

carried out on any of the Sites, Supplier Personnel shall contact the Supplier's Representative and obtain a permit to work/access as necessary.

Permit to work systems shall include, but shall not necessarily be limited to:

- a) electrical systems;
- b) boilers and pressure systems;
- c) hot works;
- d) confined spaces; and
- e) certain working over water tasks.

Permit to access systems shall include, but shall not necessarily be limited to:

- a) access to ceiling voids in buildings;
- b) roof access; and
- c) restricted drains access. The Supplier shall note that a number of drains on the Sites are considered hazardous and any permit to access must be agreed in advance with the Company.

35.6 Electrical Services

The Supplier shall seek information on electrical integrity of the Sites or supplies and their isolation from the Company's Representative.

35.7 Working at Height

Prior to any roof construction or repair being undertaken, the Supplier shall consult with the Company's Representative with regards to the ability of a given roof to bear maintenance loads and foot traffic prior to carrying out the works.

Properly tended and secured ladders may be used if the job is one-off and does not involve 2-handed working at height. For a job which requires frequent ascent/descent, which takes more than 30 minutes or requires two handed working, proper, purpose-designed platforms shall be used by the Supplier.

35.8 Plant Rooms

The Supplier shall only enter plant rooms with the authority of the Company's Representative.

Works on the sewage systems and electrical distribution boards shall only be carried out by specialist Supplier Personnel.

Where isolation of the fresh water and sewage discharge systems is required, the Supplier shall consult with the Company's Representative prior to carrying out the works.

36 Temporary Works

The Supplier shall:

- 1) provide, maintain and remove, on expiry (or earlier termination) of the Contract, all temporary works needed for performance of the Services under the Contract;
- 2) submit detailed design drawings, calculations and specifications for all temporary works to the Company for acceptance;
- 3) ensure that designs are submitted at such times as agreed with the Company;
- 4) design all temporary structures to carry the loads they are required to support;
- 5) modify the detailed design drawings, calculations and specifications for temporary works, if required by the Company;
- 6) note that acceptance by the Company of the detailed drawings of temporary structures in no way relieves the Supplier of any responsibility under the Contract; and
- 7) the duration of the work shall be agreed with the Company.

37 Vehicles Carrying Out Mobile Works On or Adjacent to the Public Highway

The Supplier shall equip all vehicles carrying out mobile works on or adjacent to the public highway with:

- 1) a “roof-mounted” floodlight capable of providing adequate illumination of the Site; and
- 2) at least one “roof-mounted” lighting bar or flashing yellow lights which should only be activated when the vehicle is parked at a Site.

All works on the highway shall comply with the requirements of the Safety at Street Works and Road Works Code of Practice as a minimum.

38 Work on Piers

38.1 Risk Assessments and Method Statements for Piers

Risk assessments and method statements for works on piers shall reflect the unusual nature of the pier environment; recognising:

- 1) piers are floating pontoons on tidal water, surrounded by water that can be fast flowing and are subject to movement (sometimes quite sudden) caused by boat operations;
- 2) there is a risk of falling in the water when working outside the pier edge barriers (guard rails);
- 3) the river is used by a large number of commercial vessels which can create hazards close to the piers;

- 4) piers are accessible to boat operators and the public during operational hours and can often have large numbers of tourists and commuters passing along them (which may include non-English speakers, children and people with disabilities);
- 5) piers have limited access via ramps/brows that vary in angle of ascent/descent throughout the day;
- 6) piers contain confined spaces and plant rooms with restricted access and egress and potential risks from depleted or hazardous atmospheres;
- 7) most of the piers have unprotected roofs requiring fall prevention measures;
- 8) as a working environment, piers have a higher than average number of trip and snagging hazards; and
- 9) rats and mice live in the river walls and regularly appear on the piers, creating the potential for infections and diseases.

38.2 Induction to Piers

Before working on piers for the first time, all Supplier Personnel must have a site induction from the duty Pier Controller to familiarise them with the specific hazards associated with the piers. The "London River Services (LRS) Guide to Contractors" forms the main part of the induction and relevant Supplier Personnel are expected to familiarise themselves with the content prior to starting work. Copies will be supplied by the Company. Additional information or site tours will be provided as deemed necessary by the Pier Controller on duty or the Piers Manager.

38.3 Authorisation to Work on piers

Before starting work on LRS property, the Supplier shall obtain an authorisation to work from the Company. The Company shall indicate the duration of the authorisation.

When working on unmanned piers, Supplier Personnel are to telephone the LRSoffice on 0207 941 2400 to inform LRS staff of the start and completion of work. When working on a manned pier, the Pier Controller must be informed before work starts and when work has finished.

For emergency work and call outs to unmanned piers, authorisation may be given verbally by phone. The Supplier shall inform the Company of any hazards which may be created by the work.

38.4 Access to Offices at Piers

The Supplier shall not enter the offices at Tower, Westminster and Embankment piers without the permission of the Pier Controller and the tenant of the office.

38.5 Pier Keys

The Supplier shall return all keys to the Pier Controller or Piers Manager when jobs are completed or when leaving the Site.

38.6 Security of Piers

To minimise the risk to the public and in particular children from the river, the Supplier shall ensure that the boat access (barrier) gates are kept shut at all times. If it is necessary to have a gate open for the movement of materials, a member of suitably trained Supplier Personnel must be stationed at the gate to prevent public access to the water's edge.

38.7 Specific Storage Restrictions on Piers

The deck areas are not suitable for long term storage of materials and could present a slip/trip hazard to pier users and an obstruction to moorings and emergency escape routes. If storage on the deck is required by the Supplier, it must be by agreement of the Piers Manager and suitably guarded from the public at all times.

38.8 Confined Spaces on Piers

The Supplier shall manage entry into ballast tanks and other compartments on piers signed as confined spaces as confined spaces. Pier voids or tanks shall not be used for combustible material storage.

38.8.1 Additional Fire Watch Precautions on Piers

Particular attention must be paid by the Supplier to the other side of a steel bulkhead where welding is taking place.

38.9 Emergency Procedures on Piers

38.9.1 General Emergency Arrangements for Piers

In an emergency at a manned pier, the Supplier shall contact the Pier Controller, providing details of the incident type, location and nature of any injuries. At all other times, and on unmanned piers, the Supplier shall use the Emergency Call Point and call 999 and ask for the required emergency service.

38.9.2 Fire Procedures While Working at a Pier

On arrival at the pier:

- 1) If the pier is manned, the Supplier must contact the LRS Pier Controller.
- 2) If the pier is unmanned, the Supplier must familiarise itself with the fire exits, escape routes, emergency call points/alarm points and location of any fire fighting equipment.

38.9.3 Unmanned Piers - Action to be Taken on Discovering/Starting a Fire

The Supplier shall ensure that all parties working on piers are aware of the following emergency arrangements for unmanned piers:

- 1) shout "fire" loudly;
- 2) sound the pier fire alarm by breaking the glass at the fire alarm point;

- 3) if there are boat operators/staff on the pier, inform them immediately;
- 4) leave the pier by the nearest safe brow;
- 5) call the fire service by dialling 999, stating "Fire on (Name of) pier"; and
- 6) when all Supplier Personnel are safely off the pier and the emergency services have been informed, call LRS so that passenger services can be made aware of the issue and LRS staff can attend the scene.

38.9.4 Action on Hearing the Fire Alarm on Manned Piers

When the fire alarm sounds continuously, if it is safe to do so, the Supplier shall close all the windows in the work area and switch off all electrical apparatus in the work area.

The Supplier shall immediately evacuate their personnel to the fire assembly point via the brows (gangways) located near the centre of most piers. The Supplier shall report to the Pier Controller and either provide confirmation of the safe evacuation of Supplier Personnel or notify the Pier Controller of any Supplier Personnel who are unaccounted for.

If the Supplier considers that its actions have resulted in the alarm being sounded, following the evacuation, this shall be reported immediately to the Pier Controller. (On a smoke or heat detector, this will be confirmed by an illuminated red indicator and can only be reset from the main control panel).

Depending on circumstances at manned piers, the Pier Controller may arrange evacuation by boat. The Supplier shall follow the instructions of the Pier Controller at all times.

The Supplier shall not attempt to re-enter the pier until authorised by the senior fire officer or Pier Controller.

38.9.5 Medical Assistance on Piers

In the event of an emergency, the Supplier shall inform the Pier Controller if the pier is manned and then telephone 999 for an ambulance or the fire and rescue service at the pier.

The Supplier is required to make its own arrangements. Where this is not possible, the Company must be informed and agreement on first aid provision reached.

38.9.6 Spillage on Piers

The Supplier shall report any spillage to the Pier Controller.

38.10 Person accountable for the document

Person accountable for the document
Catherine Behan - Head of H&S – Surface Transport

38.11 Document history

Edition	Date	Changes	
A1	April 2016	1 st issue	CB
A1	May 2016	2 nd issue	CB. NH

SCHEDULE 7 PART A: HEALTH AND SAFETY

3. Not Used

SCHEDULE 7 PART B: QUALITY

1. Records

- 1.1 The Supplier shall maintain such records that are specified by the Company, or required under legislation, and this shall include (as a minimum):
- 1.1.1 details of any non-compliance against any Standard;
 - 1.1.2 records of audits and site inspections;
 - 1.1.3 records of the qualifications, competence and training of staff;
 - 1.1.4 quality assurance inspections conducted (including the identity of the inspector concerned);
 - 1.1.5 equipment test calibration and verification checks conducted (including the identity of the inspector or tester concerned);
 - 1.1.6 process and manufacturing data relating to the Contract, including an audit trail for material or component identity, source and status; any process, inspection or test activity so directed by special instructions or any contract quality plan invoked by the Contract (including those set out in paragraph 6.1 of this Schedule 7 Part B (Quality));
 - 1.1.7 non-conforming service or product records;
 - 1.1.8 records of all related incoming and outgoing certificates of conformity and associated release documentation;
 - 1.1.9 records of tender and contract reviews; and
 - 1.1.10 the Supplier's policy with regard to quality.

2. Retention Period

Records shall be retained by the Supplier for a minimum of twelve years unless otherwise specified by the Company, or for any longer period as required by Applicable Laws.

3. Availability of Records for Inspection

The Supplier shall make all such records available to the Company within three (3) Working Days of any request by the Company.

4. Statistical Process Control, Audit and Inspection Procedures

Where, for quality management purposes, statistical process control procedures, audit or inspection procedures are adopted, full details of the proposed procedures used by the Supplier are to be submitted to the Company for approval prior to implementation.

5. General Quality Requirements

5.1 The Supplier shall:

- 5.1.1 appoint member(s) of its management team who, irrespective of other responsibilities, have defined authority which includes:
 - 5.1.2.1 ensuring that a quality management system is implemented and maintained;
 - 5.1.2.2 reporting to senior management on the performance of the quality management system, including any areas for improvement;
 - 5.1.2.3 ensuring awareness of customer requirements throughout the Supplier; and
 - 5.1.2.4 liaison with customers on matters relating to the Supplier's management system that result from auditing or non conformances;
- 5.1.2 ensure that during internal processing and final delivery of a product or Service to the intended destination, that the identification, packaging, storage, preservation and handling do not affect conformity with that product or Service requirements;
- 5.1.3 not proceed past "hold points" until all the specified activities have been satisfactorily completed and the related documentation is available to and authorised by the Company;
- 5.1.4 following receipt of a rejection, take immediate action to inspect all stocks and work in order to assess risk and loss and advise the Company of the findings;
- 5.1.5 take preventative action to avoid a recurrence of the non-conformities;
- 5.1.6 immediately inform the Company when the Supplier has reason to suspect non-conformities with previously supplied products or Services;
- 5.1.7 be responsible for ascertaining the cause of and responsibility for non-conformance, and for taking suitable corrective action to prevent reoccurrence;
- 5.1.8 document all corrective actions undertaken by the Supplier;
- 5.1.9 ensure that its supply chain work to correct practices, including accepted documentation defining the techniques to be used, workmanship criteria, safety of others (including the public), health precautions, plant and equipment to be used and training and licensing requirements;
- 5.1.10 ensure that the works comply with any manufacturer's recommendations, instructions and guidelines, unless otherwise directed by the Company;

- 5.1.11 operate and maintain all plant, equipment and processes in accordance with the relevant manufacturer's or supplier's specification or procedures, unless otherwise directed by the Company;
- 5.1.12 take all necessary steps to identify, recall, re-inspect and replace any equipment or parts which have been inspected using inspection, measuring or test equipment whose calibration is found to be defective or unknown;
- 5.1.13 store and protect inspection, measuring and test equipment and materials to prevent misuse, damage and deterioration;
- 5.1.14 ensure that all equipment bears an identification of its calibration or maintenance status, in a manner that clearly indicates it is within the calibration or maintenance period; and
- 5.1.15 deliver all Services, technical and non-technical, in accordance with the Specification and relevant ISO standards.

6. Quality Plan

6.1 The Supplier shall:

- 6.1.1 provide a recognised Quality Management Plan (as required pursuant to Schedule 21 (Contract Management)) and Quality Assurance and Management System applicable to the compliant delivery of the Services, certified to the BS EN ISO 9001 2015 standard, or equivalent, by a United Kingdom Accreditation Service ("UKAS") (or equivalent accredited certification body);
- 6.1.2 have in place a Quality Management Policy to the standard of BS EN ISO 9001, or equivalent; ensure the Quality Management Plan and Quality Assurance and Management System applied to this Contract shall be annually and independently audited and verified by a UKAS accredited body. This applies equally to environmental management, health and safety, and any other which may be included in the Contract or which may be introduced at any time;
- 6.1.3 oversee all activities and tasks needed to maintain optimisation and delivery of the Services. This includes creating and implementing quality planning and assurance, as well as quality control and quality improvement. The Supplier shall ensure that the Quality Management Plan demonstrates the Supplier's process control system as required for the Contract. It shall include the practice and fundamental principles of Total Quality Management ("TQM") including: plan, do, check act;
- 6.1.4 ensure the Quality Management Plan shall be operated by the Supplier throughout the duration of the Contract and the Supplier shall maintain and periodically revise the Quality Management Plan as required (and in accordance with Schedule 21 (Contract Management)) and provide it in its amended form to the Company each time it is amended; and
- 6.1.5 have in place a robust audit regime to ensure optimisation of quality and standards of the delivery of the Services.

6.2 The format of the Quality Management Plan shall be determined by the Company and should be developed in accordance with BS ISO 10005:2005 (Guidance on Quality Plans).

7. Testing and Inspection

7.1 When required by the Company, the Supplier shall:

- 7.1.1 demonstrate to the Company's satisfaction that acceptance sampling techniques are utilised and such sampling shall meet the requirements of BS 6001- 1:1999/ISO2858: 1999; BS6001-2:1993/ISO2859:1985; BS6001-3: 2005 and BS6001-4:2005/ISO2859-5: 2005 "Sampling procedure for inspection by attributes";
- 7.1.2 identify which sampling plan the Supplier intends to apply to the Contract and forward it to the Company for approval;
- 7.1.3 reference the sampling once it has been approved in all relevant Quality Management Plans submitted to the Company;
- 7.1.4 be prepared to revert to 100% inspection in such cases where the failure rate exceeds the level of acceptance identified within the sampling plan;
- 7.1.5 prepare for the approval of the Company an inspection and test plan which shall include such hold points agreed with the Company; and
- 7.1.6 maintain sampling inspection records in accordance with the Company's requirements.

8. Certification of Conformity

8.1 The Supplier shall:

- 8.1.1 provide (for the Company) certificates of conformity for the Services and products that include:
 - a) the Supplier's name and location address;
 - b) the Supplier's full company name and manufacturing address, if different to the above;
 - c) the Company's supplier rating system number;
 - d) the unique certificate reference number and date of certificate;
 - e) details of valid third party approvals applicable to the Services provided and the establishment providing the Services to the Company;
 - f) the Company's contract reference and, if applicable, quality plan number;
 - g) a full description and quantity of supplies, including specification, drawing number and issue numbers and British, EC or relevant standards applicable;

- h) identification marks and serial numbers as appropriate;
- i) details of authorised non conformities, Company concession or production permit references and a full statement of authorised deviations, operations or processes not conducted; and
- j) for all materials (raw or finished):
 - i. cast and/or batch number(s);
 - ii. test report reference and, if called for, copies of test results and additionally for metallic materials;
 - iii. the condition of the material despatched;
 - iv. recommended heat treatment if the material is being delivered not in a final use condition;
 - v. chemical analysis and/or mechanical testing certificates;
 - vi. inspection stamp and/or authorising signature;
 - vii. details of packaging and transportation where appropriate;
 - viii. country of origin (EC requirement);

- 8.1.2 ensure that all certificates include one of the following statements of conformity signed by an authorised signatory, on behalf of the Supplier:
 - (a) for supplies from a manufacturer, the format shall be “Certified that the whole of the supplies detailed hereon have been inspected and tested, and (unless otherwise stated) conform in all respects with the requirements of the Contract”;
 - (b) for supplies from an agent, stockist or distributor (i.e. where the Supplier is not the manufacturer) the format shall be “Certified that the whole of the supplies detailed hereon have been inspected and tested and (unless otherwise stated) conform in all respects with the requirements of the Contract”; and
 - (c) for services the format shall be “Certified that the services detailed hereon have been inspected and tested, and (unless otherwise stated) conform in all respects with the requirements of the Contract”;
- 8.1.3 provide a copy of the Supplier's authorised signatory list, showing as a minimum, name, job title, signature, designated authority level at the Commencement Date;
- 8.1.4 ensure that any certification from Sub-Contractors for parts or Services related to the Contract accompanies the Supplier's certificate of conformity;
- 8.1.5 agree with the Company a certificate of conformance for use where projects or part projects are handed over;

8.1.6 include in the certificate of conformance a "Statement of Design Performance" where design work is provided; and

8.1.7 provide statutory test certificates, where applicable.

9. Quarantine

The Supplier shall provide secure quarantine storage for the storage of materials and products that are the subject of investigation regarding their conformance or non-conformance.

10. Traceability

The Supplier shall ensure that all the materials to be incorporated into the Services or works delivered to the Sites are controlled at installation and are able to be traced to the manufacturer, unless indicated otherwise by the Company.

11. Maintenance and Servicing

The Supplier shall provide the Company with written details of how its arrangements for maintenance and servicing will ensure the reliability, maintainability, durability and serviceability of the assets.

12. Design

12.1 In respect of LUL only, no person shall change the design of any engineering or training system for the installation, operation and maintenance of infrastructure equipment without complying with LU Standard 1-538 (Assurance).

12.2 The Supplier shall:

12.2.1 operate a change control system so that the appropriate issue of drawings, technical specifications, training material and current deviations and concessions, including customer supplied standards, can be readily determined at all times;

12.2.2 ensure that all design changes and modifications are identified, documented, reviewed and approved by the Company prior to implementation;

12.2.3 record the results of all design assessments and hand over such records to the Company;

12.2.4 appoint or nominate a design authority for each design; and

12.2.5 ensure that designers hold BS-EN-ISO-9001 certification relevant to the Services or, if the design Supplier is not certificated to BS-EN-ISO 9001, a documented management system which includes design shall be required.

13. Computer Aided Design

The Supplier shall provide computer aided designs in a style, format and software as specified by the Company.

14. Asset Commissioning and Handover

- 14.1 No project shall be considered complete unless the Company agrees it has in its possession complete and final information deliverables specified within the project contract documents.
- 14.2 As a minimum, these shall include:
 - 14.2.1 as-built drawings;
 - 14.2.2 installation drawings;
 - 14.2.3 O&M documents;
 - 14.2.4 warranty documents;
 - 14.2.5 commissioning certificates; and
 - 14.2.6 handover certificates.

SCHEDULE 7 PART C: ENVIRONMENTAL REQUIREMENTS

Definitions

“BREEAM” means the Building Research Establishment Environmental Assessment Method.

“BREEAM New Construction Infrastructure (Pilot)” means the Building Research Establishment Environmental method and assessment pilot Scheme

“CEEQUAL” means the Engineering Environmental Quality Assessment and Award Scheme.

“Congestion Charge” means the fee charged on most motorised vehicles operating within a defined charge zone in London under a scheme managed by TfL.

“Environmental Management System” or **“EMS”** has the meaning given to it in paragraph 1.2 of this Schedule 7 Part C (Environmental Requirements).

“Environmental Management Plan” or **“EMP”** has the meaning given to it in paragraph 1.3 of this Schedule 7 Part C (Environmental Requirements).

“Green Infrastructure” or **“GI”** has the meaning given to it in Schedule 3 (Specification) and is set out within Appendix A (Services Matrix) of Schedule 3 (Specification).

“Pollution Response Plan” or **“PRP”** has the meaning given to it in paragraph 8.5 of this Schedule 7 Part C (Environmental Requirements).

“Site Noise and Vibration Evaluation and Control” means the process set out in Appendix 3 to this Schedule 7 Part C (Environmental Requirements).

“Surface HSE Policy” means the policy set out in Appendix 1 to this Schedule 7 Part C (Environmental Requirements).

“TfL Corporate Environment Framework” means the policy set out in Appendix 2 to this Schedule 7 Part C (Environmental Requirements).

“TfL Specialist Services HSE Policy” means the policy set out in Appendix 1 to this Schedule 7 Part C (Environmental Requirements).

“Waste Management Plan” or **“WMP”** has the meaning given to it in paragraph 7.2.1 of this Schedule 7 Part C (Environmental Requirements) and as set out in Appendix 5 to this Schedule 7 Part C (Environmental Requirements).

1. Section 1

1.1. Introduction

- 1.1.1. The Mayor wants London to be recognised as a world leader in improving the environment, locally and globally. The Greater London Authority ("GLA") has published a number of detailed strategic aims on air quality, water, waste, climate change adaptation, and climate change mitigation and energy. These build on the GLA's "Leading to a Greener London" document¹, published in 2009, which sets out London's aim to be one of the greenest cities in the world. There is an ambition to cut London's carbon emissions by 60% by 2025.
- 1.1.2. More specifically, the Company has set the following targets within the TfL Corporate Environment Framework (set out in Appendix 2 to this Schedule 7 Part C (Environmental Requirements)), to help achieve the Mayoral goals:
 - 1.1.2.1. the Company will contribute towards achieving the Mayor's target of a 60 per cent reduction in CO₂ emissions by 2025 (against a 2013 baseline) by aiming for a 40 per cent cut in TfL CO₂ emissions;
 - 1.1.2.2. the Company will further reduce the amount of carbon emitted per passenger journey by cutting emissions of CO₂ per passenger kilometre by 40 per cent by 2025 (against a 2013 baseline);
 - 1.1.2.3. the Company will seek to support the Mayor's air quality targets for London by delivering a 50 per cent reduction in NOx emissions from the bus fleet by 2020, against a 2013 baseline;
 - 1.1.2.4. the Company will reduce particulate matter ("PM") emissions from the bus fleet by 25 per cent by 2020, against a 2013 baseline; and
 - 1.1.2.5. the Company will reuse, recover and recycle 99 per cent of non-hazardous waste by 2031. The Company will set interim targets to achieve this and will use 30 per cent of non-hazardous waste specifically for energy from recovery.
- 1.1.3. The Company expects the Supplier to play a leading role in helping the Company achieve its current and future environmental objectives and targets, to ensure the delivery of all current and future Mayoral policies and strategies relevant to the Company.

¹ <http://www.london.gov.uk/priorities/environment/vision-strategy/leading-to-a-greener-london>

1.2. Environmental Management System

1.2.1. The Supplier shall have in place an environmental management system ("EMS") that is bespoke to the Contract and which, as a minimum, meets the requirements set out below:

1.2.1.1. the EMS shall be certified to the BS EN ISO14001 standard, or equivalent standard, by a United Kingdom Accreditation Service ("UKAS") (or equivalent) accredited certification body or the Supplier shall have an environmental management policy, and also an independently audited EMS to the standard of BS EN ISO14001, or equivalent;

1.2.1.2. the Supplier shall carry out environmental aspect and impact assessments to identify all potential environmental aspects and impacts related to its activities, products and services it delivers and the Supplier shall provide details of any necessary environmental control measures to the Company. These are included in risk and benefit identification, control and mitigation measures outlined in designs and safe systems of work for any element of the works forming part of the Services;

1.2.1.3. the Supplier shall review the environmental aspect and impact assessments as a minimum once a year, but must ensure they, and any associated control and mitigation measures, remain pertinent to the works forming part of the Services; and

1.2.1.4. the EMS shall be consistent with and support the principles of the Rail and Underground HSE Policy, set out in Appendix 1 and the Company's Corporate Environment Framework set out in Appendix 2 to this Schedule 7 Part C (Environmental Requirements).

1.3. Environmental Management Plan

1.3.1. As part of the EMS, the Supplier shall develop, implement and maintain a contract specific environmental management plan ("EMP") (in accordance with the requirements of Schedule 21 (Contract Management)) for the delivery of the Services, to be submitted to and approved by the Company's Representative within three (3) months of the Commencement Date.

1.3.2. The EMP shall be updated annually and not later than on each anniversary of the Commencement Date.

1.3.3. The Supplier shall make the EMP available to the Company for regular review (but not less than annually) at the Quarterly Review meetings and Annual Strategic Review meetings held in accordance with Schedule 21 (Contract Management).

1.3.4. Within the EMP, the Supplier shall demonstrate its contribution towards delivering the Company's environmental objectives including, but not limited to, how the Supplier shall:

- 1.3.4.1. ensure environmental aspects are considered and incorporated in to its activities;
- 1.3.4.2. use partnership working on environmental matters (for example, regulators, environmental bodies, industry groups, client and supply chains);
- 1.3.4.3. identify all potential environmental aspects and impacts of the Contract, specific to its activities (from planning to delivery) demonstrating how the Supplier intends to minimise the potential risks and impacts;
- 1.3.4.4. ensure its environmental key performance indicators and targets contribute to the objectives and targets set out in the Company's Corporate Environment Framework (set out in Appendix 2 to this Schedule 7 Part C (Environmental Requirements)) in relation to:
 - **carbon, energy and climate resilience:** demonstrating that the Supplier is actively minimising use of energy derived from fossil fuels in performing its obligations under the Contract; setting and achieving a target/reduction in CO₂ emissions, in line with the Company's environmental objectives and targets;
 - **reduction of air pollutants:** setting and achieving targets for reduction in air pollutants (PM and nitrogen oxides) in line with the Company's environmental objectives and targets from sources under the control of the Supplier, and demonstrating how the Supplier is meeting the Company's vehicle emissions requirements;
 - **reduction of noise, nuisance and vibration:** setting and achieving a target/reduction in noise in line with the Company's environmental objectives and targets;
 - **materials, resources and waste management:** demonstrating a reduction in use of resources, such as water, minimising the generation of waste, avoiding the use and production of hazardous materials and the prevention of pollution, and achieving a % of waste diverted from landfill rate of 99% (or an equivalent reuse and recycling rate); and
 - maintaining and, where possible, enhancing the quality of the built and natural environment;
- 1.3.4.5. demonstrate that the Supplier is meeting the requirements of the Company's Sustainable Timber Policy; and
- 1.3.4.6. provide the Company with an environmental staffing plan, setting out the Supplier's environmental management organisation structure, identifying roles, accountabilities and responsibilities, and points of liaison with the Company. The environmental staffing plan must

demonstrate resources are appropriate to the scale and nature of the relevant Services.

1.4. Report on Progress

1.4.1. The Supplier shall provide the Company's Representative with an environmental performance report, including information on the performance of the EMS. The report shall be submitted annually and not later than on each anniversary of the Commencement Date, and shall contain, but shall not be limited to:

1.4.1.1. any updates to previous EMPs;

1.4.1.2. a summary of the environmental statistics for the previous year, including inter alia, environmental reviews;

1.4.1.3. a summary of findings and trends from audits, inspections and evaluations of compliance with legal and with other requirements;

1.4.1.4. a summary of any changing circumstances, including developments in legal and other requirements; and

1.4.1.5. proposed environmental improvement targets, together with commentary on the previous year's improvement targets, including status of corrective and preventative actions undertaken by the Supplier.

1.5. Environmental Planned General Inspections

1.5.1. As part of the EMP and within six (6) weeks of the Commencement Date, the Supplier must review and update the current Environmental Planned General Inspection ("EPGI") template (set out in Appendix 4 to this Schedule 7 Part C (Environmental Requirements)) with current legislation and other requirements, relevant to this Contract. The template must be kept up to date by the Supplier at all times.

1.5.2. Frequency of EPGIs must conform to the requirements of Schedule 12 (Performance Measurement) for Supplier audits but shall be suitable and sufficient to ensure all risks are mitigated.

1.6. General Requirements

Without prejudice to its other obligations contained in this Contract, the Supplier shall ensure that it carries out its obligations in response to any environmental incidents and their reporting in a manner approved by the Company.

2. Section 2

2.1. Sustainable Design and Operations

2.1.1. The Supplier shall address, as a minimum, the following principles to maximise the sustainable performance of its activities including, but not limited to:

2.1.1.1. using principles that consider the longer-term design life of the building and assets and that will offer solutions that will remain state of the art;

2.1.1.2. designing systems and installing and maintaining equipment that will reduce energy use and the operational cost of the buildings and assets. In particular the Supplier shall:

- ensure energy efficiency measures (including lighting, HVAC, building management systems) are utilised;
- ensure that the new systems are compatible with the energy system and load requirements at the existing Site;
- investigate the feasibility of incorporating renewable or decentralised energy;
- ensure designs provide natural ventilation, rather than mechanical, where possible; and
- ensure passive design measures remove heat from the asset, rather than using mechanical cooling;

2.1.1.3. designing systems and installing and maintaining equipment that minimises water use during installation and operation of the asset. Maintenance of water consuming equipment will include, but shall not be limited to, low volume taps/showers, dual flush toilets, waterless urinals, low volume urinal flush controls, rainwater and grey water recycling systems, green infrastructure irrigation systems and cooling towers.

2.2. CEEQUAL and BREEAM

2.2.1. Where the Company has already arranged for the activity to be part of CEEQUAL, BREAAAM New Construction Infrastructure (pilot), and/or BREEAM the Supplier shall compile and provide relevant evidence to support CEEQUAL, BREAAAM New Construction Infrastructure (pilot), and/or BREEAM submissions to the Company. The Supplier shall use the CEEQUAL or BREEAM processes to aid the consideration of environmental sustainability and to drive improvements in performance during the design development, installation and maintenance phases of the Services.

3. Section 3

3.1. Climate Resilience

- 3.1.1. The Supplier shall ensure that any design, installation and maintenance work it performs as part of the Services takes into account the climate parameters over the whole design life in which the building and asset must perform, to support resilience to extreme weather.
- 3.1.2. The Supplier shall ensure that the building and asset remains fit-for-purpose for the Company's needs during its design life period, taking into account the range of extreme weather and climate parameters that may occur during that time. This shall include, but shall not be limited to:
 - 3.1.2.1. keeping the buildings and assets within specified temperature tolerances as defined in the Company's standards relevant to the building and asset type applicable to this Contract; and
 - 3.1.2.2. all refits including measures to assist with keeping buildings and assets resilient during their design life including, but not limited to, water efficiency, natural ventilation and shading, greening, and sustainable drainage.

4. Section 4

4.1. Reducing Carbon Emissions and water usage

4.1.1. The Supplier shall:

- 4.1.1.1. ensure that when replacing assets, the Supplier selects assets with more energy efficient equipment. The Supplier shall notify the Company's Representative where this is not technically feasible, for example, in relation to a heritage feature;
- 4.1.1.2. measure and report on carbon emissions and develop plans to reduce carbon emissions and energy usage that supports the Company in delivering its programme to improve energy efficiency, helping decrease emissions and lower costs;
- 4.1.1.3. make use of the Company's automated Monitoring and Targeting ("aM&T") software to analyse site performance, control out of hours consumption and also suggest, measure and verify efficiency enhancement projects;
- 4.1.1.4. maintain and run on site generation equipment (including PV, wind, solar thermal, combined heat and power and absorption chillers) to reduce and optimise building carbon emissions; and
- 4.1.1.5. maintain the Company's assets in accordance with all ozone depleting substances and fluorinated greenhouse gas legislation compliance, including statutory air conditioning inspections, to optimise efficiency of cooling equipment, for current, pending and future legislation.

5. Section 5: Air Quality and Dust

5.1. Control of Vehicle Emissions

5.1.1. The Supplier shall ensure that in the procurement or leasing of vehicles for use in the delivery of the Services:

5.1.1.1. consideration is given to CO₂, air quality and noise impacts; and

5.1.1.2. a technology neutral approach is adopted.

5.1.2. All vehicles used in the delivery of the Services shall meet or exceed the following CO₂ limits and European emission standards at the Commencement Date:

5.1.2.1. cars - maximum certified CO₂ emissions of 105 g/km and a minimum of Euro V emission standards;

5.1.2.2. vans equal to or less than 1205 kg kerb weight – maximum certified CO₂ emissions of 115 g/km CO₂ and a minimum of Euro V emission standards;

5.1.2.3. vans between 1205 and 1660 kg kerb weight – maximum certified CO₂ emissions of 155 g/km CO₂ and a minimum of Euro V emission standards;

5.1.2.4. vans greater than 1660 kg kerb weight – maximum certified CO₂ emissions of 215 g/km CO₂ and a minimum of Euro V emission standards; and

5.1.2.5. heavy duty vehicles greater than 3500 kg kerb weight – Euro V emission standards.

5.1.3. If any vehicles used in the provision of the Services are due for replacement before the Expiry Date, the Supplier shall ensure that the replacement vehicle/engine meets or exceeds the European emission standards and CO₂ limits (if applicable) for the year in which it is introduced into the fleet. Standards and the years in which they apply are set out in paragraph 5.3.3 below. If compliant vehicles/engines are not available by the specified deadline, the Company may (at its sole discretion) consider acceptance of an alternative standard proposed by the Supplier until such time as those vehicles become available.

5.2. European Emission Standards for Road Vehicles

5.2.1. In line with Mayoral environmental strategy and the Company's commitments to reduce CO₂ emissions, the Supplier is encouraged to include zero or ultra low carbon vehicles such as electric or plug-in hybrid or bio methane vehicles in its fleet, wherever possible.

5.2.2. Any necessary recharging/refuelling infrastructure required for low carbon vehicles to be supplied by the Supplier on the Company's Sites will only be permitted subject to the Company's written acceptance and by separate agreement on maintenance, installation and running costs. Where the Supplier operates such vehicles, operating experience and data will be shared with the Company on request.

5.2.3. The Supplier shall select vehicles for the performance of the Services which meet the highest environmental criteria and will be eligible for a 100% discount from the Congestion Charge. The Supplier shall be solely responsible for payment of any

Congestion Charge and the Company does not accept any claims for reimbursement of Congestion Charges.

5.2.4. The Supplier shall ensure that all vehicles used in the performance of the Services are operated in such a way to ensure that environmental impacts are reduced as far as reasonably practicable. Operating data for all vehicles will be shared with the Company when requested.

5.2.5. The Supplier shall:

5.2.5.1. ensure vehicles used in connection with the Services are regularly serviced in line with the Manufacturers recommendations;

5.2.5.2. ensure all faults or problems on such vehicles are repaired/addressed as soon as practicable; and

5.2.5.3. monitor and record all vehicle fuel and mileage in connection with the performance of the Services.

5.2.6. The Supplier shall report the following information to the Company on a Quarterly basis in advance of each Quarterly Review as set out in Schedule 21 (Contract Management):

5.2.6.1. vehicle make and model;

5.2.6.2. vehicle servicing frequency;

5.2.6.3. vehicle fuel (fuel type and litres used);

5.2.6.4. vehicle mileage (excluding hire vehicles); and

5.2.6.5. percentage of the fleet on hire.

The Company reserves the right to include additional monitoring requirements if required.

5.2.7. The Supplier shall ensure that all driving staff undertake a fuel efficient and safe driver training course within three (3) months of commencing performance of the Services. The Supplier shall ensure that the training course consists of theoretical training and practical implementation skills and is a minimum duration of one (1) hour.

5.2.8. The Supplier shall provide the driver training records to the Company as instructed by the Company's Representative.

5.3. Equipment and Non-Road Mobile Machinery

5.3.1. The Supplier shall ensure that the adverse impacts of emissions from equipment used in the performance of the Services are minimised. Measures to be considered for limiting emissions and avoiding nuisance will include any one or more of the following as appropriate (and as far as reasonably practicable):

5.3.1.1. ensuring that the engines of all vehicles and equipment used in connection with the Services are not left running unnecessarily;

- 5.3.1.2. using low emission vehicles and equipment fitted with catalysts, diesel particulate filters or similar devices;
- 5.3.1.3. using ultra low sulphur fuels in plant and vehicles;
- 5.3.1.4. requiring equipment and vehicles to be well maintained, with routine servicing to be completed in accordance with the manufacturers' recommendations and records maintained for the work undertaken;
- 5.3.1.5. requiring all vehicles, including off-road vehicles, to hold current MOT certificates, where required by Applicable Laws (or tested to an equivalent standard) and requiring them to comply with exhaust emission regulations for their class;
- 5.3.1.6. using routes and operating equipment away from potential receptors such as houses, schools and hospitals;
- 5.3.1.7. avoiding the use of diesel or petrol powered generators and instead using mains electricity or battery powered equipment;
- 5.3.1.8. maximising energy efficiency (this may include using alternative modes of transport, maximising vehicle utilisation by ensuring full loading and efficient routing); and
- 5.3.1.9. providing all operating data which complies with the schedules, deadlines and timelines as required to the Company as part of the Supplier's Quarterly reporting obligations (as set out in Schedule 21 (Contract Management)).
- 5.3.2. All of the Supplier's non-road mobile machinery ("NRMM") must meet or exceed the emission standards relevant at the Commencement Date, which are as follows:
 - 5.3.2.1. NRMM of net power between 19 and 36 kW –Stage IIIA of EU Directive 97/68/EC (as amended) emission standards;
 - 5.3.2.2. NRMM of net power between 37 and 55 kW –Stage IIIA of EU Directive 97/68/EC (as amended) emission standards;
 - 5.3.2.3. NRMM of net power between 56 and 560 kW –Stage IIIB of EU Directive 97/68/EC (as amended) emission standards; and
 - 5.3.2.4. from 1 September 2020: NRMM of net power between 37kW and 560kW used on any site within Greater London – Stage IIIB of EU Directive 97/68/EC (as amended) emission standards.
- 5.3.3. In addition, where the requirements of "The control of dust and emissions during construction and demolition - Supplementary Planning Guidance (SPG) Greater London Authority (2014)" are applicable, all of the Supplier's NRMM must comply with the following additional requirements for the NRMM Low Emission Zone detailed in the SPG:
 - 5.3.3.1. NRMM used on any site within the Central Activity Zone or Canary Wharf will be required to meet Stage IIIB of EU Directive 97/68/EC (as amended) emission standards as a minimum; and

5.3.3.2. from 1 September 2020: NRMM used on any site within the Central Activity Zone or Canary Wharf must meet Stage IV of EU Directive 97/68/EC (as amended) emission standards as a minimum.

5.3.4. All NRMM must meet the applicable standards unless it can be demonstrated that the machinery is not available or that a comprehensive retrofit to meet PM10 and NOx emission standards is not feasible. In this situation, every effort must be made by the Supplier to use the least polluting equipment available, including retrofitting technologies to reduce particulate emissions.

5.3.5. The Supplier must comply with the GLA's NRMM exemption policy (which can be found at nrmm.london) for any NRMM which cannot meet the emissions requirements. The Supplier shall seek exemption from the Company's Representative for any NRMM of net power between 19 and 36 kW that cannot comply with the emissions standards.

5.3.6. The Supplier shall also:

5.3.6.1. maintain an inventory of all on-site NRMM using the GLA's nrmm.london database; and

5.3.6.2. regularly service all machinery and keep records on Site.

5.4. Dust

5.4.1. The Supplier shall use the best practicable means to reduce dust and other emissions at all times during performance of the Services and shall not to create a dust nuisance.

5.4.2. If the Company's Representative decides that the Supplier is not dealing adequately with the control of dust or other emissions, the Company's Representative may instruct the Supplier to carry out such additional measures as the Company's Representative considers necessary. Such measures are not subject to the Contract variation procedure set out in Schedule 6 Part A (Contract Variation Procedure) of the Contract.

6. Section 6: Noise and Vibration

6.1. General

6.1.1. The Supplier shall:

- 6.1.1.1. use the best practicable means to control and limit noise and/or vibration levels so that affected properties, and other sensitive receptors, are protected from excessive or prolonged noise and vibration associated with all activities;
 - 6.1.1.2. develop and maintain a Noise and Vibration Management Plan, as part of the EMP, for activities with the potential to generate noise and/or vibration. The Noise and Vibration Management Plan shall set out how noise and vibration requirements shall be managed and the Supplier shall undertake the Services in strict adherence to this plan;
 - 6.1.1.3. apply the best practicable means to reduce noise and vibration at all times having regard to the provisions of the latest edition of BS5228 (Code of Practice for Noise and Vibration Control) or other relevant Good Industry Practice;
 - 6.1.1.4. stipulate and ensure adherence to behavioural conditions for workers in relation to minimising impacts to neighbours, such as conduct when arriving and leaving the Company's Sites during any night works; and
 - 6.1.1.5. employ a trained and competent person to undertake noise and/or vibration monitoring if required and comply with any additional measures required including relocation or modification of equipment to reduce noise and vibration. The monitoring scope shall be agreed with in advance with the Company's Representative and monitoring results shall be provided to the Company on request.
- 6.1.2. In its performance of the Services, the Supplier shall comply with the requirements of the Company's Pathway Site Noise and Vibration Evaluation and Control (set out in Appendix 3 to this Schedule 7 Part C (Environmental Requirements)).

6.2. Prior Consent

- 6.2.1. If activity with the potential to generate noise and vibration is to be carried out outside of normal working hours, and/or the noise and vibration generated is likely to cause significant disruption or harm, the Supplier shall:
- 6.2.1.1. liaise with the Company to determine whether a Section 61 consent (under the Control of Pollution Act 1974), or other form of noise agreement, will need to be in place prior to commencing the relevant works;
 - 6.2.1.2. provide the Company with the following information to enable a decision to be made on whether a Section 61 Consent, or other form of noise agreement, is required:

- the nature of the activity being undertaken;
- the time of day the activity will be undertaken;
- the duration of the activity;
- the proximity of neighbours; and
- the sensitivity of neighbours (for example, residents, schools, hospitals and places of worship) that would likely be considered more sensitive to noise than industrial areas); and

6.2.1.3. be responsible for obtaining the consent prior to commencing the relevant works, and for complying with all aspects of the consent.

6.3. Notifications

6.3.1. The Supplier shall take a proactive approach to notifying neighbours and other relevant stakeholders in advance of the commencement of any construction or maintenance works being performed by the Supplier as part of the Services that will affect them in any way, including noise and vibration impacts, impacts from staff noise, access and welfare or staff parking and travel.

6.3.2. The Supplier shall submit to the Company's Community Relations representative (via communityrelations@tfl.gov.uk) the draft notification letters for approval no less than 14 days prior to the works commencing.

6.3.3. Notification letters shall include details of the:

6.3.3.1. location of works;

6.3.3.2. reason for the works;

6.3.3.3. information about potential impacts: noise and vibration, parking, staff access and welfare locations;

6.3.3.4. duration of the works;

6.3.3.5. working hours; and

6.3.3.6. TfL customer services details.

6.3.4. Letters shall be produced on TfL letterhead and the Company shall provide a template when required.

6.3.5. Once the details of the notification letters have been accepted by the Company's Community Relations representative, the letters shall be distributed to all properties potentially affected by the proposed works no less than 10 days prior to works commencing. In most instances, distribution will be arranged by the Company. For smaller areas of impact, the Supplier will be directed to undertake the distribution directly. In ascertaining the distribution area, the Supplier shall carefully consider potential noise and vibration, areas affected by staff parking, access or welfare requirements, delivery and loading of equipment.

- 6.3.6. A briefing note about work activities that could potentially affect the community shall be provided by the Supplier to the Company's Community Relations representative in advance of the commencement of the works. This briefing note will be used to brief key stakeholders to address any complaints or enquiries. The briefing note shall contain a copy of the notification letter, the recommended distribution area of the letter, a location map of the works, best practicable means used to mitigate potential adverse impacts and the name and contact details (for internal use only) of the Supplier's Representative, who is required to provide further information where requested in accordance with the Supplier's complaints handling process.

6.4. Noise Complaints Handling

- 6.4.1. The Supplier shall develop a complaints handling process agreed with the Company's Representative. As a minimum, the complaints handling process shall include the following:
- 6.4.1.1. TfL's customer services details on all public facing communication;
 - 6.4.1.2. information on how complaints and enquiries will be responded to when passed on by TfL customer services;
 - 6.4.1.3. details of the emergency response system that will be employed for dealing with emergency issues; and
 - 6.4.1.4. reporting all complaints/enquiries and their responses within 24 hours of receipt to the Company using TfL customer services and to the Company's Community Relations representative.

7. Section 7: Waste and Resources Management

7.1. Waste Electronic and Electrical Equipment

With regard to the latest version of the Waste Electrical and Electronic Equipment Regulations 2006 ("WEEE 2006"), the Supplier shall indemnify and keep indemnified the Company as a result of any losses which it incurs as a result of any failure on the part of the Company or the relevant producer to comply with the requirements of WEEE 2006.

7.2. Waste Other

- 7.2.1. The Company requires the Supplier to promote recycling, minimise its waste and play a leading role in helping the Company achieve its environmental targets. The Supplier shall develop, implement and maintain a Waste Management Plan ("WMP"), as part of the EMP, to cover the waste arisings it is responsible for, support the Company's objective to use materials more efficiently and reduce waste to landfill in order to achieve the following target:

"the Company will reuse, recover and recycle 99 per cent of non-hazardous waste, with interim targets by 2031 and 30 per cent for specifically for energy from recovery".

- 7.2.2. The Supplier's WMP shall document how the Supplier will:

- 7.2.2.1. implement the waste hierarchy;
 - 7.2.2.2. comply with current legislation in relation to the storage, handling, treatment, transfer and disposal of all waste materials produced in the performance of the Services. As a carrier of waste, the Supplier shall be registered as a Waste Carrier with the Environment Agency and shall provide evidence of registration within the WMP and on renewal of the registration;
 - 7.2.2.3. set waste reuse, recovery and recycling targets that meet or exceed the Company's targets;
 - 7.2.2.4. monitor and report waste arising in line with the Supplier's reporting requirements under Schedule 21 (Contract Management) each Period in advance of the Period Progress Meeting;
 - 7.2.2.5. ensure all Supplier Personnel are trained in waste minimisation and management techniques;
 - 7.2.2.6. increase recycled content of materials used in construction and any other materials purchased; and
 - 7.2.2.7. document all decisions taken during any design work to reduce waste, and ensure this information is passed to Company.
- 7.2.3. The Supplier shall implement and update the Waste Management Plan, maintain records throughout the duration of this Contract and make available these records for review by the Company on request.
- 7.2.4. The Supplier is responsible for the management and removal of all waste arisings as

soon as practicably possible in accordance with Good Industry Practice.

- 7.2.5. The Supplier shall make available to the Company, within 3 Working Days of request, any waste records (such as Consignment notes and transfer notes).
- 7.2.6. Where involved in project work, the Supplier shall comply with the requirements of the TfL Pathway Waste Management Plan (set out in Appendix 5 to this Schedule 7 Part C (Environmental Requirements)).
- 7.2.7. All works being carried out at Company office buildings must use this template TfL Facilities: Small Projects Waste Proforma to record and submit waste data.

7.3. Recycled Content of Materials

The Supplier shall ensure a minimum of 20% of the total material value of products and materials selected for the works being performed as part of the Services derives from reused and recycled content. The Supplier shall submit proposals to the Company's Representative in relation to the areas of opportunity to exceed this target figure. The Supplier shall provide a detailed explanation and justification in the WMP to the Company's Representative for any failure to achieve the 20% target figure. Performance shall be reported, as part of the EMP, in the annual environmental performance report referred to in paragraph 1.4 (Report on Progress) of this Schedule 7 Part C (Environmental Requirements).

8. Section 8: Pollution Prevention

- 8.1. The Supplier shall comply with all Applicable Laws and Good Industry Practice to prevent pollution and environmental nuisance.
- 8.2. The Supplier shall ensure that the EMP and aspect and impact assessments for specific tasks and activities adequately identify all potential pollution sources, pathways and sensitive receptors.
- 8.3. The Supplier shall ensure that the EMP will detail how pollution risks will be managed including specific controls to be put in place, which must be strictly complied with.
- 8.4. The Supplier shall ensure that all controls identified will be included in safe systems of work and briefed to all Supplier Personnel.
- 8.5. The Supplier shall ensure that a Pollution Response Plan ("PRP") and all necessary pollution response equipment required to reduce risks to as low as reasonably practicable are in place within one (1) month of the Commencement Date. The PRP shall set out actions to be taken in the event of an environmental incident. The Supplier shall ensure all Supplier Personnel are familiar with the plan and trained in actions to take if an incident occurs.

8.6. Deliveries and Storage

8.6.1. Where the Supplier manages bulk fluid deliveries (over 25 litre drums) it shall:

8.6.1.1. ensure that a spill kit of appropriate size and content, commensurate with the risk, is located in an open access location immediately adjacent to the risk; and

8.6.1.2. seek written assurance from the supplier that the third party delivery operatives are trained, competent and familiar with making deliveries to the Sites and if not, they shall be accompanied by the Supplier's Representative until such time they become so.

8.6.2. Where bulk storage tanks (above 55 gallon/250 litres) are provided and maintained by the Supplier, the Supplier shall ensure they are fitted with serviceable engineering controls, appropriate to site risk, to prevent environmental harm, such as fitting and maintaining alarms and other notification systems.

8.6.3. The Supplier shall manage the testing, licensing and other regulatory regimes related to the tanks on the Sites as required by the Company from time to time.

8.7. Site set-up

8.7.1. The Supplier shall ensure that, where reasonably practicable and appropriate, its activity will be designed to prevent pollution arising including, but not limited to:

8.7.1.1. Sites secured and screened using existing features where appropriate;

- 8.7.1.2. storage sites, any plant and machinery equipment and temporary staff facilities located to limit environmental impacts, as far as reasonably practicable, having due regard to neighboring accommodation, as far as allowed by the constraints of each Site;
- 8.7.1.3. security cameras (if required) sited and directed so that they do not intrude into occupied residential properties;
- 8.7.1.4. site plant and facilities powered from mains electrical sources wherever practicable;
- 8.7.1.5. the Supplier shall display a contact name, telephone number and address, and the helpline number at appropriate locations on the boundaries of the Sites;
- 8.7.1.6. the extent and height of hoarding or fencing at a particular location will be selected to maintain effective security and achieve appropriate noise attenuation and visual screening;
- 8.7.1.7. all vehicle access and egress points with gates positioned such that no gate will be permitted to open out onto the highway. As far as reasonably practicable, gates will be located to allow vehicles to drive clear of any public highway. Where provided for noise control, gates will be of a similar material and construction to the boundary in which they are situated and will be closed except when being used for access; and
- 8.7.1.8. disturbance of environmental features such as vegetation and watercourses will be minimised.

8.8. Monitoring and reporting

- 8.8.1. The Supplier shall employ a trained and competent person(s) to undertake environmental monitoring. The Supplier shall comply with any additional measures required by the Company's Representative including relocation or modification of equipment to reduce noise, vibration, nuisance, light, dust, pollution and other disturbances.
- 8.8.2. The Supplier shall report all complaints/enquiries and their responses within 24 hours of receipt to the Company using TfL customer services, the Company's Representative and the Company's Community Relations representative.

8.9. Effluent discharge consents

- 8.9.1. When providing maintenance of drains and interceptors, the Supplier shall ensure that it maintains effluent discharge within the legal effluent discharge consent limits.
- 8.9.2. When required by the Company, the Supplier shall also support the maintenance of effluent discharge consent within legal limits, by providing ad-hoc maintenance of drains and interceptors.

8.10. Contaminated land

8.10.1. The Supplier shall comply with all relevant statutory requirements and Good Industry Practice in relation to contaminated land.

8.10.2. The Supplier shall notify the Company if any contaminated land or water has been discovered.

9. Section 9: Natural Environment

9.1. Green Infrastructure

- 9.1.1. Within the EMP, the Supplier shall demonstrate that it meets the most current version of the following industry standards, when delivering maintenance services (as part of the Services) on the Green Infrastructure ("GI"):
 - 9.1.1.1. Construction Industry Research And Information Association (CIRIA) Sustainable Urban Drainage System (SUDS) Manual C753;
 - 9.1.1.2. CIRIA Building Greener: Guidance on the use of green roofs, green walls and complimentary features on buildings C644;
 - 9.1.1.3. CIRIA Retrofitting to manage surface water C713;
 - 9.1.1.4. CIRIA Biodiversity Benefits of Green Infrastructure C711; and
 - 9.1.1.5. Gro Green Roof Code 2014.
- 9.1.2. The Supplier shall check all storage areas on roofs to ensure they meet the structure's loading capacity prior to commencement of the Works.
- 9.1.3. For any roof works that have an interface with members of public, Supplier Personnel or assets, a debris net must be installed to separate the area and prevent any debris coming into contact with members of public, Supplier Personnel or assets.

9.2. Pest Control

Within one (1) month of the Commencement Date, the Supplier shall demonstrate how the principles of Integrated Pest Management, as defined by the British Pest Control Association or the Royal Society of Public Health, will be implemented.

9.3. Biodiversity Management

- 9.3.1. The Company has a legal duty to have due regard to biodiversity, as well as duties from the Mayor of London to improve biodiversity. Therefore, when providing services to the Company, the Supplier shall:
 - 9.3.1.1. take into account relevant Company and London Borough biodiversity plans;
 - 9.3.1.2. preference the use of native plant species appropriate to the location and maintenance requirements of the site as a minimum; and
 - 9.3.1.3. when selecting control methods, ensure they prevent harmful effects to any other species other than those intended for treatment.

10. Section 10: Reducing the environmental impact of materials

10.1. VOCs and chemicals with adverse environmental impacts

The Supplier shall develop a plan within the first year of the Commencement Date to identify all products used in the performance of the Services and then risk assess and propose the phased replacement of high VOC products or similar e.g. paints, aerosols, degreasers, adhesives, sealants etc. herbicides, drain cleaners pesticides, biocides and other similar products with a “lower” environmental impact. The intention of the plan is to remove over time all high impact or high risk products over the first three years of the period of the Contract.

Appendix 1: Health Safety and Environment Policies

Health, Safety and Environment Policy

My commitment

Our customers, users, employees and suppliers have an expectation that when using or delivering our services they will remain harm free. Our vision is a harm free environment for all. The TfL Leadership Team, Directors and I are all committed to meeting our vision and these expectations.

We want to ensure that:

- every journey is a safe journey for our users and customers
- our employees, agency staff and contractors go home healthy and safe every day
- we maintain our assets and deliver new assets, improvements and upgrade programmes safely and without harming the environment

How we go about this

We have put in place health, safety and environment rules and procedures, including emergency procedures that are regularly updated. These are for you to use and are available on the Intranet. If you do not know where to find them ask your line manager or your Health, Safety and Environment (HSE) manager.

We assess risks and introduce HSE measures to ensure risks remain as low as reasonably practicable for our users, customers and employees. We tell you the risks and the measures taken to control risks. There is regular review of safety, health and environment statistics to identify trends and root causes, so necessary action can be taken.

Each year we develop HSE improvement plans to enhance what we do. These plans are

regularly reviewed by the Directors in every part of the business.

You will receive the necessary training and suitable equipment to ensure that you can undertake your job safely and ensure the safety of customers and users.

Your health and wellbeing is also important and we provide occupational health services to help you stay healthy and in work and provide suitable welfare facilities at your work place.

We want to build a just culture and employees or their representatives are consulted on health and safety matters as they arise, in a meaningful way through scheduled health and safety meetings, or more often where needed.

What we can all do

We all need to look out for each other and speak up if we see anything that is unsafe.

We all have a duty to follow our HSE rules and procedures. Do not take shortcuts. If you think rules or procedures are unhelpful let your manager know. Where necessary rules and procedures can be changed.

We can learn from the past, so always report accidents, incidents and near misses.

In these ways we can work together so that our vision for a safe and healthy environment is achieved.



Sir Peter Hendy CBE

London's Transport Commissioner
February 2014

Surface Transport Health, Safety and Environment Policy

My commitment

Our vision is a harm-free transport network that achieves the highest safety and environmental standards for everyone. Together with the Commissioner, the TfL Leadership Team, and our Directors, I am committed to meeting our vision and these expectations by promoting health, safety and environmental considerations as part of our core business undertakings.

We want to ensure that:

- our staff, suppliers and contractors are not exposed to unnecessary risk
- our customers and users have a safe journey every time
- we deliver, operate and maintain safe services and assets without harming the environment.

How we go about this

Each year Surface Transport business areas develop health, safety and environmental objectives that help to deliver our vision, and we provide adequate resources to deliver these, adopting best practice where appropriate.

We will continue to assess and introduce measures to ensure risks remain as low as reasonably practicable. We will communicate to you all the information that affects our staff, suppliers and contractors. There is regular review of safety, health and environmental performance to identify areas for continuous improvement.

TfL has put in place a health, safety and environment management system that is regularly updated, appropriately reviewed and made available on the Intranet for you or your manager to access and use.

As an employee of Surface Transport, you will be provided with relevant training, equipment and workplaces that allow all activities to be undertaken in a way that ensures the safety of customers and users whilst maintaining the highest environmental standards

Your health and wellbeing is important. TfL provides occupational health services and suitable welfare facilities at your work place.

We will continue to consult on health and safety matters as appropriate, and provide the opportunity for health, safety and environmental matters to be raised and discussed with management teams.

What we can all do

Follow set guidelines, procedures and instructions; don't take shortcuts; report all accidents, incidents and near-misses and raise any health, safety and environmental concerns with your line manager. As employees of TfL, we all have a duty to follow our health, safety and environmental management system to ensure that we minimise risk to ourselves and others whilst protecting the environment.



Managing Director, Surface Transport

July 2013

Appendix 2: TfL Corporate Environment Framework



TfL Corporate Environment Framework

MAYOR OF LONDON



**TRANSPORT
FOR LONDON**
EVERY JOURNEY MATTERS

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 - Carbon, energy and climate resilience
 - Air quality
 - Noise
 - Materials and resources management
 - Pollution prevention
 - The built environment
 - The natural environment

Introduction

Setting the context

At Transport for London (TfL) we play an important role in supporting the Capital's economy and quality of life. We run a large operation; our services accommodate 30 million journey stages every day. We provide vital transport services and promote sustainable options that keep our city moving. In doing this, we have a responsibility to manage the environmental impacts of our activities.

London's population is increasing, and our services are growing to meet this need – we're delivering new services, greater frequency, more capacity and improved reliability.

There are challenges to be met in terms of rising costs, legal pressures and also opportunities to use good practice, innovation and smart technology.

However, we start from a good position – our environmental performance has some world class examples of good practice and we have already met some of our previous targets.

Environmental issues present us with both opportunities and challenges. Some enable us to manage costs more effectively through, for instance, reducing energy and water use. We are also improving the potential of habitats that are around our networks, so contributing to London's quality of life. Some of the challenges relate to changes in legislation, public health issues, provision of stable energy supply and planning for the impacts of extreme weather on service delivery.

This framework describes our vision and ambition for environmental performance over the longer term. It clarifies our priorities and explains how they will be delivered in a way that meets stakeholders' needs. The important environmental areas for us are set out along with objectives and targets. They illustrate why these issues are important, what we want to achieve, how they will be achieved and how we will measure progress.

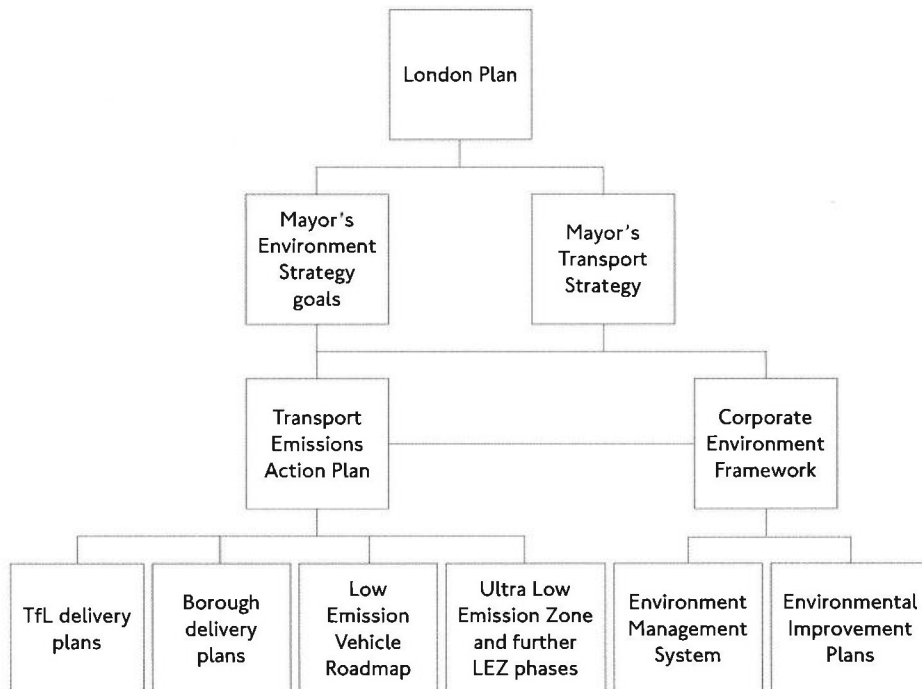
The framework covers the environmental impacts of our directly managed activities and operations, for example, delivery and operation of transport services, projects, maintenance and office functions. It also describes measures that will help us to deliver, and where possible improve, environmental legal compliance and meet other needs, for example, national requirements.

One of the principal aims of this framework is to show the contribution that our directly managed activities can make towards achieving the Mayor's environmental goals. Other elements of the Mayor's environmental aims that affect private transport across the city, are covered by other work we do, such as encouraging a reduction in emissions from vehicles in London.

It is designed to support our Business Plan and the Mayor's transport and environmental strategies. It is not intended to change existing priorities, but is focused on maximising the benefit of current and future plans.

About us

The figure below shows how this framework fits into a programme of work that we are doing to help achieve Mayoral environmental strategies and policy.



We are the integrated transport authority for the Capital and part of the Greater London Authority (GLA). We deliver the Mayor's Transport Strategy in partnership with London's boroughs and other transport providers, such as Network Rail and the train operating companies.

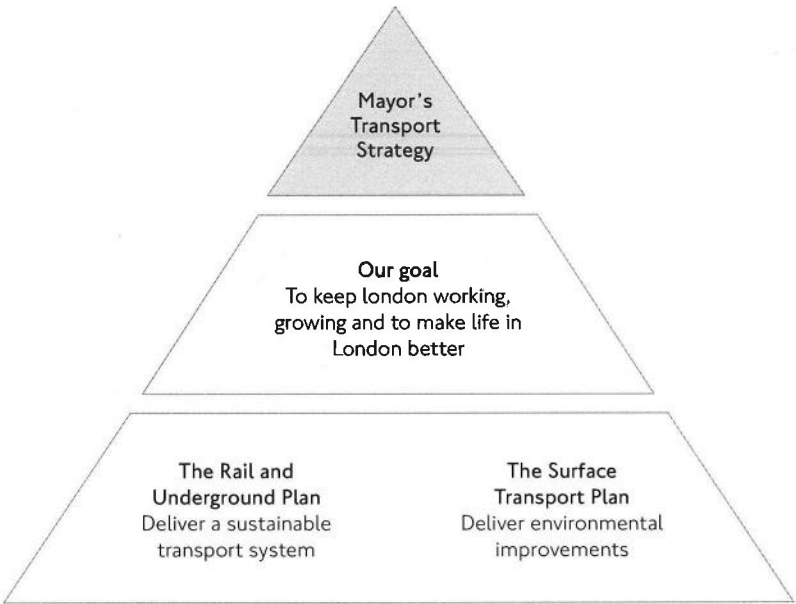
We comprise the following business areas:

- London Underground (LU) – operates London's Tube network, which sees more than 3.5 million passenger journeys a day. LU has 11 lines covering 402km and serving 270 stations. During peak hours, more than 500 trains operate
- Surface Transport – provides and manages a broad range of sustainable transport services and choices, including buses, cycling and walking. Bus passenger kilometres reached 8.2 billion in 2012/13. There were also 500,000 cycling journeys and six million walking trips taking place each day. We also carry 30 per cent of the Capital's road traffic on the Transport for London Road Network (TLRN)
- London Rail – responsible for Tramlink, the Docklands Light Railway (DLR), London Overground, Emirates Air Line and the development of Crossrail

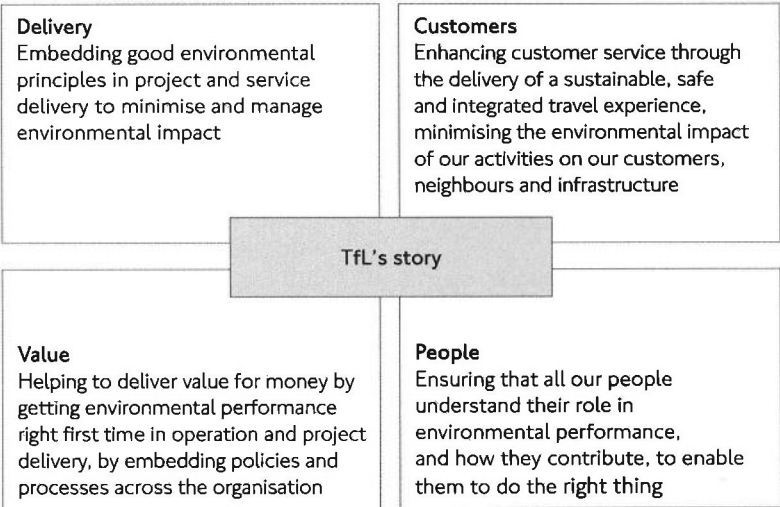


Linking the framework to our goals

This framework shows how delivery of a sound environmental performance within our directly managed operations can help to achieve our Mayoral goals and our business goals.



Our goal is to keep London working and growing and make life in London better. When decisions are taken within our organisation we consider our customers and users, our people, our delivery and value for money. This framework helps to deliver in each of these four areas, as shown below:



External influences that provide the context for this framework

We have set this framework in the context of potential influences or drivers that are likely to continue, increase or begin over the longer term:

- There will be more than 10 million people in London by the 2030s and we are committed to delivering a sustainable, effective system, both now and in the future
- We will continue our investment to provide a growing transport system to meet the predicted population rise in London. This will include new infrastructure and services, increased frequency, improved systems and new technologies
- We will continue to develop and deliver world-class services and policies that encourage people to choose more sustainable modes of transport
- We will continue to use world-leading technologies, including customer information systems
- There will be an increased emphasis on the importance of living and working in healthy environments. We will continually focus on improving London's air quality and reducing transport-related air pollution emissions
- Energy costs are likely to rise owing to the increasing uncertainty of fuel sources, volatility of world markets and the Government's energy market

reform. There will be a growing focus on the need to achieve energy efficiency and security of energy supply

- There will be a need to reduce transport-related carbon emissions to help tackle climate change and to meet the targets set out in national plans and the Mayor of London's statutory strategies
- We must prepare for future extreme weather and the changing climate, for example warmer, wetter winters; hotter, drier summers; and more frequent storm events and the associated likelihood of an increase in pests and diseases
- There will be an increased focus on delivering resilience to water shortages, reducing the overall use of water and water-related costs, and using more non-potable water where this is more suitable
- The cost of waste management will rise while the availability of landfill is decreasing. There will be a corresponding move from 'generating waste' to reusing and recycling materials because they a valuable resource
- There is likely to be an increased value placed on the provision of natural environments in urban settings, including using green walls and roofs
- There will also be a higher value placed on having a well-structured, cohesive urban realm

Essential principles

Underlying and supporting the strategic areas, objectives and targets set out in this framework are a set of common good practice environmental management principles. These are, and will continue to be, vital to ensuring their delivery:

- We consider the environment an issue that is integral to our business delivery, from inception to completion and operation of our capital projects and programmes
- We prevent and design out potential causes of negative environmental impacts in the early stages of our work
- We set and regularly review environmental targets and report publicly on how we are doing
- We deliver good environmental performance, both in-house and through our suppliers
- We identify and use good practice and innovation when designing, procuring, operating and maintaining transport infrastructure, vehicles and rolling stock
- We exceed, where possible, relevant environmental legislation to ensure that all our operations comply with legislation and encourage good practice
- We apply responsible environmental management techniques

- We will continue to implement and develop our environmental staff engagement programme

How we deliver environmental performance

We operate a well developed Health, Safety and Environmental Management System (HSEMS) to ensure that our environmental impacts and performance are well managed. The HSEMS is regularly reviewed to take into account changes in business activities, responsibilities and legislation.

At the heart of the HSEMS are the health, safety and environment (HSE) policies, supported by a number of standards and procedures, that set requirements for our activities. The HSE policies call for us to comply both with the spirit and the letter of environmental legislation and to improve our environmental management and performance.

We also manage the environmental performance of our projects and programmes through procurement and project management processes.

Our businesses and many of our contractors produce annual Environmental Improvement Programmes, which set objectives, priorities and targets for the year ahead. We will continue to deliver some of our environmental performance in partnership with our supply chain, setting specifications, franchise and contract requirements that are closely aligned to our goals and targets.



■ London Tramlink

We monitor and report on our environmental performance regularly – periodically to internal business units, quarterly to our Safety and Sustainability Panel and annually to the public, through our Health, Safety and Environment Report. This includes information on our environmental performance and that of our main suppliers.

Why have we developed this framework?

It is important for us to set out how we will deliver our plans while maintaining the

best environmental performance possible. While our Business Plan and funding is set out for the next decade, having this vision for environmental performance helps us to identify where further effort and support will be needed.

Our environmental performance is good. However, using the underlying principles set out previously, we are committed to improving it further, especially as we are delivering more infrastructure and services.

There are strategic environmental areas that are important to us and our stakeholders. For each one, this framework sets out updated objectives and targets to illustrate why these issues are important, what we want to achieve, how they will be achieved and how we will measure progress.

Our key strategic areas are:

Air quality

Reducing polluting emissions and exposure to air pollution in London

Carbon, energy and climate resilience

Reducing carbon emissions and preparing for the potential impacts of climate change and extreme weather

Resource management

Using resources (including water) wisely and minimising waste

Noise

Managing and controlling transport-related noise and vibration

Natural environment

Respecting, protecting and enhancing the natural environment and its contribution to the quality of life

Pollution prevention

Proactively managing our activities to minimise and control pollution

Built environment

Respecting, protecting and improving the built

environment and enhancing the quality of the travel experience

We have developed five-year delivery plans that support each of the strategic goals. Highlights are summarised in the following sections.

Managing environmental impacts, current and future performance



✎ Crossrail is reusing excavated materials at Wallasea Island for the Royal Society for the Protection of Birds

Carbon, energy and climate resilience

Reducing carbon emissions and preparing for the potential impacts of climate change and extreme weather

We are currently the single biggest consumer of electricity in London and one of the top 10 in the UK. Electricity consumption is a significant contributor to climate change and we have a responsibility to use energy efficiently.

As we continue to invest in transport infrastructure and service capacity, one of our major challenges is how to reduce total carbon emissions. Progressively improving the efficiency of our operations is essential if this is to be achieved.

Approximately half of our carbon dioxide (CO₂) emissions come from electricity used for powering the Tube; the other half is associated with hydrocarbon fuel use in buses, support fleet vehicles and emissions from the taxis and private hire vehicles that we license.

Achievements

We set a target to reduce the normalised CO₂ emissions (measured in grams of CO₂ per passenger kilometre) from our main public transport services by 20 per cent in 2017/18, against a 2005/06 baseline (equivalent to 1990 emissions). In 2013, we reported a fall in normalised emissions to 61 grams equivalent CO₂ (CO₂e) per passenger kilometre, slightly more than 20 per cent below the baseline (77 grams CO₂ per passenger kilometre). As a result, we achieved the 2017/18 target in 2013. We are now setting a more ambitious goal to support the Mayor's aim of a 60 per cent CO₂ reduction in London by 2025.

We have looked at how we purchase electricity, including considering lower carbon and diversified sources, and have introduced

procurement processes to develop this further. We have also put in place a range of measures to help monitor and manage our electricity use. These include installing automatic meters at more than half of our Tube stations and in many surface transport operational premises and demonstrate carbon assessment into project decision-making and management.

In addition, we have implemented energy efficiency initiatives across our head offices, Underground and Surface Transport business areas. Those that ensure efficient use of electricity to power Tube trains are best delivered as lines and trains are upgraded. Measures implemented during recent improvement work, for instance on the Victoria line, include using regenerative braking – where energy otherwise lost when trains slow down is captured and made available for use by following trains.

A number of innovative measures have been tested at Vauxhall bus station, Walworth bus garage, head office buildings and at Leicester Square and Sloane Square Tube stations. These include renewable energy, lighting, centralised cooling and heat recovery systems, plus automation and control technology. The most successful measures will be introduced elsewhere across our organisation.

We have significantly reduced CO₂ emissions from our bus fleet by introducing hybrid engines. Also, in our support fleet, the specification for grams per kilometre of engine emissions has consistently improved. There is also the successful ongoing Destination Green staff engagement campaign and awards,