
Fencing Replacement Programme

2014-017-02

Contract Agreement

and

Contract Data

THIS CONTRACT AGREEMENT is made the day of

2015

BETWEEN

1. **Docklands Light Railway Limited, of PO Box 154, Castor Lane, Poplar, London, E14 OBL** (hereinafter called "**the Employer**") which expression shall include its successors in title and permitted assignees, and
2. **Track and Build Limited** a company incorporated in and in accordance with the laws of **ENGLAND AND WALES** having as its registered number 07719498 and its registered office at Unit 1D, North Crescent, London, E16 4TG (hereinafter called "**the Contractor**").

RECITALS

- (A) The *Employer* wishes to appoint the *Contractor* to carry out the supply and installation of new fencing at Sites on the DLR network, for which the *Employer* has submitted to the *Contractor* his invitation to tender on the 4th August 2015.
- (B) The *Contractor* has submitted his tender offer on the 1st September 2015 in response to the *Employer's* invitation to tender. The *Employer* has examined the *Contractor's* said tender and subject to the provisions of this contract is willing to engage the *Contractor* to carry out the *works* in accordance with this contract.

OPERATIVE PROVISIONS

1. In this Contract Agreement, unless the context otherwise requires, words and expressions shall have the same meaning as set out in the *conditions of contract*.
2. The *conditions of contract* are the NEC Engineering and Construction Contract Option A: Priced Contract with Activity Schedule (Third edition June 2005 with amendments June 2006 and April 2013) together with Schedule 1 Amendments to Conditions of Contract and the Schedule 1 Z Clauses.
3. This contract shall mean this document and the following documents which are hereby incorporated into and shall comprise this contract
 - 3.1 the *conditions of contract* (including, for the avoidance of doubt, the Amendments to Conditions of Contract, as set out in Schedule 1 to this document),
 - 3.2 the Contract Data,
 - 3.4 the *Works* Information,
 - 3.5 the Site Information,
 - 3.6 the Activity Schedule
 - 3.7 the *Employer's* letter of acceptance

4. The several documents forming this contract are to be taken as mutually explanatory of one another. In the event of any ambiguity they shall be construed in the order set out in Clause 3 of this Contract Agreement.
5. The *Contractor* Provides the *Works* in accordance with this contract.
6. The *Employer* pays the *Contractor* for complying with his obligations to Provide the *Works* the amount due in accordance with this contract.

This Contract Agreement has been executed as a deed and delivered on the date stated at the start of this Contract Agreement.

Executed by Docklands Light Railway Limited

[Redacted Signature]

Authorized Signatory

Executed by Track and Build Limited

[Redacted Signature]

Authorized Signatory

CONTRACT DATA

Part one - Data provided by the *Employer*

Statements given in all
contracts

1. General
- The *conditions of contract* are the NEC3 Engineering and Construction Contract (Third edition June 2005 with amendments June 2006 and April 2013) core clauses together with the clauses for main Option A, dispute resolution Option W2, secondary Options X2, X7, X16, X18 Y(UK)2, Y(UK)3 and Amendments to Conditions of Contract and Z Clauses in Schedule 1

- The *works* are

Replacement of fencing at 20 sites on the DLR network.

- The *Employer* is

Name **Docklands Light Railway Limited**

Address **PO Box 154, Castor Lane, Poplar, London, E14 0BL**

- The *Project Manager* is

Name 

Address **Docklands Light Railway, PO Box 154, Castor Lane, Poplar, London, E14 0BL**

- The *Supervisor* is

Name 

Address **Docklands Light Railway, PO Box 154, Castor Lane, Poplar, London, E14 0BL**

4. Testing and Defects
- The *defects date* is **52** weeks after Completion of the whole of the *works*
 - The *defect correction period* is **48** hours

5. Payment
- The *currency of this contract* is **Sterling**
 - The *assessment interval* is **4** weeks (not more than five)
 - Payment is made in accordance with the Payment Schedule in the Activity Schedule
 - The *retention percentage* is **■**.
 - The *interest rate* is **■** per annum (not less than 2) above the base lending rate of the Bank of England
 - The *Contractor* submits invoices on the basis of certification and such invoices contain the following information; **Vendor Number and Purchase Order Number. The Contractor submits a copy of the relevant Payment Certificate signed by the Project Manager with his invoice.**
 - The period for payment is **Within 30 days of invoice date**
-

6. Employer's Risks
- The following are additional *Employer's* risks
- 1 None
-

7. Delay Damages
- Delay damages for each section of the works are

<i>Section</i>	<i>description</i>	<i>amount per day</i>
1	None	
2		

- Delay damages for the remainder of the *works* are:

per day

- Delay damages for Completion of the whole of the *works* are:

per day

8. Performance Bond

- A performance bond is not required

9. Programme

- The Contractor submits a first programme for acceptance within 2 weeks of the Contract Date. The Contractor's programme complies with all dates and timescales set out in the Contract Data.

10. Contractors Liability

- The Contractor's liabilities are as follows:

For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to **of the contract Price**

The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to **of the contract Price**

The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to **of the contract Price**

The end of liability date is **years** after the Completion of the whole of the *works*

11. Insurance

- The *Employer* and the *Contractor* provide the insurances as stated in Schedule 2 hereto to be provided by the *Employer*.

The insurances being provided by the *Employer* are subject to the following deductables:

Construction All Risks

██████████ each occurrence in respect of loss or damage caused to the works by defects in design, plan, specification, materials or workmanship.

██████████ each occurrence in respect of loss or damage caused by storm tempest, water damage, subsidence or collapse.

██████████ each occurrence in respect of loss or damage caused by defect in design, plan, specification, materials or workmanship.

██████████ each occurrence all other losses

Public Liability

██████████ each and every occurrence

12. Additional Conditions

- The *additional conditions of contract* are those set out in Schedule 1 to the Contract Agreement

Part two - Data provided by the Contractor

Statements given in all contracts

13. General

- The Contractor is

Name Track and Build Ltd

Address Unit 1D, North Crescent, London, E16 4TG

14. Fee Percentages

- The direct fee percentage is [REDACTED]

- The subcontracted fee percentage is [REDACTED]

15. Working Areas

- The working areas are the Site

16. Key People

- The key people are

(1) Name [REDACTED]

Job Project Manager

Responsibilities Overall Project Lead

(2) Name [REDACTED]

Job Site Supervisor

Responsibilities In charge of work site

(3) Name [REDACTED]

Job Operations Director

Responsibilities Overall Company Lead

17. Risk Register
- The following matters will be included in the Risk Register
- None
-
18. Contractor's Design
- The *Works* Information for the *Contractor's* design is in the Works Information titled "*Contractor's Works Information*"
-
19. Activity Schedule / Price
- The *activity schedule* is in the Activity Schedule and also contains the contract Payment Profile and payment Schedule.
20. Prices
- The tendered total of the Prices is: [REDACTED]

**Data for the Shorter
Schedule of Cost
Components**

The percentage for people overheads is _____

The published list of Equipment is the last edition of the list published by:

The percentage for adjustment for Equipment in the published list is (state plus or minus)

The rates for other Equipment are

Equipment	size or capacity	rate
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The hourly rates for Defined Cost of design outside the Working Areas are

category of employee	hourly rate
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Project Director	
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Lead Engineer	
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Project Manager	
-----------------	--

Senior Engineer	
-----------------	--

Managers / Supervisors	
------------------------	--

Installation Technician	
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The percentage for design overheads is Not Used

The uplift to labour rates are as follows:

- Working Day Overtime:
- Saturday / Sunday working:

SCHEDULE 1
AMENDMENTS TO CONDITIONS OF CONTRACT

The Core clauses, Main Option A clauses and the Secondary Option clauses are amended as follows:

- Clause 11.2(1) At the end insert: “Neither the Accepted Programme, nor any method statement attached to the Accepted Programme, form part of the *Works Information*”.
- Clause 11.2(4) Delete and substitute: “The Contract Date is the date of the Contract Agreement.”
- Clause 11.2(5) At the end of first bullet point insert: “the *Contractor’s* obligations under this contract or”.
- In the second bullet point after “the applicable law” insert the words “or all applicable licences and approvals”.
- Clause 11.2(11) After *Employer* insert “(which expression includes its successors in title and permitted assigns)”.
- Clause 11.2(17) In the first sentence, after “organisation” insert “including, without limitation any sub-consultant”
- In the first bullet point, after “install” insert “or design”.
- Clause 11.2(19) In the first line delete the word “either”.
- In the first bullet point after *works* delete “or” and insert “and/or”.
- Clause 11.2 Insert the following new definitions
- “(34) Background IPR means IPR owned by the *Contractor* or a Subcontractor or other third party and which **is not vested in** or not assigned to the *Employer* pursuant to clause 22.1.
- (35) Not Used.
- (36) Cessation Plan means a plan agreed between the Parties or

determined by the *Employer* pursuant to clause 94 to give effect to a Declaration of Ineffectiveness.

- (37) Not Used
- (38) The Contract Agreement is the document executed by the *Employer* and the *Contractor* under which the *Contractor* has agreed to Provide the *Works*.
- (39) Contract Information means (i) this contract in its entirety (including from time to time agreed changes to this contract) and (ii) data extracted from invoices submitted by the *Contractor* which consists of the *Contractor's* name, the expenditure account code, the expenditure account code description, the SAP document number, the clearing date and the invoice amount.
- (40) Declaration of Ineffectiveness means a declaration of ineffectiveness in relation to this contract made by a Court of competent jurisdiction pursuant to Regulation 47(k) of the Public Contracts Regulations 2006 (as amended) or Regulation 45(k) of the Utilities Contracts Regulations 2006 (as amended) .
- (41) Dispute means any dispute, controversy or claim arising out of or in connection with this contract.
- (42) Holding Company means any company which from time to time directly or indirectly controls the *Contractor* where "control" is as defined by Section 1124 of the Corporation Tax Act 2010.
- (43) Indirect Subcontractor means any subcontractor or subconsultant of whatever tier beneath any Subcontractor appointed in relation to the *works*.
- (44) Insolvency means (in the case of a company or partnership) the making of a winding-up order against it, the appointment of a provisional liquidator, the passing of a resolution for winding-up (other than in order to amalgamate or reconstruct without insolvency), the making of an administration order against it, the appointment of a receiver, receiver and manager, or administrative receiver over the whole or a substantial part of its undertaking or assets, or the making of an arrangement with its creditors or (in the case of an individual) the presentation of a petition for bankruptcy, the making of a bankruptcy order against him, the appointment of a receiver over his assets or the making of an

arrangement with his creditor.

- (45) IPR means intellectual property rights including patents, trade marks or names, service marks, trade names, design rights (in each case whether registered or unregistered), copyright (including rights in computer software and databases), moral rights, rights in know-how, rights in domain names, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, (including any professional, manufacturer's or supplier's warranties and/or indemnities) in each case whether registered or unregistered, and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect anywhere in the world.
- (46) Notice of Adjudication means any notice given by a party to the Dispute to the other party or parties thereto requiring reference of a Dispute to the *Adjudicator* in accordance with clause W2.1. The Notice of Adjudication includes
- the nature and a brief description of the Dispute,
details of where and when the Dispute arose, and
the nature of the redress which is sought.
- (47) Prevention Event has the meaning ascribed to that term in clause 19.1.
- (48) Senior Representative means a representative of a Party at senior executive level.
- (49) A Statutory Requirement is
- any Act of Parliament
- any instrument, rule or order made under any Act of Parliament
- any regulation or bylaw of any local authority or of any Statutory Undertaker which has any jurisdiction with regard to the *works* or with whose systems the same are or will be connected including any statutory provisions and
- any decisions of a relevant authority under the statutory provisions which control the right to develop the site on which the *works* are to be provided (including, without limitation, any planning permission).
- (50) Statutory Undertaker means any governmental or local authority or

statutory undertaker

which has any jurisdiction with regard to the *works*

with whose requirements the *Employer* is required to comply or

with whose systems and/or utilities the *works* will be associated.

(51) TfL Group means Transport for London (“TfL”), a statutory body set up by the Greater London Authority Act 1999 and all of its subsidiaries and their subsidiaries (as defined in Section 1159 of the Companies Act 2006) from time to time, together with Cross London Rail Links Limited (company number 04212657) and reference to any “member of the TfL Group” refers to TfL or any such subsidiary.

(52) TfL Premises are any premises owned, leased or under the control of any member of the TfL Group.

(53) Transparency Commitment means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which TfL is committed to publishing its contracts, tender documents and data from invoices received.

(54) The Workplace Policy is the *Employer’s* “Workplace Harassment Policy”, as updated from time to time, copies of which are available on request from the *Employer*.

Clause 12.2 Delete the current wording in clause 12.2 and replace with “This contract is governed by English law and the parties submit to the non-exclusive jurisdiction of the English Courts.”

Clause 12.4 Delete the existing wording and replace with: This contract supersedes any previous agreement, arrangement or understanding between the *Employer* and the *Contractor* in relation to the matters dealt with in this contract and represents the entire understanding and agreement between the *Employer* and the *Contractor* in relation to such matters. The *Employer* and *Contractor* acknowledge and agree that each of them has not relied upon any prior representation by the other in entering into this contract.

Clause 12.5 Insert a new clause: Any obligation imposed on either Party in this contract in the present tense is to be construed as an on-going obligation unless that obligation has been fulfilled.

Clause 12.6 Insert a new clause: Save that any member of the TfL Group has the

right to enforce the terms of this contract in accordance with the Contracts (Rights of Third Parties) Act 1999, the *Employer* and the *Contractor* do not intend that any of the terms of this contract are enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party. Notwithstanding the terms of this clause, the Parties are entitled to vary or rescind this contract without the consent of any or all members of the TfL Group (other than the *Employer*).

- Clause 12.7 Insert a new clause: If any clause or part of this contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this contract and will be ineffective without, as far as is possible, modifying any other clause or part of this contract and this will not affect any other provisions of this contract which will remain in full force and effect. In the event that in the *Employer's* reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of this contract, the *Employer* and the *Contractor* immediately commence good faith negotiations to remedy such invalidity.
- Clause 12.8 Insert a new clause: The headings to the sections, clauses and sub-clauses of these *conditions of contract* are for convenience only and do not affect their construction or interpretation.
- Clause 12.9 Insert a new clause: A reference in these *conditions of contract* to any applicable law or Statutory Requirement includes

that law or Statutory Requirement as from time to time amended, re-enacted or substituted and

any orders, rules, regulations, schemes, warrants, bye-laws, directives or codes of practice raised under any such law or Statutory Requirement.
- Clause 12.10 Insert a new clause: Notwithstanding the Contract Date, the conditions of this contract cover all work carried out by the *Contractor* from the date when he first commenced performance of the *works* and this contract and the warranties and undertakings in this contract are deemed to apply to all work performed by the *Contractor* both before and after the Contract Date.
- Clause 12.11 Insert a new clause: Failure by the *Employer* to exercise his rights under this contract does not constitute waiver of those rights nor any of

them nor does any such failure relieve the *Contractor* from any of his obligations under this contract. The waiver in one instance of any right, condition or requirement does not constitute a continuing or general waiver of that or any other right, condition or requirement.

- Clause 13.3 At the end insert: Where the *period for reply* includes Christmas Day, Good Friday or a day under which the Banking and Financial Dealings Act 1971 is a Bank Holiday in England and Wales, that day is excluded for the purpose of calculating the period.
- Clause 14.1 Delete and substitute: No acceptance, approvals, comments, instructions, consents or advice or indication of satisfaction given by or from the *Employer*, the *Project Manager* or the *Supervisor*, nor any enquiry or inspection which the *Employer*, the *Project Manager* or the *Supervisor* makes or has carried out for its benefit or on its behalf at any time, operates to reduce, extinguish, exclude, limit or modify the *Contractor's* duties and obligations under this contract unless it is in writing from the *Employer*, refers to this contract and clearly identifies the duty or obligation and the extent to which such duty or obligation is to be reduced, extinguished, excluded, limited or modified.
- Clause 16.2 Delete "Either the *Project Manager* or the *Contractor* may instruct the other" and substitute "*The Project Manager* may instruct the *Contractor* or the *Contractor* may request the *Project Manager* (such request not to be unreasonably refused)".
- Clause 16.4 Add at the end of the clause: For the avoidance of doubt, revisions to the Risk Register do not give rise to a compensation event and merely reflect the decisions reached at the risk reduction meeting. The *Contractor's* only entitlement to a change in the Prices, the Completion Date or a Key Date as a result of any revision to the Risk Register is in accordance with clauses 60 to 65
- Clause 17.2 Insert a new clause: There is no addition to the Prices, any change to any Key Date or the Completion Date arising from any such ambiguity or inconsistency where the *Project Manager* decides that the ambiguity or inconsistency in question is one arising from a document which the *Contractor* prepared or is responsible for. The *Project Manager* notifies the *Contractor* of this decision.
- Clause 17.3 Insert a new clause: Where there is a discrepancy or conflict between or within the documents forming this contract, the provisions of the *conditions of contract* prevail over all other documents and the

Amendments to Conditions of Contract clauses prevail over all other parts of the *conditions of contract*.

- Clause 17.4 Insert a new clause: the *Contractor* accepts entire responsibility for the *Contractor's* design and for any mistake, inaccuracy, discrepancy or omission contained in the same
- Clause 17.5 Insert a new clause: The *Contractor* is deemed to have verified the accuracy of any information provided by the *Employer*, the *Project Manager* and/or the *Supervisor*
- Clause 18.1 After "impossible" insert "or to carry out *works* which if completed in accordance with this contract will result in the *works* not being in accordance with the Statutory Requirements".
- Clause 19.1 Insert after "and which" in the second paragraph:
"is not a shortage of staff whether caused by local market fluctuations or otherwise an event of Insolvency of the *Contractor* or any Subcontractor, Indirect Subcontractor or supplier or an event attributable to any negligence, omission or default of the *Contractor* or any of his employees or agents or any Subcontractor or Indirect Subcontractor or any of their employees or agents and which"
and after the fourth bullet point insert:
"and the *Contractor* can demonstrate that he did not allow for it in his tender then this is a "Prevention Event" and"
- Clause 20.1 At the end insert: "and the Statutory Requirements, and the *Contractor* ensures that the *works* will, when completed, comply with the *Works* Information and satisfy any requirement identified in the *Works* Information and this contract."
- Clause 20.6 Insert new clause: The *Contractor* warrants and undertakes to the *Employer* as a condition of this contract that
he has examined the *Works* Information and all other documents forming this contract and is not aware of any ambiguity or discrepancy within or between any of the contract documents which might adversely affect the carrying out of his work in accordance with this contract,
he has all the resources including financial, technical and human resources as are required to carry out and complete his work in accordance with this contract,
his work and those parts of the *works* for which the *Contractor* is responsible will be designed and specified using the best modern

engineering principles and practices at the time of preparing the design and in accordance with good industry practice, and

the proceeds of a claim made in connection with this contract under insurance taken out by the *Contractor* pursuant to clause 81 of the *conditions of contract* will be used solely for the purposes of the *works* and for no other purpose.”

Clause 21.1 Insert at the end of the clause: “The *Contractor* integrates and coordinates his design (if any) with the designs of Others and in accordance with the *Works Information* and the instructions of the *Project Manager*.”

Clause 21.2 Delete the second sentence and replace with “Reasons for not accepting the *Contractor’s* design are that

- “it does not comply with the *Works Information*, applicable law or Statutory Requirements,
- it is not integrated and coordinated with the designs of Others where the *Contractor* is required by the *Works Information* or the instructions of the *Employer* to integrate and/or coordinate his design with the designs of Others or such integration is necessary for the *Contractor* to Provide the *Works*,
- it does not comply with this contract.”

Clause 21.4 Insert new clause

(1) The *Contractor* warrants to the *Employer* that insofar as it is responsible for the design of the *works*, it has exercised and exercises in the design of the *works* all reasonable skill, care and diligence as may be expected of a properly qualified designer of the appropriate discipline(s) for such design, experienced in carrying out *works* of a similar scope, nature, timescale and complexity and on a similar site or at a similar location to the *works*

(2) The *Contractor* warrants to the *Employer* that it uses the reasonable skill, care and diligence set out in clause 21.4(1) to see that the *works* comply with any performance specification or requirement included or referred to in the *Works Information* or the *Contractor’s* design (including any changes to the *Works Information*) and comply with all Statutory Requirements. The *Contractor* warrants that any part of the *works* designed by the *Contractor* will interface and integrate

fully with any design prepared by, or on behalf, of the *Employer*.

Clause 21.5

Insert new clause

- (1) Subject to the *Works* Information and any changes to it the *Contractor* warrants that to the extent the *Contractor* either is obliged to specify or approve products or materials for use in the *works* or does so specify or approve, the *Contractor* does not specify, approve or use any products or materials which are generally known within the construction industry to be deleterious at the time of use in the particular circumstances in which they are used, or those identified as potentially hazardous in or not in conformity with
 - (a) the report entitled "Good Practice in the Selection of Construction Materials" (1997, by Tony Sheehan, Ove Arup & Partners, published by the British Council for Offices and the British Property Federation) other than the recommendations for good practice contained in Section 2 of that report,
 - (b) relevant British or European Standards or Codes of Practice, or
 - (c) any publications of the Building Research Establishment related to the specification of products or materials.
- (2) If in the performance of its duties under this contract, the *Contractor* becomes aware that he or any other person has specified or used, or authorised or approved the specification or use by others of, any such products or materials, the *Contractor* notifies the *Project Manager* in writing immediately. This clause does not create any additional duty for the *Contractor* to inspect or check the work of others which is not required by this contract."

Clause 22 Delete and replace with

Intellectual Property Rights

- Clause 22.1 The parties agree that the Intellectual Property Rights (IPR) in all documents, drawings, materials, computer software, any other material or *works* prepared or developed by or on behalf of the *Contractor* in the performance of this contract (including IPR in materials or *works* created by a Subcontractor or Indirect Subcontractor) vests in the *Employer*. The *Contractor* procures that each Subcontractor and Indirect Subcontractor assigns such IPR to the *Employer*.
- Clause 22.2 In respect of Background IPR, the *Contractor* grants (in respect of his own Background IPR) and procures the grant of (in respect of a Subcontractor or Indirect Subcontractor's Background IPR) a non-exclusive, perpetual, irrevocable, royalty free licence (including the right to sub-licence) to the *Employer* and any novated *Employer* to use the Background IPR for all purposes, including (without limitation) for the purposes of
- understanding the *works*, completing, operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting and replacing the *works*, extending, interfacing with, integrating with, connection into and adjusting the *works* and/or the *works* of Others, and enabling the *Employer* to carry out the operation, maintenance, repair, renewal and enhancement of the "Docklands Light Railway" network (where applicable).
- Clause 22.3 The *Contractor* warrants and undertakes that he has the right to grant the *Employer* a licence to use the *Contractor's* Background IPR for all purposes, including (without limitation) for the purposes listed in clause 22.2.
- Clause 22.4 The *Contractor* indemnifies the *Employer* and members of the TfL Group against all losses arising out of any use by the *Employer* of the Background IPR, including, without limitation, any claim that the exploitation of the licence granted by the *Contractor* under clause 22.2 infringes the intellectual property rights or other rights of any third party.
- Clause 22.5 The *Contractor* shall have no right (save where expressly permitted under this contract or with the *Employer's* prior written consent) to use any trade marks, trade names, logos or other intellectual property rights of the *Employer*.

- Clause 22.6 The *Contractor* acknowledges that he is the author of all documents, drawings, materials, computer software, and any other materials or *works* prepared and developed by him in the performance of this contract and waives any moral rights which he might be deemed to possess under Chapter IV of the Copyright Design & Patents Act 1988 in respect thereof and of the *works*.
- Clause 22.7 IPR in all items supplied and owned by the TfL Group to the *Contractor* remains the property of the TfL Group.
- Clause 22.8 The *Employer* grants to the *Contractor* a non-exclusive, non-transferable, revocable licence to use all IPR owned (or capable of being so licensed) by the *Employer* and required by the *Contractor* in order to Provide the *Works*. Any such licence is granted for the duration of this contract solely to enable the *Contractor* to comply with its obligations under this contract.
- Clause 22.9 The *Contractor* promptly notifies the *Employer* upon becoming aware of an infringement, alleged infringement or potential infringement of any IPR (including any claims and demands relating to the same) which affects or may affect the provision of the *works*.
- Clause 22.10 Subject to the *Employer's* proper observance of its obligations under this contract, the *Contractor* indemnifies the *Employer* against all actions, claims, demands, costs, damages, charges or expenses (including legal costs on a full indemnity basis) that arise from or are incurred by reason of any infringement or alleged infringement of any IPR.
- Clause 22.11 The *Employer*, at the request of the *Contractor*, gives the *Contractor* all reasonable assistance for the purpose of contesting any such claim, demand or action. The *Contractor* reimburses the *Employer* for all costs and expenses (including legal costs) incurred in doing so and/or the *Contractor* shall conduct any litigation and all negotiations at its own expense arising from such claim, demand or action. The *Contractor* consults with the *Employer* in respect of the conduct of any claim, demand or action and keeps the *Employer* regularly and fully informed as to the progress of such claim, demand or action.”
- Clause 23.1 Insert an additional bullet point between the first and second bullet points:
- “• this contract”

- Clause 24.2 In the first sentence delete “an employee” and replace with “any person under the control of the *Contractor*.”
- In the second sentence delete “the employee” and replace with “such person”.
- Clause 26.3 Insert a further bullet point after the bullet “they do ... co-operation”:
- “ • in the opinion of the *Project Manager* they are not consistent with the terms of this contract”.
- Clause 26.5 Insert new clause: “Where the *Contractor* has proposed a Subcontractor in Contract Data Part Two for part of the *works*, acceptance of Contract Data Part Two by the *Employer* without qualification of such proposal is deemed to be a consent on the same legal basis as consent by the *Project Manager* under clause 26.2. Any such Subcontractor is not removed by the *Contractor* from the part of the *works* for which he has been proposed without the prior written consent of the *Project Manager*.”
- Clause 26.6 Insert new clause: Neither the objection to nor any failure to raise an objection to a proposed Subcontractor either by or through the *Project Manager* relieves the *Contractor* of any liability or obligation under this contract.”
- Clause 27.5 Insert new clause: The terms and conditions of this contract and the warranties and undertakings which it contains apply to all *works* performed and to be performed by the *Contractor* in relation to the project to which the *works* relate both before and after the Contract Date.”
- Clause 27.6 Insert new clause: “The *Employer* may assign the benefit of and its rights under this contract without the consent of the *Contractor* being required. The *Contractor* shall not assign the benefit of and its rights under this contract without the prior written consent of the *Employer*”.
- Clause 27.7 Insert new clause
- (1) The *Contractor* takes full responsibility for the adequacy stability and safety of all site operations and methods of construction and complies fully with the requirements of relevant health and safety legislation and regulations.
 - (2) The *Contractor* throughout the progress of the *works* and while the *Contractor* has access to the Site in accordance with this contract has full regard for the safety of all persons entitled to be upon the Site and keeps the Site (so far as the same is

under his control) and the *works* (so far as the same have not been handed over to or occupied by the *Employer*) in an orderly state appropriate to the avoidance of danger to such persons and, without limitation, in connection with the *works*, provides and maintains at his own cost all lights guards fencing warning signs and watching when and where necessary or where required by any competent statutory or other authority for the protection of the *works* or for the safety and convenience of the public or Others.

- (3) Not Used.
- (4) Not Used.
- (5) Before the commencement of work on Site the *Contractor* provides the *Project Manager* with a copy of his Statement of Health and Safety Policy, and that of any Subcontractor prior to such Subcontractor commencing work on the Site.
- (6) The *Contractor* to the extent that he is in control of the Site or any part of it within the meaning of Section 4 of the Health and Safety at Work etc. Act 1974 keeps the Site, its access and egress, safe and without risk to the health of persons using it.
- (7) The *Contractor* at all times co-operates, so far as is reasonably practicable, with all parties having health and safety responsibilities on or adjacent to the Site for the effective discharge of those responsibilities.”

Clause 27.8

Insert new clause “The *Contractor* acknowledges that the *Employer* is under a duty under Section 17 of the Crime and Disorder Act, 1998 to have due regard to the impact of crime, disorder and community safety in the exercise of the *Employer’s* duties, where appropriate, identify actions to reduce levels of crime and disorder and without prejudice to any other obligation imposed on the *Employer*, exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area and in the performance of this contract, the *Contractor* assists and co-operates, and uses reasonable endeavours to procure that its Subcontractors and Indirect Subcontractors assist and co-operate, with the *Employer* where possible to enable the *Employer* to satisfy its duty.”

- Clause 27.9 Insert new clause “The *Contractor* performs all the functions and duties of the “principal *Contractor*” under the Site Waste Management Plans Regulations 2008 and any amendment, consolidation, revision and/or replacement thereto.”
- Clause 27.10 Insert new clause “The *Contractor* shall be deemed to be fully acquainted with the physical conditions (including the sub-surface conditions) and other conditions of or affecting the Site of the *works* before the Contract Date and to have obtained all necessary information as to risks, contingencies and all other circumstances which may influence or affect the execution of the *works*. No failure on the part of the *Contractor* to discover or foresee any such condition, risk, contingency or circumstance entitles the *Contractor* to a compensation event and/or any additional payment (whether by way of an addition to the Prices or otherwise) or to any change to the Completion Date and/or Key Dates. As between the *Contractor* and the *Employer*, the *Contractor* does not rely upon any survey, report or other document prepared by or on behalf of the *Employer* regarding any such matter as is referred to in this clause or as set out in the *Works* Information and/or Site Information and the *Employer* makes no representation or warranty as to the accuracy or completeness of any such survey, report or document. The *Employer* has no liability arising out of or in relation to any such survey, report or document or from any representation or statement, whether negligently or otherwise made, contained in such survey, report or other document.”
- Clause 27.11 Insert new clause “If requested by the *Employer*, the *Contractor* enters into a novation agreement within the period for reply in the form of the novation agreement in the form attached or in such other format as the *Employer* may reasonably require in order to novate the benefit and burden of this contract to another member of the TfL Group.”
- Clause 27.12 Insert new clause: The *Contractor* gives notice to the *Employer* within 10 days where
- there is any change in ownership of the *Contractor* where such change relates to fifty percent (50%) or more of the issued share capital of the *Contractor*, and
 - there is any change in ownership of the Holding Company where such change relates to fifty percent (50%) or more of the issued share capital of the Holding Company; and
 - (in the case of an unincorporated *Contractor*) there is any change in the management personnel of the *Contractor*, which

alone or taken with any other change in management personnel not previously notified to the *Employer*, equates to a change in the identity of fifty percent (50%) or more of the management personnel of the *Contractor*.”

- Clause 30.4 Insert new clause: The *Contractor* proceeds regularly and diligently to Provide the *Works* in accordance with this contract, and uses all reasonable endeavours to prevent and/or reduce any delay in the progress of the *works*.”
- Clause 37.1 Insert new clause: “The *Project Manager* may instruct the *Contractor* to carry out the works in a difference sequence to that contained in any accepted programme, provided that such instruction has been given with reasonable notice. An instruction under this clause is not a Compensation Event”
- Clause 37.2 Insert new clause: “The *Contractor* issues an updated programme showing the implementation of the *Project Manager’s* instruction under Clause 37.1”
- Clause 45.3 For the avoidance of doubt, the *Contractor* continues to be liable for Defects (including Defects listed in the Defects Certificate and latent or inherent Defects) after the issue of the Defects Certificate, the operation of this section 4 and the termination of this contract for any reason (including breach by the *Employer*) in accordance with the *law of the contract*, subject to any time limit on claims and limitation on liability expressly provided by this contract”.
- Clause 50.1A Insert new clause: The *Contractor* submits an application for payment to the *Project Manager* in a form approved by the *Project Manager* not less than fourteen days prior to each assessment date. The application states the sum that the *Contractor* considers to be due to him at the payment due date and the basis on which that sum is calculated.”
- Clause 50.4 In line two delete "on or before the assessment date" and substitute "in accordance with clause 50.1A".
- Clause 50.8 Insert new clause “All sums payable by or to the *Employer* or the *Contractor* are exclusive of Value Added Tax (“VAT”). Where VAT is chargeable on such sums, the payer pays, upon production of a valid VAT invoice by the payee, such VAT in addition to such sums.”
- Clause 50.9 Insert new clause
- (1) If a parent company guarantee has been required from the *Contractor* by the inclusion of optional clause X4 (parent company

guarantee) then one quarter of the Price for Work Done to Date is retained in assessments of the amount due until the *Contractor* has provided the relevant guarantee in accordance with optional clause X4, and

(2) In addition or in the alternative if a performance bond has been required from the *Contractor* by the inclusion of optional clause X13 (performance bond) then one quarter of the Price for Work Done to Date is retained in assessments of the amount due until the *Contractor* has provided the relevant performance bond in accordance with optional clause X13, and

(3) the *Employer* shall pay any amount retained pursuant to clause 50.9 (1) and/or 50.9 (2) to the *Contractor* within 10 days of the provision to the *Employer* of the relevant guarantee or performance bond. The total amount retained by the *Employer* pursuant to this clause 50.9 shall not exceed half of the Price for Work Done to Date.”

Clause 50.10 Insert new clause “In addition to any other rights of the *Employer* whether at law or equity under this contract, whenever

under this contract or any other contract between the *Employer* and the *Contractor* any sum of money is recoverable from or payable by the *Contractor* or

any damages, costs, charges, expenses, debts, sums or other amounts are reasonably and properly owed to, or incurred by, the *Employer* or where any member of the TfL Group is the *Employer* only, any member of the TfL Group arising out of or attributable to this contract or any other contract between the *Employer* and the *Contractor*

then the same may be deducted from any sum otherwise due or which at any time may otherwise become due to the *Contractor* under this contract.”

Clause 51.1 Delete the first sentence and replace it with:

“The *Project Manager* certifies a payment within one week of each assessment date and issues a copy of the certificate to the *Contractor*.”

Clause 51.1A Insert new clause: As soon as reasonably practicable and in any event not later than five days of receipt of a certificate in accordance with clause 51.1 the *Contractor* issues a valid VAT invoice for the amount stated on the certificate. The *Contractor* issues invoices in the manner

and format required by the Contract Data and/or the *Works Information*.”

- Clause 51.4 At the end of the clause add: The parties agree that the provisions in this *contract* for the payment of interest constitute a substantial remedy for late payment of any sum payable under this contract in accordance with section 8(2) of the Late Payment of Commercial Debts (Interest) Act 1998
- Clause 60.1(12) Delete clause
- Clause 60.1(13) Delete clause
- Clause 60.1(18) After “of contract by” insert “or act of prevention on the part of”. After “*Employer*” insert “(except to the extent that it is caused or contributed to by the *Contractor* any Subcontractor or Indirect Subcontractor or any person for whom those parties are responsible)”.
- Clause 60.1(19) Delete and replace with: An event which is a Prevention Event and is not a breach of contract by the *Contractor* and is not one of the other compensation events stated in this contract provided that the *Contractor* is not entitled under this sub-clause 60.1(19) to any change to the Prices.”
- Clause 61.7 At the end insert: No change in Prices is made in respect of any compensation event notified after the *defects date*
- Clause 63.3 At the end of the second sentence insert: provided always that any delay is only assessed as giving rise to a change in the Completion Date or a Key Date if and to the extent that the compensation event is the sole or principal cause of the delay, and there is sufficient evidence to demonstrate that the compensation event has caused or (in the case of future delay) will cause delay to the Completion Date or a Key Date
- For the avoidance of any doubt, the *Employer* may assess and fix an earlier Completion Date or Key Date if the effect of the compensation event is to reduce the time required for Completion or meeting a Key Date.”
- Clause 63.4 At the end of the clause delete the full stop and insert: “and the *Employer* has no financial liability to the *Contractor* other than amounts claimable and recoverable under this contract.”
- Clause 63.6 After “event includes” insert the words “reasonable and proportionate”.

- Clause 70.1 Delete and substitute No payment is made to the *Contractor* on account of Plant and Materials which are outside the Working Areas unless immediately on payment and without any further act being necessary title passes to the *Employer* and the *Contractor* ensures that the Plant and Materials are clearly tagged, identified as the *Employer's* and set aside for the *Employer*. Risk in such Plant and Materials does not pass on payment.”
- Clause 70.2 At the end insert: Notwithstanding the first sentence of clause 70.2, title passes to the *Employer* on payment being made by the *Employer* to the *Contractor* for Plant and Materials outside the Working Area
- Clause 83.1 Delete clause 83.1 and replace with the following new clause: The *Contractor* is responsible for and indemnifies the *Employer*, his employees and agents against all expenses, liabilities, losses, claims, proceedings, compensation and costs whatsoever (“Losses”) incurred in respect of death or injury to any person, loss or damage to property (including property belonging to the *Employer* or for which he is responsible) and any other loss damage (other than the *works*) cost or expense including but not limited to that incurred or suffered by the *Employer* due to losses arising under its contracts with Others which may arise out of or in the course of or by reason of the *Contractor's* performance, non-performance or part performance of this contract to the extent that such Losses are due to any negligence, breach of contract, breach of statutory duty, error, act, omission, or default by the *Contractor*, his employees, Subcontractors, Indirect Subcontractors or agents or due to matters, circumstances or events which are at the *Contractor's* risk.”
- Clause 83.2 Delete clause 83.2 and replace with the following new clause: The *Contractor's* indemnity under sub-clause 83.1 remains in force for the duration of this contract and continues to survive the expiry or termination of the *Contractor's* appointment under this contract and/or the expiry or termination of this contract. Without prejudice to the survival of any other clauses or schedules, the clauses or schedules of this contract necessary to give effect to the *Contractor's* indemnity under clause 83.1 also survive expiry or termination of the *Contractor's* appointment under this contract and/or the expiry or termination of this contract.
- Clause 83.3 Add new clause 83.3 as follows: The *Contractor* is not responsible for and does not indemnify the *Employer* for Losses to the extent that such Losses are caused by the negligence of the *Employer*, his employees

or agents.”

Clause 84.1 Delete “Insurance Table” and substitute with “Insurance Table set out in **Schedule 2.**” Replace the reference to Contract Data in line two and in line 3 with “Insurance Table set out in **Schedule 2.**”

At the end of the clause insert:

Subject to clause 84.4, the insurances provide cover from the *starting date* until the Defects Certificate or a termination certificate has been issued, whichever is the later (or for such other period as stated in the Contract Data).

Clause 84.2 Delete the “Insurance Table” in its entirety. Insert “not used”.

Clause 84.3 Insert a new clause as follows: The insurance requirements under this contract do not relieve the *Contractor* from any of his other obligations and liabilities under this contract”.

Clause 84.4 Insert a new clause:

(1) The *Contractor*, at his own cost, takes out and maintains professional indemnity insurance with a limit of indemnity of not less than the sum stated in **Schedule 2** for any one occurrence or series of occurrences arising out of any one event, in relation to the *works* provided always that such insurance is in place from the Contract Date until no less than twelve (12) years after Completion of the *works* the insurance premiums in respect of the insurance are at all times the responsibility of the *Contractor* and if such insurance ceases to be available to the *Contractor* (and/or design and build *Contractors* engaged in services of a similar size, nature and complexity as the *Contractor*) at commercially reasonable rates and terms (such non availability to be confirmed by an independent insurance agent operating in the UK market), excluding any increase in premiums attributable to the actions, omissions, claims record, error or defaults of the *Contractor*, the *Contractor* immediately notifies the *Employer* and the *Contractor* and the *Employer* then meet and the *Contractor* outlines the steps he intends to take to manage such risks. If the steps proposed by the *Contractor* are not reasonably acceptable to the *Employer*, the parties shall agree an alternative method of managing such risk.

- (2) The *Contractor* carries out his obligations under this contract and ensures that his servants or agents carry out their respective obligations in such manner that all requirements, terms, conditions, stipulations and provisos of the insurance required by clause 84.4 (1) are at all times fully complied with”.

Clause 84.5 Insert a new clause: The *Contractor* provides insurance covering loss or damage to motor vehicles and liability to third parties arising out of the use of motor vehicles used in connection with the *works*. Such insurance shall contain an indemnity to principals clause. The minimum amount of cover/indemnity provided by such insurance shall be the replacement cost in respect of loss or damage and the amount required by the applicable law in respect of third party liability.”

Clause 84.6 Insert a new clause: The *Employer* provides the insurances set out in the contract Schedule 2 to the extent such insurance is available at reasonable commercial rates. Nothing in such insurance changes the allocation of risks to the *Contractor* and the *Employer* as set out in clause 80 and clause 81.”

Clause 85.5 Insert a new clause: In relation to all claims made under insurances obtained by the *Employer* (as set out in the Contract Data Part One) the following provisions apply.

- (1) Unless the *Employer* otherwise decides, the *Contractor* authorises the *Employer* to submit all claims and the *Employer* submits and administers all claims.
- (2) Without prejudice to any other right, remedy or power of the *Employer*, the *Contractor* must provide such information, documents and records in connection with such claims as the *Employer* requires forthwith on demand, regardless of whether the *Employer* is submitting or administering the claim.
- (3) Without prejudice to any other right, remedy or power of the *Employer*, the *Contractor* authorises insurers to pay monies under the insurances to the *Employer*.
- (4) The *Employer*, after receipt of monies paid under the insurances, allocates and pays to each party insured that portion of the monies received for the purpose of rectifying the loss that each party insured has suffered. The *Contractor* bears the cost of all deductibles.

(5) If the premiums payable by the *Employer* increase due to or as a result of claims caused by the *Contractor* arising from events within the control of the *Contractor* (including claims attributable to its Subcontractors and/or Indirect Subcontractors) then the *Contractor* shall pay to the *Employer* the increase in premium.”

Clause 85.6 Insert a new clause: The *Contractor* effects any insurances which it is required to provide under this contract promptly with a reputable insurer or insurers accepted by the *Project Manager* and authorised to underwrite such risks in the United Kingdom.”

Clause 85.7 Insert a new clause: The *Contractor* promptly notifies the *Project Manager* in writing of any claim, event, fact, matter or circumstance which may give rise to the right to make any claim on any insurance.”

Clause 85.8 Insert a new clause: The *Contractor* does not compromise, surrender, release, settle or waive any claim or potential claim which the *Contractor* has or may have the right to bring, or has brought, under any insurance without the prior consent of the *Project Manager*.”

Clause 85.9 Insert a new clause: The *Contractor* does not by any act or omission exclude, limit, reduce, vitiate, prejudice, lose or forgo any of the *Contractor's* and/or the *Employer's* rights to make or proceed with a claim against any insurer.”

Clause 85.10 Insert a new clause: If the *Contractor* is informed that any insurer providing insurance required by this contract intends to cancel or change any term of any insurance required by this contract, the *Contractor* promptly notifies the *Project Manager* of such intention.”

Clause 85.11 Insert a new clause: The *Contractor* promptly notifies the *Project Manager* in writing of any anticipated or actual event or circumstance which may lead or has led to any insurance required by this contract lapsing or being terminated or the cover under it being reduced or modified.”

Clause 85.12 Insert a new clause: To the extent that the *Contractor* is entitled to bring any claim or claims under any insurance relating to this contract then the *Contractor* deals with all such claims promptly and diligently and (subject to the requirements of this contract) in accordance with all insurer requirements and recommendations.”

- Clause 85.13 Insert a new clause: The *Contractor* acknowledges that the *Employer* has the right to control and to supervise all dealings with the press, television, reporters, and any other media in relation to any incident, event, claim or action arising in connection with this contract.”
- Clause 85.14 Insert a new clause: If and to the extent that the *Contractor* receives payment in respect of any damage or destruction following an insurance claim in respect of damage or destruction of the *works* the *Contractor* shall apply the same to remedy the damage or destruction.”
- Clause 91.1 In R7 add after “amalgamate or reconstruct” the words “without insolvency”.
- Clause 91.2 Add a new paragraph at the end of the clause: “The *Employer* may also terminate if the *Project Manager* notifies that the *Contractor* has defaulted in one of the ways listed at R11-R13 on two occasions within a period of eight (8) weeks whether or not the *Contractor* has remedied the default within four (4) weeks of the second notification by the *Project Manager*.”
- Clause 91.4 Add at the start of the clause: “Save when the *Employer* has complied with Option Y (UK) 2 clause Y2.3,”
- Add at the end of the clause: “provided always that the *Contractor* has given written notification to the *Employer* of such intention to terminate at least five (5) weeks prior to any such termination and the *Employer* has not paid the amount due within that period.”
- Clause 91.6 Add at the start of the second bullet point: “providing the *Contractor* has given written notification to the *Employer* of an intention to terminate at least five (5) weeks prior to such termination and no instruction allowing the *works* to restart or start has been given within that period.”
- Add at the start of the third bullet point: “providing written notification of an intention to terminate is given to the other Party at least four (4) weeks prior to such termination and no instruction allowing the *works* to restart or start has been given within that period.”
- Clause 91.7 In the fourth bullet point after “experienced” insert “and prudent *Contractor* familiar with *works* similar to the *works* and exercising the foresight appropriate to such a”
- Clause 91.8 Insert a new clause: The *Employer* may terminate the contract if the *Contractor* is in breach of clause Z8 (Conflict of Interest) and/or clause

Z11 (Corrupt Gifts and Payments), or if any of the events referred to at clause 27.12 occur (regardless of whether or not the notice required by clause 27.12 is given by the *Contractor*) (R22)".

Clause 92.1 Add a new sentence at the end of the clause "The *Contractor* makes available to the *Employer* within seven (7) days all information prepared in relation to the *works* in either electronic or documentary form including all drawings, specifications, reports and any other information held in an agreed format".

Clause 92.2 In procedure P2 after "assign the benefit of" insert "and/or enter into a novation of (in such format as the *Employer* may reasonably require)".

Clause 94 Insert a new clause:

Ineffectiveness and cessation

94.1 Without prejudice to the *Employer's* right to terminate the *Contractor's* obligation to Provide the *Works* under clauses 90 to 93 or at common law, the *Employer* may terminate the *Contractor's* obligations to Provide the *Works* at any time following a Declaration of Ineffectiveness in accordance with the provisions of this clause 94.

94.2 In the event that a court makes a Declaration of Ineffectiveness, the *Employer* promptly notifies the *Contractor*. The Parties agree that the provisions of clause 94 shall apply as from the date of receipt by the *Contractor* of the notification of Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of clauses 90 to 93 and this clause 94 or the Cessation Plan, the provisions of this clause 94 and the Cessation Plan prevail.

94.3 The Declaration of Ineffectiveness does not prejudice or affect any right, liability or remedy which has accrued or accrues to either Party prior to or after such Declaration of Ineffectiveness.

94.4 As from the date of receipt by the *Contractor* of the notification of the Declaration of Ineffectiveness, the Parties (acting reasonably and in good faith) agree or, in the absence of such agreement, the *Employer* reasonably determines an appropriate Cessation Plan with the object of achieving an orderly and efficient cessation of the *works* or (at the *Employer's* request) a transition of the *works* to the *Employer* or such other entity as the *Employer* may specify, and minimal disruption or inconvenience to the *Employer* or to public passenger transport services or facilities, in accordance with the provisions of this clause 94

and to give effect to the terms of the Declaration of Ineffectiveness.

94.5 Upon agreement, or determination by the *Employer*, of the Cessation Plan the Parties comply with their respective obligations under the Cessation Plan.

94.6 The *Employer* pays the *Contractor's* reasonable costs in assisting the *Employer* in preparing, agreeing and complying with the Cessation Plan. Such costs are based on any comparable costs or charges agreed as part of this contract or as otherwise reasonably determined by the *Employer*. Provided that the *Employer* is not liable to the *Contractor* for any loss of profit, revenue goodwill or loss of opportunity as a result of the early termination of the *Contractor's* obligation to Provide the *Works* pursuant to this clause 94.”

Dispute Resolution

Option W2 Delete option W2 and replace with:

- “W2.1
- The Parties follow the procedure below for the avoidance and resolution of any Dispute arising under or in connection with this contract.
 - In this clause, time periods stated in days exclude Christmas Day, Good Friday and bank holidays.
 - A Party may refer a Dispute to the *Adjudicator* at any time by way of a Notice of Adjudication. Subject to that, by notice in writing, a Party may refer a Dispute to the Parties’ Senior Representatives for consideration. The written notice identifies the Party’s Senior Representative, gives brief written particulars of the Dispute, including the provisions of this contract that are relevant to the Dispute, the relief sought and the basis for claiming the relief sought.
 - Within fourteen (14) days of receipt of the notice of referral to Senior Representatives, the responding party provides the referring party with a brief written response and identifies the responding party’s Senior Representative.
 - Within a further fourteen (14) days the Senior Representatives meet and try to reach agreement to resolve the Dispute. Each Party bears its own costs and expenses in relation to any reference of a Dispute to the Senior Representatives. Any documents prepared or exchanged in relation to the reference of the Dispute to Senior Representatives and any discussions between the Senior Representatives are without

prejudice and the Parties do not make use of or rely upon any without prejudice statements in any subsequent Dispute proceedings.

W2.2

- The Parties appoint the *Adjudicator*.
- The *Adjudicator* acts impartially and decides the Dispute as an independent adjudicator and not as an arbitrator.
- The Parties may choose an adjudicator (or replacement adjudicator, as necessary) jointly or a Party may ask the *Adjudicator nominating body* to choose an adjudicator. Such joint appointment or referral to the *Adjudicator nominating body* shall take place immediately upon the serving of a Notice of Adjudication, or immediately following the position of *Adjudicator* falling vacant.
- The *Adjudicator nominating body* chooses an adjudicator within four (4) days of the request. The chosen adjudicator becomes the *Adjudicator*.
- A replacement *Adjudicator* has the power to decide a Dispute referred to his predecessor but not decided at the time when his predecessor resigned or became unable to act. He deals with an undecided Dispute as if it had been referred to him on the date he was appointed.
- The *Adjudicator*, his employees and agents are not liable to the Parties for any action or failure to take action in an adjudication unless the action or failure to take action was in bad faith.

W2.3

- Before a Party refers a Dispute to the *Adjudicator*, he gives a Notice of Adjudication to the other Party with a brief description of the Dispute, including the provisions of this contract that are relevant to the Dispute, the relief sought, the basis for claiming the relief sought and the decision that he wishes the *Adjudicator* to make. Following the appointment of the *Adjudicator*, the Party immediately sends a copy of the Notice of Adjudication to the *Adjudicator*. Within three (3) days of the receipt of the Notice of Adjudication, the *Adjudicator* notifies the Parties
 - that he is able to decide the Dispute in accordance with the contract or
 - that he is unable to decide the Dispute and has resigned.

If the *Adjudicator* does not so notify within three (3) days of the issue of the Notice of Adjudication, either Party may act as if he has resigned.

- Within seven (7) days of a Party giving a Notice of Adjudication he
 - refers the Dispute to the Adjudicator,
 - provides the *Adjudicator* with the information on which he relies, including the factual and contractual or other basis of the claim, the amount (if any) claimed and any supporting documents, and
 - provides a copy of the information and supporting documents he has provided to the *Adjudicator* to the other Party.

Upon receipt of the Referral Notice, the *Adjudicator* must inform every Party to the Dispute of the date that it was received. Within fourteen (14) days from the referral, any Party, who is not the Party giving a Notice of Adjudication, provides the *Adjudicator* with the information on which he relies, including the factual and contractual or other basis of the claim, the amount (if any) claimed and any supporting documents.

These periods may be extended if the *Adjudicator* and Parties agree.

- If a matter disputed by the *Contractor* under or in connection with a subcontract is also a matter disputed under or in connection with this contract the *Contractor* may, with the consent of the Subcontractor and *Employer*, refer the subcontract dispute to the *Adjudicator* at the same time as the main contract referral. The *Adjudicator* then decides the disputes together and references to the Parties for the purposes of the dispute are interpreted as including the Subcontractor. The Parties comply with any reasonable request by the *Adjudicator* for more time to decide the disputes referred to him.

If this contract is a subcontract and the main contract provides for joint adjudication of disputes, the following procedure applies.

Within two (2) weeks of the notification of the dispute by the *Contractor* to the *Employer*, the *Employer* notifies the *Contractor* if the matter disputed is a matter disputed under or in connection with the main contract.

The *Employer* may then

- submit the subcontract dispute to the main contract adjudicator at the same time as the main contract submission and
- instruct the *Contractor* to provide any information which the *Employer* may require.

The main contract adjudicator then gives his decision on the disputes together.

- The *Adjudicator* may
 - make directions for the conduct of the Dispute
 - review and revise any action or inaction of the *Employer* related to the Dispute and alter a quotation which has been treated as having been accepted
 - take the initiative in ascertaining the facts and the law related to the Dispute
 - instruct a Party to provide further information related to the Dispute within a stated time and
 - instruct a Party to take any other action which he considers necessary to reach his decision and to do so within a stated time.
- If a Party does not comply with any instruction within the time stated by the *Adjudicator*, the *Adjudicator* may continue the adjudication and make his decision based upon the information and evidence he has received.
- The *Adjudicator* shall consider any relevant information submitted to him by any of the Parties and shall make available to them any information to be taken into account in reaching a decision.
- A communication between a Party and the *Adjudicator* is communicated to the other Party at the same time.
- Save as required by law, the Parties and the *Adjudicator* keep information relating to the Dispute confidential.
- If the *Adjudicator's* decision includes assessment of additional cost or delay caused to the *Contractor*, he makes his assessment in the same way as a compensation event is assessed.
- The *Adjudicator* decides the Dispute and notifies the Parties of his decision and his reasons within twenty-eight (28) days of the Dispute being referred to him. This period may be extended by up to fourteen (14) days with the consent of the Parties or by any other period agreed by the Parties.

- After the giving of a Notice of Adjudication, the Parties may seek to agree how the *Adjudicator* allocates the costs and expenses of the adjudication, excluding the *Adjudicator's* own remuneration and expenses, as between the Parties.
- Subject to any agreement of the Parties, the *Adjudicator* allocates payment of his own remuneration and expenses as between the Parties.
- Unless and until the *Adjudicator* has notified the Parties of his decision the Parties proceed as if the matter disputed was not disputed.
- If the *Adjudicator* does not make his decision and notify it to the Parties within the time provided by this contract the Parties and the *Adjudicator* may agree to extend the period for making his decision. If they do not agree to an extension, either Party may act as if the *Adjudicator* has resigned.
- The *Adjudicator's* decision is binding on the Parties unless and until revised by the courts pursuant to any legal proceedings and is enforceable as a matter of contractual obligation between the Parties and not as an arbitral award. The *Adjudicator's* decision is final and binding if neither Party has notified the other within the time required by this contract that he is dissatisfied with a matter decided by the *Adjudicator* and intends to refer the matter to the courts.
- The *Adjudicator* may on his own initiative or on the application of a Party correct his decision so as to remove a clerical or typographical error arising by accident or omission. Any correction of a decision must be made within five days of the delivery of the decision to the Parties. As soon as possible after correcting a decision in accordance with this paragraph, the *Adjudicator* must deliver a copy of the corrected decision to each of the Parties to the contract. Any correction of a decision forms part of the decision
- If the *Adjudicator's* decision changes an amount notified as due, payment of the sum decided by the *Adjudicator* is due not later than seven days from the date of the decision or the final date for payment of the notified amount whichever is the later.

W2.4

- Unless the Parties agree otherwise, a Party does not refer any Dispute under or in connection with this contract to the courts unless it has first been decided by the *Adjudicator* in accordance with this contract.
- If, after the *Adjudicator* notifies his decision, a Party is dissatisfied, that Party may notify the other Party of the matter which he disputes and state that he intends to refer it to the courts. The Dispute may not be referred to the courts unless this notification is given within six (6) weeks of the notification of the *Adjudicator's* decision.
- The courts settle the Dispute referred to it. The courts have the powers to reconsider any decision of the *Adjudicator* and to review and revise any action or inaction of the *Employer* related to the Dispute. A Party is not limited in court proceedings to the information or evidence put to the *Adjudicator*.
- A Party does not call the *Adjudicator* as a witness in court proceedings.”
-

Assessing the amount due

Y2.1.1 Insert new clause 50.11:

"If the *Contractor's* employment is terminated under clause 91.1 because the *Contractor* has become insolvent within the meaning of Section 113 of the Act (R10A), the *Employer* need not pay any sum due to the *Contractor* other than any amount due to him under clause 90.4 either:

- where the *Contractor* becomes insolvent prior to the prescribed period before the final date for payment, provided that the *Employer* or *Project Manager* issues a Pay Less Notice notifying the *Employer's* intention not to pay such sum, or
- in any event, if the *Contractor* becomes insolvent after the prescribed period before the final date for payment."

Payment

Y2.1.2 Delete the first sentence of clause 51.1 and substitute:

"The *Project Manager* certifies a payment not later than five days after each payment due date and issues a copy of the payment certificate to the *Contractor*."

Y2.1.3 Insert at the end of clause 51.1A:

"The *Contractor* issues a corrected VAT invoice, where required, within five days of receipt of any Pay Less Notice."

Y2.1.4 Insert new clause 51.1B:

"If a certificate is not issued by the *Project Manager* in accordance with clause 51.1, the sum to be paid by the *Employer* is, subject to clause Y2.3, the sum stated as due in the *Contractor's* application in accordance with clause 50.1A."

Dates for payment

Y2.2 Delete the text of Y2.2 and substitute:

"The date on which a payment becomes due is the later of:

- the assessment date; and
- fourteen days after the date of receipt by the *Project Manager* of the *Contractor's* application for payment in accordance with clause 50.1A.

The final date for payment is twenty eight days or a different period for payment if stated in the Contract Data after the date on which payment becomes due."

Y2.3 Delete "seven days" in line two of Y2.3 and substitute: "one day"

Insert at the end of Y2.3: "In the case of the *Employer*, the notice may be given on his behalf by the *Project Manager*."

Suspension of Performance

Y2.4 Insert at the end of Y2.4: "whether or not the event has been notified by the *Contractor* within the period specified in clause 61.3."

Termination

Y2.6.1 In the Termination Table in clause 90.2:

Insert 'or R10A' after 'R1-R15'

Insert 'R10A,' after 'R1-R10'

Y2.6.2 Insert a new main bullet at the end of clause 91.1:

- If the other Party has become insolvent as defined in Section 113 of the Act (R10A).

Z Clauses

The following Z Clauses are incorporated into the Conditions of Contract:

Z2 Warranties

Z2.1 The *Contractor*, within fourteen (14) days of the *Project Manager's* request, provides to the *Employer* collateral warranties executed as deeds in the forms attached in favour of

- the *Employer* and any member of the TfL Group notified to the *Contractor*

Z2.2 The *Contractor*, within fourteen (14) days of the *Project Manager's* request, procures that the "Principal Subcontractors" enter into collateral warranties executed as deeds in the forms attached in favour of

- the *Employer*, and

- any member of the TfL Group notified to the *Contractor* by the *Employer*

and "the Principal Subcontractors" means all Subcontractors with a design responsibility (including those responsible for the selection of goods and materials and the supply of proprietary products and systems) and such other Subcontractors as the *Employer* may from time to time by notice in writing to the *Contractor* specify as being Principal Subcontractors.

Z3 Employer's business

The *Contractor* acknowledges that it

- has sufficient information about the *Employer* and the *works*, and is aware of the *Employer's* processes and business, and
- has made all appropriate and necessary enquiries to enable it to Provide the *Works* in accordance with this contract, and
- is aware of the purposes for which the *works* are required, and
- shall neither be entitled to any additional payment nor excused from any obligation or liability under this contract due to any misinterpretation or misunderstanding by it of any fact relating to the *works*.

Z4 Best value

The *Contractor* acknowledges that the *Employer* is a best value authority for the purposes of the Local Government Act 1999 and as such the *Employer* is required to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness.

The *Contractor* assists the *Employer* to discharge the *Employer's* duty where possible, and in doing so, inter alia carries out any reviews of the *works* reasonably requested by the *Employer* from time to time. The *Contractor* negotiates in good faith (acting reasonably) any changes to this contract in order for the *Employer* to achieve best value.

Z5 Data Protection, Freedom of Information and Data Transparency

- Z5.1** The *Contractor* complies with all of its obligations under the Data Protection Act 1998 and if processing personal data (as such terms are defined in section 1(1) of that Act) on behalf of the *Employer* ("TfL Personal Data"), the *Contractor* only carries out such processing in order to Provide the *Works* and in accordance with instructions from the *Employer*.
- Z5.2** When the *Contractor* receives a written request from the *Employer* for information about, or a copy of, TfL Personal Data, the *Contractor* supplies such information or data to the *Employer* within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within fourteen (14) days from the date of the request.
- Z5.3** The *Employer* remains solely responsible for determining the purposes and manner in which TfL Personal Data is to be processed. The *Contractor* does not share any TfL Personal Data with any Subcontractor, Indirect Subcontractor or third party unless there is a written agreement in place which requires the SubContractor, Indirect Subcontractor or third party to only process TfL Personal Data in accordance with the *Employer's* instructions to the *Contractor*, and comply with the same data protection requirements that the *Contractor* is required to comply with under this contract.
- Z5.4** The *Contractor* acknowledges that the *Employer* is subject to the Freedom of Information Act 2000 and all subordinate legislation made under it, together with the Environmental Information Regulations 2004 (and any provisions that replace these) and any guidance issued by the Information Commissioner, the Ministry of Justice, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation and agrees to assist and co-operate with the *Employer* to enable the *Employer* to comply with its obligations under such legislation including providing to the *Employer* such information as the *Employer* may reasonably request concerning this contract within two (2) days of a request from the *Employer*. The *Contractor* further acknowledges that the *Employer* may be obliged under such legislation to disclose information without consulting or obtaining consent from the *Contractor*. Without prejudice to the generality of the foregoing the *Contractor* shall transfer to the *Employer* any request for information under the Act that it receives as soon as reasonably practicable. The *Contractor* shall not itself respond to any person making such a request save to acknowledge receipt, unless expressly authorised to

do so by the *Employer*. This clause shall survive the expiry or termination of this contract.

Z5.5 The *Contractor* acknowledges that the *Employer* is subject to the Transparency Commitment. Notwithstanding clause Z5.4 and clause Z7, the *Contractor* gives its consent for the *Employer* to publish the Contract Information to the general public.

Z5.6 The *Employer* may in its absolute discretion redact all or part of the Contract Information prior to its publication. In doing so and in its absolute discretion the *Employer* may take account of the exemptions/exceptions that would be available in relation to information requested under the Freedom of Information Act 2000 and all subordinate legislation made under it, the Environmental Information Regulations 2004 (and any provisions that replace these) and any guidance issued by the Information Commissioner, the Ministry of Justice, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation. The *Employer* may in its absolute discretion consult with the *Contractor* regarding any redactions to the Contract Information to be published pursuant to clause Z5.5. The *Employer* makes the final decision regarding publication and/or redaction of the Contract Information.

Z6 Access to Premises

Z6.1 Any TfL Premises made available to the *Contractor* in connection with this contract shall be free of charge and shall be used by the *Contractor* solely so the *Contractor* can Provide the *Works* provided, for the avoidance of doubt, that the *Contractor* is responsible for its own costs or travel including any congestion charging and/or low emission charging. The *Contractor* shall

- have the use of such TfL Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such TfL Premises,
- vacate such TfL Premises upon the termination or expiry of the contract or at such earlier date as the *Employer* may determine,
- not exercise or purport to exercise any rights in respect of any TfL Premises in excess of those granted under this clause Z6.1,
- ensure that the *Contractor's* employees, Subcontractors and Indirect Subcontractors and persons connected to them carry any identity passes issued to them by the *Employer* at all relevant times and comply with the *Employer's* security procedures as may be notified by the *Employer* from time to time, and

- not damage the TfL Premises or any assets on the TfL Premises.

Z6.2 Nothing in this clause Z6 shall create or be deemed to create the relationship of landlord and tenant in respect of any TfL Premises between the *Contractor* and any member of the TfL Group.

Z6.3 The *Employer* shall be under no obligation to provide office or other accommodation facilities or services (including telephony and IT services) to the *Contractor* except as may be specified in the *Works Information*.

Z6.4 The *Employer* is responsible for maintaining the security of TfL Premises in accordance with its standard security requirements. The *Contractor* shall comply with all of the *Employer's* security requirements while on TfL Premises, and shall ensure that all of the *Contractor's* employees, Subcontractors, Indirect Subcontractors and persons related to them comply with such requirements. Upon request, the *Employer* shall provide the *Contractor* with details of the *Employer's* security procedures.

Z6.5 The *Employer* reserves the right under this contract to refuse to admit to any TfL Premises any of the *Contractor's* employees, Subcontractors, Indirect Subcontractors and persons related to them who fail to comply with any of the *Employer's* policies and standards referred to in this contract.

Z6.6 The *Employer* reserves the right under this contract to instruct any of the *Contractor's* employees, Subcontractors, Indirect Subcontractors and persons related to them personnel to leave any TfL Premises at any time for any reason and such personnel shall comply with such instructions immediately.

Z6.7 Where the *Contractor* is required to access (with appropriate permission and approval of the *Employer*) any areas under the control of any of the *Employer's* PPP or PFI *Contractors*, the *Contractor* must comply (and ensure that any Subcontractor's and Indirect Subcontractors comply) with all of their rules, regulations and standards as appropriate.

Z7 **Not Used**

Z8 **Conflict of Interest**

Z8.1 The *Contractor* acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the provision of the *works* or any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the *Employer*.

Z8.2 The *Contractor* undertakes ongoing and regular conflict of interest checks throughout the duration of this contract and in any event not less than once in every

six months and notifies the *Employer* in writing immediately on becoming aware of any actual or potential conflict of interest with the provision of the *works* under this contract or any member of the TfL Group and shall work with the *Employer* to do whatever is necessary (including the separation of staff working on, and data relating to, the *work* from the matter in question) to manage such conflict to the *Employer's* satisfaction, provided that, where the *Employer* is not so satisfied (in its absolute discretion) it shall be entitled to terminate the contract.

Z9 Compliance with Policies

Z9.1 The *Contractor* notifies its personnel Subcontractors and Indirect Subcontractors and the *Employer* of any health and safety hazards that exist or that may arise in connection with the provision of the *works* of which the *Contractor* is aware or ought reasonably to be aware.

Z9.2 The *Contractor* undertakes that all its personnel and those of its SubContractors and Indirect Subcontractors comply with all of the *Employer's* policies and standards that are relevant to the provision of the *works*, including those relating to safety, security, business ethics, responsible procurement, work place harassment, drugs and alcohol and illegal substances and any other on site regulations specified by the *Employer* for personnel working at TfL Premises or accessing the *Employer's* computer systems. The *Employer* provides the *Contractor* with copies of such policies on request.

Z9.3 The *Contractor* shall as he Provides the *Works* (while taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the *Contractor's* activities may impact on the environment) to the need to preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment,

Z10 Records, Audit and Inspection

Z10.1 In this clause Z10

“Records” means

- all necessary information for the evaluation of claims or compensation events, whether or not relating to Subcontractors and/or Indirect Subcontractors,
- management accounts, information from management information systems and any other management records,
- accounting records (in hard copy as well as computer readable data),
- sub-contract files (including proposals of successful and unsuccessful

bidders, bids, rebids, etc.),

- original estimates,
- estimating worksheets,
- correspondence,
- compensation event files (including documentation covering negotiated settlements),
- schedules including capital *works* costs, timetable and progress towards Completion,
- general ledger entries detailing cash and trade discounts and rebates,
- commitments (agreements and leases) greater than £5,000 (five thousand pounds),
- detailed inspection records,
- such materials prepared in relation to the invitation to tender and subsequent tendering process relating to cost breakdowns, in each case which have not already been provided to the *Employer*, and
- accounts and records of the Price for *Works Done to Date* and all other amounts to be paid to the *Contractor* under this contract.

Z10.2 The *Contractor* maintains and procures in each subcontract that each of his Subcontractors, maintains and retains the Records for a minimum of twelve (12) years from Completion with respect to all matters for which the *Contractor* and his Subcontractors and Indirect Subcontractors are responsible under this contract. The *Contractor* procures that each subcontract contains open-book audit rights in favour of the *Employer* and any novated *Employer* and their authorised representatives.

Z10.3 The *Contractor* undertakes and procures that his Subcontractors and Indirect Subcontractors undertake their obligations and exercise any rights which relate to the performance of this contract on an open-book basis. The *Employer* and/or any novated *Employer* and their authorised representatives may from time to time audit on an open-book basis and check any and all information regarding any matter relating to the performance of or compliance with this contract, including without limitation, inspection of the *Contractor's* technical and organisational security measures for the protection of personal data, any aspect of the *Contractor's* operations, costs and expenses, sub-contracts, claims related to compensation

events, and financial arrangements or any document referred to therein or relating thereto. The *Employer's* and any novated *Employer's* rights pursuant to this sub-clause include the right to audit and check and to take extracts from any document or record of the *Contractor* and/or his Subcontractors and Indirect Subcontractors including, without limitation, the Records.

Z10.4 The *Contractor* promptly provides (and procures that his Subcontractors and Indirect Subcontractors promptly provide) all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance by granting or procuring the grant of access to any premises used in the *Contractor's* performance of this contract, whether the *Contractor's* own premises or otherwise, granting or procuring the grant of access to any equipment or system (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of this contract, wherever situated and whether the *Contractor's* own equipment or otherwise, making any contracts and other documents and records required to be maintained under this contract (whether exclusively or non-exclusively) available for audit and inspection, providing a reasonable number of copies of any subcontracts and other documents or records reasonably required by the *Employer's* and/or any novated *Employer's* auditor and/or granting copying facilities to the *Employer's* and/or any novated *Employer's* auditor for the purposes of making such copies, and complying with the *Employer's* and/or any novated *Employer's* reasonable requests for access to senior personnel engaged by the *Contractor* in the performance of this contract and/or the *works*.

Z11 Corrupt Gifts, Fraud and the Payment of Commission

Z11.1 The *Contractor* does not, and ensures that its employees, agents Subcontractors and Indirect Subcontractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of the *Employer* or any member of the TfL Group nor favour any employee, officer or agent of the *Employer* or any member of the TfL Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the *Employer* or any member of the TfL Group other than as a representative of the *Employer*, without the *Employer's* prior written approval.

Z11.2 If any fraudulent activity comes to the attention of the *Contractor* in relation to this contract the *Contractor* notifies the *Employer* by the most expeditious means available. The *Contractor* cooperates with the *Employer* in the investigation of any fraudulent activity and implements any changes in the procedures or working practices employed under the contract as may be necessary to ensure that the likelihood or opportunity for a recurrence of such fraud is minimised. The *Contractor* ensures that no fraudulent activity is committed by the *Contractor*, its agents,

employees, Subcontractors or Indirect Subcontractors.

Z11.3 The *Employer* has the right to audit any and all such records necessary to confirm compliance with clause Z11.1 and Z11.2 at any time during the duration of this contract and during the 6 year period following expiry or termination of this contract. Breach of clause Z11.1 and/or Z11.2 shall entitle the *Employer* to terminate this contract and any other contracts between the *Contractor* and the TfL Group immediately.

Z11.4 In the event of any breach of this clause Z11 by the *Contractor* the *Employer* recovers any loss liability or damage incurred or suffered as a result of the breach of this clause by the *Contractor*.

Z12 Quality Statement

Z12.1 The quality statement sets out the *Contractor's* proposals for the management and resourcing of the *works*.

Z12.2 The *Contractor* warrants that the representations contained in the quality statement section of his tender are accurate in every respect and may be fully relied upon by the *Employer*, including where the standards represented exceed the minimum originally specified by the *Employer*.

Z12.3 Should any discrepancy arise between the quality statement and other contract documents the Works Information takes precedence except where the quality statement includes a standard which exceeds that specified in the other contract documents, in which case the quality statement shall take precedence over those other documents.

Z13 The *Contractor* operates a quality management system complying with BS EN ISO 9002 for his performance of the contract. The management, organisation, responsibilities, procedures, processes, resources and programme for the quality management system from design (where applicable) to procurement, construction, completion, testing and commissioning of the *works* until the defects date is contained in a quality plan which is submitted to the *Employer* in accordance with the *Works* Information. Any Subcontractor appointed by the *Contractor* operates a quality system enabling him to comply with the *Contractor's* quality management system.

Z14 Not Used

Z15 Nuisance

Z15.1 The *Contractor* at all times prevents any public or private nuisance (including, without limitation, any such nuisance caused by noxious fumes, noisy working

operations or the deposit of any material or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier or any statutory undertaker arising out of the carrying out of the *works* or of any obligation under clause 43 and assists the *Employer* in defending any action or proceedings which may be instituted in relation to the same. The *Contractor* is responsible for and indemnifies the *Employer* from and against any and all expenses, liabilities, losses, claims and proceedings whatsoever resulting from any such nuisance or interference, except only where such nuisance or interference is the consequence of an instruction of the *Employer*.

Z15.2 Without prejudice to the *Contractor's* obligations under clause Z15.1, the *Contractor* ensures that there is no trespass on or over any adjoining or neighbouring property arising out of the *works* or of any obligation under clause 43. If the carrying out of the *works* or of any obligation under clause 43 is likely to necessitate any interference (including, without limitation, the oversailing of tower crane jibs) with the rights of adjoining or neighbouring owners or occupiers, then the *Contractor*, at no cost to the *Employer*, obtains the prior written agreement of such owners and/or occupiers to the work, and such agreement will be subject to the approval of the *Employer* before execution. The *Contractor* complies in every respect with any conditions in any such agreement.

Z16 Construction Industry Scheme

Z16.1 Where the Construction Industry Scheme applies to any payment to be made by the *Employer* to the *Contractor* under this contract, the obligations of the *Employer* to make such payment will be subject to the provisions of the Construction Industry Scheme. Unless and until HM Revenue and Customs confirms to the *Employer* that the *Employer* can make any payment to the *Contractor* without any tax deduction, the *Employer* deducts any tax from payments due to the *Contractor* under this contract at the rate specified by HM Revenue and Customs pursuant to the Construction Industry Scheme before paying the balance to the *Contractor*. The *Employer* accounts to HM Revenue and Customs for any tax so deducted.

Z17 Use of Existing Services

The *Employer* does not warrant the suitability or availability of installations and services for the *Contractor's* use and the *Contractor* shall take measures to supplement them as necessary.

Z18 Not Used

Z19 Not Used

Z20 Not Used

Z21 Design Check Certificate

All design prepared by the *Contractor* and submitted to the *Project Manager* is supported by a design check certificate in the form attached to the *Works Information* signed by an appropriately qualified and experienced engineer other than the engineer who prepared the design. If the certifying engineer is not an employee of the *Contractor*, he is a Subcontractor.

Z22 Proceeding Diligently with the Works

The Contractor proceeds regularly and diligently with the works. In particular but without prejudice to the foregoing the Contractor ensures that once the Contractor has commenced work to any lift forming part of the works the Contractor uses all endeavours to complete such work in the shortest period.

SCHEDULE 2
Insurance Table

<i>INSURANCE AGAINST</i>	<i>WHICH PARTY PROVIDES</i>	<i>MINIMUM AMOUNT OF COVER OR MINIMUM LEVEL OF INDEMNITY</i>
<p>Construction All Risks Insurance</p> <p>All risks of loss or damage (not excluded by the terms and conditions of the policy) to the permanent <i>works</i> and materials or equipment for incorporation therein, the temporary works (i.e. other works erected or constructed for the purpose of making possible the erection or installation of the permanent <i>works</i>) constructional plant and equipment temporary buildings and other property owned by or supplied by the <i>Employer</i>.</p>	<p><i>Employer</i> in the joint names of the Parties</p>	<p>The total sum of the replacement cost.</p> <p>Subject to deductibles as stated in the Contract Data Part 1</p>
<p>Public Liability Insurance</p> <p>All sums for which the insured shall become legally liable to pay as damages in respect of death of or injury or illness or disease to third parties and/or loss of or damage to third party property obstruction loss of amenities trespass nuisance or any like cause happening during the period of insurance and arising out of or in connection with this contract</p>	<p><i>Employer</i></p>	<p>£10,000,000 any one occurrence and unlimited in the period of insurance.</p> <p>Subject to deductibles as stated in the Contract Data Part 1</p>
<p>Employer Liability Insurance</p> <p>Liability for death of or bodily injury or illness sustained by employees of the <i>Contractor</i> arising out of or in the course of their employment in connection with this contract</p>	<p><i>Contractor</i></p>	<p>The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event</p>

<p>Loss or damage to constructional plant, tools, equipment, temporary buildings (including contents therein) belonging to or the responsibility of the <i>Contractor</i></p>	<p><i>Contractor</i></p>	<p>The replacement cost</p>
<p>Professional Indemnity Insurance</p> <p>Negligence omission or default in respect of design of the <i>works</i> for which the <i>Contractor</i> is responsible</p>	<p><i>Contractor</i></p>	<p>£ Not Required</p>



Fencing Replacement Programme

2014-017-02

Works Information



WI100 DESCRIPTION OF THE WORKS

WI101.1 Introduction

- (1) The Docklands Light Railway (the “DLR”) is a modern driverless, electrically operated, high frequency urban rail system covering the Docklands area in East and South East London, United Kingdom. The Railway currently has 39 route kilometres of track and 45 stations. and operates 149 light rail vehicles.
- (2) Docklands Light Railway Limited ("DLRL") is the owner of the DLR assets and is the authority responsible for the DLR. DLRL is part of of Transport for London ("TfL") which is responsible for the delivery of London's transport services on behalf of the Mayor of London.
- (3) The Docklands Light Railway Limited, hereinafter referred to as the “*Employer*” is part of Transport for London (“TfL”) owns and is responsible for the Docklands Light Railway (the “DLR”).
- (4) The parties work with each other and with other project team members and stakeholders in a co-operative and collaborative manner, in good faith and in a spirit of trust and respect. To that end, each of the parties support collaborative behaviour and address behaviour which is not collaborative.

WI105.1 General description of the works

- (1) The descriptions of items of work or requirements in this *Works* Information including in any specification or drawings referred to therein are not intended to limit or exclude anything that a competent *Contractor*, experienced in carrying out work of similar size, scope, nature and complexity to the *works* ought reasonably to have known would be required to satisfy the *Employer's* requirements and to properly carry out and complete the *works*. The *Contractor* acknowledges that the *Employer* is relying on the *Contractor* in this regard.
- (2) The *works* are for the replacement of fencing at sites across the DLR network.
- (3) The *Contractor* is required to undertake the supply , installation, testing and commissioning of fencing at the Sites instructed by the Project Manager.

This is more fully described elsewhere in this Works Information.

WI110 Project Objectives and Philosophy

- (1) There are some areas on the the network are which have been identified as vulnerable to unauthorised access by trespassers, especially underneath viaduct routes on the network. The intention of this project is to replace existing non-compliant fencing and address any gaps in the boundary fence line

WI 112 Contractor General Obligations

- (2) The *Contractor's* price for the *works* is deemed to include for all the requirements and obligations set out and/or referred to and/or reasonably inferred in the *Works Information* unless it is expressly stated by the *Employer* to be the responsibility of the *Employer*.
- (3) The *Contractor* does everything expected and necessary that a prudent, competent and experienced *Contractor* would do to assess the risks which he has under the Contract including, without limitation:
 - (i) informing himself as to the availability and cost of labour including the costs of complying with obligations imposed by any agreement between the relevant industry unions and *Employers* relating to the execution of such work as is required for the *works*;
 - (ii) informing himself of all requirements in relation to the *works* generally, including the working hours within which the *works* may be performed on Site and any measures which are necessary arising from execution of the *works*; and
 - (iii) obtaining all appropriate professional and technical advice on all matters and circumstances in respect of the *works* prior to submitting its tender for the *works*.
- (4) Failure by the *Contractor* to properly assess the risks he has taken does not relieve the *Contractor* of his obligations under this Contract and is not a compensation event under the Contract.
Considerate Contractor Scheme
- (5) The *Contractor* joins the Considerate Constructors Scheme and the *Contractor* complies with all the obligations of the scheme.

WI 115 Site Location

- (1) There are 23 Sites on the DLR network. A full description together with location maps and drawings are contained in the Site Information

WI 200 CONSTRAINTS ON HOW THE CONTRACTOR PROVIDES THE WORKS

WI 201 General Constraints

WI 201.1 Legislation

- (1) The *Employer* is under a duty under section 76a of the Sex Discrimination Act 1975, section 71 of the Race Relations Act 1976 and under section 49a of the Disability Discrimination Act 1995 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex or marital status, race or disability

(as the case may be) and to promote equality of opportunity between persons of different racial groups and between disabled people and other people (as the case may be). In providing the *works*, the *Contractor* shall assist and cooperate with the *Employer* where possible in satisfying this duty.

- (2) The *Contractor* acknowledges that where the *Employer* is under a duty by virtue of a direction under Section 155 of the Greater London *Employer* Act 1999 in respect of section 404(2) of that Act to have due regard to the need to:
- Promote equality of opportunity for all persons irrespective of race, sex, disability, age, sexual orientation or religion;
 - Eliminate unlawful discrimination; and
 - Promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

and in providing the *works*, the *Contractor* assists and co-operates with the *Employer* where possible to enable the *Employer* to satisfy its duty;

WI 201.2 Confidentiality

- (1) The *Contractor* keeps all details and information regarding the contract confidential and shall not, without the prior consent of the *Project Manager*, take or authorise the taking of any photographs of the project for use in any publicity or advertising nor publish alone or in conjunction with any other person any articles, photographs or other illustrations or information relating to the contract or any part of it, whether printed, or on any website or otherwise, nor shall he impart to any publication, journal or newspaper or any radio or television programme any information about the contract.
- (2) During the term of this contract and after its expiry or termination for any reason, each of the parties undertakes to the other to keep the Confidential Information confidential, except where:
- (i) the Confidential Information was already lawfully known, or became lawfully known to the relevant party independently;
 - (ii) the Confidential Information is, or comes into, the public domain other than due to wrongful use or disclosure by the relevant party;
 - (iii) disclosure or use is necessary by the relevant party in connection with entry into this deed or for the proper and effective performance of his obligations under this deed (including disclosure by either party to his insurers and professional advisers); or
 - (iv) disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or *Employer* (whether national or foreign).
- (3) Each of the parties ensures that his respective employees, agents, sub-*Contractors* and nominees comply with the requirements for confidentiality and the *Contractor* ensures that all of his professional advisers, agents, sub-*Contractors* and nominees sign a confidentiality undertaking in a form consistent with the *Contractor's* obligations for confidentiality.
- (4) Each of the parties notifies the other immediately if it becomes aware of a



breach of this clause by any person to whom Confidential Information has been divulged and shall give the other party all reasonable assistance in connection with any proceedings against that person.

WI 201.3 Language

- (1) If the *Contractor* employs operatives who do not speak English or who do not fully understand spoken or written English, the *Contractor* provides a supervisor who is fluent in English and fluent in the language of the operative.

WI 205 Constraints Associated with the Operational Railway

WI 205.1 General

- (1) The *Contractor* acknowledges and is aware that the during the course of the *works* the Docklands Light Railway must remain operational during normal operational hours save for any derogations to such an obligation as expressly stated in this Works Information
- (2) The *Contractor* ascertains any noise restrictions in respect of the operational railway and complies with all requirements and obtains any approvals necessary for same.
- (3) The *Contractor* acknowledges and is aware that the signalling system may be live during the course of the *works*;
- (4) The *Contractor* clears away all tools, materials, rubbish and debris at the end of each shift so as not to interfere with the operational railway;
- (5) The *sites* must be handed back at the end of each working shift in accordance with the Handover/Handback Strategy included at Annexure 5. The *Contractor* complies with all the requirements of the Handover/Handback Strategy and the WORM.
- (6) Notwithstanding any other provision in the Contract, the *Contractor* is responsible for all costs associated with any disruption to the operational railway caused by the *Contractor*.

WI 203 Constraints Associated with the Site

WI 203.1 Site Investigation

- (1) The *Contractor* is deemed to have visited the Sites and allows for all the physical and or other working conditions, including without limitation constraints associated with; accessibility, surroundings, storage space for materials and any required additional handling and transporting for materials.
- (2) The *Contractor* is deemed to have carried investigations as necessary in order to gain a complete understanding of the physical conditions and all matters that associated with the Sites and to have allowed for the impact of same, including:

- (i) visiting and examining the Sites and its surroundings and doing everything possible to inform himself fully as to the physical conditions and/or features of the Sites,
- (ii) ascertaining the local conditions near or relevant to the Sites, or any other condition or characteristic of the Sites affecting or which may affect the *Contractor*.
- (iii) obtaining all necessary information as to risks, contingencies and other circumstances which could have an effect on the performance and cost of executing the *works*;
- (iv) informing himself of the nature of the *works* and the means of access to and facilities at the Sites and transport facilities for deliveries of materials to or from the Sites;
- (v) examining the Sites and ascertaining and informing himself as to any physical obstructions on or about the Site that would impact on the carrying out of the *works*

claims from the *Contractor* in respect of any such matters will not be entertained.

WI 205.2 Schedule of Condition.

- (1) Prior to commencement of the *works* the *Project Manager* and the *Contractor* agrees the condition of the Site and of any Site working areas. The condition of the Site and any Site working work areas will be jointly inspected at the completion of the *works* and as required by the *Project Manager* during the course of the *works*. The *Contractor* makes good any damage caused by the *Contractor* to the Site and any Site working *works* areas.

WI 205.3 Site Ground Investigations

- (1) To the extent the *Employer* provides the *Contractor* with a ground investigation report which gives indicative details of the existing Site ground and sub-surface conditions. The *Employer* provides no warranties or assurances as to the accuracy of this report.
- (2) In addition to any Site investigation reports provided by the *Employer* the *Contractor* is deemed to have carried out any further investigations as necessary in order to gain a complete understanding of the physical conditions and the sub-surface conditions of the Site and the *Employer* entertains no claims from the *Contractor* arising from a want of knowledge on the part of the *Contractor* in this respect.
- (3) The *Contractor* assesses all physical constraints associated with the Site including without limitation, accessibility, surroundings, storage space for materials including all additional handling and transporting and the nature of the ground. The *Employer* is not responsible for any failure by the *Contractor* to properly assess the physical constraints associated with the Site.

WI 205.4 Use of the Site.

- (1) The *Contractor* only uses the Site for the execution of the works.



- (2) The *Contractor* limits his operations to within the boundaries of the Sites as shown in the Site Information.
- (3) The *Contractor* ensures that the Sites are used in a manner that is in strict compliance with the requirements of the WoRM where and to the full extent that the works are close to the operational railway.
- (4) For the purpose of the *works*, the Sites are deemed to be “Trackside” and as a consequence the *Contractor* ensures that all its operatives and sub-contractors have Track Awareness training.
- (5) Signalling Equipment Room training is required for access into Signalling Equipment Room

WI 205.5 Noise and Vibration,

- (1) The *Contractor* ensures that all necessary noise reduction measures are implemented to ensure that statutory noise levels at the Site are not contravened.
- (2) The *Contractor* outlines within his method statement the measures that he will take to ensure that the noise requirement is met.
- (3) The *Contractor* monitors noise levels on the Site and provides the Project Manager with a weekly report.
- (4) Notwithstanding the *Contractor's* obligation in respect of noise levels, the *Contractor* gives the Project Manager a minimum of 2 weeks notice when any noisy operations are planned to be undertaken.
- (5) The *Contractor* takes all measures to reduce vibration and noise arising from Site operations to a minimum. Compressors are to be fully silenced models fitted with effective exhaust silencers and acoustic covers, all to the design of the compressor manufacturers and with acoustic screens in addition. Pneumatic percussive tools are to be fitted with silencers of a type recommended by the tool manufacturers. Compressors, tools, silencers and other contrivances shall be maintained in good and efficient working order and are not to be altered in a manner that would increase the noise of operation.
- (6) The *Contractor* follows the recommendations of the Control of Noise, (Code of Practice for Construction Sites) Order 1975, and the British Standard Code of Practice for Noise Control on Construction and Open Sites, BS5228, Parts 1 and 2, incorporating any amendments and any requirements of the Environmental Health and Planning Department.
- (7) The *Contractor* ensures that no unwanted or damaging vibration is transferred to any adjacent structures or buildings or to retained structures within the Site.

WI 205.6 Electrical Interference



- (1) The *Contractor* takes all necessary precautions to avoid excessive electromagnetic disturbance of apparatus outside the Site. The Contractor ensures that all electrical equipment and plant is suppressed so as to cause no unacceptable electrical or other interference to surrounding properties.

WI 205.7 Dust and Fumes

- (1) The Contractor takes all measures required to ensure that any dust arising from the works is contained strictly within the Site and that dust does not escape and interfere with the operation of the Depot.
- (2) The Contractor monitors dust levels on the Site and provides the Project Manager with a weekly report.
- (3) The Contractor takes all measures required to ensure that any fumes arising from the works is contained strictly within the Site and that fumes do not escape and interfere with the operation of the Depot.
- (4) Notwithstanding the Contractor's obligations in respect of the containment of dust, the Contractor gives the Project Manager a minimum of 2 weeks notice when any operations on the Site which generate significant dust are planned to be undertaken.

WI 205.8 Parking,

- (1) There is no/limited parking at the Site
- (2) Parking in the local area is very restricted and travel by public transport is therefore actively encouraged.

WI 205.9 Deliveries to the Site

- (1) The *Contractor* ascertains any restrictions and procedures on deliveries and on delivery times for materials.
- (2) The *Contractor* maintains a 4 week look ahead of the dates and times of planned deliveries to the Site. The Contractor updates the delivery schedule and provides it to the Project Manager on a weekly basis.

WI 205.10 Reservation of Rights to Use of Site by *Employer*

- (1) The *Employer* reserves the right to allow access to the Sites by the *Employer's* Franchisee and to use the Site or any portion thereof for the execution of work by the Franchisee or its Contractors where such work is deemed necessary by the *Employer* as necessary for the safe running of the Docklands Light Railway. The Contractor recovers any additional cost reasonably incurred arising from the *Employer* exercising his right herein.
- (2) The *Employer* reserves the reasonable right to use the Sites or any portion thereof for the execution of any work or storage of materials not included in this contract which may be carried out by Others provided the *Employer* shall not

cause any unreasonable interference with the Contractor and/or with the execution of the works.

- (3) The Contractor allows all reasonable access and facilities for the execution of such work but is not required to provide any plant or materials except by special arrangement and will hand over sections of the works as and when reasonable to enable such work to proceed.
- (4) The Contractor is to afford facilities to the *Employer*, and/or any other persons authorised by them on the Site so that this work may proceed simultaneously with the progress of the works.
- (5) The above reservations of rights do not relieve the *Contractor* of any of his obligations under the Contract.

WI 205.11 Control of Water

- (1) The *Contractor* undertakes all dewatering on or about the Site necessary for the proper carrying out of the works regardless of nature of water ingress.

WI 205.12 Site Rules

- (1) The *Contractor* proposes site rules for agreement by the *Project Manager* and ensures that all persons for whom the *Contractor* is responsible abide by same. The Site rules shall as a minimum address;
 - Observance and compliance with all Site signage
 - Designated pedestrian route throughout the Site
 - Reporting all unsafe acts or situations
 - Reporting all accidents, however minor
 - Alcohol, drugs or other intoxicants whilst on Site
 - Horseplay or become involved in fighting whilst on Site
 - Knives, firearms or other offensive weapons on the Site
 - Use of incorrect or faulty plant, tools and equipment.
 - Not operating plant or equipment without proper training.
 - CITB Certification
 - Use radios or personal stereo systems whilst on Site.
- (2) The *Contractor* provides for each of his Site staff and operatives, including any sub-contractors, to undergo a site-specific induction prior to starting work on Site.

WI 210 Constraints Associated with the Working Hours

WI 210.1 Working Hours Restrictions,



- (1) The *Contractor* may carry out the works in engineering hours as described below.

Sunday	0130 hrs – 0530 hrs	Total 4 hours
Monday	0030 hrs – 0430 hrs	Total 4 hours
Tuesday – Saturday	0130 hrs – 0430 hrs	Total 3 hours

The timetable in the table above sets out the maximum durations in which the site will be available to the Contractor for work during engineering hours. The Contractor allows adequate time for complying with the requirements of the WoRM in regards to signing on with the Infrastructure Access Controller (IAC) at the Poplar station and with returning to the sites. The Contractor allows for and have due regard to the fact that there will other operatives also signing on with the IAC at Poplar. No claims for additional time or additional money arising from delay in accessing the sites due to the signing on procedures are entertained.

- (2) Traffic Hours

The *Contractor* may also carry out works during Traffic Hours 07.30 and 18.00 Monday to Friday and between 08.00 and 13.00 on Saturdays, provided always that the works are in accordance with the WORM. The *Project Manager* must approve all activities to be carried out during traffic hours prior to commencement on site.

WI 215 Constraints associated with adjoining infrastructures

WI 215.1 Public and Private Roads.

- (1) The *Contractor* maintains all roads paths and paving highways and areas adjacent thereto leading to and from the Sites free from dust, debris, mud and stones arising from the works. The Contractor ensures that loose material, mud and debris is not dropped from vehicles entering or leaving the Site.
- (2) The *Contractor* provides, maintains and removes on completion a wheel cleaning / washing facility on Sites and wheel washes all vehicles leaving the Site that would otherwise contaminate the public roads with dirt and debris.
- (3) The *Contractor* keeps all public highways, footpaths and other areas so affected free of dirt and debris at all times. If such levels of cleanliness are not maintained to the reasonable satisfaction of the *Project Manager*, the *Project Manager* makes alternative arrangements for cleaning and charges this to the Contractor.
- (4) The *Contractor* repairs any damage he causes to the roads and paths to any public highways, bridges, footpaths, kerbs, drains, sewers or right of ways (including services drains and sewers). The *Contractor* indemnifies the

Employer against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of any such damage.

- (5) For the purpose of the foregoing the term “highway” means any road or footpath, on or off the Site, used by the public, together with any kerbs, gullies, sewers, street lighting, public utility services, grassed verge or tree planting associated therewith.

WI 215.2 Adjoining and Adjacent Property

- (1) The *Contractor* treats all properties adjoining and adjacent to the Sites as being occupied during the carrying out of the *works* and the *Contractor* ensures that his operations do not interfere with such properties.
- (2) The *Contractor* undertakes regular liaison, through the *Project Manager*, with occupants of adjacent or adjoining properties who may be materially affected by the *works* so as to keep them informed in advance of all work that may affect them.
- (3) The *Contractor* repairs any damage to adjoining and adjacent properties arising from the execution of the *works*.
- (4) The *Contractor* repairs any damage sustained to boundary walls, fences and gates, paved areas arising from the execution of the *works*.
- (5) The *Contractor* takes all precautions so as not to cause interference or interruption to the use of the adjoining and adjacent properties and land.

WI 215.3 Nuisance/Trespass

- (1) The *Contractor* prevents any public or private nuisance (including, without limitation, any nuisance caused by noxious fumes, noisy working or other interference with the rights of any adjacent or adjoining properties arising out of the carrying out of the *works*).
- (2) The *Contractor* takes all precautions to prevent disturbance, inconvenience and/or nuisance to the occupiers and users of adjoining and/or adjacent properties and to the public generally caused by noxious fumes, noisy working or other interference with the rights of any adjoining or neighbouring properties) arising out of the carrying out of the *works*. The *Contractor* executes noisy operations at such times and in such a manner as not to cause disturbance or nuisance to neighbours and adjoining and/or adjacent properties.
- (3) The *Contractor* takes all precautions to prevent his employees and those of his sub-*Contractors*, from trespassing on adjoining and/or adjacent property.
- (4) If the *Contractor* operates any plant, machinery or equipment that projects or operates over adjoining or adjacent property or rights of way, the *Contractor* obtains the permission from the adjoining or adjacent property owner or occupier through the *Project Manager* and obtains any legal licence etc as

necessary. The *Contractor* indemnifies the *Employer* against any claim or action for damages arising from the use of any plant, machinery or equipment.

WI 220 Access Arrangements

WI 220.1 Access to the Site

- (1) The *Contractor* has visited the Sites and is familiar with all matters relating to access to the Sites including all such matters that may impact on the execution and completion of the *works*.
- (2) The *Contractor* complies with all requirements and restrictions concerning access to the Site as may be notified to the *Contractor* from time to time by the *Project Manager*.
- (3) The *Contractor* gives the *Employer* and the *Project Manager* access to the Site and to any areas off-site where work is being performed in relation to the *works* as required by the *Employer* and/or the *Project Manager*.

WI 220.2 Access within the Railway Environment.

- (1) Access to the Site is governed by the Working on the Railway Manual (“**WoRM**”). The *Contractor* is fully aware and conversant with the provisions and requirements of the WoRM and the *Contractor* complies with the requirements of the WoRM in relation to gaining access to the Site and to working on the Site.
- (2) The *Contractor* provides all method statements, risk assessments, and other documentation stated in the WoRM as being required for access to and working on the Site.
- (3) The *Contractor’s* operatives and his sub-contractors are in possession of all passes and training as are required for them to access and to work on the Site.

WI 230 Access to the Site and the Franchisee

- (1) In addition to the requirements of the WoRM, the *Contractor* ensures that it is represented at the Franchisee’s weekly Possessions Planning Meeting. The meeting is usually held at the DLR’s Poplar Depot at 1030 hours on each Thursday. The *Project Manager* notifies the *Contractor* of changes to this arrangement. The *Contractor’s* attendance at this meeting begins not less than fourteen days prior to the first installation shift on-site, and continues until the completion of all *works*. The individual representing the *Contractor* is sufficiently briefed by the *Contractor* to be able to inform the meeting of the *Contractor’s* planned works. If the *Contractor* receives instruction from the Franchisee at weekly Possessions Planning Meeting, the *Contractor* consults with the *Project Manager* before complying with any such instructions.

WI 233 Security and Identification of Workpeople



- (1) Not Used.

WI 235 Security and Protection of the Site

WI 235.1 Security

- (1) The *Contractor* familiarises himself and is aware of the existing security and fire safety arrangements associated with the access and use of the Site and the *Contractor* co-operates fully with same.
- (2) In addition to the existing security the *Contractor* provides his own security at the Site for the safe keeping of the Site, the *works* and for the *Contractor's* own materials, plant and equipment. The *Project Manager* does not entertain any claims in respect of loss or damage to the *works*, materials, plant or equipment arising from a lack of security being provided by the *Contractor*. The *Contractor* ensures that any security provided by the *Contractor* does not interfere with the existing security at the Site
- (3) The *Contractor* ensures that the security and fire safety arrangements of the Site and of adjoining or adjacent properties are not in any way be impaired due to the *works*. The *Contractor* indemnifies the *Employer* against any claims arising from same.

WI 240 Traffic Management

WI 240.1 Traffic Management Implementation.

- (1) The *Contractor* implements a traffic management control procedure in agreement with the *Project Manager* in relation to the Site. The traffic control procedure shall without limitation include for:
 - No queuing on any of the roads surrounding the Site.
 - No queuing within the Beckton Depot which may interfere with the use of the depot by others.
 - All vehicles to be checked logged upon entering and leaving the Site and a record taken of their contents
 - No vehicles will be left unattended
 - All vehicle engines to be switched off whilst unloading
 - Any vehicle reversing on Site must have a banksman in attendance
 - Any vehicle removing loose rubbish or debris from the Site must have the load fully sheeted

The above list is not meant to be totally exhaustive, but serves to illustrate that the *Contractor* must closely control all traffic movements to ensure that a safe working environment is achieved and that any disruption or nuisance is kept to the absolute minimum.

WI 245 Condition Survey

WI 245.1 Condition Survey

- (1) The *Project Manager* and the *Contractor* agree a condition survey of adjoining and adjacent properties that may be affected by the *works*.

WI 255 Consideration of Others

- (1) The *Contractor* undertakes his works having due regard to Others and the *Contractor* ensures that his operations do not unreasonably interfere with Others.

WI 260 Site Cleanliness

WI 260.1 Removal of Rubbish

- (1) The *Contractor* removes all rubbish from the Sites on a regular basis and keeps the Site clean and tidy to the reasonable satisfaction of the *Project Manager*.
- (2) The *Contractor* ensures that pt that the Contractor uses to access the Sites are kept clear of all rubbish arising from the *works* and not obstructed by the *Contractor*.
- (3) The *Contractor* complies with the Environmental Protection Act 1990 regarding the disposal of waste and rubbish from the Site.
- (4) The *Contractor* removes all surplus hazardous materials and rubbish from the Site in accordance with the relevant regulations for same. All waste transfer documentation is retained on Site and made available to the *Project Manager* on request.
- (5) If the *Contractor* fail to clear rubbish, waste materials or debris within 24 hours notice from the *Project Manager*, the *Project Manager* organises the clearance thereof and the cost of same is deducted from the *Contractor's* account.
- (6) The *Contractor* ensures the risk of vermin infestation is minimised by adequate arrangements for disposal of food or other waste or materials attractive to pests. If vermin infestation occurs because of the *Contractor*, the *Contractor* takes such action as the *Project Manager* instructs at no cost to the *Employer*.
- (7) The *Contractor* ensures that all holes, excavation pits, manholes, drains, etc. are covered up and sealed after each working day, including replacement of manhole covers to prevent the escape of vermin.

WI 260.2 Cleaning of the *Works*

- (1) On completion of the *works* the *Contractor* hands over the *works* in a clean and acceptable condition to the approval of the *Project Manager* including removing all debris and rubbish off Site.

WI 300 THE CONTRACTOR'S DESIGN

WI 305 The *Contractor's* Design Responsibility (Clause 21)

WI 305.1 *Contractor's* Design of the *works*

- (1) The *Contractor* is does not design the *works*.

WI 305.2 *Contractor's* Design of Temporary Works

- (1) The *Contractor* is responsible for the design and submission of all details for all temporary works (including scaffolding) required for the *works*. The *Contractor* submits the design and all relevant calculations to the *Project Manager* at least five weeks before proposed installation/erection.
- (2) The *Contractor* does not commence any temporary works without written approval of the *Project Manager*. For the avoidance of doubt approval by the *Project Manager* of any temporary works, (including scaffolding), is not acceptance by the *Project Manager* as to the suitability or otherwise of any temporary works or scaffolding.

WI 305.3 *Contractor's* Design of the Enabling Works

- (1) The *Contractor* is responsible for the design and submission of all details for any enabling works required for the *works*. The *Contractor* submits the design and all relevant calculations to the *Project Manager* at least five weeks before proposed commencement
- (2) The *Contractor* does not commence any enabling *works* without written approval of the *Project Manager*. For the avoidance of doubt approval by the *Project Manager* of any enabling works is not acceptance by the *Project Manager* as to the suitability or otherwise of any enabling works.

WI 310 Design submission procedure

- (1) Not Used

WI 315 Design approvals from Others (27.1)

WI 315.1 Not Used

WI 320 *Employer's* Requirements

- (1) Not Used

WI 325 Design co-ordination

- (1) Not Used

WI 330 Requirements of Others

- (1) The *Contractor* ensures that the design has full and due regard for the requirements of Others as may be set out in this Works Information and/or as may be notified to the *Contractor* by the *Employer* from time to time.

WI 340 *Employer's Design*

- (1) The *Employer* designs the *works*.

WI400 COMPLETION

WI 405 Completion definition 11.2(2)

WI 405.1 Definition

- (1) In addition to and without prejudice to clause 11.2(2) of the contract, Completion of the *works* is when the *Contractor* has:
- Has zero Defects
 - Has been accepted by the Employer's Assurance Process as "Acceptance of Asset"
 - All new or altered assets available for use
 - All documentation provided and accepted by the Employer
 - All training complete.

WI 405.2 Notice requirements

- (1) The *Contractor* provides the *Project Manager* no less than four weeks' notice of the date that the *Contractor* believes he will achieve Completion.

WI 410 Sectional Completion Option X5 (Only if Option X5 used)

- (1) Not Used

WI 415 Training

- (2) The *Contractor* provides all training required for the proper and safe operation the installed products.
- (3) The *Contractor* produces a training plan with a minimum of 4 weeks notice of the dates for training outlining all training activities and submits a copy of the



plan to the *Project Manager*, for acceptance, prior to commencement of training. Training includes as a minimum:

- Off-Site class room training;
 - On-Site class room training;
 - Hands on training;
 - Refresher training; and
 - Visits to relevant sites (where appropriate).
- (4) Training includes operation of the overall system and all individual aspects of the installation.
- (5) Training refers to the relevant sections of the O&M Manuals, Drawings and Specification.
- (6) the *Contractor* provides comprehensive training for maintenance staff for all electronic or electrical and mechanical Plant and systems prior to the Handover into operational use of that part of the *works*.

WI 420 Final Clean

- (1) Prior to Completion the *Contractor* ensures that the Site is clear of all Equipment, Plant and unused Materials and all temporary works and that a “builders final clean” has been undertaken.

WI 425 Security

- (1) The *Contractor* prepares a plan four weeks in advance of the Completion Date for the *Project Manager’s* approval, detailing how the *Contractor* proposes to transfer the possession of the Site or part(s) thereof to the *Employer* as part of the Handover / Handback Strategy.

WI 430 Correcting Defects (45.1, 45.2)

- (1) Without prejudice to clause 45.1 and 45.2 the *Contractor* is responsible for the correction of all defects as required by the *Project Manager*.

WI 435 Pre-Completion arrangements

- (1) The *Contractor* attends a series of pre-completion meetings with the *Project Manager* to commence 4 weeks before the planned completion of the *works* and thereafter on a weekly basis. The purpose of the meetings is for the *Contractor* to present a details completion programme for the *works* and to



enable the *Project Manager* to ensure that all arrangements and measures are in place for a proper and complete handover of the works to the *Employer*

- (2) review the *Contractor's* progress and planning 4 weeks prior to planned Completion as shown on the Accepted Programme, or if there is no updated Accepted Programme when the *Project Manager* deems it to be the appropriate time. This enables the *Employer* to consider what action may be required or assistance given in order to achieve Completion.

WI 440 Contractor's Maintenance Obligations

WI440.1 Draft Operational & Maintenance Data

- (1) Not less than four weeks prior to Completion, the *Contractor* submits to the *Project Manager* for acceptance, a draft of the operation and maintenance (O&M) manual, including an outline plan for preventive maintenance, and a recommended list of spare parts holding (together the "O&M data").
- (2) The *Project Manager* either accepts the O&M Data or notifies his non acceptance, giving reasons, within four weeks. A reason for not accepting the draft O&M data is that it is not sufficient to enable the *Employer* to accept responsibility for the maintenance of the section of *the works*.
- (3) The *Contractor* submits a list of recommended operational asset spares for the *Project Manager's* acceptance as part of the draft O&M manual. The spare parts holding list identifies items required as a basic holding suitable for one year's routine preventive maintenance together with identification of all long delivery components.

WI 445 Meeting post Completion

- (1) Following completion of the *works*, the *Contractor's* attends a "Lessons Learned" meeting with the *Project Manager* and the *Employer* in order to share and review any lessons learned in the course of the execution of the *works*.

WI 450 Post Completion.

WI 450.1 Draft Operational & Maintenance Data

- (1) The *Contractor* attend meetings during the *defects correction period* as reasonably required by the *Project Manager* having due regard to the extent of defects occurring after the Completion of the works to review progress, planning and implementation of correcting any such defects prior to the end of the *defects correction period*.

WI450.2 Method Statements



- (1) The *Contractor* provides all method statements in accordance with the WORM in respect of the completion of all Defects. All method statements are submitted for approval no later than 5 weeks before Completion.

WI 455 Planned and Reactive maintenance

WI455.1 Spares

- (1) The *Contractor* provides spare parts sufficient for twelve months' preventive maintenance together with spares of all long delivery components and any other recommended spares.
- (2) The **Contractor** provides all method statements in accordance with the WORM in respect of the completion of all planned and reactive maintenance. All method statements are submitted for approval no later than 5 weeks before Completion

WI455.2 Maintenance

- (1) The *Contractor* is responsible for all planned and reactive maintenance of the works until end of the *defects correction period*.

WI 460 Maintenance records

- (1) The *Contractor* submits the maintenance records to the *Project Manager* for acceptance within one week of completion of any maintenance during the *defects correction period*;

WI500 PROGRAMME REQUIREMENTS

WI 505 Programme Requirements (Clause 31.2)

- (1) The *Contractor's* programmes are prepared using Primavera Enterprise Version 6.1 or later.
- (2) The Primavera calendar is set in days, and no construction activity exceeds a thirty calendar day duration.
- (3) The programme has at least one Critical Path of 0 total float to the Project Completion Date, comprised of activities with individual durations of less than 30 calendar days each.
- (4) The programme shows total float and time risk allowances
- (5) Key Dates and/or Sectional Completion Dates are shown on the programme.
- (6) Interfaces and/or constraints associated with works by Others as identified in this Works Information are shown.



- (7) All programme submissions are clearly titled, numbered and dated
- (8) The programme allows sufficient time for the process of review, revision and further review of all drawings, documents and other things to be submitted to the *Project Manager* so that such process may be completed without delaying the placing of orders and the execution of the *works*
- (9) The *Contractor* submits the programmes in the following format:
 - The full programme in logical linked gantt chart form showing the critical path(s), Early Start Dates, Late Start Dates and Float in hard copy and .pdf electronic file format;
 - A summary programme for each section of the *works* in linked bar chart format showing the critical path(s), sectional Completion Dates, Key Dates and other major milestones in hard copy and .pdf electronic file format; and
- (10) The full programme Primavera .xer files and .plf files by electronic data transfer. The change log is submitted with the data files and any changes to calendars particularly noted.
- (11) All programmes submitted include the information listed in clauses 31.2, and 32.1 of the conditions of contract as amended together with the following information:
 - The dates the *Contractor* plans to submit particulars of the design of any items of Equipment required by the Works Information;
 - The dates when key items of Plant and Materials and Equipment are required;
 - All major milestones to Completion of the *works*;
 - The agreed dates when documents are submitted, for acceptance by the *Project Manager*, in respect of design or third party consents;
 - The dates when the *Contractor* consent submissions are made;
 - The agreed dates when, in order to Provide the Works in accordance with the programme, the *Contractor* requires design information or other information to be provided by the *Employer* or Others;
 - The dates of submission of any quality plans;
 - The dates of submission of any safety plans;
 - The dates of submission of any other programmes and safe system of works;
 - The dates of submission of any logistics plan;
 - The dates of commencement of all permanent and temporary construction and installation activities;
 - The dates of factory and Site inspection and tests;
 - All quality hold points and quality control points;



- The dates of all necessary approvals and consents from the *Employer* or from Others.
- The dates of submission of any design documents together with adequate review approval and resubmission period; and any other deliverables required by the Contract.
- The programme shows the dates for submission of ITPs, handback documentation and method statements.

WI 510 Programme Arrangement

- (1) The Contractor's programme is prepared with due regard to the following:
 - The programme separately identifies any stages in the *works*, (for example Stage 1 Works and Stage 2 Works) as may be further described in the Works Information.
 - The programme separately identifies any optional works, as may be further described in the Works Information.
 - The programme identifies the latest date by which any stage works commencement notice are required to be issued by the *Project Manager*.
- (2) The *Contractor* develops a sub-network of the programme showing all design deliverables. This sub-network is a separate programme but which can be integrated as part of the overall programme submitted for acceptance

WI 515 Methodology Statement

- (1) The *Contractor* provides a narrative with each programme submitted for acceptance describing how the programme has been put together, with reference to the safe system of work and including:
 - Cycle times and work sequences;
 - The time risk allowance against each activity;
 - The deployment of Contractor's Equipment and labour;
 - The production rates used in determining durations;
 - The shifts assumed in determining durations;
 - The breakdown of labour requirements by trades;
 - Intended working hours
 - The schedules of quantities used in developing the programme; and
 - Time risk allowance.
- (2) The programme narrative is in sufficient detail to enable the durations, leads and lags in the logic diagram to be reconciled and substantiated, and to enable the projected levels of labour (by trade) and staff and flows of goods, Materials and Equipment to be identified.



WI 520 Work of the *Employer* and Others

- (1) The *Contractor* is aware that other activities with a higher priority to the *works* may arise and may need to be carried out by others in relation to matters affecting the operation of the railway at the same time as the *Contractor* had planned to carry out the *works*. In the event the *Project Manager* reasonably considers that the *works* may interfere with the carrying out of said activities the *Project Manager* may instruct the *Contractor* to re-sequence the *works* in order to accommodate such activities. The *Contractor* provides all reasonable assistance and co-operation to facilitate any such re-sequencing of the *works*

WI 525 Information Release Schedule

- (1) The *Contractor* provides the *Project Manager* with a schedule of information required from the *Project Manager* and the date by which it is to be provided. The *Contractor* ensures that any dates contained in the schedule of information to be provided are neither unreasonably close to or distant from the date when work associated with the requirement is due to be carried out.

WI 530 Revising Programmes

- (1) Revised programmes submitted by the *Contractor* for acceptance include the information listed in clause 32.1 of the conditions of contract together with the following information:
 - change log detailing all new activities
 - changed durations
 - changed calendar assignments
 - changed dependencies.
- (2) The *Contractor* attends planning meetings with the *Project Manager* as reasonably required by the *Project Manager* having regard to the progress of the *works*.
- (3) The *Contractor* updates programme as reasonably required by the *Project Manager* having regard to the progress of the *works*.
- (4) The *Contractor* provides a progress report for review and discussion at the progress meetings

WI 535 Inspection, Test and Sample Schedule

- (1) The *Contractor* provides the *Project Manager* with a schedule of inspections, tests and sampling that require to be notified and co-ordinated with the *Employer*.
- (2) The *Contractor* provides the *Project Manager* with a minimum of 4 weeks notice of when the *Contractor* plans to carry out any testing and commissioning activities for the *works*. The *Contractor* makes arrangements for the *Project Manager* and the *Supervisor* to witness all such testing and commissioning activities.



WI 540 Adhering to the Programme

- (1) The *Contractor* diligently proceeds with *works* at such a rate in order to adhere to the Accepted Programme.

WI 600 QUALITY AND ASSURANCE

WI 600.1 STANDARDS AND ASSURANCE

600.1 Legislation and Standards

- (1) The *works* conform to all relevant UK legislation and statutory instruments, European directives, EN/BS standards, RSSB Railway Group Standards or DLRL standards, including but not limited to those in section 2.

600.2 Safety and Assurance

- (1) Assurance requirements are detailed in the Technical Assurance Plan, relevant Business Critical Processes (specifically DLR-IMS-GENR-BCP-03 Joint Change Assurance Framework) and the DLR Working on the Railway Manual. The *Contractor* shall support the Employer in satisfying the assurance requirements by supplying the required assurance documentation and participating in the assurance process.
- (2) The design and other documentation detailed in the Master Document List and identified in the *Contractor's* scope of supply shall be provided before the associated assurance review gate, with sufficient time for the reviews detailed in the Technical Assurance Plan. Design documentation shall detail the DLR, British, European and International standards that are applicable, together with the issue of those standards.
- (3) The *Contractor* shall use competent staff and *Contractors/Contractors*, adopting good industry practice and quality systems, so that the works are suitable and sufficient to support safe and reliable operations of the DLR. The *Contractor* shall provide satisfactory evidence of competence to the Employer when requested to do so.
- (4) The *Contractor* shall systematically identify, using wide-ranging expertise from a competent team, all reasonably foreseeable hazards for the works under its management, and undertake risk assessment for the foreseeable hazards.

600.3 Handover and Handback

- (1) The requirements for handing over and handing back of assets to and from the Employer are detailed in the DLR *Working on the Railway Manual*. The *Contractor* supports the *Employer* in satisfying the handover and handback requirements by supplying the required documentation and participating in the handback and handover process.



- (2) The *Contractor* regularly updates the handback file with all relevant documentation such as as-builts and test results. The *Contractor* allows the *Project Manager* to inspect the handback file when requested by the *Project Manager*.

600.3 Inspection and Test Plan

- (1) An Inspection and Test Plan shall be provided with the detailed design, describing how the works will be inspected and tested at the factory, during the works and on completion of the works. The inspection and test plan shall include testing of the interfaces.
- (2) Inspection check sheets and inspection reports shall be produced for all factory and site inspection and submitted for acceptance.
- (3) Test specifications shall be produced for all factory and site tests and submitted for acceptance. The test specification shall include the following as a minimum:
- Scope
 - Equipment/ system to be tested
 - Competence requirements for tester
 - Test equipment required
 - Method of testing
 - Measurements/records to be taken
 - Expected results
 - Pass/Fail criteria
 - Access requirements
- (4) Test reports shall be submitted. Type test reports are to be signed by the tester, and reviewed and approved by the relevant engineer within the *Contractor's* design team.

WI 605 Terminology

- (1) The following are Quality and Assurance System terms used in this section of the Works Information;

Term	Meaning
Assurance	Process of ensuring and providing evidence that the <i>works</i> have been designed and constructed in compliance with the <i>Employer's</i> Requirements
Conformity	Fulfilment of specified requirements.
<i>Contractor's</i> Project Quality	A document setting out how the quality requirements of the contract will be achieved, controlled, assured,

and Assurance Plan	demonstrated and managed.
Corrective Action Request (CAR)	A statement prepared to record a failure to implement a specified process or contractual requirement. Generally identified during an audit.
<i>Employer's Requirements</i>	The output from the <i>works</i> in respect of spatial and operational improvements documented in the <i>Employer's Requirement</i> in the Works Information and the applicable Standards and legislation applicable.
Handback	The process by which the <i>Contractor</i> returns into use an altered or unaltered asset where the function of the asset is not changed by the <i>Contractor's</i> occupation or alteration.
Handover	The process by which a new asset or an existing asset where the function has changed, is handed over to the <i>Employer</i> and the responsibility for maintenance after the Handover transfers to the <i>Employer</i> and is carried out on the <i>Employer's</i> behalf. Completion or take over by the <i>Employer</i> (in accordance with clause 35 of the <i>conditions of contract</i>).
Hold Point	A point in the construction of an element of the <i>works</i> at which the <i>Project Manager</i> is invited to inspect the <i>works</i> to verify quality or completeness prior to the work progressing. The <i>Project Manager</i> will identify these Hold Points during his review of the Inspection and Test Plans
Inspection & Test Plans (ITPs)	Plans specifying the activities required to establish how Conformity is to be verified. They identify the responsibilities for executing the activities, the documents controlling them and the records required to provide Assurance. These are prepared for a particular element of the <i>works</i> to support the <i>Contractor's</i> Project Quality and Assurance Plan.
Safe System of Work	A statement submitted in accordance with the requirements of clause 31.2 of the <i>conditions of contract</i> describing how the <i>Contractor</i> plans to do the work, and identifying the principal Equipment and resources which he plans to use.
Non Conformance Report (NCR)	A statement raised to record a Non-conformity (Defect) in the product, workmanship, or system.
Nonconformity	A Defect - as defined in clause 11.2 (5) of the <i>conditions of contract</i> . (The term "Non-conformity" is used to be



	consistent with industry practice and includes System Defects as defined below.)
Outstanding Work List	A list generated at an inspection or acceptance stage to identify Defects which must be remedied before an asset can be put into operational use.
Quality and Assurance System	The management system for achieving the quality requirements described in the Works Information and for demonstrating that achievement, including the provision of documentary evidence and supporting records.
Quality Control Procedures (QCPs)	Documents that specify operational techniques or activities that are used to fulfil requirements for quality, and as such support the contract quality plan.
Site Query (SQ)	A request for information, clarification or agreement to a proposed action.
System Defect	A failure to comply with the quality and Assurance management requirements specified in this Works Information.
Verification Activity Plan	Document prepared and owned by the <i>Employer</i> in accordance with LUL Standard S1538.

WI 610 Quality Statement

- (1) The Contractor undertakes the works in accordance with Quality Management Principals [ISO 9000] and ensures:
- achievement of all the Project objectives,
 - sustainable culture of Continuous Improvement and Innovation to correct and prevent non-conformances ,
 - Enables a robust and adequate application of Quality Management Systems [ISO 9001].

WI 615 Quality and Assurance management system

WI 615.1 Quality and Assurance Management Systems requirements

- (1) The *Contractor* provides a quality and assurance management system for approval of the *Project Manager*. The quality and assurance management system identifies how the *Contractor*, by audit, inspection, self certification, collation and provision of evidence, demonstrates that the works are designed and constructed in compliance with the Works Information and all relevant Standards and statutory regulations.

- (2) The *Contractor* submits plans and procedures for acceptance by the *Project Manager* to demonstrate how he will satisfy these requirements.
- (3) The *Contractor's* quality and Assurance documentation are set out to minimise the duplication of information between plans and procedures.

WI 615.2 Quality system requirements

- (1) The *Contractor*, his designers, *SubContractors* and suppliers establish and implement quality management systems which comply with BS EN ISO 9001.
- (2) The *Contractor* provides access to his quality system documentation for review, inspection, and audit by the *Project Manager*, to support the requirements of the LU Verification Activity Plan.
- (3) Any intervention by the *Project Manager* in Hold Point inspections, and critical interventions, in audits, or in oversight of the progress of the works, does not relieve the *Contractor* of his obligations under the contract.
- (4) Quality system documentation which supports *SubContractor* and supplier activities in the works is reviewed and accepted by the *Contractor* before work starts on the relevant activities. The contract makes the documentation available to the *Project Manager* for audit on request.
- (5) The *Employer*, the *Project Manager* and Others including statutory authorities and Statutory Undertakers have the right to observe, witness, conduct audits, inspections and tests of all works that are being executed by the *Contractor*, his designers, *SubContractors*, suppliers and sub-tiers thereof.
- (6) The *Contractor* provides all inspection and testing necessary to demonstrate compliance with the specified requirements. All Non-conformities are resolved before final acceptance of the whole of the works or any section thereof.

WI 615.3 Quality and Assurance Manager

- (1) The *Contractor* appoints a Quality and Assurance Manager to be responsible for all quality and Assurance matters on this contract. The Quality and Assurance Manager is suitably empowered and supported to enable the quality of work on the contract to be managed effectively.
- (2) The Quality and Assurance Manager is independent of the design and construction functions, and has an independent link to level. The Quality and Assurance Manager is full-time for the duration of the contract, dedicated to quality and Assurance matters on this contract, and is provided with adequate resources and authority to enable the quality of work on the contract to be managed effectively.
- (3) The Quality and Assurance Manager:

- develops and implements a Project Quality and Assurance Plan as detailed in WI625 below;
 - Ensures the *Contractor's* Quality and Assurance Plan complies with BS/150 1055 and LU Standard S1538
 - develops and provides quality training for all personnel to include induction and training for staff with specific quality responsibilities;
 - manages all quality personnel;
 - approves the quality elements of the *Contractor's* Safe Systems of Work;
 - ensures compliance with legal and contractual requirements;
 - provides advice and instruction to construction teams to deal rapidly and effectively with quality non-conformities and complaints;
 - analyses individual quality non-conformities and complaints to identify trends, root causes and the corrective and preventive actions needed;
 - ensures the provision and review of ITPs;
 - undertakes audits of the *Contractor* and Subcontractors including compliance with legal and contractual requirements;
 - produces information for the Management Review with senior management, that as a minimum should comply with ISO 9001, and attend the Management Review meeting to ensure that the quality management system remains suitable, adequate and effective.; and
 - reports to the *Project Manager* on all quality issues.
- (4) The Quality and Assurance Manager has the following key competencies:
- appropriate experience of quality management and the delivery functions of the *Contractor/supplier* under self certification contracts;
 - good knowledge and practical experience of developing, implementing and improving quality management systems;
 - be a member of the Chartered Quality Institute (or an equivalent recognised quality body) or an appropriate engineering institute; and
 - be a competent auditor or have access to competent auditors.
- (5) Designers, Subcontractors, suppliers and sub-tiers thereof each provides a quality assurance representative with adequate resources and appropriate authority and competency to ensure the quality of work and deliverables on the contract
- (6) The *Employer*, the *Project Manager*, and authorised Others including statutory authorities and Statutory Undertakers, have the right to observe, witness, conduct audits, inspections and tests of all works that are being executed by the *Contractor*, his designers, Subcontractors and supply chain.
- (7) The *Contractor* provides all inspection and testing necessary to demonstrate that all the requirements of the Works Information and the law have been met.

All non-conformities are resolved before final acceptance of the works or any section of the works.

- (8) All on-Site and off-Site testing is carried out by laboratories accredited by UKAS or by a similar national body or by persons accredited to a similar standard and are subject to acceptance by the *Project Manager*. The quality system provides procedures for witnessing the manufacturing, construction, installation, testing and commissioning of the works.

WI 615.4 Samples for Submission

- (1) Not Used.

WI 620 Assurance management

WI620.1 General

- (1) *Contractor* Assurance requires the *Contractor* to provide sufficient evidence to demonstrate to the *Project Manager* that the general and specific requirements of the Works Information and the Standards have been complied with
- (2) The *Project Manager* monitors Assurance by a process of planned sampling and critical intervention..
- (3) The *Contractor* monitors, inspects, audits and verifies that his suppliers and Subcontractors and all tiers supplying the suppliers and Subcontractors are providing acceptable Assurance, through procedures and evidence, in compliance with general and specific requirements and the relevant Standards

WI620.2 Design Assurance

- (1) The *Contractor* provides Assurance to the *Project Manager*, that the proposed design is compliant with all standards and requirement of this Works Information. The *Contractor's* procedures for achieving Assurance are identified in the *Contractor's* Project Quality and Assurance Plan.
- (2) Where there is a Defect, the *Contractor* carries out such redesign as may be necessary to to correct, rectify or prevent a recurrence of such Defect. Any such redesign ensures that the performance and operation of the works and the relevant part thereof is not degraded or reduced by virtue of such redesign from the Standards specified in the Works Information and/or in this contract or if no Standard is so specified, from the Standard reasonably inferred from this contract.
- (3) As a minimum, the design management process is documented in the *Contractor's* or Subcontractor's management system to meet the *Employer's* requirements for design.



- (4) The *Contractor* ensures that the Designer(s) have the appropriate professional qualifications to achieve the design assurance requirements

WI620.2 Technical Assurance

- (1) The works including the design of the works will be subject to the *Employer's* Change Assurance Process. The *Contractor* is required to submit sufficient documentation to enable the design to be reviewed and approved by the Change Assurance Panel. The assurance process requires that a number of gates are passed in order to permit development of the *works*. The *Contractor* provides;
 - An outline design to obtain Approval in Principle
 - A detailed design to obtain Approval of Design
 - Test plans and draft O&M manuals to obtain Acceptance of Assets
 - As-built drawings and O&M manuals to obtain Closure of Change
- (2) The *Contractor* reviews the Technical Assurance Plan (TAP), and, especially, the Master Document List (MDL) that accompanies it. The MDL details the documentation required in order for approval of each assurance gate to be obtained. A draft TAP and MDL are included in Annexure 1.
- (3) The *Contractor* supplies such documentation in respect of each assurance gate on within such timescale as required to achieve the programme having regard to the time required by the Employer to review such documentation.
- (4) The *Contractor* takes account of any Employer comments and revises the documentations so that such comments are addressed.
- (5) Responsibility for design activities and production of documentation rests with the *Contractor*.

WI620.3 Construction.

- (1) The *Contractor* Provides the Works in accordance with the assured design and with all applicable law, the Standards and the contract requirements.
- (2) The *Contractor* assures the *Employer*, through submissions to the *Project Manager*, that the works have been constructed in accordance with the contract. The *Contractor* prepares, retains and provides evidence to the *Project Manager* to that effect.
- (3) The *Contractor* implements self certification processes to ensure that the works have been constructed in accordance with the contract. Such self certification processes includes demonstrably independent scrutiny, monitoring, checking and audit regimes in accordance with the contract requirements. The *Contractor* ensures independence in assessment, and certification in the quality assurance, quality control and building control processes. The processes are identified in the *Contractor's* Project Quality and Assurance Plan which will indicate the relevant processes and procedures used.

WI 625 Contractor's Project Quality and Assurance Plan.

WI625.1 Project Quality and Assurance Plan.

- (1) Within four weeks of the starting date, the *Contractor* submits a Project Quality and Assurance Plan to the *Project Manager* for acceptance. The *Contractor* reviews and updates the plan if significant changes occur to the processes, organisation or requirements or as reasonably required by the *Project Manager*.
- (2) The *Contractor's* Project Quality and Assurance Plan is supported by applicable QCPs, ITPs, Safe Systems of Work and references to and extracts from Standards.
- (3) The *Contractor's* Project Quality and Assurance Plan include the controls to be applied by designers, Subcontractors, suppliers and sub-tiers thereof, both directly and by identifying the Quality and Assurance System documentation that designers, Subcontractors, suppliers and sub-tiers thereof are required to produce. The *Contractor* ensures that designers, Subcontractors, suppliers and sub-tiers thereof agree to and implement the applicable controls specified in the *Contractor's* Project Quality and Assurance Plan and the identified quality system documentation.
- (4) The *Contractor*, the designers, Subcontractors, suppliers and sub-tiers thereof do not commence any activity on any part of the works for which the *Contractor's* Project Quality and Assurance Plan, applicable QCPs and ITPs, have not been accepted by the *Project Manager*.
- (5) The *Contractor's* Project Quality and Assurance Plan, as a minimum, complies with the requirements of the guidelines set out in BS EN ISO 10005 and, as appropriate:
 - Covers the relevant phases of the contract (design, assessments, procurement, manufacture, condition/defect surveys, construction, installation, monitoring, testing, commissioning and maintenance);
 - Complies with BE EN ISO 9000, BS EN ISO 9001 and BS EN ISO 9004 (as applicable)
 - Incorporates comprehensive quality system procedures for all identified risk and processes associated with this contract;
 - Identifies clear and robust QCPs to provide independence of all inspection and checking processes to ensure that self certification is in place and evidence provided to assure the design and construction;
 - Indicates the inter-relationship of the *Contractor's* Project Quality and Assurance Plan with other associated documentation of the *Contractor*;
 - Describes the relationships and activities of the *Contractor*, designers, Subcontractors, suppliers and consultants including organograms;
 - Specifies the requirements of the quality systems to be operated by the *Contractor's* designers, Subcontractors and suppliers;
 - Includes *Contractor's*, designers' and Subcontractors' design control systems/procedures;



- Identifies the requirements for self certification, audit, intervention and inspection of all subcontracted processes;
 - Incorporates a monitoring system for procurement, maintenance and condition of Plant and Materials to ensure that contract objectives can be fulfilled;
 - Allows for external second and third party audits to be carried out as required by the *Project Manager* and Others as described above;
 - Incorporates comprehensive Quality and Assurance System audit procedures including the preparation of audit reports;
 - Specifies procedures to rectify non-conformities raised, including System Defects raised as a result of both internal and external audits;
 - Describes the statistical process techniques to be used to prevent the occurrence of non-conformities;
 - Provides for regular management reviews of the contract Quality and Assurance System;
 - Includes records management procedures including for review and verification of records by the *Contractor's* quality assurance manager and compilation of Assurance packages at Handover of new and altered assets; and
 - Identifies quality related Key Performance Indicators;
- (6) The *Contractor* prepares, and updates as required, QCPs to support the *Contractor's* Project Quality and Assurance Plan for the works. The *Contractor* incorporates requirements for review and update of the QCPs in the *Contractor's* Project Quality and Assurance Plan. The *Project Manager* identifies those QCPs which require *Project Manager* acceptance.
- (7) The primary activities addressed by QCPs and to be implemented by the *Contractor* are to include
- Preparation of QCPs for design (including temporary works);
 - Procurement, manufacture, construction, installation and testing along with all quality control processes;
 - Design control including verification, validation, approval and acceptance by Others where relevant;
 - Design change control;
 - Preparation of Safe Systems of Work;
 - Preparation, review and approval of ITPs;
 - Preparation of Materials requisitions and approval of purchase orders in accordance with accepted specifications;
 - Performance of quality verification inspections;
 - Control and calibration of measuring and test Equipment;
 - Scheduling of necessary testing;



- Interim inspection of work including Equipment and temporary works;
 - Monitoring against Safe Systems of Work;
 - Monitoring the activities of designers, Subcontractors, suppliers and subtiers thereof, to ensure their compliance with the contract;
 - Review of Material suppliers' and Subcontractors' quality verification documentation;
 - Administration of Non-conformity and reporting to the *Project Manager*;
 - Certification control and co-ordination;
 - Quality verification inspection of the completed works and collation delivery of quality control records;
 - Collation delivery of design and construction compliance verification and Assurance records;
 - Administration of design, procurement, manufacture, construction, installation, test and functional Non-conformities and concessions and reporting of them to the *Project Manager*;
 - Production of four-weekly reports of quality issues including Nonconformity records and Key Performance Indicators; and
 - Verification of Plant and Materials and system compliance through conducting inspection, testing and commissioning
- (8) The *Contractor*, the designers, Subcontractors and suppliers completes the works in accordance with the *Contractor's* Project Quality and Assurance Plan and QCPs.

WI 630 Surveillance and Audits

WI630.1 Surveillance

- (1) The *Contractor's* Quality Management System provides a process and procedure for surveillance of the design and construction of the *works* by a process of audits, certification and self certification. The *Contractor* collates all the quality documentation from his inspection and testing processes and other verification activities.

WI630.3 Audit Programme

- (1) The *Contractor* submits, with his *Contractor's* Project Quality and Assurance Plan, a schedule of internal, designer, Subcontractor and supplier audits that will be conducted by the *Contractor's* personnel. The schedule, scope and method of the audits enable the *Contractor* to verify that all aspects of the *works* are conducted in accordance with contractual requirements
- (2) The schedule and any amendments are subject to acceptance by the *Project Manager*. The schedule is reviewed by the *Contractor* with the *Project Manager*, every four weeks, to reflect all relevant aspects and the developing and changing nature of the Project and the construction programme. This review will consider trends from audit findings and the adequacy of preventative measures put in place

**WI630.4** Audit Participation

- (1) The *Contractor* allows the *Employer*, the *Project Manager*, and Others to observe or participate in audits. The *Contractor* provides the facilities and access necessary for these audits to be carried out effectively
- (2) The *Contractor* places similar requirements on his designers, Subcontractors, and suppliers with regards to audit participation.

WI630.5 Audit process and outputs

- (1) All audits performed by the *Contractor* are carried out as described in BS EN ISO 19011 and all reports are, unless otherwise agreed by the *Project Manager*, to be submitted for acceptance
- (2) The *Contractor* maintains an audit / CARs / preventative action reports database for use by the *Contractor* and the *Project Manager*.

WI635 **Contractor's Resources****WI635.1** Resources

- (1) The *Contractor's* Project Quality and Assurance Plan includes organisation charts for the *Contractor* and all designers, Subcontractors, and suppliers to show the reporting structure of those personnel responsible for quality on the contract and particularly those personnel responsible for self certification activities
- (2) The *Contractor's* Project Quality and Assurance Plan includes curriculum vitae for all such quality personnel, including those of Subcontractors, designers, and suppliers and particularly those nominated for self certification activities.
- (3) The *Contractor* demonstrates that adequate resources are provided to fulfil the contract.
- (4) The *Contractor* provides appropriate training to all personnel in the operation of the Quality Management System and maintains training records.

WI640 **Self Certification****WI 640.1** Self certification requirements

- (1) The *Contractor* implements a quality control system for the contract to include monitoring, inspection and corrective action to ensure that the specified requirements are achieved.
- (2) The *Contractor* submits, to the *Project Manager* for acceptance, his proposals for self certification within the *Contractor's* Project Quality and Assurance Plan. This self certification plan demonstrates the processes to be employed and proformas to be used to verify compliance with the specified requirements. The plan is based on the *Contractor's* existing company management system

procedures and proformas. The *Contractor* submits the plan to the *Project Manager* for acceptance before commencement of the works.

- (3) The plan identifies the means provided to achieve self certification of designers, Subcontractors and suppliers. The plan states when the designers', Subcontractors' and suppliers' own systems will be employed, and where the *Contractor* will exercise quality control over the designer, Subcontractor or supplier.
- (4) There are specific requirements within the Works Information for independent checking and inspection of elements of the works.
- (5) The *Contractor* ensures that all quality control of construction of the works is independent of the production control of the works.
- (6) The *Contractor* submits, to the *Project Manager* for acceptance, the ITPs and inspection check lists for the elements of the works. The *Project Manager* may identify Hold Points at which *Project Manager* inspection and acceptance is required before work proceeds.
- (7) The *Contractor* produces appropriate self certification records to demonstrate that the supporting documents (inter alia: ITPs, inspection check lists, supplier compliance certificates, concrete and other Site measurement commissioning records, audit records, "red-line" mark-ups, and "as-built" details) have been completed in accordance with contract requirements.
- (8) The *Contractor* raises a NCR whenever corrective action for an identified Defect cannot be implemented within the shift.
- (9) The *Contractor* submits NCR corrective proposals to the *Project Manager* for acceptance (if appropriate the *Project Manager* consults the infrastructure owner or maintainer). The work does not proceed until the *Project Manager* has accepted the relevant NCR corrective proposal. Records showing the successful corrective and preventative action are included in the quality control records.
- (10) The *Contractor* maintains the quality control records in an accepted database to verify Assurance at Completion of a section of the works. The *Project Manager* may access and interrogate the database and records at any time during the progress of the works. The database is indexed and formally transferred to the *Project Manager* at Completion of a section of the works.
- (11) The *Contractor* carries out scheduled, structured audits on specific elements of quality control for the works, by trade or by location, to verify that the records are prepared and maintained in an acceptable form. The *Project Manager* may attend these audits.
- (12) The *Project Manager* audits the records and NCR registers and reports during the progress of the works.
- (13) The *Project Manager* monitors the effectiveness of the *Contractor's* self certification system through:

- surveillance,
- witnessing appropriate key activities,
- review of certification and records,
- monitoring and participation in the *Contractor's* audit schedule,
- independent auditing.

WI 645 Materials and Construction

WI 645.1 Quality System

- (1) The *Contractor* implements a quality control system for the contract to include monitoring, inspection and corrective action to ensure that the specified materials and construction methodology requirements are achieved.

WI 650 Schedule of Contractor's Management Plans and other procedural documentation

WI 650.1 Not Used

WI 655 Quality Control

WI 655.1 Quality Plan

- (1) The *Contractor* agrees a quality plan with the *Project Manager* that demonstrates and verifies that the works satisfy the *Employer's* requirements as contained in the Works Information as may be modified from time to time. The quality plan incorporates requirements such as hold-points, inspections or other tests required by the *Project Manager*.
- (2) The agreed quality plan does not replace or supersede any other quality verification procedures that forms the *Contractor's* own quality system or that is required elsewhere under the contract, e.g. Certificate of Registration to an Accredited Quality Scheme, Material Certification, Certificate of Completion / Conformity, Staff Training Certificates etc.

WI 655.2 *Setting Out*

- (1) The *Contractor* accurately, truly and properly sets out the works and is responsible for the correctness of the positions, levels, dimensions and alignment of all parts of the works. The *Contractor* provides all necessary instruments, appliances, materials, equipment and labour in connection therewith.

WI 655.3 Accuracy of Setting Out



- (1) The *Contractor* ensures when setting out, that he complies with all requirements for special accuracy and critical dimensions shown on drawings or otherwise specified. Where work is not otherwise specified the *Contractor* does not exceed tolerances stated in the contract documents.
- (2) The *Contractor* takes corrective action in respect of work not complying with the standard of accuracy or tolerances specified, including rectification of work already carried out, adjustment of methods or materials used, increased supervision of identified source of inaccuracy. When any adjustment of design and/or details may be required in respect of same the *Contractor* requests approval from the *Project Manager* who instructs the *Contractor* on the action to be taken. The *Contractor* complies with the *Project Managers* instructions. The *Employer* is not responsible for any cost or time implications arising from the *Contractors* corrective action.
- (3) The *Contractor* arranges the setting out, installation and juxtaposition of equipment so that there are no practically or visually unacceptable changes in plane, line or level and that the finished work has a true and regular appearance.

WI 655.4 *Appearance and Fit*

- (1) The *Contractor* ensures that tolerances of components or equipment do not exceed the maximum deviations in size, position or shape stated in the RMSS.

WI 655.5 *Suitability of Related Work and Conditions*

- (1) Before starting any new section of the *works* the *Contractor* ensures that previous related work is properly completed and to an adequate and suitable condition to receive any follow-on work.
- (2) Before starting any part of the *works*, the *Contractor* ascertains for himself the adequacy of any existing structure or fabric that may affect the *works*.

WI 660 Protection of Existing Structures and Services

WI 665.1 Protection of Existing Structures and Services.

- (1) The *Contractor* is responsible for and ensures the adequacy, stability and structural integrity of the *works* during their construction, with particular regard to the erection sequence and temporary condition of the various elements of construction where different from the final design condition.
- (2) The *Contractor* does not overload the *works* during distribution and storing of materials and/or during the carrying out of the *works*.

WI 665 Protection of the Works

WI 665.1 Protection of the Works



- (1) The *Contractor* protects the *works* in respect of everything which a prudent and competent contractor would protect the work and clears away on completion or when no longer required. The *Contractor* repairs and makes good any damage to the *works* arising from such protection to the satisfaction of the *Project Manager*.
- (2) The *Contractor* has regard to and complies with the latest publications and good practice in respect of winter working and is deemed to have included in his prices for taking all reasonable precautions in providing protection or otherwise to avoid delay in the execution of the *works*.
- (3) Any work liable to damage by frost is to be covered up and protected to the satisfaction of the *Project Manager*. Any work damaged by frost is to be cut out and made good at the *Contractor's* expense.

WI 665.2 Existing Mains Services

- (1) The *Contractor* ascertains the positions of all services and makes his own enquiries regarding the existing services prior to commencement of work on Site. No claim in respect of lack of knowledge in respect of same is entertained.
- (2) A number of the existing services crossing the Site serve adjacent properties and remain live during the course of the works. The *Contractor* takes all reasonable precautions to protect such services and affords all reasonable access to the *Employer* or to Others to facilitate any urgent or emergency repair as required by the *Employer*. The *Contractor* repairs any damage caused by the *Contractor* thereto.
- (3) The *Contractor* repairs all existing sewers and drains which are displaced or blocked through the execution of the works to the satisfaction of the *Project Manager*. On completion of the works the *Contractor* shall provide evidence that all underground services, whether existing or new, are not displaced or blocked.
- (4) The *Contractor* applies to the appropriate statutory authorities for any discharge licences or temporary main supplies (other than those which are specifically to be provided by the *Employer*) and pays for all charges in connection therewith.
- (5) The *Contractor* indemnifies the *Employer* against any expense, liability, loss or claim, etc whether received before or after Completion.

WI 700 TESTS AND INSPECTIONS

WI 700.1 Inspections of the Works

- (1) The *Contractor* arranges and facilitates on-site inspections of the *works* and off-site inspections of the *Contractor's* facilities where work is being carried out in relation to the *works* as required by the *Project Manager*.

WI 705 Test and inspection schedule (CI 40.1, 40.2,41.1,60.1(16))

WI 705.1 Test and inspection schedule

- (1) The *Contractor* complies with the requirements of the following Inspection and Test Plan schedule and allows within the Accepted Programme for inspections and test carried out by the *Project Manager* and Others.

WI 705.2 Terminology

- (1) The following are terms used in this section of the Works Information.

Term	Meaning
Assurance	Process of ensuring and providing evidence that the <i>works</i> have been designed and constructed in compliance with the <i>Employer's</i> Requirements.
Conformity	Fulfilment of specified requirements.
<i>Employer's</i> Requirements	The output from the <i>works</i> in respect of spatial and operational improvements documented in the <i>Employer's</i> Requirement Statement in Works Information Chapter 1A, and the applicable Standards and legislation.
Hold Point	A point in time in the construction of an element of the <i>works</i> at which the <i>Project Manager</i> shall be invited to inspect the <i>works</i> to verify quality or completeness prior to the work progressing. The <i>Project Manager</i> will identify these Hold Points during his review of the Inspection and Test Plans.
Inspection & Test Plans (ITPs)	Plans specifying the activities required to establish how Conformity is to be verified. They identify the responsibilities for executing the activities, the documents controlling them and the records required to provide Assurance. These are prepared for a particular element of the <i>works</i> to support the <i>Contractor's</i> Project Assurance Plan.
Non Conformance Report (NCR)	A statement raised to record a Non-conformity (Defect) in the product, workmanship, or system.
Nonconformity	A Defect - as defined in clause 11.2 (5) of the <i>conditions of contract</i> . (The term "Non-conformity" is used to be consistent with industry practice and includes System Defects as defined below.)
Outstanding Work List	A list generated at an inspection or acceptance stage to identify Defects which must be remedied before an asset can



	be put into operational use.
Quality Control Procedures (QCPs)	Documents that specify operational techniques or activities that are used to fulfil requirements for quality, and as such support the contract quality plan.
Site Query (SQ)	A request for information, clarification or agreement to a proposed action.
Verification Activity Plan	Document prepared and owned by the <i>Employer</i> in accordance with LUL Standard S1538.

WI 710 Management of tests and inspections

- (1) The *Contractor* undertakes the management of the test and inspections in accordance with an Inspection and Test Plan to be agreed by the *Project Manager*

WI 715 Covering up completed work

- (1) The *Contractor* gives the Project Manager notice to allow the Project Manager to inspect completed works before they are covered up if no notice is given the Contractor must uncover at his own cost and no claims will be entertained.

WI 720 Supervisor's procedures for inspections and watching tests

WI 725 Testing and Commissioning

- (1) The *Contractor* undertakes all testing and commissioning of all installations incorporated into the works.
- (2) Testing and commissioning is in accordance with the requirements of the relevant specifications and relevant Handover / Handback Strategy in respect of testing and commissioning.
- (3) The *Contractor* shall develop an Inspection Test Plan for agreement with the *Project Manager* whose comments shall be incorporated by the *Contractor*.
- (4) Where test certificates are required to elements of the *works* they, without limitation, include:
- Details and date of test
 - Instruments used, serial numbers, calibration dates
 - Signature of those witnessing tests
 - *Contractor's* name
 - Specific location of the item of the *works*



- (5) The *Contractor* ensures, if he proposes an alternative item, which does not carry appropriate certification, that independent testing is carried out at no expense to the *Employer* to confirm compliance.
- (6) The *Contractor* agrees procedures for inspections and tests with the *Project Manager*, including periods of notice required by the *Project Manager*.
- (7) Where a test indicates non-compliance with the Contract, the *Contractor* immediately submit proposals for corrective action.
- (8) The *Contractor* arranges access for personnel who require being in attendance to manufacturer's or other off site premises when any inspections and tests are carried out. Attendance or otherwise of the supervisory personnel during specified inspections or tests does not reduce the obligations of the *Contractor*.
- (9) The *Contractor* maintains records of all specified inspections and tests performed, including third party and works test certificates.
- (10) The *Contractor* includes in his records, as appropriate, details of the element, item, batch or lot, the nature, number and date of the inspections and tests, the number and type of deficiencies found, any corrective action taken and other relevant particulars.
- (11) The *Contractor* maintains all records on site for inspection. On completion of the *works* copies are included in the operating and maintenance manuals.
- (12) The *Contractor* submits copies of records within one week of request.
- (13) Testing of materials, services and any other elements are to be carried out by an independent authority approved by the *Contractor*. Results are to be forwarded direct from the testing house to the *Project Manager*.
- (14) Function tests are carried out by the Contractor to all plant, systems and controls individually and collectively. All tests are carried out in accordance with the industry and manufacturers standards, and be in accordance with the relevant CIBSE Commissioning Codes, British Standards and IEE Regulations.

WI800 MANAGEMENT AND SUPERVISION OF THE WORKS

WI 805 The *Contractor's* Representative

WI 805.1 Site Management and Supervision

- (1) The *Contractor* provides experienced and competent site management and supervision approved by the *Project Manager* on the Site at all times when the *Contractor* is carrying out works on the Site.
- (2) The *Contractor* does not replace any approved site management or supervision without the prior written approval of the *Project Manager* and replaces them with site management or supervision approved by the *Project Manager*.



- (3) Any instructions given to the *Contractor's* Site management is deemed to have been issued to the *Contractor*.
- (4) The *Contractor* removes any site management or supervision from the Site if the *Project Manager* reasonably believed that the Site management or supervision does not provide the management and quality control required for the works.
- (5) Any person employed for the works by the *Contractor*, who in the opinion of the *Project Manager* is incompetent or who acts in an improper or unsafe manner, shall be removed from the Site. Such persons shall not return to the Site for employment in any capacity without the permission of the *Project Manager*.
- (6) The *Contractor* appoints a *Contractor's Representative* to act on behalf of the *Contractor* through out the project
- (7) As part of the *Contractor's* mobilisation duties the *Contractor* understands the structure and format of the *Employer's* project team, in particular the appointment of the *Project Manager* and *Supervisor* and any delegations thereto and submits to the *Project Manager* for acceptance a communication plan such that there are clear lines of communications between the *Contractor* and the *Project Manager*.
- (8) The *Contractor* ensures that his project team and Site organisation are established and changed as necessary to facilitate effective communications between the *Employer's* representatives.

WI 810 Progress Meetings

WI 810.1 Meetings

- (1) The *Contractor* attends Site progress meetings as required by the *Project Manager*.
- (2) The *Contractor* attends any meetings convened by the *Project Manager* at the times and places instructed

WI 815 Reporting

WI815.1 Progress Report

- (1) The *Contractor* attends any meetings convened by the *Project Manager* at the times and places instructed.
- (2) The *Contractor* issues a comprehensive progress report at four week intervals to suit the DLR 13 period calendar reporting cycle. . The first progress report is issued at a date to be instructed by the *Project Manager* which will be no more than 28 days after the *starting date*.
- (3) The *Contractor* submits four (4) printed copies and one (1) electronic copy of each progress report to the *Project Manager*

- (4) The detailed format of the report is agreed with the *Project Manager* prior to the submission of the first report which includes the following as a minimum
- Executive Summary and Key Issues
 - Health and Safety, Security
 - Incidents occurring within the period
 - Progress
 - Programme Narrative
 - Planned progress –v- Actual progress
 - Resources (Manpower and Equipment);
 - Design
 - Updated Information Required Schedule
 - Technical Queries and Requests for Information Schedule
 - Procurement
 - Commercial (Early Warnings, Compensation Events, etc.)
 - Risk Management
 - Quality and Assurance
 - Access and Depot Issues

WI820 Work Plan

- (1) For each element of work in hand, the *Contractor* issues a work plan(s), no later than 0900 on Monday of each week. The work plan comprises a four week rolling programme (one week look back and three weeks look ahead) covering day to day activities. This work plan is in Gantt chart format and be resource loaded.
- (2) The headings include Safety, Progress, Programme, Design, Quality, Access, Environment and Issues
- (3) The work plan indicates the timing of all proposed hold points in the inspection and test plans identified by the *Project Manager*, for inspection by the *Project Manager* or the *Supervisor* or by Others who have the right of inspection
- (4) There is a narrative report on each section/discipline of the work describing the progress over the week look back and planned for the three weeks look ahead.
- (5) The *Contractor* marks up progress achieved on the look back week with weightings linked to the overall Accepted Programme. Schedule performance indicators (SPIs) and cost performance indicators (CPIs) shall be calculated for the planned and actual work
- (6) The *Contractor* provides details and reasons for targets not being achieved and actions that the *Contractor* intends to take to recover any lost time.



- (7) The format of the work plan is to be agreed by the *Project Manager*, and the work plan is submitted in electronic format and hard copy.
- (8) The work plan is discussed at a work plan meeting to be held at the time of issue of the work plan. The *Project Manager* is to be invited to attend the work plan meeting. The *Contractor* requires the *Contractor's* section managers accountable for the delivery of the *works* to present their section and account for the performance and the short term plan.

WI825 Daily Log

- (1) The *Contractor* maintains a daily log available to the *Project Manager* and his staff and contains as a minimum:
 - the number of personnel on Site during the day against that planned. For manual workers the personnel are grouped by trade and for non-manual workers by work title
 - items of Equipment and plant on Site against that planned
 - brief description of the work carried out that day,
 - the commencement or completion of any significant event
 - major items of Equipment received, removed or installed
 - work stoppages, interruptions, delays and potential causes of delay.
 - The report shall include a general description and any significant weather events during the course of the day
 - a daily record of work performed on Site, materials delivered
 - a daily record of EWNs, CEs, Commercial communications, Instructions received, RFIs, TQs.
- (2) The *Contractor* makes the daily log available to the *Project Manager* for inspection on request. The Daily Log is in a format as reasonably required by the Project Manager

WI830 Contractor's Proposals to change the Works Information

- (1) Any proposal submitted by the *Contractor* to the *Project Manager* to change the Works Information contains:
 - A detailed scope of the change, clearly identifying the specific sections of the Works Information which are proposed to be changed
 - A schedule detailing how the proposed change is to be effected, including activities and anticipated durations for any resulting design changes to be undertaken by the *Contractor*, additional or revised consents, additional or revised concessions, amended Completion Date, amended Key Dates and other relevant information.



- A proposed revised programme if the programme for the remaining work is affected.
 - Proposed changes to the Prices
- (2) The *Project Manager* replies in accordance with the conditions of contract and either;
- Accepts the proposal
 - Accepts the proposal with conditions
 - Rejects the proposal
 - Requests further information
 - Requests a revised proposal to suit considerations required by the *Project Manager* or the *Employer*.

WI 835 Not Used

WI 840 Record Drawings

WI840.1 Requirements

- (1) The *Contractor* keeps a set of all drawings used for construction or fabrication, and associated data and specifications, on the Site marked up to record accurately all changes during construction including any instructions and technical query responses.
- (2) The *Contractor* ensures the drawings and specifications are marked up on a continuous basis by the *Contractor* in a format acceptable to the *Project Manager*. The *Project Manager* has access to these Site records at all times.
- (3) Within two weeks of all work shown on a specific drawing, associated data or specification being completed, the *Contractor* produces the as-built drawings and other information which are clearly marked "As Built". The *Project Manager* may audit the record information.
- (4) The *Contractor* includes or reference these "As Built" drawings in the documentation produced for the Health & Safety File.

WI 840.2 Building Information Modelling

- (1) The *Employer* utilises Building Information Modelling (BIM) in its business and the *Contractor* is required to provide all as-built and record information in such a format as the *Employer* reasonably requires to support the BIM. A copy of the BIM Protocol and other relevant information is included in Annexure 3.

WI 845 Risk Management

WI 845.1 Requirements



- (1) The *Employer* and the *Contractor* are committed to identifying and managing risk.
- (2) Risk includes (but is not limited to) those events that, if they do occur, could impact on safety, the environment, the *Employer's* interests or reputation, or the interests of Others. The *Employer's* strategy for this process is summarised below.
- (3) The *Contractor* co-operates with the *Project Manager*, the *Employer*, and with Others in providing information needed in connection with risk management of this contract

WI 845.2 *Employer's Risk Management strategy*

- (1) Risk management is utilised as an action and decision support tool on the project. The process identifies high risk activities and processes and these risks are reviewed to ensure that all reasonable practicable measures are taken to mitigate the risk.
- (2) Risk control measures shall be determined for all risks identified.
- (3) The project Risk Management Process (RMP) is prepared by the *Employer*. The RMP generates information to be used in support of management decision making, and drives action in the prioritisation and reduction of risks to which the Project may be exposed
- (4) The RMP includes a statistical analysis of the identified risks, issues and contingencies. This analysis provides information which is used in management reporting both by the project and LU as a whole
- (5) It is emphasized that the risk management process is an ongoing activity comprising regular review and the incorporation of measures so that contract risks shall be fully mitigated or to ALARP status as appropriate.
- (6) The objectives of the risk management process are:
 - To identify risks to the contract before they occur; i.e. events or circumstances that may have an impact on one or more of the project's objectives, including time and cost
 - Eliminate risks wherever possible or reduce the likelihood of occurrence
 - Develop risk management strategies and fall-back plans to deal with risks should they occur.
 - Mitigate or reduce the scale of the potential impact of the risk occurring.
 - Assess cost and programme effect of any agreed risk and link to the project cost plan and schedule
- (7) Having conducted a risk reduction meeting or other risk review, the *Project Manager*, with the *Contractor's* co-operation, ensures that the Risk Register is updated and provides the following information:
 - Description of risk

- Probability of risk occurring
- Impacts if risk occurs (schedule and cost descriptions and level)
- Mitigation strategies and actions with dates
- Risk owner

WI 845.3 Contractor's Responsibility for Risk Management

- (1) The *Contractor* submits, within four weeks of the starting date, for acceptance by the *Project Manager*, a Risk Management Plan. The *Contractor* liaises with the *Project Manager* during this time to identify and agree the parameters to be used in the identification and evaluation of risk.
- (2) The focus of the Risk Management Plan should be reduction of risk exposure. It should be results-oriented and not place undue weighting on analysis at the expense of action. It is in the interests of the *Employer* and the *Contractor* to share relevant risk information and work together to prevent the realisation of risks where possible.
- (3) In conjunction with clause 16 of the conditions of contract the *Contractor* identifies any changes or newly identified risks to the *Project Manager*.
- (4) The *Contractor* identifies any risks which have been realised and become issues to the *Project Manager*
- (5) The *Contractor* reports risks and provides risk related information in accordance with the requirements of this contract, the RMP and his risk management plan.
- (6) The *Contractor* submits an updated version of their Risks and Issues registers, as separate documents, for approval by the *Project Manager* with the 4 weekly period progress report or earlier as required by the *Project Manager*.
- (7) The *Contractor* provides, both in hard-copy and electronic format, a copy of the *Contractor's* current project risk register for reference at each meeting.

WI 845.4 Risk Reduction Meetings

- (1) The *Contractor* meets with the *Project Manager* not less than once in each four week period to review the Risk Register in accordance with clause 16 of the conditions of contract
- (2) The *Contractor* provides the appropriate level of representation at the meetings to review and action the identified risks and notified early warnings

WI 850 Labour

WI850.1 Employment of Labour



- (1) The *Contractor* employs all labour at not less than the rates of wages and under conditions laid down by law or in accordance with any working rule agreement applicable to the industry concerned.
- (2) The *Contractor* imposes a requirement for the highest level of conduct on his workforce in relation to neighbouring property owners and the public. The *Contractor* removes any person who fails to adhere to the required level of conduct from the Site and the *Project Manager* has the right to demand the removal of any such person from the Site, whether employed directly by the *Contractor* or by his sub-*Contractors*.

WI850.5 Competency of Labour

- (1) The *Contractor* ensures that only suitably trained, experienced and competent labour is used at all stages of the *works*. All *Contractor* operatives and sub-*Contractors* are required to be assessed as competent using a formally defined competence management system that is compliant with the task they are undertaking
- (2) The *Contractor* provides the *Project Manager* with a record of the training and relevant certification for all of Site operatives under his control. This is used as evidence that the operatives are suitably qualified for the operations they are carrying out.
- (3) The *Contractor* satisfies himself and warrants that all elements of the *works* as set out and/or referred to and/or reasonably inferred in this *Works* Information can be completed and achieved for the price stated in the Pricing Document.

WI 855 Not Used

WI 860 Not Used

WI 865 Project Team

- (1) To be included in the Contract Documents

WI 870 Communications

- (1) The *Contractor* only acts on written instructions from the *Project Manager*.
- (2) All instructions given by the *Project Manager* are in writing. The *Contractor* does not act on verbal instructions, the *Contractor* only acts on instructions in writing from the *Project Manager*. If the *Contractor* acts on instructions other than on instructions in writing from the *Project Manager*, the *Contractor* is not entitled to be paid for so acting or to any additional time. If the *Contractor* acts on instructions other than in writing from the *Project Manager*, the *Contractor*



undertakes all works required by the *Project Manager* to return the works, at no cost to the *Employer*, to the state they would have been in had the *Contractor* not acted on such instructions.

- (3) Any instructions in writing given to the *Contractor's* Site management team by the *Project Manager* is deemed to have been issued to the *Contractor*.

WI 875 Labour and Plant Returns

- (1) In addition to any other returns and reports, notices and the like required under the contract, the *Contractor* submits the following to the *Project Manager* in a form accepted by the *Project Manager*.

- Daily Labour Returns giving the numbers, including trade classifications, of all personnel employed on the Site, including those of subcontractors, and the number and position of supervisory and administrative staff.
- Details of works to be carried out each night and the names of personnel involved (to be submitted by 1200 hours on the day of the works or 1200 hours Friday for weekend works).
- Weekly Equipment Returns recording the numbers and types of all mechanical plant & Equipment on the Site and, where applicable, the dates when the plant or Equipment was brought on to and removed from the Site, including the activity the plant or Equipment is required.
- Incident notification reports for all incidents occurring on Site, in a form to be agreed with the *Project Manager*.
- List of all Plant and Materials prior to delivery to Site.
- Timesheets are completed by all *Contractor* personnel. These are signed and endorsed by the relevant line manager. The timesheets are kept in a suitable single location within the *Contractor's* offices and be available for regular audit by the *Project Manager*. A weekly summary of timesheets are submitted to the *Project Manager* by Thursday of the following week. The summary sheet includes a list of all staff working on the Project, the rate being charged, hours expended, and cumulative hours expended

WI 880 Not Used

WI 885 Not Used

WI900 WORKING WITH THE *EMPLOYER* AND WORKING WITH OTHERS

WI905 Sharing the Working Areas with the *Employer* and Others



WI905.1 General Requirements

- (1) Certain operations not forming part of the *works* may be carried out within or adjacent to the Site by Others under separate arrangements with the *Employer* contract.
- (2) The *Contractor* is responsible for the co-ordination of the *works* with the activities of Others on the Site in respect of programme and technical interfaces. Failure to demonstrate this within accepted programme may give grounds for non-acceptance by the *Project Manager*.
- (3) The *Contractor* exercises the duties of *Principal Contractor* in respect of access for Others and ensures the safety of his workforce and the workforce of Others, and ensures that the progress of the works is not compromised.
- (4) Any communication required under this contract from the *Contractor* to Others is copied simultaneously to the *Project Manager*, unless otherwise stated in the Works Information

WI905.6 Other Works Contractors

- (1) Certain operations not forming part of the *works* may be carried out within or adjacent to the Site by Others under separate arrangements with the *Employer* contract.

WI910 Cooperation (25.1)

- (1) Please refer to contract.

WI915 Coordination

WI915.1 General Requirements

- (1) The *Contractor* coordinates the carrying out of the works with the *Employer's* franchisee
- (2) The *Contractor*, as *Principal Contractor*, holds regular general co-ordination meetings as specified below, to which the *Project Manager* shall be invited. All Others who share the Site are invited as required.
- (3) The *Contractor* liaises with Others as to their actual progress and arranges the delivery schedules for his Equipment, Plant and Materials accordingly.
- (4) Where the *Contractor* is required to use shared areas within or adjacent to the Site the *Contractor* agrees who is to be the *Principal Contractor* for these parts of the Site and shall ensure that the limits of primacy are clearly delineated.
- (5) The *Contractor* attends coordination meetings chaired by the respective *Principal Contractor* as agreed for that part of the Site, and provide the necessary assistance to the *Principal Contractor* to enable him to manage the construction area

WI915.2 Co-ordination Meetings



- (1) In order to be able to co-ordinate the works being carried out by Subcontractors and by Others, the *Contractor* arranges three types of co-ordination meeting to which he will convene with the relevant personnel.
- (2) The area(s) of the Site allocated to each *Contractor* during any period of work shall be determined and agreed at the meeting.

WI 920 Authorities and utilities providers

- (1) Not Applicable.

WI1000 SERVICES AND OTHER THINGS TO BE PROVIDED

WI1000.1 Site Compound

- (1) The *Employer* does not provide an area for a compound.

WI1000.2 Temporary Accommodation, Plant and Facilities

- (2) The *Contractor* provides and erects, maintains and subsequently removes all temporary office accommodation, messing and welfare, storage, sheds, drying rooms, and other facilities within the area designated by the *Employer* on Site as the Compound that is required for the *Contractor* to carry out and complete the works.
- (3) The *Contractor* provide a temporary office for use by the *Project Manager* and his staff. The *Project Manager* office is furnished with two office desks and chairs and with a meeting table to accommodate up to 8 people. The *Project Manager's* office is otherwise furnished and equipped as would be reasonable for use by the *Project Manager*. The *Contractor* pays for electricity, water and telephone. The *Contractor* re-locates / re-sites the *Project Manager's* office as is necessary to facilitate any phasing of the works.
- (4) The *Contractor* provides the installation, maintenance, energy charges, (including all necessary utility and drainage connections of metered supplies), lighting, heating and everything else required for the temporary accommodation.
- (5) The *Contractor* provides the *Project Manager* with a proposed layout for the *Contractor's* temporary accommodation and facilities and only erects same when approved by the *Project Manager*.
- (6) The accommodation and facilities provided by the *Contractor* are of good quality and comply with current fire safety codes and other regulations relating to temporary office accommodation.
- (7) The *Contractor* re-locates / re-sites offices, sheds etc as is necessary to facilitate any phasing of the works.



- (8) The *Contractor* provides telephone, ISDN, ADSL and fax lines, e-mails, photocopying for the works and pays all charges connected therewith for the duration of the works.
- (9) The *Contractor* removes all temporary accommodation from the Site within a reasonable time of completion of the works and makes good all temporary connections etc.

WI1000.3 Site Communications

- (1) The *Contractor* provides a radio system for Site communication handsets for each of his Site supervisors, the Site office, and the *Project Manager*. The *Contractor* includes for all accessories, licences.
- (2) The Contractor provides two radio handsets for use by the Project Manager

WI1000.4 Plant, Tools, Vehicles, etc.

- (1) The *Contractor* provides, erects, maintains and removes on completion all necessary plant, tools equipment and vehicles that may be required for carrying out the works and pay all charges in connection therewith, including all associated fuel and consumables.
- (2) The *Contractor* ensures that all static plant have drip trays and that fuelling areas to all plant are bunded.

WI1000.5 Hoisting

- (1) The *Contractor* provides all facilities required for loading and unloading materials and hoisting where required.

WI1000.6 Scaffolding

- (1) The *Contractor* provides, erects, maintains and removes on completion all scaffolding, staging, temporary stairs and bridgeways required for the execution of the works, including paying all charges in connection therewith.
- (2) The *Contractor* ensures that all scaffolding is regularly inspected and 'Scaff tags' registers are completed and maintained by the *Contractor*. All installations comply with all regulations.
- (3) The *Contractor* allow access to the *Employer* and the *Project Manager* or any of their agents or consultants onto such scaffolds / temporary stairs and / or bridgeways for the purpose of inspecting the works.
- (4) Mechanical Platforms should be utilised wherever practical. All mechanical platforms must carry current test certificates and be operated by qualified personnel. Drip trays must be fitted to platforms and all other mechanical plant operated within the buildings and/or being utilised on finished surfaces.

WI1000.7 Water for the Works

- (1) The *Contractor* provides water for the works.

**WI1000.8 Temporary Lighting and Power**

- (1) The *Contractor* provides all temporary power and lighting for the works including all temporary wiring, leads and fittings, generators, switchboards, transforming equipment, etc., and all artificial task lighting as necessary for the carrying out the works.
- (2) The *Contractor* installs, protects and operates the temporary lighting and power installations in a manner which complies with current statutory regulations.
- (3) The *Contractor* shall not use free standing halogen lighting.

WI1000.9 Temporary Roadways and Pathways

- (1) The *Contractor* provides and removes all temporary signage as required by the Project Manager in order to identify the designated / allocated roadways and pathways required for the *works*.

WI1000.10 Temporary Name Boards, Display Boards etc.

- (1) The *Contractor* does not erect name boards unless permitted by the *Project Manager*.

WI1000.11 Temporary Works

- (1) The *Contractor* provides, installs maintains and removes all temporary works and temporary measures required for the proper carrying out and completion of the works.
- (2) The *Contractor* notifies the *Project Manager* prior to dismantling any temporary works or scaffolding of his intention to dismantle. The temporary works or scaffolding must not be dismantled until the *Project Manager* has given his written approval to do so. Any temporary works or scaffolding dismantled before it is ascertained whether or not it is required for further use is re-erected free of charge by the *Contractor* if so directed by the *Project Manager*.
- (3) The *Contractor* provides, maintains, erects, alters, adapts and maintains as necessary all temporary supports, needling, shoring and strutting, etc., required for the proper execution of the works.
- (4) The *Contractor* removes temporary supports on completion and all work disturbed by this is made good and reinstated by the *Contractor* to the *Project Manager's* satisfaction.
- (5) The *Contractor* pays all fees and charges (including rates and taxes) to Statutory Authorities or other bodies for all temporary works.
- (6) The *Contractor* does not commence any temporary works without written approval of the Project Manager. For the avoidance of doubt approval by the Project Manager of any temporary works, including scaffolding, is not acceptance by the Project Manager as to the suitability or otherwise of any temporary works or scaffolding.



WI1005 Services and other things for the use of the *Employer*, *Project Manager* or *Others* to be provided by the *Contractor* (25.2)

WI1005.1 Not Used

WI1005.2 Meter Readings

(1) Not Used

WI1005.2 Scheme Sign Boards

(1) Not Used

WI1010 Services and other things to be provided by the *Employer* for use by the *Contractor* (25.2)

(1) The *Employer* does not provide any facilities or services for the use of the *Contractor* and *Others*.

(2) The *Employer* provides Pre-Construction Health and Safety Information which is included at Annexure 2.

WI 1100 HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS

(1) The *Contractor* complies with all current safety, health and welfare legislation and with all current approved Codes of Practice issued by the Health & Safety Executive and with the following.

WI1105.1 Smoking, Alcohol and Illicit Substances

(1) Smoking, being under the influence of alcohol and/or illicit substances on the Site is forbidden. If any person is found or suspected to be in breach of this, then such person will be removed forthwith from the Site and will not be permitted back onto the Site under any circumstances. The Transport and Work Act 1992 applies.

WI 1105.2 Emergency Numbers

(1) All out of hours and emergency contact numbers shall be provided to the *Project Manager* prior to commencement of work on Site.

WI 1105.3 First Aid

(1) The *Contractor* provides trained first aiders at a ratio of at least 1 per 50 operatives or part thereof.

WI 1105.4 CDM Regulations

(1) The *Contractor* complies fully with the requirements of the Construction (Design and Management) Regulations 2015.

WI 1110.1 Health & Safety Plan

- (1) The *Contractor* develops a Health and Safety Plan for the carrying out of the works, setting out without limitation;
 - The main health and safety hazards identified as likely to arise during the *works* and details of precautionary measures to be taken, together with a statement of specific method statements and assessments of risks.
 - The principle technical standards and guidance notes appropriate to the hazards identified.
 - The management structure and approach to health and safety to be adopted by the *Contractor*.
 - Details of the *Contractor's* health and safety procedures, and procedures for reporting and investigating accidents and incidents.
 - Names, qualifications and experience of the *Contractor's* proposed safety, health and welfare representatives.
 - Methods of assessing the competence of sub-contractors.
 - Arrangements for issuing health and safety directions.
 - Procedures for informing sub-contractors and employees on Health and Safety hazards.
 - Procedures for the communications between the project team, sub-contractors and Site operatives.
 - Arrangements for co-operation and co-ordination with sub-contractors.
 - Procedures for managing design work carried out during the construction phase.
 - Arrangements for welfare facilities.
 - Procedures for review and audit of work in progress to confirm that the *works* are in compliance with the procedures required to minimise the hazards identified in the risk assessment.
- (2) The *Contractor* continuously reviews, amends and extends the Health and Safety Plan to incorporate additional items identified to be a risk to health and safety. The amended and/or extended Health and Safety Plan shall provide for the management of health and safety of all persons on or carrying out the works, also of persons adjacent to any areas where work is being, or will be carried out.
- (3) The *Contractor* keeps a copy of the Health and Safety Plan on Site at all times.

WI 1115.1 Site Safety Officer

- (1) The *Contractor* appoints a designated Site Safety Officer. Such person is to be notified to the *Project Manager* together with his position and frequency of visits to Site. The Site Safety Officer attends Site safety meetings as required and the Pre-Start Health and Safety meeting.



- (2) The *Contractor* provides such welfare and safety measures and amenities required by the nature and situation of the works up to a suitable Site safety standard based on the CDM Regulations, both for his workpeople and those of his sub-contractors.
- (3) The *Contractor* ascertains and complies with the requirements of the DLR, Network Rail and London Underground in respect of safety precautions to be taken during construction, having regard to the nature of the works to be executed.
- (4) The *Contractor* ensures regular visits and inspections by his nominated Site Safety Officer.

WI 1120.1 Health & Safety File

- (1) The *Contractor* provides the *Project Manager* with two hard copies and two electronic copies on disc (in an agreed format) of the Health and Safety file containing, without limitation:-
 - Record drawings and plans used and produced throughout the construction process along with the design criteria
 - General details of the construction methods and materials used
 - Details of the Equipment and maintenance facilities
 - Maintenance procedures and requirements for the *works*
 - Manuals which outline operating and maintenance procedures and schedules for plant and equipment installed as part of the structure
 - Details of the location and nature of utilities and services, including emergency and fire fighting systems.
 - O&M manuals, Completed ITPs, Conformance Certificates, Test Records and all statutory documentation required for the safe operation and maintenance of the wheel lathe.

WI 1125.1 Safety Training

- (1) All operatives and management on Site employed directly or indirectly by the *Contractor* are to have received such DLR safety training as is appropriate for the work they are required to undertake and are to be made fully aware of the techniques and procedures to be used during the works with regard to their own safety and the safety of others.
- (2) The *Contractor* provides a record of training and the relevant certification for all of their Site operatives under their control in order to demonstrate that the operatives are suitably qualified for the operations they are carrying out.
- (3) The *Contractor* arranges regular relevant toolbox talks for his staff, and

maintains a register of attendees of these sessions for the *Project Manager* to inspect. The *Contractor* takes a pro-active stance on promoting safety awareness on the Site.

- (4) The *Contractor* provides any inductions required by the Employer to enable his representatives to enter the Site.

WI 1130.1 Laser Equipment

- (1) Where construction laser equipment is to be used, it shall be used and stored in accordance with BS EN 60825-1 and the manufacturer's instructions. Either Class 1 or Class 2 laser equipment shall be used, ensuring that the laser beam is not set at eye level and is terminated at the end of its useful path. The use of Class 3A and Class 3B laser equipment will not be permitted without the approval of the *Project Manager* and subject to the submission of a method statement on its safe use.

WI 1135.1 Public Safety

- (1) The *Contractor* complies with all statutory requirements with respect to public safety in connection with the *works*.
- (2) The *Contractor* allows for taking all necessary precautions to protect members of the public. This requirement includes ensuring that the Site is adequately protected at all times when workmen are absent.

WI 1140.1 COSHH

- (1) Failure to comply with the Control of Substances Hazardous to Health Regulations SI 2002 No. 2677 (COSHH), in addition to exposing employees to risk, constitutes an offence and is subject to penalties under the Health and Safety at Work Act 1974.
- (2) The *Contractor* is obliged to notify the *Project Manager* of any substances to be used in the *works* that are, or may be, classified as hazardous. The *Contractor* is to provide full details of such substances, including the completion of a Materials Hazard Information Data Sheet, storage details and the Risk Assessment for the *works* to be undertaken. These details must be submitted to the *Project Manager* prior to the use of any hazardous material.
- (3) COSHH assessments will be produced prior to the delivery of any material to Site, and any hazardous materials will be stored in the appropriate containers.

WI 1145.1 Fire Precautions

- (1) The *Contractor* develops a fire evacuation procedure for agreement with the *Project Manager*. The *Contractor* ensures that all of its persons working on Site or who may have authority to visit Site from time to time are aware of this procedure and receive any instruction that may be appropriate.
- (2) The *Contractor* takes all necessary precautions to minimise the risk of fire and



prevent personal injury and death, and damage to the *works* or other property, from fire. The *Contractor* shall comply with the latest edition of the Joint Code of Protection from Fire on Construction *Sites*, 1992 published by the BEC, the Loss Prevention Council and the National *Contractor's* Group, Part 1 of DOE publication "Standard Fire Precautions P5" and all subsequent amendments. The *Contractor* appoints a Site Fire Safety Co-ordinator.

- (3) The *Contractor* ensures that all staff and operatives attend a Site induction with the *Contractor*. Means of escape, fire points, etc. are shown to all operatives during the Site induction process.
- (4) The *Contractor* allows for any other special precautions necessitated by the *Contractor's* method of working. The *Contractor* is responsible for ensuring that his staff and operatives/sub-*Contractors* are aware of the fire procedures while working on the Site and ensure that they comply with the requirements.
- (5) The *Contractor* removes all superfluous inflammable packaging from Site on a daily basis.
- (6) The *Contractor* obtains the consent, in writing, from the *Project Manager*, before storing or using plant, equipment or materials involving risk of fire or posing any hazard to any person and property. The methods employed in storing or using such plant, equipment or materials, and the location of Site, require the approval of the *Project Manager*.
- (7) The *Contractor* provides any additional fire extinguishers on Site as may be required to deal with the *Contractor's* method of working and/or any materials, packaging and equipment brought or stored on Site by the *Contractor*.
- (8) The *Contractor* takes all precautions to prevent the outbreak of fire on the Site arising from the *works*.

WI 1150.1 Personal Protective Equipment (PPE)

- (1) The *Contractor* is responsible for ensuring that all operatives on the Site are provided with the correct PPE for the task the operative is required to undertake.

WI 1150.1 Asbestos

- (1) The Employer provides the Contractor with all information in his possession in respect of the presence of asbestos on or within the Site. Notwithstanding the provision of such information the *Contractor* establishes the extent of asbestos if any on the Site.

WI 1170 Environment

WI1170.1 General

- (1) The *Contractor* complies with all current environment legislation and with all current regulations with the following.

WI1170.2 Pollution.

- (1) The *Contractor* complies with all current statutory rules and regulations regarding pollution arising from the works and shall ascertain what requirements, restrictions or consents, if any, apply to the works in this respect. The *Contractor* complies with any such requirements, restrictions or consents.
- (2) If in the opinion of the *Project Manager* any of the arrangements for control of pollution are inadequate the *Project Manager* reserves the right to require the *Contractor* to implement such other arrangements as the *Project Manager* directs or to otherwise arrange the necessary remedial action and to set off such costs against monies due to the *Contractor*.
- (3) The *Contractor* shows within his method statement the measures that he will take to ensure that pollution protection requirements are met.
- (4) The *Contractor* does not interfere with or otherwise injuriously affect in any way possible or any watercourse or water supply.
- (5) The *Contractor* indemnifies the *Employer* against any expense, liability, loss, claim or proceedings whatsoever in respect of contamination, damage, noise, vibration, fumes, dust, smoke and other nuisance and any alleged nuisance or any negligence on the part of the *Contractor* or his sub-contractors arising out of or in the course of or by reason of the carrying out of the works.
- (6) If in the opinion of the *Project Manager* any of the arrangements for control of noise, fumes, pollution and all other statutory obligations are inadequate the *Project Manager* reserves the right to arrange the necessary remedial action and to set off such costs against monies due to the *Contractor*.

WI 1170.2 Control of Pollution Act 1974

- (1) The *Contractor* complies with the Control of Pollution Act 1974.
- (2) The *Contractor* complies with any notices served upon him, or upon the *Employer* by any Local Authority under Sections 60 and 61 of the Control of Pollution Act 1974 (hereinafter in this clause referred to as “the said Act”) or under Section 68 of the said Act.
- (3) The *Contractor* makes all applications and obtain all such consents as are required under Sections 60 and 61 of the said Act and he shall comply with all or any conditions or limitations that may be imposed by any Local Authority on the granting of such consents.
- (4) If the *Contractor* shall be guilty of any offence under Sections 60 and 61 aforesaid, the *Contractor* pays all fines imposed by the Court or Courts by which he has been convicted, and the *Contractor* is not indemnified by the *Employer* in respect of any such fines.
- (5) The *Contractor* informs the *Project Manager* in writing of any contravention of

Sections 60 and 61 of the said Act or British Standard whether by himself, his servants or agents or by his sub-contractors or suppliers, their servants or agents, within 24 hours of any such contravention. The *Employer* has power thereupon or upon the said contravention coming to his notice, to issue such instructions as he may think fit to abate, or halt any such contravention and the *Contractor* complies with such instructions at his own cost. The *Contractor* is not be entitled to an extension of time for delays caused by such compliance.

- (6) The *Contractor* shall take all necessary measures for all pollution control, with particular reference to plant and equipment, and must address these issues in his Method statements.
- (7) The *Contractor* does not burn rubbish on the Site.
- (8) The *Contractor* takes all reasonable endeavours to meet the *Employer's* environmental standards and to ensure his prospective sub-contractors and suppliers have the same obligation.

WI 1190 Work Related Road Risk

WI 1190.1 Definitions

- (1) The following terms have the following meanings:

“Bronze Accreditation”	the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Car-derived Vans”	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
“Collision Report”	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	a Lorry, a Van or a Car-derived Van;
“Driver”	any employee of the <i>Contractor</i> (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;
“DVLA”	Driver and Vehicle Licensing Agency;



“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Lorry”	a vehicle with an MAM exceeding 3,500 kilograms;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
“Side Guards”	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
“Silver Accreditation”	the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms.

- (1) Where the *Contractor* operates Freight Vehicles, the *Contractor* within 90 days of executing the Contract:
- (unless already registered) register for membership of FORS or a scheme, which in the reasonable opinion of the *Employer*, is an acceptable substitute to membership of FORS (the “Alternative Scheme”); and
 - (unless already accredited) have attained the standard of Bronze Membership of FORS (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the *Contractor* has attained Silver or Gold Standard, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

WI 1190.3 Safety Equipment on Vehicles

- (1) The *Contractor* ensures that every Lorry, which it uses to provide the *works*:
- has Side Guards, unless the *Contractor* can demonstrate to the reasonable satisfaction of the *Employer* that the Lorry will not perform the function for which it was built if Side Guards are fitted;
 - has a front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of fully operational direct and indirect vision aids and driver audible alerts; and
 - has equipment fitted with an audible means of warning other road users of the Lorry’s left manoeuvre; and
 - has prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

WI 1190.4 Driver Licence Checks

- (1) Where the *Contractor* operates Delivery and Servicing Vehicles to provide the *works* the *Contractor* ensures that:
- The *Contractor* has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Drivers licence; and
 - each of its Drivers engaged in the provision of the *works* has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the *works* and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the *Contractor’s* risk scale, provided that the *Contractor’s* risk scale has been

Approved in writing by the *Employer* within the last 12 months:

- (i) 0 – 3 points on the driving licence – annual checks;
- (ii) 4 – 8 points on the driving licence – six monthly checks;
- (iii) 9 – 11 points on the driving licence – quarterly checks; or
- (iv) 12 or more points on the driving licence – monthly checks.

WI 1190.5 Driver Training

- (1) The *Contractor* ensures that each of its drivers who has not undertaken:
- undergoes approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and on-cycle hazard awareness, throughout the term of the Contract.
 - a FORS e-learning safety module in the last 12 months, undertakes a FORS e-learning safety module (or an equivalent safety module provided by the Alternative Scheme).

WI 1190.6 Collision Reporting

- (1) Where the *Contractor* operates Delivery and Servicing Vehicles to Provide the Works, the *Contractor*:
- ensures that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and
 - within 15 days of the Commencement Date, provides to the *Employer* a Collision Report. The Contractor provides the Employer with an updated Collision Report within five working days of a written request from the Employer.

WI 1190.7 Self Certification of Compliance

- (1) Within 30 days of the Commencement Date and where the *Contractor* operates Delivery and Servicing Vehicles to Provide the Works, the *Contractor* provides a written report to the Employer detailing its compliance with clauses 18.4, 18.5 and 18.6 of this Contract (the “WRRR Self-certification Report”),. The *Contractor* provides the Employer with updates of the WRRR Self-certification Report on each three month anniversary of its submission of the initial WRRR Self-certification Report.

WI 1190.8 Obligations of the *Contractor* Regarding Subcontractors



- (1) The *Contractor* ensures that those of its sub-Contractors who operate Delivery and Servicing Vehicles to provide the works comply with all requirements of WI 1190 as if those sub-contractors were a party to the contract.

WI 1190.9 Failure to Comply with Work Related Road Risk Obligations

- (2) Without limiting the effect of any other clause of this Contract relating to termination, if the Contractor fails to comply with WI 1190:
 - the *Contractor* has committed a material breach of this Contract; and
 - the *Employer* may refuse the *Contractor*, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the *Employer* for any purpose (including but not limited to deliveries).

WI 1200 SUB-CONTRACTING

WI 1205 Restrictions for Subcontracting

WI1205.1 Specific Requirements

- (1) The *Contractor* only sub-contracts any part of the *works* with the prior written approval of the *Project Manager* provided always that the *Contractor* remains fully responsible for such parts of the *works*. The *Contractor* does not sub-contract any part of the *works* where the *Employer* makes a reasonable objection to the sub-contracting of that part.
- (2) The *Contractor* engages all sub-contractors and suppliers on terms consistent with the terms of this contract and on terms that oblige the sub-*Contractor* and supplier to comply with the terms of its sub-contract in a manner which enables the *Contractor* to comply with its contract obligations under the contract.

WI1210 Requirements for all Subcontracts

- (1) The *Contractor* ensures that each subcontract he lets in relation to this contract contain provisions:
 - requiring the proposed Subcontractor (and sub-subcontractors of any tier) to meet the Conditions stated for any Key Date on or before such Key Date and to achieve Completion on or before the Completion Date and to minimise the level of Defined Cost,
 - requiring the proposed Subcontractor (and sub-subcontractors of any tier) to assign to the *Employer* the IPR in all documents, drawings, materials, computer software and any other material or works prepared or developed by or on behalf of the proposed Subcontractor in the performance of the subcontract,
 - requiring the proposed Subcontractor (and sub-subcontractors of any tier)

to grant a non-exclusive, perpetual, irrevocable, royalty-free licence to the *Employer* to use Background IPR (including the right to grant sub-licences) of an equivalent extent and nature to those required by this contract,

- imposing equivalent obligations of confidentiality on the proposed Subcontractor (and sub-subcontractors of any tier) to those required by this contract,
- imposing equivalent obligations regarding Prohibited Acts and health and safety (including Safety Breaches) as required by this contract on Subcontractors (and sub-subcontractors of any tier),
- in equivalent terms to the payment clause of this contract together with an obligation to procure that equivalent provisions are included in sub-subcontracts of any tier,

WI1215 Submission of Subcontract Documentation

Not Used

WI1220 Acceptance Procedures

Not Used

WI1225 The Subcontract Procurement Plan

Not Used

WI1230 Responsible Procurement

Not Used

WI1300 TITLE

WI1300.1 Specific Requirements

- (1) The *Contractor* has no title to equipment or to any other items removed from the vehicles as part of the *works*. The *Contractor* carefully removes all such equipment and items and delivers it to the *Employer* as directed by the *Project Manager*.

WI 1305 Marking

WI 1310 Materials from excavation and demolition



WI1400 DOCUMENTATION

WI1410 Insurances and Warranties

- (1) The *Contractor* provides the insurances required in the Contract Data and as required by law, including without limitation, insurance of all his plant, tools, equipment, temporary works, employer liability, public liability and professional indemnity cover in respect of any design carried out by the *Contractor*.
- (2) The *Contractor* provides evidence that a valid and in-date policy of insurance is in place for each required insurance. Further evidence may be required by the *Employer* from time to time to ensure that the policy cover remains in place.

WI 1415 Parent Company Guarantee.

- (1) If the *Contractor* is not the ultimate holding company, the *Contractor* provides a Parent Company Guarantee from its ultimate holding company in the form set out in the Invitation to Tender.

WI 1500 ACCOUNTS AND RECORDS

Not Used

WI 2000 EMPLOYER'S WORKS SPECIFICATIONS AND DRAWINGS

WI 2005 The *Employer's* Requirements (Specifications)

WI 2005.1

- (1) The Employer's Requirements and Specifications are contained in the following documents which are included at Annexure 4
 - DLR Fence line Replacement Works 2015-2018
 - Fencing Specification for SIE Works DLR-ENG-STRS-SPC-00001.
 - Fencing Replacement Programme Detail 2014-017-02
- (2) Notwithstanding anything contained in the Employer's Requirement and Specifications the descriptions of items of work or requirements in this specification are not intended to limit or exclude anything that a competent contractor, experienced in carrying out works of similar size, scope, nature and complexity to the works ought reasonably to have known would be required to provide the *Employer* a lighting system that is fit for purpose, is reliable and is capable of being operated in a safe and efficient manner. The *Contractor* acknowledges that the *Employer* is relying on the *Contractor* as an expert in the design, installation and commissioning of lighting systems of the type required by the *Employer*.



WI 2010 Specific Constraints associated with the Employer's Requirements and Specifications

- (1) The *Contractor* undertakes the work in 10m sections. A continuous permanent fenceline must be in place at the end of each shift.
- (2) The *Contractor* acknowledges and is aware access to the sites may be via private land not owned by DLR. The Contractor assists the Employer and provides all necessary supporting documentation required for accessing the sites. The Contractor must provide the Project Manager a minimum of 4 weeks notice of when he requires access each site.
- (3) The *Contractor* must comply with the terms of any agreements between the Employer and 3rd party land owners. The *Contractor* indemnifies the *Employer* against any claim or loss arising from his failure to comply with the obligations of any agreement between the *Employer* and 3rd party land owners or otherwise any other damage caused.