

REF:

CONTRACT DOCUMENT



**TRANSPORT FOR LONDON
AND
LONDON UNDERGROUND LIMITED**

CONTRACT

BETWEEN

**TRANSPORT FOR LONDON
AND
LONDON UNDERGROUND LIMITED**

AND

McNEALY BROWN LIMITED

FOR

THE

PROVISION OF

**LOT 2: BUILDING WORKS
VALUE BAND 1: £0 - £300K**

ON THE

**SWIP:ASPIRE
WORKS & SERVICES PROGRAMME**

CONTRACT NUMBER 4600005343

REF:

CONTRACT DOCUMENT



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Note: We have endeavoured to keep to the same referencing system as the Invitation to Negotiate (ITN) document. The exceptions to this are as follows:

- a) The Form of Agreement, which was previously Section 3.0, has now moved to Section 1.0, replacing the former Section 1.0 Instructions to Tenderers (not required within the contract documentation). Section 3.0 now “NOT USED”.
- b) Section 9.0 of the ITN document (Questionnaire) is not required for contract document purposes and is hence “NOT USED” herein.



SWIP:ASPIRE Works & Services

1.0 Form of Agreement

Note: Within the ITN document this section was referred to as “*Instructions to Tenderers*”, which is not required as a contract document

THIS AGREEMENT is made the [1st] day of [September] 2016

BETWEEN:

- (1) **Transport for London** a statutory corporation established under the Greater London Authority Act 1999 of Windsor House, 42-50 Victoria Street, London SW1 0TL and **London Underground Limited** whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL (jointly "the *Employer*" which expression shall include their successors in title and assigns); and
- (2) **McNealy Brown Limited** whose registered office is at Prentis Quay, Mill Way, Sittingbourne, Kent ME10 2QD ("the *Contractor*".)

WHEREAS:

- (A) The *Employer* wishes to have provided **Lot 2: Building Works, Sub- Lots 2e Ceilings & Vitreous Enamel, 2g Flat Roofing –Glazing - Roof and general** along with incidental works and services ("the *services*") to various Transport for London assets.
- (B) The *Employer* has accepted a tender by the *Contractor* to Provide the Services and the correction of Defects therein in accordance with the *conditions of contract*.

NOW IT IS AGREED THAT:

1. Terms and expressions defined in the *conditions of contract* have the same meanings herein.
2. The *Contractor* acknowledges that there is no guarantee of work under this Agreement.
3. The Agreement can be utilised by the *Employer* for services other than those referred to in Recital (A) above.
4. The *Contractor* Provides the Services as ordered via a Task Order in accordance with the *conditions of contract*.
5. The *Employer* pays the *Contractor* the amount due in accordance with the *conditions of contract*.

6. The documents forming the contract are:
- (a) this Form of Agreement duly executed by the Parties as a deed;
 - (b) Task Order template;
 - (c) SWIP:ASPIRE and the scope of Lot 2: Building Works;
 - (d) the SWIP:ASPIRE TSSC Conditions of Contract based on the NEC3 Term Service Short Contract Third Edition September 2008 with incorporated amendments;
 - (e) the *Employer's* Contract Data;
 - (f) the *Contractor's* Contract Data;
 - (g) the Service Information;
 - (h) the Payment Mechanism;
 - (i) the lists to support the Payment Mechanism
7. Where there is any discrepancy or conflict within or between the documents forming the contract the order of priority shall be as follows:
- First: This Form of Agreement;
 - Second: A Task Order;
 - Third: The *Employer's* Contract Data in Section 4.0;
 - Fourth: The *conditions of contract* incorporating the *Employer's* amendments in Section 5.0;
 - Fifth: The Payment Mechanism in Section 7.0;
 - Sixth: The Service Information in Section 6.0;
 - Seventh: The *Contractor's* Contract Data in Section 4.0;
 - Eighth: Lists to Support the Payment Mechanism in Section 8.0;
 - Ninth: SWIP:ASPIRE and the scope of Lot 2: Building Works in Section 2.0;
 - Tenth: Task Order Template in Section 2.1

IN WITNESS whereof this Agreement has been executed and unconditionally delivered as a deed the day and year first above written.

Executed as a deed by
affixing the Common Seal of
TRANSPORT FOR LONDON
in the presence of:

REDACTED

Authorised Signatory



Executed as a deed by
affixing the Common Seal of
LONDON UNDERGROUND LIMITED
in the presence of:

REDACTED

Authorised Signatory



Executed and delivered as a deed by
McNEALY BROWN LIMITED
acting by:

Signature of Director

Print Name of Director

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

REDACTED

VAUGHAN MCNEALY

REDACTED

CHRIS RATCLIFFE

REDACTED



SWIP: ASPIRE Works & Services

2.0 SWIP: ASPIRE and Scope of Lot 2: Building Works

2.0 Introduction to SWIP: ASPIRE and the Scope of Lot 2: Building Works

1.0 Introduction

SWIP is a division of the LU Cross Rail and Stations directorate. Whilst there is no defined programme of work a significant workload is available to SWIP to deliver. However, the ad hoc nature of the works means that the SWIP workload will fluctuate and the demand profile for trades will differ from project to project. Therefore, with the opportunities that present themselves SWIP must have a supply chain capable of achieving its stated aims, which are as follows:

- Be agile and timely in its response to work opportunities
- Deliver a quality product with minimum defects
- Demonstrate a flexible and responsive delivery to its customers
- Demonstrate savings and value for money over traditional procurement methods

SWIP has already demonstrated that its dedicated in-house construction management approach can deliver significant benefits over traditional procurements. To continue to provide its services and achieve its stated growth aims SWIP requires a supply chain procured on simple contracts such that works and services can be called off at short notice, without a significant procurement lead-in.

2.0 DESCRIPTION OF THE WORKS

Lot 2: Building Works is comprised as follows

LOT 2: BUILDING WORKS		
Reference	Title	Description
Lot 2a	Tiling, Grouting and Waterproof Render	Floor, wall and ceiling tiling of any type, including substrate preparation; patch repair (including repairs to heritage tiling); new finishes; installation of corduroy and tactile strips; and stair nosings. Grout injection and waterproof render works to prevent/inhibit water ingress to buildings and station structures. Including localised repair of water damage to structures and finishes.
Lot 2b	Plumbing & Drainage	Installation and remedial works to clean water and sanitary works; water heaters and heating for buildings. Typical scope items include: repair / replacement of sanitaryware; inspection and pipework; jetting; tracing and inspections. Drainage: Installation and remedial works to drainage systems.
Lot 2c	Protection & Hoardings	Supply and installation of permanent and temporary fencing, railing, safety and protective screens or fences to existing TfL structures or assets.
Lot 2d	Painting & Decorating	Preparation and redecoration of various paint finishes. Typical scope items include: paint stripping and surface preparation, plastering / rendering and application of new finishes.
Lot 2e	Ceilings & Vitreous Enamel	Ceilings: suspended ceilings and vitreous enamel panel and sign replacement / refurbishment. Typical scope items include: renewal or

		refurbishment of existing assets. Services could include: survey works; buildability advice and design support (including final detailing).
Lot 2f	Wall Repairs	Repairs to masonry, pointing, plaster, render and concrete wall finishes, including heritage features.
Lot 2g	Flat Roofing, Glazing, General Roofing	Roofing and general installation of new roof finishes and remedial works to patch up existing roof finishes. Installation and remedial works to roof glazing.
Lot 2h	Flooring	Installation and remedial works to flooring finishes, including vinyl floor and skirting, raised access flooring and non-slip flooring.
Lot 2i	Carpentry & Joinery	Timber and woodwork, installation and remedial works. Including installation and remedial works to standard and fire-rated doors.
Lot 2j	Scaffolding	Supply, erection, maintenance and dismantling.
Lot 2k	Specialist Lifting	Including hoists and cranes; including all operatives and safety requirements.
Lot 2l	Hire of Small Plant	Self explanatory
Lot 2m	Intrusive Surveys	Enabling works to support surveys, including supply of competent personnel such as Site Person in Charge to support client activities.

The Contractor may be requested to supply other works where that company has the capability and competency to undertake such works. These could include items such as builder's works, scaffolding and design support etc., as defined in the Service Information.

The value of each Term Contract could vary significantly dependant on:

- The programme and how many projects and the scope of the project works in any one year.
- The actual value of the works when it is scoped.
- The performance, capacity and capability of each supplier
- Whether other areas of TfL make use of these Term Contracts

The number of contractors likely to be initially awarded Term Contracts for this Lot will be subject to the demonstrated capability and capacity of the Tenderers.

3.0 THE CONTRACT / CONTRACT STRUCTURE

- 3.1 TfL are to award Term Contracts based on a simplified and modified version of the NEC3 Term Service Short Contract.
- 3.2 Term Service Contracts will be awarded to successful contractors on a zero value basis. Actual work will be awarded via Task Orders throughout the term, dependent on a number of factors including the contractor's performance (to be measured by a Performance System).
- 3.3 These Task Orders may be awarded on a cost reimbursable or lump sum basis, although the latter is to be the prevalent method.
- 3.4 TfL is endeavouring to extend opportunities to undertake works outside of engineering hours or closures to maximise productivity.

4.0 THE PERFORMANCE SYSTEM (PS)

4.1 Allocation of Future Works

- 4.1.1 SWIP:ASPIRE intend to implement a Task Order allocation system that provides for works and services to be instructed or offered on the following basis:
 - Directly on the basis of good performance (as measured by a flexible evolving performance monitoring system, i.e. KPI's)
 - Following a mini-competition with either all contractors in a category or a limited number of contractors
 - Directly on the basis of a specialist skill or service
 - By rotation, if any of the other routes do not allow SWIP to achieve best value
 - Ensuring that the SWIP supply chain is kept interested in supporting SWIP by delivering a fair allocation of work
- 4.1.2 SWIP: ASPIRE will use the performance based system to decide on which suitable contractors are to be given work opportunities. However,

this will take time to establish and gather data. Until such time as the performance system is reliable the other routes listed above will be used. Which option is used will be determined at the relevant time in accordance with a Project Procurement Plan.

4.1.3 The continued opportunity for works will be based on the following considerations:

- Capacity and/or capability of a contractor
- Performance
- Work-bank stability, programming or re-scoping issues
- Providing continuity of work
- Keeping high performing teams together

4.1.4 TfL will seek to keep good performing contractors and work with them to improve efficiency. Poorly performing contractors or contractors who do not meet TfL's standards will be given an opportunity to address any concerns and continued poor performance may affect future work opportunities.

4.1.5 The Term Service Contract(s) resulting from this Tender will be awarded by and may be used for the benefit of Transport for London or any of its subsidiaries (including London Underground Limited).

4.1.6 The extent of the scope of works undertaken under each Term Service Contract may vary over the life of the programme as SWIP matures and the Project Team, including the contractor(s), develop the SWIP:ASPIRE strategy. Contractors may be asked to assist SWIP in:

- Scoping/estimating the work
- Producing or developing the detailed design
- Project risk assessment
- Planning

4.2 Performance System

4.2.1 The essence of the Performance System includes, but is not limited to:

A set of performance indicators aligned to the SWIP:ASPIRE strategy, which may include, for all works under all Task Orders:

- Performance against the agreed task order programme(s)
- Right first time (i.e. zero defects) in both works and, if applicable, any design works
- Performance against the agreed budget for the task order works

- Performance against the TfL Behaviours standards
- Good and timely communications
- No accidents or near misses
- Collaboration with the SWIP controls requirements

4.2.2 There is an expectation that over time the areas where performance needs to be, or is identified as could be improved, will change and therefore the Performance System needs to be flexible and be adapted to suit.

4.2.3 The Performance System process does not form part of the Term Service Contract.

5.0 Conflict Management

5.1 It is the intention of SWIP to work collaboratively with its contractors on this programme. The continued success of this collaborative working will depend upon, among other things, the proper management of disputes by the implementation the escalation process. SWIP and each contractor will endeavour to avoid and, where possible, resolve disputes at an early stage.



SWIP: ASPIRE Works & Services

2.1 TASK ORDER TEMPLATE

Note:

This is purely an example of the format of Task Order to be used on this project and the final version may be altered to suit.

This will normally be accompanied by Task Order Service Information and Price Lists, together with lists of staff, Equipment etc. (if awarded on a cost reimbursable basis).

Task Order

Task Order form for use when work within the *service period* is instructed to be carried out within a stated time period of time on a Task by Task basis

Task Order No _____ service _____

To _____

_____(Contractor)

We propose to instruct you to carry out the following Task:

Description:

Starting Date:

Completion Date:

The site is:

Where the *period of reply* is not as stated in the Contract Data, it is:

The *assessment day* is:

Delay damages per day: £[●]

The retention percentage: £[●]%

Assurance retention: [●]% of the following Activities [●]

Cap on liability: £[●]

Please submit your price and programme proposals below.

Signed _____ Date _____

(for *Employer*)

Basis of pricing: Cost Reimbursable or Lump Sum: [●]

Total of Prices for items of work Task Order
Price List (details attached)

Total of Prices for items of work not on the
Task Order Price List (details attached)

The programme for the Task is _____ [ref] (attached)

The *Contractor's* Representative for the Task is:

The *Contractor's* Representative for the site is:

The key persons are:

Signed _____ Date _____
(for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task

Signed _____ Date _____
(for *Employer*)



SWIP:ASPIRE Works & Services

3.0 [Not Used]

Note: Within the ITN document, this section was "*Form of Agreement*". This has now been moved to Section 1.0.



SWIP: ASPIRE Works & Services

4.0 CONTRACT DATA

4.0 CONTRACT DATA

TERM SERVICE SHORT CONTRACT – SWIP:ASPIRE WORKS & SERVICES

CONTRACT DATA

Part one - data provided by the *Employer*

The *conditions of contract* are the SWIP:ASPIRE TSSC Conditions of Contract based on the NEC3 Term Service Short Contract, September 2008 as amended for this contract

The *service* is the provision of Lot 2: Building Works, Sub- Lots 2e Ceilings & Vitreous Enamel, 2g Flat Roofing –Glazing - Roof and general work along with incidental works and services to various locations on the *Employer's* property all as ordered via the Task Order mechanism set out in these *conditions of contract*.

The *Employer* is Transport for London
 Windsor House 42-50 Victoria Street
 London SW1H 0TL

and

London Underground Limited
Windsor House
42-50 Victoria Street
London
SW1H 0TL

including their successors in title and assigns

Represented by: Geoff Gilbert
 Head of Commercial - Infrastructure
 200 Buckingham Palace Road
 Floor 1
 200 Buckingham Palace Road
 LONDON
 SW1W 9TJ

REDACTED
REDACTED

The *starting date* is - to be advised upon contract award

The *service period* is 60 months with an option for the *Employer* to extend for a further 36 months in 12 month periods. Such extension shall take effect upon written notice by the

Employer to the Contractor.

The *period for reply* is seven (7) days unless otherwise stated in a Task Order

The *assessment day* is determined by the *Employer* to suit the *Employer's* accounting periods and notified to the *Contractor* by the *Employer* on commencement of each Task.

Part two - data provided by the Contractor

The *Contractor* is:

Name: McNealy Brown Limited

1.Address: Prentis Quay, Mill Way, Sittingbourne, Kent ME10 2QD

Contact: **REDACTED**

E-mail address: **REDACTED**

Percentage Additions to Cost are as defined in Section 7

The percentage for overheads and profit added to the cost of resources as detailed in Sections 7.1 and 7.2.3 Part One (A) is **REDACTED**%

The percentage for overheads and profit added to the cost of material supply as detailed in Section 7.2.3 Part One (B) is **REDACTED**%

The percentage for PPE, equipment and consumables as detailed in Section 7.2.3 Part Two is **REDACTED**%



SWIP:ASPIRE Works & Services

5.0 SWIP:ASPIRE TSSC CONDITIONS OF CONTRACT

Doc rev: Jan 16 V4.2

1 General

10 Actions

- 10.1 The *Employer* and the *Contractor* shall act as stated in this contract and in a spirit of mutual trust and co-operation.

11 Identified and defined terms

- 11.1 In the *conditions of contract*, terms identified in the Contract Data are in italics and defined terms have capital initials.

- 11.2 (1) Act means the Housing Grants, Construction and Regeneration Act 1996 as from time to time amended, re-enacted or substituted.

(1A) An Activity is an element of work that a Task may be split into for pricing and payment purposes.

(1B) An Activity Schedule is a priced list of Activities prepared by the *Contractor* which he expects to carry out in providing a Task. Each Activity shall include a resource schedule and a start and finish date.

(1C) CDM Regulations are the Construction (Design and Management) Regulations 2015 including any approved code of practice, as may be amended, supplemented or replaced from time to time and any guidance requirements issued by the Health and Safety Executive.

(1D) Consequential Loss means any loss of profit, loss of goodwill, loss of revenue or indirect or consequential damage or loss

(1E) The *Contractor's* Representatives are representatives of the *Contractor* appointed to act on its behalf under this contract and for each Task Order (as the case may be) and who are nominated as such in the *Contractor's* Contract Data, a Task Order or in accordance with clause 21.

(1F) A Critical Defect is a Defect which is critical to the operation and/or safety of the *Employer's* railway.

(2) A Defect is a part of the *services* which is not in accordance with the Service Information or the requirements of this contract.

(2A) Defined Cost is the amount paid by the *Contractor* in Providing the Service (excluding any tax which the *Contractor* can recover) for

- people employed by the *Contractor*,
- Plant and Materials to be included in the works,
- work subcontracted by the *Contractor* and
- equipment provided by the *Contractor* and used by him to Provide the Services.

as further specified in Part 7.2.3 (The *Payment Mechanism* for this Contract) of Section 7 (*Payment Mechanism*).

(2B) A Disallowed Cost is a cost which the *Employer* decides

- is not justified by the *Contractor's* accounts and records
- was incurred because the *Contractor* did not comply with the requirements of this contract
- has not been reasonably and properly incurred by the *Contractor* for the purposes of Providing the Services under the relevant Task Order and the cost of
- correcting Defects
- preparation of a Task Order

- resources, Plant and Materials not used to Provide the Service (after allowing for reasonable wastage) or not taken away from the site when the *Employer* requested
- costs incurred by the *Contractor* through providing a replacement person as described in clause 21.1 or 21.3
- preparation for and conduct of an adjudication or proceedings of the tribunal courts
- fines, charges, penalties and fees imposed on or accepted by the *Contractor* as a result of any unsafe, unlawful or criminal conduct or any infringement or disregard of any applicable law.

(2C) "Excepted Liabilities" means the liability of the *Contractor* for:

- any delay damages payable,
- Losses against which the *Contractor* is entitled to an indemnity under any policy of insurance (or would have been entitled but for any breach or failure to maintain such insurance),
- Losses caused by fraudulent acts or acts of a criminal nature,
- Losses in respect of death or personal injury to any person, and
- Losses caused by the *Contractor* committing a Safety Breach or a breach of its obligations under clause 109 (Prohibited Act).

(2D) HGCRA is the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009 or as further amended or supplemented.

(3) Intellectual Property Rights means any intellectual property including patents, trade marks, trade names, design rights, copyright and other intellectual property rights in each case whether registered or unregistered.

(4) Losses means any expenses, liability, losses, claims, proceedings, compensation and costs whatsoever or howsoever arising.

(5) The Parties are the *Employer* and the *Contractor*.

(6) Pay Less Notice means the notice referred to in clause 51.4;

(6A) Plant and Materials means plant and materials forming part of the permanent works.

(7) The Prices are the amounts stated in the Price column of the Task Order Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

(8) To Provide the Service means to do the work necessary to provide the *services* in accordance with this contract and all incidental work, services and actions which this contract requires.

(9) Safety Breach means a material breach of the contract caused by the gross incompetence, wilful default or reckless disregard to safety of the *Contractor* or any subcontractor (or anyone employed or acting on behalf of the *Contractor* or any subcontractor) which has materially affected (or which has the potential to materially affect) the safe provision of the *services*, the safe operation of the *Employer's* underground railway and/or the safety of the *Employer's* customers, staff or any other person.

(10) Service Information is information which either, specifies and describes the *services* or states any constraints on how the *Contractor* Provides the Service and is either in Section 6 of this contract, in the Service Information section of the Task Order or in an instruction given in accordance with this contract.

(11) Standards means the various standards documents and associated codes of practice identified in the Service Information as applicable to the *services*.

(12) A Task is work within the *services* which the *Employer* may instruct the *Contractor* to carry out within a stated period of time.

(12A) Task Completion Date is the date for completion stated in a Task Order unless later changed in accordance with this contract.

(13) A Task Order is the *Employer's* instruction to carry out a Task and includes a 'Minor Works Task Order'.

(14) A Task Order Price List is the Price List accepted by the *Employer* for any Task Order. The basis of payment against any Task Order Price List is as set out in the Payment Mechanism in Section 7 issued by the *Employer* for this contract.

(15) TfL Group means Transport for London ("TfL"), a statutory body set up by the Greater London Authority Act 1999 and any of its subsidiaries and their subsidiaries. The *Employer* is a member of the TfL Group;

12 Interpretation and the Law

- 12.1A References to *Employer* in this contract include any of the *Employer's* employees or agents.
- 12.1 In this contract, except where the context shows otherwise, words in the singular also mean in the plural and the other way round and words in the masculine also mean in the feminine and neuter.
- 12.2 This contract is governed by the laws of England and Wales. Without prejudice to clause 93, the Parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 12.3 No change to this contract, unless provided for by the *conditions of contract*, has effect unless it has been agreed, confirmed in writing and signed by the Parties.
- 12.4 This contract is the entire agreement between the Parties. The *Employer* and the *Contractor* agree that each of them has not relied upon any prior representation by the other in entering into this contract.
- 12.5 The terms of this contract are not enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this contract, except where any provision of this contract confers any benefit or purports to confer any benefit on any member of the TfL Group.
- 12.6 Failure by the *Employer* to exercise his rights under this contract does not constitute waiver of those rights nor does any such failure relieve the *Contractor* from any of his obligations under this contract.
- 12.7 If any provision of this contract is held by any court or competent authority to be void or unenforceable in whole or in part, the other provisions of this contract and the remainder of the affected provisions continue to be valid.

13 Communications

- 13.1 Each communication which this contract requires has effect when it is received in writing at the last address notified by the recipient for receiving communications.
- 13.2 If this contract requires the *Employer* or the *Contractor* to reply to a communication, unless otherwise stated in this contract, he replies within the *period for reply*.

14 The *Employer's* authority and Task Order process

- 14.1 The *Contractor* obeys an instruction which is in accordance with this contract and is given to him by the *Employer*.
- 14.2 The *Employer* may give an instruction to the *Contractor* which changes the Service Information.
- 14.3 Neither a communication from the *Employer* nor review or acceptance of a communication from the *Contractor* or of his work changes the *Contractor's* responsibility to Provide the Service.

- 14.4 The *Contractor* Provides the Service for work that is included in a Task Order which has been accepted by the *Employer* in accordance with this clause 14 but not otherwise.
- 14.5 During the *service period* the *Employer* may issue a proposed Task Order to the *Contractor*. The *Contractor* prices each proposed Task Order. For cost reimbursable Task Orders the rates and prices in Section 8 (as may be updated from time to time by agreement between the parties) are to be used as a basis for the pricing. The *Contractor* submits its proposed Task Order price list together with a Task programme (and, for cost reimbursable Task Orders, a resource loaded Activity Schedule) to the *Employer* for acceptance. The *Employer* consults the *Contractor* about the contents of a Task Order before he accepts and issues it.
- 14.5A The *Employer* may issue a proposed Task Order to more than one contractor for pricing on a 'mini-competition' basis.
- 14.6 A priced Task Order includes:
- a detailed description of the work in the Task,
 - a priced and totalled list of the items of work in the Task,
 - the starting and completion dates for the Task,
 - the retention percentage for the Task,
 - the assurance retention for the Task and
 - the amount of delay damages for the Task
- and shall be substantially in the form set out in Section 2.1 of this contract.
- 14.7 The *Contractor* does not start a Task until the *Employer* has accepted the priced Task Order and programme. No Task Order is issued after the end of the *service period*.
- 14.8 The *Employer* is not obliged to issue any proposed Task Order or to accept any priced Task Order or programme. The *Contractor* is responsible for any costs it incurs in relation to a proposed Task Order, including pricing, whether or not it is accepted.
- 15 Employer provides right of access and things**
- 15.1 Subject to any constraints set out in the Service Information or instructed by the *Employer*, the *Employer* provides a non-exclusive right of access as reasonably necessary for the *Contractor* to Provide the Service (including to rectify Defects).
- 15.2 The *Employer* provides things which he is to provide as stated in the Service Information.
- 16 Early warning**
- 16.1 The *Contractor* and the *Employer* give an early warning by notifying the other as soon as either becomes aware of any matter which could
- increase the total of the Prices,
 - interfere with the timing of the *service* or
 - impair the effectiveness of the *service*.
- The *Contractor* may give an early warning by notifying the *Employer* of any other matter which could increase his total cost. Early warning of a matter for which a compensation event has previously been notified is not required.
- 16.2 The *Contractor* and the *Employer* co-operate in making and considering proposals for how the effect of each matter which has been notified as an early warning can be avoided or reduced and deciding and recording actions to be taken.

2 The Contractor's main responsibilities

20 Providing the Service

- 20.1 The *Contractor* Provides the Service in a regular and diligent manner, in accordance with the Service Information, the Standards, good industry practice and the applicable law, using appropriately qualified and trained staff, and minimises the interference to the *Employer* and others caused by his work.

- 20.2 The *Contractor* designs the parts of the *services* the Task Order states he is to design and uses all reasonable skill, care and diligence as may be expected of a design professional experienced in carrying out design of a similar scope, nature, timescale and complexity and relating to a similar location to the design required under the Task Order.
- 20.3 The *Contractor* does not start work which the *Contractor* has designed until the *Employer* has accepted that the design complies with the requirements of this contract.
- 20.4 The *Contractor* co-operates and holds or attends meetings with the *Employer* and others in obtaining and providing information which they need in connection with the *services*.

21 People

- 21.1 The *Employer* may, having stated reasons, instruct the *Contractor* to remove an employee or any other personnel. The *Contractor* then arranges that, after one day, the employee has no further connection with the work included in this contract and, where necessary, provides a suitably qualified and experienced replacement person.
- 21.2 The *Contractor* submits to the *Employer* for acceptance the name, relevant qualifications and experience of persons to act on behalf of the *Contractor* for the following:
- this contract
 - each Task Order
 - on site for each Task Order,

such persons being the “**Contractor’s Representatives**” and key persons.

The *Contractor* ensures that each proposed *Contractor’s Representative* is sufficiently qualified and experienced to undertake the relevant role. A reason for not accepting a person is that his relevant qualifications and experience are not acceptable for the role. The *Contractor* does not start a Task Order until the *Employer* has accepted the proposed *Contractor’s Representatives* for the relevant Task.

- 21.3 The *Contractor* either employs each key person named to Provide the Services stated in a Task Order or employs a replacement person. The *Contractor* submits the name, relevant qualifications and experience of a proposed replacement person to the *Employer* for acceptance. A reason for not accepting the person is that his relevant qualifications and experience are not acceptable for the role.

22 Subcontracting

- 22.1 If the *Contractor* subcontracts work, he is responsible for Providing the Service as if he had not subcontracted and ensures that any subcontractors comply with the terms of this contract.
- 22.2 This contract applies as if a subcontractor’s people and equipment were the *Contractor’s*.
- 22.3 The *Contractor* submits the name of each proposed subcontractor and any other details requested to the *Employer* for acceptance. The *Contractor* does not appoint a proposed subcontractor until the *Employer* has accepted him. The *Employer* may decide not to accept a subcontractor, if he does not accept a subcontractor he explains his reasons.

23 Construction (Design and Management) Regulations 2015

- 23.1 Unless otherwise stated in the Task Order, the *Employer* shall act as principal contractor and principal designer under the CDM Regulations where they are applicable to the services and the *Contractor* shall provide all necessary assistance to enable the *Employer* to comply with such obligations.
- 23.2 Where the CDM Regulations apply to the *services* and the Task Order states that the *Contractor* shall act as principal contractor and/or principal designer in accordance with the CDM Regulations, the *Contractor* shall comply with all the duties of a principal contractor and/or principal designer as set out in the CDM Regulations.

3 Time

30 Starting and the *service period*

- 30.1 The *service period* is set out in the Contract Data.
- 30.2 The *Contractor* starts a Task on the starting date set out in the relevant Task Order and completes the Task by the relevant Task Completion Date.
- 30.3 Completion of a Task is when the *Contractor* has
- done all of the work which the relevant Service Information states he is to do by the Completion Date including the provision of all required assurance data and
 - corrected notified Defects which would have prevented the *Employer* from using the services or the area in and around the site and others from doing their work.

31 Instructions to stop or not to start work

- 31.1 The *Employer* may instruct the *Contractor* to stop or not to start any work and may later instruct him to re-start or start it.

32 The *Contractor's plan*

- 32.1 The *Contractor* submits plans to the *Employer* for acceptance as stated in the Service Information or as otherwise instructed by the *Employer*.

4 Testing and Defects

40 Tests and inspections

- 40.1 The *Employer* and the *Contractor* carry out tests and inspections required by the Service Information or the applicable law.

41 Notifying Defects

- 41.1 The *Employer* may notify a Defect at any time up to twelve months after the relevant Task Order Completion Date.

42 Correcting Defects

- 42.1 The *Contractor* corrects Defects whether notified or not, within a time which minimises the adverse effect on the *Employer* and others.
- 42.2 Subject to clause 45 the time for correcting a notified Defect shall be two weeks unless a different time is agreed in writing, or instructed by the *Employer* if the Defect has the potential to disrupt the operation or safety of the *Employer's* underground railway.

44 Uncorrected Defects

- 44.1 If the *Contractor* has not corrected a notified Defect within the time required by this contract, the *Employer* assesses the cost of having the Defect corrected by others and the *Contractor* pays this amount.

45 Critical Defects

- 45.1 The *Contractor* acknowledges and agrees that the *Employer* may, either before or after completion of a Task, arrange for a Critical Defect to be corrected by others instead of by the *Contractor* at the cost of the *Contractor*. Without prejudice to any other right or remedy of the *Employer*, the *Contractor* pays to the *Employer* all costs reimbursed by the *Employer* to others for correcting a Critical Defect. The *Employer* notifies the *Contractor* of a Critical Defect as soon as reasonably practicable.

5 Payment

50 Assessing the amount due

- 50.1 The *Contractor* assesses the amount due at each *assessment day* and, by a minimum period of 5 days before each *assessment day* (the “**application deadline**”), applies to the *Employer* for payment of the change in the amount due since the last payment. The application states the sum that the *Contractor* considers to be due to him at the *assessment day* and the basis on which that sum is calculated.
- 50.2 The amount due is
- the Price for each Activity in the Task Order Price List which the *Contractor* has completed,
 - where a quantity is stated for an Activity in the Task Order Price List, the Defined Cost for the completed quantity,
 - any tax which the law requires the *Employer* to pay to the *Contractor* and
 - other amounts to be paid to the *Contractor*, less
 - amounts to be paid by or retained from the *Contractor* including any Disallowed Cost.
- 50.3 The *Employer* corrects any wrongly assessed amount due and issues a payment certificate to the *Contractor* (specifying the amount due at the *assessment day* and stating the basis upon which that sum is calculated – the “**notified sum**”) not later than five days after receipt of the *Contractor*’s application for payment . If the amount to be paid to the *Contractor* is less than the amount to be paid by or retained from the *Contractor*, the difference is recoverable from the *Contractor* as a due debt on demand.
- 50.4 The *Contractor* pays delay damages for each Task which has not been completed by the Task Completion Date. The delay damages are at the rate stated in the Task Order calculated from the Task Completion Date until completion of the Task.

51 Payment

- 51.1 Not later than five days after receipt of the *Employer*’s payment certificate the *Contractor* delivers to the *Employer* a VAT invoice in the amount of the certificate with a copy of the certificate attached. The *Contractor* issues a corrected VAT invoice, where required, within five days of receipt of a Pay Less Notice.
- 51.2 If a certificate is not issued by the *Employer* in accordance with clause 50.3, the sum to be paid by the *Employer* is, subject to clause 51.4, the sum stated as due in the *Contractor*’s application in accordance with clause 50.1.
- 51.3 Payment shall become due for the purposes of the Act on the later of the relevant *assessment day* and the date on which the *Employer* receives the *Contractor*’s payment application. The final date for payment is three weeks after the date on which the payment becomes due.
- 51.4 If either Party intends to pay less than the notified sum, he notifies the other Party not later than one day (the “**prescribed period**”) before the final date for payment stating the amount considered to be due and the basis on which that amount is calculated. A Party does not withhold payment of an amount due under this contract unless he has notified his intention to pay less than the notified sum as required by this contract.
- 51.5 Subject to clause 51.4 interest is paid if a payment is late or includes a correction of an earlier payment. Interest is assessed from the date by which the correct payment should have been made until the date when it is paid. Interest is calculated at 2% over the Bank of England base rate of the delayed amount per complete week of delay and is simple interest.
- 51.6 If the *Contractor*’s employment is terminated for Reason 1A (as set out in clause 90.2), the *Employer* need not pay any sum due to the *Contractor* either:
- where the *Contractor* becomes insolvent prior to the prescribed period before the final date for payment, provided that the *Employer* 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.

52 Retention

- 52.1 An amount is retained from each amount due. Until the completion of the whole of the Task the amount retained is the retention percentage set out in the Task Order applied to the total of the amount due.
- 52.2 The amount retained remains at this amount until the *Employer* has notified completion of a Task in accordance with clause 30.3. All amounts retained under this clause 52.1 shall be released in the next assessment after such notification.
- 52.3 Where under this contract the *Employer* is entitled to withhold money from the *Contractor* as a retention, whether under this clause 52, clause 53 or otherwise, these monies are retained by the *Employer* without obligation to invest and without creating any fiduciary obligation or duty on the part of the *Employer* to the *Contractor* or any other person with whom the *Contractor* has contracted.

53 Monies withheld pending the Supply of Assurance Information

- 53.1 An amount is retained with regard to each amount due, until the notification by the *Employer* that all the assurance information required to be submitted in accordance with the Service Information for that Task Order has been supplied and has been accepted as satisfactory by the *Employer*. All amounts retained under this clause 53.1 shall be released in the next assessment after such notification.
- 53.2 The amount retained is the assurance amount set out in the Task Order and is applied to the amount due.

54 Defined Cost

- 54.1 All the *Contractor's* costs which are not included in the Defined Cost are deemed included in the *percentage additions* referred to in the *Contractor's* Contract Data.

6 Compensation events

60 Compensation events

- 60.1 The following are compensation events to the extent they are not due to any breach or other failure by the *Contractor*.
- (1) The *Employer* gives an instruction changing the Service Information unless the change is in order to make a Defect acceptable.
 - (2) The *Employer* does not provide a right of access or other things which he is to provide in accordance with this contract.
 - (3) The *Employer* gives an instruction to stop or not to start any work.
 - (4) The *Employer* does not reply to a communication from the *Contractor* within the period required by this contract.
 - (5) The *Employer* changes a decision which he has previously communicated to the *Contractor*.
 - (6) A breach of contract by the *Employer* which is not one of the other compensation events in this contract.
 - (7) The *Contractor* encounters physical conditions which
 - are within the site,
 - are not weather conditions and

- an experienced contractor would have judged, at the date of the relevant Task Order to have such a small chance of occurring that it would have been unreasonable to have allowed for them.

Only the difference between the physical conditions encountered and those for which it would have been reasonable to have allowed is taken into account in assessing a compensation event.

(8) An event which

- stops the *Contractor* completing the *services* or
- stops the *Contractor* completing the *service* by the relevant Task Completion Date

and which

- neither Party could prevent,
- an experienced contractor would have judged, at the date of the relevant Task Order to have such a small chance of occurring that it would have been unreasonable to have allowed for them and

is not one of the other compensation events stated in this contract.

61 Notifying compensation events

- 61.1 The *Contractor* notifies the *Employer* of an event which has happened or which he expects to happen as a compensation event. If the *Contractor* does not notify a compensation event within four weeks of becoming aware, or ought reasonably to have become aware, of the event, he is not entitled to a change in the Prices or the Task Completion Date unless the event arises from an instruction of the *Employer*. The *Employer* may notify the *Contractor* of a change to the Task Completion Date (but not a change to the Prices) notwithstanding that the *Contractor* has failed to notify a compensation event in accordance with this clause.
- 61.2 The *Employer* notifies the *Contractor* of his decision whether or not the event is a compensation event within two weeks of the *Contractor's* notification to the *Employer* of the event.

62 Quotations for compensation events

- 62.1 The *Contractor* submits his assessment at the time of notification of the compensation event or such other time as agreed with the *Employer*. The *Employer* replies within two weeks of the *Contractor's* submission accepting or disagreeing with the assessment. If the *Employer* does not agree with the assessment the *Employer* may request additional information or assess the compensation event and notify the *Contractor* of his assessment.
- 62.2 The assessment of a compensation event may include a proposed change to the Task Order Completion Date.

63 Assessing compensation events

- 63.1 For a compensation event which affects only the quantities of work shown in the Task Order Price List, the change to the Prices is assessed by multiplying the changed quantities of work by the appropriate rates in the Task Order Price List.
- 63.2 For other compensation events, the changes to the Prices are assessed by forecasting the effect of a compensation event upon the Defined Cost or, if the compensation event has already occurred, the assessment is based upon the Defined Cost due to the event which the *Contractor* has incurred. Effects on Defined Cost are assessed by reference to the rates and prices in the Task Order Price List, where applicable, and otherwise at open market or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered. Effects on Defined Cost are assessed separately for
- people employed by the *Contractor*,
 - Plant and Materials,
 - work subcontracted by the *Contractor* and
 - equipment.

The *Contractor* shows how each of these effects is built up in each quotation for a compensation event. The percentages for overheads and profit stated in the Contract Data are applied to the assessed effect of the event on the Defined Cost.

- 63.3 A delay to a Task Completion Date is assessed as the length of time that, due to the compensation event, completion of the Task is forecast to be delayed.
- 63.4 The cost of preparing quotations for compensation events is not included in the assessment of compensation events.
- 63.5 Assessments for changed Prices for compensation events are in the form of changes to the Task Order Price List.
- 63.6 The assessment of a compensation event is not revised if a forecast upon which it is based is shown by later recorded information to have been wrong.
- 63.7 If the *Contractor* did not give an early warning of a compensation event which an experienced contractor could have given, the event is assessed as if the *Contractor* has given early warning.

7 Use of equipment and things

70 The Parties' use of equipment and things

- 70.1 The *Contractor* has the right to use equipment and other things provided by the *Employer* only to Provide the Service.
- 70.2 At the relevant Task completion, the *Contractor* returns to the *Employer*, equipment and surplus things provided by the *Employer*, provides items of equipment for the *Employer's* use as stated in the Service Information and provides information and other things for the *Employer's* use as stated in the Service Information.

8 Indemnity, insurance and liability

80 Limitation of liability

- 80.1 The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with each Task Order, other than the excluded matters, is limited to the amount specified in the relevant Task Order and applies in contract, tort and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the *Contractor* as stated in the contract for:
 - Excepted Liabilities,
 - loss of or damage to the *Employer's* property, and
 - any Losses against which the *Employer* is indemnified under Clause 101.3 (Intellectual Property Rights).
- 80.2 Other than in respect of:
 - Losses arising under the *Employer's* contracts with third parties, and
 - Excepted Liabilities,

neither party shall have any liability to the other for any Consequential Loss arising out of the performance or non-performance of its obligations under or in connection with the contract. Each party respectively undertakes not to sue the other party, TfL or any member of the TfL Group in respect of Consequential Loss.

81 Indemnities

- 81.1 The *Employer* indemnifies the *Contractor* against Losses which are the unavoidable result of the *services* or of Providing the Service or which arise from fault, negligence or breach by the *Employer*.

- 81.2 The *Contractor* indemnifies the *Employer* against Losses due to the fault, negligence or breach by the *Contractor*.
- 81.3 The liability of each Party to indemnify the other is reduced to the extent that events which are the other Party's responsibility or the other Party's fault, negligence or breach contributed to the Losses.

82 Insurance cover

- 82.1 The Parties provide, from the *starting date* until the later of 12 months after the end of the *service period* and 12 months after the latest Task completion, the insurances stated in the Insurance Table.

INSURANCE TABLE

Insurance against	
Loss of or damage to the <i>Contractor's</i> equipment, plant and materials	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	
(Where design forms part of a Task Order) Fault in respect of design of the <i>services</i> or other professional services for which the <i>Contractor</i> or his subcontractors is responsible	
Loss of or damage to the <i>Employer's</i> property	
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property and other things used to Provide the Service) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor</i> Providing the Service.	
Any liability the <i>Employer</i> incurs by reason of loss or damage to any property in the course of carrying out the <i>services</i> caused by collapse, subsidence, heave, vibration,	

REDACTED

weakening or removal of support or lowering of ground water arising out of or in connection with the *Contractor* Providing the Service the course of carrying out the *services*.

All risks of loss or damage (not excluded by the terms and conditions of the policy) to permanent works and materials or equipment for incorporation therein, any temporary works (i.e. other works erected or constructed for the purpose of making possible the erection or installation of permanent works) constructional plant and equipment, temporary buildings and other property owned by or supplied by the *Employer*

REDACTED

9 Termination and dispute resolution

90 Termination and reasons for termination

- 90.1 If either Party wishes to terminate the *Contractor's* obligation to Provide the Service, he notifies the other Party giving details of his reason for terminating. The *Employer* issues a termination certificate promptly if the reason complies with this contract. After a termination certificate has been issued, the *Contractor* does no further work necessary to Provide the Service.
- 90.2 Either Party may terminate if the other Party has become insolvent or its equivalent (Reason 1), or if the other Party has become insolvent as defined in section 113 of the Act (Reason 1A).
- 90.3 The *Employer* may terminate if the *Employer* has notified the *Contractor* that the *Contractor* has defaulted in one of the following ways and the *Contractor* has not stopped defaulting within two weeks of the notification.
- Substantially failed to comply with this contract (Reason 2) or
 - Substantially hindered the *Employer* (Reason 3).
- 90.4 The *Contractor* may terminate if
- the *Employer* has not paid an amount certified by the *Employer* within ten weeks of the certificate (Reason 4) or
 - the *Employer* has instructed the *Contractor* to stop or not to start any substantial work or all work for a reason which is not the *Contractor's* fault and an instruction allowing the work to re-start or start has not been given within eight weeks (Reason 5).
- 90.5 The *Employer* may terminate:
- if an event which the Parties could not reasonably prevent has substantially affected the *Contractor's* work for a continuous period of more than thirteen weeks (Reason 6)
 - if the *Contractor* commits a Safety Breach or a breach of clause 108 (Criminal Record Declarations) or commits a Prohibited Act or is under formal investigation or prosecution in relation to an alleged Prohibited Act or if there is an unresolved conflict of interest under clause 106 (Reason 7),
 - the *Employer* does not obtain the necessary funding or the funding for the *services* is curtailed (Reason 8).
 - for any other reason (Reason 9).
- 90.6 In the event that any court or other competent authority declares or orders that this contract is ineffective or shortened pursuant to the applicable law, or any directive or requirement of

the European Union, the *Employer* notifies the *Contractor* in writing as soon as reasonably practicable of the declaration or order and the contract is deemed for all purposes to have been terminated by the *Employer* on the date named by the *Employer* (Reason 10). Notwithstanding the declaration or order, the provisions of clauses 90-92 shall continue in full force and effect along with any other provisions of this contract necessary to give effect to them and/or are required to determine the Parties' rights and liabilities that have accrued at the date the contract became ineffective or shortened.

91 Procedures on termination

- 91.1 On termination, the *Employer* may complete the *services* himself or employ other people to do so. The *Contractor* leaves the area affected by the *Contractor's* work and removes his equipment.
- 91.2 On termination, the *Contractor* returns to the *Employer*, equipment and surplus things provided by the *Employer*, and provides items of equipment and other things for the *Employer's* use as stated in the Service Information

92 Payment on termination

- 92.1 The amount due on termination includes an amount due assessed as for normal payments, the cost of plant and materials where title has passed to the *Employer*, and any amounts retained by the *Employer*.
- 92.2 If the *Employer* terminates for Reason 1, 1A, 2, 3, or 7 the amount due on termination also includes a deduction of the forecast additional cost to the *Employer* of completing the *service*.
- 92A Termination of a Task Order
 - 92A.1 Clauses 90 – 92 inclusive of this contract may apply to the termination of a Task Order and the provisions of clauses 90 – 92 inclusive shall be read to apply to that Task Order only. Termination of a Task Order does not, in itself, give rise to any termination of any other Task Order or this contract.

93 Dispute resolution

- 93.1 The *Employer* and *Contractor* follow the most recent edition of the *Employer's* adjudication rules for the avoidance of resolution of disputes.

10 Additional Conditions of Contract

100 Accounts and Records

- 100.1 The *Contractor* maintains a complete and correct set of records pertaining to the performance of this contract and the *Contractor's* obligations under this contract, and retains all such records for a period of not less than 12 years following termination or expiry of this contract.
- 100.2 The *Employer* and his authorised representatives may, from time to time during the performance of this contract and for 12 years following the termination or expiry of this contract, audit on an open-book basis and check any and all records relating to the performance of or compliance with this contract.

101 Intellectual Property Rights

- 101.1 The Parties agree that the Intellectual Property Rights in all documentation and works that are created wholly or mainly in connection with the performance of this contract vests in the *Employer*.
- 101.2 The *Contractor* grants or procures the grant of a non-exclusive, world-wide, perpetual, irrevocable, royalty free licence (including the right to sub-licence) to the *Employer* to copy and use for any purpose any Intellectual Property Rights in documentation and works that

are owned, controlled, used or supplied by the *Contractor* in connection with the performance of this contract and which are not already vested in the *Employer*.

- 101.3 The *Contractor* indemnifies the *Employer* from and against all Losses arising from or incurred by the *Employer* by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the *services*.

102 Assignment

- 102.1 The *Contractor* does not assign, transfer, novate, charge or otherwise deal with this contract (or any of his rights or obligations under it).
- 102.2 The *Employer* may assign, transfer, novate, charge or otherwise deal in whole or in part any benefit or right under this contract at any time to any person.

103 Confidentiality

- 103.1 The *Contractor* ensures that he treats all information obtained under, arising from or in connection with this contract and the *Employer* as confidential. Other than for the purpose of providing the *services* the *Contractor* does not disclose any information or documents concerning this contract or the *Employer* to any other person except any information already in the public domain or any information which is required to be disclosed by any applicable law.

104 London Living Wage

- 104.1 The *Contractor* ensures that none of his employees engaged in the performance of the *services* is paid an hourly wage less than the London Living Wage, as published by the Mayor of London.

105 Data Transparency

- 105.1 The *Contractor* gives his consent for the *Employer* to publish any information about the contract to the general public as it sees necessary or fit.

106 Conflict of Interest

- 106.1 The *Contractor* confirms he does not have any conflict of interest in Providing the Services with the *Employer* or any member of the TfL Group and undertakes regular conflict of interest checks. If the *Contractor* becomes aware of such a conflict of interest he notifies the *Employer* in writing immediately and works with the *Employer* to manage such conflict to the *Employer's* satisfaction.

107 Freedom of Information

- 107.1 The *Contractor* acknowledges that the *Employer* is subject to the Freedom of Information Act 2000 and agrees to assist and co-operate to enable the *Employer* to meet his obligations under this legislation. Such assistance and co-operation includes providing any information that the *Employer* may request within 6 days of request, and transferring any request under the Freedom of Information Act 2000 it may receive to the *Employer* as soon as it is received. The *Contractor* must not respond to any request under the Freedom of Information Act 2000 it may receive.

108 Criminal Record Declarations

- 108.1 The *Contractor* procures from each of his personnel every year, a declaration that such person has no, or declares that such person has an unspent criminal conviction relating to actual or potential acts of terrorism or acts that threaten national security.
- 108.2 The *Contractor* does not engage in the performance of any aspect of the *services* any person who has declared any such unspent criminal conviction.

109 Prohibited Acts

- 109.1 The *Contractor* does not commit any act that in the absolute discretion of the *Employer*:
1. may constitute an offence under the Prevention of Corruption Act 1889-1916 and/or the Bribery Act 2010, or

2. defrauds or is an attempt to defraud the *Employer* or any member of the TfL Group

110 Responsible Procurement

110.1 The *Contractor* has regard to the responsible procurement principles as set out in the GLA Group document "Delivering Responsible Procurement" (<http://www.london.gov.uk/rp/>) (as may be updated from time to time) in Providing the Services and complies at all times with any instructions from the *Employer* relating to the responsible procurement principles.

111 Crime and Disorder

111.1 In Providing the Services the *Contractor* assists and co-operates with the *Employer* where possible to enable the *Employer* to satisfy his 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 and where appropriate, identify actions to reduce levels of crime and disorder.

112 Data Protection

112.1 Without prejudice to clause 100, the *Contractor* complies with the Data Protection Act 1998 (and any policies issued by the *Employer* from time to time in relation to the processing of data) and does not cause the *Employer* to be in breach of these requirements. The *Contractor* takes appropriate technical and organisational security measures and provides the *Employer* with such information and cooperation as may be reasonably required to ensure compliance with the Data Protection Act 1998.

113 Best Value

113.1 The *Contractor* assists the *Employer* (and, where appropriate, TfL Group) to discharge their duties to achieve best value under the Local Government Act 1999 and agrees to negotiate in good faith any changes to this contract in order for the *Employer* (and, where appropriate, TfL Group) to achieve best value.

114 Title

114.1 Whatever title the *Contractor* has to Plant and Materials passes to the *Employer* upon them being brought within the area affected by the *Contractor's* work or the *Employer* making payment (partial or otherwise) for them, whichever is earlier. Risk does not pass until completion of the relevant Task.

115 Equality and Diversity

115.1 In Providing the Services the *Contractor* shall not unlawfully discriminate, shall procure that its employees and agents do not unlawfully discriminate and shall use reasonable endeavours to procure that its subcontractors do not unlawfully discriminate within the meaning and scope of the Equality Act 2006, the Equality Act 2010 and any other relevant enactments in force from time to time in relation to discrimination in employment.

115.2 The *Contractor* shall assist and co-operate with the *Employer* where possible in satisfying its duties under section 149 of the Equality Act 2010 and the Equality Act 2010 (Specific Duties) Regulations 2011.

116 Sectional Completion

116.1 In these *conditions of contract*, unless stated as the whole of a Task, each reference and clause relevant to:

- a Task (or the *services* or works forming the Task)
- completion and
- Task Completion Date

applies, as the case may be, to either the whole of the Task or, where sectional completion is provided for in the Task Order, any section of the Task.



SWIP:ASPIRE Works & Services

6.0 Service Information

Document History

Revision	Date	Details



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1 Preambles to the Service Information

1.1 Ambiguities and inconsistencies

- 1) Notwithstanding the *conditions of contract* this Service Information is supplemented and amended as appropriate by each Task Order. Where there is a conflict between this Service Information and the Service Information in a Task Order the *Contractor* notifies the *Employer* and does not carry out any of the affected services until otherwise instructed by the *Employer*.

1.2 Definitions

- 1) In this contract Service Information means the Service Information herein or information in a Task Order as the context requires. Identified terms have capital initials and are either defined in the *conditions of contract* or herein. Terms in italics are defined in the Contract Data or Task Order as the case may be.

2 General description of the services

2.1 General description of the services

- 1) The *Employer* has implemented a collaborative contractual strategy, entitled SWIP:ASPIRE with which to deliver the Station Works Improvement Programme (SWIP). The core principles of this strategy are that everybody has a stake in delivery performance and that production at the work-face leads, everything else enables.
- 2) Whilst the actual services to be provided by the Contractor are detailed in each Task Order the scope of the potential services are detailed in section 2.3.
- 3) In Providing the Services the *Contractor* is expected to co-operate and co-ordinate his services with the services and works provided by other contractors and consultants employed on the SWIP:ASPIRE programme to maximise productivity and efficiency.
- 4) The *conditions of contract* provide for the *Contractor* to provide design services. Whilst this is not a core element of the services the *Employer* may instruct the *Contractor* to undertake certain elements of design that are appropriate to the services. Should design services be required they will be detailed within a Task Order. This Service Information contains extensive provisions in section 6 for a complete design service. Notwithstanding these provisions where the *Employer* does not require a complete design service, e.g. where only final detailing is required, the provisions of section 6 only apply where they are agreed with the *Employer*.
- 5) The *Contractor* may be instructed to provide early contractor involvement input into the development, design, planning and pricing of works. The decision to instruct the *Contractor* to undertake such services is at the sole discretion of the *Employer* and is ordered as a Task Order in accordance with the *conditions of contract*.

2.2 SWIP objectives and philosophy

- 1) The SWIP delivery and procurement model is designed to deliver savings of 12% (with 20% being targeted) over the existing construction management approach used by the *Employer*.
- 2) To facilitate the savings the *Employer* has developed a delivery and procurement model and strategy, known as SWIP:ASPIRE, which flattens the supply chain and provides the *Employer* with direct access to the contractors that undertake the actual work.
- 3) The commercial arrangements with the supply chain are based on a modified and simplified form of NEC3 contract. Under these arrangements the *Employer* bears the majority of the delivery risks, as realistically the *Employer* is best placed to manage them (e.g. access to the *Employer's* underground railway).
- 4) Delivery risk is controlled and managed against baseline estimates and programmes jointly prepared in conjunction with other trade contractors. The *Contractor's* performance will be measured using a non-contractual performance regime using a common set of measures.
- 5) The *Employer* procures suppliers for the range of trades required to deliver the SWIP work.
- 6) It is intended to contract with contractors that not only have the necessary technical skills but also the correct approach and attitude which will enable the *Employer* to enter into long term collaborative arrangements, this type of working arrangement being one of the core principals of the SWIP:ASPIRE model.

- 7) The benefit gained under this arrangement is achieved by bringing in contractors at the earliest opportunity in a project's development cycle to jointly develop the programme, detailed design, standardise on materials and equipment, agree joint estimates and cost saving targets, and test and improve the buildability of the proposed works. The onus is on contractors to perform their skills in the most efficient manner on and off site to ensure the works are undertaken on a "right first time" basis and for the *Employer* to shoulder the responsibility for feasibility and scoping, access, communication and project risk.

2.3 General scope of services

- 1) Each contract let under the SWIP:ASPIRE model is aligned to a specific trade (known as Lots), e.g. electrical services. However, it is recognised that many suppliers are capable in more than just their key trade. The following sets out the general scope of services that are required for the SWIP Programme.
- 2) The *Contractor's* main trade has been pre-determined by the Lots for which he has tendered, however the *Employer* may, in the circumstances where the *Contractor* has capability and capacity, instruct the *Contractor* to undertake other work which is as described, but not limited to, that set out below.
- 3) Note: The *Contractor* may also be instructed to supply enabling works and works ancillary to other trades.

2.3.1 Lot 1: Civils

- 1) Description: Civils works to *Employer's* infrastructure, including:
 - Civils Build/Repairs: New build, repair and maintenance to buildings and structures of all types including LUL and other rail infrastructure related stations, depots and buildings (including platforms); works to other infrastructure such as off-track rail works
 - Associated services: Associated services: including surveys; buildability advice; design support; final detailing
 - Ground/Bank Stabilisation/Piling: Ground work and bank stabilisation: including excavation and fill soil stabilisation and piling of any technique
 - Site Preparation, Demolition & Disposal
 - Drainage: installation, survey and remedial works to all infrastructure associated with above and below ground drainage and drainage associated with structures and buildings.
 - Surveying and monitoring: Surveying: topological, ground investigation, environmental, land and inlife/build monitoring.

2.3.2 Lot 2: Building

- 1) Description: Building works to *Employer's* infrastructure, including:
 - Tiling, Grouting and Waterproof Render: Floor, wall and ceiling tiling of any type, including substrate preparation; patch repair (including repairs to heritage tiling); new finishes; installation of corduroy and tactile strips; and stair nosings. grout injection and waterproof render works to prevent/inhibit water ingress to buildings and station structures. Including localised repair of water damage to structures and finishes
 - Plumbing & Drainage: Plumbing: Installation and remedial works to clean water and sanitary works. Water heaters and heating for buildings. Typical scope items include: repair/replacement of sanitaryware, inspection and pipe work; jetting; tracing; and inspections. Drainage: installation and remedial works to drainage systems.
 - Protection and Hoardings: Supply and installation of permanent and temporary fencing railing safety and protective screens or fences to existing TfL structures or assets.
 - Painting and Decorating: Preparation and redecoration of various paint finishes. Typical scope items include: paint stripping and surface preparation, plastering/rendering and application of new finishes
 - Ceilings & Vitreous Enamel: Ceilings: suspended ceilings and vitreous enamel panel and sign replacement/refurbishment. Typical scope items include: renewal or refurbishment of existing assets. Service could include: survey works; buildability advice; and design support (including final detailing).
 - Wall Repairs: Wall Repairs: Repairs to masonry, pointing, plaster, render and concrete wall finishes including heritage features.
 - Flat Roofing - Glazing - Roof and general: Roofing & Glazing: Roof and general Installation of new roof finishes and remedial works to patch up existing roof finishes. Installation and remedial works to roof glazing

- Flooring: Flooring, installation and remedial works to flooring finishes including vinyl floor and skirting raised access flooring non-slip flooring.
- Carpentry and joinery: Timber and woodwork installation and remedial works. Including installation and remedial works to standard and fire-rated doors.
- Scaffolding: Supply, erection, maintenance and dismantling.
- Specialist Lifting: Including hoist and cranes, including all operatives and safety requirements.
- Hire of small plant
- Intrusive surveys: Enabling works to support surveys, including supply of competent personnel such as Site Person in Charge to support client activities

2.3.3 Lot 3: Mechanical

- 1) Description: Mechanical works to *Employer's* infrastructure, including:

- Mechanical Stabilisation: Mechanical upgrade / replacement / refurbishment / rationalisation of existing station systems, typically: comfort cooling, ventilation, heating; and hot and cold water storage and distribution services
- Non-structural: Installation and repairs to existing metalwork for non-structural items - such as handrails, ladders etc. Structural - Installation and repairs to existing steelwork for structural items - such as steel frames, cladding and staircases
- Design advice: Service could include: survey works; buildability advice; and design support (including final detailing).

2.3.4 Lot 4: Electrical

- 1) Description: Electrical works to *Employer's* infrastructure, including:

- Electrical Stabilisation: Upgrade and maintenance: electrical systems upgrade/replacement/ refurbishment/rationalisation of existing station systems typically: LVAC distribution systems; lighting systems and earthing. Replacement of distribution panels/components; replacement of life expired/non-compliant circuits; removal of redundant equipment and circuits; and dilapidation / rationalisation of cable route management system. New build - provision of new electrical services per SWIP design
- Specialist security systems installation: including CCTV entry and exit systems and other secure systems
- Design advice: Service could include: survey works; buildability advice; and design support (including final detailing)

2.3.5 Lot 5: Site Support Services

- 1) Description: Site support services in connection with all works to *Employer's* infrastructure, including:

- Site Welfare: Welfare facilities including toilets, washing, somewhere clean to eat and drink during breaks and changing facilities both fixed and mobile
- Site Security: Can include but is not limited to any of the following: Gateman / Front of house security control, access to site, on-site and remote systems.
- In-House Security: Dealing with staff, site visitors and deliveries. Professional SIA approved Security Guard officers
- Labour supply
- Vermin control
- Specialist services not listed above

2.3.6 Lot 6: Fire

- 1) Description: Fire related works to *Employer's* infrastructure, including:

- Fire Services, Stabilisation, Upgrade and Maintenance: Fire systems upgrade/ replacement/ refurbishment/ rationalisation of existing station systems; typically: fire detection and detector heads

fire suppression including sprinkler systems; refurbishment or replacement of hydrant services; fire doors refurbishment or replacement; and fire compartmentalisation and fire stopping remedial works.

- New Build: provision of new station fire protection systems as SWIP design including if requested any certification
- Design advice: Service could include: survey works; buildability advice; and design support (including final detailing)

2.3.7 Lot 7: Communication

1) Description: Communication works to *Employer's* infrastructure, including:

- Communications Systems Up-grade and Maintenance: upgrade/ replacement/ refurbishment/ rationalisation/ relocation of existing systems, typically: CCTV; PA; public help points; clocks; LAN; BBMS; visual electronic information and telephone systems both fixed and mobile and wireless networks
- New Build: provision of new station communications services LAN; CCTV, PA, public help point systems and intruder alarms
- Design advice: Service could include: survey works; buildability advice; and design support (including final detailing)

2.3.8 Lot 8: Cleaning

1) Description: Cleaning works to *Employer's* infrastructure, including:

- Deep Cleaning, gully cleaning and emptying, general cleaning; cleaning and deep cleaning of various building finishes both internal and external. Typical scope items include: heritage features; stonework. Service could include technical advice on best available cleaning methods. Cleaning of station buildings, offices and depot areas (not deep cleaning)
- Graffiti removal services
- Vegetation Clearance: Vegetation management, removal and environmental disposal

2.3.9 Lot 9: General Services

1) Description: General Services to *Employer's* infrastructure, including:

- Civil Engineering Consultancy: Consultancy on development, construction and buildability of a range of projects in the built and natural environment. Advising to ensuring the safe, timely and well-resourced completion of projects in areas of transport infrastructure
- Design: Responsible for the design and creation of the infrastructure in the built and natural environments; including but not limited to new build design and existing asset developments. Including architectural design and development services
- Quantity Surveyors: Responsibilities for preparing tender and contract documents, including bills of quantities, costing, estimating, planning, performing risk and value management, and developing responses to commercial risks
- Management Services: Project Management, Commercial Management and associated requirements for a wide range of projects in the rail, built and natural environment

2.4 Material Supply Services

1) In addition to the Lot works outlined above, the *Employer* may require the *Contractor* to procure certain materials related to the Lot works. This may either be as part of a Task Order or as a compensation event. The *Contractor's* responsibility for this is limited to the placing of the order in accordance with the *Employer's* requirements and taking all reasonable steps to ensure the materials are delivered in accordance with the *Employer's* requirements. The installation of the materials is not covered within this service. The *Contractor* will be reimbursed for the invoice cost of the supplied materials plus the *Contractor's* percentage for overheads and profit for Materials Supply.

3 Management of the services

3.1 General and project management

- 1) This section of the Service Information sets out the general arrangements for the management of the services to give the *Contractor* an indication of the likely levels of contract management required for undertaking the *services* for the *Employer*.
- 2) The following requirements are neither exhaustive nor applicable in every respect and the exact requirements will be determined for each Task Order as appropriate.

3.2 Employer's team

- 1) The *Employer* provides a management team to supervise the *services*.
- 2) The *Employer* may change the composition of the management team, or withdraw or substitute any of the disciplines. The *Employer* notifies the *Contractor* of any such change as appropriate.

3.3 Contractor's team

- 1) The *Contractor* employs and makes available the resources proposed in Task Order as a minimum. The *Contractor* also employs any additional resource that may be reasonably required to Provide the Services. The *Contractor* provides, and maintains an up to date organogram showing the resources employed Providing the Services.
- 2) The *Contractor* does not remove or replace any member of the *Contractor's* team, other than with the express permission of the *Employer*.
- 3) For the avoidance of doubt, the *Contractor's* team is composed of the *Contractor* resources declared in the Task Order and any declared subcontractors.
- 4) Nothing in this item shall override conditions of contract clauses 21.2 and 21.3.

3.4 The *Contractor's* Representative (in accordance with Clause 21.2 of the Contract)

- 1) For the purposes of Clause 21.2 of the Contract, the *Contractor* appoints appropriate and suitably authorised representatives to act on behalf of the *Contractor* whilst Providing the Services as the circumstances require such that there are clear lines of communications between the *Contractor* and the *Employer* at all times to facilitate:
 - Receipt of instructions
 - Understanding of levels of authority to receive instructions by the *Employer*
 - Receipt of other contractual communications
 - The *Contractor* provides to the *Employer* the name and contact details of his representative and provides two reserve or back-up contact details for the eventuality that the main representative is not contactable.
- 2) The *Contractor's* Representative shall be a Contracts Manager, or similar as approved by the *Employer*, as defined in the Key People in Section 3.6 below.
- 3) Whilst working within a station the named *Contractor's* representative (or his back up) reports to and takes instructions from the Site Person in Charge (SPC) (as required by Standard 1-552 QUENSH) appointed by the *Contractor*.

3.5 Site Person in Charge (SPC)

- 1) For each Task Order the *Contractor* provides an SPC to supervise the *Contractor's* works activities at all times whilst on site, in accordance with the QUENSH Standard. The Site Person in Charge shall possess

suitable knowledge, experience and ability to competently fulfil the role of supervision of the *Contractor's* operatives, as defined in the Construction Phase Health & Safety Plan.

- 2) Where multiple work areas may exist within one work site then the *Contractor* shall provide further equally competent SPC's as required to ensure adequate and safe supervision of the *Contractor's* personnel. The *Contractor's* SPC reports to and take instruction from the *Employer's* on site representative.

3.6 Key People

- 1) In addition to 3.4 and 3.5 above, SWIP require assurance that a *Contractor's* proposed management is competent to work within the TfL/ environment.

- 2) To this end five key roles/functions have been identified that must be fulfilled by the management of all *Contractors*:

1. Contract management
2. Operational management
3. Commercial management
4. Health, safety & environmental management
5. Design management (if applicable)

How a *Contractor* proposes to meet these requirements is contingent upon the size and nature of their business and the value band they have chosen to apply for within their particular discipline.

- 3) SWIP expect that any *Contractor* proposing to deliver works and services must provide a suitably qualified and competent individual to manage their services at Term Contract and task order level. Set out below are the functional requirements SWIP expects of the five roles identified above.

3.6.1 Contract Management

- Responsibility for the overall management of the term contract
- Interface with SWIP supplier relationship manager or term contract manager
- Authorised to accept and agree Task Orders and their respective final accounts
- Ensures that the supplier meets and improves upon the performance measures
- Authorised to deal with conflicts and disputes
- Ensures that the *Contractor* has in place suitable and sufficient resources to undertake any Task Order awarded
- Able to provide buildability advice

3.6.2 Operational Management

- Overall responsibility for ensuring that the workforce is available and undertakes the planned work
- Responsible for planning the works and services and communicating the same to their counterpart within SWIP in line with requirements
- Interfaces with SWIP project managers / construction managers
- Ensure that the works and services are delivered to the appropriate standards required
- Ensures that the appropriate records are taken on site
- Responsible for ensuring that works and services are delivered right first time
- Responsible for ensuring the works are completed by any Task Order completion date
- Responsible for ensuring that NOWRI's (if working in LU) are signed off on the first attempt.
- Providing method statements are required
- Able to provide buildability advice

3.6.3 Commercial Management

- Overall responsibility for the financial aspects of the term contract and individual Task orders
- Submission of accurate applications and final accounts
- Assessment and agreement of compensation events
- Provision of appropriate back-up and cost records
- Demonstrate that the *Contractor* is providing best value
- Estimating Task Orders and providing cost information to SWIP's commercial managers
- Interfacing with their counterpart commercial manager within SWIP

3.6.4 Health, Safety & Environmental Management

- Overall responsibility for the health, safety & environmental management (HSE) of the *Contractor*
- Responsible for the provision of the necessary HSE documentation
- Interfacing with SWIP's HSE managers
- Responsible for ensuring the health and safety file is completed and delivered at the end of each Task Order.
- If working on LUL assets, having knowledge of the QUENSH requirements as they relate to the *Contractor's* works and services

3.6.5 Design Management (only applicable if design is a part of the *Contractor's* services)

- Overall responsibility for delivering a compliant and assured design to SWIP
- Knowledge of TfL's design standards
- Responsible for integration and design coordination with other trades
- Capable of preparing and working to a design management plan in accordance with TfL Standards.
- Able to provide design and buildability advice

3.7 Progress meetings

- 1) The *Contractor* attends meetings convened by the *Employer* at the times and places notified to review progress of the *services*.
- 2) The *Contractor's* procurement process includes the requirement for any of his Sub-contractors to attend these meetings as required by the *Employer*.

3.8 Reporting

- 1) Accurate and relevant reporting is a fundamental requirement of delivering the *services* within the *Employer's* environment. The *Contractor* co-operates with the *Employer* to provide data and information needed to fulfil the *Employer's* reporting requirements. Typical report headings include:
 - Progress report
 - Executive summary and key issues
 - Health and safety, security and loss prevention
 - Progress (description of work actually achieved against planned to be achieved)
 - Programme narrative
 - Resources (manpower and equipment)
 - Design
 - Procurement
 - Commercial
 - Estimating of Task Orders
 - Compensation events
 - Forecast of cost to completion of a Task Order
 - Cost and schedule performance
 - Cash flow forecasts
 - Risk management
 - Quality and assurance
 - Environmental activities
 - Station and track access
 - Progress photographs

2) Daily Log

The daily log contains as a minimum:

- Daily manpower report: stating the total number and names of actual personnel engaged on each Task Order against that planned. For manual workers the personnel are grouped by trade and for non-manual workers by work title;
- Daily equipment report: The report indicates all actual items of equipment engaged on each Task Order against that planned, and their availability for work;
 - (a) daily construction report. The report includes:
 - (b) a brief description of the work carried out that day,
 - (c) the initiation or completion of any significant event,
 - (d) major items of equipment received, removed or installed,
 - (e) work stoppages, interruptions, delays and potential causes of delay; and
- Weather records: The report shall include a general description and any significant weather events during the course of the day.

The format of the daily log will be specified by the *Employer*, and the log(s) are made available by electronic data transfer.

3) Labour and plant returns

The *Contractor* maintains a daily log (using daily allocation sheet the format of which is determined by the *Employer* from time to time) for each Task Order to be completed and provided to the *Employer* by 10:00 hours the next day, inclusive of all weekends. The *Contractor*, in addition to such other returns and reports, notices and the like required under the contract, submits the following in a form accepted by the *Employer*:

- Daily manpower report: stating the total number and names of actual personnel engaged on each Task Order against that planned. For manual workers the personnel are grouped by trade and for non-manual workers by work title;
- Daily equipment report: The report indicates all actual items of equipment engaged on each Task Order against that planned, and their availability for work;
 - (a) daily construction report. The report includes:
 - (b) a brief description of the work carried out that day,
 - (c) the initiation or completion of any significant event,
 - (d) major items of equipment received, removed or installed,
 - (e) work stoppages, interruptions, delays and potential causes of delay; and
- Weather records: The report shall include a general description and any significant weather events during the course of the day. Daily labour returns giving the numbers, including trade classifications, of all personnel employed on each site, including those of subcontractors, and the number and position of supervisory and administrative staff.
- The volume of work completed, quantity of output achieved against planned.
- 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 the next working day for weekend and bank holiday works).
- Weekly equipment returns recording the numbers and types of all mechanical plant & equipment on each site and, where applicable, the dates when the plant or equipment was brought on to and removed from each site, including the activity the plant or equipment is required for.
- Incident notification reports for all incidents occurring on each site, in a form to be agreed with the *Employer*.
- Lists of all plant and materials prior to delivery to each site.

Timesheets are completed by all *Contractor* personnel. These are signed and endorsed by the *Employer's* representative as notified from time to time. The timesheets are kept in a suitable single location within the *Contractor's* offices and be available for regular audit by the *Employer*. A weekly summary of timesheets is

to be submitted to the *Employer* by Thursday of the following week. The summary sheet includes a list of all staff working on the relevant Task Order, the rate being charged, hours expended, and cumulative hours expended.

4) **Applications**

Where appropriate, a detailed cost build up shall accompany any application submitted to the *Employer*. For work awarded on a cost reimbursable basis, each *Contractor's* assessment must be substantiated by approved timesheets, and the costs for any subcontractor, where applicable, are clearly detailed, and are substantiated by invoices.

5) **Record Drawings**

The *Contractor* keeps a set of all drawings used for construction or fabrication, and associated data and specifications for each Task Order marked up to record accurately all changes during construction including any instructions and technical query responses.

Drawings and specifications are to be marked up on a continuous basis by the *Contractor* in a format acceptable to the *Employer*, i.e. the *Contractor* produces red-line drawings and, unless the *Contractor* has been instructed to provide a design service, the *Employer* prepares as-built drawings with the co-operation of the *Contractor*.

6) **Interfaces and the works of others**

- The *Contractor* co-operates with the *Employer* or any of its agents, when interfacing with the works of others.
- The *Contractor* advises the *Employer*, by means of the Accepted Programme, of any information or services required to be provided by the *Employer* or Others within the control of the *Employer* to complete the services.

3.9 **Risk Management**

3.9.1 **Requirements**

- 1) The *Employer* is committed to identifying and managing risk.
- 2) Risk in this context includes (but is not limited to) those events that, if they do occur, could impact on cost, 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 *Employer*, and others in providing information needed in connection with the management of risk connected with this contract.

3.9.2 **Contractor's Responsibility for Risk Management**

- 1) The *Contractor* meets with the *Employer* not less than once in each four week period to review the Risk Register. The *Contractor* provides the appropriate level of representation at the meetings to review and action the identified risks.

3.10 **Accounts and Records**

3.10.1 **Commercial Administration**

- 1) The *Contractor* submits, to the *Employer* for acceptance, within four weeks of the award of the contract as otherwise agreed procedures to be implemented by the *Contractor* to provide confidence that the contract will be properly administered and that the *Employer* will obtain value for money.
- 2) The procedures includes detailed measures on how the *Contractor* intends to:
 - Administer purchase orders, subcontracts and service orders in due time;
 - Make timely payments to subcontractors and suppliers;
 - Maintain a cost and commitment ledger and reporting system;

- Monitor equipment on and off hire dates;
- Control utilisation of equipment;
- Maintain and review an equipment register;
- Monitor, check and record deliveries of plant and materials;
- Provide equipment and labour returns to the *Employer* on a weekly basis;
- Verify working hours claimed for all people involved in Providing the Services;
- Operate a labour control system based on time-sheets authorised by site staff and coded according to the agreed code of cost allocations;
- Control materials wastage, reconciliation and management;
- Code all costs in accordance with the agreed coding system;
- Code compensation events and disallowed costs in accordance with the agreed coding system; and
- Carry out any other procedures to ensure that this contract is being adequately administered.

3.10.2 Accounting Procedure

- 1) The *Contractor* submits to the *Employer* for acceptance, within four weeks of the award of the contract or such other time as agreed, the procedures by which the *Contractor* intends to carry out the accounting for all aspects of verifying the cost of the *services*

3.11 Procurement Procedures

3.11.1 General

- 1) The *Contractor* submits detailed procurement procedures, to the *Employer* for acceptance, within four weeks or as otherwise agreed of the award of the contract. The procurement procedures defines the processes leading to the procurement of equipment, plant and materials, subcontractors and services including the acceptance by the *Employer* of subcontractors and suppliers. The *Contractor* complies with the acceptance procedure specified by the *Employer* from time to time.
- 2) The procedures as a minimum include the following:
 - Procedures for the procurement of plant and materials, equipment, subcontracts and services which will achieve best value;
 - Identifying means of achieving and verifying compliance with the *Employer's* Responsible Procurement Principles;
 - Procedures for the procurement of plant and materials, equipment, subcontracts and services using contract conditions which adequately reflect the *Contractor's* obligations under the contract;
 - Control systems to ensure purchased plant and materials are supplied to the specified quality and are delivered to each site at the agreed times; and
 - Procedures for ensuring that plant and materials and equipment received on Site are properly stored, cared for, and issued for construction.
 - Responsible Procurement Principles
- 3) The GLA Group aims to improve London's sustainability through its procurement processes. The *Employer* is committed to the implementation of responsible procurement, based on the seven key themes:
 - Encouraging a diverse base of suppliers.
 - Promoting fair employment practices.
 - Promoting greater environmental sustainability.
 - Promoting community benefits.
 - Encouraging ethical sourcing practices.
 - Meeting strategic labour needs and enabling apprenticeships and training opportunities.

- Promoting workforce welfare.
- 4) The *Contractor* consults the following published documents, which are available in the “Corporate” and “Business and Partners” section of the TfL web site <http://www.tfl.gov.uk>:
- TfL's Green Definitions;
 - TfL's Green Strategy;
 - Supplier Diversity Policy Statement;
 - Supplier Diversity Definitions;
 - Supplier Diversity Policy;
 - Supplier Diversity Strategy; and
 - GLA sustainable Procurement Policy
- 5) The *Contractor* clarifies how these policy documents have been considered and how he will support the *Employer* in complying with his obligations under the policies.

3.12 Performance System

3.12.1 General

- 1) SWIP:ASPIRE intend to implement a Task Order allocation system that provides for works and services to be instructed or offered on the following basis:
- Directly on the basis of good performance (as measured by a flexible evolving performance monitoring system, i.e. KPI's)TfL's Green Definitions;
 - Following a mini-competition with either all suppliers in a category or a limited number of suppliers TfL's Green Strategy;
 - Directly on the basis of a specialist skill or service Supplier Diversity Policy Statement;
 - By rotation, if any of the other routes do not allow SWIP to achieve best value
 - Ensuring that the SWIP supply chain is kept interested in supporting SWIP by delivering a fair allocation of work
- 2) SWIP:ASPIRE will use an open and transparent performance based system to decide on which suitable suppliers are to be given work opportunities. However, this will take time establish and gather data. Until such time as the performance system is reliable the other routes listed above will be used. Which option is used will be determined at the relevant time in accordance with a Project Procurement Plan.
- 3) The continued opportunity for works will be based on the following considerations:
- Capacity and/or capability of a supplier
 - Performance
 - Work-bank stability, programming or re-scoping
 - Providing continuity of work
 - Keeping high performing teams together
- 4) TfL will seek to keep good performing contractors and work with them to improve efficiency. Poorly performing contractors or contractors who do not meet TfL's standards will be given an opportunity to address any concerns and continued poor performance may affect future work opportunities.

3.13 Computer Set-up and Electronic Data Transfer

3.13.1 General

- 1) The *Employer* utilises an internet based document management system for the purpose of document and information management. The *Employer* grants read access to part of this system, and that it may be used as a platform for sharing documentation with the *Contractor*. In order to be granted access, the *Contractor* requires a computer with internet access and Windows XP or later version, and up to date antivirus and MS Office software. The *Contractor* makes allowance for the *Employer's* document controller and any other

member of staff requiring training to attend a half-day session at the *Employer's* offices to receive the training.

- 2) The CAMS system is web-based providing a secure basis for holding and communication contract information and instructions.
- 3) Purpose:
 - Ensure that periods for reply are adhered to
 - Track actions of both parties
 - Assists contracts to be administered in accordance with the contract
 - Maintain contract time frames
 - Maintains a record of all contractual correspondence sent/received via the CAMS
- 4) Features of CAMS application
 - Free training course given by TfL – approx. 3 hours
 - Free licence for the Contractor – 'Read & Write' and 'Read Only'
 - Direct access to information by all relevant parties
 - Electronic signature – no emails necessary
 - Use of standard contract forms
 - Notices linked to each other
 - Tracking of actions – traffic light system - gives notice of response required
 - Only contractually designated persons can send notices
 - Contemporary record of events & costs is provided
- 5) All contractual communication required under the contract are to be made under the CAMS unless the *Employer* has suspended use or instructed it is not to be used.
- 6) Formal correspondence and notices are by letter or a fax-mail, except where the CAMS is used, and addressed for the attention of the *Employer's* relevant representative for each respective Task Order. Email is not to be used for formal contract correspondence but is acceptable as a means of forwarding correspondence. All documents supplied to the *Employer* formally or informally, for the purposes of information, comment and approval or otherwise, have a unique reference number. With the exception of drawings which must comply with S1037, the *Contractor* employs its own company document numbering system, so long as it satisfies the requirements of this contract.

3.13.2 Document Management

- 1) The *Contractor* provides documents in accordance with the *Employer's* document management system and co-operates with the *Employer* where necessary in the capture and recording of all documentation required by the *Employer's* processes and this contract.

4 Constraints on how the *Contractor* Provides the Services

4.1 General constraints

- 1) The *Employer's* property (stations and infrastructure and associated and adjacent areas) and hence the *Contractor's* working environment and working areas are heavily regulated and significantly constrained by health, safety, environmental and operational needs.
- 2) The following sets out the general constraints associated with Providing the Service, further constraints may be set out in a Task Order and contained in the instructions of the *Employer* issued from time to time.

- 3) The *services* are subject to a wide range of constraints and in particular those set out in the *Employer's* standards for undertaking work to, within and on the *Employer's* property (the Standards). The *Contractor* complies with the Standards as set out herein and as identified as being applicable to the *services* either within a Task Order or at the instruction of the *Employer*.
- 4) Should the *Contractor*, at any time, be unsure of the application of any Standard he contacts the *Employer* for clarification before undertaking any of the *services*.
- 5) The *Contractor* does not allow any person to work more than 12 shifts out of 14. The *Contractor* takes this restriction into consideration when planning to Provide the Service, in particular where works are carried out at weekends.

4.1.1 QUENSH

- 1) The *Employer* manages his obligations for quality, environment and health and safety through his category 1 Standard 1-552 QUENSH. This Standard contains numerous provisions that must be undertaken in order for works to be undertaken within the *Employer's* premises.
- 2) The majority of the individual QUENSH requirements are undertaken by the *Employer* acting as Principal Designer, Principal Contractor and Designer as defined in the CDM Regulations.
- 3) It is the *Employer's* objective to minimise the administrative burden upon the *Contractor* and therefore where the *Contractor* is required to undertake an activity associated with QUENSH it is identified by exception in a Task Order.
- 4) Examples of the QUENSH enabling duties that are undertaken by the *Employer* include:
 - Access
 - Storage and materials licences
 - Hot works permits
 - Movement of materials licences
- 5) Examples of QUENSH requirements with which the *Contractor* complies includes:
 - The *Employer's* drugs and alcohol policy
 - Medical certificates for his employees
 - The *Employer's* general safety arrangements
 - Site Person in Charge
- 6) Note: QUENSH and other Standards are written in generic terminology to suit the *Employer's* business, therefore when the *Contractor* is determining his obligations he interprets the document accordingly, as the context requires, and in particular the following:
 - Client means *Employer*
 - Supplier means *Contractor* which includes his subcontractors.
- 7) The QUENSH menu will apply to all Task Orders placed under this Contract and the Price List for each Task Order will be inclusive of any costs associated with complying with QUENSH.

4.1.2 Construction

- 1) Where the *services* affect directly or indirectly any structures owned by Network Rail, the *Contractor* complies with any relevant Network Rail or railway group standard that may apply.
- 2) The *Contractor* carries out the services in accordance with the Standards, British Standards, International and European Standards and in a way which minimises the impact on the *Employer's* operations and the public.
- 3) Where any of the Standards conflict the *Contractor* contacts the *Employer* to resolve the conflict in accordance with the *Employer's* instructions.

4.1.3 S61 consent

- 1) The *Employer* will obtain a Section 61 of the Control of Pollution Act consent with the relevant local authority for the *services* as described in any Task Order.
- 2) The *Contractor* complies with the requirements of any consent so granted as detailed in a Task Order.

4.1.4 Car Parking

- 1) Car parking at any location at which the *services* may be carried out is generally not available unless agreed with the *Employer*. Where car parking cannot be agreed with the *Employer* the *Contractor* makes his own arrangements, and informs the *Employer* accordingly.

4.1.5 Deliveries

- 1) The *Contractor* identifies the appropriate access and delivery routes to any site area, working within the constraints of Section 61 notices, any applicable standard or legislation, and ensuring safe access is maintained to the *Employer's* property at all times for staff, customers and the emergency services.
- 2) All deliveries and collections are to be via road and are to be arranged and managed by the *Contractor*.

4.1.6 Materials, Plant, Equipment and Storage

- 1) Unless otherwise stated in a Task Order, the *Employer* has made no explicit provision for storage of materials, plant and equipment at any location.
- 2) Where a storage area is provided to the *Contractor* at any working location, the *Contractor* is to comply with all the *Employer's* site protocols (i.e. those associated with the *Employer's* safety arrangements for hoardings, storage and fire compliance). These are deemed to be included in a Task Order.
- 3) The *Contractor* maintains records of all materials, plant and equipment stored at any working location and makes them available to the *Employer* from time to time.

4.1.7 Communications

- 1) The use of radio communications is strictly forbidden.

4.2 Access Arrangements

4.2.1 Access

- 1) Access to the *Employer's* property and the working locations is strictly controlled. All access to the *Employer's* property is subject to the Access Code. This document sets out broadly how access to the *Employer's* property is controlled and communicated.
- 2) The *Contractor* complies with all access restrictions that may affect the *services*, in particular those set out in any safe system of work, whether or not set out in this contract.
- 3) Subject to any specific requirements set out in a Task Order, in general the *Employer* prepares an access plan (Access Plan) for each specific working location with which the *Contractor* complies.
- 4) The *Contractor* provides support and assistance to the *Employer* in the development of any Access Plan as required.
- 5) The *Employer* does not guarantee uninterrupted or exclusive access for the *Contractor* to Provide the Service.
- 6) Where access is granted to the railway lines in order to Provide the Service, the *Contractor's* access may be interrupted by the passage of trains. The *Contractor* complies with the instructions of the *Employer* in this regard and takes measures to alleviate and minimise the impact of such disruption in the Provision of the Service.

4.2.2 Frustrated Access

- 1) Notwithstanding the Access Plan, access to the *Employer's* property and working areas may be frequently frustrated by other operational requirements at short notice. The *Contractor* develops contingency plans to mitigate the effects (such as re-deployment of resources or re-sequencing of the *services*) of frustrated access to the working areas.

- 2) In the circumstances where the *Contractor's* access to the *Employer's* property is frustrated the *Contractor* completes a Frustrated Access Form (provided by the *Employer*) and issues it to the *Employer* the following day.

4.2.3 Interference with traffic

- 1) The *Contractor* Provides the Services in such a manner so as not to cause any obstruction, interruption, hindrance or endanger or interfere in any way with the operational railways of the *Employer*.
- 2) The *Employer* affords the *Contractor* reasonable facilities to enable him to Provide the Service, however the *Contractor* strictly observes any rules, regulations or instructions he may receive from time to time from the *Employer* or any representative of the *Employer* with responsibility for the operational safety of the railway.

4.2.4 The *Employer's* specific training and certificates

- 1) The *Contractor* is responsible for ensuring that all his staff, agents and personnel are suitably trained and competent and carry the appropriate and requisite certification for performing the roles required of them in Providing the Service.
- 2) The *Contractor* is responsible for arranging, booking, and paying for all requisite medicals, training and certification of his staff and / or personnel. Details to be provided by the *Employer* upon request.
- 3) The *Contractor* provides, and maintains ready for inspection at any time by the *Employer* a competency matrix, including a register of all *Employer* specific training certificates for his personnel involved in Providing the Service detailing:
- Name
 - Training undertaken
 - Certification held
 - Any relevant expiry date of training or competency
 - Other relevant competency information

4.2.5 Sentinel Smartcard

- 1) Sentinel is the membership and smartcard scheme for Engineering and Construction workers on the *Employer's* railway network. The smartcard system is used on all projects within the stations modernisation and refurbishment programmes, as well as certain projects within asset maintenance.
- 2) All *Contractor* personnel require a valid Sentinel smartcard in order to access the *Employer's* property and carry out works on the *Employer's* operational infrastructure.
- 3) The *Contractor's* personnel obtain their smartcards by registering with RISQS and Sentinel, before completing the TfL Worksite Safety Induction which be completed on the e-Zone. and being granted a card. Personnel are expected to study the learning material in their own time, at no cost to the *Employer*.
- 4) The *Employer* ensures that the Sentinel team has been formally notified of the *Contractor's* award of contract. On receipt of such notice, the Sentinel team set up an on-line account for the *Contractor* to enable him to book and pay for all *Contractor* personnel assessment training and for the issuing of Sentinel Smartcards. For information on how to obtain a Sentinel smartcard, the cost and medical requirements, contact the Sentinel team as follows at the following link: <https://sentinel@tfl.gov.uk/>
- 5) The Sentinel smartcard is specific to an individual, is not transferable and is valid for a 5-year period.
- 6) The *Contractor's* personnel carry their Sentinel smartcard at all times when Providing the Service and present them to any authorised representative of the *Employer* for inspection when requested to do so. Failure to produce a valid smartcard, or requisite certification, for inspection may result an individual being instructed to leave site.
- 7) The smartcard does not entitle the *Contractor's* staff or personnel to any benefits other than permitting access to the site for the purpose of Providing the Service during the agreed hours of work. The smartcard remains the property of the *Employer* and is required to be returned immediately when instructed by the *Employer*.
- 8) For certain exceptional circumstances it may not always be practical or cost effective to enrol the *Contractor's* personnel on a Sentinel smartcard training course. Such scenarios whereby temporary LUA-LU Paper Certificates are issued instead of a Sentinel smartcard include;
- Specialised contractors requiring limited access

- Survey work requiring limited access

If the *Employer* decides to permit exceptional access to a site or working areas, the *Contractor* must obtain the *Employer's* written acceptance regarding the personnel and work activities prior to commencement on site.

- 9) The *Employer* provides a health and safety site briefing to any visitor who must sign a form to confirm that they have received the briefing and understand the site rules and their respective responsibilities as a visitor. The *Contractor* ensures that any visitor does not access any site unless a health and safety briefing has been given by the *Employer* and that the visitor is accompanied by a representative of the *Contractor* with a valid Sentinel card at all times.

4.2.6 Sentinel – Access Control

- 1) The *Contractor's* attention is drawn to the fact that access to any site is limited.
- 2) When booking in and out of a site, the *Contractor's* staff and personnel report in, record entry and exit, and present their smartcards and/or visitors passes when and where required, in accordance with the local access control arrangements.
- 3) Where a smartcard reader is installed on a site as part of the local access control arrangements, then all *Contractor* staff and personnel as a mandatory requirement swipe their smartcard on entry and egress from the site. Any individuals found on a site where such a card-reading system is in place who have not followed such a procedure may be instructed to leave site for the duration of the associated shift, regardless of whether or not they may hold the appropriate smartcard.

4.2.7 Work in switch rooms, machine and equipment rooms

- 1) The *Contractor* ensures that access to secure rooms (switch rooms or switch cupboards and the like) is only undertaken by a QAF54 certified key holder in accordance with the Standards. The *Contractor* ensures that his personnel are certified to QAF54 such that no work is undertaken in any such area without a certified key holder present.

4.2.8 Access within the Railway Environment not forming part of the *Employer's* premises or property

- 1) Where Network Rail is responsible for the operational running of certain assets within a site, the access required by the *Contractor* in Providing the Services is subject to additional Network Rail access rules at certain locations. This includes minimum access permits for operatives and site safety supervisors.
- 2) The *Employer* makes arrangements via the appropriate Network Rail process for any works requiring access to the track or the area near the track requiring possessions of the railways or isolations,.

4.3 Matters pertaining to a site

- 1) Notwithstanding the requirements within this section, the *Contractor* is referred to a Task Order and the requirements therein for any specific or overriding requirements in relation to the areas where the services are provided.

4.3.1 Reporting on arrival/departure

- 1) All *Contractor's* staff and personnel shall be required to book on and off from the site in accordance with the Standards and procedures as detailed in the relevant Task Order.

4.3.2 Use of a Site

- 1) The *Contractor* is required to exercise proper control over his staff and personnel and to confine them to those areas made available to him. All other areas in the *Employer's* working areas, site etc are strictly prohibited.
- 2) The *Contractor* familiarises himself with and observes any local authority restrictions relating to access to or from the site pertaining to each Task Order.
- 3) The *Contractor* keeps any access routes clear of obstruction by his plant, equipment, materials, rubbish etc, and makes good any damage arising from his operations to the satisfaction of the *Employer*.

4.3.3 Existing services, cables, equipment and the like

- 1) Public and Private Utility Equipment: The *Contractor* Provides the Service in accordance with the recommendations of the National Joint Utilities Group in respect of procedures for avoiding danger from underground cables, including:
 - No electric cables or other services are cut into until the *Contractor* has taken steps to ensure, in conjunction with the authority responsible for the service, that the cable or other service is dead.
 - Should any damage be done to any service, the *Contractor* immediately reports the damage to the *Employer*.
 - The *Contractor* co-operates in maintaining access to all areas and rooms where others require access for maintenance, unless otherwise agreed with the *Employer*.
- 2) Any diversion, alteration or reconstruction of any existing sewers, drains, gas, water or electric mains, cables and overhead wires or any other services will normally be carried out by the relevant statutory authority or owner. If the *Contractor* requires any services to be diverted or relocated, the *Contractor* advises the *Employer* at the earliest date it was reasonable for the *Contractor* to be aware, or should have been aware, that work was required to it.
- 3) The *Employer* agrees the extent and details of any work with the statutory authority or owner to whom he will also issue the necessary orders. The *Contractor* co-operates in providing every facility for such works to be carried out at such times and in such manner as the *Employer* may direct.

4.3.4 Materials found on a site

- 1) All existing materials on the site and all articles uncovered by the *Contractor* remain the property of the *Employer* unless otherwise stated in a Task Order or instructed by the *Employer*.

4.3.5 Heritage / ownership of equipment removed

- 1) Details of any materials or equipment or features of interest desired to be retained by the *Employer* will be listed within a Task Order. The *Contractor* ensures the relevant asset is protected and stored as necessary to retain its condition prior to its transfer to an *Employer* nominated storage area.

4.3.6 Searches

- 1) The *Contractor's* personnel working anywhere within the *Employer's* property may be subject to random searches at the direction of the *Employer*. This may include any persons and vehicles entering or leaving a site.
- 2) The *Employer* consider any failure to permit a search as a breach of contract and in such circumstances the *Contractor* arranges for such person to be removed from any site and no longer be engaged in Providing the Service.
- 3) Personal searches are confined to bags and equipment. Under no circumstances are body searches conducted. If circumstances deem such action to be appropriate; the matter will be brought to the attention of the police.

4.3.7 Damage to works and protection to adjoining structures

- 1) The *Contractor* does not carry out any services liable to damage the stability of the *Employer's* premises and adjoining buildings. No cutting through floors, roofs or walls will be permitted except as shown on the design drawings as accepted by the *Employer*.

The *Contractor* protects from damage any adjoining buildings and premises.

4.3.8 Protection of the services

- 1) Unless expressly stated otherwise in a Task Order, the *Contractor* is responsible for protecting his services.

4.4 Work Related Road Risk: Version – November 2014

4.4.1 Fleet Operator Recognition Scheme Accreditation

- 1) Where the *Contractor* operates Delivery and Servicing Vehicles to Provide the Services, it shall within 90 days of the *starting date*:
 - (unless already registered) register for FORS or a scheme, which in the reasonable opinion of LUL, is an acceptable substitute to FORS (the "Alternative Scheme"); and ;

- (unless already accredited) have attained the standard of Bronze Accreditation (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 Service Provider has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

4.4.2 Safety equipment on vehicles

1) The *Contractor* ensures that any Lorry, which it uses to Provide the Services, shall:

- Have side guards fitted, unless it can be demonstrated 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;
- Have 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;
- Have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and
- Have 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.

4.4.3 Driver Licence Checks

1) Where the *Contractor* operates Delivery and Servicing Vehicles to provide the Services the *Contractor* shall ensure that:

- it 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 Services has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Services 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 TfL within the last 12 months:
 - 0 – 3 points on the driving licence – annual checks;
 - 4 – 8 points on the driving licence – six monthly checks;
 - 9 – 11 points on the driving licence – quarterly checks; or
 - 12 or more points on the driving licence – monthly checks

4.4.4 Driver training

1) Where the *Contractor* operates Delivery and Servicing Vehicles to Provide the Services the *Contractor* shall ensure that each of its Drivers undergo 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.

4.4.5 Collision Reporting

1) Where the *Contractor* operates Delivery and Servicing Vehicles to provide the Services, the *Contractor* shall:

2)

- Ensure 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 *starting date*, provide to LUL a Collision Report. The *Contractor* shall provide to TfL an updated Collision Report within five (5) working days of a written request from TfL.

4.4.6 Self-Certification of Compliance

- 1) Where the *Contractor* operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the *starting date*, the *Contractor* shall make a written report to LUL detailing its compliance with Clauses 4.4.2, 4.4.3 and 4.4.4 of this Service Information (the "WRRR Self-certification Report"). The *Contractor* shall provide updates of the WRRR Self-certification Report to TfL on each three month anniversary of its submission of the initial WRRR Self-certification Report.

4.4.7 Obligations of the Contractor Regarding Subcontractors

- 1) The *Contractor* shall ensure that those of its sub-contractors who operate Delivery and Servicing Vehicles to Provide the Services shall:
- Comply with Clause 4.4.1 of this Service Information; and
 - Where its subcontractors operate the following vehicles to Provide the Services shall comply with the corresponding provisions of this Contract:
 - For Lorries – Clauses 4.4.2, 4.4.3, 4.4.4 and 4.4.5 of this Service Information; and
 - For Vans – Clauses 4.4.3, 4.4.4 and 4.4.5 of this Service Information,
 - as if those sub-contractors were a party to this Contract.

4.4.8 Failure to Comply with Work Related Road Risk Obligations

- 1) Without limiting the effect of any other clause of this Contract relating to termination, if the *Contractor* fails to comply with Clauses 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5, 4.4.6 and 4.4.7 of this Service Information:
- The *Contractor* has committed a material breach of this Contract; and
 - TfL may refuse the *Contractor*, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by TfL for any purpose (including but not limited to deliveries). Any Losses arising from such refusal of entry shall constitute a disallowed cost.

5 Programme requirements

5.1 Programming the services

- 1) The *Employer* will be using a production focussed planning system to deliver the services. The *Contractor* inputs into and co-operates with the *Employer* and all parties involved in providing works and services in a station. Whilst the level of programming input may vary with each Task Order the *Contractor* provides input at daily, weekly, monthly, and programme level planning meetings and workshops.

6 The Contractor's design

6.1 General

- 1) Where the *Contractor* is required to undertake design in order to Provide the Services this Section 6 (The *Contractor's* design) of the Service Information applies. The extent of the design service required is set out in the Task Order.

6.2 Role of the Contractor in design

- 1) The *Contractor* shall undertake the duties of the Principal Designer under the CDM Regulations.
- 2) The *Employer* will follow the principles of LU standard S1538 with a series of assurance gates where assurance deliverables will be submitted.
- 3) The *Employer* expects the *Contractor* to Provide the Service with its own employees (or directly employed staff). However, where this is not possible the *Contractor* submits details of any *subcontractors* to the *Employer* for consideration and acceptance with any proposed Task Order. For the avoidance of doubt, all external resources are considered subcontractors including agency and associated type resources.

- 4) The *Contractor* continues to provide design support services, as detailed herein, throughout the project life cycle and close-out periods, and supports the *Employer* in the efficient delivery of the project.
- 5) A Task Order may require the *Contractor* to take on the roles of Design Manager and/or Designer (as defined in sections 6.2.5 and 6.2.4 below) to complete both Concept and Detailed Design as defined in the TfL Pathway, produce trade package procurement information and provide further services through to project close out.
- 6) As Designer, the *Contractor* provides:
 - Attendance at site to undertake survey and specify additional survey requirements (see section 6.3.3);
 - Designs, including specifications, schedules and drawings in accordance with the *Employer's* requirements and design programme/project programme;
 - Designers' risk assessments and other deliverables under the CDM Regulations;
 - Designs that are appropriately checked and approved prior to issue;
 - Designs, and other assurance deliverables to the *Employer*;
 - Co-ordinated design with that of others; and
 - All other design duties required by the CDM Regulations.
- 7) Where engaged as Design Manager, the *Contractor* provides:
 - A Design Management Plan or equivalent arrangements, reviewed and updated as necessary;
 - A fully integrated design schedule to achieve the delivery of the assigned design packages to the Employer in accordance with agreed programme and requirements;
 - Assurance that all design documents are prepared, checked and annotated by suitably qualified persons in the appropriate discipline or speciality;
 - Delivery to the stated project milestones;
- 8) The *Contractor* supports the *Employer* through the management of the design activities so that project requirements and milestones are delivered timely and effectively.
- 9) The *Contractor* is to co-ordinate the integration of his design and that carried out by others where these impact upon his design.
- 10) The Design Management Plan defines the engineering strategy that will be adopted in the delivery of a specific project. The *Employer's* Project Engineer arranges any required supplementary meetings between the *Contractor's* design team and external interfaces/Stakeholders which are deemed key to the design process.

6.2.2 Contractor's design - Task Order response deliverables

- 1) The *Contractor* shall perform all activities and provide all resources necessary to develop and manage the design and shall support the development of a construction methodology in accordance with the Task Order.
- 2) In response to a proposed Task Order, the *Contractor* provides a Technical Design Overview including a detailed review of all technical documentation related to the Technical Requirements Specification and provides confirmation that they can comply with all aspects of Scope with any exceptions noted.
- 3) The *Contractor*, within their Technical Design Overview, clearly identifies to the *Employer* key risks which they have identified, and outlines their proposals to mitigate these or any aspect of the works for which determination of requirements/risks is reliant upon engagement with others.
- 4) The *Contractor* provides a draft design programme.
- 5) The *Contractor* shall ensure that the multi-disciplinary technical delivery of the contract is led by an experienced design manager to ensure the delivery of a high quality, fully co-ordinated and integrated design solution.
- 6) Where specialist activities are required the *Contractor* shall demonstrate to the satisfaction of the *Employer* that personnel engaged to undertake the work are fully qualified and certified to carry out the task. Where this cannot be demonstrated the *Employer* has the right to direct removal of these persons.

- 7) Where the *Employer* directs the removal of persons the *Contractor* shall replace them with persons of proven competency in a timely manner ensuring that project/contract delivery milestones are not compromised.
- 8) The *Contractor* provides a resource schedule in support of their Task Order estimate showing for each activity on the draft design programme:
 - The employed individuals' grades and contract rates; and
 - The individuals' allocated durations.
- 9) The draft design programme and accompanying resource schedule shows separately the resources required for each of the following stages:
 - Concept design;
 - Detailed design;
 - Specialist design;
 - Delivery design support; and
 - Close-out activities.
- 10) Where not previously submitted, the *Contractor* provides the CV's of all staff used to Provide the Services, along with confirmation of their competency status and how any competency shortfalls are managed.

6.3 Scope of services

6.3.1 General

- 1) The *Contractor* provides design solutions for the items listed in the Technical Requirements Specification provided with each Task Order including all associated documents, drawings, schedules and reports.
- 2) The *Contractor* provides the deliverables prescribed by each Task Order.

6.3.2 Design development

- 1) All design is developed in accordance with appropriate LU Category 1 Standards, Building Regulations and BS/EN Standards as applicable. If compliance with the LU Standards cannot be achieved, the Contractor applies for a concession via the Employer's Project Engineer as described in section 6.3.9 (7).
- 2) The Contractor develops their designs to meet the Technical Requirements Specification for each of the following stages: -
 - Feasibility
 - Concept
 - Detailed
 - Design changes during construction
- 3) The *Contractor* provides a design programme for the activities associated with each Task Order in accordance with section 6.4.1 and the conditions of contract to provide the Engineering Design Strategy that will be employed to deliver the design activities. The design work is to be organised, managed and controlled as defined in LU Pathway.
- 4) Detailed Design may include setting out information in critical areas where provision of this information is required to aid efficient design delivery by other trade contractors.
- 5) Each design includes:
 - Technical designs and specifications, sufficient to co-ordinate components and elements of the project and information required by statute and for construction safety;
 - Preparation of production information in sufficient detail to enable the works to be delivered;
 - Details of the required test criteria for the commissioning of design elements, including integration testing where appropriate; and
 - Other detailed design deliverables for assurance prescribed by a task order.

- 6) The *Contractor* shall establish/define all relevant third party designs to be delivered by others and agree these with the *Employer*.
- 7) In terms of EMC, the design must:
 - ensure that the apparatus is integrated into the fixed installation for which it was intended;
 - on installation respects the intended use of the apparatus; and
 - via installation criteria, apply good engineering practice and applicable LU Category 1 Standards.
- 8) The *Contractor* ensures that design and specifications produced are accurate, sufficiently detailed, fully coordinated and in compliance with the Standards, such that they can be used by other, with the confidence that the design can be built as shown, and that if built as designed, it satisfies the Standards and other Employer requirements incorporated within the approved design solution.
- 9) Pursuant to the above clause, the *Contractor* does not leave unresolved interfaces or details on any drawings, other than with the express approval of the Employer.
- 10) All design documentation (drawings, specifications, schedules, etc.) are signed by the *Contractor's* Designer and checker prior to submission to the Employer.
- 11) The *Contractor* prepares Verification and Validation (V&V) Reports to demonstrate that the requirements have been met by all submitted designs and presents them at Concept, Intermediate, Detailed and Implementation Design Reviews.
- 12) The *Contractor* is vigilant of any third party activity which may impact on their design proposals and supports the Employer in identifying key interfaces or risks.
- 13) In the unlikely event that a design is proven to be unbuildable or unsuitable on site, the *Contractor* arranges to have the design altered promptly and in such a manner so as not to compromise the overall project delivery programme.
- 14) Where required, the design of any temporary works is included in the Technical Requirements Specification and is subject to the requirements included herein.
- 15) Integration of the designs is managed in accordance with the Contractor's design management arrangements and undertaken on the Employer's Composite CAD model (see section 6.3.8), managed through the design progress meetings and subjected to cross discipline Concept, Detailed and Implementation Design Reviews.
- 16) The *Contractor* submits, within 3 weeks of a Task Order award, their own management plans covering the requirements of the following:
 - Project Assurance Plan;
 - Systems Engineering Management Plan; and
 - Design Management Plan.
- 17) A single plan which covers the requirements of the above documents is acceptable, where applicable and any reasonable standardisation across Task Orders is considered.
- 18) The *Contractor's* design management arrangements should include their checking processes and distinguish between internal checking and 'Design Checks' in accordance with LU Engineering Standard S1538.
- 19) Where identified in a Task Order, a Human Factors Integration Plan (as defined by LU Pathway) is produced by the *Contractor* and provided to the *Employer* within 3 weeks of the issue of a Task Order.
- 20) Where identified in a Task Order, or where the *Contractor* proposes the use of "certain apparatus" as defined by the EMC regulations, an EMC Control Plan (as defined by LU Pathway) is produced by the *Contractor* and provided to the *Employer* within 3 weeks of the issue of a Task Order (or within 2 weeks of the identification of "certain apparatus" installation).

6.3.3 Design surveys

- 1) The *Employer* agrees to the extent of surveys to be undertaken as advised by the *Contractor*. The *Employer* advises the *Contractor* of any existing information that may negate or reduce the need for further surveys.

The *Employer* may instruct the use of an assumption or reduced survey scope where obtaining survey data during the design phase is not reasonable when compared with the risks it mitigates.

- 2) The *Contractor* undertakes all such surveys. Where the *Contractor* has to subcontract a survey or element of a survey (e.g. attendance) to Provide the Services he notifies the *Employer*. The *Employer* may instruct a change to the Service Information such that the *Contractor* no longer is required to undertake such survey or element of a survey and the Prices, where applicable, are reduced accordingly. The *Contractor* notifies the *Employer* within such time so as to allow the *Employer* to procure a survey or element of a survey from others whilst minimising the impact on the delivery of the associated project.
- 3) The *Contractor's* Designer will be expected to hold all required access certification (such as Sentinel, QUAFF54, Machine Room Access, etc) to enable them to access any part of the station including secure rooms, machine chambers and track locations.
- 4) Where the *Employer* decides to procure any agreed surveys that have been identified by the *Contractor* the *Contractor* provides a scope for these surveys for acceptance by the *Employer*, in sufficient detail to enable others to be engaged and undertake the survey.

The *Contractor* allows in his programming of the services 4 weeks (or such other time as is advised) from the *Employer's* acceptance of the survey scope for the *Employer* to obtain the survey information.

Where precise definition of the survey needs to be determined on site, the *Contractor's* Designer attends the survey to provide ongoing direction.

- 5) Where the *Employer* procures a survey he provides un-interpreted information to the *Contractor* for them to Provide the Service and the *Contractor* interprets such information accordingly.
- 6) Minimum survey requirements are included in the *Contractor's* deliverables provided with a Task Order proposal.

6.3.4 Design reviews

- 1) The *Employer* may undertake reviews, as applicable, of the *Contractor's* designs at the *Contractor's* premises and/or satellite premises at any stage of the design development.
- 2) Formal verification is undertaken in accordance with the Design Reviews Pathway product. These reviews provide confidence to the *Employer* that the design:
 - supports delivery of the intended business objectives;
 - can be built, commissioned, operated and maintained;
 - designs provide sufficient detail to enable construction under the SWIP:ASPIRE strategy;
 - is compliant with Standards; and
 - has been produced by the approach set out in this document.
- 3) Following production of a design stage, a Design Review is held by the *Employer's* Project Engineer. This review confirms that the developing design satisfies the requirements set out in the SRS and that the optimum engineering option has been selected. Relevant stakeholders are invited to comment on the design and when agreed by the *Employer*, the comments shall be incorporated into the developing designs.
- 4) Verification that the requirements contained in the SRS and the deliverables prescribed by the Task Order have been provided is evidenced by the *Contractor* at the design reviews in their V&V report.
- 5) Unless expressly agreed otherwise with the *Employer*: Concept, Intermediate, Detailed and initial Design implementation Design Review are undertaken. Implementation design reviews are also undertaken in accordance with section 6.3.10.
- 6) All Design Review deliverables are provided to the *Employer* by the *Contractor* for review 10 working days prior to the review taking place. The *Contractor* shall respond within 2 working days to any comment/query raised by the *Employer*. The *Contractor* presents their designs at the Design Reviews.
- 7) The *Contractor* liaises with the *Employer* and where applicable the *Employer's* representatives during design development to ensure the proposed solutions are viable with regard to buildability and maintainability and where required, amend the designs accordingly.

6.3.5 Maintenance considerations

- 1) In accordance with the principles of CDM, the *Contractor* identifies options for reducing the need for maintenance or the associated health and safety risks of maintenance activities, so far as is reasonably practical and commensurate with the stage of the design.
- 2) The *Contractor* maintains an up to date designer's risk assessment, documenting any risks to operations and maintenance and the necessary ongoing mitigation. At Task Order Completion, the register is updated to show only residual risks relevant to the operators and maintainer.
- 3) The *Contractor* provides asset and life-cycle cost information for Mechanical, Electrical and Communication assets.

6.3.6 Drawing requirements

- 1) Where there is a requirement for the *Contractor* to undertake CAD work, then this shall be agreed in the task order where the *Contractor* has compliant CAD capability.
- 2) If included within a Task Order, all CAD data, created or generated by the *Contractor* must comply with LU Category 1 Standard S1037 Computer Aided Design (CAD) Data. This requires:
 - CAD data created by, or supplied to the *Employer* is in the v8 DGN file format;
 - the engineering content of the CAD data, is managed within the *Employer's* CAD data management system called Bentley Projectwise;
 - data shall be created using Bentley applications to ensure the integrity of the file Microstation v8i or the version currently in use by the *Employer*;
 - all spatial data within the CAD Models is drawn to the London Survey Grid as detailed in LU Standard S1-026 Topographical Surveys and Mapping; and
 - all CAD files supplied to the *Employer* is subject to a CAD compliance check based on the mandatory requires set out in S1037 and any non-compliances are rectified by the *Contractor* before being accepted by the *Employer*.
- 3) In accordance with clause 101 of the conditions of contract the *Employer* owns all drawings, CAD files and associated PDF's generated from the model through all stages of the contract. The *Employer* issues all relevant LU CAD Standards to the *Contractor*.
- 4) The following guides and resources will be issued as appropriate:
 - LU Design Guides; and
 - LU Recourse DGNLIBS: Seed Files, LU Borders, Cells, Uni-Class Level Structure, etc.
- 5) Any available survey information and existing CAD files are provided by the *Employer* with the Task Order.
- 6) The *Contractor* submits a Drawing Schedule for each work package for acceptance by the *Employer* within 3 weeks of being issued a Task Order.
- 7) As a minimum the *Contractor* provides the following in advance of all design reviews and for the 'construction' and 'as-built' packages:
 - Hard Copy Drawings - 1 No. A3 set of colour paper plots;
 - All CAD Files compliant with the DGN file format (refer to S1-037);
 - Models;
 - Composite Models;
 - Drawing Definitions;
 - Adobe Acrobat Portable Document Format (PDF) to match all drawings definitions;
 - Master Document Index (PW Index Sheet).
- 8) The *Contractor* ensures compatibility with the following software:
 - Bentley Microstation v. 08.05.02.55
 - Bentley Navigator v. 08.06.00.16
 - Bentley Projectwise v. 08.09.03.70

- Bentley Interference v. 08.05.04.13

9) All standard images files are accepted by the *Employer* i.e. TIFF, JPEG and Adobe PDF

6.3.7 Design Assurance

- 1) The *Employer* utilises a project specific company management system known as Pathway. Pathway is based on a set of project phase specific products which must be produced to enable the project to progress to the next phase of works. Whilst management and delivery against Pathway remains the *Employer's* responsibility, the *Contractor* is required to produce or assist in the production of some of the Pathway products. These have been listed in this scope of services or will be included in the deliverable list within the Task Order.
- 2) Design does not progress until the identified acceptances have been gained.
- 3) No project successfully passes any Pathway gate unless the assurance evidence is in place and has been independently verified by the *Employer's* Appointed Accredited Engineers and accepted by the *Employer's* Lead Project Engineer
- 4) The *Contractor* provides to the *Employer* for acceptance, within 3 weeks of issue of the Task Order, a Project Assurance Plan in compliance with LU Standard S1538 (Assurance) clauses 3.3.3 and 3.3.4 detailing how they will comply with the *Employer's* engineering assurance arrangements.
- 5) Before the *Employer's* accredited assurer accepts any detailed design, the relevant design check certificates will be produced by the *Contractor*. The requirements for production of design check certificates are contained in LU Standard S1538.
- 6) Where required, the *Contractor's* Designers must provide HF assurance documentation for acceptance by the Appointed Accredited Engineers prior to design acceptance and must include a Human Factors Task Analysis (as defined by LU Pathway) if appropriate.
- 7) Where practicable, designs must be compliant with the LU Standards. If this is not practicable then a concession is sought by the *Contractor*. Concessions are only sought for the introduction of non-compliance within the limits of the agreed project scope.
- 8) The requirements for concessions are contained in LU Standard 1-641 Concessions to Standards and 1-626 Category 2 Standards. The *Employer's* Project Engineer is responsible for gaining approval for concessions submitted by the *Contractor*. All concessions must be identified in design reports and must be approved prior to the *Employer's* acceptance of a detailed design submission.
- 9) At the end of the detailed design stage, a final Design Review is held. This review also checks that the design deliverables, including Single Disciplinary Check Certificates (SDC), Interdisciplinary Check Certificates (IDC) and designers risk assessments are in place. Comments on the design are incorporated by the *Contractor* prior to final design assurance sign off and acceptance.

6.3.8 Engineering controls

- 1) The *Contractor* is responsible for compliance with the *Employer's* processes, that control aspects of engineering and work on the *Employer's* stations.
- 2) The *Contractor* is responsible for providing all requisite information, including completed application forms where required to the *Employer* (eg see 5 below) to enable the *Employer's* Project Engineer to submit and obtain acceptance on behalf of the *Contractor* to meet the *Contractor's* programme.
- 3) The *Contractor* allows a minimum of 7 days in addition to the required approval periods identified in the controlling process to enable the *Employer's* Project Engineer to compile, submit and return any associated applications.
- 4) Where applicable, evidence of approval is referenced in the Final Design Report.
- 5) The *Contractor* complies with the following processes:
 - Load Applications - Any works that increase or decrease the electrical loads, whether temporary or permanent, on a station only takes place once a Load Application has been approved in accordance with LU Standard S1100 'Load Change Application Requirements for Electrical, Compressed Air and other Services'

- Track Clearance Approval - When works are undertaken on operational platforms, Track Clearance Approval is obtained in accordance with LU Standard S1156 Gauging and Clearances for any hoardings, temporary or permanent works
- Building Control - This process mirrors that of an external local authority and achieves compliance with the London Building Act 1984. Approvals are obtained in accordance with LU Building Control Procedure W0008
- Cutting, Drilling and Fixing Logs - Any drilling, fixing and grinding of structural assets is managed in accordance with LU Standard S1063 'Civil Engineering - Cutting, grinding, drilling, fixing to and supporting from existing structures'. This requires the projects to complete Cutting, Drilling and Fixing Logs which are sent to the Employer's Civil Engineering Head of Profession
- Safe Load Assessments - Safe Load Assessments are carried out in accordance with Pathway product PD-10740 Safe Load Assessment. This product is produced for all projects that could affect bridges, structures, tunnels or civil engineering assets and that involve a change in loading or required duty or there is a concern about the ability of an asset to meet its required duty. This applies to temporary (including delivery routes) or permanent works. Safe Load Assessments are undertaken by the Contractor's competent Civil Engineer and are approved by an Employer's accredited Civil Engineer
- Maintenance of Fire Compartmentation - Fire compartmentation measures are maintained throughout when a project is on site in accordance with LU Standard 1-084 'Maintenance of fire protection systems and compartmentation measures.'
- Authority to Use - Any permanent or temporary changes to the Station Fire Plans require the approval of the London Fire and Emergency Planning Authority (LFEPA). Works Impact Fire Risk Assessments (WIFRA) are prepared by the Employer; however, the Contractor is required to provide information to the Employer to support liaison with the LFEPA and support authority to use applications in accordance with LU Standard Bb224
- Asset Register Change – As part of the Asset Data Management Function (ADMF) update of the Employer's Asset Register in accordance with Asset Register Change (as defined by LU Pathway)
- Space Applications - In accordance with Space Allocation Applications (as defined by LU Pathway)
- Listed Building Consents (LBC) - Listed Building Consents to be obtained in accordance with PD-10777 List Building Consents

6.3.9 Construction programme

- 1) The *Employer* will be using a production focussed planning system for the implementation of the works. The *Contractor* inputs into and co-operates with the *Employer* and all parties involved in the development of the construction programme. Whilst the level of programming input may vary with each Task Order the *Contractor* is expected to provide input at planning meetings and workshops.
- 2) Regular liaison between the *Employer's* planner and *Contractor* is required to enable the *Employer* to produce a programme that is suitable for delivering the implementation works.

6.3.10 Delivery design support

- 1) The *Contractor* ensures staff continuity and availability to provide the necessary support to enable the *Employer* to deliver the project in accordance with the programme of works.
- 2) The *Contractor* maintains sufficient resources to support the *Employer* in the delivery phase of this project. In particular, the following activities are carried out:
 - coordination of any specialist design provided by the trade package contractors;
 - responses to technical queries and requests for information. With the exception of any extraordinary request, the Contractor responds to technical queries within 48 hours; and
 - review and co-ordination of revised detailing or any change proposed by the Employer's Project Engineer.
- 3) Any technical queries or design changes arising are managed via the *Employer's* Technical Query Process.

- 4) A set of the “For Construction” drawings is maintained by the *Contractor* and incorporate all agreed and instructed variations, site instructions and technical queries. Drawings are re-issued to reflect changes and all existing hard copy site drawings marked as superseded or withdrawn.
- 5) Design acceptance is maintained by the *Employer’s* Project Engineer via Accredited Engineer acceptance of the changes. The *Contractor* updates the Final Design Report as required for any Implementation Design Reviews to ensure that:
 - engineering integrity is being maintained throughout the life of the delivery stage;
 - compliance is being maintained, and
 - that change control processes are in place and operating effectively.
- 6) Design implementation reviews are held following significant or multiple design changes or every 3 months. The items to be provided for this review include:
 - an updated Verification & Validation Report,
 - an updated design change register
 - and the updated Final Design Report

6.3.11 Design close-out activities

- 1) The *Contractor* provides all close-out documentation prescribed by the Task Order, to enable the *Employer* to successfully close out the project and handover assets into maintenance. Activities under this heading include but are not limited to:
- 2) Update and finalisation of designer’s risk assessment and maintenance arrangements in compliance with CDM
- 3) Update or production of decommissioning arrangements for all assets installed in accordance with CDM regulations
- 4) Update of the Health and Safety File information as pertinent to the design work (Note: LU includes Health and Safety File information within the Mandatory Asset Information Deliverables (MAID))
- 5) Additionally, the *Contractor* produces as-built drawings from the red-lined “construction issue” drawings produced by each trade package contractor, and provides them in accordance with section 6.3.6.

6.4 Management of the services in respect of design

6.4.1 Programme of Contractor’s Design Services

- 1) The *Contractor* supplies and maintains a baselined design programme, fully integrated to achieve the stated project milestones. The schedule must show individual tasks, dependencies and deliverables and is, in accordance with the *conditions of contract*, submitted to the *Employer* for acceptance.
- 2) The programme is sufficiently detailed to enable the *Contractor* and *Employer* to jointly review progress at weekly progress meetings, and comply with the following requirements:
 - The programme shall be updated and submitted to the Employer at the times and interval stated within a Task Order;
 - The programme is supplied in electronic format, both in the Primavera .xer file and .pdf file format;
 - All activities are logically linked with no mandatory constraints;
 - The programme shall show total float allowances and detail critical activities. Time risk allowances for individual activities are shown where appropriate;
 - Only the “start works” milestone shall have no predecessor;
 - Only the “works completed” milestones shall have no successor;
 - No activities are longer than 2 weeks;
 - Activities descriptions shall be informative and unambiguous;
 - Progress shall be reported in terms of percentage of activity complete and remaining duration;

- 3) The programme shall clearly indicate the nature and timing of any *Employer's* input, such as provision of documentation, review of documents and submissions and meetings.
- 4) The *Contractor* shall update actual progress against the baseline Programme at the interval defined in a Task Order and will indicate as a minimum, the "time now" data date, physical percentage complete of each activity, remaining duration, float allowances and revised commencement/completion dates as appropriate.
- 5) In order to maintain the relationship with the baseline, no activities shall have the Activity ID changed or deleted. Any activities requiring deletion are to have all links and resources removed and are to be marked as complete within an appropriate WBS.
- 6) Any change in, or risk to, the programme shall be advised to the *Employer*.
- 7) The *Contractor's* programme will be used as an input to the *Employer's* production focussed planning system. Whilst the level of programming input may vary with each Task Order the *Contractor* is expected to provide input at planning meetings and workshops.

6.4.2 Meetings

- 1) A bi-weekly design review meeting is held during the course of the design development phase of the services, which is attended by the *Contractor*, any subcontractor, and is used to co-ordinate the design amongst the different disciplines to ensure that all designers are communicating effectively and progressing works at the necessary pace to achieve the programme delivery dates.

6.5 Health, safety, quality and environment (Where the *Contractor* is required to undertake design)

6.5.1 CDM applicability

- 1) The projects within this programme are notifiable under CDM regulations. The *Employer* notifies the HSE through the F10 form and submits updates as appropriate.
- 2) The *Contractor* fulfils the role of CDM Designer and undertakes to coordinate the design to satisfy all relevant CDM legislative requirements, as defined in the Accepted Code of Practice.
- 3) For the purposes of CDM compliance, the *Employer* corporately covers the role of Principal Designer. The *Contractor* cooperates and assists the Principal Designer as appropriate and as may from time to time be instructed by the *Employer*.
- 4) The *Contractor* considers and documents all risks associated with the construction, operation, maintenance and decommissioning of all new or modified assets. Such considerations cover health, safety and environmental risks, and are to be documented in the designer's risk assessments.
- 5) Any residual risks are passed on to the *Employer's* Project Engineer for inclusion in the Pre-Construction information Pack and MAID.

6.5.2 Environmental impacts

- 1) The *Contractor* considers the environmental impact of the designed works, and where appropriate for the stage of the design, develops them in such a way as to reduce impacts as far as practical. In the final design submission, the *Contractor* demonstrates how environmental impacts have been considered and minimised.
- 2) The *Contractor* records and informs the *Employer* of any significant environmental risks or issues as soon as these become known whilst Providing the Services.
- 3) The *Contractor* considers the energy consumption of the assets being designed and proposes means of reducing the energy consumed in the course of normal operation and maintenance. Such proposals are discussed with and accepted by the *Employer* before being implemented in the design. Any such considerations made and/or adopted are identified separately within the design submission.
- 4) The *Contractor* assesses the feasibility of using, and where appropriate recommends material alternatives with lower environmental impacts, such as higher recycled material content, materials sourced from sustainable or managed sources, produced with lower energy consumption/CO2 emissions and with a lower environmental impact on disposal/decommissioning.
- 5) The *Contractor* records design decisions taken that affect the waste generated and looks to reduce waste wherever practicable in support of the *Employers* target to reuse, recycle and recover construction and demolition waste through design. Decisions are recorded under the following headings:

- Type of Waste

- Action Taken
- Further Description
- Reference to project document/drawing
- Material type
- Estimated Cost Saving (£k)
- Waste reduced (weight)
- Achieved

Note: the *Employers* target across Capital Improvement Projects for reuse, recycling and recovery of construction and demolition waste is set at 77%.

7 Working with the *Employer* and others

7.1 Sharing the work site with the *Employer* and others

7.1.1 General Requirements

- 1) The *Employer's* intent is that the *Contractor* will be part of a team of suppliers delivering services to the *Employer*. As such the *Contractor* Provides the Services with due consideration of the need to plan and execute his services in full co-operation with the *Employer* and other suppliers appointed by the *Employer*.
- 2) In addition, certain operations not forming part of or associated with the services may also be carried out within or adjacent to any of the *Employer's* stations by others under separate arrangements with the *Employer* and the *Contractor* Provides the Services in full co-operation with these other operations as the need arises.
- 3) To facilitate effective co-ordination any communication required under this contract from the *Contractor* to others is copied simultaneously to the *Employer*, unless otherwise instructed by the *Employer*.
- 4) The *Contractor* co-ordinates all aspects of the services with the *Employer* and others as necessary and submits to the *Employer* for acceptance all work details including drawings from subcontractors, statutory bodies, local authorities and suppliers and agree and be responsible for the positioning of his work and/or materials to ensure that there is no conflict between different elements and the work of the *Employer* and of others.
- 5) For clarity, co-ordination in this context shall also mean the physical logistics and work-face occupation at the work site with others to Provide the Services in keeping with the programme and the master project programme.

7.1.2 Station security

- 1) The *Contractor* liaises with and accepts instructions from the *Employer's* operational staff and security managers or from British Transport Police in its independent policing role in all matters associated with the security of the *Employer's* stations assets and customers.

7.2 Co-ordination

7.2.1 Responsibility for co-ordination

- 1) The *Contractor* attends as required regular co-ordination meetings as needed to deliver the services efficiently
- 2) The *Contractor* liaises with others as to their actual progress and arranges the delivery schedules for his equipment, plant and materials accordingly.

8 Title

8.1 Marking

- 1) There will not be a general requirement to mark plant, materials and equipment away from the *Employer's* property under this contract. However, during the course of the SWIP:ASPIRE Programme category management procurement may be undertaken by the *Employer*.

- 2) The *Contractor* co-operates with the *Employer* to maximise the benefit offered by a category management approach to procurement and enters into supplemental agreements dealing with ownership and liability where necessary to give effect to this procurement strategy.

8.2 Objects of value or of historical or other interest

- 1) The *Contractor* has no title to an object of value or of historical or other interest encountered whilst Providing the Services. The *Contractor* notifies the *Employer* when such an object is found and the *Employer* instructs the *Contractor* how to deal with it. The *Contractor* does not move the object without instructions.
- 2) The *Contractor* has title to materials from excavation and demolition only as stated in a Task Order.

8.3 Disposal of removed equipment and materials

- 1) Any redundant plant, materials and equipment removed by the *Contractor* is offered to the *Employer* for use as spares and if accepted, transported to a specified storage facility as instructed by the *Employer*.
- 2) If the *Employer* decides that the redundant materials and equipment are unsuitable for re-use, then the *Contractor* arranges for the disposal of them through the appropriate recycling processes and facilities in keeping with the *Employer's* green policies and Standards.
- 3) Prior to removing redundant materials and equipment from the *Employer's* property, the *Contractor* submits for acceptance details of the proposed disposal to the *Employer*.
- 4) The proposal includes;
1. Location of existing materials and equipment for removal
 2. Programme and resources for disposal
 3. Marking, recording, evaluation of size, weight, quantities
 4. Methodology for removal and transportation
 5. Proposed facilities for re-cycling or disposal and traceability of process
 6. Likely financial benefit of disposal to *Employer*
 7. *Contractor's* additional cost of disposal of redundant equipment, plant and materials

9 Subcontracting

9.1 Restrictions for subcontracting

- 1) This section of the Service Information sets out the general requirements for any subcontract let by the *Contractor*.
- 2) There may be additional restrictions and requirements set out in individual Task Orders and where these are stated they take precedence over any conflicting requirements with this section.
- 3) It is the *Employer's* aspiration that subcontracting is kept to a minimum whilst the *Contractor* is Providing the Service. Therefore, where the *Contractor* proposes to use a subcontractor, he submits to the *Employer* for acceptance the following:
1. The name of the subcontractor
 2. The terms of engagement with the subcontractor
 3. Details of how the *Contractor* propose to manage risk exposure
 4. Reasons why the subcontractor is necessary to Provide the Services
 5. The extent to which the subcontractor is used
 6. The names of all subcontractor personnel
 7. How the *Contractor* ensures that all subcontractor personnel are suitably competent as required by this Service Information.
 8. Reasons why using the subcontractor represents best value for the *Employer*

- 4) The *Contractor* does not appoint a subcontractor until he has been accepted by the *Employer*. Any cost associated with a subcontractor that has not been accepted may be disallowed.

9.2 Requirements for all subcontracts

- 1) The *Contractor* ensures that each subcontract he lets in relation to this contract contain provisions:
1. Requiring the proposed subcontractor (and sub-subcontractors of any tier) achieve completion on or before any Task Order Completion Date and to minimise the level of cost payable by the *Employer*,
 2. Requiring the proposed subcontractor (and sub-subcontractors of any tier) to maintain accounts and records and grant audit rights to the *Employer* and its authorised representatives of an equivalent extent and nature to those required by this contract,
 3. 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,
 4. 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 IPR (including the right to grant sub-licences) not created for this contract but used to Provide the Services,
 5. Imposing equivalent obligations of confidentiality on the proposed subcontractor (and sub-subcontractors of any tier) to those required by this contract,
 6. Imposing equivalent obligations regarding Prohibited Acts and health and safety (including Safety Breaches) as required by this contract on sub-contractors (and sub-subcontractors of any tier),
 7. Imposing equivalent rights to terminate the subcontract and any sub-subcontract as stated in the contract.

10 Accounts and records

10.1 Accounts and Records

- 1) Clause 100 of the *conditions of contract* sets out the requirement to retain a complete set of records relating to the *Contractor* Providing the Services, including but not limited to:
1. All necessary information for the evaluation of claims or compensation events, whether or not relating to the *Contractor* or to any subcontractors (or sub-subcontractors of any tier);
 2. Management accounts, information from management information systems and any other management records;
 3. Accounting records (in hard copy as well as computer readable data);
 4. Contract and subcontract files (including proposals of successful and unsuccessful bidders, bids, re-bids, etc.);
 5. Correspondence;
 6. Compensation event files (including documentation covering negotiated settlements);
 7. Schedules including capital works costs, timetable and progress towards Task Order Completion;
 8. General ledger entries detailing cash and trade discounts and rebates;
 9. Commitments (agreements and leases) greater than £5,000 (five thousand pounds);
 10. Detailed inspection records;
 11. 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*;
 12. Accounts and records of the Price for Services Provided Date and all other amounts to be paid to the *Contractor* under this contract, and
 13. Testing and commissioning results.

14. Documents submitted to provide assurance and to verify compliance with the *Employer's* requirements as required by the Service Information and Standard S1538;
 15. Documents and records to be retained as required by QUENSH;
 16. Records submitted to record progress and contract performance; and
 17. Records required by other parts of the Service Information
- 2) The *Contractor* refines the lists of records to be provided and to be retained in discussion with any relevant others including asset owners, Infracos, and consenting bodies.
 - 3) Further documentation requirements are detailed in each Task Order and the requirements of any applicable Standards.

10.2 Construction Industry Scheme;

- 1) Where the Construction Industry Scheme applies to any payment made by the *Employer* to the *Contractor* under the contract, the obligations of the *Employer* to make such payment are subject to the provisions and requirements of the Construction Industry Scheme.
- 2) The *Contractor* hereby undertakes that where, in relation to any payment to be made to the *Contractor* under this contract, a certificate of registration for gross payment is required in accordance with the Construction Industry Scheme, he will for the period between the Contract Date and the final date for payment of any amount due under the final assessment:
 1. Ensure that such a certificate is in place;
 2. Provide a copy of such certificate to the *Employer* upon receipt of a written request to do so; and
 3. Will use all reasonable endeavours to ensure that no circumstances will arise whereby HM Revenue and Customs may be entitled to cancel such certificate.
- 3) The *Contractor* further acknowledges and undertakes that if the certificate referred to in sub-clause (2) above, is not in place, or ceases to be in force for any reason during the currency of this contract, he will notify the *Employer* forthwith.
- 4) If at any time between the Contract Date and the final date for payment of any amount due under the final assessment, the *Contractor* does not have a valid certificate of registration for gross payment under the Construction Industry Scheme in place, or if he fails to provide a copy of such certificate when requested to do so by the *Employer*, the *Employer* deducts any tax from payments due to the *Contractor* under the 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.

11 Tests and Inspections

11.1 Tests and inspections

- 1) For each Task Order an Inspection and Test Plan (ITP) will be developed in accordance with LUL Standard S1538 Assurance by the *Contractor* to ensure that the completed *services* meet the inspection and test criteria requirements of the *Employer* and the Standards as applicable to the *services*.
- 2) The *Contractor* co-operates with the *Employer* to implement, develop and deliver the ITP to ensure that the *services* are completed, fit for purpose and to the programme developed for each relevant Task Order as more fully described in each relevant Task Order.

11.2 Test and inspection schedule

- 1) The *Contractor* complies with the requirements of the ITP schedule developed for each Task Order and allows within his programme for his inspections and tests and those carried out by the *Employer* and others;

11.3 General inspection and testing requirements

- 1) Each ITP stipulates the necessary level and frequency of tests and inspections for each aspect of the works and also stipulates:
 1. Item(s) being inspected and tested;

2. The inspection and test activity;
 3. Acceptance criteria;
 4. Involvement of various parties including Hold Points and witness points;
 5. Controlling specifications; and
 6. Certification / documentation / records required as verification data.
 7. Minimum acceptance criteria
 8. Quality Control Procedures
- 2) All records from the inspection and testing process are referenced to the location of the item in the works, and collated and assembled as part of the verification documentation to provide Evidence that the activity has been undertaken correctly.
 - 3) The *Contractor* raises Defects and Outstanding Works lists at appropriate inspection and acceptance stages to record work that has not been completed correctly or is outstanding.
 - 4) The *Employer's* acceptance is required where an exception or deviation from specified requirements is proposed by the *Contractor*.
 - 5) The *Contractor* implements agreed remedial action prior to starting any further activities that may render the non-conforming item inaccessible or difficult to repair.
 - 6) The *Contractor* provides a copy of all test and inspection results to the *Employer* undertaken in the course of Providing the Service in accordance with the TfL Pathway product 'Notification of Works Ready for Inspection' (NOWRI), unless otherwise instructed by the *Employer*. This is part of the *Employer's* assurance process, where all, or part, of the services involved in a Task is offered for inspection for Defects by the *Contractor*.

12 Defects and completion

12.1 General completion requirements applicable to all services

- 1) This section of the Service Information contains the completion requirements applicable to all Task Orders. Further completion requirements may also be stated in a Task Order.

12.2 Task Order completion

12.2.1 Task Order completion definition

- 1) Unless otherwise stated in a Task Order, a Task Order is not considered complete unless and until the *Contractor* has:
 - Complied with all requirements stated in this contract including any additional completion requirements that may be stated in any Task Order, and
 - Corrected any notified Defects.

12.2.2 Task Order completion process

- 1) The completion requirements for each Task Order may vary dependent upon the type and nature of the *services* being under-taken. However, it is the aspiration of the *Employer* to manage completion requirements in conjunction with the progress of the *services* and the *Contractor* co-operates with the *Employer* to achieve this aim.

12.3 Cleaning

12.3.1 Cleaning of the site

- 1) At the end of each shift the *Contractor* ensures that the site is clear of all equipment and unused plant and materials and other items to permit free and unobstructed access by the *Employer* and others and offers the site for acceptance by the *Employer* prior to leaving site.
- 2) On completion of the physical construction elements of a Task Order the *Contractor* co-operates with all other contractors to undertake a "builders final clean". In particular the *Contractor* ensures that the *services* are dust and detritus free and that there are no disfiguring marks on his *services*.

12.4 Correcting Defects

- 1) The *Contractor* corrects Defects within a time which minimises the adverse effect on the *Employer* and others and in any event within two weeks of notification, subject to any access restrictions.

12.4.2 Access for correcting defects

- 1) Access to correct Defects is given in accordance with 4.2 Access Arrangements

13 Health, safety and environmental requirements

13.1 Contractor's Health, Safety, and Environmental Management systems

13.1.1 Health, Safety and Environmental arrangements

- 1) The *Contractor* has suitable and sufficient health, safety and environmental arrangements to allow him to support the *Employer* to meet his health and safety obligations.

13.2 Particular Health, Safety and Environmental requirements

13.2.1 Health, Safety and Environmental Training

- 1) The *Contractor* ensures his personnel are fully trained to enable him to Provide the Services as a competent and diligent contractor and provide support to the *Employer* in meeting his health and safety obligations.

13.2.2 Health, Safety and Environmental Requirements

- 1) The *Contractor* acknowledges the *Employer's* statutory duty to provide a safe and efficient public passenger transport service and the *Contractor* is to, at all times whilst Providing the Services have regard to those statutory duties. The *Contractor* does not in any manner endanger the safety of the Underground Network, others or members of the public and takes all reasonable steps to minimise any risk to the same.
- 2) The *Contractor* provides the *Employer* with all necessary information to allow the *Employer* to prepare and complete the Mandatory Asset Information Deliverables (MAID) document for the work they are undertaking. The list of documentation required will be specified within each Task Order using a Contract Documentation Requirements List (CDRL) prepared by the *Employer*.
- 3) The *services* are not considered complete unless the *Employer* is in possession of all Health, Safety and Environmental information required to meet the MAID requirements as specified in each Task Order.
- 4) The *Employer* is committed to reducing its environmental impact by working with the *Contractor* to ensure that their products and services meet the environmental requirements of the GLA Responsible Procurement Policy. The *Contractor* complies with the environmental sustainability strategy, for which the principles, objectives, records and environmental performance requirements are set out by the *Employer* in the following Environmental Reports and Plans;
 - LU Biodiversity Action Plan
 - LU Environment Strategy
- 5) Furthermore the *Employer* has put in place policies, procedures and initiatives to promote good health, safety and environmental behaviours and to support its aim at becoming "World Class" in its approach to these matters.
- 6) The *Contractor* supports the *Employer* in complying with these policies, procedures and initiatives to the extent that he is reasonably able to do so.

13.2.3 The Construction (Design and Management) Regulations 2007

- 1) Unless otherwise notified to the *Contractor* the *Employer* is the Client, Principal Contractor, Designer and Principal Designer for the purposes of the CDM Regulations

13.2.4 Personal Protective Equipment (PPE) and clothing

- 1) The *Contractor* ensures that he provides the appropriate PPE requirements for use of his personnel and sub-contractors and other agents involved in the contract as appropriate.

13.2.5 Use of equipment, materials or substances hazardous to health

- 1) The *Contractor* gives the *Employer* such written notice as the *Employer* instructs prior to the use under the contract of any equipment, materials or substances that may be hazardous and a risk to the safety, health or welfare of the public or the *Employer's* staff, customers and others or property.
- 2) The *Contractor* identifies the hazards and provides full details of any precautions to be taken on the use of such equipment or materials.
- 3) Where the *Contractor* has design responsibilities the *Contractor* only specifies substances and materials for incorporation in the *services* that;
 - Which are in accordance with the relevant Standards and general good building and engineering practice, and
 - Which are in accordance with the guidelines contained in any publication of the Building Council of Offices' "Good Practice in the selection of Construction Materials" current at the time of incorporation of such substances or materials into the *services*, and
 - Are approved and listed in the *Employer's* materials and plant approval register.

13.3 Detailed Safe Systems of Work

13.3.1 Safe systems of work

- 1) The *Contractor* complies with the safe systems of work prepared by the *Employer* and the *Contractor* provides task specific information to the *Employer* to enable him to prepare a suitable and sufficient safe system of work.

13.4 Control of Pollution and Environmental Nuisance

13.4.1 Noise and Vibration - General

- 1) The *Contractor* uses best practical means to reduce noise and vibration at all times and works within the relevant Section 61 requirements.

13.5 Waste Management and Reporting

13.5.1 Waste Management

- 1) The *Employer* is the Principal Contractor (PC-SWMR) for the purposes of the Site Waste Management Regulations 2008.
- 2) The *Contractor* works with the *Employer* to meet the target and submits proposals to the *Employer* regarding the areas of opportunity to exceed the waste management target figure of a minimum of 15% of total material value of the works derives from reused and recycled content.

13.6 Timber

13.6.1 Sourcing of Timber

- 1) The *Contractor* uses recycled, reclaimed and sustainably sourced timber accredited to meet the Forest Stewardship Council (FSC) standard or equivalent. Where it is not practicable to use FSC standard accredited timber, the *Employer* will accept timber accredited through other schemes approved by the Central Point of Expertise on Timber (CPET). Should the *Contractor* propose not to use recycled, reclaimed and sustainably sourced timber within the works then he obtains the *Employer's* written consent prior to starting works.
- 2) The *Contractor* is to maintain records of all timber deliveries for the purposes of this contract.

13.7 Mayor's Green Initiatives

13.8 Energy Saving and Carbon Reduction Requirements

13.8.1 Energy use and operational reduction

- 1) Where the *Contractor* is responsible for the design;
 - The *Contractor* conducts an Energy Demand Assessment that includes an:

- a. identification of all significant sources of consumption
- b. annual reduction in energy use will be specified and savings calculated

- The *Contractor* assesses the feasibility of renewable energy options as per current Mayor's London Plan. In situations where design options provide estimated annual savings but increased capital costs, the details are provided to the *Employer* for consideration by means of a variant bid as detailed in the instructions to tenders.

13.8.2 Reduction in water main consumption

- 1) Where the *Contractor* is responsible for the design the *Contractor* estimates the annual water consumption of the proposed asset and proposes the use of water efficient fittings and technology, as standard, in order to reduce water consumption.

13.8.3 Control of Vehicle Emissions

- 1) All *Contractor* and subcontractor vehicles procured or leased solely for the purposes of Providing the Services comply with the following principles:
 - Consider CO₂, air quality and noise impacts as part of the decision making process when procuring and leasing vehicles.
 - Adopt a technology neutral approach in the procurement and leasing of vehicles.
 - Meet or emit lower than the following CO₂ limits and European emission standards (Euro Standards) at the commencement of the contract:
 - (a) Cars - maximum certified CO₂ emissions of 105 g/km and a minimum of Euro V emission standards
 - (b) Vans equal to or less than 1205 kg kerb weight – maximum certified CO₂ emissions of 115 g/km CO₂ and a minimum of Euro V emission standards
 - (c) Vans between 1205 and 1660 kg kerb weight – maximum certified CO₂ emissions of 155 g/km CO₂ and a minimum of Euro V emission standards
 - (d) Vans greater than 1660 kg kerb weight – maximum certified CO₂ emissions of 215 g/km CO₂ and a minimum of Euro V emission standards.
 - (e) Heavy duty vehicles greater than 3500 kg kerb weight – Euro V emission standards.
 - Non-road diesel engines meet or emit lower than the following emission standards at the commencement of the contract:
 - (f) Non road diesel engines between 19 and 36 kW – Stage 3A European emission standards
 - (g) Non road diesel engines between 37 and 55 kW – Stage 3A European emission standards
 - (h) Non road diesel engines between 56 and 560 kW – Stage 3B European emission standards

14 Quality and assurance

14.1 Quality management

14.1.1 Contractor's Health, Safety, Environment and Quality Regime

- 1) The *Contractor* complies with the *Employer's* health, safety, environment and quality regime in force from time to time and co-operates with the *Employer* in seeking improvements thereto throughout the *service period*.
- 2) The *Contractor* complies with any and all relevant Acts of Parliament, statutory instruments or orders or any other regulations having the force of law or bye-law and all regulatory requirements relevant to the *Contractor's* business and the Provision of the Services.

14.1.2 Third-Party Certification Audits (Extrinsic Audits)

- 1) Full and periodic third-party Certification Body Audits (Extrinsic Audits) are performed across all the *Employer's* offices and sites, throughout the year.

- 2) In line with the third-party Certification Body Audit Notification, which will be notified to the *Contractor*, the *Contractor* co-operates in the *Employer's* preparation for any third-party Certification Audit (Extrinsic Audit). All personnel and representatives of the *Contractor* are required to co-operate fully during these audits and provide all evidence requested / sought by the HSEQ third-party Certification Body Auditors during these audits and in any subsequent follow-up audits.

14.2 HSEQ Audit Programmes, Inspection Regimes and HSE Tours

- 1) The *Employer* has established Quality, Health, Safety & Environment audit programmes and inspection regimes. If during any audit or inspection any safety breach, major health and safety failure or flagrant breaches of HSE rules is discovered the *Employer's* representative has the *Employer's* authority to stop the services on any site.
- 2) The *Contractor* co-operates in the preparation for any of the *Employer's* audit, HSEQ, PGI and HSE Tours. The *Contractor's* personnel and representatives are required to fully co-operate during these audits and inspections. Inspections include, but are not limited to, HSE Tours by Line Management teams and HSE Planned General Inspections (HSEQ PGI's) by HSEQ Advisors and Site Supervisory Staff.

14.2.1 Quality Control and Standards:

- 1) The *Contractor* ensures that he and his staff understand the principle "Right First Time" and has the correct documentation / authorisations in-place together with materials, tools and information for any task required to Provide the Services.
- 2) The *Contractor* establishes and maintains procedures to ensure that the *services* comply with all requirements. The *Contractor* maintains full records, keeps copies on site for inspection by the *Employer*, and submits copies of particular parts of the records on request. The records shall include, but not be limited to:
- Identification of the element, item, batch or lot including location in the Works
 - The nature and dates of inspections by the *Contractor* or the *Employer*, tests and approvals
 - The nature and extent of any non-conforming work found
 - Details of any corrective action

14.3 Schedule of management plans and other procedural documentation

- 1) The *Employer* requires various management plans and other procedural documents to be prepared in order for the *Contractor* to be able to Provide the Services in compliance with the *Employer's* operating environment.
- 2) The *Contractor* either provides the plan specified in each Task Order or co-operates with the *Employer* in developing a specified plan as stated, within the time specified.

15 Contractor's capability/competence

- 1) The *Contractor* maintains an appropriate Competency Management System.
- 2) The *Contractor's* Competency Management System must provide objective evidence that the requirements in Appendix 1 are satisfied, namely:
- Experience
 - Training records
 - Qualifications
 - Professional Membership
 - CDM Knowledge
 - Limitations
- 3) The *Contractor* demonstrates the competence of other staff (i.e. roles not listed in Appendix 1 such as design management staff, etc.) against the *Contractor's* own competence requirements in a similar manner.
- 4) The *Contractor's* Competency Management System may include 'Routes to Competence' detailing how *Contractor's* employees that fail to meet the criteria are managed.

- 5) The *Contractor* is able to demonstrate to the *Employer*, for each discipline, that their Competency Management System delivers the requirements detailed in Appendix 1 (i.e. by providing CVs, together with associated documentary evidence of CPD records, portfolios of evidence from previous projects, etc. when requested).
- 6) The *Employer* reserves the right to audit the *Contractor's* Competency Management System, assess individuals and request the removal or management of any individual deemed to fall short of the required competence requirements to Provide the Services, at any time. The *Contractor* shall make the appropriate arrangements for all such audits and associated interviews to be held in London.

16 Abbreviations and definitions

16.1 Abbreviations

Abbreviation	Meaning
ADMF	Asset Data Management Function
BBMS	Breakdown Broadcast Message
BS	British Standard
BTEC	Business and Technology Education Council
BC	Building Control
CAD	Computer Aided design
CAMS	Contract Administration System
CED	Construction Engineering Design
CPD	Continued Professional Development
CCTV	Closed Circuit Television
CDM	Construction and Design Management
CDM-PD	Construction and Design Management – Principal Designer
CIBSE	Chartered Institution of Building Services Engineers
CIOB	The Chartered Institute of Building
CMS	Cable Management System
COTS	Commercial of the Shelf
CV	Curriculum Vitae
DDA	Disability Discrimination Act
DRACCT	Director's Risk, Assurance and Change Control Team
EMC	Electro-Magnetic Compatibility
EN	Euro Norm (European Standards)
HAZID	Hazard Identification
HF	Human Factors
HNC	Higher National Certificate
HND	Higher National Diploma
HSE	Health and Safety Executive
IDC	Inter-Discipline Check
IEng	Incorporated Engineer
IET	Institution of Engineering and Technology
ILP	Institution of Lighting Professionals
ITP	Inspection and Test Plan
LAN	Local Area Network

Abbreviation	Meaning
LBC	London Borough Council
LFEPA	London Fire
LU	London Underground
LUL	London Underground Limited
LVAC	Low Voltage Alternating Current
MAID	Mandatory Asset Information Deliverables
NBS	National Building Specification
NEC3	The New Engineering Contract 3 rd Edition published by Thomas Telford
ONC	Ordinary National Certificate
PA	Public Address
PDF	Portable Document Format
PFI	Private Finance Initiative
PPP	Public Private Partnership
QUENSH	Quality, Environmental, Safety and Health
RAMS	Reliability Accessibility Maintainability and Safety
RIBA	Royal Institute of British Architects
RICS	Royal Institution of Chartered Surveyors
RWP	Rain Water Pipe
SDC	Single Discipline Check
SDDP	Secondary Design Delivery Partner
SEMP	System Engineering Management Plan
SME	Small to Medium Enterprise
SPC	Site Person in Charge
SRS	System Requirements Specification
SWMP	Site Waste Management Plan
V&V	Verification and Validation
WBS	Work Breakdown Structure
WIFRA	Works Impact Fire Risk Assessment

16.2 Defined Terms

Defined Term	Definition
Access Code	The code of that name governing rights of access to the Underground Railway in force from time to time
British Standards	Those Standards produced by the British Standards Institution of 389 Chiswick High Road, London, United Kingdom including, without limitation, BS6187-1982 Code of Practice for Demolition;
Engineering Hours	This term applies to the running line and is described as being when traction current is switched off (as published in the Guide to Switching Current On and Off subject to variance as published in an Engineering Notice) and trains are not running (ref LU Rule Book 17 for the definition of Engineering Hours). For the purpose of planning, please assume this a shift of 8 hours duration from 10:00 hours to 06:00 hours, however local variations will be identified in the Task Order and associated Access Plan.
European Standards	Those standards ratified by the European Committee for Standardization (CEN) of Rue de Stassart, 36, B 1050 Brussels, Belgium, the European Committee for Electrotechnical Standardization (CENELEC) of F - 06921, Sophia Anipolis Cedix, France or the European Telecommunications Standards Institute (ETSI) of Rue de Stassart, 36 1050 Brussels, Belgium;

Frustrated Access Form	The form provided by the <i>Employer</i> for the <i>Contractor</i> to complete following the failure of the <i>Contractor</i> to gain access to the working areas in accordance with his programme.
International Standards	Those Standards produced by the International Standards Organisation or the International Electrotechnical Commission of 3 Rue de Varembe, CH1211, Geneva 20, Switzerland;
Network Rail	The organisation of that name that manages and operates the national rail infrastructure.
One-Team	A management approach used by the <i>Employer</i> to garner greater efficiencies from his supply chain in the delivery of works and services.
P3M3	The Portfolio, Programme, Project Management Maturity Model developed by Infrastructure UK.
Standards	Standards means, collectively, British Standards, European Standards, International Standards and the individual requirements contained within standards documents issued to the <i>Contractor</i> by the <i>Employer</i> and/or as specified in the Service Information;
Site Person in Charge (SPC)	The individual appointed by the <i>Contractor</i> that is competent to manage the monitor the <i>Contractor's</i> operation on site in accordance with the <i>Employer's</i> health and safety regime.
Underground Railway	The London Underground 'tube' network and associated infrastructure maintained and operated by the <i>Employer</i> .

16.3 Work Related Road Risk Definitions

"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 Service Provider (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 ; and
"Van"	a vehicle with a MAM not exceeding 3,500 kilograms.

Appendix 1 – Contractor's design personnel requirements

Competence:	Civil (Bridges & Structures) Requirements:
Experience:	Minimum Experience: 3-Years design experience in a Civil or Structural Design office.
Training Records:	The <i>Consultant</i> should have in place, and implement, training arrangements to ensure employees have the skills and understanding necessary to discharge their duties as designers. The <i>Consultant</i> should have in place a programme for Continuing Professional Development (CPD).
Qualifications:	Minimum: Higher National Certificate (HNC) in Civil Engineering
Professional Membership:	Minimum: IEng (Incorporated Engineer) and Membership of; a) the Institution of Civil Engineers, b) the Institution of Structural Engineers, or c) the Institution of Engineering Designers
CDM Knowledge:	Know the duties of a Designer as set down in Clauses 11 and 18 of Construction Design Management (CDM) Regulations 2007.
Limitations:	Delivery Design Partner must bring to the attention of 'The Client' the limitations of each assigned discipline design engineer, who will be undertaking design work on behalf of 'The Client', in accordance with CDM 2007.

Competence:	Civil (Drainage) Requirements:
Experience:	Minimum Experience: 3-Years design experience in a Civil or Structural Design office, including a minimum of 1 year experience of drainage assessment/design.
Training Records:	The <i>Consultant</i> should have in place, and implement, training arrangements to ensure employees have the skills and understanding necessary to discharge their duties as designers. The <i>Consultant</i> should have in place a programme for Continuing Professional Development (CPD).
Qualifications:	Minimum: Higher National Certificate (HNC) in Civil Engineering (or closely allied subject)
Professional Membership:	Minimum: Graduate or IEng (Incorporated Engineer) Membership of; a) the Institution of Civil Engineers, b) Chartered Institution of Water and Environmental Management, or c) the Institution of Engineering Designers
CDM Knowledge:	Know the duties of a Designer as set down in Clauses 11 and 18 of Construction Design Management (CDM) Regulations 2007.
Limitations:	Delivery Design Partner must bring to the attention of 'The Client' the limitations of each assigned discipline design engineer, who will be undertaking design work on behalf of 'The Client', in accordance with CDM 2007.

Competence:	Electrical Requirements:
Experience:	An Electrical Engineer (Lighting and LV Systems) with a minimum of 3 years design and installation experience working on railway projects. Experience of providing professional and technical advice, guidance and support on electrical engineering issues on multi-discipline projects. • Experience of carrying out technical document review and analysis. • Experience of using cable calculation packages and lighting software packages. • Experience of working in a construction and engineering environment. • Working knowledge of the rail industry standards, rules and regulatory environment. • Working knowledge of maintenance techniques and good industry practice. • Working knowledge of safety legislation and operating rules and regulations. • Working knowledge and capability to undertake quality inspections and site investigations. • Working knowledge of the framework of the structured environment in which contractors are working. • Experience of analysing complex data, draw conclusions, produce reports and making recommendations to senior management.
Training Records:	• Evidence of Continuing Professional Development (CPD) must be evidenced as a minimum over the last 3 years. • CPD records must show the employee has maintained an understanding of the changes to statutory documents, British Standards, European Norms (Standards) as well as advances in emerging and new technology.
Qualifications:	Minimum: Higher National Certificate (HNC) in Electrical Engineering or Building Services (or equivalent)
Professional Membership:	Member of a professional institution such as the IET, ILP or CIBSE.
CDM Knowledge:	Delivery Design Partner must be able to demonstrate that each designer has sufficient understanding/knowledge of the 'Duties of a Designer' under CDM 2007 Regulations for each discipline design undertaken on behalf of 'The Client'.
Limitations:	Delivery Design Partner must bring to the attention of 'The Client' the limitations of each assigned discipline design engineer, who will be undertaking design work on behalf of 'The Client', in accordance with CDM 2007.

Competence:	Fire Requirements:
Experience:	Direct experience in the design and/or the installation & commissioning of fire protection systems. Experience of British & European Standards Experience of Building Regulations. Experience in underground railways.
Training Records:	Continuing Professional Development (CPD).
Qualifications:	Designers shall be competent by virtue of training and experience and shall hold a fire engineering qualification. All fire designers must work within a quality management system that has been certificated (recognised European independent certification body). Designers shall be competent as defined in BS 5839. Designers shall be competent as defined in BS EN 12845.
Professional Membership:	Institute of Fire Engineers Institute of Fire Prevention Officers
CDM Knowledge:	Delivery Design Partner must be able to demonstrate that each designer has sufficient understanding knowledge of the 'Duties of a Designer' under CDM 2007 Regulations for each discipline design undertaken on behalf of 'The Client'.
Limitations:	Delivery Design Partner must bring to the attention of 'The Client' the limitations of each assigned discipline design engineer, who will be undertaking design work on behalf of 'The Client', in accordance with CDM 2007.

Competence:	Mechanical Requirements:
Experience:	A Mechanical Design Engineer (Heating, Ventilation, Air-Conditioning, Gas & Water Services) will have a minimum of 3 years design experience within London Underground or via an external consultant.
Training Records:	Training Records for CIBSE and LU training courses are retained by each Designer.
Qualifications:	'Small works design' can be undertaken by a Mechanical Engineer holding a BTEC - ONC but only under supervision. An Intermediate - Senior Designer will hold a HNC/HND/CED/Degree
Professional Membership:	Chartered institute of Building Services Engineers. Membership can be; Student, Affiliate, Licentiate, Associate, Full Member or Fellow
CDM Knowledge:	A designer must have attended a Designers CDM training course within the last six years
Limitations:	Delivery Design Partner will bring to the attention of 'The Client' all safety issues associated with the mechanical services proposed design via the discipline design engineer in accordance with CDM 2007.

Competence:	Premises Requirements:
Experience:	At least 5 years previous experience in a designer's role. Experience with job management and a working knowledge of building surveying. Computer literacy in standard office packages (inc. NBS & system engineering tools & a working knowledge of CAD). Ability to produce feasibility, concept & design reports, in accordance with the RIBA Stages of Work (or LU Gate Process). Ability to produce and present design schemes to clients & other stakeholders. Be conversant with The Building Regulations and H&S Legislation, and be able to apply them to their design schemes.
Training Records:	History of CPD and other related training courses over at least a 5 year period.
Qualifications:	Chartered Architect Status or Degree in Architecture or a Building related discipline HND or HNC in a building related/design discipline
Professional Membership:	RIBA (Qualified architects) would be preferable for Premises designers. Association of Building Engineers (ABE) at Fellow level. RICS (Qualified Building Surveyors) with design experience. CIOB (with design experience).
CDM Knowledge:	Candidates should be fully aware of their duties as a designer under CDM 2007.
Limitations:	Accreditation by the Principal Premises Engineer (LU) would register persons

Competence:	Telecommunications Requirements:
Experience:	Employees are expected to have the appropriate qualifications & experience for the assigned tasks, unless they are under controlled & competent supervision.
Training Records:	The <i>Consultant</i> should have in place, and implement, training arrangements to ensure employees have the skills and understanding necessary to discharge their duties as designers. The <i>Consultant</i> should have in place a programme for Continuing Professional Development (CPD).
Qualifications:	HNC/HND/Degree/Masters - Relevant to Communications Design is required. In the absence of formal qualifications relevant experience shall be considered.
Professional Membership:	Professional Membership is not essential, but details of any membership or Chartered status shall be provided.
CDM Knowledge:	Delivery Design Partner must be able to demonstrate that each designer has sufficient understanding/knowledge of the 'Duties of a Designer' under CDM 2007 Regulations for each discipline design undertaken on behalf of 'The Client'.
Limitations:	Delivery Design Partner must bring to the attention of 'The Client' the limitations of each assigned discipline design engineer, who will be undertaking design work on behalf of 'The Client', in accordance with CDM 2007.



SWIP:ASPIRE Works & Services

7.0 Payment Mechanism

NOTE

- It is the intention that the principal method of awarding works on this contract will be on a lump sum basis. This is covered by Section 7.1 of this Payment Mechanism.
- TfL reserve the right also to award works on a cost reimbursable basis. This is covered by Section 7.2 of this Payment Mechanism.

Section 7.1:

Payment Mechanism for Works on a Lump Sum Basis Only

Introduction

The general principle of payment under this contract is that the *Employer* will require the works to be undertaken on a Lump Sum basis and will state this in the Task Order invitation. This Section 7.1 sets out the payment process for Lump Sum Task Orders awarded under this contract.

The majority of this Section 7.0 Payment Mechanism details the payment mechanism for this Contract for any Task Order accepted by the *Employer* on a cost reimbursable basis, in particular, refer to Section 7.2 below.

General Provisions

In accordance with the *conditions of contract* the *Employer* issues a proposed Task Order for the *Contractor* to Provide the Services.

The *Employer* will advise the *Contractor* on the required build up for a Price List for a Lump Sum Task order. The *Contractor* responds with his proposed Price List for a Task Order. Any such lump sum includes all elements of cost, profit and overhead, and is not subject to review, reassessment or remeasure.

Note: If a Lump Sum Task Order submission is not split into Activities in the Task Order Price List and programme by the Contractor, payment for the Task Order will only be made when the Task is complete.

If the Task Order programme has a total duration of five weeks or less, payment for the Task will only be made when the Task is complete.

Where the duration exceeds five weeks, payment will be based on the process stated in the Task Order Service Information. If no process is identified in the Service Information, payment will be made for completed Activities listed in the Task Order Price List and compensation events. These would need to be assessed as complete by the *Employer* on or before the assessment date to allow their cost to be included in the payment.

The amount due will be assessed in accordance with clause 50 of the *conditions of contract*. The *Contractor* submits an application for payment to the *Employer* in a form prescribed by the Service Information.

- Note: The costs involved in responding to a request for a Task Order proposal is part of the Overheads and Profit % (See Section 7.2.3, Part One below) for all Task Orders except if the Task Order is not proceeded with, in which case (subject to the

following bullet) the *Employer* will pay the reasonable costs to the *Contractor* in responding to the *Employer's* invitation.

- However, where the *Employer* wishes to obtain a competitive tender, costs incurred in responding to this will not be reimbursed to any bidder under any circumstances.

The pricing documents issued by the *Employer* will state if the Task Order proposal is competitive and/ or to be undertaken on a lump sum basis.

The *Employer* may request the *Contractor* to undertake preliminary services, prior to issue of the main works Task Order for pricing, including:

- Design Review & feedback
- Integrated Planning of the Station Works
- Surveys

These services will be awarded to the *Contractor* by means of a 'Task Order' or a 'Minor Works Task Order'. Note: A Minor Works Task Order has the same meaning as a Task Order.

The Percentages for Overheads & Profit

Notwithstanding the coverage in the Payment Mechanism, the *Contractor's* two percentages for profit and overhead stated in the *Contractor's* Contract Data are to be used in accordance with the *conditions of contract*, for example clause 63.3, covering assessment of compensation events.

These percentages cover the overheads and profit connected with the following:

- a) Cost of resources
- b) Cost of material supply

In addition to the above, the *Contractor's* Contract Data includes a percentage for PPE etc, and is explained under 7.2.3 Part Two below (only used for cost reimbursable Task Orders). The *Employer* may accept an offer from the *Contractor* to reduce any of the three percentages during the Service Period.

Refer to 7.2.3 Part One (B) for an explanation of the Materials Supply Percentage. No other parts of this Section 7 will be applicable to Lump Sum Task Orders.

Section 7.2:

Payment Mechanism for Works on a Cost Reimbursable Basis Only

7.2.1 Introduction

Notwithstanding the intention to award Task Orders on a lump sum basis as described in Section 7.1 above, the *Employer* reserves the right on occasion to instruct work on a cost reimbursable basis. Under this method the *Employer* reimburses the *Contractor* his reasonable and proper costs incurred in Providing the Service. The *Contractor* then recovers his requirements for overheads and profit on a tendered percentage, this percentage is applied to the *Contractor's* aggregate cost for a Task Order.

The strategy on which this Agreement was predicated is based on the employment of competent trade contractors who would supply management, supervision and tradespersons known to be skilled and competent for the works to be undertaken under this contract.

If the *Contractor* becomes aware he is unable to undertake the required *services* to the programme and/or price included in the Task Order he should notify the *Employer* at the earliest opportunity via a contract communication that events which may impact upon the total final cost may have arisen pursuant to the *conditions of contract*. If the *Contractor* fails to give notice of such impact which the *Employer* assesses an experienced contractor would have given, the *Employer* will be entitled to reduce the cost of any payment for the services to reflect any savings that the *Employer*, acting reasonably, assesses would have been made if the notice had been provided at the earliest opportunity.

In line with this principle the *Contractor* demonstrates and makes his costs available for verification on an open book basis in accordance with the *conditions of contract*.

In accordance with the *conditions of contract* the *Employer* issues a proposed Task Order for the *Contractor* to Provide the Services for pricing.

The *Contractor* responds with his proposed Price List for a Task Order.

This Payment Mechanism, which forms the basis for any Price List attached to an accepted Task Order, sets out the basis upon which the *Contractor* recovers his costs for Task Orders on a cost reimbursable basis only. The *Contractor* provides supporting information as appropriate to demonstrate that his proposed Prices are based upon incurred costs.

- Note: The cost involved in responding to a request for a Task Order proposal is part of the *Contractor's* Overheads and Profit % (see Section 7.2.3, Part One below) for all Task Orders except if the Task Order is not proceeded with, in which case (subject to the following bullet) the *Employer* will pay the reasonable costs to the *Contractor* in responding to the *Employer's* invitation
- However, where the *Employer* wishes to obtain a competitive tender, costs incurred in responding to this will not be reimbursed to any bidder in any circumstances

The pricing documents issued by the *Employer* will state if the Task Order proposal is competitive and/ or to be undertaken on a lump sum basis.

The *Employer* may request the *Contractor* to undertake preliminary services, prior to issue of the main works Task Order for pricing, including:

- Design review & feedback,
 - Integrated Planning of the Station works,
 - Surveys;
- These services will be awarded to the *Contractor* by means of a 'Task Order' or a 'Minor Works Task Order'. Note: A Minor Works Task Order has the same meaning as a Task Order.

7.2.2 Lists to Support the Payment Mechanism (Section 8)

The *Employer* expects that the rates and prices in Section 8 will be used to compile the Task Order Price List at Task Order stage. Notwithstanding this, in exceptional circumstances the *Contractor* may use alternative rates and prices from those contained in Section 8. Where any of the rates or prices from Section 8 are exceeded in a Task Order Price List, the *Contractor* will provide reasons for this. The *Employer* has the right to reject such differences.

7.2.3 The Payment Mechanism for this Contract

The *Contractor* will be entitled to payment for the following elements of Defined Cost:

Part One is for the percentage for overheads and profit specified in the Contract Data that the *Contractor* applies to the costs of Parts Two to Seven below.

Part Two is for the percentage specified in the Contract Data for the PPE, equipment and consumables that the *Contractor* requires to Provide the Services. This percentage is applied to the Part Four 'On site supervision and operatives costs'.

Part Three is for the agreed named operational management and/or design staff the *Contractor* uses to Provide the Services.

Part Four is for the site based supervision and operatives the *Contractor* uses to Provide the Services.

Part Five is for the plant, materials and equipment (where not included in the Percentage in Part two) the *Contractor* uses to Provide the Services.

Part Six is for subcontracts the *Contractor* uses to Provide the Services, where these are accepted by the *Employer*.

Part Seven is for other charges the *Contractor* is required to pay.

7.2.3 Part One (A): Percentage for Overheads and Profit

The *Contractor's* percentage profit and overhead stated in the *Contractor's* Contract Data is to be added to their costs of Providing the Services (as defined in Parts Two to Seven below) where these services are not undertaken on a lump sum basis. This Part One of the

Pricing Mechanism shall include for all of the *Contractor's* costs not captured or defined elsewhere.

7.2.3 Part One (B): Material Supply Percentage

The Material Supply Percentage is the *Contractor's* profit and overhead percentage, as stated in the Contract Data, to be added to the invoice cost of Material Supply (as defined below).

The *Contractor* may be instructed to purchase material on behalf on the *Employer*. This process is explained in Section 6.0, Service Information. This work may be covered in a Task Order or as a compensation event. The Material Supply Percentage is only to cover the Contractor's overheads and profit connected with placing the order and ensuring the materials are delivered in accordance with the *Employer's* requirements as specified in the Task Order or instruction. The Material Supply Percentage is not to include any supply (i.e. actual costs of materials), delivery or installation costs.

7.2.3 Part Two: Percentage for PPE, Equipment and Consumables

The *Contractor's* percentage for PPE, equipment and consumables stated in the *Contractor's* Contract Data is added to the *Contractor's* labour cost as defined in Part Four below.

The percentage shall include for items which the *Contractor's* accounting system does not allocate to individual Task Orders such as:

- Personal Protective Equipment (PPE) required by the scope of works in the Lot and Sub-Lots covered by this contract except specialist PPE not normally required such as confined space PPE.
- Hand held tools (equipment)
- Consumables such as rags, bags, brushes, buckets, cleaning materials, drills, discs etc
- Low value 'stock' item the *Contractor* stocks and does not procure or allocate to a specific Task Order.

In Section 8.0 of this Invitation to Negotiate document, the *Contractor* shall include a comprehensive list of these items (including PPE/Equipment/consumable/stock items) which are to be included in this percentage. Any item not included in this list will only be paid for in accordance with Part Five below, therefore the *Contractor* needs to ensure the list in Section 8.0 is clear and unambiguous.

If any additional PPE, equipment, consumables or stock items are required to undertake the services for a Task Order, the *Contractor* must list these on the Task Order submission, or the relevant Compensation Event. Failure to list these will result in these items being deemed to be included in this Part Two percentage.

7.2.3 Part Three: Operational Management & Design Staff Costs

The *Employer* agrees an operational management team with the *Contractor* for the effective and efficient management of both this contract and for each Task Order.

The *Contractor* provides the list of names of the proposed operational management and design teams and their job roles in Section 8.0 from time to time. The *Contractor* will use these people to manage and, where relevant, design, the various services.

Only the individuals undertaking the roles listed for them:

- on the list in Section 8.0 and
- who are also on the list of management personnel which is to be provided by the *Contractor* on an agreed Task Order

will be paid for by the *Employer* for time spent providing the *service*.

The *Contractor* must advise

- the *Employer's* Procurement Manager of any changes to the management team listed in Section 8.0, or
- the *Employer* (or his nominated representative) if he intends to change the management team for a Task Order,

advising what the change is and providing details of any proposed new personnel, including their CV and their proposed shift rate for the *Employer's* acceptance. Failure to advise the *Employer* of a change in the management team may result in the costs of that individual(s) being disallowed in accordance with the *conditions of contract*.

The *Contractor* must operate a timesheet system for all personnel working on the *services*.

The Timesheet must as a minimum state the:

- *Contractor's* Name
- Name of the person to which the time sheet relates
- Task Order name/reference
- The dates worked
- Hours worked /per day
- A brief description of the services undertaken during the week for each person.
- Clearly detail where the personnel are working on the original scope of work or on a compensation event

Failure to provide the relevant timesheets with the minimum required data, when requested by the *Employer*, may result in the cost of that person for that time being disallowed.

7.2.3 Part Four - Site based supervision and operatives

The *Contractor* is required in pricing any Task Order to supply an estimate of the cost of site based supervisory staff and operatives required to Provide the Services for a Task Order.

The *Contractor* shall supply with each Task Order Proposal a list of the site based supervision who are to be employed on each task order and who will be the *Contractor's* representative on site.

The *Contractor* will also advise in each Task Order proposal the likely split between 1) directly employed staff/operatives, 2) Regularly employed agency staff and 3) non regularly employed staff including labour only subcontractors.

The *Employer* at all times retains the discretion whether to accept or not any proposed non-directly employed resource prior to their engagement in Providing the Services, particularly if percentage of regularly employed supervision or operatives on a Task Order drop significantly from that proposed by the *Contractor* when pricing the Task Order. If this drop does occur, the costs of the non-regularly employed supervision and operatives may be disallowed in accordance with the *conditions of contract*, as this goes against the SWIP:ASPIRE philosophy and would increase the risk of the Service not being completed on time, on budget and defect free.

No payment will be made for supervisory staff and operatives who are not working on-site unless otherwise agreed in the Task Order or a compensation event.

7.2.3 Part Five – Plant, materials and equipment

i) Plant and Materials (i.e. forming part of the permanent works):

Plant and Materials are paid for at invoice cost and the *Contractor* submits with any application for payment such invoices, delivery notes and other backup as the *Employer* may require.

The *Contractor* must be able to demonstrate that Plant and Materials are procured at open market or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered passed on to the *Employer*.

The *Employer* will only pay for Plant and Materials stored off site if:

- the *Contractor* has notified the *Employer* at least 28 days in advance of the assessment date the items are to be applied for, and the *Employer* has subsequently agreed to pay for these off site materials or
- the *Contractor* stated his intention to store items off site in the Task Order proposal and this was accepted by the *Employer* and
- the items have been paid for by the *Contractor*, are insured and are labelled as the property of the *Employer* together with the name of the site, and they are stored in a secure, dry store and
- there is a comprehensive list of the components the *Contractor* is seeking payment for and a photograph of the items and labels supplied with the application

The quantity of Plant and Materials procured for a Task Order must be reasonable for the purposes of Providing the Services.

Where the *Employer* assesses that the quantity, or the price, is not reasonable he may disallow an appropriate proportion of the cost, except where the quality is deemed unacceptable and the total cost of the item and its installation may be disallowed.

On completion of each Task Order, the *Contractor* must produce a list of unused Plant and Materials and equipment which has been paid for by the *Employer*. The *Employer* shall then instruct the *Contractor* regarding these surplus items.

Note: The *Employer* reserves the right to procure and free issue to the *Contractor* any plant and material required for the services. The *Employer* will advise the *Contractor* prior to placing the relevant Task Order or compensation event as regards which items are to be free issued and any relevant details of where the items are to be collected from and what the risks/responsibilities the *Contractor* has for the items.

ii) Equipment:

Equipment is an item provided or used up by the *Contractor* whilst Providing the Services.

Equipment will be reimbursed in one of the following methods:

- it is included in the percentage in Part Two above
- it is part of the Operatives costs in Part Three above, where the Operative supplies his own hand tools or
- where not included above:
 - 1) where hired or leased, this equipment will be paid for at invoice cost or
 - 2) where the purchase cost of an item of equipment is equal or under the expected estimated total hire costs for a Task Order, the *Contractor* shall propose as part of the Task Order, or compensation event (CE) submission, that the equipment be procured for the Task Order. The *Employer*, if this is agreed, will pay the *Contractor* the cost the equipment based on the submitted invoice costs and the *Employer* will own the equipment following payment for it. The cost of maintenance of the equipment, if applicable, is to be agreed prior to purchase as part of the Task Order or CE. No hire costs will then be applicable to this equipment.

The *Contractor* will provide with each Task Order a list of equipment which they own and may use on this contract, with shift rates, clearly stating whether these rates include overhead and profit. If they do, the overhead and profit percentage referred to in Part One above will not be applied to these costs. This should include any vans and transport owned by the *Contractor* which may be used to Provide the Services.

Any *Contractor* owned equipment items which the *Contractor* did not expect would be required to Provide the Services and therefore was not defined in the list in Part 8 are assessed at demonstrable and reasonable cost and the *Contractor* submits with any application for payment such invoices, delivery notes and other reasonable backup the *Employer* may require. Where the *Employer* assesses that such costs have not been reasonably and properly incurred he may disallow some or all of the costs.

Items of equipment, including transport, not included in the percentage included in Part Two above, are to be listed in the Task Order Price List, to support the estimate and allow the *Employer* and *Contractor* to agree the most economic method of supplying the equipment for that Task Order.

The *Contractor* shall, where requested by the *Employer*, demonstrate that items of equipment are procured/hired/leased at open market or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered. Where the *Contractor* uses his own equipment to Provide the Services he demonstrates that the rates charged are comparable to open market or competitively tendered rates.

The *Employer* will only pay the cost of equipment which has been reasonably and properly incurred for the purposes of Providing the Services.

Note:

The intention is that all equipment, plant and materials is paid at cost plus the profit and overhead percentage defined in Part One above.

7.2.3 Part Six – Sub Contracting

Where the *Contractor* proposes to utilise subcontractor(s) to Provide the Services required to undertake a Task Order and only where this has been approved by the *Employer* in writing, these subcontract costs will be paid for at invoice cost plus the profit and overhead percentage referred to in part one of this section of the Contract. However the *Contractor* shall need to be able to demonstrate, on request, to the *Employer* that the price of the subcontract works are competitive and provide good value for money. The invoice shall be accompanied by reasonable details of the services undertaken in respect of the invoiced amount.

This shall include labour sub contracts where the *Contractor* is proposing to resource 50% or more of the operatives required to undertake this Task Order from one of more agencies or suppliers.

7.2.3 Part Seven - Other Charges

Charges	<table><tr><td data-bbox="478 1272 558 1317">3.0</td><td data-bbox="574 1272 1406 1422">The following components of the cost of charges paid by the <i>Contractor</i> will be paid subject to the prior approval of the <i>Employer</i> to these charges within an approved Task Order or a compensation event</td></tr><tr><td data-bbox="478 1422 558 1467">3.1</td><td data-bbox="574 1422 1406 1500">Payments for provision and use within the confines of the site(s) as defined within the Task Order of</td></tr><tr><td data-bbox="478 1500 558 1545">(a)</td><td data-bbox="574 1500 1406 1545">Water,</td></tr><tr><td data-bbox="478 1545 558 1590">(b)</td><td data-bbox="574 1545 1406 1590">Gas and</td></tr><tr><td data-bbox="478 1590 558 1635">(c)</td><td data-bbox="574 1590 1406 1635">Electricity.</td></tr><tr><td data-bbox="478 1635 558 1680">3.2</td><td data-bbox="574 1635 1406 1758">Payments to public authorities and other properly constituted authorities of charges which they are authorised to make in respect of the Task Order.</td></tr><tr><td data-bbox="478 1758 558 1803">3.3</td><td data-bbox="574 1758 1406 1803">Payments for</td></tr><tr><td data-bbox="478 1803 558 1848">(a)</td><td data-bbox="574 1803 1406 1881">Buying or leasing land or premises which has been prospectively authorised in writing by the <i>Employer</i>.</td></tr><tr><td data-bbox="478 1881 558 1926">(b)</td><td data-bbox="574 1881 1406 1926">Royalties.</td></tr><tr><td data-bbox="478 1926 558 1975">(c)</td><td data-bbox="574 1926 1406 1975">Inspection certificates.</td></tr></table>	3.0	The following components of the cost of charges paid by the <i>Contractor</i> will be paid subject to the prior approval of the <i>Employer</i> to these charges within an approved Task Order or a compensation event	3.1	Payments for provision and use within the confines of the site(s) as defined within the Task Order of	(a)	Water,	(b)	Gas and	(c)	Electricity.	3.2	Payments to public authorities and other properly constituted authorities of charges which they are authorised to make in respect of the Task Order.	3.3	Payments for	(a)	Buying or leasing land or premises which has been prospectively authorised in writing by the <i>Employer</i> .	(b)	Royalties.	(c)	Inspection certificates.
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3.2	Payments to public authorities and other properly constituted authorities of charges which they are authorised to make in respect of the Task Order.																				
3.3	Payments for																				
(a)	Buying or leasing land or premises which has been prospectively authorised in writing by the <i>Employer</i> .																				
(b)	Royalties.																				
(c)	Inspection certificates.																				

- (d) Specialist services which have been prospectively authorised in writing by the *Employer*,

Note: No costs relating to Part Seven will be accepted as a cost by the *Employer*, unless it is accepted in writing by the *Employer* as part of the price of a Task Order or a compensation event.

7.3 Defined cost of people (Applicable to Paragraphs 7.2.3 Part Three and 7.2.3 Part Four above)

7.3.1 General

Preamble

This is to be read in conjunction with Section 8.0 Price Lists to Support the Payment Mechanism, Part B: Cost Components, which details the rate coverage.

The costs to be included for the staff and operatives are as defined below. Costs are only chargeable if the staff or operatives are working to Provide the Service as defined within the Task Order.

All the *Contractor's* costs which are not included in the Defined Cost below are deemed as being part of the *percentage for overheads and profits* referred to in Paragraph 7.2.3 Part One (A) of this Section 7.

Included costs

The following components of the cost of:

On-site supervision and operatives employed by the *Contractor* and working on the Task Order within the confines of the site as set out in the Task Order.

Off-site labour employed by the *Contractor* and working outside the confines of the site and the roles and costs have been defined and accepted within the Task Order.

On-site or off-site design personnel employed by the *Contractor* in design services necessary to complete the Task Order and whose roles and costs have been defined and accepted within the Task Order.

On-site or off-site operational management personnel employed by the *Contractor* in managing a Task Order, including providing “early contractor engagement” services necessary to complete a Task Order and whose roles and costs have been defined and accepted within the Task Order.

i) Wages, paid by the *Contractor* for the above people according to the agreed time worked while they are completing the Task Order (including “early contractor engagement” services).

Amounts paid by the *Contractor* shall not include any overheads or profit paid with respect to people employed or seconded from group companies.

Only payments made to people for time spent Providing the Service will be admissible and reimbursable. Any payments made to people for attending internal company briefings, personnel meetings, appraisals, staff meetings, personal development training or the like, or providing the information and Task Order Price List required by the *Employer* when any Task Order is issued to the *Contractor* for pricing is deemed to be included within the *Contractor's percentage for overheads and profits*.

ii) Payments by the *Contractor* to the above people for

(a) Bonuses and incentives (contract specific)

Only those bonuses and incentive payments which have been made in relation to performance of the Task Order will be admissible and which have been pre-agreed by the *Employer*. There must be clear identification that any bonus and

incentive payments made are related to the achievement of pre-agreed performance criteria.

(b) Overtime.

Only overtime payments including those as part of a shift cost, which have been authorised by the *Employer* in advance will be admissible and reimbursable. Where an *Employer* has accepted a Task Order or compensation event with overtime/shift durations included, this overtime is deemed authorised.

(c) Working in special circumstances (this must be identified in the Task Order submission and approved by the *Employer*).

The costs of absence due to holidays or sick pay will not be reimbursed and is deemed to be included in the *Contractor's percentage for overheads and profits* or part of the salary costs of an employee.

iii) Separate payments will be made in relation to the items below only where costs have been incurred wholly and necessarily in connection with the Task Order and only where this cost has been identified by the *Contractor* and accepted by the *Employer* in the Task Order or compensation event

- (a) Travel costs
- (b) Costs for parking or the London Congestion Charge
- (c) Subsistence and lodging where such costs are incurred wholly and necessarily in connection with the Task Order
- (d) Meeting the requirements of the law
- (e) Safety training & medical examinations

Only payments made to people for providing or attending training or a medical examination as a specific requirement for a Task Order will be admissible and reimbursable. Any costs incurred providing training for purposes of personal or company development, or non-Task Order specific training/medicals is deemed to be included within the *Contractor's percentage for overheads and profits*. This includes the cost of the training and the cost of the staff attending the training.

7.3.2 Payment of non directly employed labour

The Defined Cost for people also includes the cost of people who are not directly employed by the *Contractor* but are paid by him for Providing the Service according to the time worked on site.

Only those people who are paid by the *Contractor* on a time only basis are included within this cost component, for example agency staff, or labour only subcontract staff.

The Contractor shall be reimbursed for agency staff and labour only subcontract staff at paid invoice cost less all discounts, rebates and taxes.

Only payments made to people for time spent on site Providing the Service will be admissible and reimbursable. Any payments made to people for attending company briefings, personnel meetings, appraisals, staff meetings, personal development training or the like, or providing the information and Task Order Price List required by the *Employer* when any Task Order is issued to the *Contractor* for pricing is deemed to be included within the *Contractor's percentage for overheads and profits*.

An example of the cost of "people" who would not meet these criteria would be where the subcontractor supplies labour and has the added requirement of providing any associated

accommodation, equipment, supplies and services, including site establishment type items. Such costs would not be considered a time only cost component.

7.3.3 Shift working hours

Refer to Section 8.0 Price Lists to Support the Payment Mechanism, Part A: Rate Card, Notes for details of shift durations.

The expectation is:

- that planned works shall be carried out during the shift in accordance with the *Contractor's* programme
- when planned work areas are not available, that the *Contractor* shall have a back-up plan and the *Contractor's* operatives will be required to undertake works in alternative work areas
- If work areas are not immediately available, that *Contractor's* operatives will undertake preparation works, eg tool box talks, moving equipment and materials to the work site etc.
- All *Contractor's* operatives who are to work that shift to have signed on at the work area by 22.00 hours, or the time required by the *Employer's* representative.
- Where advantageous, *Contractor's* operatives will be required to work a full eight hour working shift.

Contractor's operatives who are not signed in by the shift start time as defined by the Task Order or *Employer's* representative, or who leave site during the shift or before the end of the shift, will not be paid for a full shift, unless the *Employer's* representative has given permission, in writing, to vary this requirement, clearly advising who is excepted, and the applicable times/dates. Where a full shift is not worked the reduction in payment for that shift will be based on the percentage reduction in output for that shift, ie the productive working time excluding mobilising, setting up etc.

7.3.4 Travel time

Travel times for people to and from the site are not working hours and will not be reimbursed.



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8.0 Price Lists to Support the Payment Mechanism

SWIP:ASPIRE
WORKS & SERVICES
PRICE LISTS TO SUPPORT THE PAYMENT MECHANISM

A: RATE CARD

McNealy Brown

NOTES

- 1 The labour rates included under this matrix shall be those used as a basis for Task Order Price Lists when the works are awarded on a cost reimbursable basis. In addition, the labour rates may be used in the assessment of Compensation Events.
- 2 The Tenderer is to complete ALL boxes highlighted thus: -
- 3 Notwithstanding 2 above, the Tender must enter "N/A" in any boxes which are not relevant to the Tenderer's work.
- 4 For key personnel only, the Tenderer is to add any other Names and/or Roles not defined in the schedule below, which they have not included in the Overhead Costs and would seek reimbursement for where they are working solely on works instructed on a Task Order under this Term Contract. An example of this would be where the Contractor employs a HSE Manager.
- 5 In accordance with Clause 104 of the Conditions of Contract, the Tenderer is to ensure that none of his employees are paid less than the London Living Wage. The Tenderer will ensure any rates entered below reflect this requirement.
- 6 Refer to Section B and Section 7 (Payment Mechanism): Cost Components for details of what is deemed included in the rates.
- 7 Rates shall be populated on a "per shift" basis for the base shift, and the overtime hourly rate shall be the rate to be paid for any hours over the base shift.
- 8 Engineering Hours: This term applies to the running line and is described as being when traction current is switched off (as published in the Guide to Switching Current On and Off subject to variance as published in an Engineering Notice) and trains are not running (ref LU Rule Book 17 for the definition of Engineering Hours). For the purpose of planning, please assume this a shift of 8 hours duration from 22:00 hours to 06:00 hours, however local variations will be identified in the Task Order and associated Access Plan.
- 9 Traffic Hours: This term applies to the running line and is described as being when traction current is switched on (as published in the Guide to Switching Current On and Off subject to variance as published in an Engineering Notice) and trains are running (ref LU Rule Book 17 for the definition of Traffic Hours) For the purpose of planning this could be any continuous 8 hour working shift (excluding breaks) between the hours of 06:00 and 22:00 hours albeit that any local variations to this will be identified in the Task Order and associated Access Plan.
- 10 Definition of 'Regularly Employed Staff': -
Personnel (including staff and operatives) who are either directly employed by the Company, or who are self employed or employed by others and regularly used by the Company for this specific Trade and who are managed on site by staff who are either directly employed by the Company, or who are self employed and regularly used by the Company for this specific Trade. Evidence of the regular use by the Company of all such personnel may be required, e.g. training records.
- 11 Definition of 'Staff': -
Management, supervision and operatives however employed i.e. permanent, non permanent, part / full time, agency, regularly employed.
- 12 The Tenderer is also required to complete the schedules in Sections C and D of these Price Lists to Support the Payment Mechanism.
- 13 PRICE ADJUSTMENT: Any adjustment to the prices stated in these Price Lists to Support the Payment Mechanism are to be negotiated with the Employer on an annual basis from the date of the Agreement.

**SWIP:ASPIRE
WORKS & SERVICES
PRICE LISTS TO SUPPORT THE PAYMENT MECHANISM**

A: RATE CARD

McNealy Brown

QUESTION B1a

Minimum hours of attendance	Engineering / Closed Station Hours					
	Sun - Thur		Weekend (Fri / Sat)		Bank Holidays	
	8 hours	1 hour	8 hours	1 hour	8 hours	1 hour
Job / Grade	Shift Rate £	Overtime Rate £/Hour	Shift Rate £	Overtime Rate £/Hour	Shift Rate £	Overtime Rate £/Hour
Ops management						
Contract Manager						
Operational Manager						
Construction Manager						
QS						
Planner						
Other (HSQE Manager)						
Design Team						
Design Manager						
Designer						
Design Engineer						
CAD operator						
On Site Supervision						
Foreman (Site Manager)						
Working Supervisor/SPC						
Senior Supervisor						
On Site Labour						
SPIC / Foreman						
Craftsman						
Technician						
Advanced Operative						
Labourer						
Apprentice						

QUESTION B1a (cont'd)

Minimum hours of attendance	Traffic Hours					
	Weekday		Weekend		Bank Holidays	
	8 hours	1 hour	8 hours	1 hour	8 hours	1 hour
Job / Grade	Hourly Rate £	Overtime Rate £/Hour	Hourly Rate £	Overtime Rate £/Hour	Hourly Rate £	Overtime Rate £/Hour
Ops management						
Contract Manager						
Operational Manager						
Construction Manager						
QS						
Planner						
Design Team						
Design Manager						
Designer						
Design Engineer						
CAD operator						
On Site Supervision						
Foreman (Site Manager)						
Working Supervisor/SPC						
Senior Supervisor						
On Site Labour						
SPIC / Foreman						
Craftsman						
Technician						
Advanced Operative						
Labourer						
Apprentice						

SWIP:ASPIRE
WORKS & SERVICES
PRICE LISTS TO SUPPORT THE PAYMENT MECHANISM

A: RATE CARD

McNealy Brown

QUESTION B1b

IMPORTANT: The Tenderer is to ensure the percentages below are as per the completed Section 4.0 Contractor's Contract Data (which is also to be submitted with the Tender)

The percentage for overheads and profit added to the cost of resources as detailed in Section 7 Part 1 is: -
(from *Contractor's Contract Data*)

REDACTED %

The percentage for overheads and profit added to Material Supply as detailed in Section 7.2.3 Part 1B: -
(from *Contractor's Contract Data*)

REDACTED %

The percentage for PPE, equipment and consumables as detailed in Section 7.2.3 Part Two is: -
(from *Contractor's Contract Data*)

REDACTED %

SWIP:ASPIRE
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PRICE LISTS TO SUPPORT THE PAYMENT MECHANISM

B: COST COMPONENTS

Note: This list details what is deemed to be included in the rates in Part A

Ref	Cost Component	In rate	Separate item
a	LABOUR RATES		
	Payments to People for:- - Wages and salaries - Out of pocket expenses - Other contributions, levies or taxes imposed by statute - Bonuses (personal performance related) - Bonuses (profit / company financial related) - Working in special circumstances - Special allowances - Normal absence due to holidays - Sickness - Other authorised absences e.g. Jury Service, Maternity, Paternity Payments (> 4 weeks) - Unauthorised absences - Redundancy / severance of Contractor's operatives - Redundancy / severance of Contractor's supervisory, administrative, financial or secretarial staff, related to work on the contract Other costs:- - Cost to the Contractor of providing Site / Working Area based Training Courses for People - Costs allocated to attending Site / Working Area Based Training Courses - Cost to the Contractor of providing Non Site / Working Area Based Training Courses for Staff and Labour (e.g. at Head Office) - People costs allocated to attending Non Site / Working Area Based Training Courses (except expenses) - Out of pocket expenses of People attending Non Site/Working Area Based Training Courses - Time charges for on the job training e.g. apprentices Payments made in relation to People for:- - Travelling to, from, or in relation to the Site - Subsistence and lodging - Protective clothing required for the works - Contractor's National Insurance Liability (including liability on allowable benefits in kind) - Cars / vans / travel allowances - Company cars / vans including insurance, tax, depreciation, maintenance, fuel, oil and grease - Contractor's pension contributions - Life assurance cover - Mobile phone charges- business related calls only		

REDACTED

SWIP:ASPIRE

WORKS & SERVICES

PRICE LISTS TO SUPPORT THE PAYMENT MECHANISM

B: COST COMPONENTS

Note: This list details what is deemed to be included in the rates in Part A

Ref	Cost Component	In rate	Separate item
	Lump sum payments by Contractor as top up payments to under-funded pension schemes		
	Relocation		
	Recruitment Fees and / or joining fees		
	Health insurance		
	Medical examinations		
	Passports and visas		
	Items relating to a spouse or dependents		
	Professional subscriptions		
	Other Payroll Burden payments imposed by statute		
	Any time spent by People working within the Site on other client work i.e. preparing tender documents		
	Payments on behalf of people by the Contractor as CITB levy		
	Consumables associated with works eg but not limited to brushes, fuel, ppe, safety equipment, exinguishers,task lighting ,torches,m gas monitors etc		
	Small hand tools and plant including points etc,sharpening, fuel and consumables		
	Access equipment up to 1200mm high or all portable equipment not requiring certified erection		

REDACTED

b MATERIALS SUPPLY PERCENTAGE

The following components of the cost of Materials Supply

- Invoice cost of Materials
- Purchasing resource for Materials
- Delivery to and removal from the Site
- Providing and removing packaging
- Samples and tests.
- Cost is credited with payments received for disposal of Plant and Materials unless the cost is disallowed.
- Payments for material and plant internally manufactured
- Credits for payment discounts received, rebates etc
- Credits for unused materials and plant returned to suppliers
- Credits for any scrap material and plant
- Payments for licences, duty and tax
- Payments for pre-agreed spare parts

c PERCENTAGE FOR O/H & P ON RESOURCES

The fee includes for

- Administration and financial support
- IT network charges, equipment, software and licenses
- Computer consumables
- Telephone, fax, mobile phones for the contract
- Postage

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WORKS & SERVICES
PRICE LISTS TO SUPPORT THE PAYMENT MECHANISM

B: COST COMPONENTS

Note: This list details what is deemed to be included in the rates in Part A

Ref	Cost Component	In rate	Separate item
	External printing for the contract		
	Local printing, stationery and office supplies for the contract		
	Non-specialist equipment for the running of the Local Office		
	Training charges and associated costs for staff on this contract		
	Archiving and storage (Contractor, not client)		
	Company subscription to trade and professional bodies		
	Non personal vehicles, maintenance and insurance		
	Staff recruitment and relocation costs		
	Local Management, Buying, Programming and other centralised support functions		
	Local health and safety		
	Other insurance required for the local office		
	Payments for financing charges (excluding charges compensated for by interest paid in accordance with this contract)		
	Payments for facilities for visits to the Site by others		
	Attending site for any purposes other than specifically instructed eg but not limited to familiarisation, checking, logistics internal hseq requirements		
	Attending meetings at either site or other venue as instructed		
	People – defined by job title / position		
	Board Director and / or Director		
	Regional Manager		
	Operations Manager		
	Construction Leader		
	Framework Manager		
	General Manager		
	Contracts Manager		
	Project Manager – all levels		
	Quantity Surveyor – all levels		
	Planner – all levels		
	M&E Manager – all levels		
	Procurement / Buyer – all levels		
	Site Manager / Agent		
	Section Manager		
	Foreman		
	Health & Safety Manager		
	Document Controller		
	Design Engineer		
	CAD / Draughtsman		
	Secretary / Admin support		

REDACTED

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PRICE LISTS TO SUPPORT THE PAYMENT MECHANISM

C: LISTS OF PPE/EQUIPMENT/CONSUMABLES IN PERCENTAGE AS DETAILED IN SECTION 7.2.3.4

ITEM	ITEM
REDACTED	

Any items specifically excluded: -

ITEM	ITEM
REDACTED	

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WORKS & SERVICES
PRICE LISTS TO SUPPORT THE PAYMENT MECHANISM

D: CONTRACTOR'S MANAGEMENT STAFF

The Contractor is to list below the management staff who he may employ in undertaking Task Orders under this Contract (refer to Section 7.2.3.5).

This is to be a list of the Contractor's office based staff, with their job roles. Only the staff on this list will be reimbursed on cost reimbursable Task Orders awarded under this Agreement unless the Employer has approved additional names/roles.

[illegible]



SWIP:ASPIRE Works & Services

9.0 [Not Used]

Note: Within the ITN document this section was referred to as “*Tender Questionnaire and Evaluation Sheet*”, which is not required within the contract document