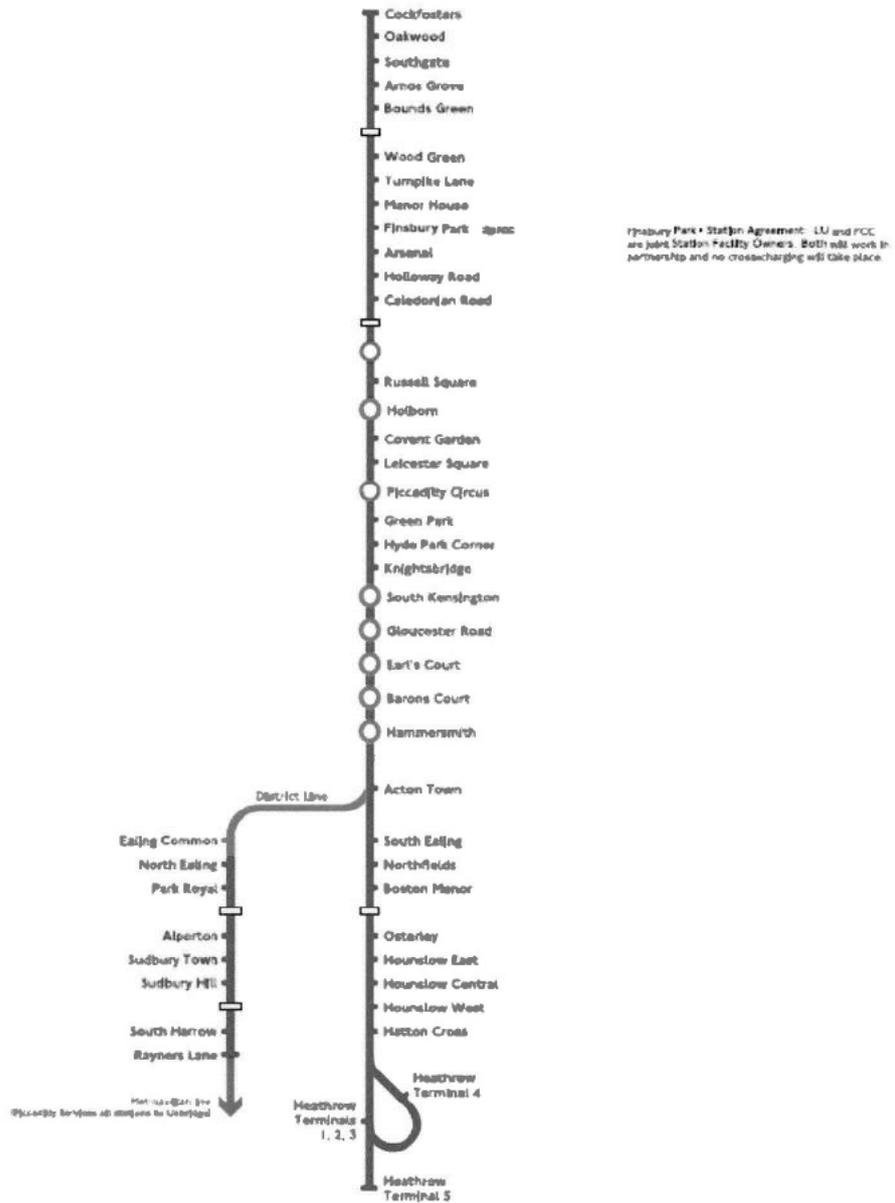


Piccadilly line



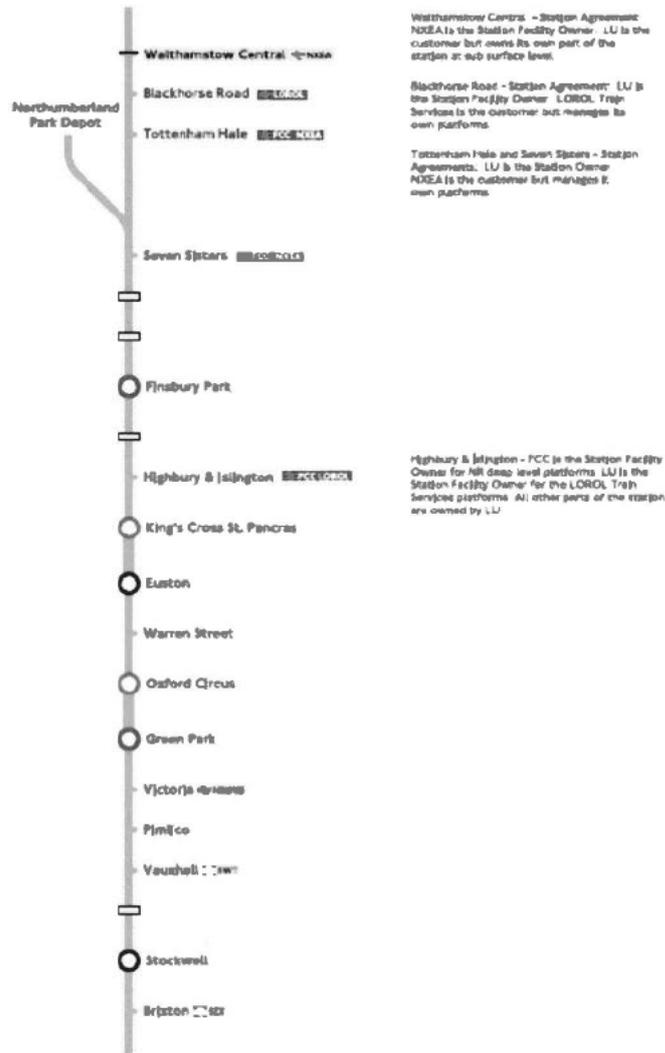
Network Rail, owners station with SFO may be other 'TOC's'
 TO3 Track Agreement
 Location of Track Agreement

Created 29 March 2017

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



	Network Rail owned station with SFO. May be other TOC's
	Track Agreement
	Location of Track Agreement

Created: 30 March 2017

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 6: Cancelled 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>(shift 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:	TAC Ref. No:		
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.)	Contractor	Ops in work Party (no.)
Cause of Lost Time / Shift <small>(mandatory)</small>					
Engineers Train Y/N	Train ref. no.	Was train published in ENLA?	If so, which no?	Was Train published in Eng Notice?	If so, which no?
	Reason for late running (if known)				
Passenger Train Y/N	Train ref. no.	Line	Direction (circle one) SB / NB / EB / WB	Destination	
	Reason for late running (if known)				
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

SCHEDULE 6: CONTRACT VARIATION PROCEDURE AND ADDITIONAL WORKS

Part A – 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/ Order) of this Part A 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 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 must be 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;

BUNDLE 3 LOT 1: M&E: MARCH 2017

- 6.3 the Variation Proposal details the effect, if any, on the Target Cost, reasonably incurred by the Supplier as a direct consequence of the Variation;
- 6.4 the Variation Proposal details the build-up to assessed effect (if any) on the Target Cost using a quantified Defined Cost estimate;
- 6.5 the Variation Proposal details the effect on the current Target Cost Breakdown and the Target Cost by submitting a new Target Cost Breakdown and new tables showing the proportion of Target Cost by Period and by Contract Year; and
- 6.6 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 2 (Payment).
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 Contract, including but not limited to, the Specification and the Programme.
11. Strict adherence to the procedure described in this Schedule 6 Part A shall be a condition precedent to any addition to the Target Cost or amounts payable to the Supplier for the Services. If the Supplier does not adhere to each paragraph in this Schedule 6 Part A then the Supplier shall not be entitled to any addition to the Target Cost or amounts payable to the Supplier notwithstanding that the Supplier may have supplied additional or varied Services.

APPENDIX 1: FORM OF VARIATION PROPOSAL/VARIATION ORDER

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

Contract 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 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:
--------------------------	-------------------------	--------------------

Part B – Additional Works

SCHEDULE 6 PART B

ADDITIONAL WORKS

Part 1

Definitions

Additional Works means the provision, on a temporary and/or ad hoc basis, of any additional:

- (a) asset replacement or other remedial works or minor works; and/or
- (b) labour, in excess of any of the quantities set out in the Specification, to provide services which relate to the type and nature of the general scope of the Services but which are outside of the specific scope of the Services;

Additional Works Notice means a request for Additional Works from the Company that states on its face that it is an Additional Works Notice;

Additional Works Rates means the rates to be applied in respect of any request from the Company for Additional Works as contained in Schedule 2 (Payment);

Revised Additional Works Notice has the meaning given to it in paragraph 2.4 of Part 2 of this Schedule 6 Part B.

SCHEDULE 6 PART B

ADDITIONAL WORKS

Part 2

Additional Works

1. **Additional Works Notice**

1.1 Where Additional Works are required by the Company, the Company shall submit to the Supplier an Additional Works Notice.

2. **Supplier Response and Company Confirmation**

2.1 Within five (5) Working Days of receipt of the Additional Works Notice, the Supplier shall confirm in writing to the Company as relevant and in accordance with this Part 2:

2.1.1 the cost of performing the required Additional Works;

2.1.2 the time period for performing the Additional Works; and

2.1.3 when it is proposed the Additional Works are to be carried out.

2.2 The cost of implementing the required Additional Works shall be calculated by reference to paragraph 3 of this Part 2.

2.3 Other than the costs referred to in paragraph 2.2 of this Part 2 the Supplier shall make no charge to the Company for processing, implementing or managing Additional Works.

2.4 The Company may object in writing within five (5) Working Days of receipt of the Supplier's confirmation pursuant to paragraph 2.1 of this Part 2 to any part of that confirmation and in such circumstances the Parties shall act reasonably to agree as soon as practicable how the Additional Works are to be implemented. In the event that the parties cannot reach agreement within ten (10) Working Days (unless otherwise instructed by the Company), the Company shall have sole discretion to determine the terms and such terms shall be notified to the Supplier in a revised Additional Works Notice (the "Revised Additional Works Notice").

2.5 Where the Company accepts the information provided by the Supplier pursuant to paragraph 2.1 and following receipt of an instruction by the Company to proceed with the Additional Works, the Supplier shall then carry out the Additional Works in accordance with the agreed Additional Works Notice or Revised Additional Works Notice (as applicable).

2.6 Notwithstanding the right of the Supplier to refer a Dispute in relation to an Additional Works Notice to the dispute resolution procedure pursuant to Schedule 14 (Dispute Resolution Procedure), in the event of a Dispute, the Supplier is required to implement the Additional Works pending the outcome of the Dispute.

3. Pricing of Additional Works

For the purposes of paragraph 2.2 of this Part 2, the cost of implementing any Additional Works shall be calculated in accordance with the calculation set out in Schedule 2 (Payment) and on the basis that:

- 3.1 wherever practicable the Supplier shall procure that such works are carried out by existing on-site and suitably qualified Supplier Personnel and no labour element shall be charged to the Company in respect of such works. Where such Additional Works are not carried out by existing on-site and suitably qualified Supplier Personnel, the cost of the labour element shall be calculated in accordance with the Additional Works Rates or, where such rates are not applicable, in accordance with rates which are fair and reasonable;
- 3.2 subject to paragraph 3.3, the materials element shall be charged at the cost of materials to the Supplier or to the contractor carrying out the work (net of all discounts) and there shall be no management fee, margin, overhead, contingency or other cost applied in relation thereto.; and
- 3.3 an uplift of ■■■% shall be payable by the Company to the Supplier in respect of the Additional Works.

4. Implementation

- 4.1 The Supplier shall perform the required Additional Works so as to minimise any inconvenience to the Company and within the timescales specified in the confirmation provided pursuant to paragraph 2.1 of this Part 2 (or agreed by the parties pursuant to paragraph 2.4 of this Part 2).
- 4.2 The Supplier shall notify the Company when it believes the Additional Works have been completed.
- 4.3 Where the Supplier has either:
 - 4.3.1 failed to provide a response pursuant to paragraph 2.1 of this Part 2; or
 - 4.3.2 failed to fully implement the Additional Works within ten (10) Working Days of the date that has been determined or agreed in accordance with paragraph 4.1 of this Part 2 as being the date on which the Additional Works should have been implemented,

then the Company shall be entitled to exercise its rights pursuant to Schedule 12 (Performance Measurement).

5. Payment

- 5.1 Where the Additional Works have been performed to the satisfaction of the Company acting reasonably the Supplier shall include the costs of the relevant Additional Works in its next following Payment Application submitted pursuant to Clause 18.1 following completion of the relevant Additional Works.
- 5.2 All amounts payable in respect of Additional Works shall be invoiced and paid in accordance with the procedure described in Clause 18 of this Contract.

6. Documentation and Monitoring

- 6.1 No due diligence (whether funder, legal, technical, insurance or financial) shall be required in relation to Additional Works unless otherwise agreed between the parties.
- 6.2 Unless otherwise agreed between the parties, no changes shall be made to this Contract as a result of Additional Works, save for the encompassing of the subject matter of the Additional Works within the Specification.
- 6.3 The Supplier shall keep a record of all Additional Works processed, completed and outstanding and shall provide the Company with a copy of that record whenever reasonably required by the Company.

7. Disputes

Any Dispute may be referred by either party for resolution pursuant to Schedule 14 (Dispute Resolution Procedure), but the Supplier shall, nevertheless, be required to perform the Additional Works within the prescribed timescales notwithstanding the Dispute, where such Dispute concerns the cost of the Additional Works.

8. Applicability of the Contract

In providing the Additional Works, the Supplier shall comply with the requirements of the Contract and (save to the extent the contrary is expressly set out in this Schedule that is agreed or determined in accordance with the Contract) any provisions in the Contract which impose obligations on the Supplier in respect of the provision of the Services shall apply equally to the provision of the Additional Works.

SCHEDULE 7: HEALTH, SAFETY, QUALITY AND ENVIRONMENTAL REQUIREMENTS

SCHEDULE 7: 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 7 PART A: HEALTH & SAFETY

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 any part 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.