

- 8.12 The Supplier shall provide a health and safety site briefing to the visitor. After completing the health and safety site briefing, the Supplier shall ensure that the visitor signs a form to confirm that they have received the briefing and understand the site rules and their respective responsibilities as a visitor.
- 8.13 The Supplier shall issue the visitor a temporary pass that is valid for a maximum 24 hours and with expiry date and time is clearly indicated.
- 8.14 The Supplier shall ensure the temporary pass is returned when the visitor leaves the site and shall maintain a list of lost passes.
- 8.15 Lost electronic visitor passes shall be de-activated immediately on the Supplier being made aware of the loss.
- 8.16 When booking in and out of the Sites, the Supplier's staff and personnel shall report in, record entry and exit, and present their smartcards when and where required, in accordance with the local access control arrangements.

9. Access within the Railway Environment

9.1 Engineering Trains

Engineering trains may be available from the Company for transportation of plant and materials and equipment to and from platforms in Stations together with other specialist mechanised plant for the delivery of the Works. The Applicant shall submit a Work Request detailing the requirements for engineering trains and mechanised plant to the Access Manager in accordance with the timescales set out in Appendix 5 of this Schedule 6 (Access). The Supplier shall provide the Applicant with all the information relating to engineering trains and mechanised plant required by the Work Request. Where the Supplier is the Applicant, it shall seek the approval of the Company's Representative before the formal submission of the Work Request to the Access Manager.

Where the Supplier cancels the booking for an engineering train or other mechanised plant, the Supplier shall compensate the Company as follows:

- (A) cancellations made at least 56 (fifty-six) days in advance of the date on which the train has been booked to run – no charge will be levied by the Company; and
- (B) cancellations made at less than 56 (fifty-six) days in advance of the date on which the train has been booked to run – the full price will be charged by the Company in accordance with the prevailing charges detailed in Appendix 10 of this Schedule 6 (Access).

The Supplier shall direct any requests to amend a booking for engineering trains or mechanised plant to the Access Manager and the Company's Representative in compliance with the minimum timescales set out in Appendix 5 of this Schedule 6

(Access). Requests to amend the make-up of engineering trains will be subject to availability.

The Supplier is responsible for ensuring that all mechanised plant provided by the Supplier are approved by the Company and have route clearance for the area involved. Access for all mechanised plant provided by the Supplier shall be booked by the Supplier through the Access Manager and the Company's Representative in the same manner as for engineering trains or mechanised plant provided by the Company, as described above and is subject to the same minimum timescales set out in Appendix 5 of this Schedule 6 (Access).

Engineering trains, rolling stock and mechanised vehicles' paths shall be subject to optimisation planning by the Access Manager at 56 (fifty-six) days prior to the week of the requested date. The intention of this process is to:

- (A) maximise the nightly use of the available resources, trains, rolling stock, loading gangs, crews;
- (B) maximise train pathing opportunities and time at site;
- (C) maximise the access to the infrastructure to all parties requiring access;
- (D) promote opportunities to share engineering trains between requesters in order to optimise available access and/or resources; and
- (E) meet business needs and/or priorities.

In the event that it is required to re-schedule a requested engineering train, the Access Manager will use reasonable endeavours to provide an alternative and equivalent booking as close to the original date as possible.

9.2 Protection

The Supplier shall consult and agree all protection arrangements (including provision of additional Specialist Protection resources) with the Company's Representative and the Access Manager. The Applicant shall seek formal approval for the agreed protection arrangements (including provision of agreed Specialist Protection resources) by submitting a Work Request.

The Supplier shall provide a minimum of 1 qualified Site Person in Charge (SPC) for each work party.

The Supplier's SPC, working on the track, shall hold a dual qualification enabling them to provide protection as well as provide work site supervision and shall work as part of the protection detail. If works are planned to take place during Engineering Hours, the SPC shall hold a dual qualification enabling them to provide protection during Engineering Hours, and shall be familiar with the area that they will be working in and safe routes to and from the Sites, as such there should be no need for additional protection staff to be employed.

In the event that an additional Specialist Protection resource is required, the Supplier

shall advise the Company's Representative accordingly. The Applicant shall request the additional Specialist Protection resource from the Access Manager a minimum of 21 days before the Specialist Protection is required. Where the Supplier is the Applicant it shall seek the approval of the Company's Representative before the submission of such request. The Access Manager shall review the protection arrangements and determine the number and qualifications of any Specialist Protection resource that may be required. The Access Manager's review shall be conducted in consultation with the Applicant and where the Applicant is the Supplier, in consultation with the Applicant and the Company's Representative. Any Specialist Protection will be arranged by the Access Manager and provided by the Company.

The cost of Specialist Protection staff will be charged back to the Supplier in the event of cancellation (or non-utilisation) on the following basis:

- (A) cancellations made 96 hours or more in advance of the activity start date – no charge will be levied by the Company; AND
- (B) cancellations made less than 96 before the job start date – the full cost will be charged to the Supplier and shall be accounted for as a Tfl Supplied Resource.

The above durations are subject to the cancellation being made before 12:00hrs on a weekday (Monday to Friday inclusive). Where a cancellation notice is received after 12:00hrs, the 96hour cancellation period will be calculated from 09:00hrs on the next weekday.

Appendix 1
List of Existing Planned Closures

The Supplier shall liaise with the Company's Representative to obtain current information on the Company's existing closure programme.

Appendix 2
Accepted Access Plan

Not Used

Appendix 3
Limits on the Time Period of Engineering Hours

None

Appendix 4

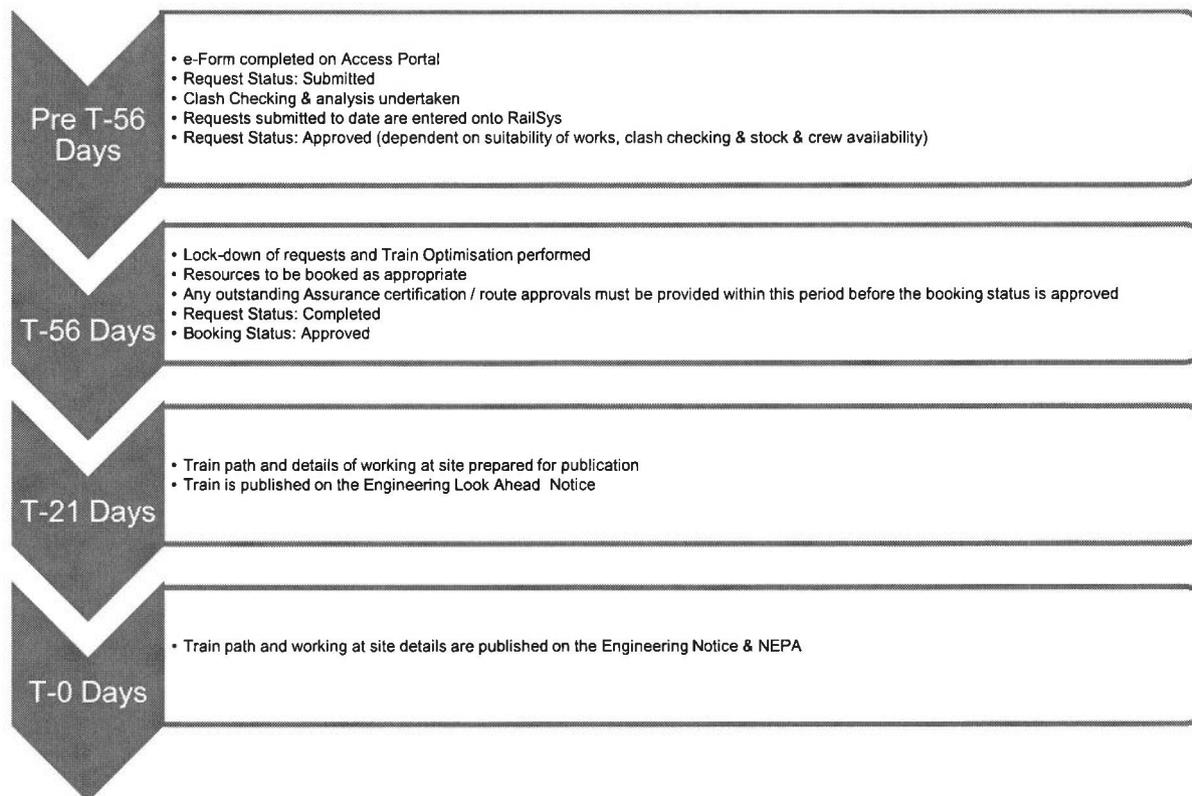
Application to Work Form

Multi-Worksite Possession Team Application to Work Form					
Date of Application			Week No.		Equivalent Engineering hours shifts
Date of Possession			Week No.		
Responsible manager for work	Name				
	Organisation		Cost Centre		
	Contact number		E mail:		
Scope of work: Brief Description					
Chainage	Line(s) Affected	Times Req'd.	Limits		
Worksite Location Lines Affected including EB - WB - IR - OR - NB - SB Limits 1 No. Form For Each Respective Worksite					
Is it Possible to Pass Engineering Trains through your worksite. Ensure all information is correctly entered.		Yes If Yes, how much notice req'd. to clear site		No If No, enter justification below	
Engineering Trains					
Are Engineering trains working in your worksite		Yes	If Yes, how many and which type:		
		No			
Road Rail Vehicles (RRVs)					
Are EHs Possessions required to Outstable RRVs prior to Closure		Yes	Are EHs Possession required to return RRVs following Closure		Yes
		No			No
Comments					
On Track Plant / machinery					
Are any On Track Plant / machinery Working in your worksite		Yes	If yes ensure you enter all information correctly in the respective boxes below		
		No			
Line(s) Affected		Access		Egress	
Resources					
Are any specific resources required for your worksite		Yes	if yes ensure you enter all information correctly in the respective boxes below		
		No			
Are all staff on site Track Accustomed certificated?		Yes			
		No	If no ensure, adequate time is allocated to clear line(s) of all non cert. staff to allow passage of Engineering train if applicable		
Anticipated No of staff in worksite					
Control measures for access to worksite					
Is station Access required		Yes	No		
Worksite Notification: Date Worksite Notification accessible for review.					

Appendix 5

Request Lifecycle for a Train or Motorised Vehicle Request

The timescales for booking an engineering train or other mechanised vehicle is described the in following flow chart.



Note: 'T' indicates the Monday of the week that the train or vehicle is booked to work in.

The process at each stage is summarised as follows:

a. Pre T-56 Days

A Work Request for a train can be submitted by the Applicant at any time prior to T-56 days. All requests will be made by the Applicant comprehensively completing all the requisite screens of the Work Request. The Work Request is the sole means by which Transplant engineering vehicles can be booked and requested and there is provision on the Work Request to provide specific details as to the make-up of each train (if the consist is known). The Access Manager will assist the Applicant as necessary in planning and requesting trains or access for mechanised vehicles.

b. T-56 Days

All planning for engineering trains, train paths or mechanised vehicles must be completed & received by T-56 days, after which train optimisation will be carried out by the Access Manager.

From T-56 days onwards the requested access for an engineering train or mechanised vehicle will be entered onto RailSys and a check for any clashes can be carried out. The Access Manager will update the request's status to 'Completed' if there are no clashes or impediments pertaining to the request at that time. If there is a clash at this stage, the

Access Manager will assess whether the clash is likely to be resolvable by the train optimisation process and will work with the Applicant to identify potential alternative dates.

The Access Manager and Applicant will agree the engineering train paths, confirm the engineering train's method of working at site; access and egress to the worksite for mechanised vehicles and/or personnel, and carry out protection planning.

The Access Manager will update the Booking status to 'Approved'.

c. T-21 Days

At this time the train path, and details of the train or mechanised vehicle's working at site, will be prepared for publication. These details will be included on the Engineering Look Ahead Notice.

d. T-0 Day of the Works

The Engineering Notice is published with full details of the train or mechanised vehicle's path and its working at site.

Network Rail Infrastructure

Notwithstanding the timescales stated above, where engineering trains or other mechanised vehicles are required and which need to be positioned on Network Rail infrastructure in order to deliver the Works, a Work Request for the provision of such vehicles shall be submitted to the Access Manager before T-365. The Access Manager will advise the applicable timescales for confirmation of booking following consultant with Network Rail.

Appendix 7

Curtailed or Delayed/Curtailed Access Form

London Underground					
Frustrated Access (Cancelled / Delayed / Curtailed) Form				FAC-001 v1	
Directorate:			Upgrade / Asset Group:		
Project / Work Title:			Project id / Work Order / Job Ref:		
Line: _____		Unique Ref.: _____			
Access Affected: <small>(tick one)</small>		Cancelled: <input type="checkbox"/>		Delayed / Curtailed: <input type="checkbox"/>	
Date: <small>(start start)</small>		Day: ____/____/____		Night: <small>(start - end)</small> ____/____/____	
Access Authority Details: <small>(must be valid)</small>					
Booking Ref. (1):		PICER Ref <small>(copy required)</small> :			
Booking Ref. (2):		Access Type: TRACK / STATION / OTHER <small>(Circle as applicable)</small>			
<small>All details Mandatory</small>					
Access Location <small>(or Code):</small>			Work Location or Code <small>(+ SB/NB/EB/WB):</small>		
Station Supervisor Name:			Track Current Sections Booked Out <small>(ref required)</small> :		
Work to be done <small>(brief details)</small>					
Time Booked on Station:		Time Booked on with TAC:		Call Back Time given by TAC:	
Planned Start time:		Actual Start time:		Planned finish time:	
				Actual finish time:	
				Total Shift or Time Lost:	
Reporters Details: <small>(mandatory)</small>					
Name:		Company		Contact No.	
				Email	
LU Accountable Manager Details:					
Name:		Directorate / delivery Group		Contact No.	
				Email	
Contractors / Sub-Contractors affected: <small>(mandatory)</small>					
Contractor		Ops in work Party (no.)	Contractor		Ops in work Party (no.)
Cause of Lost Time / Shift <small>(mandatory)</small>					
Engineers Train		Train ref. no.	Was train published in ENLA?	If so, which no?	Was Train published in Eng Notice?
Y/N					
		Reason for late running <small>(if known)</small>			
Passenger Train		Train ref. no.	Line	Direction <small>(circle one)</small>	Destination
Y/N				SB / NB / EB / WB	
		Reason for late running <small>(if known)</small>			
Other Contractor		<input type="checkbox"/>	Name		
LU Supervisor		<input type="checkbox"/>	Name		
Late Book on TAC		<input type="checkbox"/>	Details		
Early call back TAC		<input type="checkbox"/>			
Other		<input type="checkbox"/>			
Signature of station supervisor				Was further investigation completed by DOE / DOME? Y / N	

This form must be faxed to XXXXX or emailed to XXXX

Appendix 8

Access Subcategories

Station works			
Access Type	Booking Description	Days	Work Type Description
Self Service Access	Self Service Access	0	For undertaking the majority of everyday access needs, using relevant tools and materials. Not to be used for works that imposes a restrictive or exclusive requirement on other access users.
Non Restrictive/ Exclusive Access	Non Restrictive/ Exclusive Access (non Track)	14	For undertaking everyday access needs, using relevant tools and materials within a defined area
Restrictive Access	Restrictive - Asbestos Site	21	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety.
	Restrictive - Bright Lights	21	For where access introduces the use of additional lighting that could potential impact other access users. Rarely applied.
	Restrictive - Closure Area	21	To define an area of a station subject to a Closure (i.e. taken out of service for the purposes of engineering works).
	Restrictive - Movement of Materials	21	For where access necessitates the movement of materials either through a station that may impact on other access users. May include craning over of materials.
	Restrictive - Noisy Works	21	For where access will result in particularly noisy works that may have an impact on other access users.
	Restrictive - Plant / Chemicals in a confined space	21	For where access introduces the use of plant and chemicals in a confined space . Rarely used.
	Restrictive - Power Cessation- Power Outages Possible	21	For where access will introduce a cessation of power that may impact other access users (e.g. need for temporary supplies/portable lighting).
Exclusive Access	Exclusive – Asbestos Exclusion Zone	21	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety

Track			
Booking Description	Booking Description	Days	Work Type Description
Self Service Access	Self Service Access	0	For undertaking the majority of everyday access needs, using relevant tools and materials. Not to be used for works that imposes a restrictive or exclusive requirement on other access users.
Non Restrictive/ Exclusive Access	Non Restrictive/ Exclusive Access (Track)	14	For undertaking everyday access needs, using relevant tools and materials within a defined area
Restrictive	Restrictive - Allied Track	56	To define an area of track used in conjunction with, or subject to impact from, another access booking e.g. unloading of materials from a train booked under an Exclusive Specified Area.
	Restrictive - Asbestos Site	56	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety.
	Restrictive - Bright Lights	56	For where access introduces the use of additional lighting that could potential impact other access users. Rarely applied.
	Restrictive - Closure Area	56	To define an area of the LU railway subject to a Closure (i.e. taken out of service for the purposes of engineering works).
	Restrictive - Motorised Trolley	56	For the operation of a motorised track trolley on the railway.
	Restrictive - Movement of Materials	56	For where access necessitates the movement of materials either on, over or adjacent to the LU railway that may impact on other access users. May include craning over of materials.
	Restrictive - Noisy Works	56	For where access will result in particularly noisy works that may have an impact on other access users.

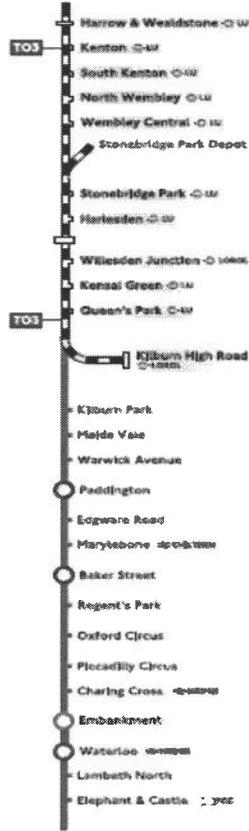
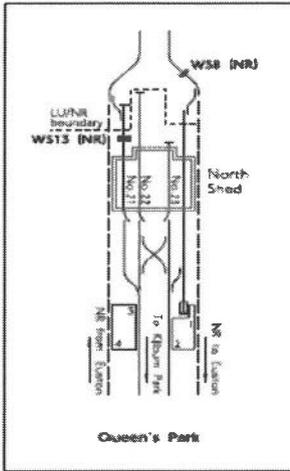
Track			
Booking Description	Booking Description	Days	Work Type Description
	Restrictive - Out-stabled Trains	56	To define an area of the LU railway where a service train is stabled (normally in platforms/sidings). May restrict the type of works that can be performed adjacent to this location.
	Restrictive - Plant / Chemicals in a confined space	56	For where access introduces the use of plant and chemicals in a confined space (e.g. platform inverts). Rarely used.
Restrictive Cont'd	Restrictive - Power Cessation- Power Outages Possible	56	For where access will introduce a cessation of power (e.g. tunnel lighting, supply points) that may impact other access users (e.g. need for temporary supplies/portable lighting).
	Restrictive - Protection Area	56	To define an area of track used as a protecting or 'buffer' zone. Used in conjunction with another Exclusive booking e.g. Specified Area, Possession.
	Restrictive - Sub Station Works	56	Primarily for the use of LU Power teams requiring access to sub stations supplying power to the LU traction current system.
	Restrictive - Wheels Free Zone	56	For works that require the running rails to be free of electrically conducting plant or equipment e.g. trolleys, trains etc. Usually used for works requiring isolation of the signalling circuits e.g. commissioning.
Exclusive	Exclusive	56	For works necessitating sole access of the LU railway, and not more appropriately catered for under other categories herein. Only used sparingly and for short durations due to its restrictive nature on other works.
	Exclusive - Asbestos Exclusion Zone	56	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety.

Track			
Booking Description	Booking Description	Days	Work Type Description
	Exclusive - Current Rail Resistance Measurements	56	Primarily for the use of LU Power teams requiring controlled current measurements of the traction current delivery system.
	Exclusive - Engineers' Current Area	56	For the running of engineering vehicles on live traction current in accordance with the Rule Book.
	Exclusive - Possession	56	For the exclusive control of access to a given area of the railway. Traction current may be on or off. May involve the use of engineering trains, RRVs etc. As defined in the Rule Book
	Exclusive - Running on current, moving according to signals	56	For the running of vehicles on live traction current obeying LU signalling systems (e.g. test trains). Often referred to as 'Cancelled Engineering Hours'. As defined in the Rule Book.
Exclusive Cont'd	Exclusive - Specified Area	56	For the running of engineering machines e.g. trains, RRVs on the railway. As defined in the Rule Book
	Exclusive - Traction Current Switching During Eng Hrs	56	For access that requires traction current to be switched on and off intermittently during the engineering hours shift. Primarily used in relation to power supply testing/commissioning etc.

Appendix 9
Network Rail Interface Locations

Bakerloo line

TOS: Harrow & Wealdstone to Kilburn High Road via Queen's Park Track Agreement. LU & Network Rail's customer for track, signalling and traction current. These are shared with LINDL which also has an Agreement with Network Rail.



Station Agreements between Harrow & Wealdstone and Kilburn High Road via Queen's Park. Excluding Willesden Junction LU is the Station Facility Owner.

LU's access to Stonebridge Park is via Network Rail track. There is an end-on track interface between LU and Network Rail track at the depot entrance.

There are end-on track interfaces between LU and Network Rail at the North end of the LU Queen's Park North Shed. LU and Network Rail tracks also run parallel through Queen's Park Station.

The route from Queen's Park to Kilburn High Road station is provided under Track Agreement TOS for reversing the service in emergency only.

Richmond@WT: Network Rail owned station with SPO. may be either TOS or TOS
TOS Track Agreement
 Location of Track Agreement

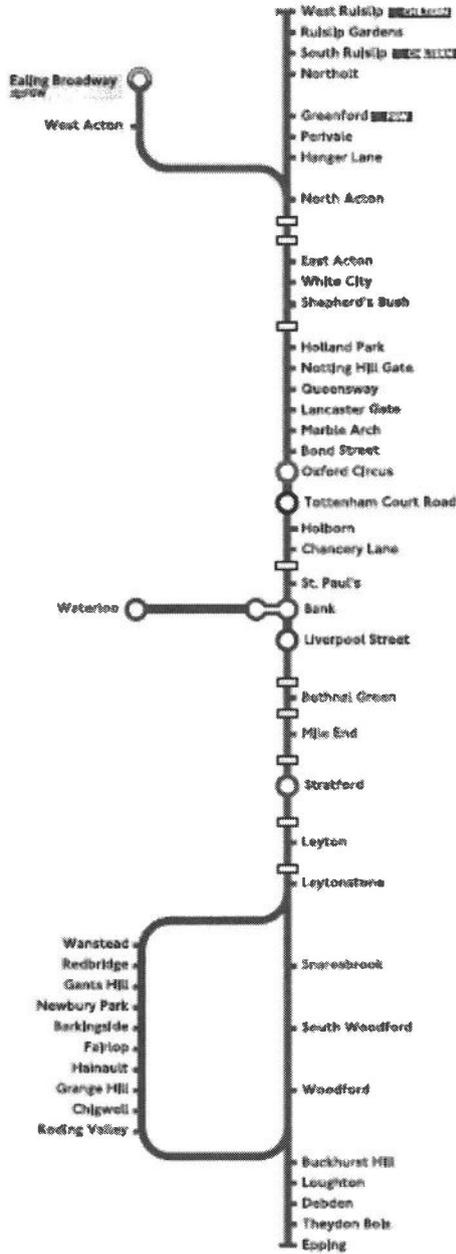
Created: 30 March 2012

For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNW-B, SE-B and WN-B

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Central line

Ealing Broadway - Station Agreement.
FGW is the Station Facility Owner
LU is the customer but owns the
Central and District line platforms.



West and South Ruislip - Station Agreements.
LU is the station owner. Chiltern Railways is
LU's customer but manages its own platforms

Greenford - Station Agreement. LU is the station
owner. FGW is LU's customer.
Network Rail owns the track in the bay platform.

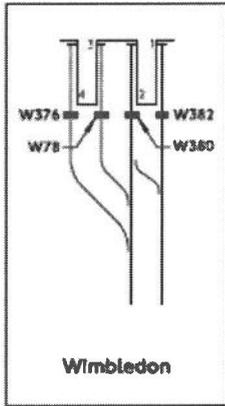
Richmond/GW Network Rail owned station with SFO, may be other TOC's
 Track Agreement
 Location of Track Agreement

Created: 30 March 2011

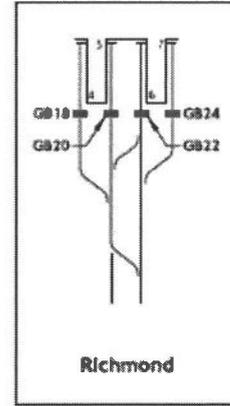
For details of Land and Property boundaries
refer to Site Specific Engineering arrangements
GW-C, ML-C and SE-C

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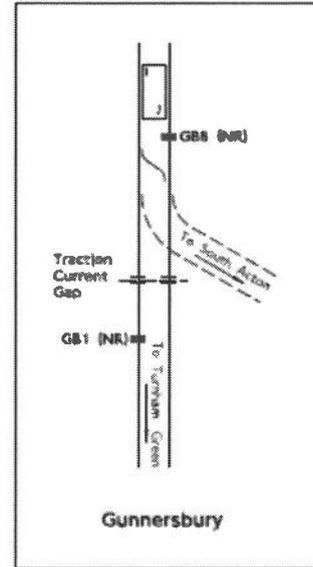
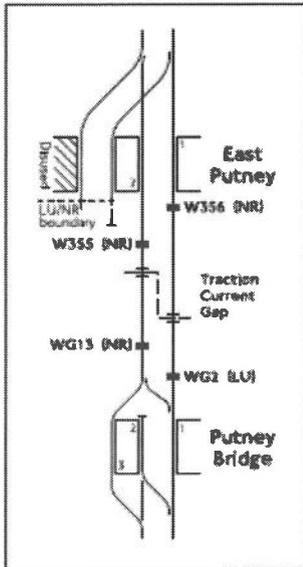
District line



T02: East Putney to Wimbledon Track Agreement. Great South West Trains a discretionary and mostly short route. Network Rail supplies the traction current and signal operation but is LU's customer for track.



Kensington Olympia Station Agreement. LOROL is the Station Facility Owner. LU is the customer.



Barking and Upminster - Station Agreements. C2C is the Station Facility Owner. LU is the customer.

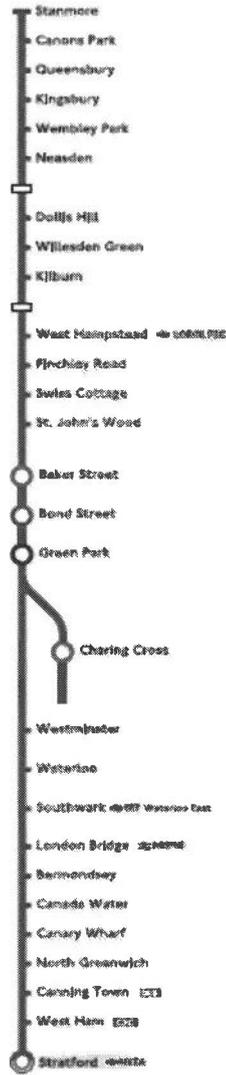
Richmond - Network Rail owned station (with SFO, may be other TOC's)

TO2 - Track Agreement

TO4 - Location of Track Agreement

For details of Land and Property boundaries refer to Site Specific Engineering arrangements SE-D and WN-D

Jubilee line



Canning Town - Station Agreement. LU is the Station Facility Owner. The Docklands Light Railway's access is covered by a lease but LU provides some station services.

West Ham - Station Agreement. LU is the station facility owner. C2C is the customer but manages its own platform.

Stratford - Station Agreement. High level platforms and subways - NEXA are the Station Facility Owner. LU (Central line) is the customer, but staff Central line platforms.

Richmond-LNWJ: Network Rail owned station with SFO, may be other TOC's

TOC

Track Agreement

Location of Track Agreement

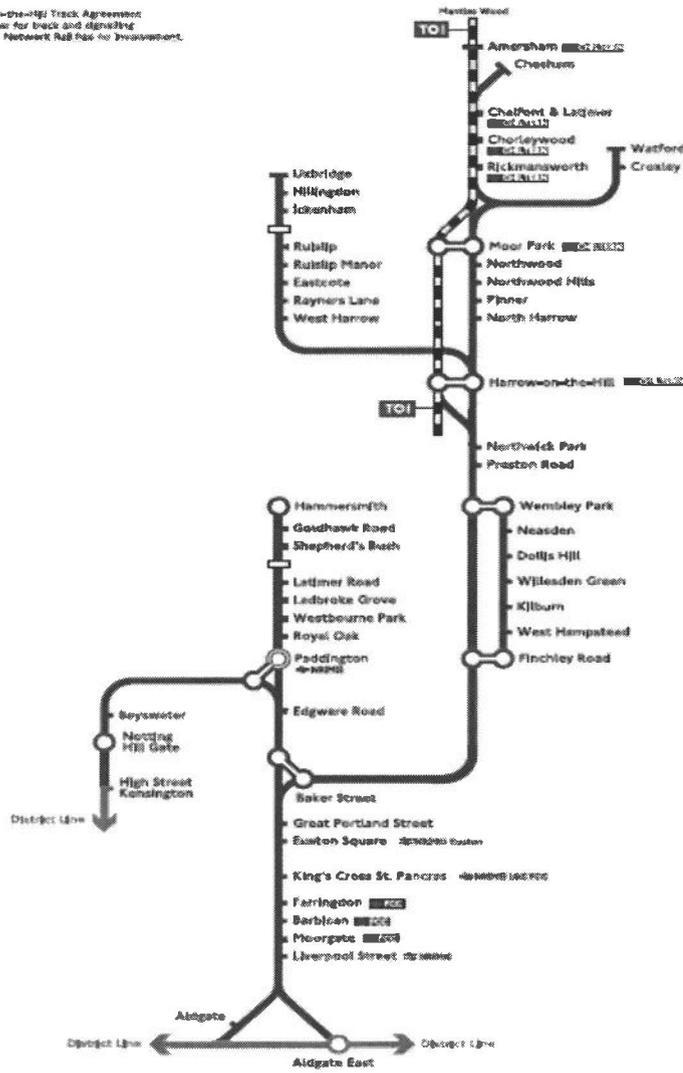
Created: 30 March 2012

For details of Land and Property boundaries refer to Site Specific Engineering arrangements SE-J and LNW-J

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Metropolitan line

FO1: Harles Wood - Harrow-on-the-Hill Track Agreement
 CMLham Railways is LU's customer for track and signalling
 over the Metropolitan main line. Network Rail has the trackwork.



Station Agreements between Amersham and Harrow-on-the-Hill. LU is the station facility owner. CMLham Railways is the customer. Chesham sees their Part in emergency only.

Farringdon and Moorgate - Station Agreements. LU is the Station Owner. ACC is the customer at Moorgate but manages its own platforms.

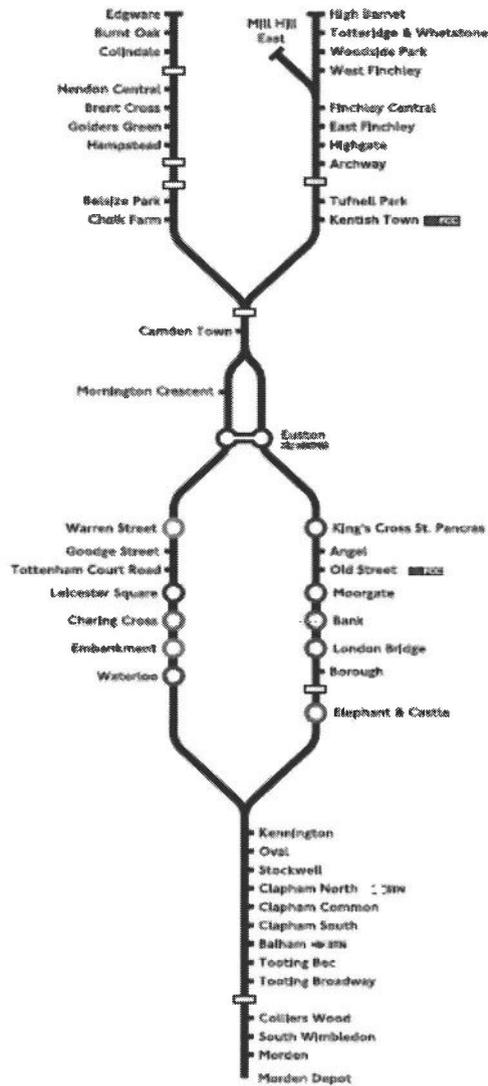
Richmond@DLR Network Rail owned station with SFO. may be other TOC's
 TO1 Track Agreement
 Location of Track Agreement

Created: 28 March 2012

For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNE-M, LNW-M, SE-M and WN-M

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Northern line



Kenning Town - Station Agreement: LU is the Station Facility Owner. FCC is the customer but manages its own platform.

Old Street - Station Agreement: LU is the Station Facility Owner. FCC is the customer but manages its own platform.

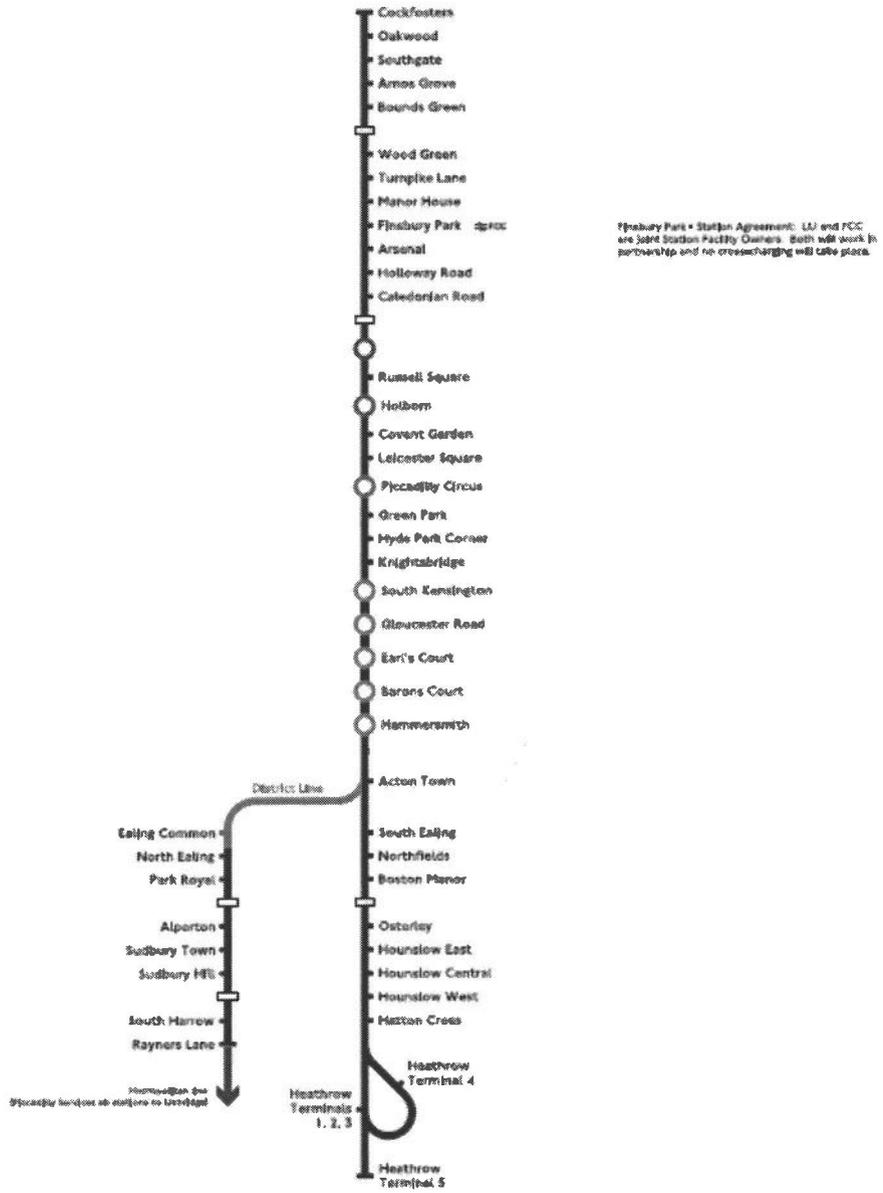
Richmond - Newson Rail owned station with SFO may be other TOC's
TC2 Track Agreement
--- Location of Track Agreement

Created: 30 March 2012

For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNE-N, LNW-N and SE-N

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Piccadilly line



Richmond sign: Network Rail owned station with SFC, may be other TOC's

YOS Track Agreement

Location of Track Agreement

Created: 30 March 2012

For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNE-P, LNW-P, SE-P and WN-P

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Victoria line



Walthamstow Central - Station Agreement:
 NREA is the Station Facility Owner. LU is the customer but owns its own part of the station at sub-surface level.

Blackhorse Road - Station Agreement: LU is the Station Facility Owner. GWR is Train Services to the customer but manages its own platform.

Tottenham Hale and Seven Sisters - Station Agreements: LU is the Station Owner. NREA is the customer but manages its own platform.

Highbury & Islington - FCC is the Station Facility Owner for all deep level platforms. LU is the Station Facility Owner for the LONDON Tube Services platform. All other parts of the station are owned by LU.

Richmond (TW9) Network Rail owned station, both SFO, may be other TOC's

Track Agreement

Location of Track Agreement

Created: 20 March 2013

For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNE-V, LNW-V and SE-V

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Appendix 10

Charges for the Company's Engineers Trains

Standard charges for prevailing in financial year 1st April 2018 to 31st March 2019

Class/ Code	Description	Standard 2015/15 Charge
A	Class A Non-coupling Train	£6,300
B	Class B Long Welded Rail Train	£14,200
C	Class C Uncoupling train with loading gang	£11,600
D	Class D Uncoupling train without loading gang	£8,700
E	Class E Ballasted Track Replacement including T3 (price for weekend)	£229,000
H	DISAB (Ballast Sucker) 8 hour shift	£10,800
L	Technical and Operational Support (8 hour) per person	£580
LG	Loading gang 8hr shift (up to 5 operatives)	£2,900
M	Technical and Operational Support per hour per person	£71
P	Crane, Roll Loader, Track Relaying Machine	£3,000
T1	Plain Line/ P&C Tamper 8hr shift	£8,300
T2	Plain Line/ P&C Tamper 12hr shift	£11,400
T3	Plain Line/ P&C Tamper 8hr shift in train formation	£12,800
T4	Plain Line/ P&C Tamper 12hr shift in train formation	£15,200

SCHEDULE 7: CONTRACT VARIATION PROCEDURE

1. Without prejudice to paragraph 3 below, the cost of any Variation Order shall be agreed between the Parties taking account of the reasons why the Variation Order was required.
2. The Company may propose a variation by completing Appendix 1 (Form of Variation Proposal/Variation Order) of this Schedule 7 and supplying three (3) copies of it to the Supplier. Within five (5) Working Days of receipt, or such other time as may be agreed by the Company, the Supplier shall complete Part B of the Variation Proposal and shall supply two (2) copies of the Variation Proposal to the Company. The Company shall be entitled, at any time within twenty (20) Working Days of receipt, to instruct and authorise the Supplier to proceed with the variation on the terms so set out by each Party by completing and signing Part C of one (1) copy of the Variation Proposal (which, following such signature, will be referred to as a "Variation Order") and supplying such Variation Order to the Supplier. The relevant part(s) of this Framework Agreement or the relevant Call-Off Contract shall thereupon be varied accordingly.
3. For the avoidance of doubt, the Supplier shall carry out the variation in accordance with the Variation Order on the terms determined by the Company and such variation shall commence no later than five (5) Working Days (unless otherwise instructed by the Company) following receipt of the signed Variation Order by the Supplier. Where the terms are not agreed by the Supplier, or where the Supplier fails to provide Part B of the Variation Proposal to the Company within the timescales set out in paragraph 2 above, the variation shall be deemed to be agreed and the Supplier shall proceed, at the request of the Company, to implement the variation in accordance with the specified terms within five (5) Working Days (unless otherwise instructed by the Company of receipt of the original Variation Proposal by the Supplier. Where such Variation Order is disputed by the Supplier, the Supplier may refer this to the dispute resolution procedure pursuant to Schedule 14 (Dispute Resolution Procedure) but is required to implement the variation pending the outcome of the Dispute.
4. The Supplier may propose a variation, after requesting the issue by the Company of a Variation Proposal variation number, by completing Parts A and B of a Variation Proposal and supplying two (2) copies of it to the Company. The Company shall be entitled, at any time within twenty (20) Working Days of receipt, to instruct the Supplier to proceed with the variation on the terms so set out by the Supplier by completing and signing Part C of one (1) copy of the Variation Proposal (which, following such signature, will be referred to as a "Variation Order") and supplying such Variation Order to the Supplier. The relevant part(s) of this Contract shall thereupon be varied accordingly.
5. The Supplier may indicate in a Variation Proposal that the price is an estimated price but, if it does so, it shall supply a firm price to the Company in writing at least five (5) Working Days before the expiry of the time within which the Company is entitled to instruct the Supplier to proceed with the variation.
6. In all Variation Proposals, the Supplier shall ensure that:
 - 6.1 the price indicated by the Supplier is the full price and shall cover all costs associated with the variation;
 - 6.2 if appropriate, a range of prices is shown corresponding to the extent of the Services to be carried out; and

- 6.3 the Variation Proposal includes such further information as may reasonably be required by the Company.
7. In an Emergency, both Parties shall use their reasonable endeavours to expedite the actions permitted or required under the Contract Variation Procedure.
8. The Company will not accept any retrospective claims for additional work caused by a variation which has not been approved by the Company in accordance with the Contract Variation Procedure before the commencement of such additional work.
9. All authorised additional work resulting from any Variation Proposal shall be priced in accordance with any applicable rates set out in Schedule 4 (Prices and Charging Structure).
10. The Supplier shall at all times act reasonably and shall price each Variation Proposal at the least possible additional cost to the Company that it is reasonably and economically practicable for the Supplier to offer and which has the least possible impact on the terms of this Framework Agreement and the relevant Call-Off Contract, including but not limited to, the Specification.
11. Strict adherence to the procedure described in this Schedule 7 (Contract Variation Procedure) shall be a condition precedent to any addition to the Contract Price for the Services. If the Supplier does not adhere to each paragraph in this Schedule 7 then the Supplier shall not be entitled to any addition to the Contract Price notwithstanding that the Supplier may have supplied additional or varied Services.

APPENDIX 1: FORM OF VARIATION PROPOSAL/VARIATION ORDER

To:	From:
------------	--------------

[Call-Off Contract]/[Framework Agreement] Reference:
Variation Number:
Variation Title:

PART A (TO BE COMPLETED BY THE ORIGINATOR OF THE VARIATION ORDER)

Description of change:

Reason for changes and impact (if any) on Framework Agreement / Call-Off Contract:

Variation Proposal Authorised by:	Proposal Date:
--	-----------------------

PART B (TO BE COMPLETED BY THE SUPPLIER)

Price Breakdown Note: If a further breakdown is needed please append details as a separate sheet.	
---	--

Expected Delivery Date:

Supplier's Representative:

Print Name: Signature: Date:

Completed document to be returned to the Company's Representative

PART C (TO BE COMPLETED BY THE COMPANY'S REPRESENTATIVE)

Comment on Parts A and B:

Variation Authorisation

Company's Representative:

Print Name: Signature: Date:

SCHEDULE 8: HEALTH, SAFETY, QUALITY AND ENVIRONMENTAL REQUIREMENTS

SCHEDULE 8: HEALTH, SAFETY, QUALITY AND ENVIRONMENTAL REQUIREMENTS

PART A: HEALTH & SAFETY

1. Summary
2. Not Used
3. LUL Health & Safety (QUENSH)

PART B: QUALITY

PART C: ENVIRONMENTAL REQUIREMENTS

SCHEDULE 8 PART A: HEALTH & SAFETY

The Supplier shall be able to demonstrate, upon the Company's request that they have not been issued with any enforcement notices within the previous three years (improvement notices and prohibition notices) and have not been subject to prosecution for breaches of health and safety or environmental legislation.

The Supplier shall ensure that a copy of the Supplier's current HSE licence is submitted and updated as required for the duration of this Framework Agreement and any call-off contract. The Supplier has a duty to formally advise the Company if at any time this licence is withdrawn or restricted in any way

1. SUMMARY

1.1 POLICY

At all times the Supplier shall have and shall maintain an appropriate health and safety policy ("Health & Safety Policy") which outlines a commitment to the prevention of injury, ill health and continual improvement by establishing, implementing and maintaining a programme for achieving its objectives which includes:

- Designation of responsibility and authority for achieving objectives at relevant functions and levels
- The means and time-frame by which the objectives are to be achieved
- The objectives shall include commitments to the prevention of injury and ill health, compliance with applicable legal requirements and with other requirements to which the organization subscribes, and to continual improvement

The Supplier shall demonstrate commitment by ensuring the availability of resources essential to establish, implement, maintain and improve occupational health and safety.

1.2 ORGANISATION

1.2.1 Control

The Supplier shall define roles and allocate responsibilities and accountabilities to facilitate effective health and safety management and shall ensure that persons in the workplace take responsibility and are accountable for the aspects of occupational safety and health over which they have control.

1.2.2 Competency and Training

The Supplier shall ensure that any persons under its control are competent on the basis of appropriate education, training or experience. It shall provide training or take other action to meet these needs, evaluate the effectiveness of the training or action taken, and retain associated records.

The Supplier shall designate sufficient competent staff, subject to the approval of the Company's Representative or designated deputy, to support the Supplier to assist him them in undertaking the measures they need to take to comply with the requirements and prohibitions imposed upon them by or under the relevant statutory provisions as detailed in the Management of Health and Safety at Work Regulations 1999 regulation 7 or any subsequent amendments.

As a guide, the level of competency can be assumed to be a higher (Diploma level) qualification accredited by the Qualifications and Curriculum Authority or the Scottish Qualifications Authority.

1.2.3 Communication and Consultation

The Supplier shall establish, implement and maintain procedures for effective communication both internally and with other suppliers, visitors and interested parties.

The Supplier shall establish, implement and maintain a procedure for the participation of workers in respect of hazard identification, incident investigation and development and review of health and safety policies and objectives.

The Supplier shall consult and ensure workers are represented on occupational health and safety matters. Workers shall be informed about their participation arrangements, including who is their representative.

1.3 ARRANGEMENTS FOR ASSESSING AND MANAGING RISK

1.3.1 The Supplier shall issue health and safety procedures and associated documentation, the format and content of all documentation and procedures being subject to approval of the Company.

1.3.2 The Supplier shall establish, implement and maintain a procedure for the ongoing hazard identification, risk assessment, and determination of necessary controls. The Supplier's methodology for hazard identification and risk assessment shall be defined with respect to its scope, nature and timing to ensure it is proactive rather than reactive and provide for the identification, prioritization and documentation of risks and the application of controls. They shall be:

- When determining controls, the Principles of Prevention (detailed in the Management of Health and Safety at Work Regulations 1999, regulation 4) should be applied
- The contractor shall document the significant risks and display the assessment and method statement at point of works.
- The Supplier shall keep the results of hazard identification, risk assessments and control measures up-to-date

1.3.3 The Supplier personnel and any sub-contracted personnel shall hold a current and approved health and safety certification (for example an approved industry certification such as the CSCS card) in order to undertake works on anypart of the TfL Network and Sites . The Supplier shall appoint a person with overall responsibility for managing health and safety when undertaking operational maintenance activities and other associated property works including verification and certification works and the operation of a permit to work system.

1.4 MONITORING AND REVIEW

The Supplier shall review their safety management system at regular and planned intervals, and adjusted as necessary, to ensure that the objectives set in the Supplier's Health & Safety Policy are achieved.

1.4.1 The Supplier shall develop implement and maintain monitoring and measuring processes including but not limited to:

- Independent auditing
- Workplace inspections
- Regular meetings and communications at all levels
- Feedback to staff regarding health and safety concerns

1.4.2 Incident Investigation

The Supplier shall establish, implement and maintain a procedure to record, investigate and analyse safety incidents in order to:

- Determine the root cause of the incident (management failings) and the subsequent underlying occupational health and safety deficiencies/other factors that contributed to the incident
- Identify the need for corrective and preventative action and opportunities for continual improvement
- All incidents occurring on TfL premises are to be reported to the Company using the TfL Accident and Incident Reporting Systems
- In respect of serious incidents which have (or could have) resulted in significant injury or property damage and those incidents where enforcement authorities are involved or have been informed, the Supplier shall ensure that procedures exist to ensure that TfL are informed immediately
- The results of incident investigations shall be documented and maintained and reported to TfL at least quarterly

- The Supplier will fully cooperate and liaise with the Company's Representative and any other parties regarding investigation into incidents in compliance with the Company's requirements.

1.4.3 The Company reserves the right to stop any works, operations or actions of the Supplier's personnel or sub-contractors, if in the opinion of the Company or his representative, the manner in which these are being undertaken constitutes a risk to the safety and or health of persons or damage to property.

1.4.4 When establishing and reviewing its objectives, the Supplier shall consider its technological options, its financial, operational and business requirements, and the views of relevant interested parties.

1.5 AUDIT

1.5.1 The Supplier shall ensure that all processes in respect of safety and health are in place during the life of the contract are documented and made available for inspection and/or audit by the Company or its representatives at all times.

1.5.2 The Company shall have the right to conduct or commission an audit of the Suppliers' health, safety, quality, and environmental management system and activities at any time.

SCHEDULE 8 PART A: HEALTH AND SAFETY

2. NOT USED

SCHEDULE 8 PART A: HEALTH AND SAFETY

3. LUL HEALTH & SAFETY (QUENSH)

F0780 A18 Contract Menu

This Contract Menu must be used in conjunction with Category 1 Standard S1552 "Contract QUENSH Conditions"

Contract Menu

Contract No: _____
Contract Name Lot 3- Heavy Maintenance and Project Works (Haz Mats)
Client: Transport for London
Supplier: Econ Construction Limited

Principal Contractor: Yes No

Guidance

The menu is a tool which is used by the Client to identify conditions that apply to specific contracts and communicate these conditions to the Supplier.

How to complete the menu

- 1) The Client evaluates the scope of work and enters 'Y' or 'N' in the 'Identified by the Client' column of the menu against each condition selected as applicable or not applicable to the Contract. In the 'Other documents / comments' column the Client can make references to other documents which are supplementary information which is available although not contained within the QUENSH manual but should be considered by the Supplier when they review the conditions. Copies of any additional documents identified in the menu shall be made available to the Supplier. All documents referenced in the Menu shall be current issue, unless otherwise advised. This column can also be used to communicate information (comments) to the Supplier which may be of use to the Supplier when reviewing the conditions.
- 2) The Client fills in 'Client menu (Invitation to Tender)' section on the last page of the menu and issues the menu as part of the ITT.
 - a) The Supplier receives the ITT, evaluates the scope of work and, as a requirement of the tendering process, inserts 'Y' or 'N' in the 'Identified by the Supplier' column of the menu against each condition selected as being applicable. These selections may be different from those identified by the Client. Where the Supplier's selection differs from the Client's selection, a clear explanation of the reason for these differences shall be given by the Supplier. A reference to these explanations shall be put in the 'Reference to explanation' column on the menu.
 - b) The Supplier representative signs and dates the 'Supplier menu (Tender)' on the last page of the menu and submits it with the tender, for consideration by the Client.
 - c) Differences in the Client and Supplier menu selections will be discussed and resolved with the Client at subsequent tender review meetings. The agreed final version of the menu selections shall form a mandatory part of the Contract and shall be complied with by all Suppliers and their sub-contractors.
 - d) The menu shall be subject to project version and document control.

Queries on the menu

Any queries in relation to the Contract QUENSH Conditions selected on the menu are to be referred to the Client representative, see contact details/address on last page of the menu.

Contract menu

Requirements in QUENSH

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
4	Agreement of the applicable QUENSH contract conditions				
5	Supplier's selection of sub-contractors		Y	Y	
6	Identification of Safety Critical Activities		Y	Y	
7	Works Environmental Management		Y	Y	
8	Emergency Plan		Y	Y	
9	Method Statements		Y	Y	
10	Health, Safety and Environment File		Y	Y	
11	Pre-start LU health, safety and environment meeting		Y	Y	
12	Supplier's site induction		Y	Y	
13	Site Person in Charge		Y	Y	
14	Staff requirements		Y	Y	
14.1	Behaviours		Y	Y	
14.1.1	Alcohol and drugs		Y	Y	
14.2	Control of hours worked		Y	Y	
14.2.1	Working Time Regulations		Y	Y	
14.2.2	Fatigue		Y	Y	
14.3	Knowledge		Y	Y	
14.3.1	English language		Y	Y	
14.3.2	Access Card and Worksite Briefing		Y	Y	
14.3.3	Visitors to sites		Y	Y	
14.4	General competence		Y	Y	
14.4.1	Evidencing competence of safety critical staff		Y	Y	
14.4.2	Identification of safety critical staff		Y	Y	
14.4.3	Competent external safety critical personnel		Y	Y	

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Use in conjunction with [S1552](#)

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
14.4.4	Training		Y	Y	
14.4.5	Asset specific competence		Y	Y	
14.5	Medical requirements		Y	Y	
14.6	Identification of Suppliers staff		Y	Y	
14.7	Clothing		Y	Y	
15	Permits and licences		Y	Y	
15.1	LU specific permits and licences		Y	Y	
15.2	Permits, licences and certificates for Supplier's staff		Y	Y	
16	The Principles of Access		Y	Y	
16.1	Introduction		Y	Y	
16.2	Access to Stations		Y	Y	
16.3	Access to Track		Y	Y	
16.4	Access to depots		Y	Y	
17	Applying for Planned Access		Y	Y	
17.1	Introduction		Y	Y	
18	Applying for General Access		Y	Y	
18.1	Constraints that apply to Generic Access		Y	Y	
19	Access for fault repair		Y	Y	
20	Operational Assurance		Y	Y	
21	Closures and possessions		Y	Y	
21.1	Requirements for closures		Y	Y	
21.2	Requirements for possessions		Y	Y	
22	Controls at point of access		Y	Y	
22.1	Publication of works		Y	Y	
22.2	Checks at point of access		Y	Y	
22.3	Signing-on with the Station Supervisor		Y	Y	
22.4	Track specific requirements		Y	Y	
22.4.1	Person providing protection		Y	Y	

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Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
22.4.2	Possessions		Y	Y	
23	Removal of supplier's personnel from LU Premises		Y	Y	
24	Incidents		Y	Y	
25	Notification of regulatory concern or action		Y	Y	
26	Confidential Incident Reporting and Analysis System (CIRAS)		Y	Y	
27	Monitoring		Y	Y	
27.1	LU inspections		Y	Y	
27.2	Monitoring the supply chain		Y	Y	
27.3	Health, safety and environmental surveillance by the supplier's personnel		Y	Y	
27.4	Work location inspection and audit		Y	Y	
27.5	Timescales for rectifying non-compliances		Y	Y	
28	Radio transmitters and transceivers		Y	Y	
29	Mobile phones		Y	Y	
30	Knives		Y	Y	
31	Site health, safety and environment committee		Y	Y	
32	Site housekeeping and security		Y	Y	
33	Accidental damage, obstruction or interference with assets		Y	Y	
34	Delivery of materials		Y	Y	
35	Conveyance of loads		Y	Y	
35.1	Conveyance of loads on lifts and escalators		Y	Y	
35.2	Conveyance of hazardous materials and substances		Y	Y	
36	Asbestos (non asbestos removal projects)		Y	Y	
37	Working in or near lifts and escalators		Y	Y	
38	Work on or adjacent to utilities and High Voltage cables (buried services)		Y	Y	
39	Working on or about the track		Y	Y	
40	Access to electrical sub-stations, working equipment, relay and		Y	Y	

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Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
	other secure rooms				
41	Entering areas with gaseous fire suppression systems		Y	Y	
42	Fire prevention		Y	Y	
42.1	General requirements		Y	Y	
42.2	Temporary fire points		Y	Y	
42.3	Timber		Y	Y	
42.4	Composites		Y	Y	
42.5	Sheeting materials		Y	Y	
42.6	Gas cylinders		Y	Y	
42.6.1	Use of gas cylinders in below ground locations		Y	Y	
42.6.2	Storage of gas cylinders (above ground)		Y	Y	
42.7	Flammable and highly flammable materials		Y	Y	
42.7.1	Use of flammable and highly flammable materials below ground		Y	Y	
42.7.2	Storage of flammable and highly flammable materials below ground		Y	Y	
43	Hot work and fire hazards		Y	Y	
43.1	Hot work		Y	Y	
43.2	Reasonable notice of works		Y	Y	
43.3	Precautions		Y	Y	
43.3.1	Buildings and assets		Y	Y	
43.3.2	Gas cylinders		Y	Y	
43.3.3	Gas detection		Y	Y	
44	Storage		Y	Y	
44.1	General requirements for storage		Y	Y	
44.2	Trackside storage		Y	Y	
44.3	Hazardous materials and substances		Y	Y	
44.4	Allocation of space on operational property		Y	Y	
45	Plant and equipment		Y	Y	
46	Clearance approvals		Y	Y	

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