### Good examples of identity documents that contain a photo:

- Current UK photo-card driving licence.
- A current passport. Please include the country of issue in section 1.3 (eg British passport, South African passport)

If the applicant is a citizen of the United Kingdom, Switzerland or one of the European Economic Area countries (see [Annex D](#)), their passport can also be used as proof of their 'right to work'. This means that no additional documentation is required to prove nationality.

#### Good examples of identity documents without photos include:

- Birth certificate, adoption certificate, gender recognition certificate
- Marriage licence, divorce or annulment papers
- Current full UK driving licence (old 'paper' version)
- A recent utility bill or council tax bill (valid for current year)
- Bank, building society or credit union statement or passbook containing current address
- Current benefit book or card or original notification letter from the DWP confirming the right to benefit.
- Police registration document or HM Forces identity card

#### What to look for:

- The documents shown to you must be originals. If you are unsure, consider comparing them to other examples you may have to hand
- Check that the paper and typeface of the document are similar to any others you may have to hand or may have examined recently
- Examine the documents for alterations or signs that the photograph and/or signature have been removed and replaced.

- Check that any signature on the documents tallies with other examples in your possession. If you're unsure, ask the applicant to sign something in your presence
- Check that details given on the documents corresponds with what you already know about the individual

### **Young Applicants**

It can be difficult for young applicants to supply most of the documents listed above. If this appears to be a genuine problem, ask the applicant to supply a passport-sized photo, endorsed on the back with the signature of someone of standing in the applicant's community, e.g. a justice of the peace, doctor, member of the clergy, teacher etc. The signatory should have known the applicant for a minimum of three years.

The photo must be accompanied by a signed statement from the signatory giving their full name, address and phone number and confirming the period they have known the applicant.



## Annex C

### Section 2: Nationality and right to work- guidance notes

The current advice from UK Visas and Immigration is available on their website:

<https://www.gov.uk/government/collections/Clients-illegal-working-penalties#guidance-and-codes-of-practice>

In addition, please note:

- You must be satisfied that each document produced relates to the individual, and you will need to check that all documents contain the same date of birth, photo and the person's appearance looks the same.
- UK Visas and Immigration provide advice on how long to keep copies of nationality and right to work documents:

<https://www.gov.uk/government/collections/Clients-illegal-working-penalties#guidance-and-codes-of-practice>



## Annex D

### European Economic Area (EEA) Countries

Citizens of the United Kingdom, Switzerland or one of the following European Economic Area (EEA) countries, have the right to work in the UK:

- Austria
- Belgium
- Bulgaria
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Iceland
- Ireland
- Italy
- Latvia
- Liechtenstein
- Lithuania
- Luxembourg
- Malta
- Netherlands
- Norway
- Poland
- Portugal
- Romania
- Slovakia
- Slovenia
- Spain
- Sweden



## Annex E

### Employment history and personal references – guidance notes

- All employment history should be confirmed with previous Clients, including overseas appointments (where the applicant was abroad for over 6 months).
- A template to send to previous Clients and personal referees can be found in Annex E. However most companies will now only provide official confirmation (on letter headed paper) of when an individual worked for them. This is acceptable.
- Reasonable steps should be taken to ensure that the reference is genuine. References that are handwritten, not on headed paper, contain spelling or grammatical errors or just not convincing for any reason, should be followed up directly with the individual(s) concerned.
- If the applicant has been unemployed, or his previous *Client* is no longer in business, a personal reference (see below) can be obtained instead. This is not necessary if the period involved is less than 6 months.
- If the applicant has only worked for one organisation in the last 3 years, then one reference from this company is sufficient.
- Where an applicant has been in full time education during the period, confirmation must be obtained from the relevant school or other academic institution.
- Where an applicant has been overseas during the last 3 years, it is sufficient to see the entry visa. Some countries no longer issue exit visas.
- Where a young person has difficulty in providing both evidence of identity and adequate referee coverage, it may be appropriate to obtain both from the same referee.

### Personal references

- Personal references are acceptable when no other reference is available. Family members (including in-laws) are not suitable for references.
- The applicant should provide the details of someone of professional standing (eg solicitor, civil servant, teacher, accountant, bank manager, doctor, officer of the armed forces) who has sufficient knowledge of the applicant to provide a considered reference. If the applicant is unable to nominate such a person, then references should be obtained from personal acquaintances. Personal acquaintances cannot provide references if they are involved in any financial arrangements with the applicant.



**Annex F**

**Personal reference template**

*You can use this template to send to both previous Clients and personal referees. You will need to include a covering letter, explaining that you are requesting this information in relation to the applicant's proposed role in Highways England.*

.....

Dear

**SUBJECT:** \_\_\_\_\_

**1. Over what period have you known the subject and in what capacity?**

From:

To:

Capacity:

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

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

I declare that the information I have given on this form is true to the best of my knowledge.

Name:

Signature:

Date:

Address:

Tel No:

Email:

**Appendix 2 – Form of Parent Company Guarantee – Not Used**

**Appendix 3 - Form of novation agreement – Not Used**

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

**Appendix 4 – Declaration of Interest Form**

**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.

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

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



<b>3. Other business interests</b>	
Are you a partner, employee or a <i>Consultant</i> (paid or otherwise) in any business? YES/NO	If YES state the names and give the nature of the businesses where this is not indicated in the title and the nature and start date of your involvement with each partnership, employment or consultancy.
Have you held any fiduciary office or position of trust (paid or otherwise) in the last 10 years? YES/NO Include public and any political offices.	If YES please give details and if you no longer hold the position, describe the circumstances in which you ceased to do so.
Do you have a direct shareholding in any company in the sector in which Highways England operates? YES/NO	I hold the following shares/I do not hold any shares in the sector in which Highways England operates.
<b>4. Voluntary work</b>	
Are you involved in or a member of any professional bodies, charities, special interest or political groups in the sector which Highways England operates? YES/NO.	If YES provide details.
<b>5. Other</b>	
Are there any other matters which you, or a reasonable member of the public might perceive that Highways England should be aware of which might impact on your role as a <i>Consultant</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 <sup>12</sup> members 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 <sup>2</sup> of your family in respect of the sphere in which Highways England operates.</p>	<p>If YES provide details.</p>
<p><b>6. Connected persons</b></p>	
<p>Please confirm (in the box to the right) that, in relation to the questions contained in sections 3, 4, 6, above, no additional information would need disclosure in relation to any connected person.</p>	<p>I confirm that no additional information requires disclosure.</p> <p>I have provided additional information above.</p>

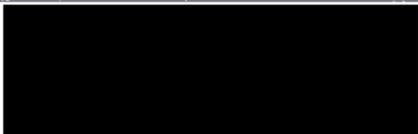
<sup>2</sup> Close members means a) an individual's domestic partner and children b) children of individuals domestic partner c) or independents domestic partners, d) parents and in-laws and e) siblings.

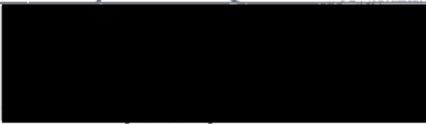
**Declaration**

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

5. I shall not pay, give, receive or offer to pay, give, receive any sum of money or other consideration directly or indirectly to any person whatsoever for any act described in paragraphs 2, 3 and 4 above. If any offer is made to me to breach this declaration, I shall report it immediately to Highways England.
6. All documentation that I have access to in my role as a *Consultant* to Highways England shall be made available to Highways England to form part of any relevant tender information pack. Any information that may give me, my *Client* or a third party any advantage in a tender process shall be returned to Highways England.
7. I understand that I may only be involved in the evaluation of a tender for Highways England where expressly sanctioned in writing by Highways England. I understand that I will not be involved in the process for agreeing any extension to my contract or the contract of any *Consultant* who shares with me the same *Client*.
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 *Client* 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 *Client* may wish to tender and I agree not to discuss these matters with my *Client* 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 *Clients* 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 *Client* and Highways England for the provision of the services.

Signed by the <i>Consultant</i>	
Date	21 / 05 / 2018

Acknowledged by the <i>Client</i>	
Date	21 / 5 / 18

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

Acceptance/ Non-acceptance

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

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

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

Please record reasoning for decision:

Signed: .....

Name in Block Capitals: .....

Post and Grade: <sup>1</sup> .....

<sup>1</sup> This section of the agreement must be countersigned by PB8 SSD, or if one not available a PB8 PLT Member.  
Registered office Bridge House, 1 Walnut Close, Guildford.  
Highways England Company Limited registered in England and Wales number 09357363

## Appendix 5 – Data Protection

### Processing, Personal Data and Data Subjects

The *Consultant* shall comply with any further written instructions with respect to processing by the *Client*.

Any such further instructions shall be incorporated into this table.

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

