

A19 / A1058 Coast Road Junction Improvement Scheme

**TENDER DOCUMENTS
VOLUME 3A**

WORKS INFORMATION (EMPLOYER'S)

May 2015

WORKS INFORMATION

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For the avoidance of doubt, the Works Information is separated into 5Nr volumes;

- 3A Works Information (Employers)
- 3B Works Information build-ability phase
- 3C Works Information – Specification (Retaining Wall)
- 3D Works Information – Specification (Main Junction Improvement Works)
- 3E Works Information (Main Junction Improvement Works Drawings)
- 3F Works Information (Retaining wall drawings)

The contents of volume 3A shall apply equally to all sections of the Works, unless overwritten by the contents of the specific Works Information relative to the section of Works

WI 100 Description of the works

The Works comprise the construction, testing and commissioning of the A19 / A1058 Coast Road Junction Improvement scheme in Newcastle upon Tyne. A description of the scheme and outline scope of works are described below.

The scheme is located at the junction of the A19 / A1058 Coast Road and provides access to the Port of Tyne and to the major employment sites of the Tyne Tunnel Trading Estate, Silverlink Retail Park and Cobalt Business Park. The A1058 Coast Road is a strategic route linking the city of Newcastle upon Tyne to the coast at Tynemouth. The Silverlink access, which serves the Silverlink Retail Park and adjoining areas, forms the fifth arm of the roundabout. The layout of the scheme is shown on the General Arrangement drawings (Ref: A19-DWG-CIV-S00-0000-0021 to 0022 inclusive) included as Employers Drawings in Volume 2D.

The Contractor shall provide a three level interchange by realigning the A19 to pass under the current two level interchange. This will require the provision of the following structures:

- A single span structure under the circulatory carriageway bridging over the realigned A19 on the north side of the interchange. (Structure Ref: Silverlink Roundabout North Bridge.)
- A single span structure under the A1058 Coast Road bridging over the realigned A19 in the centre of the interchange. (Structure Ref: Tyne Tunnel Central Bridge.)
- A single span structure under the circulatory carriageway bridging over the realigned A19 on the south side of the interchange. (Structure Ref: Silverlink Roundabout South Bridge.)
- A footbridge to link the footpath on the A1058 Coast Road to the footpath on the A1058 Coast Road eastbound diverge slip road. (Structure Ref: Silverlink A1058 Coast Road Eastbound Off Slip Footbridge.)
- A footbridge to link the footpath on the A1058 Coast Road to the footpath on the A1058 Coast Road eastbound diverge slip road. (Structure Ref: Silverlink A1058 Coast Road Eastbound On Slip Footbridge.)
- The widening of the existing Middle Engine Railway Bridge Underpass (STKEY: 5590/A19 1880.70) on the north side of the interchange.

- A 45m long retaining wall (Silverlink Northbound RW 1 and RW 2) to the south of the Silverlink Roundabout South Bridge on the western verge of the A19.
- A 30m long retaining wall (Silverlink Northbound RW 3) between the Silverlink Roundabout South Bridge and the Tyne Tunnel Central Bridge on the western verge of the A19.
- A 25m long retaining wall (Silverlink Northbound RW 4) between the Tyne Tunnel Central Bridge and the Silverlink Roundabout North Bridge on the western verge of the A19.
- A 130m long retaining wall (Silverlink Northbound RW 5 and RW 6) to the north of the Silverlink Roundabout North Bridge on the western verge of the A19.
- A 120m long retaining wall on the western verge of the A19 northbound merge slip road. (Ref: Silverlink Northbound On Slip RW)
- A 140m long retaining wall to the boundary of Plot 7 on the eastern verge of the A19. (Ref: Silverlink Southbound Off Slip RW 2)
- A 130m long retaining wall (Ref: Silverlink Southbound RW 5 and RW 6) on the western verge of the A19 to the north of the Silverlink Roundabout North Bridge.
- A 35m long retaining wall (Ref: Silverlink Southbound RW 4) between the Silverlink Roundabout North Bridge and the Tyne Tunnel Central Bridge on the eastern verge of the A19.
- A 20m long retaining wall (Ref: Silverlink Southbound RW 3) between the Tyne Tunnel Central Bridge and the Silverlink Roundabout South Bridge on the eastern verge of the A19.
- A 105m long retaining wall (Ref: Silverlink Southbound RW 1 and RW 2) south of the Silverlink Roundabout South Bridge on the eastern verge of the A19.
- A 172m long retaining wall (Ref: Silverlink Southbound Off Slip RW 1) on the eastern verge of the A19 southbound exit diverge slip road.
- A 58m long retaining wall to the eastern verge of The Silverlink.

The Contractor shall provide concrete repair works to the following structures:

- The existing Tyne Tunnel West Bridge (STKEY 5589 / No. A19 188.40) over the circulatory carriageway on the west side of the interchange.
- The existing Tyne Tunnel East Bridge (STKEY 5588 / No. A19 188.30) over the circulatory carriageway on the east side of the interchange.
- The existing Middle Engine Lane Bridge (STKEY 5591 / No. A19 1880.80) on the north side of the interchange.

The Contractor shall provide a new / improved facilities for non-motorised users (NMFU) at the following locations:

- Adjacent to the A19 southbound merge slip road between the Tyne Tunnel Trading Estate and the bus layby on the A1058 Coast Road westbound diverge slip road.
- Adjacent to the A19 northbound carriageway between the the A19 / A193

Wallsend Junction and the A19 / A1058 Coast Road Coast Road Junction.

- Adjacent to the central island of the A19 roundabout.
- Adjacent to the western verge of The Silverlink linking to the footpath on the northern verge of the A1058 Coast Road eastbound merge slip road.
- Footbridges as detailed within the Structures section above.

WI 105 Employer's Objectives

The objectives set out in the Highways England scheme requirements for this project are:

- To reduce congestion.
- To increase capacity.
- To improve journey times.
- To improve road safety for both road users and the local community.
- To support regeneration in Tyne & Wear and Northumberland.
- To seek to reduce severance by maintaining or improving facilities for pedestrians & cyclists crossing and travelling along the route.

WI 110 Scope of works

In addition to the Works described in WI 100 the Contractor shall provide the following works:

- Realignment of the A19 under the existing A19 roundabout.
- Realignment and widening of slip roads to allow the A19/A1058 Coast Road junction to retain its ability to cater for all traffic movements.
- Site clearance.
- New fencing.
- Central reserve concrete barrier and road restraint systems in the verge.
- New surface water drainage system up to 9m deep including spillage containment and pollution control facilities.
- New service ducts for road lighting, traffic signals and communication systems.
- New earthworks.
- New kerbing and paved areas.
- New roadmarkings and road studs
- New traffic signs
- New traffic signals incorporating MOVA control
- New road lighting
- New CCTV system
- New structures
- Alterations to existing structures.
- Landscaping and planting,
- Environmental monitoring.

The Contract is to be divided in to two phases as follows:

- Phase 1 – Buildability Advice to Design Team
- Phase 2 – New Retaining Wall Structure and Utilities Diversions to existing Travelodge site.
- Phase 2 – Main Junction Improvement Works

The General arrangement, Site location and Working Areas drawings are listed in Appendix 0/4 of Volumes 3B and 3C of the Works Information.

WI 200 General constraints on how the Contractor Provides the Works

WI 205 General constraints

Project risks

The *Employer* has carried out a risk assessment of the project and set out this analysis in a list of risks. A copy of this list is included in Contract Data Part One.

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

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

The *Contractor* 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 *Employer*.

In addition to reviewing risks during risk reduction meetings the *Contractor* undertakes quarterly programme risk reviews in conjunction with the *Project Manager*.

The *Contractor* uses Employer Project Control Framework (PCF) products for risk management.

Environmental requirements

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

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

Goods purchased by the *Contractor* on behalf of the *Employer* (or which will become the property of the *Employer*) comply with the relevant minimum environmental standards specified in the **Government Buying Standards**.

Site Waste Management Plan

In order to reduce the need for waste disposal, the *Contractor* minimises the generation and environmental impacts of wastes arising during the Works and maximises opportunities for the re-use and recovery of wastes. The *Contractor* produces and maintains a site waste management plan.

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

The *Contractor* complies with Interim Advice Note (183/14), including the provision for CEMP and HEMP reports, and also with the Code of Construction Practice (CoCP).

Site Access

Road access to the Site shall be gained solely via those roads that are referenced and permitted in Appendix 1/19 of the Specification.

Access to the Site from public roads shall be subject to the written approval of the relevant persons including the relevant roads authority.

Access to private land from the public road shall be subject to the written approval of the relevant roads authority.

The *Contractor* shall execute appropriate signs to identify designated accesses and restricted routes in accordance with Chapter 8 of the Traffic Signs Manual and Appendix 1/19 of the Specification.

Noise / Vibration

The *Contractor's* attention is drawn to Appendix 1/9 of the Specification concerning limitations on noise and vibration.

Working Hours

The normal working hours shall be Monday to Friday between 07:00 and 19:00 hours, and between 07:00 and 13:00 on Saturday with no working on Sunday or public holidays. Exceptionally, the Supervisors written consent for work outside these hours may be given after necessary consultation has been undertaken with the Overseeing Organisation and North Tyneside Council. Seven days notice shall be required from the *Contractor* when seeking such consent.

Works other than those associated with traffic management, the pumping out of excavations, security and emergency works shall not be undertaken at night without the written consent of the Project Manager. Night is defined as 20:00 to 06:00 hours and for works undertaken at night the noise and vibration constraints outlined in the t in Appendix 1/9 of the Specification shall apply.

Planning

The *Contractor* shall take cognisance of the following key dates with regards Works on Crown Estate lands in Phase 2 when planning their construction programme:

Start Phase 1 of Retaining Wall	21 st September 2015
Complete Phase 1 of Retaining Wall	30 th October 2015
Commence Gas Main Diversion	2 nd November 2015
Complete Gas Main Diversion	5 th February 2016

Start Phase 2 of Retaining Wall 8th February 2016

Complete Phase 2 of Retaining Wall 18th March 2016

The *Contractor* shall comply with the requirements of Appendix 1/7, 1/9, 1/13 and 1/19 of Volume 3C of the Specification when carrying out the Works to the retaining wall.

Interfaces

The Contractor shall take cognisance of the interfaces required with contractors working for the following statutory bodies who shall require access to the Site at all times:

- Crown Estates;
- Tyne Tunnel Ltd, and;
- North Tyneside Council.
- Statutory Undertakers
- A-One+
- The Emergency Services

Use of the Site

The Site shall be used solely for the execution and completion of the Works including but not limited to remedying of Defects in the Works.

The *Contractor* shall not use areas of land with a temporary right of access, for any purpose other than the execution and completion of the Works including but not limited to the remedying of Defects.

The *Contractor* shall ensure that all areas of land, which have been temporarily occupied, shall be reinstated to the satisfaction of the affected landowner, occupier and the relevant Authorities, Utilities, Service Providers and Private Utility Services and other Companies.

Access for pedestrians, cyclists and other vehicular traffic shall be maintained to all properties along the existing route in accordance with the other provisions of the Contract.

WI 210 Insurance

The *Contractor* is required to have in place the Required Insurances described in the Insurance Table shown in Annex J appropriate for the applicable Lot.

WI 220 Security and identification of people

Basic Security Checks

If requested by the *Employer* the *Contractor* carries out basic security checks on its employees and subcontractor's before they are involved in providing the Works. The checks are carried out in accordance with the *Employer's* procedures.

WI 240 Traffic management

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

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.

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.

Christmas

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.

General Measures

The *Contractor* shall ensure that a minimum of two running lanes of traffic in both directions shall be maintained on the A19 and A1058 Coast Road between 06:00 hours and 20:00 hours Monday to Sunday.

The *Contractor* may reduce the number of, lanes in each or both directions on the A19 and A1058 Coast Road outside of these hours, however this will necessitate the consent of the Overseeing Organisation North Tyneside Council as appropriate and approval of any TTROs required to implement such measures.

Any alternatives to the constraints imposed by the details above will require formal approval from the relevant highway authority.

WI 250 Consideration of Others

The *Contractor*

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

The *Contractor* minimises the impact on any residence / residential areas, roads and the wider highway network resulting from the works including those associated with the provision of his site compound or other areas associated with the Works.

WI 255 Equality and Diversity

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

Inclusion Action Plan

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

Apprenticeships

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

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

WI 260 Project Control Framework

The *Employer* operates a Project Control Framework (PCF) as part of its project management process. The PCF comprises a number of products relating to the life cycle of a project. These PCF products are produced, reviewed or revised at various stages of the project life cycle. The *Contractor* will be involved in production, review and revision of the PCF products as the project life cycle evolves.

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

A table of PCF Products that are required to be produced during each of the PCF stages of the contract period is provided in Annex N. This table indicates the action required for each PCF Product, and which organisations are responsible for delivery or for providing support in their delivery. Further information and guidance on PCF Product definition is available on the Highways England Supply Chain Portal website.

The Contractor shall provide all reports, documents, data and other information necessary to produce PCF Products or to assist the Employer in producing PCF Products.

Agency Project Governance

The Contractor provides supporting information and resources, as required to assist the Employer with the relevant Gateway Review Process for the scheme which are as follows:

- SGAR 5 – Buildability advice
- SGAR 6 as per PCF Products
-

WI 285 Continual Improvement / LEAN

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

WI 290 Category Management

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

The *Contractor* follows the procurement procedures prescribed in Annex G.

The *Contractor* records and reports Collaborative Performance Framework scores for Category Suppliers.

Technology Category Suppliers

The *Contractor* follows the procurement procedures prescribed in Annex H.

WI 295 Scheme Recovery Services

Unless otherwise specified in the Works Information or instructed by the *Project Manager*, the *Contractor* uses the *Employer's* outcome based specification for scheme recovery services. This specification replaces Appendix 1/20 of the Manual of Contract Documents for Highway Works (MCHW).

The *Contractor* follows the procurement procedures prescribed in Annex I for the appointment of any Subcontractor to undertake scheme recovery services.

WI 298 Behavioural Attributes

In Providing the Works the *Contractor* performs in accordance with the *Employer's* behavioural attributes, which are based on industry best practice and aligned with BS11000 - Collaborative Business Relationships, an established industry standard for collaboration. The behavioural attributes are as follows;

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

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

WI 299 Strategic Alignment Review Tool (StART)

In Providing the Works the *Contractor* performs in accordance with the *Employer's* StART principles, which are:

- Leadership: delivering exemplary contracts, and fulfil our strategic agenda. Engage with the Agency for the long term and at all levels, and contribute to and influence the Agency's strategic direction.
- Collaboration: work collaboratively across boundaries, build integrated relationships, are responsive and informed, and actively promote sharing and openness to build trust, manage risk and drive value.
- Supply Chain: develop the understanding, capabilities and working practices of their internal and external supply chains in order to deliver

effective results consistent with the Agency's strategic agenda.

- **Delivering Value:** mobilise all talents and resources to deliver smarter and more efficient ways of working, for example through innovations and lean process improvements.
- **Diversity and Inclusion:** draw on the talents of the widest labour market and to ensure employment policy and practice assures equality of opportunity and treatment.
- **Sustainability:** deliver better products and services which have reduced environmental impacts, have cleaner, more efficient production processes with negligible waste, take due account of people's different needs and of the impact on the health and well-being of local communities.

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

The *Contractor* implements, operates and delivers the StART improvement plan.

WI 300 Contractor's design

WI 305 Design Responsibility

The *Contractor* has responsibility for the design of the temporary works under this contract, as described in appendix 1/11 vol. 3C and 3D

The *Employer* provides the *Contractor* with the preliminary design, which has been prepared by the *Employer's* consultant.

A detailed design will be prepared by the *Employer's* consultant during the pre-construction phase; this will be issued to the *Contractor* before the start of *Works on Site*.

Elements of the proposed works that require design input by the *Contractor* are identified within Numbered Appendix 1/10 of the Specification.

WI 310 Employer's Design Criteria

The *Contractor* shall consider maintenance and operation at every step of the design process.

WI 320 Design submission procedures

The *Contractor* shall submit their design as required by the *Works Information* and the *Specification* for acceptance by the *Project Manager*. The *Contractor* shall provide a design certificate as included in Annex D and shall allow a period of twenty one days for the review of any such design.

The *Contractor* complies with the procedures and processes specified by the *Employer*.

WI 325 Building Information Modelling (BIM)

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

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

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

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

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

The *Contractor* develops the following documents for acceptance by the *Employer* within four weeks of Contract award:

- Pre-Contract BIM Execution Plan (BEP)
- Supply Chain BIM Capability Assessment and BIM Execution Plan
- Post-Contract BEP
- Design Management Plan (BS 7000-4 compliant) and accepted BEP (PAS1192-2 compliant), along with a simple BIM strategy document within 4 weeks of award.

The *Contractor* delivers the following documents within four weeks of Contract award, with the contents set out below included as a minimum:

1. The BEP, which should contain:
 - BIM Project Objectives;
 - BIM Delivery Plan;
 - Names of key parties;
 - Roles, Responsibilities and Authorities;
 - Modelling Procedures;
 - Project Information Model Delivery Strategy;
 - Master Information Delivery Plan (MIDP);

- Task Information Delivery Plan (TIDP);
 - Volume Strategy;
 - Coordinate System;
 - File/Document naming strategy;
 - Model Production Delivery Table; and
 - Master Information Delivery Index.
2. A supporting modelling execution plan which should be used to develop the details of model co-ordination control and ownership.
 3. All design drawings and other deliverables which shall be derived from the Project Information Model. On Completion the *Contractor* shall also submit a complete “as constructed” Composite Graphical Model, and “as built” drawing definitions and reports.

The *Contractor* provides all Information to the *Employer's* Asset Management Office to the pre-defined level of detail and information requirements in order to be included into the relevant database systems.

The *Contractor* records and reports all benefits of BIM to the *Employer*, through the approved *Employer* efficiency process.

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

Employer's Information Requirements (EIR)

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

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

- Native format BIM Models (to a format agreed in the BEP).
- Documents (including drawings) cut and published from the BIM Models and under strict version control.
- Data extracted from the models and other sources, if necessary, in a COBie for all data formats under strict version control.
- The final handover of as built and asset information is included in this requirement.

Project Delivery

The *Contractor* delivers project information collaboratively within a Common Data Environment methodology and standards as defined by BS 1192:2007/PAS 1192:2 [or current standards].

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

Project Information Manager

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

Data Delivery Standards

The *Contractor* delivers data / Information in the following standards:

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

WI 400 Completion

WI 405 Completion definition

The work to be done by the Completion Date for the whole of the *works* is all the work included in this contract.

Traffic management measures which could cause traffic flows to be impeded or restricted are to be removed before Completion for the whole of the Works.

Landscape and Ecology

The *Contractor* shall undertake 5 years of landscape aftercare, which will include but is not limited to the maintenance activity deemed necessary in accordance with the Handover Environmental Management Plan and the relevant Numbered Specification Appendices.

WI 435 Pre-Completion arrangements

The *Contractor* executes a Detailed Local Operating Agreement (DLOA) which clearly defines the roles and responsibilities of the Parties and Others.

The *Contractor* prepares a detailed Commissioning and Handover Plan which addresses the *Employer's* requirements for take over and Completion. This Plan is issued to the *Employer* and to Others as instructed by the *Employer*, for acceptance at the outset of the scheme.

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

The *Contractor* shall note that two certificates shall be required, one for Highways England and one for North Tyneside Council.

WI 445 Documents

The *Contractor* provides the documents for the *Employer* to take over the *Works* at the time required by and in accordance with Highways England current procedures.

These shall include:

- Safety Audits in accordance with this Works Information, including implementation of all recommendations except where otherwise agreed in writing by the Project Manager;
- For each structure, an acceptance inspection in accordance with BD 63 of the DMRB by the Area 14 MAC on behalf of Highways England, including implementation of all recommendations;
- Information for inclusion in the Health and Safety files;
- As Built Drawings;
- Operations and Maintenance Manuals;
- Compliant asset datasets.

The *Contractor* manages developments in technology site data for schemes through regular coordinated and collaborative forums, such as Site Data Advisory Groups (SDAGs).

The *Contractor* delivers to the *Project Manager* on Completion the final 'deliverable' version of any data in a format to be agreed with the *Project Manager*.

The *Contractor* returns the Works Information or any other material relating to the *works* to the *Employer* at the *defects date*.

The PCF products that are to be handed-over to the *Employer* shall be those listed in Annex N.

WI 450 Handover between Contractors

If required, the *Contractor* arranges for the receipt through the *Project Manager* of all information relating to the scheme from the *Contractor* previously appointed for the delivery or procurement of the *works* or otherwise.

If required, the *Contractor* arranges for the transfer through the *Project Manager* of all information relating to the scheme to the *Contractor* subsequently appointed for the delivery or procurement of the *works* or otherwise.

WI 500 Programme

WI 505 Programme Requirements

The *Contractor's* attention is drawn to Appendix 1/13 of the Specification concerning Programme Requirements.

The following clauses shall apply in addition to the requirements in Clauses 31 and 32 in the *Conditions of Contract*.

The programmes produced during the *Works* show all deliverables including approval periods, approvals by others, and any seasonal restrictions.

The programmes and associated documents produced during *Works* also:

- include the project scope;
- use an appropriate work breakdown structure;
- be comprised of manageable stages, completion of which are marked as milestones;
- includes all interfaces with other areas of the project;

- show the critical path;
- include the following relating to activities:
 - all activities have unique IDs;
 - activity names should be described using a verb;
 - activities should either be task dependent of milestones;
 - activities should not be open ended. Each activity should have at least one predecessor and one successor, with the exception being the start and end of the project;
- be fully cost loaded;
- show the number of personnel to be employed on each activity, including a summary of the total number of personnel expected to be working on the project each week including those employed by Subcontractors;
- identify work to be completed by Subcontractors;
- allow the time periods in relation to a submission for technical approval by the *Employer* as defined in the Works Information; and
- include a narrative with key assumptions.

Each submission of the programme includes information, which allows the *Project Manager* to readily identify changes made since the previous submission.

The programme is prepared using Primavera P6 or similar approved. A copy of the programme, in Primavera P6 format, is to be provided to the *Project Manager* (or to the Programme Management Office) upon request.

WI 510 Timing

The *Contractor* shall refer to the key dates in Clause WI 205 of this Works Information.

WI 520 Key Dates

Contract award is anticipated to be in August 2015 and construction to commence in Summer 2016 (subject to successful outcome of DCO application)..

As set out under W110 (Scope of Works), the progression of the contract from one phase to the next shall be dependent upon progress. The anticipated dates for the phases, which are subject to alteration, are currently as follows:

Phase	Anticipated Start	Anticipated End
Buildability phase	September 2015	November 2015
Advanced Works phase	September 2015	March 2016
Construction phase	Spring / Summer 2016	Autumn / Winter 2018

The Key Dates to which the Contractor must comply to are detailed in WI205 planning.

WI 600 Quality Assurance

WI 620 Standards and Specifications

Except where otherwise directed; all materials, workmanship, designs and assessments are to comply with the Highways England standards and procedures current at the Contract Date or, for *Contractor* designed elements, the time the relevant design certificate is signed.

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

WI 630 Quality Plan

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

WI 700 Tests and inspection

WI 705 Tests to be completed

The *Contractor* has responsibility for all on-Site and off-Site testing. The *Contractor* agrees a schedule of testing in advance with the *Project Manager*. The *Contractor* also undertakes any additional testing required by the *Project Manager*.

The *Contractor* prepares all testing requirements for the works in the form of an updated Appendix 1/5 as included in Volume 3C and 3D of the Works Information which includes all required on-Site and off-Site testing, indicating clearly where testing is to be carried out off-Site. All tests are performed in a laboratory accredited by UKAS, or its European equivalent, and the *Contractor* complies in all respects with UKAS standards, publications and guidance notes. The *Contractor's* testing proposals are included in the Construction Quality Plan which forms part of the *Contractor's* Proposals.

WI 725 Performance measurement

The *Employer* agrees performance indicators with the *Contractor*, in order to actively measure the *Contractor's* performance. Indicators will be developed from the Collaborative Performance Framework toolkit and aligned with StART.

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

Performance Review

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

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

Staff Performance

The *Contractor* promotes individual improvement of its staff (which may include employees of the *Contractor* any Subcontractor or any supplier of the *Contractor*), through mentoring, coaching and training.

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

WI 800 Management of the works

The specifics of the management of the Works shall be agreed during the Pre-construction phase, though the *Contractor* shall be responsible for the management of his Works, including all coordination, supervision, administration, interfaces between and coordination of Sub-contractors, and programme.

The *Contractor* shall be responsible for providing appropriate project controls; including schedule management, cost planning and cost management, project secretariat and reporting, strategic risk management, internal communications, benefits management, and change control.

The Highways England Management Team shall provide scheme-wide management, and shall not interfere with the *Contractor's* responsibility for delivering and managing the Works.

The *Contractor* actively manages the Works and the integration of the Works with activities of the *Employer* and Others involved in the delivery of schemes and programmes of Work under CDF.

The *Contractor* prepares all management plans required under the *Contract* within four weeks of the Contract Date.

All management plans are updated at a frequency required to ensure the quality and effective integration of the works being delivered.

WI 805 Commissioning Report

The *Contractor* submits a commissioning report within four weeks of the *starting date* to the *Employer* for acceptance. The commissioning report contains:

- a description of the *Contractor's* proposed method for Providing the Works;
- the *Contractor's* programme; and
- recommendations for changes or additions to the Works Information;
- proposals for any subcontractors;

The *Contractor* does not commence any further work until the *Employer* has accepted the commissioning report.

WI 810 Communications

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

Provision of cost information

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

Earned Value Reporting

The Contractor provides a verified monthly electronic Commercial Reporting and Monitoring System (CRaMS) form (on the current version or any replacement) to the Project Manager and Commercial Intelligence team on the last working day of the reporting period.

The outline requirements for Cost Capture as required by the Cost Intelligence (CI) Team are detailed below

Data to be supplied after signing of Negotiated Target Cost (NTC) includes

- 1) A bill of quantities structured and coded to the latest Work Breakdown Structure with a six column split (staff, labour, plant and materials, equipment, subcontract and other)
- 2) Resource rate build ups and schedules
- 3) Subcontractor comparison sheets
- 4) Full set of successful subcontractors quotations
- 5) A summary of all successful subcontractors quotations on a template provide by the CI Team
- 6) Clause 31 programme
- 7) Full set of NTC drawings
- 8) Completion of scheme characteristics template provided by the CI Team
- 9) Contractors stage 5 risk register
- 10) Gantry Schedule where appropriate

Data to be supplied after contract award includes

- 1) Initial order values for the order placed with the successful subcontractors, summarised against the original quotation (item 5 above) on the template provided
- 2) Final outturn costs and the value of any change events summarised by subcontractor against the original subcontract order

The Cost Intelligence Team should be contacted to discuss the requirements.

Invoicing

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

The *Contractor* provides any additional information to the *Project Manager* that is requested for the purpose of checking the invoice for correctness.

The *Contractor* notifies the *Employer* 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.

For the purpose of checking the invoice for correctness

The Contractor is to provide the following with his monthly application for payment.

Clear and concise cost build up separated into the following sections

- Build-ability
- Early retaining wall
- Main works

Under each section the costs are to be subdivided under the following sections

- Contractor's Staff
- Contractor's equipment
- Contractor's materials
- Sub-contractors costs
- Charges
- Expenses
- Accruals

For all costs submitted within the application an mechanism in order to substantiate that payment has been made or will be made in the assessment period is require.

All costs submitted within the application are to be referenced to Highway England's work breakdown structure and are to show the date incurred.

Changes to previously submitted values are only to occur in the data for the current application. Previously submitted values are not to be amended.

With his application for payment, the Contractor is to provide a completed CRaMS submission; any deviation from the forecasted values within the CRaMS is to be explained in an accompanying narrative.

Project Bank Account

There shall be a Project Bank Account, as described in Option Y (UK) 1 as modified by clause Z23.

Data Collection System

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

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

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

Provision of electronic documents and data

If information is to be exchanged electronically, the *Contractor* complies with the Highways England procedures for safeguarding the connection and the format of transmitted data.

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

WI 814 Information Systems

The *Contractor* complies with the *Employer's* information systems requirements, as set out in Annex M.

WI 815 Information security

The *Contractor* collects the following personal data on behalf of the *Employer*:

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

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

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

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

- ensure compliance with the Data Protection Acts;
- protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data;
- ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data;
- protect IT systems from viruses and similar threats;

- provide for disaster recovery, and in particular ensure that the Personal Data is safely backed-up; and
- provide for the vetting of its employees and Subcontractors' staff in accordance with the *Employer's* staff vetting procedures.

The *Contractor* provides training for its employees and Subcontractors in accordance with the security plan.

The *Contractor* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to provide the Works. The *Contractor* implements measures to prevent the disclosure of such information by his employees or Subcontractors.

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

Data Handling Requirements

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

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

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

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

WI 820 Meetings

Progress Meetings

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

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

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

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

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

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

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

Project Board

The Project Board meets bi-monthly at a location agreed between the *Contractor* and the *Project Manager*. The following attendees from the *Contractor* are required at these meetings unless agreed otherwise with the *Project Manager*.

- Contractor's Project Director;
- Contractor's Site Manager; and
- Contractor's Designer Project Director.

The Contractor prepares the Project Board progress report, agenda and minutes as per the requirements of the monthly progress meeting.

Other Meetings with the Project Manager

Other meetings with the Project Manager shall be held as requested from time to time by the Project Manager.

Environmental Coordination Meetings

The meetings are convened by the *Contractor* and held on a quarterly basis during the construction period and on an annual basis during the period from Completion to the issue of the Defects Certificate relating to planting, unless the *Contractor* agrees otherwise with the *Project Manager*.

Consultations with Third Parties

The *Contractor* holds liaison meetings with Local Authority officers, local councillors, statutory and other authorities and third party interest groups including the Crown Estate. These meetings address issues relating to the authorities' interests. The *Contractor* arranges meetings as required and holds them quarterly as a minimum, unless he agrees otherwise with the *Project Manager*.

Public Relations and Liaisons

The *Contractor* provides regular updates to the general public on the progress of the Works and changes to traffic management layouts. Methods of communication include the Highways England's project web-page, the distribution of leaflets to local businesses and other means as agreed with the *Project Manager*. The *Contractor* obtains the *Employer's* prior approval for all information to be published.

The *Contractor* prepares all material for external distribution in accordance with the Highways England Visual Identity Specifications v1.0 which is contained in the Site Information.

Risk Reduction Meetings

Risk reduction meetings shall be held monthly to discuss methods to reduce the risk profile of the project. The process outlined in the Risk Management Plan will be followed, which requires the analysis of the exposure of the risk (in terms of cost, time, quality and reputation) against the potential cost and time taken to implement to risk reduction method. Any decision that results in change must be reported via the change control process. Any decisions made must be recorded in the risk register.

Design Team Meetings and Workshops

The *Contractor* holds liaison meetings with the Design Team and attends Design Workshops. These meetings address issues relating to the completion of the detailed design. The *Designer* arranges meetings as required and holds them quarterly as a minimum, unless agreed otherwise with the *Project Manager*.

Quality Meetings

The meetings are convened by the *Contractor* and held on a quarterly basis during the construction period and on an annual basis during the period from Completion to the issue of the Defects Certificate relating to planting, unless the *Contractor* agrees otherwise with the *Project Manager*.

Traffic Liaison Meetings

Regular traffic liaison meetings are required at monthly intervals and at other times to discuss major changes to traffic management. These are convened by the *Contractor* and attended by representatives of the *Contractor*, *Project Manager*, Agent Authorities, the Police and other emergency services.

Pre-construction Information Exhibition

The *Contractor* holds a Pre-Construction Information Exhibition a minimum of one month before the start of works. The exhibition is held at a local venue, as a minimum on a consecutive Friday and Saturday and avoiding school holidays.

WI 821 Reporting

The reports that are required by the *Employer* shall be agreed during the Pre-construction Phase and shall include but not be limited to the following:

- Collaborative Performance Framework report (Quarterly);
- Monthly Project dashboard;
- Monthly CRaMS; and
- Monthly progress report.

WI 825 Personnel

The *Contractor* complies with the Employer's Personnel security Procedures set out in Annex B.

The personnel identified in Annex L are required to be appointed under this contract, in addition to those key people identified in Contract Data Part Two.

WI 835 Public communications

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

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

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

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

The *Contractor*:

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

Branding, Marketing, and Publicity

The *Contractor* complies with the Highways England visual identity specifications as follows:

- Highways England Visual Identity Guidelines v1.0 March 2015;
- Highways England Tone of Voice and Style Guide v1.0 March 2015

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

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

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

The *Contractor* agrees the extent of communication and publicity with the *Employer*, through the development of agreed programme / scheme communication plans.

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

WI 900 Working with the Employer and Others

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

The *Contractor* cooperates with the following organisations:

- The *Employer's Design Consultant* and *Supervisor* (for carrying out their duties only);
- Other parties as identified and agreed during the pre-construction phase.
-

WI 905 Sharing the Working Areas with the Employer and Others

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

- The *Employer's Design Consultant* and *Supervisor* (for carrying out their duties only);
- Crown Estate contractors;
- Tyne Tunnel Ltd contractors
- A-One+
- North Tyneside Council
- The Emergency Services
- Northern Gas Networks;
- BT Openreach;
- Northern Powergrid;
- Northumbrian Water; and
- Other parties as identified and agreed during the Pre-construction phase.

WI 915 Coordination

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

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

- Crown Estate;
- Tyne Tunnel Ltd
- Northern Gas Networks;
- BT Openreach;
- Northern Powergrid;
- Northumbrian Water; and
- North Tyneside Council.

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

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

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

The *Contractor* programmes any PCF product review requests at least six weeks in advance, and ensures that all programmed dates are met.

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

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

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

WI 1000 Services and other things to be provided

WI 1005 Office Accommodation

During the advanced *Works* phase of the Contract it is envisaged that representatives from the *Contractor*, *Employer* and *Consultant* will share office accommodation. Office layout and location shall be confirmed and agreed during the pre-construction phase. The *Contractor* shall allow for providing suitable accommodation for their staff on site and shall be required to provide additional space for the following staff:

- The *Employer's* staff, including the *Project Manager's* team (1 person); and
- The *Supervisor* (1 person).

During the construction of the *Works* the *Contractor* will be required to share his office accommodation with the staff of the *Employer*, the *Consultant*, the *Project Manager*, the *Supervisor* and others including their teams. The accommodation shall be of the same standard provided for the *Contractor's* own staff, and is generally open plan and co-located, the *Contractor* is to provide accommodation for the following staff:

- The *Employer's* staff, including the *Project Manager's* team (3 persons);
- The *Employer's* design staff (7 persons); and
- The *Supervisor* (12 persons).

WI 1010 Vehicles

The *Contractor* will be required, during the construction phase, to provide access to vehicles to allow the *Project Manager*, the *Supervisor* and their staff to access all parts of the site.

WI 1015 Personal Protective Equipment

The *Contractor* shall provide Personal Protective Equipment to all persons who have a need for it in connection with this contract.

WI 1100 Health and safety

WI 1105 Health & Safety Requirements

The Health and Safety requirements for the construction phase shall be developed during the pre-construction phase. This shall include site safety regulations, near miss reporting, site induction procedures, and so on.

Before commencing the construction phase of the *Works*, the *Contractor* confirms to the *Project Manager* that adequate welfare facilities are in place.

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

The *Contractor* reports to the *Project Manager* within twenty four hours, details of any serious incidents involving any person injured or killed in connection with the works on the Site. The *Contractor* reports such incidents through the Highways England accident and incident reporting system (AIRSWeb).

The *Contractor* issues the information in the Health and Safety file to the *Project Manager* at Completion of construction work.

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

Employer's Health and Safety Requirements

The *Contractor* embraces and contributes to the Highways England Aiming for Zero initiative.

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

The *Contractor* complies with the minimum requirements specified in the Highways England 'raising the bar' guidance.

W I 1115 Legal requirements

The Employer appoints the Contractor to act as Principal Contractor and CDM coordinator for the purposes of the Construction (Design and Management) Regulations 2007. The Contractor provides information to the Project Manager to demonstrate that individuals proposed for appointment to carry out the duties of the CDM coordinator meet the criteria in the Health and Safety Executive's Approved Code of Practice (L114), "Managing Health and Safety in Construction".

W I 1200 Subcontracting

W I 1205 Restrictions of requirements for subcontracting

The *Contractor* obtains a minimum of three competitive quotations for the appointment of any Subcontractor or supplier for works / services with a value in excess of £50,000.00.

The *Contractor* provides full visibility to the *Employer* of the procurement process for the selection of any Subcontractor or supplier.

The *Contractor* may not subcontract the whole of the works.

The following constraints shall be placed on parts of the works that may be subcontracted:

Structural Steelwork

All structural steelwork including but not limited to the fabrication and erection of new steelwork and the dismantling, modification, fabrication, refurbishment and re-erection of existing steelwork for bridgeworks, footbridges, sign gantries and other similar structures is to be undertaken by a steelwork Contractor listed in the Bridgeworks Scheme of the Register of Qualified Steelwork Contractors for the type and value of the work to be undertaken, or equivalent. This requirement may also be satisfied, if necessary, by registration and audit under an approved equivalent registration scheme from another member state of the European Union provided that the scheme ensures corresponding levels of safety, suitability and fitness for purpose.

Enquiries about the Register of Qualified Steelwork Contractors should be made to:

The Register of Qualified Steelwork Contractors

4 Whitehall Court

London

SW1A 2ES

WI 1300 Title

WI 1305 Marking

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

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

WI 1400 Acceptance or procurement procedure (Options C, D, E and F)

The acceptance and / or procurement procedures are as specified within the conditions of contract, the CDF Framework and the Works Information.

WI 1600 Parent Company Guarantee

The form of Parent Company Guarantee is set out in Annex A.

WI 2000 Employer's work specifications and drawings

WI 2005 Employer's work specification

The work specification is contained in the Specification detailed below.

Specification

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

- (i) Appendix 0/1: Contract-specific Additional, Substitute and Cancelled Clauses, Tables and Figures;
- (ii) Appendix 0/2: Contract-specific minor alterations to existing Clauses, Tables and Figures;
- (iii) The Numbered Appendices listed in Appendix 0/3.

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

Any reference in the Contract to a Clause number or Appendix shall be deemed to refer to the corresponding Substitute Clause number or Appendix listed in Appendix 0/1 or 0/2.

Where a Clause is altered any original Table/Figure referred to in the Clause shall apply unless the Table/ Figure is also altered. Where a Table/Figure is altered any reference in a Clause to the original Table/Figure shall apply to the altered Table/Figure.

Where a Clause in the Specification relates to 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.

WI 2010 Drawings

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

WI 2015 Format of Documents, Designs and Drawings

Unless specified otherwise, where the *Contractor* submits programmes, documents, designs and drawings to the *Project Manager* the documents shall be provided as:

- Two paper copies to be delivered to the *Project Manager* at addresses he instructs, or if no address is instructed the *Project Manager's* address in the Contract Data.
- Access to an electronic copy consisting of:
 - the documents in Portable Document Format (.pdf);
 - the documents in native format. Unless otherwise instructed the native format shall be compatible with:
 - Microsoft Office 2010;
 - Primavera P6;
 - AutoCAD 2013;
 - Other formats as agreed with the *Project Manager*. If the *Project Manager* is unable to access such other formats the *Contractor* provides the *Project Manager* with copies of the required software on request.

Programmes shall be provided in Primavera P6 format or other approved and, if requested by the *Project Manager*, exported to Microsoft Project 2010 format.

The *Contractor* retains copies of all documentation produced under this contract for a period of not less than twelve years following the issue of the final Defects Certificate. Access to the documents, including the provision of electronic copies of the documents, shall be available to the *Employer* during this period.

Annex A Form of Parent Company Guarantee

DATED [●]

HIGHWAYS ENGLAND
as Employer

[●]
as Guarantor

PARENT COMPANY GUARANTEE

relating to a project at
[●]

DATED [●]

PARTIES

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

BACKGROUND

By the Contract, the Employer has employed the Contractor to carry out and complete the Works.

The Guarantor is the ultimate parent company of the Contractor.

The Guarantor has agreed to guarantee the due performance by the Contractor of his obligations under the Contract in the manner set out in this deed.

OPERATIVE PROVISIONS

1 Definitions and interpretation

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

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

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

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

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

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

- 1.2 The clause headings in this deed are for the convenience of the parties only and do not affect its interpretation.
- 1.3 Words importing the singular meaning shall include, where the context so admits, the plural meaning and vice versa.

- 1.4 Words denoting the masculine gender shall include the feminine and neuter genders and words denoting natural persons shall include corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.5 Where the context so admits, references in this deed to a clause are to a clause of this deed.
- 1.6 References in this deed to any statute or statutory instrument shall include and refer to any statutory amendment or re-enactment thereof from time to time and for the time being in force.

2 Guarantee

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

3 Guarantor's liability

- 3.1 The obligations of the Guarantor under this deed shall be in addition to and shall be independent of any other security which the Employer may at any time hold in respect of the Contractor's obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.
- 3.2 The obligations of the Guarantor under this deed shall be in addition to and shall not be in substitution for any rights or remedies that the Employer may have against the Contractor under the Contract or at law.

- 3.3 The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:
- a) an Insolvency Event;
 - b) any change in the constitution, status, function, control or ownership of the Contractor or any legal limitation, disability or incapacity relating to the Contractor or any other person;
 - c) the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - d) any time given, waiver, forbearance, compromise or other indulgence shown by the Employer to the Contractor;
 - e) the assertion or failure to assert or delay in asserting any rights or remedies of the Employer or the pursuit of any right or remedy of the Employer;
 - f) the giving by the Contractor of any security or the release, modification or exchange of any such security or the liability of any person; or
 - g) any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor,

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

4 Variations to the Contract

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

5 Liquidation of Contractor/termination of contract

The Guarantor covenants with the Employer that:

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

6 Waiver

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

7 Rights of Guarantor against Contractor

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

8 Continuing guarantee

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

9 Third party rights

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

10 Notices

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

11 Governing law

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

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

EXECUTION PAGE

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

Director

Director/Secretary

OR

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

Director

Name of witness:
Signature of witness:
Address:

Occupation:

Annex B Employer's Personnel Security Procedures

1. Mandatory Obligations

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

2. Security Checks – Minimum Requirement

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

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

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

3. Security Checks – Additional Vetting Requirement

- 3.1 Where Staff require unrestricted access to Highway England's IT control centres, technology systems the *Project Manager* notifies the *Contractor* of the appropriate level of National Security Vetting (NSV) to be carried out.
- 3.2 Procedural and other details for ensuring compliance with NSV are set down

PART ONE – BPSS Compliance

4. Procedures

- 4.1 The *Contractor* undertakes security checks to ensure the confidentiality, integrity and availability of the *Employer's* asset.
- 4.2 The recruitment controls of the BPSS are required to have been carried out for all Staff to whom paragraph 4.2.1 applies prior to their employment on this contract. The recruitment control process is completed satisfactorily before an individual is issued with a security pass giving unrestricted access to the *Employer's* premises, potentially has access to the *Employer's* sensitive, possibly protectively-marked, information or is given access to the *Employer's* IT network.
- 4.3 The *Contractor* takes all necessary measures to confirm that any previous security checking carried out on existing Staff meets the requirements of the BPSS, either in full or by exception using the risk management assessment process guidance contained in the Security Policy Framework.
- 4.4 The *Contractor* should note that, for existing Staff with more than 3 years continuous employment and who have not had any access passes or permits revoked in that time, the requirements for references in the BPSS security check can be deemed to be discharged by a letter from a Director or Head of Personnel of the *Contractor* certifying the same.
- 4.5 The *Contractor* rectifies any unacceptable gaps identified between the BPSS and existing security checking in accordance with the requirements of the BPSS.
- 4.6 Any new Staff to whom paragraph 4.2.1 applies are assessed strictly in accordance with the requirements of the BPSS.
- 4.7 The *Contractor* keeps full and auditable records of all security checks carried out on Staff and makes such records available to the *Employer* or its appointed representatives for audit purposes at all reasonable times.
- 4.8 If:
- the *Employer* discovers any non-compliance with the requirements of the BPSS from the audit process;
 - the *Contractor* fails to keep full records of security checks carried out on Staff; or
 - the *Contractor* fails to make such records available on reasonable request;
- the *Project Manager* may
- invoke individual withdrawal of permits or passes to Staff;
 - invoke systematic withdrawal of permits or passes to Staff; or
 - require that an independent audit of the *Contractor's* BPSS security check procedure is undertaken at the expense of the *Contractor*.
- The *Contractor* takes the appropriate action to immediately address any non-compliance with the BPSS notified to it by the *Project Manager*.
- 4.9 It should be noted that the BPSS does not constitute a formal security clearance. It is designed to provide a level of assurance as to the trustworthiness, integrity and reliability of the individual involved.

5. Security check process for BPSS

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

5.2 The BPSS comprises verification of four main elements

- identity;
- nationality and immigration status (including an entitlement to undertake the work in question);
- employment history (past 3 years); and
- criminal record (unspent convictions only).

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

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

5.4 Information collected at each stage of the process is reviewed, assessed and recorded on the following BPSS Verification Record (Annex B of the BPSS).

- Verification Record
- Nationality and Immigration Status Form
- UKBA Immigration Employment Enquiry Form
- Employment History Report Form
- HMRC Record Check Form
- Criminal Record Declaration

6. Verification of Identity – Outline Requirements

6.1 Identity may be verified by physically checking a range of appropriate documentation (e.g. passport or other photo ID together with utility bills, bank statements etc.) or by means of a commercially available ID verification service.

6.2 Only original documents should be used for identification purposes, copies are not appropriate. Electronic signatures should be verified by cross checking to a specimen signature provided by the individual.

6.3 There is no definitive list of identifying documents. The *Contractor* should note that not all documents listed in the BPSS are of equal value. The objective is a document that is issued by a trustworthy and reliable source, is difficult to forge, has been dated and is current, contains the owner's name, photograph and signature and itself requires some evidence of identity before being issued (e.g. passport or ID card).

6.4 National Insurance numbers (NINOs) can be obtained fraudulently and cannot be relied on as a sole means of establishing identity or right to work. Temporary numbers beginning with TN or ending in a letter from E to Z inclusive are not acceptable.

- 6.5 Where verification of identity is not straightforward but a decision is nevertheless taken to employ an individual, the *Contractor* notifies the *Project Manager* and records the matter on the Risk Register.
- 7. Nationality and Immigration Status (including an entitlement to undertake the work in question) – Outline Requirements**
- 7.1 Nationality and Immigration Status may be verified by physically checking appropriate documentation or, in exceptional circumstances only, by means of an independent check of UK Border Agency (UKBA) records.
- 7.2 The *Contractor* takes the necessary steps to ensure that an individual has the right to remain in the United Kingdom and undertake the work in question.
- 7.3 Checks need to be applied evenly and the *Contractor* needs to be aware of his obligations under the Race Relations Act 1976.
- 8. Employment history (past 3 years) – Outline Requirements**
- 8.1 Employment history may be verified by checking with previous employers, by following up references or by means of a commercially available CV checking service or, in exceptional circumstances only, by means of an independent check of HMRC records.
- 8.2 To ensure that prospective employees are not concealing associations or gaps, the *Contractor* as a minimum verifies the individual's recent (past 3 years) employment or academic history.
- 8.3 Where there are unresolved gaps or doubts remain about an individual's employment history, an independent check of HMRC records may be made.
- 8.4 Every effort should be made to check that the individual has held the previous employment history claimed. Any gaps in the past 3 years employment history should be investigated.
- 9. Criminal record (unspent convictions only) – Outline Requirements**
- 9.1 The *Contractor* should note that the requirement to verify "unspent" convictions does not apply when the BPSS is being carried out as part of the groundwork for NSV, where a full check of criminal records ("spent" and "unspent") will be made as part of that process.
- 9.2 Under the terms of the Rehabilitation of Offenders Act 1974, it is reasonable for employers to ask individuals for details of any "unspent" criminal convictions. The Act states that if an offender remains free of further convictions for a specified period (the "rehabilitation period"), the conviction becomes spent. Where rehabilitation has taken place, the individual must be treated as if the offence had never been committed.
- 9.3 The *Contractor's* attention is drawn to the Basic Disclosure Certificate check option available from Disclosure Scotland.
- 9.4 Where "unspent" convictions have been disclosed, the *Contractor* carries out a risk assessment, which may include the need for legal advice, before proceeding.

10. Approval for employment

- 10.1 General guidance and requirements post BPSS verification are contained in Part IV – Post Verification Process of the BPSS. An outline description of the core requirements is included below but does not relieve the *Contractor* from his obligation to comply with all the requirements of the BPSS.
- 10.2 Subject to paragraph 4.10.3 and unless advised to the contrary by the *Project Manager*, all Staff for whom a completed BPSS Verification Record has been submitted may be treated by the *Contractor* as suitable to undertake the duties referred to in paragraph 4.2.1.
- 10.3 The *Contractor* should note that the *Employer* will ordinarily require a period of 3 working days from receipt of a fully completed BPSS security check for its internal approvals process and prior to the subsequent issue of access permits and passes. The *Project Manager* may exclude from the Area Network any individual for whom a BPSS Verification Record is not supplied, is incomplete or is otherwise unsatisfactory.
- 10.4 BPSS Verification Records with a sealed Criminal Record Declaration will be assessed separately on a case by case basis by the *Project Manager*. The *Project Manager* advises the *Contractor* if the individual has been approved as suitable to undertake all or any of the duties referred to in paragraph 4.2.1.

11. Incomplete or unsatisfactory BPSS Verification Records

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

12. Renewal of the BPSS

- 12.1 Under most circumstances, renewal of the BPSS is not required.
- 12.2 The *Contractor* rechecks the immigration status of migrant Staff before their current right to remain expires or within 12 months of the previous check, whichever is the sooner. These checks are repeated until the employee is able to demonstrate an indefinite right to remain in the United Kingdom or until the employment comes to an end.
- 12.3 The *Project Manager* instructs the *Contractor* to carry out additional security checks on any Staff required to operate in or on a List X site. An instruction to carry out additional security checks is a change to the Service Information.
- 12.4 If an employee, who has previously been subject of a BPSS security check, leaves the employment of the *Contractor* and is subsequently re-employed by the *Contractor* within twelve months, the original security check authorisation may be reinstated. The *Employer* may require additional evidence before reinstating the original security check authorisation. In all other cases of re-employment, the full BPSS security check must be carried out.

13. Ongoing personnel security management (“aftercare”)

- 13.1 The *Contractor* monitors, manages and supports the required behaviours of Staff who are approved for work on this contract and reports to the *Project Manager* immediately if the continuing suitability of an employee is in doubt.

- 13.2 Where the *Contractor* reports a case of doubt or the *Project Manager* considers that the actions of any of the Staff do not conform to the required behaviours, the *Project Manager* may instruct the *Contractor* to review the performance of the individual concerned. The *Contractor* takes appropriate action in consequence of the review, which may include:
- performance improvement,
 - temporary suspension of permits and passes; or
 - removal of the individual in accordance with core clause 24.3.

14. Retention of documentation

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

PART TWO – National security Vetting (NSV)

15. Procedures

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

PART THREE – CABINET OFFICE EFFICIENCY AND REFORM GROUP REQUIREMENTS

16. Site Admittance

- 16.1 The *Contractor* submits to the *Project Manager* details of people who are to be employed by him and his Subcontractors with the *works*. The details include a list of names and addresses, the capacities in which employed, and other information required by the *Project Manager*.
- 16.2 The *Project Manager* may instruct the *Contractor* to take measures to prevent unauthorised persons being admitted on to the Site. The instruction is a compensation event if the measures are additional to those required by the Works Information.

- 16.3 Employees of the *Contractor* and his Subcontractors are to carry an *Employer's* pass whilst they are on the parts of the Site stated in the Contract Data.
- 16.4 The *Contractor* submits to the *Project Manager* for acceptance a list of the names of the people for whom passes are required. The *Project Manager* issues the passes to the *Contractor*. Each pass is returned to the *Project Manager* when the employee no longer requires access to that part of the Site or after the *Project Manager* has given notice that the employee is not to be admitted to the Site.
- 16.5 The *Contractor* does not take photographs of the Site or the *works* or any part of them unless he has obtained the acceptance of the *Project Manager*.
- 16.6 The *Contractor* takes the measures needed to prevent his and his Subcontractors' people taking, publishing or otherwise circulating such photographs.

Annex C Taking over certificate

Scheme: _____

Part of the works: _____

[Describe the part or state "the whole of the works"]

Contractor's Statement

We certify that:

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

Signed: _____

Contractor's Director

Name: _____

Date: _____

Operating Authority's Acceptance

I accept that this part of the *works* is ready for use by the Highways England / North Tyneside Council

Signed: _____

for Operating Authority

Name: _____

Date: _____

Project Manager's Certificate

The date upon which the *Employer* took over the part of the *Works* described above is

Signed: _____

Project Manager

Name: _____

Date: _____

Annex D Design Certificates

DESIGN CHECK CERTIFICATE

Certificate Seq. No: _____

1. We certify that we have used reasonable professional skill and care:-

(a) in the checking of design particulars comprising

(description of the Works)

so as to satisfy the terms of the Contract including the following standards:

(b) in translating the design particulars into drawings, the unique numbers of these drawings being:-

Signed: _____

Contractors Engineer / Design Organisation (Partner or Director)

Name: _____ Date: _____

2. This Certificate is:

(a) Accepted*

(b) Accepted with comments as follows:*

(c) Returned unaccepted with comments as follows:*

*delete as appropriate

Signed: _____

Project Manager

Name: _____ Date _____

Annex E Continual improvement

The *Contractor* is required to achieve the following requirements:

Purpose and Scope

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

Continual improvement comprises four parts:

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

1. Outcome Requirements

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

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

2. Strategic Objectives

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

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

3. The Method (tools and techniques)

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

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

Lean is a method of delivering the above outcome requirements and strategic objectives, and is a way of doing more with less. It produces what a customer wants, when it is required, with a minimum of waste, and to a high level quality. Lean works through a relentless elimination of waste and reduction of variation.

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

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

The *Contractor* shall:

DEPLOY A LEAN STRATEGY

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

ENSURE LEAN LEADERSHIP

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

DELIVER CUSTOMER VALUE

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

ADOPT LEAN STRUCTURE AND BEHAVIOUR

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

ENSURE PROCESS FLOW

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

CREATE STANDARD WORK PRACTICES

- Standardise Processes across sites and departments
- Standardise tools and systems used throughout the *Contractor's* organisation

ENSURE PROCESS CONTROL AND QUALITY

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

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

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

DEPLOY EFFECTIVE EQUIPMENT MAINTENANCE

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

MAINTAIN EFFECTIVE SUPPORTING INFRASTRUCTURE

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

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

4. Performance Measurement

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

The *Contractor* shall:

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

The *Contractor* shall adjust its delivery of continual improvement process based on lessons learned from the measurement of its performance. The Contractor measures their adoption of a continual improvement culture using the Employer's Lean Maturity Assessment Toolkit at organisational and Project Level.

Annex F Inclusion Action Plan

Guidance for Suppliers

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

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

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

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

Suggested Action Plan Structure

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

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

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

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

Inclusion Action Plan

	Inclusion objective	Current position/baseline	Action/ task	When	Person responsible	Measure of success (MoS) and progress update	Score
4.0	Service Delivery Section - General						
4.1	Take reasonable steps to deliver products and services that our customers can access and that take account of their diverse needs						
5.0	Service Delivery Section - Communities						
5.1	Seek ways to support the creation of workplace training places giving consideration to using these opportunities to encourage under the represented.						
5.2	Where the delivery of a scheme may be perceived to have an impact on local communities we will seek to minimise and mitigate any negative impact.						
5.3	Ensure that communications activities to all stakeholders are appropriate to address Equality and Diversity, and Skills/Apprenticeship issues						

Annex G Procurement through Category Purchase Agreements (excluding technology Category Suppliers)

Category Purchase Agreements and the list of categories are available at:
<http://webarchive.nationalarchives.gov.uk/20120801131740/http://www.highways.gov.uk/business/34633.aspx>.

Prior to entering into any subcontract for the for the bulk purchase of materials, works or services (excluding traffic management technology), the *Contractor*:

- undertakes market testing of scheme requirements against Category Purchase Agreements; or
- for categories where no Category Purchase Agreement is in place; obtains scheme specific quality and methodology submissions from potential suppliers (in addition to complying with the requirements identified at WI 1205).

The *Contractor* provides this information to the *Employer* within four weeks of the *Start* date.

When instructed by the *Employer* to enter into a contract with a Category Supplier, the *Contractor* manages the procurement process and any secondary competition in accordance with the Framework Information for the Category Purchase Agreement.

The *Contractor* provides full visibility to the *Employer* of the procurement process for the selection of any Category Supplier.

CATEGORY MANAGEMENT PRINCIPLES

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

1. All relevant scheme elements are tested by the *Contractor* against the *Employer's* Category Management (CM) framework where such agreements exist. These are:
 - Gantries
 - Pavement and Concrete
 - Temporary traffic management
 - Traffic management technology
2. Any proposal not to use the *Employer's* CM arrangements is submitted to the *Employer* for approval outlining why CM arrangements will not deliver value.
3. Any assessment of options for delivering CM works or services elements takes account of any identified whole life cost savings and non-financial factors, such as health and safety benefits, in addition to the initial capital cost.
4. Input into the Development stage is obtained by the *Contractor* from the *Employer's* Category Management framework suppliers during the Development stage of the Scheme and is encouraged.

5. Where availability to employ professional services through CM frameworks exists, the *Contractor* may choose to employ these services during and beyond the Development Stage of a Package Contract. Subject to the *selection procedure* in the applicable CM framework, in this instance the *Contractor* may propose a direct award of CM works at Delivery stage to a preferred CM supplier without the requirement for further competition. Any proposal shall demonstrate value for money and is subject to prior acceptance by the *Employer*.
6. In circumstances where the *Contractor* has employed professional services through an *Employer's* CM framework, the *Contractor* is not obliged to direct award the works at Delivery stage. In this instance the *Contractor* follows the CM framework *selection procedure* to identify a CM framework supplier to deliver the works requirements.
7. The *Contractor* liaises with the *Employer* to identify and plan a programme that allows the CM framework procurement and associated governance procedures to be implemented within the requirements of the overall project programme.
8. Where the *Employer's* approval is obtained not to use CM frameworks for CM works elements, the proposed subcontractors and associated subcontract conditions are submitted for acceptance in accordance with the *conditions of contract* (Clauses 26.2 and 26.3).
9. Where the *Employer's* approval is obtained not to use CM frameworks for CM works elements and the *Contractor* proposes to use "in-house" arrangements, the *Contractor* demonstrates that the price is at open market or competitively tendered prices in accordance with the *conditions of contract* (Clause 52.1).
10. If so required by the *Employer*, the *Contractor* procures that a Subcontractor enters into a contract with a Category Supplier pursuant to a Category Purchase Agreement for the purchase of materials, works or services needed to provide the Works. The *Contractor* procures that the conditions of contract between the Subcontractor and the Category Supplier are those set out in the Category Purchase Agreement and that the Subcontractor does not change them unless the *Employer* agrees.

Annex H Procurement through Category Purchase Agreements – Technology Category Suppliers

When instructed by the *Employer*, the *Contractor* enters into a contract with a Category Supplier for the procurement and installation of roadside technology, pursuant to the Category Purchase Agreement with the Crown Commercial Service (formerly Government Procurement Service, GPS), namely, the Traffic Management Technology Framework (TMTF).

Unless otherwise specified in the Works Information or instructed by the *Project Manager*, the *Contractor* manages the procurement process and any secondary competition in accordance with the TMTF and monitors expenditure and performance against the agreed TMTF Task.

Unless otherwise specified in the Works Information or instructed by the *Project Manager*, the *Contractor* arranges and manages installation.

Signs and Signals

Signs and signals are procured against agreed *Employer* specifications and are based on forecasts provided by the *Contractor*.

On expiry of the warranty period, responsibility for maintenance transfers to the *Employer*.

For a limited period, fiscal stimulus Version 2 AMIs, MS4s and associated auxiliary items, are procured as set out below.

Fiscal Stimulus Signs and Signals – Version 2 AMIs, MS4s and Associated Auxiliary Items.

The *Employer* holds a limited stock of Version 2 AMIs, MS4s and associated auxiliary items at the Highways England National Distribution Centre (the “NDC”). Until depletion, these items are procured by the *Contractor*.

When Plant passes all Site acceptance testing, responsibility for maintenance transfers to the *Employer*.

CCTV

CCTV is procured against agreed *Employer* specifications.

On expiry of the warranty period, responsibility for maintenance transfers to the *Employer*.

Roadside Infrastructure Plant

Roadside infrastructure Plant is procured against agreed *Employer* specifications.

On expiry of the warranty period, responsibility for maintenance transfers to the *Employer*.

For a limited period, roadside infrastructure Plant is procured as set out below.

The *Employer* holds a limited stock of roadside infrastructure Plant at the NDC. Until depletion, these items are procured by the *Contractor*. The *Contractor* agrees allocation with the *Employer* through the *Employer’s* Technology Purchasing and Logistics Team, or equivalent.

The *Contractor* procures roadside infrastructure Plant through TMTF Task (TMT 003).

TMT 003 runs until the earlier of:

- its expiry on 25th of February 2017; or
- the achievement of the financial limit for the contract.

Cable

Cable is procured against agreed *Employer* specifications.

On expiry of the warranty period, responsibility for maintenance transfers to the *Employer*.

For a limited period, cable is procured as set out below.

The *Employer* holds a limited stock of Cable at the NDC. Until depletion, this cable is to be procured by the *Contractor*. The *Contractor* is responsible for agreeing allocation with the *Employer* through the *Employer's* Technology Purchasing and Logistics Team, or equivalent.

The *Contractor* procures cable through TMTF Task (TMT 004).

TMT 004 will run until the earlier of:

- its expiry on 2nd April 2015; or
- the achievement of the financial limit for the contract.

Emergency Roadside Telephones (ERTS) and Traffic Monitoring Plant (NTIS & MIDAS)

ERTS, NTIS and MIDAS Plant is procured against agreed *Employer* specifications.

On expiry of the warranty period, responsibility for maintenance transfers to the *Employer*.

HADECS3

HADECS Plant is procured against agreed *Employer* specifications.

The *Contractor* arranges and manages maintenance in accordance with Home Office Type Approval requirements.

On expiry of the warranty period, responsibility for maintenance transfers to the *Employer*. For a limited period HADECS3 is procured as set out below:

The *Employer* operates the tender letting process through the framework contract (1/208 Highways England Digital Enforcement Compliance System) and undertakes competition, based on forecasts provided by the *Contractor*. Supply and installation under this contract will run until the earlier of:

- March 2018; or
- the achievement of the financial limit of the contract

Maintenance under this contract will run until the earlier of:

- 2024; or
- the achievement of the financial limit of the contract

Annex I Scheme Recovery Services

The *Employer's* Next Generation Vehicle Recovery (VR2) contractor, (appointed to deliver a service for the statutory removal of vehicles from those parts of the *Employer's* network patrolled by the Traffic Officer Service), offers a scheme recovery service.

The VR2 contract operates until at least 30th September 2016, but may be extended in yearly increments up to 30th September 2020.

Whilst the VR2 contract is operational, the *Contractor* follows the procurement procedure set out below for the selection of any Subcontractor to undertake scheme recovery services.

Procurement Procedure

The *Contractor* invites competitive tenders from a minimum of 3 potential subcontractors, including the *Employer's* VR2 contractor. The *Contractor* assesses tenders for both quality and price, to establish the subcontractor offering best value. The *Contractor's* submits details of his preferred subcontractor (on the basis of best value) to the *Employer* for acceptance.

Annex J Insurance Tables

Lot 3a £25 to £100 million (possible increase to £300 million)

Insurance Table (Required Insurances)

1. Contractors "All Risks" Insurance (CAR)

1.1 Insureds

1.1.1 Contractor

1.1.2 Employer

as appropriate, each for their respective rights and interests in the Contract.

1.2 Insured Property

The permanent and temporary works, materials, goods, plant and equipment for incorporation in the works (plus constructional plant, tools, accommodation and equipment belonging to or the responsibility of the Contractor or its Subcontractors) and all other property used or for use in connection with works associated with Lot 3a Construction.

1.3 Coverage

"All Risks" of physical loss, damage or destruction to the Insured Property unless otherwise excluded.

1.4 Cover Features and Extensions

1.4.1 Terrorism.

1.4.2 Additional costs of completion clause.

1.4.3 Professional fees clause.

1.4.4 Debris removal clause.

1.4.5 Seventy two (72) hour clause.

1.4.6 European Union local authorities clause.

1.4.7 Free issue materials clause.

1.4.8 Ten percent (10%) escalation clause.

1.4.9 Automatic reinstatement of sum insured clause.

1.4.10 Loss minimisation.

1.4.11 Plans and specifications clause.

1.4.12 Guarantee maintenance or extended maintenance to the extent available.

1.4.13 Payments on account.

1.4.14 Temporary repairs.

1.4.15 Offsite storage and repairs.

1.4.16 Fire Joint Code of Practice.

Insurance Table (Required Insurances)

1.4.17 Multiple insured clause incorporating the Employer as a co-insured party with attendant non vitiation, waiver of subrogation and notice of cancellation provisions.

1.5 Principal Exclusions

1.5.1 War and related perils.

1.5.2 Nuclear/radioactive risks.

1.5.3 Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

1.5.4 Wear, tear and gradual deterioration.

1.5.5 Consequential financial losses.

1.5.6 Cyber risks.

1.5.7 Inventory losses, fraud and employee dishonesty.

1.5.8 Faulty design, workmanship and materials DE5 or LEG3.

2. **Third Party Public and Products Liability Insurance**

2.1 Insureds

Contractor

2.2 Interest

To indemnify the Insured in respect of all sums which the Insured may become legally liable to pay whether contractually or otherwise (including claimant's costs and expenses) as damages in respect of accidental;

2.1.1 death or bodily injury, illness or disease contracted by any person;

2.2.2 loss or damage to property;

happening during the Period of Insurance and arising out of or in connection with Lot 3a Construction.

2.3 Cover Features and Extensions

2.3.1 Cross liability clause.

2.3.2 Contingent motor vehicle liability.

2.3.3 Legal defence costs.

2.3.4 Indemnity to principals clause.

2.3.5 Health & Safety at Work Act(s) clause.

2.3.6 Data Protection Act clause.

2.3.7 Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007.

2.4 Principal Exclusions

2.4.1 War and related perils.

2.4.2 Nuclear/radioactive risks.

Insurance Table (Required Insurances)

- 2.4.3 Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.
- 2.4.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
- 2.4.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 2.4.6 Liability in respect of loss or damage to property in the care, custody and control of the insured.
- 2.4.7 Events more properly covered under a professional indemnity insurance policy.
- 2.4.8 Liability arising from the ownership, possession or use of any aircraft or marine vessels.
- 2.4.9 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
- 2.4.10 Losses indemnified under the Construction "All Risks" Insurance policy.
- 2.4.11 Liability arising from toxic mould.
- 2.4.12 Liability arising from asbestos.
- 2.4.13 Cyber risks.

3. Professional Indemnity Insurance

3.1 Insureds

Contractor

3.2 Interest

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants costs and expenses) as a result of any claim or claims first made against the Insured during the Period of Insurance by reason of any act, error and/or omission arising from or in connection with Lot 3a Construction.

3.3 Cover Features and Extensions

- 3.3.1 Loss of documents and computer records extension.
- 3.3.2 Legal liability assumed under contract, duty of care agreements and collateral warranties.

3.4 Principal Exclusions

- 3.4.1 War and related perils.
- 3.4.2 Nuclear/radioactive risks.

Insurance Table (Required Insurances)

3.4.3 Insolvency of the Insured.

3.4.4 Bodily injury, sickness, disease or death sustained by any employee.

4. Policies to be taken out as required by United Kingdom law.

The Contractor is required to meet its statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, Employers' Liability Insurance and Motor Third Party Liability Insurance.

Annex K Project Risks

The *Contractor* shall refer to Contract Data Part One for the list of Project Risks.

Annex L Key Personnel

The following key personnel shall be required from the list below:

Construction Phase

Project Director
Project Manager
Civil Structures Sub-Agent
Roads Sub-Agent
Earthworks Sub-Agent
Programmer
Quantity Surveyor
Stakeholder Liaison Manager
Quality Auditor
Health Safety and Environmental Manager
General Foreman
Traffic Safety and Control Officer

Annex M Information Systems

The Highways England systems that the Contractor shall use in the execution and completion of the Works is as follows:

- (i) WebDAS – Web based Departures System
- (ii) IAM IS – Integrated Asset Management Information System
- (iii) HAPMS – Highways England Pavement Management System
- (iv) HAGDMS – Highways England Geotechnical Management System
- (v) AIRSWeb – Web based Accident and Incident Reporting System
- (vi) EnvIS – Environmental Information System
- (vii) SMIS – Structures Management Information System

Annex N PCF Product List

The Highways England PCF Product List that the Contractor shall use in the execution and completion of the Works is version 34 issued on the 17th April 2015 and as included in this Annex.