

DELIVERY AGREEMENT

(NEC4 ENGINEERING AND CONSTRUCTION CONTRACT – OPTION A: Priced Contract with Activity Schedule)

This is a Delivery Agreement based on the template in Schedule 13 Part A of the Framework Agreement made between Scape Procure Limited (1) and Morgan Sindall Construction & Infrastructure Ltd (2) dated 8th September 2021 (the 'Framework Agreement'). Except where the context otherwise requires, all terms defined in the Framework Agreement shall have the same meaning in this Delivery Agreement.

THIS AGREEMENT is made on

16/6/2023

BETWEEN

1. the *Client*

Transport for London acting
by it's

of

Address for
communications

5 Endeavour Square,
London,
E20 1JN

Telephone

N/A

Address for electronic communications

2. the
Contractor

Morgan Sindall Construction &
Infrastructure Ltd

whose registered office is

Address for
communications

Kent House,
14-17 Market Place,
London,
W1W 8AJ

Telephone

[REDACTED]

Address for electronic communications

[REDACTED]

FOR THE
WORKS &
SERVICES OF

Conversion of West Ham Bus Garage (WHBG) into the Lost Property Office (LPO) for Transport for London (TfL) to enable them to relocate their existing operation from Pelham Street, South Kensington and give back the building to the Landlord on 23rd September 2023. The critical operations and process of the LPO; Goods-in, Sorting, Processing and Storage area (racking and current lost property) must be up and running on-site by this date.

Project Name

West Ham Bus Garage

Project No.

MSSNFEW/LHC/L1/P018

Whereas:

This Delivery Agreement is made pursuant to the Framework Agreement dated 8th September 2021 made between Scape Procure Limited and Morgan Sindall & Infrastructure Ltd (the 'Framework Agreement') and incorporates those provisions of the Model Delivery Agreement set out in the Framework Agreement.

When using this Delivery Agreement, the Partner (as stated in the Framework Agreement) is the party named as 'contractor'.

IT IS AGREED as follows:1. **The *Contractor's* Obligations**

The Contractor provides the Works and complies with his obligations, in accordance with the conditions of the contract.

2. **The *Client's* Obligations**

The Client pays the amount of money and complies with its obligations in accordance with the conditions of the contract.

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary options of the NEC4 engineering and construction contract June 2017, (with January 2019 and October 2020 amendments).

MAIN OPTION CLAUSE

| Clause | Option Title | Applicable? |
|--------|--|-------------|
| A | Priced Contract with Activity Schedule | Shall apply |

Option for Resolving Disputes

| Clause | Option Title | Applicable? |
|--------|------------------------------|-------------|
| W2 | Dispute resolution procedure | Shall apply |

SECONDARY OPTION CLAUSES AND ADDITIONAL OPTIONS:

| Clause | Option Title | Applicable? |
|---------------------------|--|--|
| Secondary Options | | |
| X1 | Price Adjustments for Inflation | <input type="checkbox"/> Applies if checked |
| X2 | Changes in the law | Shall apply |
| X3 | Multiple currencies | <input type="checkbox"/> Applies if checked |
| X4 | Ultimate holding company guarantee | <input type="checkbox"/> Applies if checked |
| X5 | Sectional Completion | <input type="checkbox"/> Applies if checked |
| X7 | Delay damages | Shall apply |
| X8 | Undertakings to the <i>Client</i> or Others | <input checked="" type="checkbox"/> Applies if checked |
| X9 | Transfer of Rights | <input type="checkbox"/> Applies if checked |
| X10 | Information Modelling | <input type="checkbox"/> Applies if checked |
| X11 | Termination by the <i>Client</i> | <input type="checkbox"/> Applies if checked |
| X12 | Multiparty Collaboration | <input type="checkbox"/> Applies if checked |
| X13 | Performance bond | <input type="checkbox"/> Applies if checked |
| X14 | Advanced payment to the Contractor | <input type="checkbox"/> Applies if checked |
| X15 | The <i>Contractor's</i> design | Shall apply |
| X17 | Low Performance Damages | <input type="checkbox"/> Applies if checked |
| X18 | Limitation of Liability | <input checked="" type="checkbox"/> Applies if checked |
| X21 | Whole life cost | <input type="checkbox"/> Applies if checked |
| X22 | Early Contractor Involvement | <input checked="" type="checkbox"/> Applies if checked |
| Additional Options | | |
| 13.09 | Electronic Communications | <input checked="" type="checkbox"/> Applies if checked |
| Option Y and Z | | |
| Y(UK)1 | Project Bank Accounts | <input type="checkbox"/> Applies if checked |
| Y(UK)2 | The Housing Grants, Construction and Regeneration Act 1996 | Shall apply |
| Y(UK)3 | The Contracts (Rights of Third Parties) Act 1999 | |
| Z | Additional conditions of contract | Shall apply |

The Contractor's Offer and Client's Acceptance

The *Contractor* offers to Provide the Services in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the Prices is

£

Nb. The *Consultant* should attach the build-up of their Prices using the relevant sections of the Tendered Total Model template (Schedule X of the Framework Agreement) in the Contract Data table below.

Executed as a Deed

by

Transport for London acting by it's

attorney in the presence of a witness:

)
)
)

14/6/2023

Authorised Officer / Signatory

Charles Ritchie

Full name (BLOCK CAPITALS)

Legal Manager

Position/title

DocuSigned by:

2023

Client Witness Signatory

Marlena Lubas

Full name (BLOCK CAPITALS)

Principal Lawyer

Position/title

Executed as a Deed on behalf of

MORGAN SINDALL CONSTRUCTION & INFRASTRUCTURE LTD under a Power of Attorney:

DocuSigned by:

Signature:

Name:

Steven Cullen

Signature:

Name:

DocuSigned by:

16/6/2023

Keith Trodd

in the presence of:

DocuSigned by:

Signature:

Name:

carolyn cullen

Signature:

Name:

DocuSigned by:

16/6/2023

Paul Naylor

Occupation

Chartered Accountant

Occupation:

Reg. Commercial Director

Address:

c/o Morgan Sindall

Address:

c/o Morgan Sindall

Contract Data

Information provided by the Parties

The following details the Contract Data which is provided by the parties for this Delivery Agreement and Appended for execution.

The Main Contract Data and the Tendered Total Model must be completed and uploaded using ONLY the relevant standard templates provided by SCAPE.

Main Contract Data Form:

General Project Information,
Clauses Applicable to Main Options and Secondary options where applicable,
Data Pertaining to Optional (X) Clauses,
Y Clauses and Z Clauses where applicable.

Contract Data Provided by the Client:

Contract Data Provided by the Contractor:



Tendered Total Model:





Setting out the build-up of the Prices
(produced using the template provided in Schedule 6 of the Framework Agreement)






One or more files may be attached in each section of the table on the following pages. Please itemise and upload documents in the order you wish them to be appended to the Delivery Agreement.

Continues

Contract Data Provided by the Client (Part 1)

| Item(s) | Document Reference(s) | Attach |
|--|--|---|
| The Scope | Appendix 1 - Scope of Works - WHBG - Final (230607) |  |
| | Appendix 1 - WHBG - Preliminaries - Final (230427) |  |
| | Appendix 1 - 20230414 West Ham Bus Garage - RIBA Stage 3 Report Pack |  |
| | | |
| | | |
| | | |
| | | |
| Early Warning Register (Client Inclusions – if applicable) | Appendix 2 - Refer to WHBG Risk Register - Rev A |  |

Contract Data Provided by the Client (Part 1)



| Item(s) | Document Reference(s) | Attach |
|----------------------|--|---|
| The Site Information | Appendix 3 - Pre-construction Information Rev A |  |
| | Appendix 3 - WHBG Logistics |  |
| | Appendix 3 - 201014 West Ham PROPOSED SITE PLAN_300420 (1) |  |
| | | |
| | | |
| | | |
| | | |
| | | |

Contract Data Provided by the Contractor (Part 2)

| Item(s) | Document Reference(s) | Attach |
|---|--|--------|
| The Scope | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Early Warning Register (Contractor Inclusions – if applicable) | Please see above: Appendix 2 - Refer to WHBG Risk Register - Rev A | |

Contract Data Provided by the *Contractor* (Part 2)

Other Information

| Item(s) | Document Reference(s) | Attach |
|---------------------------------|---|---|
| The Activity Schedule | Appendix 4 - Stage 1 - TfL_WestHamBusGarage_Activity Schedule_S1 Stage 2 - will be provided with final stage 2 Project Cost |  |
| The Programme | Appendix 5 - Transport for London - updated programme - 20 April |  |
| Quality Policy and Quality Plan | N/A | |
| | | |
| | | |
| | | |
| | | |
| | | |



CONTRACT DATA FORM

Guidance: This form has been developed for use exclusively for Delivery Agreements executed using the Scape DocuSign electronic contract solution. The form is a mandatory component of the Delivery Agreement and a continuation of the Contract Data captured in the DocuSign component.

This form must be completed and uploaded at the appropriate place within the Delivery Agreement DocuSign form before execution.

If there is scope, site or works information or other documents to be appended as part of the Contract Data provided by the parties, they should be appended in the relevant order to the main DocuSign Delivery Agreement form.

Contract Strategy Table

| Contract Strategy | Band | | |
|-------------------|-------|-------|-----------|
| NEC ECC Contract | Lower | Upper | Principal |
| Option A | X | | |
| Option C | | | |
| Option F | | | |

CONTRACT DATA PART ONE – DATA PROVIDED BY THE *CLIENT*

Completion of the Data in full is essential to create a complete contract.

The following details the Contract Data which will be provided by the *Client* for each Delivery Agreement.

Certain defined terms and information in the Contract Data will be common to all Delivery Agreements, other information included in the Contract Data will be specific to individual Projects.



1. General

The *conditions of contract* are the core Clauses and the Clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017, (with January 2019 and October 2020 amendments¹)

Main Option Option for resolving and avoiding disputes

Secondary Options

Secondary and additional Option clauses are documented in the main DocuSign Delivery Agreement form

The *works* are

As described in the Scope of Works and Preliminaries.

The *Client* is:

Name

Transport for London

Address for communication

5 Endeavour Square, London, E20 1JN

Telephone

Address for electronic communications

The *Project Manager* is:

Name

Brendan Williams

Address for communication

95 New Cavendish Street, London W1W 6XF

Telephone

Address for electronic communications

The *Supervisor* is:

Name

Hayley Gauton

Address for communication

Hickton Quality Control, 91 Wimpole Street, Marylebone, London W1G 0EF

Telephone

Address for electronic communications

The Scope is in

Scope of Works – WHBG – Final (230607); WHBG – Preliminaries – Final (230427) and 20230414 West Ham Bus Garage – RIBA Stage 2-3 Report Pack

The Method of Operation and Template Scopes of the Framework Agreement are deemed to be included in the Scope.

¹ Amendments are included within the Z clauses for reference.



The Site Information is in

The Pre-construction Information and WHBG Logistics

The *boundaries of the site* are

Scope of Works – WHBG – Final (230607); WHBG – Preliminaries – Final (230427), 20230414 West Ham Bus Garage – RIBA Stage 2-3 Report Pack and 201014 West Ham PROPOSED SITE PLAN_300420 (1)

The *language* of this contract is

English

The *law of the contract* is the law of

England and Wales

The *period for reply* is

2 weeks except that

- The *period for reply* for

Click or tap here to enter text.

is Click or tap here to enter text.

- The *period for reply* for

Click or tap here to enter text.

is Click or tap here to enter text.

Optional clause

13.9 – electronic communication

Does apply

The following matters will be included in the Early Warning Register.

Refer to WHBG Risk Register – Rev A

Early warning meetings are to be held at intervals no longer than

7 days

2. The Contractor's Main Responsibilities

If the *Client* has identified work which is to meet a stated *condition* by a *key date*

The *key dates* and *conditions* to be met are

Condition to be met

| | | |
|-----|---|------------------------|
| (1) | Access to install warehousing equipment in the Lost Property processing facility | 25/08/2023 |
| (2) | Lost Property Office sorting facility and office accommodation to be complete for use | 22/09/2023 |
| (3) | Click here to enter text. | Click to enter a date. |
| (4) | Click here to enter text. | Click to enter a date. |
| (5) | Click here to enter text. | Click to enter a date. |
| (6) | Click here to enter text. | Click to enter a date. |





3. Time

The *starting date* is

01/05/2023

The *access dates* are

Part of the Site

Date

(1) Whole Site

12/06/2023

(2) Click here to enter text.

Click to enter a date.

(3) Click here to enter text.

Click to enter a date.

The *Contractor* submits revised programmes at intervals no longer than

4 weeks

If the *Client* has decided the completion date for the whole of the *works*

The *completion date* for the whole of the *works* is

Taking over the *works* before the Completion Date

The *Client* ☐ is not willing to take over the works before the Completion Date

If no programme is identified in part two of the Contract Data

The period after the Contract Date within which the *Contractor* is to submit a first programme for acceptance is

2 weeks

4. Quality Management

The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is

2 weeks

The period between the Completion of the whole of the *service* and the *defects date* is

52 weeks

The *defects correction period* is

4 weeks

except that

- The *defects correction period* for

‘Serious Defects’ – any Defects which the *Client* reasonably considers to be serious defects or faults

is

Within seven days for receiving the Project Manager notification

- The *defects correction period* for

‘Emergency Defects’ – any Defects which the *Client* reasonably considers need making good as a matter of urgency

is

Within 24 hours of receiving the Project Manager notification



5. Payment

The *currency* of the contract is the

Pound sterling

The *assessment interval*

4 weeks

The *interest rate* is 2 % per annum (not less than 2) above the **base** rate of the **Bank of England** bank

6. Compensation Events

The place where weather is to be recorded is

London City Airport

The *weather measurements* to be recorded for each calendar month are

- the cumulative rainfall (mm);
- the number of days with rainfall more than 5(mm);
- the number of days with minimum air temperature less than 0 degrees Celsius;
- the number of days with snow lying at 09.00 hours GMT;

and these measurements

None

The place where weather is to be recorded is

London City Airport

The *weather measurements* are supplied by

The Meteorological Office

The *weather data* are the records of past *weather measurements* for each calendar

Which were recorded at

London City Airport

and which are available from

The Meteorological Office

Where no recorded data are available

Assumed values for the ten-year return *weather data* for each *weather measurement* for each calendar month are

Click or tap here to enter text.

The value engineering percentage is 50%, unless another percentage is stated here, in which case it is

Click here to enter text.

If there are additional compensation events

These are the additional compensation events

Click or tap here to enter text.



8. Liabilities and insurance

If there are additional *Client's* liabilities

These are the additional *Client's* liabilities

- (1) **Terrorism to the extent not insured under the Pool Re Arrangement. Does not apply**
- (2) **Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds. Does not apply**
- (3)
- (4)

NOTE: Site specific issues only to be addressed here as opposed to issues which could alter the risk balance of the contract.

The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury or to death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is:

Minimum Amount of Cover as detailed in Schedule 2 Insurance *applies*

If Minimum Amount of Cover in Schedule 2 does not apply the Minimum Amount of Cover is:

The minimum amount of cover for insurance against death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with the contract for any one event is

Minimum Amount of Cover as detailed in Schedule 2 Insurance *applies*

If Minimum Amount of Cover in Schedule 2 does not apply the Minimum Amount of Cover is:

If the *Client* is to provide Plant and Materials

The insurance against loss of or damage to the work, Plant and Materials is to include cover of Plant and Materials provided by the Client for an amount of



If the *Client* is to provide any of the insurance stated in the Insurance Table

The *Client* provides the following insurances from the Insurance Table

| | |
|----------------------------|--------------------------------------|
| (1) Insurance against | <div>Click here to enter text.</div> |
| Minimum amount of cover is | <div>Click here to enter text.</div> |
| The deductibles are | <div>Click here to enter text.</div> |
| (2) Insurance against | <div>Click here to enter text.</div> |
| Minimum amount of cover is | <div>Click here to enter text.</div> |
| The deductibles are | <div>Click here to enter text.</div> |
| (3) Insurance against | <div>Click here to enter text.</div> |
| Minimum amount of cover is | <div>Click here to enter text.</div> |
| The deductibles are | <div>Click here to enter text.</div> |



If additional insurance are to be provided

The *Client* provides these additional insurances

(1) Insurance against

Minimum amount of cover is

The deductibles are

(2) Insurance against

Click here to enter text.

Minimum amount of cover is

Click here to enter text.

The deductibles are

Click here to enter text.

(3) Insurance against

Click here to enter text.

Minimum amount of cover is

Click here to enter text.

The deductibles are

Click here to enter text.



The *Contractor* provides these additional insurances

| | |
|-----------------------------------|--|
| (1) Insurance against | Loss or damager to constructional plant, tools, equipment, temporaray buildings (including contents therein) belonging to or the responsibility of the Contractor. |
| Minimum amount of cover is | The full replacement value |
| The deductibles are | <div><div></div></div> |
| (2) Insurance against | Click here to enter text. |
| Minimum amount of cover is | Click here to enter text. |
| The deductibles are | Click here to enter text. |
| (3) Insurance against | Click here to enter text. |
| Minimum amount of cover is | Click here to enter text. |
| The deductibles are | Click here to enter text. |



Resolving and avoiding disputes

The *tribunal* is

The Courts of England and Wales

If Option W1 or 2 is used

The *Senior Representatives* of the *Client* are

Name (1) Christine Peppiatt

Address for communications 5 Endeavour Square London E20 1JN

Address for electronic communications [Redacted]

Name (2) Heather McStay

Address for communications 5 Endeavour Square London E20 1JN

Address for electronic communications [Redacted]

Name (3) Click or tap here to enter text.

Address for communications Click or tap here to enter text.

Address for electronic communications Click or tap here to enter text.



The *Adjudicator* is

| | |
|---|---|
| Name | <input type="text" value="Click or tap here to enter text."/> |
| Address for communication | <input type="text" value="Click or tap here to enter text."/> |
| Telephone | <input type="text" value="Click or tap here to enter text."/> |
| Address for electronic communications | <input type="text" value="Click or tap here to enter text."/> |
| The <i>Adjudicator nominating body</i> is | the Royal Institution of Chartered Surveyors |

X1 Price Adjustment for Inflation

If Option X1 is used The proportions used to calculate the Price Adjustment Factor are

| | | | |
|-------------------------------------|---------------------------------------|-------------------------|---|
| 0. | <input type="text" value="Tap here"/> | Linked to the index for | <input type="text" value="Click or tap here to enter text."/> |
| 0. | <input type="text" value="Tap here"/> | | <input type="text" value="Click or tap here to enter text."/> |
| 0. | <input type="text" value="Tap here"/> | | <input type="text" value="Click or tap here to enter text."/> |
| 0. | <input type="text" value="Tap here"/> | | <input type="text" value="Click or tap here to enter text."/> |
| 0. | <input type="text" value="Tap here"/> | | <input type="text" value="Click or tap here to enter text."/> |
| 0. | <input type="text" value="Tap here"/> | Non adjustable | <input type="text" value="Click or tap here to enter text."/> |
| 1.00 | <div></div> | | |
| The <i>base date</i> for indices is | | | <input type="text" value="Click or tap here to enter text."/> |
| These indices are | | | <input type="text" value="Click or tap here to enter text."/> |

X5 Sectional Completion

If Option X5 is used The *completion date* for each *section* of the *works* is

| section | description | completion date |
|---------|---|---|
| (1) | <input type="text" value="Click or tap here to enter text."/> | <input type="text" value="Click to enter date."/> |
| (2) | <input type="text" value="Click or tap here to enter text."/> | <input type="text" value="Click to enter date."/> |
| (3) | <input type="text" value="Click or tap here to enter text."/> | <input type="text" value="Click to enter date."/> |
| (4) | <input type="text" value="Click or tap here to enter text."/> | <input type="text" value="Click to enter date."/> |



X7 Delay Damages

If Option X7 is used without Option X5

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

| |
|--|
| |
|--|

| |
|--|
| |
|--|

If Option X7 is used with Option X5

Delay damages for each *section* of the works are

| | description | amount per day |
|---|----------------------------------|-----------------------|
| (1) | Click or tap here to enter text. | £Click to enter text. |
| (2) | Click or tap here to enter text. | £Click to enter text. |
| (3) | Click or tap here to enter text. | £Click to enter text. |
| (4) | Click or tap here to enter text. | £Click to enter text. |
| The delay damages for the remainder of <i>works</i> are | | £Click to enter text. |

X8 Undertaking to Others

If Option X8 is used

The *undertakings to Others* are provided to

| |
|-----------------------------|
| any member of the TfL Group |
| Click here to enter text. |
| Click here to enter text. |

The *Subcontractor undertaking to Others* are

| works | provided to |
|---|-----------------------------|
| Mechanical & Electrical | any member of the TfL Group |
| Civil & Structural | any member of the TfL Group |
| Any other subcontractors / consultants with design responsibility | any member of the TfL Group |

The *Subcontractor undertaking to the Client* are

| |
|---|
| works |
| Mechanical & Electrical |
| Civil & Structural |
| Any other subcontractors / consultants with design responsibility |



The forms of undertaking, including *collateral warranty agreements* are detailed within Schedule 17 of the Framework Agreement



X10 Information Modelling

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

The period after the Contract Date within which the *Consultant* is to submit a first information Exchange Plan for acceptance is

Click to enter text.

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the reasonable skill, care and diligence normally used by competent and appropriately qualified professionals, experienced in providing information similar to the Project Information is, in respect of each claim.

Minimum Amount of Cover as detailed in Schedule 2 Insurance **Choose an item.**

If Minimum Amount of Cover in Schedule 2 does not apply the Minimum Amount of Cover is:

Click here to enter text.

The period following Completion of the whole of the works or earlier termination for which the *Contractor* maintains insurance cover for claims made against it arising out of its failure to use the reasonable skill, care and diligence is

12 years (6 if executed underhand)

X12 Multiparty Collaboration

If Option X12 is used

The *Promoter* is

Click or tap here to enter text.

The *Schedule of Partners* is in

Click or tap here to enter text.



The *Promoter's objective* is

Click or tap here to enter text.

The *Partnering Information* is in

Click or tap here to enter text.

X13 Performance Bond

| | | |
|-----------------------|---------------------------------------|---|
| If Option X13 is used | The amount of the performance bond is | NOT USED a sum equal to 10% of the Defined Cost. |
|-----------------------|---------------------------------------|---|

X14 Advanced Payment

| | | |
|-----------------------|---|----------------------------------|
| If Option X14 is used | The amount of the advanced payment is | Click or tap here to enter text. |
| | The period after the Contract Date from which the <i>Contractor</i> repays the instalments in assessments | not less than Click here. weeks |
| | The instalments are | Click or tap here to enter text. |
| | (Either an amount or a percentage of the payment otherwise due) | |
| Advanced payment bond | An advanced payment bond Choose an item. required. | |



X15 The Contractor’s Design

| | | |
|-----------------------|--|--|
| If Option X15 is used | The <i>period for retention</i> following Completion of the whole of the <i>works</i> or earlier termination is | 12 years |
| | The minimum amount of insurance cover for claims made against the <i>Contractor</i> arising out of its failure to use the reasonable skill, care and diligence normally used by competent and appropriately qualified professionals experienced in designing works similar to the <i>works</i> is, in respect of each claim. | Minimum Amount of Cover as detailed in Schedule 2 Insurance <i>applies</i> If Minimum Amount of Cover in Schedule 2 does not apply the Minimum Amount of Cover is: Click here to enter text. |
| | The period following Completion of the whole of the <i>works</i> or earlier termination for which the <i>Contractor</i> maintains insurance cover for claims made against it arising out of its failure to use the reasonable skill, care and diligence is | 12 years after Completion of the whole of the works (6 if executed underhand) |

X17 Low Performance Damages

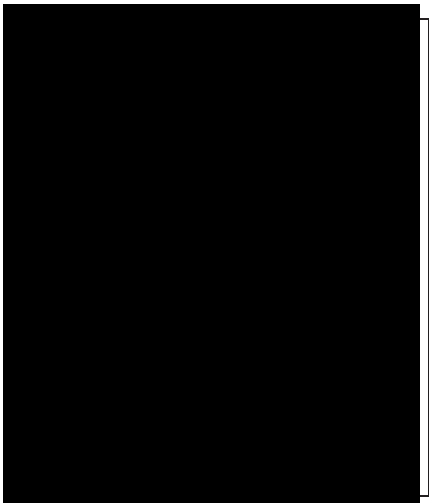
| | | | |
|-----------------------|--|-----|---------------------------|
| If Option X17 is used | The amount for low performance damages are | | |
| | amount | | performance level |
| | Click here to enter text. | for | Click here to enter text. |
| | Click here to enter text. | for | Click here to enter text. |
| | Click here to enter text. | for | Click here to enter text. |



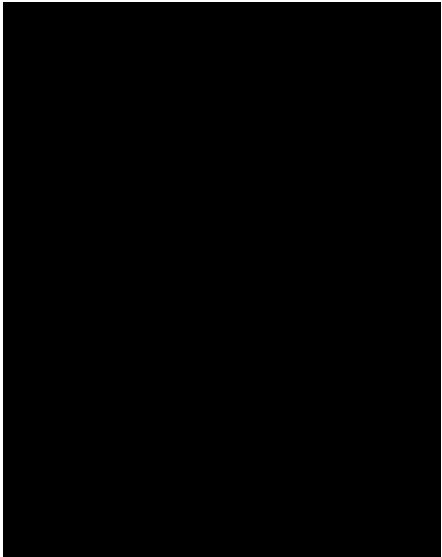
X18 Limitation of Liability

If Option X18 is used

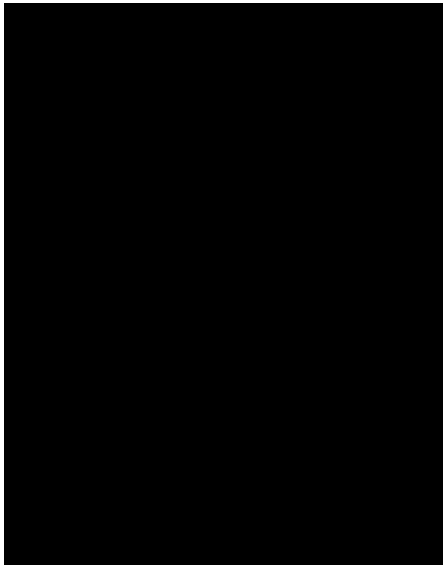
The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to



For any one event, the *Contractor's* liability to the *Client* for loss or damage to the *Client's* property is limited to



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





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



The end of liability date is **twelve (12)** years **(6 if executed underhand)** after Completion of the whole of the works.



X22 Early Contractor Involvement

If Option X22 is used

The Budget is

| item | description | amount |
|--------------|--|--------|
| (1) | Stage One Design and Services | |
| (2) | Stage Two Preliminaries & Design | |
| (3) | Stage Two Estimate Build Up | |
| (4) | Stage Two Design Contingency & Delivery Fees | |
| Total | | |

The *Contractor* prepares forecasts of the total Defined Cost of the work to be done in Stage One at intervals not longer than

Click or tap here to enter text.

The *Contractor* prepares forecasts of the total Project Cost at intervals no longer than

4 weeks

If there are additional events which could change the Budget

These are additional events which could change the Budget

(1) Click or tap here to enter text.

(2) Click or tap here to enter text.

(3) Click or tap here to enter text.

The budget incentive is Click or tap here to enter text. % of the saving.

Y(UK)1 Project Bank Account

If Option Y(UK)1 is used

The *Contractor* Choose an item. to pay any charges made and to be paid any interest paid by the *project bank*

The account holder is the *Choose an item.*

Y(UK)2 Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due

The period for payment is

Click or tap here to enter text. days after the date on which payment becomes due



Y(UK)3 The Contracts (Rights of Third Parties) Act 1999

| | | |
|-------------------|----------------------------------|----------------------------------|
| If Y(UK)3 is used | term | beneficiary |
| | Click or tap here to enter text. | Click or tap here to enter text. |
| | Click or tap here to enter text. | Click or tap here to enter text. |
| | Click or tap here to enter text. | Click or tap here to enter text. |

| | | |
|---|---------------------------------|--------------------|
| If Options Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK) 3 | term | beneficiary |
| | The provisions of Option Y(UK)1 | Named Suppliers |

Z: The additional conditions of contract are:

The *additional conditions of contract* are:

As per Addendum 2a and Addendum 2b



Addendum 2a – Framework *additional conditions of contract*

1. General

11.2 (2) Insert a further bullet point:

- Provided, procured and executed all X8 Undertakings (Collateral Warranties) required under this contract.

11.2(23) after Short Schedule of Cost Components' add:

'less Disallowed Cost.'

11.2(26) Insert new Clause:

'Disallowed Cost is cost which

- is included within the Commercial Inclusions Tables of the Framework Agreement's Pricing Procedures
 - is not justified by the *Contractor's* accounts and records,
 - should not have been paid to a Subcontractor or supplier in accordance with its contract,
 - was incurred only because the *Contractor* did not
 - follow an acceptance or procurement procedure stated in the Scope,
 - give an early warning which the contract required it to give or
 - give notification to the *Project Manager* of the preparation for the conduct of an adjudication or proceedings of a tribunal between the *Contractor* and a Subcontractor or supplier
- and the cost of
- correcting Defects after Completion,
 - correcting Defects caused by the *Contractor* not complying with a constraint on how it is to Provide the Works stated in the Scope,
 - Plant and Materials not used to Provide the Works (after allowing for reasonable wastage) unless resulting from a change to the Scope,
 - Resources not used to Provide the Works (after allowing for reasonable availability and utilisation) or not taken away from the Working Areas when the *Project Manager* requested and
 - Preparation for and conduct of an adjudication, payments to a member of the Dispute Avoidance Board or proceedings of the *tribunal* between the Parties.'

11.2(36) Insert a new Clause 11.2(36)

Data Protection Legislation means all applicable privacy and data protection laws including:

- the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/68) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications as amended, replaced or updated from time to time
- the UK GDPR;
- the Data Protection Act 2018 to the extent that it relates to processing of personal



data and privacy;

- iv. the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426);
- v. all applicable law about the processing of personal data and privacy; and
- vi. any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

11.2(37) Insert a new Clause 11.2(37)

UK GDPR means the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, as updated, superseded or repealed from time to time.

11.2(38) Insert a new Clause 11.2(38)

Data Subject has the meaning given to it in the Data Protection Legislation.

11.2(39) Insert a new Clause, 11.2 (39):

Personal Data has the meaning given to it in the Data Protection Legislation.

11.2(40) Insert a new Clause 11.2(40):

'Framework Agreement' is the framework agreement between Scape Procure Limited and the *Contractor* and terms defined in the Framework Agreement have the same meanings in this Contract unless a contrary intention is apparent.'

11.2(41) Insert a new Clause 11.2(41):

Framework Commercial Model as included in the Framework Agreement between Scape Procure Limited and the *Contractor*.

11.2(42) Insert a new Clause 11.2(42):

'Pool Re Arrangement – Terrorism Insurance purchased through Pool Reinsurance Company Limited as expressed in the ABI standard wording.'

12.4 Insert at the end:

'provided that Clauses 23 (Convictions), 28 (Governing Law and Dispute Resolution), 29 (Statutory Requirements), 30 (Competition Law, Corrupt Gifts and Payments), 31 (Modern Slavery), 33 (Confidentiality and Freedom of Information), 35 (Intellectual Property Rights), 36 (Personal data) and 38.11 (Miscellaneous: Whistle Blowing) of the Framework Agreement shall be deemed incorporated into this contract, mutatis mutandis, as if references to 'Scape' were to '*the Client*' and references to the 'Agreement' were to 'the *contract*'.'

12.5 Insert a new Clause 12.5:



A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment of it.

13.9 Insert a new Clause 13.9:

‘The following communications shall be deemed to have no effect if made by electronic mail transmission:

- any notification of a wish to terminate this contract or the employment of the *Contractor* under it;
- any notification by the *Contractor* of his intention to suspend performance of his obligations under this contract;
- any invoking by either party of the procedures applicable under this contract to the resolution of disputes or differences
- any agreement between the parties amending the provisions of this contract’

(Z Clause 13.9 may be deleted at the *Client’s* sole discretion).

19A Insert a new Clause 19A

‘19A Data Protection

19A.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. These Clauses are in addition to, and does not relieve, remove or replace, each Party’s obligations under the Data Protection Legislation. It is agreed that:

19A.2 Without prejudice to the generality of Clause 19A.1, both Parties will ensure that they have all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to each other for the duration and purposes of this agreement.

19A.3 Without prejudice to the generality of Clause 19A1, the *Contractor* shall, in relation to any Personal Data processed in connection with the performance by the *Contractor* of its obligations under this agreement:

19A.3.1 process that Personal Data only on the written instructions of the *Client* and only as required for the purpose of the performance of this agreement;

19A.3.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the *Client*, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);



- 19A.3.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 19A.3.4 not transfer any Personal Data outside of the UK or European Economic Area;
- 19A.3.5 assist the *Client*, at the *Contractor's* cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with the Information Commissioner, supervisory authorities or regulators;
- 19A.3.6 notify the *Client* without undue delay on becoming aware of a Personal Data breach;
- 19A.3.7 at the written direction of the *Client*, delete or return Personal Data and copies thereof to the *Client* on termination of the agreement; and
- 19A.3.8 maintain complete and accurate records and information to demonstrate its compliance with this Clause and allow for audits by the *Client* or the *Client's* designated auditor.
- 19A.4 The *Client* does not consent to the *Contractor* appointing any third-party processor of Personal Data under this agreement.'

2. The Contractor's Main Responsibilities

insert Clause 20.3

- 20.3 The *Contractor* advises the *Project Manager* on the practical implications of the design of the *works* and on subcontracting arrangements.

- 20.5 Insert a new Clause 20.5:

'In executing this contract, the *Contractor* accepts that all obligations and duties owed by it, acting as:

- the '*Consultant*' in the provision of Design or Pre-Construction Services under a preceding Project Order or Service Agreement; and/or
- the '*Contractor*' in the provision of the Works including Enabling Works under a preceding Delivery or Short Delivery Agreement ,

are deemed to be obligations and duties owed by the *Contractor* under this contract and notwithstanding the actual date of this contract any breach of those obligations and duties shall be treated as a breach of this contract.

- 21.4 Insert a new Clause 21.4:

'The *Contractor* checks the Scope provided by the *Client* and satisfies itself that its own design and Scope meets the *Client's* Scope and the applicable Law, with no discrepancy within and or between the Scope and its own design or Scope. Where there is ambiguity, inconsistency or conflict between these documents the *Client's* Scope will prevail.'

- 21.5 Insert a new Clause 21.5

'The *Contractor's* obligation is to exercise (and warrants that it has exercised) all the reasonable skill, care and diligence normally used by a competent and appropriately



qualified professional, who is experienced in undertaking works similar to the relevant part of the *works*'

26.3 Insert new final bullet point to the final bullet points:

- The period for payment of the amount due to the Subcontractor stated in the conditions is greater than 19 days after the due date in this contract

26.5 Insert a new Clause 26.5:

'The *Contractor*, in relation to any subletting of any portion of the *works* (including without limitation design work):

- procures that the relevant subcontract shall contain such obligations as necessary to ensure that it is in all respects compatible with the terms of this contract;
- warrants each Subcontractor's compliance with this contract's Modern Slavery requirements;
- warrants that all Subcontractors are fully aware of their obligations under the CDM Regulations and are fully competent and are adequately resourced to meet those obligations;
- procures that all relevant subcontracts shall be executed and delivered as a deed; and
- provides to the *Project Manager* a certified copy of any subcontract (save for particulars of the cost of such subcontract *works* unless other provisions of this contract or the Framework Agreement oblige the *Contractor* to disclose them).

The *Contractor* does not appoint a Subcontractor if there are compulsory grounds for excluding the Subcontractor under regulation 57 of the Public Contracts Regulations 2015. For the avoidance of doubt but without limitation references to subcontractors include suppliers and professional consultants engaged by the *Contractor*'

26.6 Insert a new Clause, 26.6

'The *Contractor* includes in any subcontract awarded by him provisions requiring that:

- invoices for payment submitted by the Subcontractor are considered and verified by the *Contractor* in a timely fashion,
- undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed, and
- any contract awarded by the Subcontractor for work included in this contract includes provisions to the same effect as these provisions.'

28.1 In line 2 change 'right' to 'any rights'
In line 3 change 'rights' to 'right'



4. Quality Management

- 41.3 Insert at the end of the second sentence:
- ‘and if the *Contractor* fails so to notify, the *Contractor* repeats (at its own cost) the test or inspection and gives notification as required in this Clause;
- 44.2 After the last sentence insert:
- ‘Where due to the non-availability of parts or materials or other circumstances beyond the *Contractor’s* control it is not possible to correct any Defect within the required timescale the *Contractor* makes an appropriate temporary repair and corrects the Defect as soon as possible thereafter and the *Contractor* keeps the *Client* informed about the position from time to time and at intervals no longer than the *period for reply*.’
- 44.3 Delete ‘*Supervisor*’ in line 1 and replace with ‘*Project Manager*’

5. Payment

- 50.1 Delete ‘*Supervisor*’ in the first bullet point and replace with ‘*Project Manager*’
- 50.10 Insert a new Clause 50.10:
- ‘If the *Contractor* has not procured and submitted to the *Client* for acceptance any of the Undertakings (Collateral Warranties) required, together with a certified copy of the underlying subcontract, one quarter of the Price for Work Done to Date which relates to the services or work of the subcontractors from whom such Undertakings (Collateral Warranties) are outstanding is retained by the *Client* in assessments of the amount due to the *Contractor*.’
- 53.1 Delete ‘*Supervisor*’ in the first bullet point and replace with ‘*Project Manager*’
- 53.3 In the first line replace the word ‘contact’ with
- ‘contract’
- 52.2 The Contractor keeps these records
- accounts of payments of Defined Cost,
 - proof that the payments have been made,
 - communications about and assessments of compensation events for Subcontractors and
 - other records as stated in the Scope.
- 52.4 The *Contractor* allows the *Project Manager* to inspect at any time within working hours the accounts and records which it is required to keep. The *Contractor* shall provide the *Project Manager* on request with copies of original or source accounting documentation including receipts, invoices and other costs data.



6. Compensation Events

- 60.1 (10) Insert at the end of this Clause
- ‘or unless it was reasonable for the *Supervisor* to instruct the *Contractor* to search, having regard to previous instances of non-compliant work in Providing the Works.
- 63.2 Insert after ‘rates and lump sums’
- ‘including those contained within the Framework Commercial Model,’
- 63.5 Delete third paragraph and substitute
- ‘The assessment takes into account
- any delay caused by the compensation event already in the Accepted Programme and
 - events which have happened between the date of the Accepted Programme and the dividing date.’
- 63.16 after first sentence insert the following text:
- Unless the *Project Manager* otherwise agrees, any new rate may not exceed the relevant People Rates for the applicable role and seniority stated in the People Rates table of the Framework Commercial Model.

8. Liabilities and Insurance

- 84.1 after the first sentence, insert:
- ‘After the *defects date* and on renewal of the insurance policy until the end of the periods stated in the Contract Data for which insurance is to be maintained, the *Contractor* submits to the *Client* for acceptance certificates which state that the insurance required by the contract is in force.’
- At the end of the Clause add:
- ‘The *Client*’s acceptance of an insurance certificate provided by the *Contractor* does not change the responsibility of the *Contractor* to provide the insurances stated in the Contract Data.’

9. Termination

- 90.2 Termination table, change procedure against the Client R17 or R20 to ‘P1 and P4’
- Insert the following new section:
- 91.9 The Public Contracts Regulations 2015**
- 91.9 The *Client* may terminate the *Contractor*’s obligation to Provide the Works if any of the provisions of Regulation 73(1) of The Public Contracts Regulations 2015 apply.
- If the *Client* terminates under the provisions of Regulation 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the *Contractor* at



the Contract Date, the procedures and amounts due on termination are the same as if the *Contractor* has substantially failed to comply with his obligations (R11)

If the *Client* otherwise terminates under the provisions of 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if the Parties had been released under the law from further performance of the whole of this contract. (R17)

OPTION W2

W2.1(1) Add the following at the end of the clause:

‘A Party may replace a Senior Representative after notifying the other Party of the name of the replacement’

OPTION X7 Delay Damages

X7.1 This clause is deleted and replaced by the following.

The *Contractor* pays delay damages at the rate stated in the Contract Data for each day from the Completion Date until the earlier of

- Completion
- the date on which the *Client* takes over the *works* and
- the date on which the *Project Manager* issues a termination certificate

OPTION X10 Multiparty Collaboration

X10.7 (1) the first bullet is replaced with the following:

“a fault in the Information Model not caused by a Defect in the Project Information.”

X10.7 (2) delete ‘skill and care normally used by professionals’ and add the following:

‘reasonable skill, care and diligence normally used by competent and appropriately qualified professionals, experienced in’

In the first line the words

“fault or error”

Are replaced with

“Defect”

X10.7 (3) delete ‘skill and care normally used by professionals’ and add the following:

‘reasonable skill, care and diligence normally used by competent and appropriately qualified professionals, experienced in’



OPTION X15 The *Contractor's* Design

- X15.1 delete the words 'skill and care normally used by professionals' and replace with:
 'reasonable skill, care and diligence to be expected of competent and appropriately qualified professionals experienced in'
- X15.5 delete the words 'skill and care normally used by professionals' and replace with:
 'reasonable skill, care and diligence to be expected of competent and appropriately qualified professionals experienced in'
- X15.6 Add a new clause
- 'Before the starting date and on each renewal of the insurance policy until the defects date, the *Contractor* submits to the *Project Manager* for acceptance a certificate which states that the insurance required by this clause is in force.
- After the *defects date* and on each renewal of the insurance policy until the end of the period stated in the Contract Data for which insurance is to be maintained, the *Contractor* submits to the *Client* for acceptance a certificate which states that the insurance required by this clause is in force. The certificate is signed by the *Contractor's* insurer or insurance broker.
- The *Project Manager* or the *Client* accepts the certificate if the insurance complies with this clause and if the insurer's commercial position is strong enough to carry the insured liability. The *Client's* acceptance of an insurance certificate provided by the *Contractor* does not change the responsibility of the *Contractor* to provide the insurance stated in this clause.'

OPTION X18 Limitation of liability

- X18.5 delete final bullet
- X22 Add a new clause:

OPTION X22 Early *Contractor* Involvement

Identified and defined terms

- X22.1 (1) The Access Dates are the *access dates* unless later changed in accordance with the contract.
- (2) Budget is the items and amounts stated in the Contract Data unless the amounts are later changed in accordance with the contract.
- (2A) Notice to Proceed is a notice from the *Project Manager* to the *Contractor* and includes supplemental Contract Data and other information for Stage Two.
- (3) Project Cost is the total paid by the *Client* to the *Contractor* and Others for the items included in the Budget.
- (4) Stage One and Stage Two have the meanings given to them in the Scope.



- (5) Pricing Information is information which specifies how the *Contractor* prepares its assessment of the Prices for Stage Two, and is in the document which the Contract Data states it is in.

Forecasts

- X22.2 (1) Not used.
- (2) Not used.
- (3) Not used.
- (4) Not used.
- (5) The *Contractor* prepares forecasts of the Project Cost in consultation with the *Project Manager* and submits them to the *Project Manager*. Forecasts are prepared at the intervals stated in the Contract Data from the *starting date* until Completion of the whole of the *works*. An explanation of the changes made since the previous forecast is submitted with each forecast.

Proposals for Stage Two

- X22.3 (1) The *Contractor* prepares its proposals for Stage Two in consultation with the *Project Manager* and submits them to the *Project Manager* in accordance with the submission procedure stated in the Scope. The submission includes the *Contractor's* forecast of the effect of the proposals on the Project Cost and the Accepted Programme.
- (2) At the end of Stage One the *Contractor* submits to the *Project Manager* for acceptance
- its proposals for Stage Two,
 - a revised programme,
 - any revisions to the Access Dates, Key Dates and the Completion Date and
 - the total of the Prices or any change to the total of the Prices
- in accordance with the submission procedures stated in the Scope
- The total of the Prices is in the form of revisions to the Activity Schedule. A revised Activity Schedule includes Price for Works Done to Date in Stage One.
- (3) If the submission is not accepted, the *Project Manager* gives reasons. A reason for not accepting a *Contractor's* submission is that
- it does not comply with the Scope
 - it will cause unnecessary delay to the Access Dates, Key Dates or the Completion Date
 - it will cause the *Client* to incur unnecessary costs to Others or
 - the *Project Manager* is not satisfied that the total of the Prices or any changes to the total of the Prices have been properly assessed.



- (4) The *Contractor* makes a revised submission taking account of the *Project Manager's* reasons.
- (5) The total of the Prices for Stage Two is assessed by the *Contractor* using the Pricing Information stated in the Contract Data.
- (6) The *Contractor* obtains approvals and consents from Others as stated in the Scope.
- (7) During Stage One the *Project Manager* and *Contractor* may agree to change the Site Information. The *Project Manager* changes the Site Information as agreed.
- (8) The *Contractor* completes any outstanding design during Stage Two.
- (9) If the *Contractor's* obligation to Provide the Works is terminated during Stage One, the amount due under A4 is the *fee percentage* applied to any excess of the total of the Prices for the work to be done in Stage One over the Price for Work Done to Date.

Key persons

- X22.4 The *Contractor* does not replace any *key person* during Stage One unless
- the *Project Manager* instructs the *Contractor* to do so or
 - the person is unable to continue to act in connection with the contract.

Notice to Proceed to Stage Two

- X22.5(1) At the end of Stage One the *Project Manager* issues either a Notice to Proceed to Stage Two or a notice that the *works* will not proceed to Stage Two.
- (2) The *Project Manager* issues a Notice to Proceed to Stage Two when:
 - the *Contractor* has obtained approvals and consents from Others as stated in the Scope
 - changes to the Budget have been agreed or assessed by the *Project Manager*,
 - the *Project Manager* and the *Contractor* have agreed the total of the Prices for Stage Two, any changes to the Site Information, Access Dates, Key Dates and the Completion Date and
 - the *Client* has confirmed the *works* are to proceed.
 - (2A) The Notice to Proceed to Stage Two and any information provided with that notice is not a compensation event.
 - (3) If a Notice to Proceed to Stage Two is issued, the *Project Manager* changes the Prices, the Access Dates, the Key Dates and the Completion Date accordingly and accepts the revised programme.
 - (4) After a Notice to Proceed to Stage Two is issued,
 - any change to the Prices, Completion Date or Key Dates for a compensation event that occurred before the issue of the Notice to Proceed to Stage Two is treated as included



in the change to the Prices, Key Dates and Completion Date in the Notice to Proceed to Stage Two

- a compensation event which is judged against the Contract Date is instead judged against the date of the Notice to Proceed to Stage Two and
- the amount due on termination under A4 is the *fee percentage* applied to any excess of the total of the Prices, as changed in accordance with the Notice to Proceed to Stage Two, over the Price for Work Done to Date.

(5) If the *Project Manager* issues a notice that the *works* will not proceed to Stage Two, the *Project Manager*

- issues an instruction that the work in Stage Two is removed from the Scope, and
- changes the Completion Date to the date of Completion of Stage One.

The instruction to remove the work in Stage Two from the Scope is not a compensation event and the *Contractor* is not entitled to any claim for loss of profit, business or opportunity arising from any such omission, whether or not the *Client* appoints another contractor to complete the Stage Two *works*.

(6) If the *Project Manager* issues a notice that the *works* will not proceed to Stage Two, the *Client* may appoint another contractor to complete the Stage Two *works*.

Changes to the Budget

X22.6(1) Before a Notice to Proceed to Stage Two is issued, if one of the following events happens, the *Project Manager* and the *Contractor* discuss different ways of dealing with changes to the Budget which are practicable

- The *Project Manager* gives an instruction changing the *Client's* requirements stated in the Scope.
- Additional events stated in the Contract Data.

(2) The *Project Manager* and the *Contractor* agree changes to the Budget within four weeks of the event arising which changes the Budget. If the *Project Manager* and the *Contractor* cannot agree the changes to the Budget the *Project Manager* assesses the change and notifies the *Contractor* of his assessment.

Incentive payment

X22.7 Not used.

OPTION Y(UK) 1: Project Bank Account

The secondary Option is deleted and replaced with

Defined terms

Y1.1

- (1) Joining Deed is an agreement in the form set out in the contract under which the Supplier joins the Trust Deed.
- (2) Named Suppliers are *named suppliers* and other Suppliers who have signed the Joining Deed.



- (3) The Payment Schedule is a list of payments to be made to the *Contractor* and Named Suppliers from the Project Bank Account.
- (4) Project Bank Account is the account used to receive payments from the *Client* and the *Contractor* and to make payments to the *Contractor* and Named Suppliers.
- (5) Project Bank Account Tracker is a register of all payments made to and from the Project Bank Account and the date each payment was made and is in the form stated in the Scope.
- (6) A Supplier is a person or organisation who has a contract to
 - construct or install part of the works,
 - provide a service necessary to Provide the Works or
 - supply Plant and Materials for the works.
- (7) Trust Deed is an agreement in the form set out in the contract which contains provisions for administering the Project Bank Account.

Project Bank Account

- Y1.2 The *account holder* establishes the Project Bank Account with the *project bank* within eight weeks of the Contract Date.
- Y1.3 Unless stated otherwise in the Contract Data, the *Contractor* pays any charges made and is paid any interest paid by the project bank. The charges and interest by the project bank are not included in Defined Cost.
- Y1.4 If the *account holder* is the *Contractor*, it submits to the *Project Manager* for acceptance details of the banking arrangements for the Project Bank Account. A reason for not accepting the banking arrangements is that they do not provide for payments and inspections to be made in accordance with the contract. The *Contractor* provides to the *Project Manager* copies of communications with the *project bank* in connection with the Project Bank Account.

Named Suppliers

- Y1.5 The *Contractor* includes in its contracts with Named Suppliers the arrangements in the contract for the operation of the Project Bank Account and Trust Deed. The *Contractor* informs the Named Suppliers it appoints, the details of the Project Bank Account and the arrangements for payment of amounts due under their contracts.
- Y1.6 The *Contractor* submits proposals for adding a Supplier to the Named Suppliers to the *Project Manager* for acceptance. A submission includes the Suppliers stated in the Scope and other Suppliers requested by the Contractor. A reason for not accepting a submission is that the addition of a Supplier does not comply with the Scope. The *Client*, the *Contractor* and the Supplier sign the Joining Deed after acceptance.

Payments

- Y1.7 Until the Project Bank Account is established, payment is made by the *Client* to the *Contractor*.
- Y1.8 The *Contractor* shows in the application for payment the amounts due to Named Suppliers in accordance with their contracts.



- Y1.9 Within the time set out in the banking arrangements to allow the *project bank* to make payment to the *Contractor* and Named Suppliers in accordance with the contract,
- the *Contractor* prepares the Payment Schedule, provides a copy to the *Project Manager* and provides the information in the Payment Schedule to the project bank,
 - the *Client* makes payment to the Project Bank Account of the amount which is due to be paid under the contract and
 - the *Contractor* makes payment to the Project Bank Account of any amount which the *Client* has informed the *Contractor* it intends to withhold from the certified amount and which is required to make payment to Named Suppliers.
- Y1.10 The *Contractor* notifies the *Project Manager* if the amount due to any Named Supplier stated in the Payment Schedule is different from that in the payment certificate and provides reasons for the change.
- Y1.11 If the account holder is the *Contractor*, it authorises payment in accordance with the Payment Schedule no later than one day before the final date for payment. Following payment, the *Client* checks the amounts paid to the Named Suppliers by inspecting the Project Bank Account.
- Y1.12 If the *account holder* is the Parties, they jointly authorise payment in accordance with the Payment Schedule no later than one day before the final date for payment.
- Y1.13 Following authorisation, the *Contractor* and Named Suppliers receive payment from the Project Bank Account of the sums set out in the Payment Schedule as soon as practicable after the Project Bank Account receives payment.
- Y1.14 The *Contractor* updates the Project Bank Account Tracker and submits it to the *Project Manager* within one week of any payment being made from the Project Bank Account.
- Y1.15 A payment which is due from the *Contractor* to the *Client* is not made through the Project Bank Account.

Effect of Payment

- Y1.16 Payments made from the Project Bank Account are treated as payments from the *Client* to the *Contractor* in accordance with the contract. A delay in payment due to a failure of the *Contractor* to comply with the requirements of this clause is not treated as late payment under the contract.

Trust Deed

- Y1.17 The *Client*, the *Contractor* and *named suppliers* sign the Trust Deed within two weeks of the Contract Date.

Termination

- Y1.18 If the *Project Manager* issues a termination certificate, no further payment is made into the Project Bank Account.



Addendum 2b - Project specific *additional conditions of contract* agreed between the *Client* and the *Contractor*

If *additional conditions of contract* are agreed between the *Client* and the *Contractor*, insert them here.

Addendum 2b – Project Specific *additional conditions of contract* agreed between the *Client* and the *Contractor*

- 11.2(41A) Insert a new clause 11.2(41A)
- Indirect Subcontractor means any subcontractor or subconsultant of whatever tier beneath any Subcontractor appointed in relation to the *works*.
- 11.2(43) Insert a new clause 11.2(43)
- Procurement Schedule means the document prepared and submitted by the *Contractor* with its design proposals for Stage Two identifying
- Plant and Materials with a significant lead time required to Provide the Works and
 - the date by which the *Contractor* will need to place orders for and receive delivery of such Plant and Materials in order to Provide the Works in accordance with the Accepted Programme,
- as may be updated from time to time by agreement between the *Client* and the *Contractor* in accordance with the procedure set out in the Scope.
- 11.2(44) Insert a new clause 11.2(44)
- TfL Group means Transport for London (“TfL”), a statutory body set up by the Greater London Authority Act 1999 and all of its subsidiaries and their subsidiaries (as defined in Section 1159 of the Companies Act 2006) from time to time, together with Crossrail Limited (company number 04212657) and reference to any “member of the TfL Group” refers to TfL or any such subsidiary.
- 12.4A Insert new clause 12.4A
- Where there is any discrepancy or conflict within or between the Project Specific *additional conditions of contract* in Addendum 2b and the other documents forming the contract, the Project Specific *additional conditions of contract* in Addendum 2b take precedence.
- 33.1A Insert new clause 33.1A
- The *Client* does not guarantee uninterrupted or exclusive access to or use of the Site or any Working Area and access is limited in accordance with this contract.
- 35.2 Delete clause 35.2 and replace with the following
- Subject to clause 35.2A, the *Client* may use or permit Others to use any part of the *works* before Completion has been certified. The *Client* does not take over, and is not treated as having taken over, the part of the *works* when it (or Others) begins to use it and the *Contractor* remains responsible for the care and protection of that part of the *works* and for its maintenance in accordance with the requirements of the Scope whilst it is being used by the *Client* and/or Others until take over is certified by the *Project Manager* in accordance with clause 35.3.
- 35.2A If the *Client* or Others intend to use any part of the *works* prior to take over the *Client* notifies the *Contractor* no later than 3 days before it or Others intend to begin to use the relevant part of the *works*. The *Contractor* may object (acting reasonably) to the *Client* and/or Others using any part of the *works* prior to take over on grounds that such use would break a health or safety regulation, providing details of the relevant regulation that would be broken. If the *Contractor* objects, the Parties meet to discuss how to resolve the objection to allow use of the relevant part of the *works*.
- 60.1(22) Insert new clause 60.1(22)
- A supplier does not provide Plant and Materials identified in the Procurement Schedule to the *Contractor* by the date such Plant and Materials are required in order to Provide the Works in

accordance with the Accepted Programme, provided that the *Contractor* is not entitled under this clause 60.1(22) to any change to the Prices.

63.1A Insert new clause 63.1A

Notwithstanding any other provision of this contract, in respect of a compensation event under clause 60.1(22):

- there is no increase to the Prices and
- a delay to the Completion Date is assessed as the length of time that, due to the compensation event, planned Completion is later than the Completion Date as shown on the Accepted Programme current at the dividing date.

The assessment takes into account

- any delay caused by the compensation event already in the Accepted Programme and
- events which have happened between the date of the Accepted Programme and the dividing date.

63.9A Insert new clause 63.9A

Without limiting the generality of clause 63.9, the assessment of the effect of a compensation event under clause 60.1(22)

- takes into account how much of the effect of the event is caused or contributed to by any fault of the *Contractor* and
- assumes that the *Contractor* has taken all reasonable steps to mitigate the actual or potential effects of the event.

100 Insert a new clause 100:

100 *Client's Business*

100.1 The *Contractor* acknowledges that it

- has sufficient information about the *Client* and the *works*, and
- has made all appropriate and necessary enquiries to enable it to Provide the Works in accordance with this contract, and

is neither entitled to any additional payment nor excused from any obligation or liability under this contract due to any misinterpretation or misunderstanding by it of any fact relating to the *works*.

101 Insert a new clause 101:

101 *Compliance with Policies*

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

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

- 101.3 The *Contractor* shall as it Provides the Works (while taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the *Contractor's* activities may impact on the environment) to the need to
- preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment,
 - enhance the environment and have regard to the desirability of achieving sustainable development,
 - conserve and safeguard flora, fauna and geological or physiological features of special interest, and
 - sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

102

Insert a new clause 102:

102 Sustainable Timber

- 102.1 For the purposes of this clause unless the context indicates otherwise, the following expressions have the following meanings:

“Independent Report” means an independent report by an individual or body:

- whose organisation, systems and procedures conform to,
 - ISO Guide 65:1996 (EN 45011:1998), and
 - general requirements for bodies operating product certification systems, and
- who is accredited to audit against forest management standards by a national or international body whose organisation, systems and procedures conform to ISO Guide 61 General Requirements for Assessment and Accreditation of Certification Bodies.

“Legal Timber” means Timber in respect of which the organisation that felled the trees and/or provided the Timber from which the wood supplied under the contract derived

- had legal rights to use the forest,
- holds a register of all local and national laws and codes of practice relevant to forest operations, and
- complied with all relevant local and national laws and codes of practice including environmental, labour and health and safety laws and paid all relevant royalties and taxes.

“Recycled Timber” and **“Reclaimed Timber”** Means recovered wood that has been reclaimed or re-used and that has been in previous use and is no longer used for the purpose for which the trees from which it derives were originally felled. The terms ‘recycled’ and ‘reclaimed’ are interchangeable and include, but are not limited to the following categories: pre-consumer recycled wood and wood fibre or industrial by-products but excluding sawmill co-products (sawmill co-products are deemed to fall within the category of Virgin Timber), post-consumer recycled wood and wood fibre and drift wood. recycled or reclaimed Timber must be capable of being evidenced as such to the *Client's* satisfaction in order to satisfy this definition.

“Sustainable Timber” means Timber, which in order to meet the *Client's* criteria for sustainable timber, must be

- Recycled Timber, or
- Sustainably Sourced Timber, or

- a combination of the above two bullet points.

“Sustainably Sourced Timber” means Timber sourced from organisational, production and process methods that minimise harm to ecosystems, sustain forest productivity, ensure that both forest ecosystem health and vitality, and forest biodiversity is maintained. In order to satisfy this definition, Timber must be accredited to meet the Forest Stewardship Council (FSC) or equivalent. Where it is not practicable to use Forest Stewardship Council (FSC) standard accredited timber, the *Client* will accept Timber accredited through other schemes approved by the Central Point of Expertise on Timber (CPET), as listed below:

- Canadian Standards Association (CSA),
- Programme for the Endorsement of Forest Certification (PEFC), or
- Sustainable Forestry Initiative (SFI),

or such other source as the *Contractor* may demonstrate to the *Client*’s satisfaction is equivalent.

“Timber” means wood from trees that have been felled for that purpose, but excludes any item where the manufacturing processes applied to it has obscured the wood element, (by way of example only, paper would not be treated as timber). Where the term Timber is used as a generic term it includes both Virgin Timber and Recycled Timber.

“Virgin Timber” means Timber supplied or used in performance of this contract that is not Recycled Timber.

- 102.2 (a) The *Contractor* ensures that all Timber supplied or used in the performance of this contract is Sustainable Timber. If it is not practicable for the *Contractor* to meet this condition the *Contractor* must inform the *Client* in writing prior to the supply of any Timber that is not Sustainable Timber, and stating the reason for the inability to comply with this condition. The *Client* reserves the right, in its absolute discretion, to approve the use of Timber that is not Sustainable Timber. Alternatively the *Client* has the right to reject the proposed Timber. Where the *Client* exercises its right to reject any Timber, the provisions of clause 102.2(d) shall apply.

(b) Without prejudice to clauses 102.2.(a), 102.4(b) and 102.4(c), all Virgin Timber procured by the *Contractor* for supply or use in performance of the contract is Legal Timber.

(c) The *Contractor* ensures that Virgin Timber it procures for supply or use in performance of the contract shall not have derived from any species of tree that is protected under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) unless the supplier

can prove, by producing official documentation, that it has complied with the CITES requirements that permit trading in the particular species of tree so listed under that Convention.

(d) The *Client* reserves the right to reject at any time any Timber that does not comply with the conditions of contract or the Scope. Where the *Client* exercises its right to reject any Timber, the *Contractor* supplies contractually compliant alternative Timber, at no additional cost to the *Client* and without causing delay to the performance of this contract.

(e) The *Contractor* maintains records of all Timber supplied and used in the performance of the contract. Such information is made available to the *Client* promptly if requested at any time.

- 102.3 (a) Unless the *Client* has given its written approval in accordance with clause 102.2.(a) that Timber that is not Sustainable Timber may be used, then, if requested, the *Contractor* shall promptly provide evidence to the *Client*’s satisfaction that the Timber is Sustainable Timber.

(b) Upon a request by the *Client* referred to in clause 102.3.(a), in the event that the *Contractor* does not promptly provide such evidence, or the evidence provided does

not satisfy the *Client's* requirements, then (and without prejudice to clause 102.4.(a)), the *Client* reserves the right to retain 25% of any monies payable to the *Contractor* under this contract until such date as the *Client* is in receipt of such evidence and the *Client* is satisfied that the evidence establishes that the Timber is Sustainable Timber.

(c) The *Contractor* reports annually on its use of Sustainable Timber in the performance of this contract, in the form set out in the Scope.

(d) The *Contractor* reports on the amount of Timber that has been supplied to the *Client* in accordance with clause 102.2.(a) which is not Sustainable Timber.

102.4 (a) The *Client* reserves the right to determine whether the evidence supplied by the *Contractor* is sufficient to satisfy it that the Scope and the contract have been fully complied with. In the event that the *Client* is not so satisfied, the *Contractor* shall, on written request by the *Client*, commission and meet the costs of an Independent Report to

– verify the source of the Timber, and

– assess whether the forests of origin were managed in accordance with the specified local laws and regulations.

(b) The *Contractor*, before delivering any Virgin Timber under this contract, obtains documentary evidence to the *Client's* satisfaction that the Timber is both Legal and Sustainable Timber. If requested in writing by the *Client*, the *Contractor* submits such documentary evidence to the *Client* either prior to delivery or at such other times as the *Client* may require. For the avoidance of doubt, the *Contractor* identifies, as part of the evidence submitted, a chain of custody from the source of the Timber through to delivery of the final product.

(c) The *Client* reserves the right at any time during the execution of the contract and for a period of 6 years from final delivery of any Timber under this contract to require the *Contractor* to produce the evidence required for the *Client's* inspection within 14 days of the *Client's* written request.

103

Insert a new clause 103:

103 Criminal Record Declarations

103.1 In this Clause 103:

“Relevant Individual” means any member of the Contractor's Personnel engaged in any aspect of the provision of the *works* and requiring potentially the access to the *Client* Premises and

“Relevant Conviction” means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security.

103.2 The *Contractor* procures from a Relevant Individual a declaration that they have no Relevant Convictions (**“Declaration”**) or disclosure of any Relevant Convictions they have committed. A Declaration is procured prior to any Relevant Individual being engaged in any aspect of the provision of the *works*. The *Contractor* confirms to the *Client* in writing on request and in any event not less than once in every year that each Relevant Individual has provided a Declaration. The *Contractor* procures that a Relevant Individual notifies the *Contractor* immediately if they commit a Relevant Conviction throughout the duration of this contract and the *Contractor* notifies the *Client* in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.

103.3 The *Contractor* is not permitted to engage or allow the engagement of any Relevant Individual who has disclosed a Relevant Conviction in any aspect of the provision of the *works*.

- 103.4 The *Client* may in accordance with the audit rights set out in Clause 109 audit and check any and all such records as are necessary in order to monitor compliance with this Clause 103 at any time during performance of this contract.
- 103.5 If the *Contractor* fails to comply with the requirements under Clauses 103.2 and/or 103.3, the *Client* may serve notice on the *Contractor* requiring the *Contractor* to immediately remove or procure the removal of any Relevant Individual who has not provided a Declaration from the *Client* Premises with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the *works* unless (in the case of non-compliance with Clause 103.2) within 7 days of receipt of the notice the *Contractor* confirms to the *Client* that all of the Declarations required under Clause 103.2 have been procured.
- 103.6 A persistent breach of either or both of Clause 103.2 or 103.3 by the *Contractor* is treated as the *Contractor* having substantially failed to comply with its obligations for the purpose of Clause 91.2 of this contract.
- 103.7 If either Party becomes aware that a Relevant Individual has committed a Relevant Conviction, the *Contractor* removes or procures the removal of any Relevant Individual who has not provided a Declaration from *Client* Premises with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the *works*.
- 103.8 Nothing in this Clause 103 in any way waives, limits or amends any obligation of the *Contractor* to the *Client* arising under this contract and the *Contractor's* obligation to Provide the Works remains in full force and effect and the *Contractor* cannot claim any extra costs or time as a result of any actions under this Clause 103.

104 Insert a new clause 104:

104 Crime and Disorder Act 1998

- 104.1 The *Contractor* acknowledges that the *Client* is under a duty in accordance with 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 *Client's* duties;
 - where appropriate, to identify actions to reduce levels of crime and disorder; and
 - without prejudice to any other obligation imposed on the *Client*, to exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area,
- and in the performance of this contract, the *Contractor* will assist and co-operate with the *Client*, and will use reasonable endeavours to procure that its Subcontractors and Indirect Subcontractors observe these duties and assists and co-operates with the *Client* where possible to enable the *Client* to satisfy its duty.

105 Insert a new clause 105:

105 Modern Slavery Act

- 105.1 For the purposes of this clause unless the context indicates otherwise, the following expressions have the following meanings:
- Anti-Slavery Policy** means a policy implemented by the *Contractor* which sets out the procedures the *Contractor* has put in place to comply with section 54 of the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under section 54 of that Act.

Certified Ethical Labour Provider means a labour provider who meets the qualifying requirements of a Certified Ethical Labour Scheme and who is verified and/or certified (as the case may be), at or within six months (or such longer period as the *Client* may agree, acting reasonably) of the *starting date* and thereafter as required pursuant to the terms of the relevant Certified Ethical Labour Scheme in order to maintain or renew the validity of the verification and/or certification (as the case may be), by a competent and independent third party as meeting such qualifying requirements.

Certified Ethical Labour Scheme means any of the following

- the BRE Ethical Labour Sourcing standard BES 6002 ("**BRE Standard**"),
- the Clearview Global Labour Provider Certification Scheme ("**Clearview Scheme**"), or
- an alternative standard or scheme which, in the reasonable opinion of the *Client*, is an acceptable substitute to the BRE Standard or Clearview Scheme ("**Alternative Labour Scheme**"),

and references to the BRE Standard, Clearview Scheme and Alternative Labour Scheme are to such standard or schemes as updated from time to time.

105.2 In performing its obligations under this contract, the *Contractor*

- complies with the Anti-Slavery Policy,
- complies, and procures that its Subcontractors and Indirect Subcontractors comply, with the Modern Slavery Act 2015, and
- unless otherwise agreed in writing by the *Client* (at the *Client's* sole and absolute discretion), only procures, and ensures that its Subcontractors and Indirect Subcontractors only procure, labour from a Certified Ethical Labour Provider.

Where the *Contractor*, a Subcontractor or Indirect Subcontractor is procuring labour from a Certified Ethical Labour Provider in accordance with the Clearview Scheme (or any Alternative Labour Scheme in respect of which audit reports are prepared), the resulting audit reports shall be made available to the *Client* (at no additional cost) through the Supplier Ethical Data Exchange (Sedex) platform or such other equivalent platform as the *Client* in its sole and absolute discretion may approve.

105.3 On each 12 month anniversary of the *starting date*, until the Defects Certificate has been issued, the *Contractor* shall submit a report to the *Client* which confirms that all labour used to Provide the Works has been procured from a Certified Ethical Labour Provider and includes such evidence as the *Client* may reasonably require to evidence compliance.

105.4 A failure by the *Contractor* to comply with its obligations under Clause 105.1 to 105.3 constitutes a substantial failure by the *Contractor* to comply with its obligations for the purpose of Clause 91.2 of this contract.

105.5 The *Client* may refuse any labourer employed or engaged by the *Contractor*, a Subcontractor or Indirect Subcontractor entry onto any property that is owned, occupied or managed by the *Client* if that labourer has not been procured from a Certified Ethical Labour Provider or if the *Client* has reasonable grounds to suspect that such employee or agent has not been procured from a Certified Ethical Labour Provider. Any losses arising from such refusal of entry shall not constitute a compensation event.

106

Insert a new clause 106:

106 Conflict of Interest

106.1 The *Contractor* acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the

provision of the *works* or any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the *Client*.

- 106.2 The *Contractor* undertakes ongoing and regular conflict of interest checks throughout the duration of this contract and in any event not less than once in every six months and notifies the *Client* in writing immediately on becoming aware of any actual or potential conflict of interest with the provision of the *works* under this contract or any member of the TfL Group and shall work with the *Client* to do whatever is necessary (including the separation of staff working on, and data relating to, the *works* from the matter in question) to manage such conflict to the *Client's* satisfaction, provided that, where the *Client* is not so satisfied (in its absolute discretion) it shall be entitled to terminate the contract.

107

Insert a new clause 107:

107 Nuisance

- 107.1 Without limiting the *Client's* liability under the first bullet point of clause 80.1, the *Contractor* at all times prevents any public or private nuisance (including, without limitation, any such nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier or any Statutory Undertaker arising out of the carrying out of the *works* or of any obligation under clause 44 and assists the *Client* in defending any action or proceedings which may be instituted in relation to the same. The *Contractor* is responsible for and indemnifies the *Client* from and against any and all expenses, liabilities, losses, claims and proceedings whatsoever resulting from any such nuisance or interference, except only where such nuisance or interference is the consequence of an instruction of the *Client*.
- 107.2 Without prejudice to the *Contractor's* obligations under clause 107.1, the *Contractor* ensures that there is no trespass on or over any adjoining or neighbouring property arising out of the *works* or of any obligation under clause 44. If the carrying out of the *works* or of any obligation under clause 44 is likely to necessitate any interference (including, without limitation, the oversailing of tower crane jibs) with the rights of adjoining or neighbouring owners or occupiers, then the *Contractor* obtains the prior written agreement of such owners and/or occupiers to the work, and such agreement will be subject to the approval of the *Client* before execution. The *Contractor* complies in every respect with any conditions in any such agreement. The *Client* pays to the *Contractor* any reasonable costs of adjoining or neighbouring owners or occupiers incurred by the *Contractor* in connection with any such agreement, provided that the *Contractor* obtains the *Project Manager's* approval of such costs before they are incurred ("Approved **Costs**"). The Approved Costs are payable as other amounts to be paid to the *Contractor* in accordance with clause 50.3 of this contract.

108

Insert a new clause 108:

108 Construction Industry Scheme

- 108.1 In this clause 108
- "Construction Industry Scheme" means the provisions of Chapter 3 of Part 3 of the Finance Act 2004 (Construction Industry Scheme) together with any regulations made pursuant to these provisions, including the Income Tax (Construction Industry Scheme) Regulations 2005.
- 108.2 Where the Construction Industry Scheme applies to any payment to be made by the *Client* to the *Contractor* under this contract, the obligations of the *Client* to make such payment will be subject to the provisions of the Construction Industry Scheme. Unless and until HM Revenue and Customs confirms to the *Client* that the *Client* can make any payment to the *Contractor* without any tax deduction, the *Client* deducts any tax from payments due to the *Contractor* under this contract at the rate specified by HM

Revenue and Customs pursuant to the Construction Industry Scheme before paying the balance to the *Contractor*. The *Client* accounts to HM Revenue and Customs for any tax so deducted.

109

Insert a new clause 109:

109 Records, Audit and Inspection

109.1 In this clause 109

“Records” means

- all necessary information for the evaluation of claims or compensation events, whether or not relating to Subcontractors and/or Indirect Subcontractors,
- management accounts, information from management information systems and any other management records,
- accounting records (in hard copy as well as computer readable data),
- sub-contract files (including proposals of successful and unsuccessful bidders, bids, rebids, etc.),
- original estimates,
- estimating worksheets,
- correspondence,
- compensation event files (including documentation covering negotiated settlements),
- schedules including capital works costs, timetable and progress reports,
- general ledger entries detailing cash and trade discounts and rebates,
- commitments (agreements and leases) greater than £5,000 (five thousand pounds),
- detailed inspection records,
- such materials prepared in relation to the invitation to tender and subsequent tendering process relating to cost breakdowns, in each case which have not already been provided to the *Client*, and
- accounts and records of the Price for Works Done to Date and all other amounts to be paid to the *Contractor* under this contract.

109.2 The *Contractor* maintains and procures in each subcontract that each of its Subcontractors, maintains and retains the Records for a minimum of 6 years from Completion with respect to all matters for which the *Contractor* and its Subcontractors and Indirect Subcontractors are responsible under this contract. The *Contractor* procures that each subcontract contains open-book audit rights in favour of the *Client* and any novated *Client* and their authorised representatives.

109.3 The *Contractor* undertakes and procures that its Subcontractors and Indirect Subcontractors undertake their obligations and exercise any rights which relate to the performance of this contract on an open-book basis. The *Client* and/or any novated *Client* and their authorised representatives may from time to time audit on an open-book basis and check any and all information regarding any matter relating to the performance of or compliance with this contract, including without limitation, inspection of the *Contractor's* technical and organisational security measures for the protection of personal data, any aspect of the *Contractor's* operations, costs and expenses, sub-contracts, claims related to compensation events, and financial arrangements or any document referred to therein or relating thereto. The *Client's* and any novated *Client's* rights pursuant to this sub-clause include the right to audit and check and to take extracts from any document or record of the *Contractor* and/or its Subcontractors and Indirect Subcontractors including, without limitation, the Records.

109.4 The *Contractor* promptly provides (and procures that its Subcontractors and Indirect Subcontractors promptly provide) all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance by

- granting or procuring the grant of access to any premises used in the *Contractor's* performance of this contract, whether the *Contractor's* own premises or otherwise,
- granting or procuring the grant of access to any equipment or system (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of this contract, wherever situated and whether the *Contractor's* own equipment or otherwise,
- making any contracts and other documents and records required to be maintained under this contract (whether exclusively or non-exclusively) available for audit and inspection,
- providing a reasonable number of copies of any subcontracts and other documents or records reasonably required by the *Client's* and/or any novated *Client's* auditor and/or granting copying facilities to the *Client's* and/or any novated *Client's* auditor for the purposes of making such copies, and
- complying with the *Client's* and/or any novated *Client's* reasonable requests for access to senior personnel engaged by the Contractor in the performance of this contract and/or the *works*.

110 Insert a new clause 110:

110 Best Value

110.1 The *Contractor* acknowledges that the *Client* is a best value authority for the purposes of the Local Government Act 1999 and as such the *Client* is required to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness. The *Contractor* assists the *Client* to discharge the *Client's* duty where possible, and in doing so, inter alia carries out any reviews of the *works* reasonably requested by the *Client* from time to time. The *Contractor* negotiates in good faith (acting reasonably) any changes to this contract in order for the *Client* to achieve best value.

111 Insert a new clause 111:

111 Equality & Diversity Compliance

111.1 In this clause 111

“Work Place Policy” means the *Client's* “Workplace Harassment Policy”, as updated from time to time, copies of which are available on request from the *Client*

111.2 Without limiting the generality of any other provision of the contract, the *Contractor* has due regard to the public sector equality duty set out in section 149(1) of the Equality Act 2010 in the exercise of its functions and additionally:

- does not unlawfully discriminate,
- procures that its personnel do not unlawfully discriminate, and
- uses reasonable endeavours to procure that its Subcontractors and any Indirect Subcontractors do not unlawfully discriminate when providing the works

within the meaning and scope of the Equality Act 2010 and any other relevant enactments in force from time to time in relation to discrimination in employment.

- 111.3 The *Client's* Workplace Policy requires the *Client's* own staff and those of its Subcontractors and Indirect Subcontractors to comply fully with the Workplace Policy to eradicate harassment in the workplace. The *Contractor*
- ensures that its staff, and those of its Subcontractors and Indirect Subcontractors who are engaged in the performance of the contract are fully conversant with the requirements of the Workplace Policy,
 - fully investigate allegations of workplace harassment in accordance with the Workplace Policy, and
 - ensures that appropriate effective action is taken where harassment is found to have occurred.
- 111.4 The *Contractor* assists and co-operates with the *Client* and uses reasonable endeavours to procure that its Subcontractors and Indirect Subcontractors assist and co-operate where possible with the *Client's* compliance with its duties under section 1 of the Equality Act 2010 as and when section 1 comes into force, including any amendment or re-enactment of section 1, and any guidance, enactment, order, regulation or instrument made pursuant to this section.
- 111.5 In performing his obligations under this contract, the *Contractor* complies, and ensures that his Subcontractors and Indirect Subcontractors comply, with the Modern Slavery Act 2015 and complies with the Anti-Slavery Policy. For the purpose of this clause 111.5, Anti-Slavery Policy means a policy implemented by the *Contractor* which sets out the procedures the *Contractor* has put in place to comply with section 54 of the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under section 54 of that Act.

112

Insert a new clause 112:

112 London Living Wage

- 112.1 For the purposes of this clause 112:
- "**CCSL**" means the Centre for Civil Society Limited or any relevant replacement organisation as notified by the *Client* from time to time; and
 - "**London Living Wage**" means the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk).
- 112.2 The *Contractor* acknowledges and agrees that the Mayor, pursuant to section 155 of the GLA Act, has directed the *Client* to ensure that the London Living Wage is paid to anyone engaged by the *Client* who is required to discharge contractual obligations (whether as a direct contractor or a subcontractor (of any tier) of that direct contractor) on the *Client's* estate in the circumstances set out in sub-clause 112.3(a).
- 112.3 Without prejudice to any other provision of this contract, the *Contractor*:
- (a) ensures that his employees and procures that the employees of his Subcontractors and Indirect Subcontractors engaged in the performance of the works:
- for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year and
 - on the *Client's* estate including (without limitation) the Site and premises and land owned or occupied by the *Client*,
- is paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage,
- (b) ensures that none of:
- his employees nor

- the employees of his Subcontractors or Indirect Subcontractors, engaged in the performance of the *works* is paid less than the amount to which they are entitled in their respective contracts of employment,

(c) provides to the *Client* such information concerning the London Living Wage as the *Client* or his nominees may reasonably require from time to time, including (without limitation):

- all information necessary for the *Client* to confirm that the *Contractor* is complying with its obligations under this clause 112 and
- reasonable evidence that sub-clause 112.3(a) is implemented,

(d) in connection with sub-clause 112.3(c),

- acknowledges and agrees that CCSL may contact and meet with any trade unions representing the *Contractor's* employees and the employees of his Subcontractors and Indirect Subcontractors in order to establish that the obligations in sub-clause 112.3(a) have been complied with and
- liaises and cooperates with the *Client* and the CCSL in order to establish that the obligations in sub-clause 112.3(a) have been complied with,

(e) disseminates on behalf of the *Client* to:

- his employees and
- the employees of his Subcontractors and Indirect Subcontractors, engaged in the performance of the *works* such perception questionnaires as the *Client* may reasonably require from time to time and promptly collates and returns to the *Client* responses to such questionnaires, and

(f) co-operates and provides all reasonable assistance in monitoring the effect of the London Living Wage.

112.4 For the avoidance of doubt the *Contractor*:

(a) implements the annual increase in the rate of the London Living Wage and

(b) procures that his Subcontractors and Indirect Subcontractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

112.5 The *Client* reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the *Contractor's* employees and the employees of his Subcontractors and Indirect Subcontractors.

112.6 Any breach by the *Contractor* of the provisions of this clause 112 is treated as the *Contractor* having substantially failed to comply with its obligations for the purpose of Clause 91.2 of this contract.



Trust Deed

This agreement is made between the *Client*, the *Contractor* and the *Named Suppliers*.

Terms in this deed have the meanings given to them in the contract between [Click or tap here to enter text.](#) and [Click or tap here to enter text.](#) for [Click or tap here to enter text.](#) (the *works*).

Background

The *Client* and the *Contractor* have entered into a contract for the *works*.

The *Named Suppliers* have entered into contracts with the *Contractor* or a Subcontractor in connection with the *works*.

A Project Bank Account will be established to make provision for payment to the *Contractor* and the *Named Suppliers*.

Agreement

The parties to this deed agree that

- sums due to the *Contractor* and Named Suppliers and set out in the Payment Schedule are held in trust in the Project Bank Account for distribution to the *Contractor* and Named Suppliers in accordance with the banking arrangements applicable to the Project Bank Account
- further Named Suppliers may be added as parties to this deed with the agreement of the *Client* and *Contractor*. The agreement of the *Client* and *Contractor* is treated as agreement by the Named Suppliers who are parties to this deed,
- this deed is subject to the law of the contract for the service,
- the benefits under this deed may not be assigned.

Executed as a deed on [Click or tap here to enter text.](#)by

[Click or tap here to enter text.](#) (*Client*)

[Click or tap here to enter text.](#) (*Contractor*)

[Click or tap here to enter text.](#)

[Click or tap here to enter text.](#)

[Click or tap here to enter text.](#) (*Named Suppliers*)

[Click or tap here to enter text.](#)



Joining Deed

This agreement is made between the *Client*, the *Contractor* and [Click or tap here to enter text.](#) (the Additional Supplier).

Terms in this deed have the meanings given to them in the contract between [Click or tap here to enter text.](#) and [Click or tap here to enter text.](#) for [Click or tap here to enter text.](#) (the *works*).

Background

The *Client* and the *Contractor* have entered into a contract for the *works*.

The Named Suppliers have entered into contracts with the *Contractor* or a Subcontractor in connection with the *works*.

A Project Bank Account **Choose an item.** established to make provision for payment to the *Contractor* and the Named Suppliers.

The *Client*, the *Contractor* and the Named Suppliers have entered into a deed as set out in Annex 1 (the Trust Deed) and have agreed that the Additional Supplier may join that deed.

Agreement

The parties to this deed agree that

- the Additional Supplier becomes a party to the Trust Deed from the date set out below,
- this deed is subject to the law of the contract for the service,
- the benefits under this deed may not be assigned.

Executed as a deed on [Click or tap to enter a date.](#)

by

[Click or tap here to enter text.](#) (*Client*)

[Click or tap here to enter text.](#) (*Contractor*)

[Click or tap here to enter text.](#) (Additional Supplier)



OPTION Y(UK) 3: THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Delete the existing wording for this Option and insert:

- Y3.1 A person who is not a party to this contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract unless it is stated expressly in the Contract Data that an identified third party may enforce such rights and those rights are identified.
- Y3.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

SHORT SCHEDULE OF COST COMPONENTS

- 53(i) Add a new item:
- 'the cost of the Performance Bond provided under Option X13'



CONTRACT DATA PART 2 – DATA PROVIDED BY THE CONTRACTOR

Completion of the data in full is essential to create a complete contract.

The following details the Contract Data which will be provided by the *Contractor* for each Delivery Agreement.

Certain defined terms and information in the Contract Data will be common to all Delivery Agreements, other information included in the Contract Data will be specific to individual Projects.



1. General

The *Contractor* is:

Name

Address

Telephone

Address for electronic communications

The *fee percentage* is

The *working areas* are

The *key persons* are

| | |
|------------------|---------------------------------------|
| Name (1) | Oliver Watson |
| Job | Managing Director |
| Responsibilities | General business & project leadership |
| Experience | 18 yrs |

| | |
|------------------|---|
| Name (2) | Mark Pike |
| Job | Contracts Manager |
| Responsibilities | Day to day management & reporting on projects |
| Experience | 28 yrs |

| | |
|------------------|----------------------------------|
| Name (3) | Click or tap here to enter text. |
| Job | Click or tap here to enter text. |
| Responsibilities | Click or tap here to enter text. |
| Experience | Click or tap here to enter text. |

The following matters will be included in the Early Warning Register

- Refer to WHBG Risk Register – Rev A

2. The *Contractor's* main responsibilities

| | | |
|--|---|---|
| If the <i>Contractor</i> is to provide Scope | The Scope provided by the <i>Contractor</i> is in | <input type="text" value="Click or tap here to enter text."/> |
|--|---|---|



3. Time

If a programme is identified in the Contract Data

The programme identified in the Contract Data is

Transport for London – updated programme – 20 April

If the *Contractor* is to decide the *completion date* for the whole of the *works*

The *completion date* for the whole of the *works* is

Click or tap to enter a date.

5. Payment

The *activity schedule* is

TfL_WestHamBusGarage_Activity Schedule_S1

The tendered total of the Prices is

Resolving and avoiding disputes

If Option W1 or W2 is used

The *Senior Representatives* of the *Contractor* are

Name (1)

Oliver Watson

Address for communications

Charlotte Building 17 Gresse Street, London, W1T 1QL

Address for electronic communications

Name (2)

Mark Pike

Address for communications

Charlotte Building 17 Gresse Street, London, W1T 1QL

Address for electronic communications



Name (3)

Click or tap here to enter text.

Address for communications

Click or tap here to enter text.

Address for electronic communications

Click or tap here to enter text.



X10 Information Modelling

If Option X10 is used

If an **information execution plan** is to be identified in the Contract Data

The *information execution plan* identified in the Contract Data is

Click or tap here to enter text.

X22 Early Contractor involvement

If Option X22 is used

The Stage One *key persons* are

Mark Pike, John McNicholl, Steve Pope

The key persons are

(1) Name

Job

Responsibilities

Qualifications

Experience

(2) Name

Job

Responsibilities

Qualifications

Experience

(3) Name

Job

Responsibilities

Qualifications

Experience

The Pricing Information is in

Mark Pike

Contracts Manager

Day to day management & reporting on projects

Bsc(Hons) Commercial Management

28 yrs

John McNicholl

Senior Estimator

Cost plan formulation & general pricing

Click or tap here to enter text.

20 yrs

Steve Pope

Pre-Construction Manager

General Programme & logistics advice

Click or tap here to enter text.

35 yrs

the Contract Data Provided by the Client (Part 1)

Y(UK)1 Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

Click or tap here to enter text.

named suppliers are

Click or tap here to enter text.



Data for the Short Schedule of Cost Components

The *people rates* are

category of person

| |
|---|
| As per pricing Schedule Year 2 - September 2022 |
| Click or tap here to enter text. |
| Click or tap here to enter text. |
| Click or tap here to enter text. |

unit

| |
|----------|
| tap here |
| tap here |
| tap here |
| tap here |

rate

| |
|------------|
| £ tap here |
| £ tap here |
| £ tap here |
| £ tap here |

Unless the *Client* agrees, people rates must not exceed the rates stated with the Framework Commercial Model

The published list of Equipment is the edition current at the Contract Date of the list published by

CECA schedule for incidental works 2011

The percentage for adjustment for Equipment published list is

0 % (state plus or minus)

The rates for other Equipment are

Equipment

rate

| |
|----------------------------------|
| Click or tap here to enter text. |
| Click or tap here to enter text. |
| Click or tap here to enter text. |
| Click or tap here to enter text. |

| |
|------------|
| £ tap here |
| £ tap here |
| £ tap here |
| £ tap here |

The rates for Defined Cost of manufacture and fabrication outside the Working areas by the *Contractor* are

category of person

rate

| |
|----------------------------------|
| Click or tap here to enter text. |
| Click or tap here to enter text. |
| Click or tap here to enter text. |
| Click or tap here to enter text. |

| |
|------------|
| £ tap here |
| £ tap here |
| £ tap here |
| £ tap here |



The rates for Defined Cost of design outside the Working areas are

| category of person | rate |
|---|------------|
| As per pricing Schedule Year 2 - September 2022 | £ tap here |
| Click or tap here to enter text. | £ tap here |
| Click or tap here to enter text. | £ tap here |
| Click or tap here to enter text. | £ tap here |

Unless the *Client* agrees, these rates must not exceed the People Rates stated with the Framework Commercial Model.

The categories of design people whose travelling expenses to and from the Working Areas are included in Defined Cost are

Click or tap here to enter text.

Addendum 2b – Project Specific *additional conditions of contract* agreed between the *Client* and the *Contractor*

- 11.2(41A) Insert a new clause 11.2(41A)
- Indirect Subcontractor means any subcontractor or subconsultant of whatever tier beneath any Subcontractor appointed in relation to the *works*.
- 11.2(43) Insert a new clause 11.2(43)
- Procurement Schedule means the document prepared and submitted by the *Contractor* with its design proposals for Stage Two identifying
- Plant and Materials with a significant lead time required to Provide the Works and
 - the date by which the *Contractor* will need to place orders for and receive delivery of such Plant and Materials in order to Provide the Works in accordance with the Accepted Programme,
- as may be updated from time to time by agreement between the *Client* and the *Contractor* in accordance with the procedure set out in the Scope.
- 11.2(44) Insert a new clause 11.2(44)
- TfL Group means Transport for London (“TfL”), a statutory body set up by the Greater London Authority Act 1999 and all of its subsidiaries and their subsidiaries (as defined in Section 1159 of the Companies Act 2006) from time to time, together with Crossrail Limited (company number 04212657) and reference to any “member of the TfL Group” refers to TfL or any such subsidiary.
- 12.4A Insert new clause 12.4A
- Where there is any discrepancy or conflict within or between the Project Specific *additional conditions of contract* in Addendum 2b and the other documents forming the contract, the Project Specific *additional conditions of contract* in Addendum 2b take precedence.
- 33.1A Insert new clause 33.1A
- The *Client* does not guarantee uninterrupted or exclusive access to or use of the Site or any Working Area and access is limited in accordance with this contract.
- 35.2 Delete clause 35.2 and replace with the following
- Subject to clause 35.2A, the *Client* may use or permit Others to use any part of the *works* before Completion has been certified. The *Client* does not take over, and is not treated as having taken over, the part of the *works* when it (or Others) begins to use it and the *Contractor* remains responsible for the care and protection of that part of the *works* and for its maintenance in accordance with the requirements of the Scope whilst it is being used by the *Client* and/or Others until take over is certified by the *Project Manager* in accordance with clause 35.3.
- 35.2A If the *Client* or Others intend to use any part of the *works* prior to take over the *Client* notifies the *Contractor* no later than 3 days before it or Others intend to begin to use the relevant part of the *works*. The *Contractor* may object (acting reasonably) to the *Client* and/or Others using any part of the *works* prior to take over on grounds that such use would break a health or safety regulation, providing details of the relevant regulation that would be broken. If the *Contractor* objects, the Parties meet to discuss how to resolve the objection to allow use of the relevant part of the *works*.
- 60.1(22) Insert new clause 60.1(22)
- A supplier does not provide Plant and Materials identified in the Procurement Schedule to the *Contractor* by the date such Plant and Materials are required in order to Provide the Works in

accordance with the Accepted Programme, provided that the *Contractor* is not entitled under this clause 60.1(22) to any change to the Prices.

63.1A Insert new clause 63.1A

Notwithstanding any other provision of this contract, in respect of a compensation event under clause 60.1(22):

- there is no increase to the Prices and
- a delay to the Completion Date is assessed as the length of time that, due to the compensation event, planned Completion is later than the Completion Date as shown on the Accepted Programme current at the dividing date.

The assessment takes into account

- any delay caused by the compensation event already in the Accepted Programme and
- events which have happened between the date of the Accepted Programme and the dividing date.

63.9A Insert new clause 63.9A

Without limiting the generality of clause 63.9, the assessment of the effect of a compensation event under clause 60.1(22)

- takes into account how much of the effect of the event is caused or contributed to by any fault of the *Contractor* and
- assumes that the *Contractor* has taken all reasonable steps to mitigate the actual or potential effects of the event.

100 Insert a new clause 100:

100 *Client's Business*

100.1 The *Contractor* acknowledges that it

- has sufficient information about the *Client* and the *works*, and
- has made all appropriate and necessary enquiries to enable it to Provide the Works in accordance with this contract, and

is neither entitled to any additional payment nor excused from any obligation or liability under this contract due to any misinterpretation or misunderstanding by it of any fact relating to the *works*.

101 Insert a new clause 101:

101 *Compliance with Policies*

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

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

101.3 The *Contractor* shall as it Provides the Works (while taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the *Contractor's* activities may impact on the environment) to the need to

- preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment,
- enhance the environment and have regard to the desirability of achieving sustainable development,
- conserve and safeguard flora, fauna and geological or physiological features of special interest, and
- sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

102

Insert a new clause 102:

102 Sustainable Timber

102.1 For the purposes of this clause unless the context indicates otherwise, the following expressions have the following meanings:

“Independent Report” means an independent report by an individual or body:

- whose organisation, systems and procedures conform to,
 - ISO Guide 65:1996 (EN 45011:1998), and
 - general requirements for bodies operating product certification systems, and
- who is accredited to audit against forest management standards by a national or international body whose organisation, systems and procedures conform to ISO Guide 61 General Requirements for Assessment and Accreditation of Certification Bodies.

“Legal Timber” means Timber in respect of which the organisation that felled the trees and/or provided the Timber from which the wood supplied under the contract derived

- had legal rights to use the forest,
- holds a register of all local and national laws and codes of practice relevant to forest operations, and
- complied with all relevant local and national laws and codes of practice including environmental, labour and health and safety laws and paid all relevant royalties and taxes.

“Recycled Timber” and **“Reclaimed Timber”** Means recovered wood that has been reclaimed or re-used and that has been in previous use and is no longer used for the purpose for which the trees from which it derives were originally felled. The terms ‘recycled’ and ‘reclaimed’ are interchangeable and include, but are not limited to the following categories: pre-consumer recycled wood and wood fibre or industrial by-products but excluding sawmill co-products (sawmill co-products are deemed to fall within the category of Virgin Timber), post-consumer recycled wood and wood fibre and drift wood. recycled or reclaimed Timber must be capable of being evidenced as such to the *Client's* satisfaction in order to satisfy this definition.

“Sustainable Timber” means Timber, which in order to meet the *Client's* criteria for sustainable timber, must be

- Recycled Timber, or
- Sustainably Sourced Timber, or

- a combination of the above two bullet points.

“Sustainably Sourced Timber” means Timber sourced from organisational, production and process methods that minimise harm to ecosystems, sustain forest productivity, ensure that both forest ecosystem health and vitality, and forest biodiversity is maintained. In order to satisfy this definition, Timber must be accredited to meet the Forest Stewardship Council (FSC) or equivalent. Where it is not practicable to use Forest Stewardship Council (FSC) standard accredited timber, the *Client* will accept Timber accredited through other schemes approved by the Central Point of Expertise on Timber (CPET), as listed below:

- Canadian Standards Association (CSA),
- Programme for the Endorsement of Forest Certification (PEFC), or
- Sustainable Forestry Initiative (SFI),

or such other source as the *Contractor* may demonstrate to the *Client*’s satisfaction is equivalent.

“Timber” means wood from trees that have been felled for that purpose, but excludes any item where the manufacturing processes applied to it has obscured the wood element, (by way of example only, paper would not be treated as timber). Where the term Timber is used as a generic term it includes both Virgin Timber and Recycled Timber.

“Virgin Timber” means Timber supplied or used in performance of this contract that is not Recycled Timber.

- 102.2 (a) The *Contractor* ensures that all Timber supplied or used in the performance of this contract is Sustainable Timber. If it is not practicable for the *Contractor* to meet this condition the *Contractor* must inform the *Client* in writing prior to the supply of any Timber that is not Sustainable Timber, and stating the reason for the inability to comply with this condition. The *Client* reserves the right, in its absolute discretion, to approve the use of Timber that is not Sustainable Timber. Alternatively the *Client* has the right to reject the proposed Timber. Where the *Client* exercises its right to reject any Timber, the provisions of clause 102.2(d) shall apply.

(b) Without prejudice to clauses 102.2.(a), 102.4(b) and 102.4(c), all Virgin Timber procured by the *Contractor* for supply or use in performance of the contract is Legal Timber.

(c) The *Contractor* ensures that Virgin Timber it procures for supply or use in performance of the contract shall not have derived from any species of tree that is protected under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) unless the supplier

can prove, by producing official documentation, that it has complied with the CITES requirements that permit trading in the particular species of tree so listed under that Convention.

(d) The *Client* reserves the right to reject at any time any Timber that does not comply with the conditions of contract or the Scope. Where the *Client* exercises its right to reject any Timber, the *Contractor* supplies contractually compliant alternative Timber, at no additional cost to the *Client* and without causing delay to the performance of this contract.

(e) The *Contractor* maintains records of all Timber supplied and used in the performance of the contract. Such information is made available to the *Client* promptly if requested at any time.

- 102.3 (a) Unless the *Client* has given its written approval in accordance with clause 102.2.(a) that Timber that is not Sustainable Timber may be used, then, if requested, the *Contractor* shall promptly provide evidence to the *Client*’s satisfaction that the Timber is Sustainable Timber.

(b) Upon a request by the *Client* referred to in clause 102.3.(a), in the event that the *Contractor* does not promptly provide such evidence, or the evidence provided does

not satisfy the *Client's* requirements, then (and without prejudice to clause 102.4.(a)), the *Client* reserves the right to retain 25% of any monies payable to the *Contractor* under this contract until such date as the *Client* is in receipt of such evidence and the *Client* is satisfied that the evidence establishes that the Timber is Sustainable Timber.

(c) The *Contractor* reports annually on its use of Sustainable Timber in the performance of this contract, in the form set out in the Scope.

(d) The *Contractor* reports on the amount of Timber that has been supplied to the *Client* in accordance with clause 102.2.(a) which is not Sustainable Timber.

102.4 (a) The *Client* reserves the right to determine whether the evidence supplied by the *Contractor* is sufficient to satisfy it that the Scope and the contract have been fully complied with. In the event that the *Client* is not so satisfied, the *Contractor* shall, on written request by the *Client*, commission and meet the costs of an Independent Report to

– verify the source of the Timber, and

– assess whether the forests of origin were managed in accordance with the specified local laws and regulations.

(b) The *Contractor*, before delivering any Virgin Timber under this contract, obtains documentary evidence to the *Client's* satisfaction that the Timber is both Legal and Sustainable Timber. If requested in writing by the *Client*, the *Contractor* submits such documentary evidence to the *Client* either prior to delivery or at such other times as the *Client* may require. For the avoidance of doubt, the *Contractor* identifies, as part of the evidence submitted, a chain of custody from the source of the Timber through to delivery of the final product.

(c) The *Client* reserves the right at any time during the execution of the contract and for a period of 6 years from final delivery of any Timber under this contract to require the *Contractor* to produce the evidence required for the *Client's* inspection within 14 days of the *Client's* written request.

103

Insert a new clause 103:

103 Criminal Record Declarations

103.1 In this Clause 103:

“Relevant Individual” means any member of the Contractor's Personnel engaged in any aspect of the provision of the *works* and requiring potentially the access to the *Client* Premises and

“Relevant Conviction” means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security.

103.2 The *Contractor* procures from a Relevant Individual a declaration that they have no Relevant Convictions (**“Declaration”**) or disclosure of any Relevant Convictions they have committed. A Declaration is procured prior to any Relevant Individual being engaged in any aspect of the provision of the *works*. The *Contractor* confirms to the *Client* in writing on request and in any event not less than once in every year that each Relevant Individual has provided a Declaration. The *Contractor* procures that a Relevant Individual notifies the *Contractor* immediately if they commit a Relevant Conviction throughout the duration of this contract and the *Contractor* notifies the *Client* in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.

103.3 The *Contractor* is not permitted to engage or allow the engagement of any Relevant Individual who has disclosed a Relevant Conviction in any aspect of the provision of the *works*.

- 103.4 The *Client* may in accordance with the audit rights set out in Clause 109 audit and check any and all such records as are necessary in order to monitor compliance with this Clause 103 at any time during performance of this contract.
- 103.5 If the *Contractor* fails to comply with the requirements under Clauses 103.2 and/or 103.3, the *Client* may serve notice on the *Contractor* requiring the *Contractor* to immediately remove or procure the removal of any Relevant Individual who has not provided a Declaration from the *Client* Premises with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the *works* unless (in the case of non-compliance with Clause 103.2) within 7 days of receipt of the notice the *Contractor* confirms to the *Client* that all of the Declarations required under Clause 103.2 have been procured.
- 103.6 A persistent breach of either or both of Clause 103.2 or 103.3 by the *Contractor* is treated as the *Contractor* having substantially failed to comply with its obligations for the purpose of Clause 91.2 of this contract.
- 103.7 If either Party becomes aware that a Relevant Individual has committed a Relevant Conviction, the *Contractor* removes or procures the removal of any Relevant Individual who has not provided a Declaration from *Client* Premises with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the *works*.
- 103.8 Nothing in this Clause 103 in any way waives, limits or amends any obligation of the *Contractor* to the *Client* arising under this contract and the *Contractor's* obligation to Provide the Works remains in full force and effect and the *Contractor* cannot claim any extra costs or time as a result of any actions under this Clause 103.

104 Insert a new clause 104:

104 Crime and Disorder Act 1998

- 104.1 The *Contractor* acknowledges that the *Client* is under a duty in accordance with 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 *Client's* duties;
 - where appropriate, to identify actions to reduce levels of crime and disorder; and
 - without prejudice to any other obligation imposed on the *Client*, to exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area,
- and in the performance of this contract, the *Contractor* will assist and co-operate with the *Client*, and will use reasonable endeavours to procure that its Subcontractors and Indirect Subcontractors observe these duties and assists and co-operates with the *Client* where possible to enable the *Client* to satisfy its duty.

105 Insert a new clause 105:

105 Modern Slavery Act

- 105.1 For the purposes of this clause unless the context indicates otherwise, the following expressions have the following meanings:
- Anti-Slavery Policy** means a policy implemented by the *Contractor* which sets out the procedures the *Contractor* has put in place to comply with section 54 of the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under section 54 of that Act.

Certified Ethical Labour Provider means a labour provider who meets the qualifying requirements of a Certified Ethical Labour Scheme and who is verified and/or certified (as the case may be), at or within six months (or such longer period as the *Client* may agree, acting reasonably) of the *starting date* and thereafter as required pursuant to the terms of the relevant Certified Ethical Labour Scheme in order to maintain or renew the validity of the verification and/or certification (as the case may be), by a competent and independent third party as meeting such qualifying requirements.

Certified Ethical Labour Scheme means any of the following

- the BRE Ethical Labour Sourcing standard BES 6002 (“**BRE Standard**”),
- the Clearview Global Labour Provider Certification Scheme (“**Clearview Scheme**”), or
- an alternative standard or scheme which, in the reasonable opinion of the *Client*, is an acceptable substitute to the BRE Standard or Clearview Scheme (“**Alternative Labour Scheme**”),

and references to the BRE Standard, Clearview Scheme and Alternative Labour Scheme are to such standard or schemes as updated from time to time.

105.2 In performing its obligations under this contract, the *Contractor*

- complies with the Anti-Slavery Policy,
- complies, and procures that its Subcontractors and Indirect Subcontractors comply, with the Modern Slavery Act 2015, and
- unless otherwise agreed in writing by the *Client* (at the *Client*’s sole and absolute discretion), only procures, and ensures that its Subcontractors and Indirect Subcontractors only procure, labour from a Certified Ethical Labour Provider.

Where the *Contractor*, a Subcontractor or Indirect Subcontractor is procuring labour from a Certified Ethical Labour Provider in accordance with the Clearview Scheme (or any Alternative Labour Scheme in respect of which audit reports are prepared), the resulting audit reports shall be made available to the *Client* (at no additional cost) through the Supplier Ethical Data Exchange (Sedex) platform or such other equivalent platform as the *Client* in its sole and absolute discretion may approve.

105.3 On each 12 month anniversary of the *starting date*, until the Defects Certificate has been issued, the *Contractor* shall submit a report to the *Client* which confirms that all labour used to Provide the Works has been procured from a Certified Ethical Labour Provider and includes such evidence as the *Client* may reasonably require to evidence compliance.

105.4 A failure by the *Contractor* to comply with its obligations under Clause 105.1 to 105.3 constitutes a substantial failure by the *Contractor* to comply with its obligations for the purpose of Clause 91.2 of this contract.

105.5 The *Client* may refuse any labourer employed or engaged by the *Contractor*, a Subcontractor or Indirect Subcontractor entry onto any property that is owned, occupied or managed by the *Client* if that labourer has not been procured from a Certified Ethical Labour Provider or if the *Client* has reasonable grounds to suspect that such employee or agent has not been procured from a Certified Ethical Labour Provider. Any losses arising from such refusal of entry shall not constitute a compensation event.

106 Insert a new clause 106:

106 Conflict of Interest

106.1 The *Contractor* acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the

provision of the *works* or any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the *Client*.

- 106.2 The *Contractor* undertakes ongoing and regular conflict of interest checks throughout the duration of this contract and in any event not less than once in every six months and notifies the *Client* in writing immediately on becoming aware of any actual or potential conflict of interest with the provision of the *works* under this contract or any member of the TfL Group and shall work with the *Client* to do whatever is necessary (including the separation of staff working on, and data relating to, the *works* from the matter in question) to manage such conflict to the *Client's* satisfaction, provided that, where the *Client* is not so satisfied (in its absolute discretion) it shall be entitled to terminate the contract.

107 Insert a new clause 107:

107 Nuisance

- 107.1 Without limiting the *Client's* liability under the first bullet point of clause 80.1, the *Contractor* at all times prevents any public or private nuisance (including, without limitation, any such nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights of any adjoining or neighbouring landowner, tenant or occupier or any Statutory Undertaker arising out of the carrying out of the *works* or of any obligation under clause 44 and assists the *Client* in defending any action or proceedings which may be instituted in relation to the same. The *Contractor* is responsible for and indemnifies the *Client* from and against any and all expenses, liabilities, losses, claims and proceedings whatsoever resulting from any such nuisance or interference, except only where such nuisance or interference is the consequence of an instruction of the *Client*.
- 107.2 Without prejudice to the *Contractor's* obligations under clause 107.1, the *Contractor* ensures that there is no trespass on or over any adjoining or neighbouring property arising out of the *works* or of any obligation under clause 44. If the carrying out of the *works* or of any obligation under clause 44 is likely to necessitate any interference (including, without limitation, the oversailing of tower crane jibs) with the rights of adjoining or neighbouring owners or occupiers, then the *Contractor* obtains the prior written agreement of such owners and/or occupiers to the work, and such agreement will be subject to the approval of the *Client* before execution. The *Contractor* complies in every respect with any conditions in any such agreement. The *Client* pays to the *Contractor* any reasonable costs of adjoining or neighbouring owners or occupiers incurred by the *Contractor* in connection with any such agreement, provided that the *Contractor* obtains the *Project Manager's* approval of such costs before they are incurred ("Approved **Costs**"). The Approved Costs are payable as other amounts to be paid to the *Contractor* in accordance with clause 50.3 of this contract.

108 Insert a new clause 108:

108 Construction Industry Scheme

- 108.1 In this clause 108
 "Construction Industry Scheme" means the provisions of Chapter 3 of Part 3 of the Finance Act 2004 (Construction Industry Scheme) together with any regulations made pursuant to these provisions, including the Income Tax (Construction Industry Scheme) Regulations 2005.
- 108.2 Where the Construction Industry Scheme applies to any payment to be made by the *Client* to the *Contractor* under this contract, the obligations of the *Client* to make such payment will be subject to the provisions of the Construction Industry Scheme. Unless and until HM Revenue and Customs confirms to the *Client* that the *Client* can make any payment to the *Contractor* without any tax deduction, the *Client* deducts any tax from payments due to the *Contractor* under this contract at the rate specified by HM

Revenue and Customs pursuant to the Construction Industry Scheme before paying the balance to the *Contractor*. The *Client* accounts to HM Revenue and Customs for any tax so deducted.

109

Insert a new clause 109:

109 Records, Audit and Inspection

109.1 In this clause 109

“Records” means

- all necessary information for the evaluation of claims or compensation events, whether or not relating to Subcontractors and/or Indirect Subcontractors,
- management accounts, information from management information systems and any other management records,
- accounting records (in hard copy as well as computer readable data),
- sub-contract files (including proposals of successful and unsuccessful bidders, bids, rebids, etc.),
- original estimates,
- estimating worksheets,
- correspondence,
- compensation event files (including documentation covering negotiated settlements),
- schedules including capital works costs, timetable and progress reports,
- general ledger entries detailing cash and trade discounts and rebates,
- commitments (agreements and leases) greater than £5,000 (five thousand pounds),
- detailed inspection records,
- such materials prepared in relation to the invitation to tender and subsequent tendering process relating to cost breakdowns, in each case which have not already been provided to the *Client*, and
- accounts and records of the Price for Works Done to Date and all other amounts to be paid to the *Contractor* under this contract.

109.2 The *Contractor* maintains and procures in each subcontract that each of its Subcontractors, maintains and retains the Records for a minimum of 6 years from Completion with respect to all matters for which the *Contractor* and its Subcontractors and Indirect Subcontractors are responsible under this contract. The *Contractor* procures that each subcontract contains open-book audit rights in favour of the *Client* and any novated *Client* and their authorised representatives.

109.3 The *Contractor* undertakes and procures that its Subcontractors and Indirect Subcontractors undertake their obligations and exercise any rights which relate to the performance of this contract on an open-book basis. The *Client* and/or any novated *Client* and their authorised representatives may from time to time audit on an open-book basis and check any and all information regarding any matter relating to the performance of or compliance with this contract, including without limitation, inspection of the *Contractor's* technical and organisational security measures for the protection of personal data, any aspect of the *Contractor's* operations, costs and expenses, sub-contracts, claims related to compensation events, and financial arrangements or any document referred to therein or relating thereto. The *Client's* and any novated *Client's* rights pursuant to this sub-clause include the right to audit and check and to take extracts from any document or record of the *Contractor* and/or its Subcontractors and Indirect Subcontractors including, without limitation, the Records.

109.4 The *Contractor* promptly provides (and procures that its Subcontractors and Indirect Subcontractors promptly provide) all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance by

- granting or procuring the grant of access to any premises used in the *Contractor's* performance of this contract, whether the *Contractor's* own premises or otherwise,
- granting or procuring the grant of access to any equipment or system (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of this contract, wherever situated and whether the *Contractor's* own equipment or otherwise,
- making any contracts and other documents and records required to be maintained under this contract (whether exclusively or non-exclusively) available for audit and inspection,
- providing a reasonable number of copies of any subcontracts and other documents or records reasonably required by the *Client's* and/or any novated *Client's* auditor and/or granting copying facilities to the *Client's* and/or any novated *Client's* auditor for the purposes of making such copies, and
- complying with the *Client's* and/or any novated *Client's* reasonable requests for access to senior personnel engaged by the Contractor in the performance of this contract and/or the *works*.

110 Insert a new clause 110:

110 Best Value

110.1 The *Contractor* acknowledges that the *Client* is a best value authority for the purposes of the Local Government Act 1999 and as such the *Client* is required to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness. The *Contractor* assists the *Client* to discharge the *Client's* duty where possible, and in doing so, inter alia carries out any reviews of the *works* reasonably requested by the *Client* from time to time. The *Contractor* negotiates in good faith (acting reasonably) any changes to this contract in order for the *Client* to achieve best value.

111 Insert a new clause 111:

111 Equality & Diversity Compliance

111.1 In this clause 111

“Work Place Policy” means the *Client's* “Workplace Harassment Policy”, as updated from time to time, copies of which are available on request from the *Client*

111.2 Without limiting the generality of any other provision of the contract, the *Contractor* has due regard to the public sector equality duty set out in section 149(1) of the Equality Act 2010 in the exercise of its functions and additionally:

- does not unlawfully discriminate,
- procures that its personnel do not unlawfully discriminate, and
- uses reasonable endeavours to procure that its Subcontractors and any Indirect Subcontractors do not unlawfully discriminate when providing the works

within the meaning and scope of the Equality Act 2010 and any other relevant enactments in force from time to time in relation to discrimination in employment.

- 111.3 The *Client's* Workplace Policy requires the *Client's* own staff and those of its Subcontractors and Indirect Subcontractors to comply fully with the Workplace Policy to eradicate harassment in the workplace. The *Contractor*
- ensures that its staff, and those of its Subcontractors and Indirect Subcontractors who are engaged in the performance of the contract are fully conversant with the requirements of the Workplace Policy,
 - fully investigate allegations of workplace harassment in accordance with the Workplace Policy, and
 - ensures that appropriate effective action is taken where harassment is found to have occurred.
- 111.4 The *Contractor* assists and co-operates with the *Client* and uses reasonable endeavours to procure that its Subcontractors and Indirect Subcontractors assist and co-operate where possible with the *Client's* compliance with its duties under section 1 of the Equality Act 2010 as and when section 1 comes into force, including any amendment or re-enactment of section 1, and any guidance, enactment, order, regulation or instrument made pursuant to this section.
- 111.5 In performing his obligations under this contract, the *Contractor* complies, and ensures that his Subcontractors and Indirect Subcontractors comply, with the Modern Slavery Act 2015 and complies with the Anti-Slavery Policy. For the purpose of this clause 111.5, Anti-Slavery Policy means a policy implemented by the *Contractor* which sets out the procedures the *Contractor* has put in place to comply with section 54 of the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under section 54 of that Act.

112

Insert a new clause 112:

112 London Living Wage

- 112.1 For the purposes of this clause 112:
- “CCSL” means the Centre for Civil Society Limited or any relevant replacement organisation as notified by the *Client* from time to time; and
 - “**London Living Wage**” means the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk).
- 112.2 The *Contractor* acknowledges and agrees that the Mayor, pursuant to section 155 of the GLA Act, has directed the *Client* to ensure that the London Living Wage is paid to anyone engaged by the *Client* who is required to discharge contractual obligations (whether as a direct contractor or a subcontractor (of any tier) of that direct contractor) on the *Client's* estate in the circumstances set out in sub-clause 112.3(a).
- 112.3 Without prejudice to any other provision of this contract, the *Contractor*:
- (a) ensures that his employees and procures that the employees of his Subcontractors and Indirect Subcontractors engaged in the performance of the works:
- for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year and
 - on the *Client's* estate including (without limitation) the Site and premises and land owned or occupied by the *Client*,
- is paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage,
- (b) ensures that none of:
- his employees nor

- the employees of his Subcontractors or Indirect Subcontractors, engaged in the performance of the *works* is paid less than the amount to which they are entitled in their respective contracts of employment,

(c) provides to the *Client* such information concerning the London Living Wage as the *Client* or his nominees may reasonably require from time to time, including (without limitation):

- all information necessary for the *Client* to confirm that the *Contractor* is complying with its obligations under this clause 112 and
- reasonable evidence that sub-clause 112.3(a) is implemented,

(d) in connection with sub-clause 112.3(c),

- acknowledges and agrees that CCSL may contact and meet with any trade unions representing the *Contractor's* employees and the employees of his Subcontractors and Indirect Subcontractors in order to establish that the obligations in sub-clause 112.3(a) have been complied with and
- liaises and cooperates with the *Client* and the CCSL in order to establish that the obligations in sub-clause 112.3(a) have been complied with,

(e) disseminates on behalf of the *Client* to:

- his employees and
- the employees of his Subcontractors and Indirect Subcontractors, engaged in the performance of the *works* such perception questionnaires as the *Client* may reasonably require from time to time and promptly collates and returns to the *Client* responses to such questionnaires, and

(f) co-operates and provides all reasonable assistance in monitoring the effect of the London Living Wage.

112.4 For the avoidance of doubt the *Contractor*:

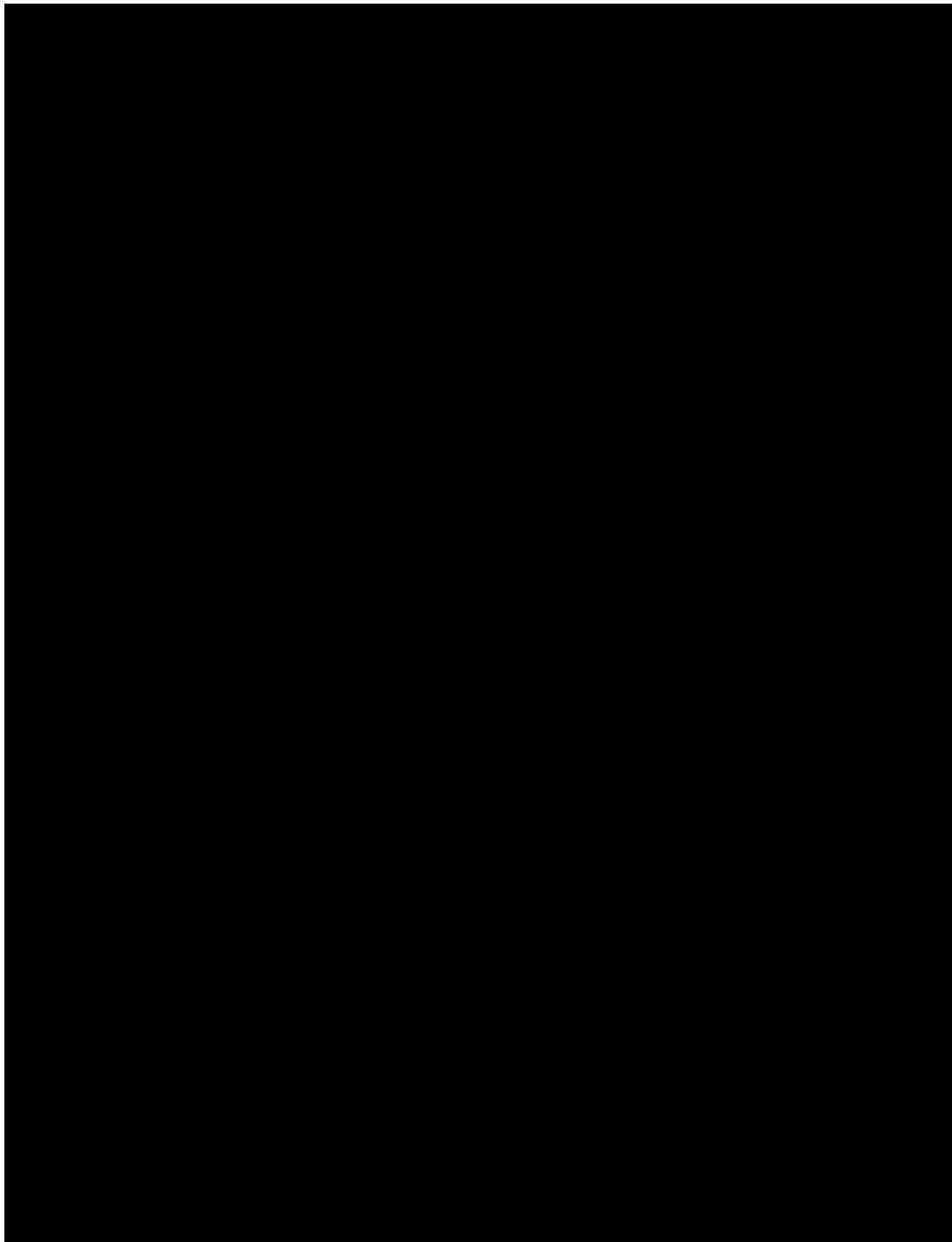
(a) implements the annual increase in the rate of the London Living Wage and

(b) procures that his Subcontractors and Indirect Subcontractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

112.5 The *Client* reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the *Contractor's* employees and the employees of his Subcontractors and Indirect Subcontractors.

112.6 Any breach by the *Contractor* of the provisions of this clause 112 is treated as the *Contractor* having substantially failed to comply with its obligations for the purpose of Clause 91.2 of this contract.



APPENDIX 1 - Client Scope (Part 1)

SoW - WHBG - Final (230607)

WHBG - Appendix 1 - Preliminaries - Gleeds mark up 230424a

West Ham Bus Garage RIBA Stage 3 Report

West Ham Bus Garage

Scope of Works

WEST HAM BUS GARAGE

SCOPE OF WORKS

DEFINITION

- Stage 1:
 - The Contractor shall take design responsibility from RIBA Stage 4 onwards according to the details within the Preliminaries document.
 - Pre-construction stage to develop the design from RIBA Stage 3 to RIBA Stage 4.
 - Negotiating and agreeing the Contract Sum.
 - Submission of the contractor's proposal for the Contract Sum.
- Stage 2:
 - Undertake the works for RIBA Stage 5 onwards.

A. SCOPE OF WORKS FOR STAGE 1

1. The Contractor shall prepare all Design Documents (including Production Information) necessary for the completion and efficient execution of the Contractor's Design and submit them to the Employer and the Employer's representatives for review in accordance with the Requirements in Preliminaries, design pack and the SCAPE National Framework. Such Design Documents shall include, but not be restricted to, the following:
 - (1) Specification of materials and workmanship, for building works, mechanical and electrical services, underground drainage, public health and landscaping works;
 - (2) Architectural drawings;
 - (3) Structural engineering drawings;
 - (4) Structural design calculations;
 - (5) Mechanical and electrical engineering services drawings;
 - (6) Schedules of mechanical and electrical engineering services equipment;
 - (7) Mechanical and electrical engineering services design calculations;
 - (8) Drawings showing all Builders' work in connection with mechanical and electrical engineering services;
 - (9) Public health drawings and calculations;
 - (10) Details of attendances on mechanical and electrical engineering services;
 - (11) Schedules, drawings and specifications of fittings and furnishings; and
 - (12) Working drawings for mechanical and electrical engineering services, underground drainage and public health, which shall be in sufficient detail as may be specified by the Project Manager.
 - (13) Executed Collateral Warranties.
2. The Contractor shall also produce a procurement schedule at the end of stage 1, which shall be agreed with the Client Team, the contents of this schedule should provide:
 - (1) A list of each package required for the works.
 - (2) List of suppliers the Contractor plans to procure.
 - (3) Lead times of elements within each package.
 - (4) Mitigation measures if the suppliers experience longer lead times than anticipated.

The procurement schedule shall be owned by the Contractor and agreed with the Client Team. Additionally, the Contractor shall notify to the Client Team of any delay in the procurement of elements within each package. The contractor should communicate progress against each package in the design team meetings, and use this forum to highlight any time constraints or betterment.

The Contractor shall refer to the SCAPE Framework Agreement for procuring the works, including providing 3 quotation per package. The Contractor shall provide a recommendation of each package, which considers quality, availability, and value for money. The final costs and sign off for each package should be agreed with the Client Team, and approved by the Client.

3. The validation of the existing Mechanical & Electrical Services has been carried out separately by other contractor(s) and the Contractor shall acknowledge the reports for develop of the design by the Contractor. Prior to commencing the Contractor should be satisfied that the validation reports are complete and sufficient for the design described in section A1 (see above) to be completed.

The reports shall include but not be limited to :-

- Validation of all air and water flow rates and pressure characteristics both at riser locations and terminal devices to establish functional flow and confirm point of service;
- LTHW and Domestic (Hot & Cold) water sampling, this is to include for chemical analysis. For biological infestation, non-biological contamination and the make up of any existing water treatment;
- Filter and strainer condition;
- Noise levels – An internal noise survey shall be undertaken to establish currently achieved internal noise parameters;
- Supply (flow) and Extract (return) temperatures both air and water;
- Operation of all existing safety and control devices, smoke and fire dampers, motorised valves, safety solenoid valves etc;
- Operation of retained fan coil units including the high level units heaters (LTHW and DX as found) and all other currently installed mechanical services plant and equipment including all boilers, fans, water heaters, waste water pumps, motorised dampers and any other plant and equipment providing service to the demise; and
- The functionality and condition of all control systems

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(4)

5. The Contractor's Proposals shall comply with all the requirements stated in the documents that constitute the Preliminaries and shall have included in this price where split into two Stages, the Stage 1 cost shall be as a lump sum for completion of scope of works of Stage 1 with budget cost for Stage 2 works. In completion of the Stage 1 design, the Contractor shall submit a lump sum for the Stage 2 works in accordance with RIBA Stage 4 design and the best practice of SCAPE framework.

The Contract Sum shall be deemed to include for all work necessary, whether or not expressly specified, for the Contractor to carry out and complete the Design and Construction of the Works.

6. The Contractor shall undertake and, in all cases, be fully responsible for the:
 - (1) completion of the design of the Works including the correction of any errors and / or omissions in the design carried out by others prior to the appointment of the Contractor except for any planning requirements, fire strategy, party wall agreements and additional requirements offered by Approved Building Inspector;
 - (2) Development and detailing of the Design set out in, or implicit from, the Preliminaries and the Design pack to whatever level is necessary to enable the Works to be carried out; and
 - (3) Co-ordination of all Design of the Works.
7. The Contractor shall issue an electronic copy (in both PDF and 'Native' formats) of all Design Documents (including Production Information) of the type and/or nature which the Employer's Requirements expressly requires the Contractor to provide. Copies shall be distributed as follows:
 - TfL procurement portal: E-copy
8. The Contractor shall procure the works in accordance to the best practice of SCAPE and the SCAPE National framework agreement with three quotations for each package and the details of approval shall refer to Preliminaries document.
9. The approval of the Contractor proposal in accordance with the SCAPE National Framework.

B. SCOPE OF WORKS FOR STAGE 2

1. Any defects caused by the Contractor shall be corrected in accordance with the requirement set out in the Preliminaries.
2. Undertake the RIBA Stage 5-7 works on Site as detailed in the Contractor proposal as per Stage 1.
3. The Contractor shall comply with TfL Contractor vehicle requirements as detailed in Appendix A within this document.

Note: This document should be read in conjunction with the Preliminaries and the design information.

Appendix A – Contractor's Vehicles



CORE SCOPE

Contractor's Vehicles

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Contractor's Vehicles

Definitions

- 1 For the purposes of this appendix to the Scope the following expressions shall have the following meanings:
- a) "Agreed DVS Plan" means the Initial DVS Plan as updated and approved in accordance with the terms of this appendix to the Scope;
 - b) "Approved Progressive Driver Training" means an ongoing programme of Drivers' training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads, (including on-road experience from a cyclist's perspective), which is required to be repeated at least once every 5 years;
 - c) "Category N2 HGV" means a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;
 - d) "Category N3 HGV" means a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms
 - e) "Car-derived Van" means 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;
 - f) "Collision Report" means a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
 - g) "Delivery and Servicing Vehicle" means HGV, a Van or a Car-derived Van;
 - h) "Driver" means any of the *Contractor's* employee (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the *Contractor* while Providing the Works;
 - i) "DVLA" means Driver and Vehicle Licensing Agency;
 - j) "Direct Vision Standard" or "DVS" means Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ;
 - k) "FORS" means the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and motorcycles. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
 - l) "FORS Standard" means 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
 - m) "Gold Accreditation" means the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
 - n) "HGV" means a vehicle with an MAM exceeding 3,500 kilograms;
 - o) "MAM" means the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;

Contractor's Vehicles

- p) "Non-road mobile machinery" or "NRMM" is any mobile machine or vehicle that is not solely intended for carrying passengers or goods on the road.
- q) "Silver Accreditation" means the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
- r) "Van" means a vehicle with a MAM not exceeding 3,500 kilograms.

Emissions requirements

2 The Contractor ensures that for all vehicles used to Provide the Works;

- a) CO₂, air quality exhaust emissions and noise impacts are minimised; and a technology neutral approach is adopted (i.e. the *Contractor* is free to choose which vehicle propulsion/fuel/energy source is adopted to meet these requirements);
- b) Meet or better the following CO₂ limits and European emission standards (Euro Standards) from the *starting date* of the first Call-Off Contract under the Framework Agreement:
 - i) M1 category cars - maximum certified CO₂ emissions of 99 g/km (as measured on the NEDC cycle) and a minimum of Euro 6 emission standard;
 - ii) N1 Class I vans equal to or less than 1,205 kg kerb weight - maximum certified CO₂ emissions of 115 g/km (as measured on the NEDC cycle) and a minimum of Euro 6 emission standard;
 - iii) N1 Class II vans between 1,205 and 1,660 kg kerb weight - maximum certified CO₂ emissions of 155 g/km (as measured on the NEDC cycle) and a minimum of Euro 6 emission standard;
 - iv) N1 class III vans greater than 1,660 kg kerb weight - maximum certified CO₂ emissions of 189 g/km (as measured on the NEDC cycle) and a minimum of Euro 6 emission standard;
 - v) N2 and N3 category vehicles exceeding 3,500 kg kerb weight - Euro VI emission standard.
- c) Any replacement vehicle/engine meets the European or UK regulated emissions standard in force for new vehicles at the time of replacement (currently Euro 6/VI). Replacement vehicles must also meet the CO₂ limits, as applicable, set out above.
- d) The *Contractor* and any Subcontractor uses zero or ultra low emission vehicles in their fleet where and when feasible. The *Contractor* and any Subcontractor mirrors the GLA group, London boroughs and wider public sector support fleet aims, to achieve:
 - i) All cars to be zero emission capable by 2025;
 - ii) All new cars and vans (not exceeding 3,500 kg kerb weight) to be zero emission capable from 2025;
 - iii) All new and replacement commercial vehicles exceeding 3,500 kg kerb weight to be fossil fuel-free from 2030.

3 The *Contractor* sets out the procedures and responsibilities for managing their vehicle fleet within their Environmental Management Plan (EMP). In addition, to achieve continual improvement in relation to fleet vehicle emissions, the *Contractor* proposes improvement

actions within their annual EMP and agree these with the *Framework Manager*. Once agreed, the *Contractor* implements the improvement actions and keep the *Client* apprised of progress.

- 4 The *Contractor* ensures that all vehicles and NRMM are switched off when not in use.

Non Road Mobile Machinery

- 5 The *Contractor* and all Subcontractors ensure that NRMM used to Provide the Works meets the progressively tightening emission requirements of the Greater London Authority's (GLA's) NRMM Low Emission Zone, as set out in the Mayor's London Environment Strategy (Policy 4.2.3). Further information may be found in guidance published by the GLA.
- 6 The *Contractor* demonstrates compliance with the NRMM Low Emission Zone by using the GLA's NRMM register to log all applicable NRMM used to Provide the Works.
- 7 The *Contractor* applies to the GLA for an exemption to the NRMM Low Emission Zone for any NRMM that does not meet the requirements because the machinery is not available or it is not feasible to meet the requirements.
- 8 The *Contractor* and all Subcontractors comply with the progressively tightening standards of the NRMM Low Emission Zone for the Framework Term and any changes to the requirements of the NRMM Low Emission Zone do not constitute a change to the Scope.

Fleet Operator Recognition Scheme

- 9 Where the *Contractor* operates Delivery and Servicing Vehicles to Provide the Works, within 90 days of the *starting date* of the first Call-Off Contract under the Framework Agreement the *Contractor*:
- a) registers for FORS (unless already registered);
 - b) attains the standard of Silver Accreditation (or higher) (unless already so accredited); and
 - c) maintains the standard of Silver Accreditation by way of an annual independent audit in accordance with the FORS Standard up to and including 31 March 2025. Alternatively, where the *Contractor* has attained Gold Accreditation, the maintenance requirements are undertaken in accordance with the periods set out in the FORS Standard.
- 10 Where the *Contractor* operates Delivery and Servicing Vehicles to Provide the Works, from and including 1 April 2025 the *Contractor*:
- a) attains the standard of Gold Accreditation; (unless already so accredited) and
 - b) maintains the standard of Gold Accreditation by way of an annual independent audit in accordance with the FORS Standard for the remaining duration of the Framework Term.
- 11 Within 90 days of the *starting date* of the first Call-Off Contract under the Framework Agreement the *Contractor* ensures that every HGV, which it uses to Provide the Works, is fitted with safety features consistent with the FORS Silver Accreditation for the period up to and including 31 March 2025.
- 12 From 1 April 2025 the *Contractor* ensures that every HGV, which it uses to Provide the Works, is fitted with safety features consistent with the FORS Gold Accreditation.

Driver Training

- 13 Where the *Contractor* operates Delivery and Servicing Vehicles to Provide the Works the *Contractor* ensures that each of its Drivers attend the Approved Progressive Driver Training at least once every 5 years.

Collision Reporting

- 14 Where the *Contractor* operates Delivery and Servicing Vehicles to Provide the Works, the *Contractor* within 15 Business Days of each anniversary of the *starting date* of the first Call-Off Contract under the Framework Agreement provides to the *Client* a Collision Report. The *Contractor* provides to the *Client* with an updated Collision Report within five Business Days of a written request from the *Client* at any time.

Self-Certification of Compliance

- 15 Where the *Contractor* operates Delivery and Servicing Vehicles to Provide the Works, within 90 days of the *starting date* of the first Call-Off Contract under the Framework Agreement, the *Contractor* provides a written report to the *Client* detailing its compliance with Clauses 9, 10, 11, 12, 13 and 14 of this appendix to the Core Scope (as applicable)(the "**WRRR Self-Certification Report**"). The *Contractor* provides updates of the WRRR Self-Certification Report to the *Client* on each six month anniversary of its submission of the initial WRRR Self-Certification Report.

FORS Obligations of the Contractor Regarding Subcontractors

- 16 The *Contractor* ensures that those of its Subcontractors who operate Category N2 HGVs, Category N3 HGVs, Vans and/or Car-derived Vans to Provide the Works comply with the corresponding provisions of this appendix to the Scope:
- a) Clauses 9, 10, 11, 12, 13, 14, 15, 18 and 27,
- as if those Subcontractors were a party to the contract.

Failure to Comply

- 17 Without limiting the effect of any other clause of the contract relating to termination, if the *Contractor* fails to comply with clauses 9, 10, 11, 12, 13, 14, 15 and 16 of this Appendix to the Core Scope;
- a) the *Contractor* has committed a material breach of its obligations; and
- b) the *Client* may refuse the *Contractor*, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the *Client* or any other *Client* for any purpose (including but not limited to deliveries).

Direct Vision Standard

- 18 The *Contractor* ensures that:
- a) from 1 April 2021 all Category N3 HGVs used to Provide the Works achieve a minimum of a three (3) star Direct Vision Standard rating up to and including 31 March 2025;
- b) from and including 1 April 2025 all Category N3 HGVs used in the Provision of the Works achieve a minimum of five (5) star Direct Vision Standard rating.

Contractor's Vehicles

- 19 Within ninety (90) days of the *starting date* of the first Call-Off Contract under the Framework Agreement the *Contractor* develops and submits to the *Framework Manager* an Initial DVS Plan using the template set out in clause 29. The Initial DVS plan captures how the *Contractor* plans to meet the DVS requirements under 18 a) and 18 b).
- 20 The *Framework Manager* either;
- a) approves the Initial DVS Plan, in which case such plan becomes the Agreed DVS Plan; or
 - b) provides the *Contractor* with any comments on and/or amendments to the Initial DVS Plan.
- 21 Within thirty (30) days of receipt of any comments and/or amendments on the Initial DVS Plan from the *Framework Manager*, the *Contractor*:
- a) develops the Initial DVS Plan to reflect such comments and/or amendments; and
 - b) submits an updated Initial DVS Plan to the *Framework Manager* for approval.
- 22 Within fifteen (15) days of receipt of the updated Initial DVS Plan, the *Framework Manager* confirms that either the updated Initial DVS Plan:
- a) is approved, in which case it becomes the Agreed DVS Plan; or
 - b) not approved and provide its further comments and/or amendments to the *Contractor* and the *Contractor* revises and re-submit the updated Initial DVS Plan for approval in accordance with clause 21.
- The process set out in clauses 21 and 22 shall be repeated until the updated Initial DVS Plan is approved by the *Framework Manager*.
- 23 Where the *Framework Manager*, acting reasonably, has not approved the updated Initial DVS Plan, the *Contractor* may refer that decision to the dispute resolution process set out in the contract.
- 24 Without limiting any other provision of the contract, the *Contractor*, at no additional cost to the *Client*, and as part of the *works*:
- a) implements, observes and complies with the Agreed DVS Plan; and
 - b) reviews and amends the Agreed DVS Plan (as necessary) on each 12 month anniversary of the *starting date* of the first Call-Off Contract under the Framework Agreement or earlier if requested by the *Framework Manager*, to reflect:
 - i) any changes to the nature of the Works; and
 - ii) any comments and/or amendments made or proposed by the *Framework Manager*.
- 25 The *Contractor* nominates a member of the *Contractors* personnel with the necessary experience, competency and authority to:
- a) be responsible for implementation and compliance with the Agreed DVS Plan; and
 - b) act as the *Contractors* authorised representative on all matters concerning the Agreed DVS Plan ("**DVS Co-ordinator**").

On each 12 month anniversary of the *starting date* of the first Call-Off Contract under the Framework Agreement, the *Contractor* submits a report to the *Framework Manager* which sets

Contractor's Vehicles

out the progress in respect of implementation of the Agreed DVS Plan and confirms (with supporting evidence) that the *Contractor* has complied with the Agreed DVS Plan.

- 26 Without limiting the effect of any other provision of the contract relating to termination, if the *Contractor* fails to comply with the DVS requirements terms of this clause:
- a) the *Contractor* shall be deemed to have committed a material breach of the contract and
 - b) the *Framework Manager* may refuse the *Contractor*, its employees, agents, Subcontractors and each Category N3 HGV entry onto any property that is owned, occupied or managed by or on behalf of the *Client* for any purpose (including but not limited to deliveries).
- 27 The *Contractor* can apply to the Framework Manager for an exemption to the DVS requirements for any particular vehicle where, in the *Contractors* view, it is not feasible to meet the requirements. An application for an exemption shall include the vehicle/s for which an exemption is required, the duration of which the exemption shall apply and the reasons why the exemption is required. The *Framework Manager* reviews and either:
- a) accepts in writing the exemption for the duration requested; or
 - b) declines the application for an exemption and the DVS requirements under this appendix to the Scope are maintained.
- 28 So far as is practicable, all vehicles used by the *Contractor* to Provide the Works, while in use, bears on both sides and the rear, identity marks bearing the trading name of the *Contractor*. The identity marks are maintained by the *Contractor* throughout the *Framework Term*.
- 29 Initial Direct Vision Standard Plan Template

Note: This Template illustrates how the *Contractor* plans to meet the DVS requirements.

Contact details

| | | |
|-----------------|---------------|--|
| Contractor | | |
| Contract name | Contract ref | |
| DVS Coordinator | Name | |
| Job title | Email | |
| Phone number | Mobile number | |

Contract overview

Provide the HGV delivery and servicing requirements of the contract to which the DVS requirements are applicable and have been applied.

DVS Plan

The *Contractor* shall complete the following tables outlining how you plan to meet your DVS obligations in delivering the contract.

| Fleet details | Metric | Baseline | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---------------|-----------------|---------------|---------------|---------------|---------------|---------------|
| Does the <i>Contractor</i> operate 'own account' HGVs to deliver the Works? | Y/N | | | | | | |
| How many own account N3 Category HGVs does the <i>Contractor</i> operate to deliver the Works? | Quantity | | | | | | |
| How many sub-contract fleet operators does the <i>Contractor</i> employ to deliver the Works? | Quantity | | | | | | |
| How many sub-contract N3 Category HGVs does the <i>Contractor</i> operate to deliver the Works? | Quantity | | | | | | |
| What is the total number of N3 Category HGVs employed to Provide the Works? | *Total | | | | | | |

| DVS Rating | Priority | Baseline | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--|-----------------|-----------------|---------------|---------------|---------------|---------------|---------------|
| What is the total number of zero-star rated N3 Category HGVs employed to deliver the Works? | High | | | | | | |
| What is the total number of one star rated N3 Category HGVs employed to deliver the Works? | Medium | | | | | | |
| What is the total number of two-star rated N3 Category HGVs employed to deliver the Works? | Medium | | | | | | |
| What is the total number of three-star rated N3 Category HGVs employed to deliver the Works? | Low | | | | | | |
| What is the total number of four-star rated N3 Category HGVs employed to deliver the Works? | Low | | | | | | |
| What is the total number of five-star rated N3 Category HGVs employed to deliver the Works? | Low | | | | | | |
| What is the total number of N3 Category HGVs employed to deliver the Works? | *Total | | | | | | |

Please provide details of the activities you will undertake to achieve compliance with the DVS requirements. This should include any information and assumptions made to inform the DVS Plan and any engagement with subcontractors, vehicle suppliers and off-road site operators that are relevant to what has been included in your DVS Plan.

| Describe any engagement activities for <i>Contractor</i> owned or operated Off-road Sites, and with Off-Road Site operators used to deliver the contract in order to meet the outputs of the DVS Plan. | | | | |
|--|---------------|---------------|-----------|---------------|
| | | | | |
| Provide details of the Off-Road Sites that are required to deliver the contract. | | | | |
| Site name | Site operator | Site location | Site type | Ground rating |
| | | | | |
| | | | | |

Routing of Vehicle(s)

- 30 The *Framework Manager* may exercise discretion in instructing the *Contractor* on the routes to be used by the *Contractor* and Subcontractors when travelling to and from a site. In some circumstances, the *Framework Manager* may place restrictions on the allowable routes. This may include Projects or Tasks where the movement of equipment or material is significant, or where a school, town centre or other sensitive area is to be avoided, or avoided at sensitive times.
- 31 The *Contractor* minimises the impacts of construction traffic on the public highways and access routes by:
- a) consolidating loads to reduce the number of deliveries,
 - b) planning delivery routes and times to avoid sensitive sites or activities (such as schools at the start or end of the school day),
 - c) implementing measures to prevent the deposition of mud on roads (such as: the provision of hardstandings and wheel cleaning facilities at access points, the sheeting of lorries, or the use of mechanical road sweepers) and
 - d) avoiding, wherever practicable, the stacking of vehicles on public highways.

Contractor's Maintenance Vehicles

- 32 So far as is practicable, all vehicles used by the *Contractor* and Subcontractors to Provide the Works shall, while in use, be equipped with a communications system to which the *Client* has continuous access.
- 33 So far as is practicable, all vehicles used by the *Contractor* and Subcontractors to Provide the Works shall be fitted with GPS tracking devices. Each GPS tracking device shall transmit data in real time to a web-based reporting system which maps and records the location of each vehicle in the fleet.
- 34 The web-based reporting system shall be capable of reporting the passage of the Contractor's vehicles at any location, together with details of the vehicle. Access to the web-based reporting system is to be made available to the Client.



West Ham Bus Garage



Employers Works Information

Preliminaries

CONTENT

1. Project Particulars
2. Contract Documents
3. The Site / Existing Building
4. Description of the Works
5. Tendering / Subletting / Supply
6. Provision, Content and Use of Documents
7. Management of the Works
8. Quality Standards / Control
9. Security / Safety / Protection
10. Specific Limitations on Method / Sequence / Timing
11. Facilities / Temporary Works / Services
12. Operation / Maintenance of the Finished Works
13. Contractor's General Cost Items: Site Accommodation
14. Contractor's General Cost Items: Services and Facilities
15. Contractor's General Cost Items: Mechanical Plan
16. Contractor's General Cost Items: Temporary Works

West Ham Bus Garage**Employers Works Information****Preliminaries**

1. Project Particulars**1.1 The Project**

Name: West Ham Bus Garage

Nature: Completion of Design and construction/ Fit out of the East Garage demise comprising the strip out of existing office accommodation and FF&E to vehicle workshop, structural alteration and refurbishment of existing office, breakout and WC facilities to create a dynamic flexible working environment.

Length of contract: TBC by Contractor – Anticipated 22 weeks

1.2 Employer (Client)

Name: Transport for London

Address: 5 Endeavour Square, London E20 1JN

Telephone: TBC

Contact: TBC

1.3 Principal Contractor (CDM)

Name: Morgan Sindall Construction and Infrastructure Limited

Address: Kent House, 14-17 Market Place, London W1W 8AJ

Telephone: [REDACTED]

Contact: Mark Pike

1.4 Project Manager

Name: Gleeds Cost Management Ltd

Address: 95 New Cavendish Street, London W1W 6XF

Telephone: [REDACTED]

Contact: Neil Clouden

Email: [REDACTED]

1.5 Supervisor

Name: TBC

Address:

Telephone:

Contact:

1.6 Principal Designer (Pre-Contract)

Name: Arcadis IBI Group

Address: 4th floor, Dantzic Building, Dantzic Street, Manchester M4 2AL

Telephone: [REDACTED]

Contact: Matthew Shepherd

Email: [REDACTED]

1.7 Principal Designer (Post-Contract)

Name: Arcadis IBI Group

Address: 4th floor, Dantzic Building, Dantzic Street, Manchester M4 2AL

Telephone: [REDACTED]

Contact: Matthew Shepherd

[REDACTED]



West Ham Bus Garage

Employers Works Information

Preliminaries

1.8 Quantity Surveyor / Cost Manager

Name: Gleeds Cost Management Ltd

Address: 95 New Cavendish Street, London W1W 6XF

Telephone: [REDACTED]

Contact: Ben Hughes

Email: [REDACTED]

1.9 Architect

Name: TBC

Address:

Telephone:

Contact:

1.10 Civil & Structural Engineer

Name: TBC

Address:

Telephone:

Contact:

1.11 Mechanical and Electrical Consultant Designers

Name: TBC

Address:

Telephone:

Contact:

1.12 BREEAM Assessors (Not Applicable)

1.13 Acoustic Designer (Post Contract) (Not Applicable)

1.14 Acoustic Designer (Pre-Contract) (Not Applicable)

1.15 Fire Consultant (Pre-Contract)

Name: Trigon

Address: 3 The Square, Richmond TW9 1DY

Telephone: [REDACTED]

Contact: Sam Bader

Email: [REDACTED]

1.16 Fire Consultant (Post-Contract)

Not part of scope of works

1.17 Client Party Wall Surveyor (Not Applicable)

1.18 Approved Building Inspector

To be appointed by the Client

1.19 Consultants

The Contractor will be responsible for appointing his own competent Mechanical/Electrical Services Designers (whether separate consultants or via the Mechanical and Electrical

West Ham Bus Garage**Employers Works Information****Preliminaries**

Contractor) and any other required consultants. The consultants will be responsible for preparing and completing the design, assisting procurement and supervising the work, and will be required take out a collateral warranty to the Employer.

Contractor to list the package as below:

- Strip out works
- Builders works and Steelwork
- Plasterboard Partitions and Doors & Ironmongery
- Decorations
- Floor Finishes
- Metal Cage Partitions
- Joinery and Security Screen
- Blinds, Signage and Film
- Ceramic Tiling
- Deep Cleaning

1.20 Consultants Fees

The Contractor shall include for all professional fees necessary to comply with his responsibilities within the contract.

1.21 Planning (Not Applicable as per Employer direction)

1.22 Other Consultants

The Contractor should appoint any other consultants / designers he deems necessary for the successful completion of the Project.

2. Contract Documents

2.1 Form of Agreement

The form of agreement is: Refer to the Delivery Agreement.

2.2 Tender Drawings

The tender drawings are: Refer to the Delivery Agreement.

2.3 Contract Drawings

The contract drawings: Refer to the Delivery Agreement.

2.4 Employers Works Information

Details: Comprised in the following documents and drawings: Refer to the Delivery Agreement.

2.5 Contractors Works Information

Details: Comprised in the following documents and drawings: Refer to the Delivery Agreement.

West Ham Bus Garage**Employers Works Information****Preliminaries**

2.6 Activity Schedule

The activity schedule including list of retained client risks and sums : Refer to the Delivery Agreement.

2.7 Site Information

Details: Comprised in the following documents and drawings: Refer to the Delivery Agreement.

2.8 Visiting the Site

Before tendering the Contractor shall inspect the drawings, visit the site and satisfy himself as to the local conditions, the means of access, the availability of storage space for his materials, the full extent and character of the operation, the nature of the conditions affecting labour and the execution of the Contract generally and other matters which may affect the tender.

The Contractor shall ascertain and allow for fully complying with Local Authority requirements in respect of delivery and offloading of materials. Visits to the site can be arranged as required.

3. The Site / Existing Building**3.1 The Site**

The West Ham Bus Garage is located north of Canning town with a predominately industrial area.

3.2 Existing Buildings on / Adjacent to the Site

The West Ham Bus Garage is a shared demise with TfL and Stagecoach.

3.3 Safeguarding (Not Applicable)**3.4 Existing Main and Services**

Existing documentation available electronically from TfL on request

3.5 Soils and Ground Water

Existing documentation available electronically from TfL on request

3.6 Site Investigation

Existing documentation available electronically from TfL on request

3.7 Health and Safety File

Existing documentation available electronically from TfL on request.

3.8 Access to the Site

Access to the site will be via the main gate off North Crescent.

West Ham Bus Garage**Employers Works Information****Preliminaries**

The Contractor shall note that all roads/paths adjacent to the site are public and must not be adversely affected by the works. There is to be no parking/blocking of access/egress routes and the Contractor shall comply with all instructions to minimise any disruption forthwith.

The Contractor shall allow for all supervision, banksman etc necessary for the safe delivery of materials to the site.

Should any damage be caused to roads, pavings, landscaping and the like as a result of access to the site, it shall be rectified to the satisfaction of the Employer or the Project Manager.

3.9 Parking

The contractor may use the open yard area to the south of the bus garage (east section) for parking.

Parking on adjacent public roads will not be permitted. Any complaints made of parking on adjacent roads/pavings will be dealt with immediately by the Contractor.

3.10 Use of the Site

Do not use the site for any purpose other than carrying out the Works. The Contractor is to allow for meetings with the Employer and the Project Manager to discuss planning, current operations, security, protection measures, health and safety issues, etc. He is to allow for implementing any requirements as directed by the Project Manager from the said meetings although such requests shall be kept to a minimum.

The Contractor shall include within the Contractor's Works Information details of proposed security and safety measures to be implemented as part of the Logistics Plan for the project in order to maintain security and safety hoarding, temporary access pathways, etc.

3.11 Safety of Staff and Visitors

The Contractor shall take every precaution to ensure the safety of staff, visitors, and the public. Tools and plant should not be left unattended and access to scaffolds, etc. shall be denied to unauthorised persons.

3.12 Surrounding Land / Building Uses

West Ham Bus Garage is sited in a predominately light-industrial area, with mixed-use light industrial land to the west and south, a railway line with the east, and a live construction site to the north.

3.13 Security

Refer to Section 9 of this document.

3.14 COVID-19

The Contractor shall comply with all government guidelines in connection with the ongoing COVID 19 pandemic (both current and as may be adjusted by the government during the works).

Within the Construction Phase Health and Safety plan the Contractor shall consider current government guidelines (at the time of preparing the plan) and set out details of how he shall

West Ham Bus Garage**Employers Works Information****Preliminaries**

manage the Works to comply with such guidelines and additional measure he considers appropriate/necessary to safely undertake the works to minimise COVID risks.

3.15 Health and Safety Hazards

Refer to RIBA Stage 3 Report and Pre-Construction Information.

3.16 Safety of Safety, Visitors and the Public

Refer to RIBA Stage 3 Report and Pre-Construction Information.

4. Description of the Works4.1 Preparatory Works by Others

Works: Carried out under a separate contract and completed before the start of work on site for this Contract. This includes: Specialist Equipment removal, Deep Clean of the Toilets & FF&E Removal.

4.2 The Works

Completion of Design and construction/ Fit out of the East Garage demise comprising the strip out of existing office accommodation and FF&E to vehicle workshop, structural alteration and refurbishment of existing office, breakout and WC facilities to create a dynamic flexible working environment.

4.3 Specification

Performance specifications are included in the Works information. The contractor shall be responsible for developing these requirements and designing and constructing the works in accordance with them and completing the works to be harmonious with the existing building and in keeping with the general finishes theme for the rest of the building. The Contractor shall not depart from any products/materials contained therein without consent of the Project Manager. The Contractor is to inform the Project Manager of any discrepancies between the Works Information and comply with any instructions resulting from clarification of requirements.

4.4 Funding Requirements (Not Applicable)4.5 Phasing (Not Applicable)4.6 Works Design by Contractor

The Contractor is to be responsible to complete the design of the Works in accordance with planning consents, good building practice and all relevant current statutory requirements, British Standards, Codes of Practices, Local Bye Laws, Fire Precautions Act, Building Regulations, requirements of the local fire officer, and the like including preparing all necessary drawings, calculations and documents. The Employer will not accept Compensation Events or pay any costs associated with amendments in design to conform to these requirements.

4.7 Works by Others Concurrent with the Contractor

TfL nominated suppliers to be managed by the Contractor as part of contracted works. Access control, security, data, comms, AV, bird netting.

West Ham Bus Garage**Employers Works Information****Preliminaries**

4.8 Completion of Work by Others (Post Completion of the Works) (Not Applicable)4.9 Building Regulation Approvals

Contractor to be responsible for obtaining Building Regulations approval.

4.10 Fire Regulations

Comply with requirements of Approved Document B of the Building Regulations.

Prevent personal injury or death, and damage to the works or other property from fire.

Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by Construction Industry Publications and The Fire Protection Association (The 'Joint Fire Code').

4.11 Design Responsibility

The Contractor is to be fully responsible for the design of the works. The Contractor will be deemed to have verified and accept responsibility for all information and design work contained within the Works Information.

No approvals, acceptance, agreements, comments, instructions, consents or advice from the Employer or Project Manager in connection with the works shall in any way relieve the Contractor from his obligations under the Building Contract.

4.12 BREEAM (Not Applicable)

5. Tendering / Subletting / Supply**Main Contract Tendering**5.1 Scope

In accordance with the SCAPE National Framework agreement.

5.2 Partnering (Not Applicable)5.3 Purchaser's and Tenant's Warranty (Not Applicable)5.4 Funder's Warranty (Not Applicable)5.5 Design Warranties

Refer to Schedule 17 of the SCAPE National Framework agreement

5.6 Sub-Contractors Warranties

Refer to Schedule 17 of the SCAPE National Framework agreement

5.7 Novation Agreement (Not Applicable)5.8 Professional Indemnity Insurance

Refer to Schedule 2 of the SCAPE National Framework agreement

Preliminaries

5.9 Collateral warranty

The Agreement: Enter into the agreement and warranties, a copy of which, with the relevant parts completed, is included with the contract documents.

5.10 Product Guarantees

Product Guarantees – The Contractor shall allow for providing guarantees in favour of the Employer for any product, which the Employer may reasonably request. E.g. roof coverings, cladding systems etc.

5.11 Contract Guarantee Bond

Refer to Contract Data Part One.

5.12 Acceptance of Tender (Not Applicable)**5.13 Period of Validity**

Period: After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than three months from the date of tender submission.

Date for possession/ commencement: Refer to Contract Data Part One.

Pricing / Submission Documents**5.14 Preliminaries in the Specification**

Measurement rules: Preliminaries/ General Conditions have not been prepared in accordance with SMM7/NRM.

5.15 Pricing of Preliminaries

If the Contractor requires interim payments to include fixed and time related charges for specific items in the Preliminaries, those charges must be clearly shown as activities in the activity schedule. The contractor shall note that payments shall only be made for completed activities in accordance with the NEC contract and it is therefore recommended the activity schedule be split to ensure regular cash flow and individual activities to not run over extended time periods. The contractor shall fully price the preliminaries and include all associated works within the activity schedule.

5.16 Priced Documents

Alterations: Do not alter or qualify the Works Information without written consent.

Measurements: Where not stated, ascertain from the drawings.

Deemed included: Costs relating to items required to meet works information, which are identified on the activity schedule will be deemed included in other activities.

5.17 Provisional Sums (Employer Risk Items) (Not Applicable)**5.18 Quantities in the Priced Document**

Preliminaries

Where included in the activity schedule, these have not been prepared in accordance with SMM7/NRM. Any quantities contained in the activity schedule are for information only and the contractor shall complete all works in accordance with contract requirements. The risk of any error or omission of quantities in the activity schedule rests with the contractor.

5.19 PC and Provisional Sums (Employers Risk Sum) (Not Applicable)5.20 Fluctuations (Not Applicable)5.21 Activity Schedule

Content of the Analysis: A breakdown of the Contract Sum into at least the following categories:

- As set out in the activity schedule.
- The Contractor shall also provide a quantified and costed schedule of works (Generally following NRM format) in support of the activity schedule. Quantity within the schedule of works shall be the contractors shall not form part of the contract documents. The costed schedule of works will be used to assist both parties in the agreement of Compensation Events.

5.22 Programme

Prepare a pre and post start on site programme showing the sequence and timing of the principal parts/sections of the Works and periods for planning and design.

5.23 Information Release Schedule (Not Applicable)5.24 Substitute Products

If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.

Substitutions accepted will be subject to the verification requirements of clause 6.15.

5.25 Quality Control Resources (Not Applicable)5.26 Health and Safety Information

The Contractor shall responsible for prepare the Health and Safety Information that describes the organisation and resources to safeguard the health and safety of operatives, including those of subcontractors, and of any person whom the Works may affect.

Include:

- A copy of the contractor's health and safety policy document, including risk assessment procedures.
- Accident and sickness records for the past five years.
- Records of previous Health and Safety Executive enforcement action.
- Records of training and training policy.
- The number and type of staff responsible for health and safety on this project with details of their qualifications and duties.

Preliminaries**5.27 Outline Construction Phase Health and Safety Plan**

The Contractor shall submit the following information within one week of request:

- Method statements on how risks from hazards identified in the pre-construction information and other hazards identified by the contractor will be addressed.
- Details of the management structure and responsibilities.
- Arrangements for issuing health and safety directions.
- Procedures for informing other contractors and employees of health and safety hazards.
- Selection procedures for ensuring competency of other contractors, the self-employed and designers.
- Procedures for communications between the project team, other contractors and site operatives.
- Arrangements for cooperation and coordination between contractors.
- Procedures for carrying out risk assessment and for managing and controlling the risk.
- Procedures for reporting near miss events
- Emergency procedures including those for fire prevention and escape.
- Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.
- Arrangements for welfare facilities.
- Procedures for ensuring that all persons on site have received relevant health and safety information and training.
- Arrangements for consulting with and taking the views of people on site.
- Arrangements for preparing site rules and drawing them to the attention of those affected and ensuring their compliance.
- Monitoring procedures to ensure compliance with site rules, selection and management procedures, health and safety standards and statutory requirements.
- Review procedures to obtain feedback.

5.28 Health and Safety Near Miss Events

The Contractor shall implement robust procedures in respect of near miss events.

The outline construction Health and Safety plan shall include procedures and protocols in respect of recording all near misses and these procedures shall be highlighted to all operatives in inductions.

The Contractor and their sub-contractors are expected to work with the Employer in implementing lessons learnt from any near misses and implementing any changes required on site to prevent future occurrences.

5.29 Site Waste Management

The Contractor is required to manage and minimise waste and implement measures for the management of the same.

5.30 BREEAM Requirements (Not Applicable)**5.31 BREEAM Indoor Air Quality (Not Applicable)****5.32 Freedom of Information (Not Applicable)****Subletting / Supply**

Preliminaries

5.33 Domestic Sub-Contracts

General: Comply with the Construction Industry Board 'Code of Practice for the selection of subcontractors'.

List: Provide details of all subcontractors and the work for which they will be responsible

Submit within one week of request.

5.34 Key Domestic Sub-Contractors

Bancroft Limited
5Plus Architects
TAK Structures

5.35 'Listed' Domestic Sub-Contractors

Not Applicable

5.36 Pre-Appointed Consultants (Not Applicable)**5.37 Site specific method statements**

Prior to works commencing on any site risk assessments and site-specific method statements must be agreed.

Works cannot commence without approval of the risk assessment and method statement and the subsequent issuing of a 'entry permit' by the Project Manager.

Approved risk assessments and method statements can be taken to mean previously agreed assessments and method statements in accordance with a framework agreement.

The Contractor will note that failure to comply with the procedures set out in an agreed method statement is sufficient grounds to stop any works and to remove the Contractor from site until a safe system of work has been agreed and an undertaking given to abide by this system.

The Method Statements should include, where relevant, the following:

- Project title and task to be carried out
- Name of the person responsible for this area of work and monitoring compliance with the method statement and details of how this information will be briefed to the workers involved. (e.g. Site Manager/Foreman)
- Qualifications/training/experience of the personnel carrying out the work. (e.g. City and Guilds, NVQs, how many years in this profession, C.T.A. certificate to drive/operate plant etc)
- Appropriate personal protective equipment (P.P.E.) and safety equipment required to carry out the task. (e.g. hard hats, gloves, goggles, CAT scan, gas detection equipment, fire extinguisher etc)

West Ham Bus Garage**Employers Works Information****Preliminaries**

- Access equipment to be used, details on how it is checked for safety and the frequency of the checks. (e.g. access scaffolds, tower scaffolds, trestles, ladders, steps etc)
- Plant, tools and machinery required to carry out the task and details of safety checks/maintenance/certification/training (including hand tools). (e.g. P.A.T. testing, service details, tool box checks etc)
- Details of delivery and storage of building materials.
- Arrangements for safe access/egress, security to protect third parties, storage and handling of materials. (e.g. temporary fencing, signage, materials under COSHH, manual handling assessment etc)
- Details on emergency procedures and permits to work to be implemented. (e.g. fire and evacuation procedures, hot works permit etc)
- Environmental limitations that may affect the task. (e.g. wind speed, rain, extremes of temperature, soil condition etc)
- A detailed work sequence, to include the identification and avoidance of hazards found and the control measures needed to limit the risk.
- Details on co-ordination of the task where various trades are involved.
- Details of storage and disposal of waste.
- The measurement of and appropriate measures to mitigate nuisance noise to building occupants and local residents.

Note: Alterations to site specific method statements, require approval **PRIOR** to being implemented on site.

5.38 Subletting

Subletting of domestic subcontract shall comply with the requirements of the SCAPE framework.

5.39 Confidentiality

Whilst working on site either directly or indirectly for Group Facilities, contractors are expected to treat with confidentiality any materials they may see or conversations they may overhear.

Failure to comply will result in the revocation of entry privileges and with possible termination of the contract.

5.40 Conduct

Contractors are required to conduct themselves in an orderly manner and failure to do so by engaging in 'horse play' or threatening/abusive behaviour will result in entry privileges being revoked for the individuals concerned. Music radios are not permitted on site.

6. Provision, Content and Use of Documents

Preliminaries

Definitions and Interpretations**6.1 Definitions**

Meaning: Terms, derived terms and synonyms used in the preliminaries/ general conditions and specification are as stated therein or in the appropriate British Standard or British Standard glossary.

6.2 Communication

Definition: Includes advise, inform, submit, give notice, instruct, agree, confirm, seek or obtain information, consent or instructions, or make arrangements.

Format: In writing to Project Manager unless specified otherwise.

Response: Do not proceed until response has been received.

6.3 Project Manager

Project Manager means the person nominated in the Contract as the Project Manager.

6.4 In Writing

When required to advise, notify, inform, instruct, agree, confirm, obtain information, obtain acceptance or obtain instructions do so in writing.

6.5 Acceptance (and words derived there from)

Means the acceptance in writing of the Project Manager unless specified otherwise.

Acceptance in no way releases the Contractors design responsibilities which is absolute.

6.6 Submit (and words derived there form)

means to the Project Manager unless instructed.

6.7 Products

Definition: Materials, both manufactured and naturally occurring, and goods, including components, equipment and accessories, intended for the permanent incorporation in the Works.

Includes: Goods, plant, materials, site materials and things for incorporation into the Works.

6.8 Site Equipment

Definition: Apparatus, appliances, machinery, vehicles or things of whatsoever nature required in or about the construction for execution and completion of the Works but not materials or other things intended to form or forming part of the Permanent Works.

Includes: Construction appliances, vehicles, consumables, tools, temporary works, scaffolding, cabins and other site facilities.

6.9 Drawings

Definitions: To BSRIA BG 6/2009 A design framework for building services. Design activities and drawing definitions.

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CAD data: In accordance with BS 1192.

6.10 Contractor's Choice

Meaning: Selection delegated to the Contractor, but liability to remain with the specifier.

6.11 Contractor's Design

Meaning: Design to be carried out or completed by the Contractor and supported by appropriate contractual arrangements, to correspond with specified requirements.

6.12 Submit Proposal

Meaning: Submit information in response to specified requirements.

6.13 Terms Used in Specification

- Remove: Disconnect, dismantle as necessary and take out the designated products or work and associated accessories, fixings, supports, linings and bedding materials. Dispose of unwanted materials. Excludes taking out and disposing of associated pipework, wiring, ductwork or other services.
- Fix: Receive, unload, handle, store, protect, place and fasten in position and disposal of waste and surplus packaging including all labour, materials and site equipment for that purpose.
- Supply and fix: As above, but including supply or products to be fixed. All products to be supplied and fixed unless stated otherwise.
- Keep for reuse: Do not damage designated products or work. Clean off bedding and jointing materials. Stack neatly, adequately protect and store until required by the Employer/ Purchaser or for use in the Works as instructed.
- Make good: Execute local remedial work to designated work. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Replace: Supply and fix new products matching those removed. Execute work to match original new state of that removed.
- Repair: Execute remedial work to designated products. Make secure, sound and neat. Excludes redecoration and/ or replacement.
- Refix: Fix removed products.
- Ease: Adjust moving parts of designated products or work to achieve free movement and good fit in open and closed positions.
- Match existing: Provide products and work of the same appearance and features as the original, excluding ageing and weathering. Make joints between existing and new work as inconspicuous as possible.
- System: Equipment, accessories, controls, supports and ancillary items, including installation, necessary for that section of the work to function.

6.14 Manufacture and Reference

Where used in this combination:

- 'Manufacturer' means the firm under whose name the particular product is marketed.
- 'Reference' means the proprietary brand name and/or reference by which the particular product is identified.

The Contractor shall not deviate from providing goods and material stated within the Employer Requirements without written acceptance from the Employer. Such acceptance shall be at the Employer's sole discretion where any alteration is proposed an appropriate

Preliminaries

cost adjustment is to be agreed between the Contractor, Quantity Surveyor and submitted with the proposal to the goods stated.

6.15 Substitution of Products

Products: If an alternative product to that specified is proposed, obtain acceptance before ordering the product. Acceptance of a change is at the sole discretion of the Employer.

Reasons: Submit reasons for the proposed substitution.

Documentation: Submit relevant information, including:

- manufacturer and product reference;
- cost;
- availability;
- relevant standards;
- performance;
- function;
- compatibility of accessories;
- proposed revisions to drawings and specification;
- compatibility with adjacent work;
- appearance;
- copy of warranty/ guarantee.
- samples (note the contractor shall provide a sample of both the original product specified and the alternative to allow the Employer to make an informed decision of the substitution proposed)

Alterations to adjacent work: If needed, advise scope, nature and cost.

Manufacturer's guarantees: If substitution is accepted, submit before ordering products. Substitution of products shall only be made by the express written agreement of the Employer.

6.16 Cross Reference

Accuracy: Check remainder of the annotation or item description against the terminology used in the section or clause referred to.

Related terminology: Where a numerical cross-reference is not given the relevant sections and clauses of the specification will apply.

Relevant clauses: Clauses in the referred to specification section dealing with general matters, ancillary products and execution also apply.

Discrepancy or ambiguity: Before proceeding, obtain clarification or instructions.

6.17 Referenced Documents

Conflicts: Specification prevails over referenced documents.

6.18 Substitution of Standards

Preliminaries

Specification to British Standard or European Standard: Substitution may be proposed complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK.

Before ordering: Submit notification of all such substitutions.

Documentary evidence: Submit for verification when requested as detailed in clause 6.15. Any submitted foreign language documents must be accompanied by certified translations into English.

6.19 Currency of Documents

Currency: References to published documents are to the editions, including amendments and revisions, current on the date of the Invitation to Tender.

6.20 Sizes

General dimensions: Products are specified by their co-ordinating sizes.

Timber: Cross section dimensions shown on drawings are:

- Target sizes as defined in BS EN 336 for structural softwood and hardwood sections.
- Finished sizes for non-structural softwood or hardwood sawn and further processed sections.

Documents Provided on Behalf of Employer**6.21 Additional Copies of the Drawings / Documents**

Additional copies: Issued, the Contractor will be issued Documents / Drawings electronically. Any hard copies of documents will be issued on request but will be charged to the Contractor.

6.22 Dimension

Scaled dimensions: Do not rely on.

6.23 Measured Quantities

Ordering products and constructing the Works: The accuracy and sufficiency of the measured quantities is not guaranteed.

Precedence: The specification and drawings shall override the measured quantities.

6.24 The Specification

Coordination: All sections must be read in conjunction with Main Contract Preliminaries/ General conditions.

6.25 Divergency from the Statutory Requirements

Divergence: Between the drawings or specification and the requirements of the Building Regulations, other Statutes, statutory undertakers and other regulatory authorities.

Action: Inform immediately.

Documents Provided by Contractor / Sub-Contractors / Suppliers.**6.26 Changes / Amendments to employers Works Information**

Preliminaries

Contractor's changes to Employers Works Information: Support request for substitution or variation with all relevant information.

Employer's amendments to Works Information: If considered to involve a change, which has not already been acknowledged as a Compensation Event, notify without delay by raising an Early Warning (maximum period 7 days) providing details of the proposed change, and do not proceed until instructed. Claims for extra cost, if made after the claimed change has been carried out, may not be allowed. The Early Warning and Compensation Event Process contained within the Contract must be followed at all times

6.27 Submission of Drawings

The Contractor shall prepare and agree with the Project Manager a list and programme for all drawings to be issued in connection with the Works within two weeks of the appointment (Purchase Order/Letter of Intent/Contract).

Drawings, specifications, details, calculations etc shall be submitted in sufficient time to accommodate the comment process. A minimum of ten working days is to be allowed for comments to be made by the Employer/ Project Manager on receipt of submission information. Sufficient time is to be allowed for revisions to drawings and further comments to be made by the Project Manager if necessary. The Project Manager's or other comments do not relieve the Contractor of any of his design, specification or fitness for purpose responsibilities and should the Works, when constructed, not meet the Employer's Works Information, the lack of any such comment shall be deemed irrelevant.

Comments on drawings will be made in the following format:

- Comment A – No comment offered
- Comment B – Comments made – works can proceed on basis of 'minor adjustments being made
- Comment C – Comments made – works cannot proceed until drawings revised and
 - re commented on

The Employer/ Project Manager will not entertain any delay caused on site as a consequence of insufficient time being allowed for the drawing comment process. The Contractor is required to manage the design process to ensure sufficient time is allowed for comments to be made on drawings.

Whilst the Contractor himself may or may not be responsible for the preparation of the working drawings and construction details, they must ensure:

- Designs are capable of safe, efficient and economic construction and achieve a low maintenance solution.
- Drawings are issued to the Project Manager/Supervisor in sufficient time to allow them to make comments without holding up the construction programme. A minimum of 10 days should be allowed for the Project Manager to make his initial comments.
- The contractor shall specifically note that elements of design which require end user engagement may take longer to review and comment than other areas. At the start of the project the contractor shall discuss with the Project Manager which elements of design require end user engagement and programme design activities to allow longer time periods for review and comment of the same. Elements shall include (but are not limited to), Floor, wall and ceiling finishes, lab furniture, shelving and racking,

Preliminaries

6.28 Submission of Information

Master programme: Make reasonable allowance for completing design/ production information, checking, submission (including requirements under health and safety legislation), comment, inspection, amendment, resubmission and re inspection.

Information from Subcontractors/ Suppliers:

- Obtain in time to meet the programme and in accordance with conditions of nomination where applicable.
- Check dimensions are correct, account is taken of all related work, and construction is practicable.
- Note any comments on one copy of the design/production information, then submit with the required number of additional unmarked copies. Such checking will not relieve the consultant designer or the Subcontractors/Suppliers of their respective responsibilities for design, co-ordination and documentation.

Inspection and comments: May be marked on one copy and returned to Contractor. This will not relieve the Subcontractors/Suppliers of their responsibility for design and documentation. Ensure that any necessary amendments are made without delay and resubmit unless it is confirmed that it is not required.

Final version of information: Distribute copies to all affected parties and keep one copy on site.

Submit electronic copies generally and hard copies on request.

6.29 Production Information

Production information for the Contractor's designed work must include: Design drawings, Fabrication drawings, Design calculations, co-ordinated Mechanical and Electrical drawings.

6.30 As Built Drawings and Information

Provide drawings/information

Submit: at least two weeks before date for completion

6.31 Technical Literature

Information: Keep on site for reference by all supervisory personnel:

- Manufacturers' current literature relating to all products to be used in the Works.
- Relevant British, EN or ISO Standards.

6.32 Maintenance Instruction and Guarantees

Components and equipment: Obtain or retain copies, register with manufacturer and hand over on or before completion of the Works.

Information location: In the Building Manual.

Emergency call out services: Provide telephone numbers for use after completion.

7. Management of the Works

Preliminaries

7.1 Contractors Design Responsibility

It is the Contractors responsibility to build the Works in accordance with good building practice, specification and all other elements of the Works Information and including all drawings and other documents necessary to explain his proposals.

In so far as the design or the development and completion of the Works Information has been or will be undertaken by the contractor and / or domestic sub-contractors or suppliers and in so far as the selection of materials and goods for inclusion in the Works has been or will be carried out by the contractor and / or sub-contractor or suppliers then in the event of any defect or insufficiency in such design or in the development and completion of the Employers Works Information or in the selection of such goods and materials the contractor and / or domestic sub-contractor or suppliers shall owe the like liability to the Employer, whether under statute or otherwise, as would an Architect or, as the case may be, other appropriate designer holding himself out as competent to take on work for such design etc. who acting independently under a separate contract with the Employer, has supplied such design, developed and completed with such works carried out and completed by a building contractor not being the supplier of the design etc.

7.2 Sequencing and Setting Out

The Contractor shall be responsible for, and shall arrange with all sub-contractors, suppliers and specialists, the method statements for sequencing of the Works including but not limited to the time for commencement of work on site, delivery of materials, marking out, erection, testing, commissioning, balancing, inspection, remedying defects, applying insulation and any other operations necessary to complete the works.

7.3 Placing of Order to Start on Site

Accept responsibility for procuring all subcontracts, development of working drawings, ordering of materials and site mobilisation sufficient to commence works on the date of possession from the date of order and to maintain progress in line with the Contract Programme.

7.4 Discrimination

The Contractor shall ensure that they and all appointed contractors, sub-contractors, designers and suppliers comply with all legislation relating to Race Relations, Sex and Gender Discrimination and Disability Discrimination.

On request the contractor shall provide the Employer with details of all relating policies in respect of this clause and provide details of how they manage their supply chain to ensure the same. The contractor shall actively engage with the Employer to ensure that that access to work on the Project is available and that there are no boundaries/obstacles to the workplace which could be seen as discriminatory.

7.5 Modern Slavery

The Contractor shall take all steps to ensure they (any their entire supply chain) comply in full with the Modern Slavery Act. On request the Contractor shall provide the details of all relating policies in respect of this clause and provide details of how they manage their supply chain to ensure the same. The contractor shall actively engage with the Employer to support the implementation of their Modern Slavery Policy and ensure the policy is applied to all supply chain partners providing the Works.

Preliminaries

7.6 Supervision

General: Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.

Coordination: Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.

7.7 Vandalism / Theft

The Contractor is to make his own assessment of this risk as no liability in cost or time will be accepted by the Employer.

7.8 Permits and Approvals

Obtain in good time all necessary permits, approvals, relaxations etc, required from whatever body for the successful and timely execution of the works.

The Contractor shall specifically note that permits are required for the following activities. The general permit to work, subject/hazard specific permit to works to be completed for (but not and exclusive list):

- Work at Height, including working on any roof
- Confined spaces
- Hot works
- Excavations
- Works involving isolation or reduction on the efficiency of the fire alarm and detection systems
- Working on sites that may have asbestos present e.g. pre-200 build
- Working on live electrics
- Working on unguarded machinery

Where it is deemed necessary the contractor shall operate their own Permit to Works system for specific activities on site that require additional control.

7.9 Considerate Constructor Scheme

Registration: Before starting work, register the site and pay the appropriate fee:

Contact:

- Address: Considerate Constructors Scheme Office, PO Box 75, Great Amwell, Ware, Hertfordshire, SG12 0YX.
- Tel. 01920 485959.
- Fax. 01920 485958.
- Free phone 0800 7831423.
- Web. www.ccscheme.org.uk

Standard: Comply with the Scheme's Code of Considerate Practice.

7.10 Existing Footpath, Roadways and Rights of Way

Ensure and allow safe and proper access along all footpaths, roadways and rights of way across or adjacent to the site required to be maintained during the construction of the Works.

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The Contractor shall particularly note the requirements for occasional access and egress through the roller shutter door adjacent the contractors compound and access to the main substation

7.11 Fire Precautions

As appropriate, the Contractor shall maintain on site adequate fire fighting equipment. Such equipment is to be kept in good working order and in a prominent and accessible position.

The Contractor is to ensure that there are operatives on site trained in the use of all fire fighting equipment that they maintain and shall take every precaution against the outbreak of fire. In the event that any sweating, brazing, welding or the use of naked flame is to be undertaken on site, the contractor shall apply for a hot works permit from the project manager.

A risk assessment and site specific method statement must be provided for approval before a hot works permit can be issued. Unless otherwise agreed with the Project Manager a minimum of twenty four hours notice is required for the issuing of a hot work permit.

Disciplinary action will be taken against anyone found to be interfering with established fire precautions in place such as blocking open fire doors, covering smoke detectors etc.

7.12 Limit Disturbances

The Contractor shall ensure that the Works are carried out in such a manner as to limit as far as possible disturbances to adjacent buildings / property.

7.13 Inspection of the Works

The Contractor shall allow for the Project Manager and Supervisor (and any appointed Professional) to make regular inspections of the Works as they proceed. The Contractor shall offer every reasonable facility for performance of that duty giving advanced notice of all intended site operations.

7.14 Insurance

Documentary evidence: Before starting work on site submit details, and/ or policies and receipts for the insurances required by the Conditions of Contract.

7.15 Insurance Claims

Notice: If any event occurs which may give rise to any claim or proceeding in respect of loss or damage to the Works or injury or damage to persons or property arising out of the Works, immediately give notice to the Employer, the Project Manager and the Insurers.

Failure to notify: Indemnify the Employer against any loss, which may be caused by failure to give such notice.

7.16 Climatic Conditions

Information: Record accurately and retain:

- Daily maximum and minimum air temperatures (including overnight).
- Delays due to adverse weather, including description of the weather, types of work affected and number of hours lost.

7.17 Ownership

Preliminaries

Alteration/ clearance work: Materials arising become the property of the Contractor except where otherwise stated. Remove from site as work proceeds.

Programme / Progress**7.18 Programme**

Master Programme: Immediately when requested and before starting work on site, submit in an approved form a master programme for the works, which must include details of:

- Design, production information and proposals provided by the contractor/ subcontractors/ suppliers, including inspection and checking
- Planning and mobilization by the contractor.
- Earliest and latest start and finish dates for each activity and identify all critical activities.
- Running in, adjustment, commissioning and testing of all engineering services and installations
- Work resulting from instructions issued in regard to the expenditure of provisional sums
- Work by or on behalf of the employer and concurrent with the contract the nature and scope of which, the relationship with preceding and following work and any relevant limitations are suitably defined in the contract documents.

Exclusions: Where and to the extent that the programme implications for work which is not so defined are impossible to assess, exclude it and confirm this when submitting the programme

Further Information: Submission of programme will not relieve the contractor of responsibility to advise of the need for further drawings or details or instructions in accordance with the contract.

7.19 Submission of Programme

Submission of the programme will not relieve the Contractor of the responsibility to advise of the need for further drawings or details or instructions in accordance with the Contract.

7.20 Pre Start Design and Others Meetings

Hold meetings with appropriate designers and other parties which may be required to co-ordinate design and other issues: Give reasonable notice to Project Manager /Employer of dates and times of Contractors meetings to allow Project Manager/Employer to attend if so desired.

- Frequency: As required by Contractor.
- Chairperson (who will also take and distribute minutes): The Contractor.

7.21 Site Meetings

General: Site meetings will be held to review progress and other matters arising from administration of the Contract.

- Frequency: Monthly, with interim design/progress meetings where required, to be held on site or via MS Teams as appropriate.
- Location: Contractors site accommodation.
- Accommodation: Ensure availability at the time of such meetings.
- Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.

West Ham Bus Garage**Employers Works Information****Preliminaries**

- Chairperson (who will also take and distribute minutes): Project Manager.

7.22 Contractor's Progress Report

General: Submit a progress report at least two working days before site meetings.

Content: Notwithstanding the Contractor's obligations under the Contract the report must include:

- A progress statement by reference to the accepted programme for the Works. The statement shall include a forecast of the completion date, together with current programme challenges and opportunities.
- A copy of the Accepted Programme tracking progress and clearly highlight critical path activities.
- Details of any matters materially affecting the regular progress of the Works
- Any requirements for further drawings or details or instructions to fulfil any obligations under the Contract.
- Schedule of subcontractors.
- Updated information release schedule with details of accepted items.
- A statement / schedule of information required by the Employer and dates of information required.
- Brief report from Architect and Services Designer identifying design progress, planning and building regulation issues and sign off.
- Statement on provision and signing of Warranties
- A report on quality issues raised by the Contractor, their design team and remedial work / remedies proposed.
- A Cost Statement highlighting the current status of accepted and pending changes together with expenditure of provisional sum items with a summary of the forecast final account.
- A statement on current risks and opportunities.
- Health and Safety statement including hours worked (cumulative/in the period), near misses (cumulative/in the period) and accidents (cumulative/in the period).

7.23 Contractor's Site Meetings

Hold meetings with appropriate subcontractors and suppliers shortly before main site meetings to facilitate accurate reporting of progress.

7.24 Notice of Completion

Give notice of the anticipated dates of completion of the whole or parts of the Works.

Ensure necessary access, services and facilities are complete.

Period of Notice (minimum): 2 weeks

7.25 Adverse Weather

Record accurately and retain: Delays due to adverse weather including description of the weather, types of work affected and number of hours lost.

Control of Cost**7.26 Cashflow Forecast**

Preliminaries

Submission: Before starting work on site, submit a forecast showing the gross valuation of the Works at the date of each Interim Certificate throughout the Contract period. Base on the programme for the Works.

7.27 Compensation Events

The compensation Event process stated in the contracts to be followed throughout the contract. If the Project Manager instructs the Contractor to submit a Quotation comply with such instruction providing details of any cost/programme implications. All costs submitted shall be subject to review/agreement with the Cost Manager and Project Manager. Should the Contractor wish to propose a change, submit a costed proposal to the Project Manager for consideration. No payment for works undertaken will be entertained unless /until instruction is issued by the Project Manager in accordance with the Contract.

The contractor shall allow for all reasonable costs associated with the preparation of Quotations and Compensation Events within the Contract Sum.

7.28 Removal / Replacement of Existing Works

Agree before commencement.

Carry out in ways that minimise the extent of work.

7.29 Interim Valuations

Applications: Include details of amounts requested under the Contract together with all necessary supporting information (as may be reasonably requested by the Project Manager).

Submission (Draft): At least seven days before the assessment dates submit draft application for payment for review by the Project Manager in the format of the Activity Schedule updated with any Compensation Events. The Contractor's Final valuation is to be agreed on or before the assessment date.

7.30 Products not Incorporated into the Works

The Contractor shall note that assess amount due in accordance with the contract shall only include for Completed activities in the activity schedule. Any payments for large material deliveries much be identified as activities in the activity schedule and will be subject to proof of ownership set out below.

The Contractor shall, by including appropriate provisions in every relevant sub-contract contract of sale and supply agreement ensure that the property in all materials and goods incorporated or to be incorporated in the Works passes to the Contractor on the earlier of the time of delivery of such materials and goods to the site or the time that the value of such materials and goods is incorporated in Interim Certificates paid by the Employer. The Contractor shall indemnify the Employer against any expense liability loss claim or proceedings whatsoever arising from any failure to pass to the Employer a complete and encumbered title in any materials or goods.

Ownership: At the time of each valuation, supply details of those products not incorporated into the Works which are subject to any reservation of title inconsistent with passing of property as required by the Conditions of Contract, together with their respective values.

Evidence: When requested, provide evidence of freedom of reservation of title.

West Ham Bus Garage**Employers Works Information****Preliminaries**

7.31 Listed Products Stored Off Site

No products stored off site shall be included in interim valuations.

7.32 Labour and Equipment Returns

Records: Provide for verification at the beginning of each week in respect of each of the previous seven days.

7.33 Audit (Not Applicable)**7.34 Construction Site Impacts (Not Applicable)****7.35 Aftercare (Not Applicable)**

8. Quality Standards / Control**Standards of Products and Execution****8.1 Incomplete Documents**

General: Where and to the extent that products or work are not fully documented, they are to be:

- Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
- Suitable for the purposes stated or reasonably to be inferred from the project documents.
- Contract documents: Omissions or errors in description and/ or quantity shall not vitiate the Contract nor release the Contractor from any obligations or liabilities under the Contract.

8.2 Workmanship Skills

Operatives: Appropriately skilled and experienced for the type and quality of work.

Registration: With Construction Skills Certification Scheme.

Evidence: Operatives must produce evidence of skills/ qualifications when requested.

8.3 Quality of Products

Generally: New (Proposals for recycled products may be considered).

Supply of each product: From the same source or manufacturer.

Whole quantity of each product required to complete the Works: Consistent in kind, size, quality and overall appearance.

Tolerances: Where critical, measure a sufficient quantity to determine compliance.

Deterioration: Prevent. Order in suitable quantities to a programme and use in appropriate sequence.

8.4 Quality of Execution

Preliminaries

Generally: Fix, apply, install or lay products securely, accurately, plumb, neatly and in alignment.

Colour batching: Do not use different colour batches where they can be seen together.

Dimensions: Check on-site dimensions.

Finished work: Not defective, e.g. not damaged, disfigured, dirty, faulty, or out of tolerance.

Location and fixing of products: Adjust joints open to view so they are even and regular.

8.5 Compliance

Compliance with proprietary specifications: Retain on site evidence that the proprietary product specified has been supplied.

Compliance with performance specifications: Submit evidence of compliance, including test reports indicating:

- Properties tested.
- Pass/ fail criteria.
- Test methods and procedures.
- Test results.
- Identity of testing agency.
- Test dates and times.
- Identities of witnesses.
- Analysis of results.

8.6 Protection of Products

Prevent over-stressing, distortion and any other type of physical damage.

Keep clean and free from contamination. Prevent staining, chipping, scratching or other disfigurement, particularly of products exposed to view in the finished work.

Keep dry and in a suitably low humidity atmosphere to prevent premature setting, moisture movement and similar defects. Where appropriate store off the ground and allow free air movement around and between stored products.

Prevent excessively high or low temperatures and rapid changes of temperature in the products.

Prevent excessively high or low temperatures and rapid changes of temperature in the produces.

Protect adequately from rain, damp, frost, sun and other elements as appropriate. Ensure that products are at a suitable temperature and moisture content at time of use.

Ensure that sheds and covers are of ample size, in good weatherproof condition and well secured.

Keep different types and grades of products separately and adequately identified.

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So far as possible, keep products in their original wrappings, packaging or containers, until immediately before they are used.

Whenever possible retain protective wrappings after fixing and until shortly before Practical Completion.

Ensure that protective measures are fully compatible with and not prejudicial to the products/materials.

8.7 Proprietary Products

Handle, store, prepare, use or fix each product in accordance with its manufacturer's current printed or written recommendations/instructions. Inform the Project Manager if these conflict with any other specific requirements. Submit copies to the Project Manager when requested.

Ancillary products and accessories to be a type recommended by the main product manufacturer, unless otherwise specified.

The tender will be deemed to be based on the products specified and recommendations on their use as described in the manufacturer's literature current at time of tender.

Obtain confirmation from manufacturers that the products specified and recommendations on their use have not been changed since that time. Where such change has occurred, inform Project Manager and do not place orders for or use the affected products without further instructions.

Whereas British Board of Agreement certified products are used, comply with the limitations, recommendations and requirements of the relevant valid certificates.

8.8 Inspections

Products and executions: Inspection or any other action must not be taken as acceptance unless confirmed in writing referring to:

- Date of inspection.
- Part of the work inspected.
- Respects or characteristics which are accepted.
- Extent and purpose of the acceptance.
- Any associated conditions.

8.9 Related Works

Details: Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:

- Appropriately complete.
- In accordance with the project documents.
- To a suitable standard.
- In a suitable condition to receive the new work.
- Preparatory work: Ensure all necessary preparatory work has been carried out.

8.10 Manufacturer's Recommendation / Instructions

General: Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.

Preliminaries

Changes to recommendations or instructions: Submit details.

Ancillary products and accessories: Use those supplied or recommended by main product manufacturer.

Agreement certified products: Comply with limitations, recommendations and requirements of relevant valid certificates.

8.11 Water for the Works

The existing mains may be used for the works.

Samples / Acceptance**8.12 Samples**

Products or executions: Comply with all other specification requirements and in respect of the stated or implied characteristics to the satisfaction of the Project Manager / Employer.

The Contractor shall provide a samples log that will list all samples provided and shall include provision for the Project Manager / Employer to sign that the samples offered are to the requisite standard.

The Project Manager's / Employer's acceptance of sample does not relieve the Contractor of any of his design, specification or fitness for purpose responsibilities.

Samples are to be provided at least 2 weeks before work commences on site and should provide the Project Manager no less than 1 week to comment the sample. Items must be offered for acceptance in time to allow for an alternative to be sought should the product not be acceptable.

8.13 Acceptance of Products

Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.

Approval: Relates to a sample of the product and not to the product as used in the Works. Do not confirm orders or use the product until approval of the sample has been obtained.

Complying Sample: Retain in good, clean condition on site. Remove when no longer required.

8.14 Acceptance of Execution

Submissions, samples, inspections and tests: Undertake or arrange to suit the Works programme.

Approval: Relates to the stated characteristics of the sample. (If approval of the finished work as a whole is required this is specified separately). Do not conceal, or proceed with affected work until compliance with requirements is confirmed.

Complying Sample: Retain in good, clean condition on site. Remove when no longer required.

8.15 Room Numbering (Not Applicable)**8.16 Responsible Sourcing of Materials (BREEAM Mat3) (Not Applicable)**

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Accuracy / Setting Out Generally**8.17 Accuracy of Instruments**

Accuracy in measurement: Use instruments and methods described in BS 5606

8.18 Setting Out

General: Submit details of methods and equipment to be used in setting out the Works.

Levels and dimensions: Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.

Inform: When complete and before commencing construction.

8.19 Appearance and Fit

Tolerances and dimensions: If likely to be critical to execution or difficult to achieve, as early as possible either:

- Submit proposals; or
- Arrange for inspection of appearance of relevant aspects of partially finished work

General Tolerances (maximum): To BS 5606, table 1 & 2

8.20 Critical Dimensions

Set out and construct the works to ensure compliance with the tolerances stated.

8.21 Record Drawings

Site setting out drawing: Record details of all grid lines, setting-out stations, benchmarks and profiles. Retain on site throughout the contract and hand over on completion.

Services Generally**8.22 Services Regulations**

New or existing services: Comply with the Byelaws or Regulations of the relevant Statutory Authority.

8.23 Water Regulations / Byelaws Notification

Requirements: Notify Water Undertaker of any work carried out to (or which affects) new or existing services and submit any required plans, diagrams and details.

Consent: Allow adequate time to receive Undertaker's consent before starting work. Inform immediately if consent is withheld or is granted subject to significant conditions.

8.24 Water Regulations / Byelaws Contractor's Certificate

On completion of the work: Submit (copy where also required to the Water Undertaker) a certificate including:

- Address of the premises
- A brief description of the new installation and/ or work carried out to an existing installation.
- The Contractor's name and address.
- A statement that the installation complies with the relevant Water Regulations or Byelaws.
- The name and signature of the individual responsible for checking compliance.

West Ham Bus Garage**Employers Works Information****Preliminaries**

- The date on which the installation was checked.

8.25 Electrical Installation Certificate

Submit: when relevant electrical work is completed

Original Certificate: To be lodged in the Building Manual

8.26 Gas, Oil and Solid Fuel Appliance Installation Certificate

Before the completion date stated in the contract: Submit a certificate stating:

- The address of the premises.
- A brief description of the new installation and/ or work carried out to an existing installation.
- Any special recommendations or instructions for the safe use and operation of appliances and flues.
- The Contractor's name and address.
- A statement that the installation complies with the appropriate safety, installation and use regulations.
- The name, qualification and signature of the competent person responsible for checking compliance.
- The date on which the installation was checked.

Certificate location: To be lodged in the Building Manual

8.27 Service Runs

General: Provide adequate space and support for services, including unobstructed routes and fixings.

Ducts, chases and holes: Form during construction rather than cut.

Coordination with other works: Submit details of locations, types/ methods of fixing of services to fabric and identification of runs and fittings.

8.28 Mechanical and Electrical Services

Final tests and commissioning: Carry out so that services are in full working order at completion of the Works.

Building Regulations notice: Copy to be lodged in the Building Manual.

Supervision / Inspection / Defective Works**8.29 Supervision**

General: In addition to the constant management and supervision of the Works provided by the Contractor's person in charge, all significant types of work must be under the close control of competent trade supervisors to ensure maintenance of satisfactory quality and progress.

Evidence: Submit, including details of the person proposed, their relevant skills training and knowledge; practical experience; qualifications; membership or registration with professional bodies; employment history, work related assessments and management structure.

Replacement: Give maximum possible notice before changing person in charge or site agent.

8.30 Coordination of Engineering Services

Preliminaries

Suitability: Site organisation staff must include one or more persons with appropriate knowledge and experience of mechanical and electrical engineering services to ensure compatibility between engineering and the Works generally.

Evidence: Submit when requested CVs or other documentary evidence relating to the staff concerned.

8.31 Access

Extent: Provide at all reasonable times access to the Works and to other places of the Contractor or subcontractors where work is being prepared for the Contract.

8.32 Overtime Working

Notice: Prior to overtime being worked, submit details of times, types and locations of work to be done.

- Minimum period of notice: 2 working days

Concealed work: If executed during overtime for which notice has not been given, it may be required to be opened up for inspection and reinstated at the Contractor's expense.

8.33 Defects in Existing Works

Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until response has been received.

Documented remedial work: Do not execute work which may:

- Hinder access to defective products or work; or
- Be rendered abortive by remedial work.

8.34 Access for Inspection

Removal: Before removing scaffolding or other facilities for access, give notice of not less than 5 working days.

8.35 Testing and Inspections

Timing: Agree and record dates and times of tests and inspections to enable all affected parties to be represented.

Confirmation: One working day prior to each such test or inspection. If sample or test is not ready, agree a new date and time.

Records: Submit a copy of test certificates and retain copies on site.

8.36 Test certificates

Submit a copy of each certificate to Project manager as soon as practicable and keep copies of all certificates on site.

8.37 Testing and Commissioning

The programme shall identify the Contractor's time frame for testing and commissioning. This must be in a format acceptable to the Project Manager. The Employer or his duly appointed Representative reserve will witness such tests.

Preliminaries

Testing and commissioning shall be carried out in accordance with Building regulations, BSRIA and CIBSE guidance. As part of this the Contractor shall nominate and appoint a commissioning manager to review and provide input the commissioning procedures during design stages and monitor the commissioning procedures. The Contractor shall include all such costs in within his tender. The contractor shall provide details of the commissioning engineer credentials prior to appointment for review/acceptance by the Project Manager.

The Contractor shall include for all necessary testing of equipment required to be carried out on site by the manufacturer/supplier of specific equipment. The Contractor shall give the Employer ten working days written notice of his intention to carry out tests.

The Contractor shall provide the employer with three certified copies of test results/certificates obtained upon satisfactory completion of the tests.

8.38 Air Permeability

Testing organisation: UKAS accredited and registered with the Air Tightness Testing and Measurement Association (ATTMA) or the Independent Air Tightness Testing Scheme (iATS).
Pressure test in accordance with BS EN ISO 9972

8.39 Continuity of Thermal Insulation

Record and report: Confirm that work to new, renovated or upgraded thermal elements has been carried out to conform to specification. Include:

- The address of the premises.
- The Contractor's name and address.
- The name, qualification and signature of the competent person responsible for checking compliance.
- The date on which the installation was checked.

Submit: Before completion of the works

Copy: To be lodged in the Building Manual

8.40 Sound Insulation (not applicable)**8.41 Proposal for Rectification of Defective Products / Executions**

Proposals: Immediately any execution or product is known, or appears, to be not in accordance with the Contract, submit proposals for opening up, inspection, testing, making good, adjustment of the Contract Sum, or removal and re-execution.

Acceptability: Such proposals may be unacceptable and contrary instructions may be issued.

8.42 Measures to Establish Acceptability

General: Wherever inspection or testing shows that the work, materials or goods are not in accordance with the contract and measures (e.g. testing, opening up, experimental making good) are taken to help in establishing whether or not the work is acceptable, such measures:

- Will be at the expense of the Contractor.
- Will not be considered as grounds for revision of the completion date.

8.43 Quality Control

Preliminaries

Procedures: Establish and maintain to ensure that the Works, including the work of subcontractors, comply with specified requirements.

Records: Maintain full records, keep copies on site for inspection, and submit copies on request.

Content of records:

- Identification of the element, item, batch or lot including location in the Works.
- Nature and dates of inspections, tests and approvals.
- Nature and extent of nonconforming work found.
- Details of corrective action.

Work at or after Completion

8.44 Work Before Completion

General: Make good all damage consequent upon the Works.

Temporary markings, coverings and protective wrappings: Remove unless otherwise instructed.

Cleaning: Clean the Works thoroughly inside and out, including all accessible ducts and voids. Remove all splashes, deposits, efflorescence, rubbish and surplus materials.

Cleaning materials and methods: As recommended by manufacturers of products being cleaned, and must not damage or disfigure other materials or construction.

COSHH dated data sheets: Obtain for all materials used for cleaning and ensure they are used only as recommended by their manufacturers.

Minor faults: Touch up in newly painted work, carefully matching colour and brushing out edges. Repaint badly marked areas back to suitable breaks or junctions.

Moving parts of new work: Adjust, ease and lubricate as necessary to ensure easy and efficient operation, including doors, windows, drawers, ironmongery, appliances, valves and controls.

The Contractor shall carry out a builders clean and a sparkle clean and shall leave the facility ready for immediate occupation.

8.45 Making Good Defects

Remedial work: Arrange access with the Project Manager/Supervisor

Rectification: Give reasonable notice for access to the various parts of the Works.

Completion: Notify when remedial works have been completed.

8.46 Notifying and Correcting Defects

Make arrangements with the Client and attend inspection with Project Manager at the end of the period after the Contract Date.

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Give reasonable notice of the precise dates for access to the various parts of the Works where required for the purpose of correcting of Defects. Contractor shall allow for access to properties out of normal working hours. All works shall be completed within 4 weeks of issuing defects list.

Any defects, shrinkages or other faults in relation to the Section which shall appear within the period after the Contract Date and which are due to the failure of the Contractor to comply with his obligations under this Contract and/or are due to any defect in the design of contractors design works of and/or deficiencies in workmanship or materials used in the execution of the Section or to frost occurring before the Schedule of defects which he shall deliver to the Contractor as an instruction of the Employer not less than 24 hours for emergency, 7 days for serious and 4 weeks for routine the contractor shall make good such works identified.

The Contractor shall address and attend to any defects identified to them during the period after the Contract Date. These items shall be identified to the contractor on a Notification of Defects Form will be classified according to the priority rating stipulated below and the Contractor shall attend to the items with the time limit specified:

- a. Emergency defects to be made good within 24 hours of receipt of notification. The Employer will endeavour to contact the Contractor in the first instance; should this attempt fail, the Employer reserves the right to immediately correct the defects without notification, and to deduct any costs incurred from any sums due or become due to the Contractor, provided such defects are caused by faulty materials and/or workmanship.
- b. Non Urgent (Serious) defect to be made good within 7 days of receipt of notification.
- c. Non Urgent (Routine) defects to be made good within 4 weeks.

For defects within classifications (b) and (c), notification may be by telephone, subsequently confirmed in writing. A note of time, date and person accepting the message will be taken and time of the telephone message.

Should the remedial works not be carried out in accordance with the above requirements, the works may be undertaken by others (as appointed directly by the Employer) and the cost deducted from any monies outstanding to the Contractor or recovered as a debt. .

Variations from the stipulated timescales will be granted at the Employer's written discretion and will not be unreasonable withheld.

9. Security / Safety / Protection**Security, Health and Safety****9.1 Preconstruction Information**

Refer to the Preconstruction information for all additional matters required to be addressed under this section including construction hazards arising from the design of the project. Commonplace hazards which should be controlled by good management and good site practices are not listed. All costs in connection with all matters identified within the Preconstruction Information should be included either within the pricing of the Preliminaries, or, the relevant works to which they relate.

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9.2 Health and Safety Policy

A copy of the Health and Safety Policy is included in of the works information. The contractor shall familiarize themselves with this policy and develop their Construction Health and Safety Plan to consider and meet/exceed these requirements.

Should any activities on site be identified which do not confirm with the Policy, the Contractor should address such deficiencies forthwith.

9.3 Execution Hazards

Common hazards: Not listed. Control by good management and site practice.

Significant hazards: The design of the project includes the following:

- Hazard: Refer to Pre-Construction Information.
- Material: Refer to Pre-Construction Information.
- Specification reference: Refer to Pre-Construction Information.

9.4 Construction Phase Health and Safety Plan

All contractors carrying out works or services within Group Facilities Premises shall comply fully with all relevant Acts of Parliament and associated regulations and guidance. Particular attention is drawn to the Health & Safety at Work Act 1974, the Fire Precautions Act 1971 and the Environmental Protection Act 1990.

In addition to legislative requirements, contractors are required to use their professional judgement to ensure that their activities not only comply with the law but also meet best practice and industrial standards in their areas of concern. The contract manager will provide copies of the TfL Health & Safety Policy and other associated Group Facilities Procedures. The contractor will ensure his staff are fully conversant with and comply with all relevant procedures.

9.5 Accidents, Incidents & Dangerous Occurrences

The Project Manager or a designated representative must be notified of all accidents, incidents or dangerous occurrences as soon as possible after the event.

9.6 Security

The Contractor shall allow for all security measures necessary to protect the site from unauthorised access, trespass and theft.

The Contractors' workforce, including sub-contractors employed on site, will comply fully with the security requirements of the building in which they are working. They must also ensure that they adhere to the signing in/out procedure on site. Prior to entry at the start of each work shift, temporary visitor passes will be issued individually and must be displayed at all times whilst on site. The use of the pass is restricted to the individual to whom it is issued.

9.7 Stability

Responsibility: Maintain the stability and structural integrity of the works and adjacent structures during the contract.

Design loads: Obtain details, support as necessary and prevent overloading.

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9.8 Occupied Premises

An employer issued entry permit will be required prior to commencement of work. The entry permit must be requested in advance by the person organising the works or services.

This permit serves as an entry permit and enables the Project Manager to co-ordinate and monitor activities within the building.

An 'Entry permit' will not be issued unless the request for the works or services has been authorised by the Building Manager for the building or a designated representative.

The contractor must comply with the conditions imposed by the permit.

Unless otherwise agreed, permits will be issued on each day that works are to be conducted.

Any TfL supervisor or manager can refuse entry or access to TfL premises to any contractor's employee suspected of being under the influence of, or unfit for duty because of alcohol or drugs.

TfL's drug and alcohol policy applies to all persons working in the TfL Head Office portfolio. If contractors' employees are already working on site, the TfL supervisor or manager will ask the offending individual to leave the premises and will liaise with the relevant Project or Contracts Manager.

It should also be noted that any breach of these rules, will result in the individual concerned being asked to leave the building and disciplinary action being taken against the company concerned.

9.9 Occupier's Rules and Regulations

Compliance: Conform to the occupier's rules and regulations affecting the site.

9.10 Mobile Telephones and Portable Electronic Equipment

Restrictions on use: None

9.11 Employer's Representatives site Visit

Safety: Submit details in advance of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.

Protective clothing and/ or equipment: Provide and maintain on site for visitors to the-site.

9.12 Working Precautions / Restriction

Comply with Construction Phase H&S plan and HSE Regulations

Protect Against the Following**9.13 Explosives**

Use: Not permitted.

9.14 Noise Control

The Contractor shall take all necessary precautions to prevent any disturbance, inconvenience, or nuisance to the occupiers and the users of building, the campus in general and the wider public and shall allow for carrying out noisy or otherwise offensive operations at such times and in such manner as necessary to minimise any such impact. The contractor

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shall select an operative which shall be responsible for monitoring noise minimising its impact.

The Contractor shall ensure that all measures to control the emission of noise and dust produced by his operations are minimised and complied with by virtue of any enactment or regulation.

Standard: Comply with the recommendations of BS 5228 table E1, in particular clause 7.3 and good practice as defined in BS 8233, to minimize noise levels during the execution of the Works.

- Noise levels from the Works: Comply with any planning conditions or direction from the Employer and Local Authority.

Equipment: Fit compressors, percussion tools and vehicles with effective silencers of a type recommended by manufacturers of the compressors, tools or vehicles.

Restrictions: Do not use:

- Pneumatic drills and other noisy appliances without consent during the hours of 5pm – 8am
- Radios or other audio equipment or permit employees to use in ways or at times that may cause nuisance.

The Contractor shall specifically the nature of the site and shall programme noisy activities to avoid and minimise noise/disruption at all times.

9.15 Pollution

Prevention: Protect the site, the Works and the general environment including the atmosphere, lands, streams and waterways against pollution.

Contamination: If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.

9.16 Pesticides

Use: Not permitted

9.17 Nuisance

Duty: Prevent nuisance from smoke, dust, rubbish, vermin and other causes.

Surface water: Prevent hazardous build-up on site, in excavations and to surrounding areas and roads

9.18 Asbestos Containing Materials

Duty: Report immediately any suspected materials discovered during execution of the Works.

- Do not disturb.
- Agree methods for safe removal or encapsulation.

The Contractor shall note Asbestos was present in the Crime Scene House prior to demolition and all known asbestos was removed prior to demolition.

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9.19 Dangerous or Hazardous Substance

Duty: Report immediately suspected materials discovered during execution of the Works.

- Do not disturb.
- Agree methods for safe removal or remediation.

9.20 Antiquities

Duty: Report immediately any fossils, antiquities and other objects of interest or value discovered during execution of the works.

Preservation: Keep objects in the exact position and condition in which they were found.

9.21 Fire Prevention

Duty: Prevent personal injury or death, and damage to the Works or other property from fire.

Standard: Comply with Joint Code of Practice 'Fire Prevention on Construction Sites', published by the Construction Confederation and The Fire Protection Association (The 'Joint Fire Code').

9.22 Fire Precautions

The Contractor and all staff must be aware of the TfL Fire Regulations/procedures, and the method of raising and responding to the fire alarm system. The Contractor must display the fire regulations in the site accommodation, also the fire assembly point for the area of working.

The contractor's site representative shall at all time keep a record of site staff. They shall take the record with them to the assembly point in event of alarm activation.

The Contractor must liaise with the TfL Fire Prevention/Safety Officer prior to the commencement of works to discuss the involvement of Fire Alarms, Detectors or associated equipment, to negate the possibility of false alarms by isolation of the equipment of deemed necessary. The Contractor must not disconnect/make immobile any part of the fire alarm system without written agreement/approval from the Employer's Authorised Representatives.

The Contractor will be responsible for supplying portable fire fighting equipment within their site area. The contractor should familiarise himself and his operatives with the operation and procedure of the fire alarm system.

All new fire alarms installations shall be fully compatible with the existing installation.

9.23 Safety

Where appropriate, the Contractors' Safety Officer will conduct periodic inspections to ensure that risks are being correctly managed and standards maintained. Any breaches or concerns that the Contractors' Safety Officer may observe will be raised immediately with the appropriate Building Manager along with any information on:

- Corrective action taken in instances where the Contractor is responsible for the unsafe act or situation.
- Corrective action the contractor feels should be taken to ensure a safe working environment where the Contractor is not responsible for the unsafe act or situation.

9.24 Smoking On Site

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Smoking on site: Not permitted.

9.25 Burning On Site

Burning on site: Not permitted.

9.26 Moisture

Wetness or dampness: Prevent, where this may cause damage to the Works.

Drying out: Control humidity and the application of heat to prevent:

- Blistering and failure of adhesion.
- Damage due to trapped moisture.
- Excessive movement.

9.27 Infected Timber / Contaminated Materials

Removal: Where instructed to remove material affected by fungal/ insect attack from the building, minimize the risk of infecting other parts of the building.

Testing: carry out and keep records of appropriate tests to demonstrate that hazards presented by concentrations of airborne particles, toxins and other micro-organisms are within acceptable levels.

9.28 Waste

Includes: Rubbish, debris, spoil, containers and surplus material.

Minimize: Keep the site and Works clean and tidy.

Remove: Frequently dispose off site in a safe and competent manner:

- Non-hazardous material: In a manner approved by the Waste Regulation Authority.
- Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.

Voids and cavities in the construction: Remove rubbish, dirt and residues before closing in.

Waste transfer documentation: Retain on site.

Prior to completion ensure that all unrequired materials, debris and rubbish are removed from the site.

9.29 Electromagnetic Interference

Duty: Prevent excessive electromagnetic disturbance to apparatus outside the site.

9.30 Laser Equipment

Construction laser equipment: Install, use and store in accordance with BS EN 60825-1 and the manufacturer's instructions.

Class 1 or Class 2 laser equipment: Ensure laser beam is not set at eye level and is terminated at the end of its useful path.

Class 3A and Class 3B laser equipment: Do not use without acceptance and subject to submission of a method statement on its safe use.

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9.31 Powder Actuated Fixing System

Use: Not permitted.

9.32 Emergencies

The Contractor will ensure that all persons under their control are fully acquainted with the location of existing fire fighting equipment, call points, emergency exits and assembly areas for the location in which they are working.

9.33 First Aid

Unless otherwise agreed with the Building Manager, the contractor is expected to ensure suitable and sufficient first aid provision for the duration of the contract.

9.34 Housekeeping

Upon completion of each working shift the site will be left in a tidy condition and all tools, materials and rubbish stored in agreed locations. Upon completion of all works the area will be left in a clean condition and ready for occupation. Where works are conducted out of hours the areas of work must be cleaned with all furniture and equipment re-instated and ready for occupation by 07.30 hours (unless otherwise agreed) the following working day.

Protect the Following**9.35 Existing Services**

Confirmation: Notify all service authorities, statutory undertakers and/ or adjacent owners of proposed works not less than one week before commencing site operations.

Identification: Before starting work, check and mark positions of utilities/ services. Where positions are not shown on drawings obtain relevant details from service authorities, statutory undertakers or other owners.

Work adjacent to services:

- Comply with service authority's/ statutory undertaker's recommendations.
- Adequately protect, and prevent damage to services: Do not interfere with their operation without consent of service authorities/ statutory undertakers or other owners.

Identifying services:

- Below ground: Use signboards, giving type and depth;
- Overhead: Use headroom markers.

Damage to services:

- Immediately give notice and notify appropriate service authority/ statutory undertaker.
- Make arrangements for the work to be made good without delay to the satisfaction of service authority/ statutory undertaker or other owner as appropriate.
- Any measures taken to deal with an emergency will not affect the extent of the Contractor's liability.

Marker tapes or protective covers: Replace, if disturbed during site operations, to service authority's/ statutory undertakers recommendations.

9.36 Roads and Footpaths

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Duty: Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.

Damage caused by site traffic or otherwise consequent upon the Works: Make good to the satisfaction of the Employer, Local Authority or other owner.

9.37 Existing Topsoil / Subsoil (not applicable)9.38 Retained Trees / Shrubs / Grassed Areas (not applicable)9.39 Existing Features

Protection: Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.

9.40 Existing Works

Protection: Prevent damage to existing work, structures or other property during the course of the work.

Removal: Minimum amount necessary.

Replacement work: To match existing.

9.41 Building Interiors

Protection: Prevent damage from exposure to the environment, including weather, flora, fauna, and other causes of material degradation during the course of the work.

9.42 Existing Furniture, Fitting and Equipment

Protection: Prevent damage or move as necessary to enable the Works to be executed. Reinstate in original positions.

9.43 Especially Valuable / Vulnerable Items

Protection: Ensure provision and maintenance of special protective measures to prevent damage to the following:

- Existing live services, drainage, adjacent structure and facades.
- End user equipment install during the contract works
- Information services and AV equipment installed during the contract works

Method statement: Submit within one week of request describing special protection to be provided.

9.44 Adjoining Property

Permission: Obtain as necessary from other owners if requiring to erect scaffolding on or otherwise use adjoining property.

9.45 Adjoining Property Restrictions

Precautions:

- Obtain as necessary from other owners if requiring to erect scaffolding on or otherwise use adjoining property.
- Pay all charges
- Remove and make good on completion or when directed.

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Damage: Bear cost of repairing damage arising from execution of the Works.

9.46 Existing Structures

Duty: Check proposed methods of work for effects on adjacent structures inside and outside the site boundary.

Supports: During execution of the Works:

- Provide and maintain all incidental shoring, strutting, needling and other supports as may be necessary to preserve stability of existing structures on the site or adjoining that may be endangered or affected by the Works.
- Do not remove until new work is strong enough to support existing structure.
- Prevent overstressing of completed work when removing supports.

Adjacent structures: Monitor and immediately report excessive movement.

Standard: Comply with BS 5975 and BS EN 12812.

9.47 Materials for Recycling / Reuse

Duty: Sort and prevent damage to stated products or materials, clean off bedding and jointing materials and other contaminants

Storage: Stack neatly and protect until required by the Employer or for use in the Works as instructed.

10. Specific Limitations on Method / Sequence / Timing**10.1 Scope**

General: The limitations described in this section are supplementary to limitations described or implicit in information given in other sections or on the drawings.

10.2 Design Constraints

Details: Refer to Employer's Works Information

10.3 Method / Sequence of Works

Specific limitations: n/a

10.4 Scaffolding

Scaffolding: Make available to subcontractors and others at all times. All external scaffolding shall contain debris netting. The contractor shall obtain any necessary approvals to erect any scaffolding.

The Contractor shall allow for all necessary temporary works design.

10.5 Use or Disposal of Materials

Any material of value found on site shall become the property of the Employer. Upon discovery of such items of value, the Contractor shall immediately inform the Project Manager who will issue instructions as to their disposal.

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10.6 Working Hours and Restrictions

General works for fit out are to be between 8.00am and 6.00pm Monday to Friday except bank holidays. The contractor may request consent from the Project Manager to allow for specific deliveries prior to 8am. Such consent shall be at the Project Manager's sole discretion and shall be considered on the basis of need/potential impact on local residents etc.

Weekend working period by prior written arrangement of the Project Manager.

The Contractor shall fully adopt good housekeeping measures in accordance with BS 5228.

The contractor shall comply with all requirements in respect of the planning approval.

10.7 Completion in Section or in Parts

General: Where the Employer is to take possession of any section or part of the Works and such section or part will, after its possession, depend for its adequate functioning on work located elsewhere on the site: Complete such other work in time to permit such possession to take place.

Remainder of the Works: During execution, ensure that completed sections or parts of the Works have continuous and adequate provision of services, fire precautions, means of escape and safe access.

10.8 Delivery and Unloading

The Contractor is to ensure that the existing public roads and pavements are unaffected by the works. Deliveries to the site must not affect public roads or access to the building. The Contractor is to confirm a draft proposal for managing deliveries/unloading within his tender submission. Final strategy for managing deliveries/unloading is to be agreed with the Project Manager, the Project Manager and the appropriate authorities within 2 weeks of contract award. The Contractor is to allow within his tender for any/all costs associated with implementing delivery/unloading procedures as required by the Project Manager/appropriate authorities (Including, banksman, early morning/evening deliveries, temporary works, management, overtime etc)

10.9 Contractors Use of the Existing Building

The Contractor shall not be permitted to use any parts of existing buildings for mess rooms, storage of materials, offices or other accommodation for work people employed on the site.

11. Facilities / Temporary Works / Services**Generally****11.1 Spoil Heaps, Temporary Works and Services**

Location: Give details of intended siting.

Maintenance: Alter, adapt and move as necessary. Remove when no longer required and make good.

11.2 Maintain (Not Applicable)

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11.3 Deliveries (Not Applicable)**Accommodation**11.4 Room for Meetings

Facilities: Provide suitable temporary accommodation for site meetings, adequately heated and lit. The room may be part of the Contractor's own site offices including table and chairs.

11.5 Site Office

Contractor to utilise existing space within workshop, office areas and covered yard area. Provision for further accommodation to be agreed with Employer & Project Manager.

11.6 Sanitary Accommodation

Maintain in clean condition and provide all consumables.

Contractor to utilise existing space within workshop, office areas and covered yard area. Provision for further accommodation to be agreed with Employer & Project Manager.

11.7 Messing Facility

Contractor to utilise existing space within workshop, office areas and covered yard area. Provision for further accommodation to be agreed with Employer & Project Manager.

11.8 Storage

Contractor to utilise existing space within workshop, office areas and covered yard area. Provision for further accommodation to be agreed with Employer & Project Manager.

11.9 Car Parking

The contractor may use the open yard area to the south of the bus garage (east section) for parking.

11.10 Welfare Facilities

The Contractor shall agree with the Project Manager, the location and conditions of use of any in-house welfare facilities they may use prior to works commencing.

Temporary Works11.11 Temporary Hoarding / Fencing

The extent of fencing to be agreed with the Employer or the Project Manager.

11.12 Name Boards

The provision for name boards to be agreed with the Employer or the Project Manager.

Services and Facilities11.13 Lighting

Provide temporary lighting, the intensity and direction of which closely resembles that delivered by the permanent installation.

11.14 Lighting and Power

Preliminaries

Electricity from the existing mains may be used for the Works.

11.15 Water

The existing mains may be used for the Works

11.16 Mobile Telephone

Use: Permitted

11.17 Telephone

Contractors must not use auto phones for personal calls or computers other than those agreed for use by the Building Manager.

Regular checks are conducted on out of hours usage.

11.18 E-mail and Internal Facility

General: As soon as practicable after the start on site provide a suitable e-mail facility on site, with a separate dedicated telephone line, for the use of the Contractor, Subcontractors and other members of the project team.

11.19 Meter Reading

Charges for service supplies: Where to be apportioned ensure that:

Meter readings are taken by relevant authority at possession and/ or completion as appropriate.

- Copies of readings are supplied to interested parties.
- Allow for all consumption

11.20 Surveying Equipment (Not Applicable)**11.21** Personal Protective Equipment

General: Provide for the sole use of those acting on behalf of the Employer, in sizes to be specified:

- Safety helmets to BS EN 397, neither damaged nor time expired. Number required: 5
- High visibility waistcoats to BS EN 471 Class 2. Number required: 5
- Safety boots with steel insole and toecap to BS EN ISO 20345. Pairs required: 5 of varying sizes
- Disposable respirators to BS EN 149.FFP1S.
- Eye protection to BS EN 166.
- Ear protection - muffs to BS EN 352-1, plugs to BS EN 352-2
- Hand protection - to BS EN 388, 407, 420 or 511 as appropriate. Pairs required - 5

12. Operation / Maintenance of the Finished Works**12.1** The building manual

Purpose: The manual is to be a comprehensive information source and guide for owners and users of the completed works. It should provide an overview of the main design principles and describe key components and systems to enable proper understanding, efficient and safe operation and maintenance.

Preliminaries

Scope

- Part 1: General: content as clause 12.3.
- Part 2: Fabric: content as clause 12.4.
- Part 3: Services: content as clause 12.5.
- Part 4: The Health and Safety File: content as clause 12.6.
- Part 5: Building User Guide: content as clause 12.7.

Responsibility: The building manual is to be produced by Morgan Sindall and must be complete no later than the Completion Date

Information provided by others: Details:

Compilation

- Prepare all information for contractor designed or performance specified work including as-built drawings.
- Obtain or prepare all other information to be included in the manual.

Reviewing the manual: Submit a complete draft. Amend in the light of any comments and resubmit. Do not proceed with production of the final copies until authorized.

Final copies of the manual

- Number of copies: 1 hard copy to be lodged on site
- Format: Electronic and hardcopy
- Latest date for draft submission: 2 weeks before the date for completion stated in the contract.

As-built drawings and schedules

- Number of copies: 1 hard copy to be lodged on site
- Format: Electronic and hardcopy

12.2 The Health and Safety File

Responsibility: Principal Designer

Content: Obtain and provide the following information: See clause 12.6

Format: Electronic

Delivery to: **By (date):** TfL to provide

12.3 Content of the building manual part 1: General

Content: Obtain and Provide the following, including all relevant details not included in other parts of the manual:

Index: list the constituent parts of the manual, together with their location in the document.

The Works

- Description of the buildings and facilities.

Preliminaries

- Ownership and tenancy, where relevant
- Health and Safety information – other than that specifically required by the Construction (Design and Management) Regulations.

The Contract

- Names and addresses and contact details of all significant consultants, contractors, subcontractors, suppliers and manufacturers.
- Overall design criteria.
- Environmental performance requirements
- Relevant authorities, consents and approvals.
- Third party certification, such as those made by “competent” persons in accordance with the Building Regulations

•

Operational requirements and constraints of a general nature

- Maintenance contracts and contractors.
- Fire safety strategy for the buildings and the site. Include drawings showing emergency escape and fire appliance routes, fire resisting doors location of emergency alarm and fire fighting systems, services, shut off valves switches, etc.
- Emergency procedures and contact details in case of emergency.
- Other specific requirements:

Description and location of other key documents.

Timescale for completion:

12.4 Content of the building manual part 2: Building fabric

Content: Obtain and Provide the following, including all relevant details not included in other parts of the manual:

Detailed design criteria, including

- Floor and roof loadings.
- Durability of individual components and elements.
- Loading restrictions.
- Insulation values.
- Fire ratings.
- Other relevant performance requirements.

Construction of the building

- A detailed description of methods and materials used.
- As-built drawings recording the construction, together with an index.
- Information and guidance concerning repair, renovation or demolition/ deconstruction.

Periodic building maintenance guide chart.

Inspection reports.

Manufacturer's instructions index, including relevant COSHH data sheets and recommendations for cleaning, repair and maintenance of components.

Preliminaries

Fixtures, fittings and components schedule and index.

Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors.

Test certificates and reports required in the specification or in accordance with legislation, including:

- Air permeability.
- Resistance to passage of sound.
- Continuity of insulation.
- Electricity and Gas safety.

Other specific requirements:

Timescale for completion:

12.5 Content of the building manual part 3: Building services

Content: Obtain and Provide the following, including all relevant details not included in other parts of the manual:

Detailed design criteria and description of the systems, including

- Services capacity, loadings and restrictions
- Services instructions.
- Services log sheets.
- Manufacturers' instruction manuals and leaflets index.
- Fixtures, fittings and component schedule index.

Detailed description of methods and materials used.

As-built drawings for each system recording the construction, together with an index, including:

- Diagrammatic drawings indicating principal items of plant, equipment and fittings.
- Record drawings showing overall installation.
- Schedules of plant, equipment, valves, etc. describing location, design performance and unique identification cross referenced to the record drawings.
- Identification of services – a legend for colour coded services.

Product details, including for each item of plant and equipment:

- Name, address and contact details of the manufacturer.
- Catalogue number or reference
- Manufacturer's technical literature, including detailed operating and maintenance instructions.
- Information and guidance concerning dismantling, repair, renovation or decommissioning.

Operation: A description of the operation of each system, including:

- Starting up, operation and shutting down.
- Control sequences.
- Procedures for seasonal changeover.

Preliminaries

- Procedures for diagnostics, troubleshooting and fault finding.

Guarantees, warranties and maintenance agreements – obtain from manufacturers, suppliers and subcontractors.

Commissioning records and test certificates list for each item of plant, equipment, valves, etc. used in the installations – including:

- Electrical circuit tests.
- Corrosion tests.
- Type tests.
- Work tests.
- Start and commissioning tests.

Equipment settings: Schedules of fixed and variable equipment settings established during commissioning.

Preventative maintenance: Recommendations for frequency and procedures to be adopted to ensure efficient operation of the systems

Lubrication: Schedules of all lubricated items

Consumables: A list of all consumable items and their source.

Spares: A list of recommended spares to be kept in stock, being those items subject to wear and tear or deterioration and which may involve an extended delivery time when replacements are required.

Emergency procedures for all systems, significant items of plant and equipment.

Annual maintenance summary chart.

Other specific requirements:

Timescale for completion:

12.6 Content of the building manual part 4: the Health and Safety File

Content: obtain and provide the following, including all relevant details not included in other parts of the manual, including:

- residual hazards and how they have been dealt with.
- hazardous materials used.
- information regarding the removal or dismantling of installed plant and equipment.
- health and safety information about equipment provided for cleaning or maintaining the structure.
- the nature, location and markings of significant services.
- information and as-built drawings of the structure, its plant and equipment.

Timescale for completion: Completion of the works

Submit to: Project Manager and Employer

12.7 Content of the building manual part 5: the building user guide

Content: Obtain and provide the following:

- Building services information.
- Emergency information.
- Energy & environmental strategy.
- Water use.
- Transport facilities.
- Materials & waste policy.
- Re-fit/ re-arrangement considerations.
- Reporting provision.
- Training.
- Links & references.

Other specific requirements:

Timescale for completion:

12.8 Presentation of building manual

Format: A4 size, plastics covered, loose leaf, four ring binders with hard covers, each indexed, divided and appropriately cover titled.

Selected drawings needed to illustrate or locate items mentioned in the Manual: Where larger than A4, to be folded and accommodated in the binders so that they may be unfolded without being detached from the rings.

As-built drawings: The main sets may form annexes to the Manual.

12.9 Maintenance service

Scope: Provide a comprehensive maintenance service for the following items of plant and equipment. Include all planned preventative maintenance, as set out within the maintenance schedule, and replacement of all consumable items.

Commencement: Completion of the Works

Duration: 12 months

12.10 Information for commissioning of services

General: Submit relevant drawings and preliminary performance data to enable the building user's staff to familiarise themselves with the installation.

Time of submission: At commencement of commissioning.

12.11 Training

Objective: Before Completion, explain and demonstrate to designated maintenance staff the purpose, function and operation of the installations including items and procedures listed in the Building Manual.

Time allowance: Include a minimum of 3 days.

Preliminaries

12.12 Spare parts

General: Before Completion submit a priced schedule of spare parts that the Contractor recommends should be obtained and kept in stock for maintenance of the services installations.

Content: Include in the priced schedule for:

- Manufacturers' current prices, including packaging and delivery to site.
- Checking receipts, marking and numbering in accordance with the schedule of spare parts.
- Referencing to the plant and equipment list in Part 3 of the Building Manual.
- Painting, greasing, etc. and packing to prevent deterioration during storage.

Latest date for submission: At completion

12.13 Tools

General: Provide tools and portable indicating instruments for the operation and maintenance of all services plant and equipment (except any installed under Named Subcontracts) together with suitable means of identifying, storing and securing.

Quantity: Two complete sets.

Time of submission: At completion.

13. Contractor's General Cost Items: Site Accommodation

13.1 Site Accommodation (Insert below further cost items as maybe required)

14. Contractor's General Cost Items: Services and Facilities

14.1 Power

14.2 Lighting

14.3 Fuels

14.4 Water

14.5 Telephone and Administration

14.6 Safety, Health and Welfare

**West Ham Bus Garage****Employers Works Information****Preliminaries**

- 14.7 Storage of Materials
 - 14.8 Rubbish Disposal
 - 14.9 Cleaning
 - 14.10 Drying Out
 - 14.11 Projection of Works
 - 14.12 Security
 - 14.13 Maintain Public and Private Road
 - 14.14 Small Plant and Tools
 - 14.15 Other (Insert below further cost items as maybe required)
-

15. Contractor's General Cost Items: Mechanical Plan

- 15.1 Cranes
 - 15.2 Hoists
 - 15.3 Personnel Transport
 - 15.4 Transport
 - 15.5 Earthmoving Plant
 - 15.6 Concrete Plant
 - 15.7 Paving and Surfacing Plant
 - 15.8 Additional Mechanical Plant (Insert below further cost items as maybe required)
-

16. Contractor's General Cost Items: Temporary Works



West Ham Bus Garage



Employers Works Information

Preliminaries

- 16.1 Temporary Works
- 16.2 Temporary Road
- 16.3 Temporary Walkway
- 16.4 Access Scaffolding
- 16.5 Support Scaffolding and Propping
- 16.6 Hoarding, Fans, Fencing, etc.
- 16.7 Hardstanding
- 16.8 Traffic Regulations
- 16.9 Additional Temporary Works (Insert below further cost items as maybe required)



West Ham Bus Garage (WHBG) RIBA Stage 3 Report

Document Control



| | | | | |
|-------------------------|--|--|----------------|--------|
| Project name | West Ham Bus Garage (WHBG) | | Project number | 141885 |
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| | | | | |
| Document author | Mike Richardson (IBI GROUP) | | | |
| Signature | [signed on original] | | | |
| Contributors | Gleeds Cost Management Ltd (SO) and Building Surveying Ltd (SO) | | | |
| Approved by | | | | |
| Signature | [signed on original] | | | |
| Security classification | Unclassified | | | |

Report Prepared by Arcadis IBI Group

 **ARCADIS** | **IBI GROUP**

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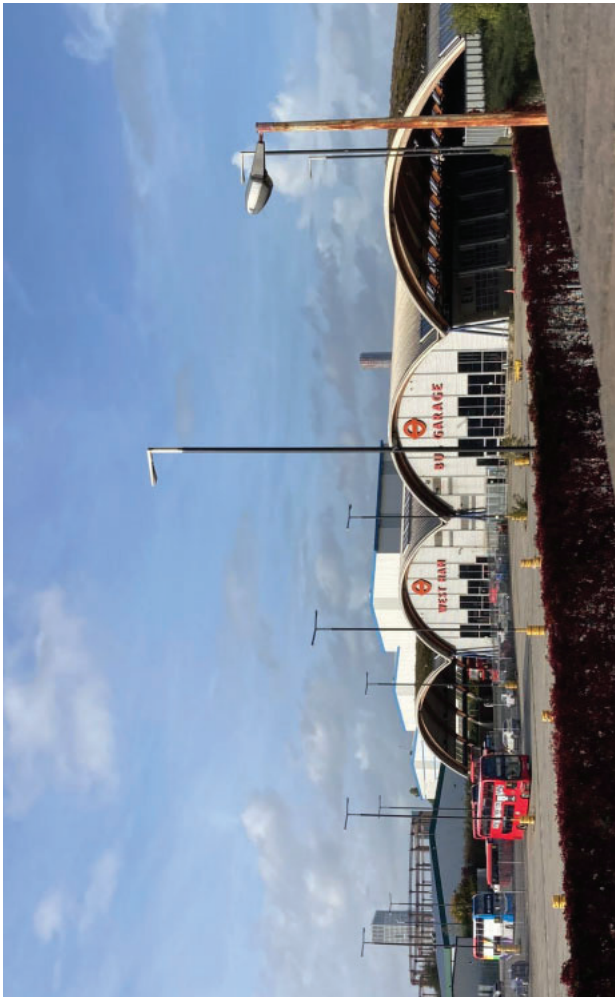
APENDICIES

A Architectural Drawings

B Structural Drawings

C Existing Building Photographs

D Bird Netting Report



1.0 Introduction

1.0 Introduction

The project comprises the part adaptation and upgrade of West Ham Bus Garage.

1.1 The client

Transport for London

Transport for London (TfL) is a government institution that provides transport system administration services in London. It offers buses, trams, railway management, transport strategy implementation, congestion charge management, transport facilities planning, traffic lights maintenance and private hire trade regulation services.

TfL are the integrated transport authority responsible for meeting the Mayor of London's strategy and commitments on transport in London. TfL run the day-to-day operation of the Capital's public transport network and manage London's main roads.

TfL is guided by the Mayor's Transport Strategy and its target that 80% of all journeys will be made on foot, by cycle or using public transport by 2041.

TfL Infrastructure Investment

TfL is investing billions to transform the Capital's transport network.

Proposals include improving suburban railways and the cycling infrastructure and tackling vehicle emissions. The programme of transport capital investment is one of the world's largest. It is completing the Elizabeth line, modernising Tube services and stations, transforming the road network and making it safer, especially for more vulnerable road users such as people walking and cycling.

TfL Commercial Property Development

TfL is one of London's largest landowners and offer a wide range of opportunities for businesses across the city. Exciting spaces are available for organisations of any size, from pop ups and small businesses to global brands. Most of TfL's sites are near transport hubs and convenient. Investment in the property portfolio also keeps London moving, working and growing. It generates long-term, sustainable income arches to reinvest in our transport network. It also helps to support the Mayor's priorities around sustainable transport, health, homes and jobs as laid out in the Mayor's Transport Strategy.

1.2 Project Location

West Ham Bus Garage, Stephenson Street, London E16 4SA



Google Image

2.0 The Project Team



| Company | Name | Job Title | Project Role |
|---|--------------------|----------------------------------|----------------------------|
| Client Team | | | |
| TfL | Christine Peppiatt | Head of Projects & Accommodation | |
| TfL | Jack Verber | Building Services Manager | |
| TfL | Briyan Ranganathan | Projects Programme Manager | |
| TfL | Amiran Bokhua | Building Services Manager | |
| TfL | Gareth Mainwaring | Project Manager OEP | Client Stakeholder Manager |
| TfL | Nicky Mahood | | |
| TfL | Simona Kuhl | | |
| Project Management & Building Surveying | | | |
| Gleeds CM | Robert Payne | Director | Project Director |
| Gleeds CM | Brendan Williams | Building Surveyor | Project Manager |
| Cost Management | | | |
| Gleeds CM | Julia Housden | Director - Cost Management | Lead Cost Manager |
| Gleeds CM | Stuart Mudd | Director - Cost Management | Lead Cost Manager |
| Gleeds CM | Matt Barlow | Assistant Quantity Surveyor | Cost Manager |
| Architecture | | | |
| IBI Group | Mike Richardson | Studio Principal | Lead Architect |
| IBI Group | Matthew Shepherd | Architect | Architect |
| MEP Engineering | | | |
| FHPSS | Colin Hoare | Senior Director | Lead MEP Engineer |
| FHPSS | Eugene Shaw | Senior Mechanical Engineer | MEP Engineer |
| FHPSS | Calvin Saldanha | Senior Electrical Engineer | MEP Engineer |
| Structural Engineering | | | |
| Clancy | Andrew Moffatt | Divisional Director | Lead Structural Engineer |
| Clancy | Vijesh Mehta | Structural Engineer | Structural Engineer |
| Fire Engineering | | | |
| Trigon | James Lavender | Chartered Fire Engineer | Lead Fire Engineer |
| Trigon | David Bostelmann | Chartered Fire Engineer | Fire Engineer |

3.0 Project Brief

3.0 Project Brief

The project works are to be within the East Garage demise and briefly comprise the strip out of the existing office accommodation and FFE to the vehicle workshop. Structural alterations to the existing workshop floor to in-fill existing vehicle maintenance pits and create level floor finish. Installation of storage racking and sorting desks to the workshop floor to create lost property sorting and storage facility. Refurbishment of the existing office, breakout and WC facilities. It is assumed that the building services will be refurbished, and the feasibility will include an options study regarding the energy efficiency of retaining the existing 'triple height' vehicle workshop space or constructing internal partitions and ceilings within the space to house the lost property facility. The GIA is circa 21000 sq. ft.

3.1 Project Objectives

- Achieve successful and timely planning and building consents.
- Successful delivery of the project with a collaborative team working ethic.
- Create a dynamic flexible working and sustainable environment.
- Construct a functional and fit for purpose facility with a modest strategy towards the construction materials used and finishes.
- Construct to current Building Regulations (as amended) and TFL specifications/standards (TBC).
- Excel at value for money practices throughout the design, construction and in-use phases.
- Keep project costs to the minimum without detriment to the requirements of current Acts, Regulations, and TFL's policies and processes for project delivery.
- Considering Cost-in-Use when developing the design & specification.
- Procurement of the right consultants and contractors.
- Provide a demountable solution to allow future flexibility for TFL service provision

3.2 Proposed works as follows:

- Energy performance study to determine options heating/cooling strategy for workshop area.
- Strip-out of existing FFE, soft furnishings and office accommodation to section of East bus garage (proposed works area highlighted in green on 'test fit' layout drawing.
- Refurbishment / replacement / reconfiguration of existing building services as per recommendations from energy performance study.
- Structural alterations to the existing suspended workshop floor in order to in-fill existing vehicle maintenance pits to create level floor finish (including installation of access hatches to the floor cavity).
- Installation of partition walling solution to existing roller shutter doors (to be designed in conjunction with a fire engineer).
- Refurbishment and fit out of existing offices, breakout space, WCs, storage rooms and reception area for use by TfL staff and visitors.
- Installation of storage racking and sorting desks to workshop floor to create storage and sorting facility for lost property.

3.4 Refurbishment Outcomes

- Relocation of the existing LPO facility from the current location at 63-81 Pelham Street, which is comprised of storage and sorting facilities separated over three floors, and is not considered to be adequately meeting the occupants' requirements.
- A complete conversion of the East Workshop internal fabric and finishes, reflecting best practice in contemporary workplace interior design.
- Optimised layout, space utilisation and wayfinding throughout the building, including provision of an entrance area, meeting rooms and break-out spaces including welfare facilities and rest area to support TfL's 'modern ways of working.'
- Adherence to inclusive design principles, including potential provision of 'step free' access throughout the building.
- Improve Customer Service and staff safety and security



Google Image

4.0 Existing Site & Facilities

Existing Site

The West Ham Bus Garage is located north of Canning town with a predominately industrial area. Located some way off Stephenson Street which is access via Manor Road.

The site provide both Bus vehicle parking and servicing garages.

The main building was constructed in 2008 and is in a well maintained condition.

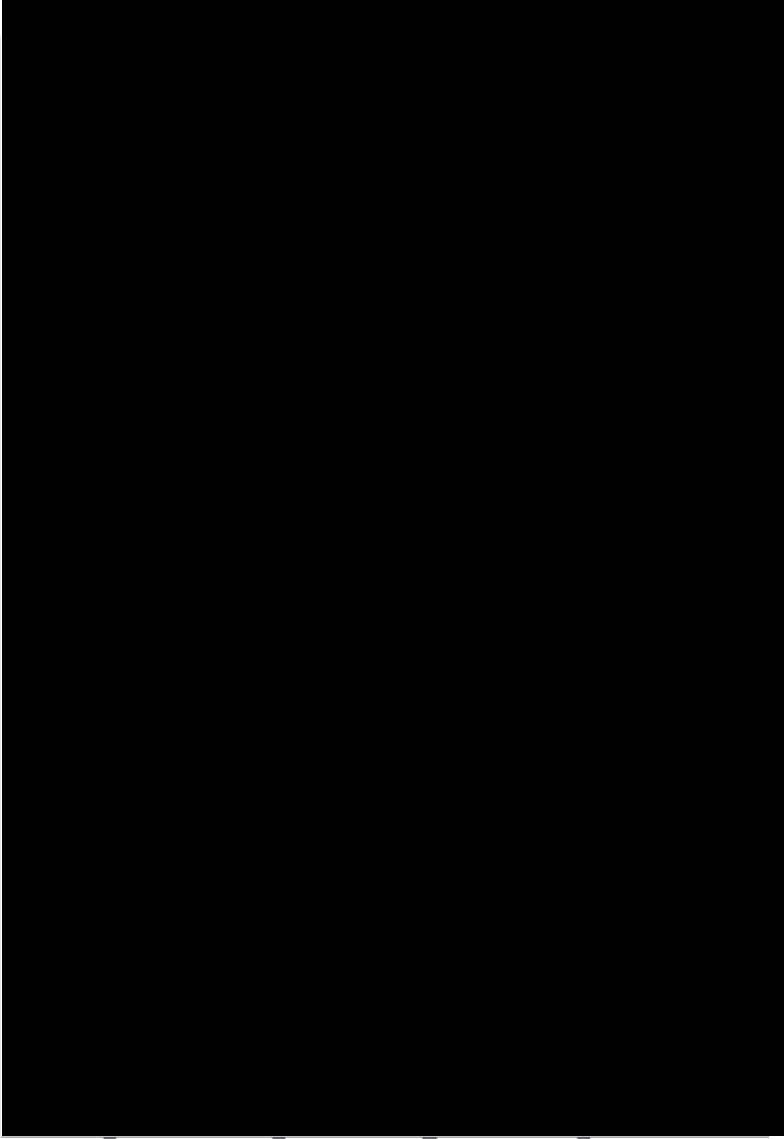
Existing Facilities

The existing building is split equally into two sections. There are two equally sized centrally located bus maintenance garages areas. Each providing 11 services bays with supporting mechanical service areas both north & south of the vehicle bays. The two areas are served by a central spine of supporting parts stores, offices and welfare accommodation.

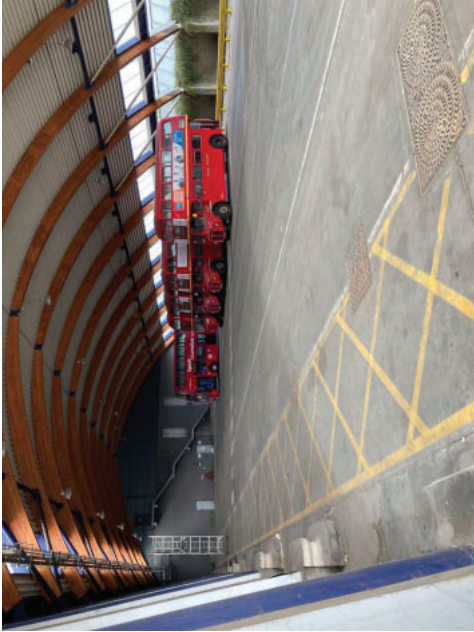
Both areas are centrally split with an additional supporting area comprising the main building pedestrian entrance, offices, canteen and welfare facilities to the north.

There are two covered / semi exposed open garage parking areas each serving the west and east service garages.

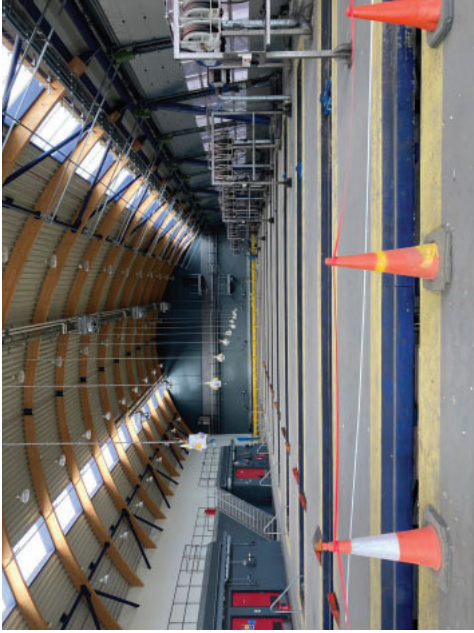
- Existing covered garage area to retained.
- Existing enclosed garage are to be refurbished to provide new lost and found property storage and sorting facility.
- Existing Cellular office area to be refurbished to provide, office, breakout and meetings spaces



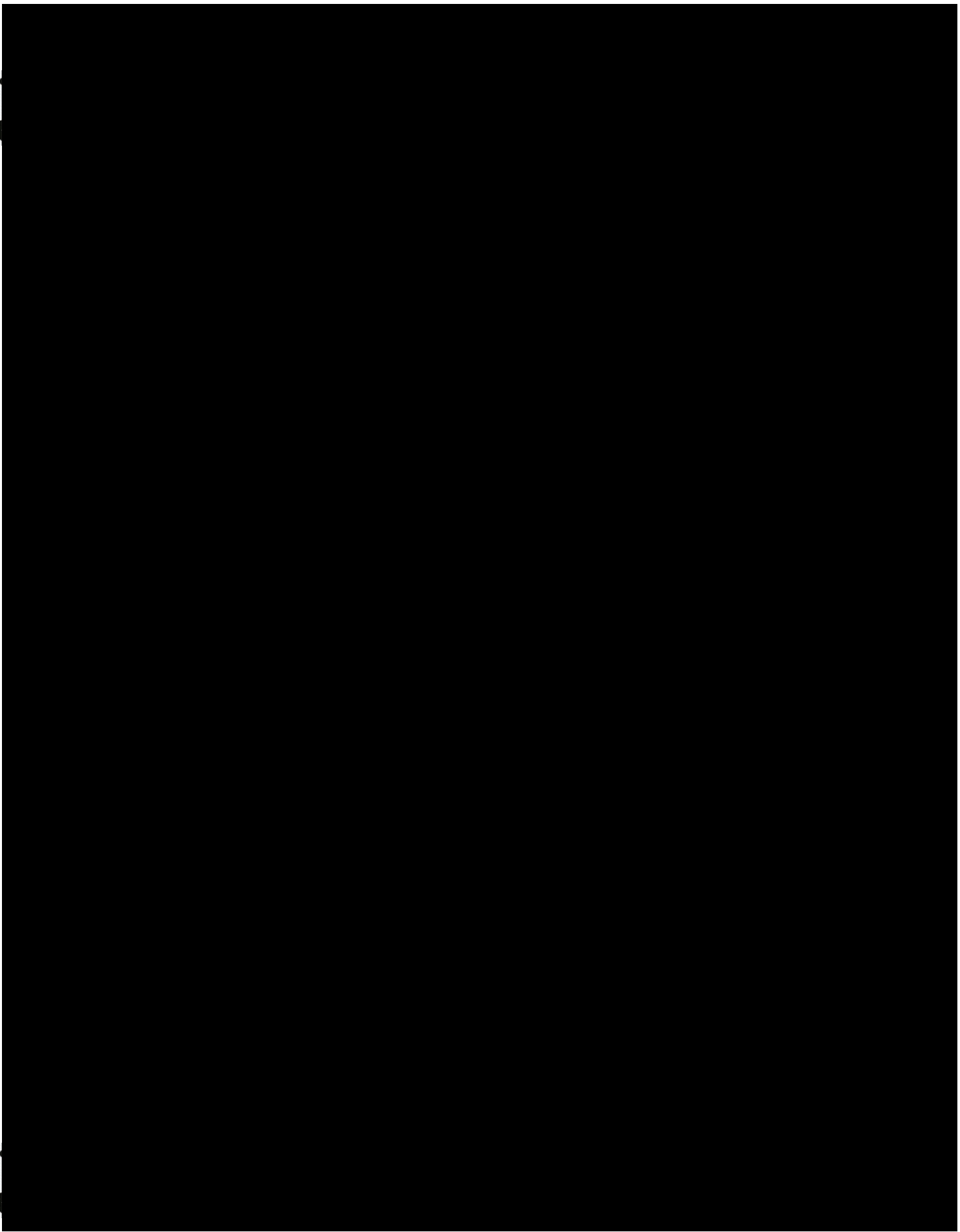
Main elevation onto bus carpark area.



Covered / semi exposed garage parking area.



Enclosed garage area.



| | |
|---|--|
| Fire Emergency Evacuation Procedure | |
| West Ham Bus Depot | |
| Stephenson Street, London, E16 4SA | |
| Document Author: | Jon Stuart BA (Hons) MFireE Estates Compliance Manager (Fire) |
| Author contact details: | Estates Management [Redacted] Palestra, 197 Blackfriars Rd, London SE1 8NJ [Redacted] Email [Redacted] |
| Individual Person in Control of Premises: | Melissa Bass – Building Manager Central Building Management Group |
| Who should read this document? | All TfL Staff and visitors within Head Office estate, including Contractors and Tenants. |
| Document effective from: | Immediately |
| Document expires on: | When updated or rescinded |

Estates Compliance Process

Document Control

| Version | Date | Description |
|---------|--------------|--|
| 1.0 | January 2023 | New template creation and transfer of information to consolidate requirements. |
| | | |



| | | |
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1. Introduction

- 1.1 The purpose of this document is to describe the emergency procedures involving all personnel within the designated boundaries of **West Ham Bus Depot** in the event of an emergency.
- 1.2 West Ham Bus Depot is a purpose-built vehicle servicing workshop with ancillary office accommodation and makes up a larger complex split between East and West with Stagecoach occupying and managing the West side. TfL only hold responsibility for the East side of the premises. The TfL demise is unoccupied, with access only required to service and maintenance TfL equipment and occasional surveys.
- 1.3 This emergency plan applies to all TfL staff, contractors, tenants, and visitors within the building.
- 1.3 All Managers should ensure that all their employees are familiar with the procedure to follow in the event of an emergency as outlined within this document.
- 1.4 All Head Office buildings shall display emergency information in a consistent format, in the same location throughout all premises. This informs occupants of their actions to be taken in an emergency and will be displayed in the lobby of each level of the building and adjacent to emergency exits, above the fire extinguisher points.

2. Fire Evacuation Strategy

- 2.1 The evacuation strategy for the building is based on a **simultaneous evacuation**.

- 2.2 On hearing the fire alarm, all persons within the building must evacuate via the nearest exit.

- 2.3 All persons must continue to the assembly point and remain there until provided further instructions from Stagecoach / Building Management Team (BMT) / Fire and Rescue Services (F&RS).

3. Fire Detection and Alarm (FD&A) System

- 3.1 The FD&A system is provided with a **SIREN** to warn persons in the building of a fire alarm activation.
- 3.2 The FD&A system is configured to sound all alarms upon a single activation of a detector, manual call point or suppression system to support the simultaneous evacuation strategy.
- 3.3 All doors that have electronically magnetic locking mechanisms are interfaced to the fire alarm system and will fail safe and release upon activation. An emergency break glass unit is provided in the direction of escape for use if required.



- 3.4 The FD&A is linked to the West Stagecoach fire alarm system, providing warning and alarm to the whole property in the event of a fire alarm activation.
- 3.5 All interfaced plant services with the FD&A system will operate as per the fire alarm cause and effect.
- 3.6 When confirmed safe to do so by attending F&RS or following internal investigation by Stagecoach / TfL the fire alarm system will be silenced and reset.

5. Actions on discovering a fire

If any person discovers a fire they must:

- 5.1 Raise the alarm by breaking the nearest break glass call point to activate the fire alarm.
- 5.2 Leave the building by the nearest fire exit or escape route.
- 5.3 Report to the assembly point.
- 5.5 Do not return to the building until authorised to do so
- 5.6 Do not take any risks.



6. Action on hearing the fire alarm

6.1 If you hear the **SIREN**, you should leave the building immediately.

☒ DO NOT stop to collect personal belongings

☒ DO NOT stop to check the alarm is genuine

☒ GO TO your designated assembly point

☒ DO NOT re-enter the building until told to do so by the Fire & Rescue / Stagecoach or BMT.

7. Assembly Point

7.1 The fire assembly point is located in front of building **Main Car Park**.

7.2 The senior person on site should attend the assembly point and confirm all persons have evacuated the premises.

7.3 The senior person on site must inform Building Management Team (BMT) through Endeavour Security Control o [REDACTED]



8. Evacuation Management

- 8.1 The premises is vacant awaiting refurbishment / repurposing. Any access requirements must be authorised through the BMT and ensure Stagecoach Engineering Manager is made aware of the visit.

- 8.2 Any person entering the property for official business are responsible for coordinating their evacuation and any other persons also in the building, maintaining consistent communication with duty holder / line management to confirm escape in an emergency.

- 8.3 The TfL demise fire alarm system is linked to the wider complex, with Stagecoach receiving notification and alarm for any activation within the TfL demise.

- 8.4 Lone working procedures apply and working within the TfL area of the building should be adequately risk assessed by department line management, ensuring procedures are in place to account for all persons in the building in the event of an emergency.

- 8.4.1 The senior person on site will report to the assembly point and undertake a roll call to confirm all persons have escaped the building.

- 8.4.2 Confirmation should be provided to Stagecoach management / fire warden at the assembly point to confirm the TfL demise has escaped following fire alarm activation.

- 8.4.3 Stagecoach currently operate as incident management for the whole complex in the event of a fire alarm activation and are responsible for requesting the attendance of the F&RS if required.

- 8.4.4 The senior person on site should report to the BMT of a fire alarm activation via Endeavour Security control o [REDACTED]

- 8.5 Reoccupation of the building can only be granted via the attending F&RS, Stagecoach or BMT.

9. Accounting for relevant persons

As the TfL demise is vacant, any persons entering the premises for official business take responsibility for safely evacuating themselves and others within the building as part of the works being undertaken.

Actions in event of fire alarm activation:

- 9.1 Walk through the area ensuring that all relevant persons are responding and moving towards the nearest exits.

- 9.2 Check all rooms (including toilets and general-purpose rooms) within the basement and ensure occupants are aware of and respond to the evacuation signal.

- 9.3 Close but do not lock room doors on exiting the building



- 9.4 Dissuade any person - staff or visitor - seeking to re-enter the area.
- 9.5 Do not remain in the building any longer than necessary to safely evacuate the area. If it is no longer safe to remain in the building while undertaking the above duties, do not put yourself at risk and immediately evacuate.
- 9.6 Rendezvous with other persons at the assembly point and confirm all persons have escaped to Stagecoach incident management.
- 10. Visitors / Contractors**

- 10.1 All visitors or contractors requesting access to the property must be authorised by the Building Manager in the first instance.
- 10.2 This emergency procedure will be provided to all persons wishing to enter the property as part of a safety induction.
- 10.3 It is the responsibility of visitors and contractors to read this emergency plan and acknowledge understanding to the Building Manager.

11. Personal Evacuation Emergency Plan (PEEP)

- 11.1 The premises is not provided with refuge areas or emergency voice communication (EVC) systems.

- 11.2 Reasonable arrangements for the means of escape for disabled people is not considered applicable for the current property status. However, if it is necessary for persons with mobility or other impairments requiring assisted evacuation enter the building, a personal evacuation emergency plan (PEEP) must be offered by their manager to define the necessary arrangements to be put in place to ensure their safe evacuation in the event of an incident

12. References

The following documents should be considered or read in conjunction with this procedure:

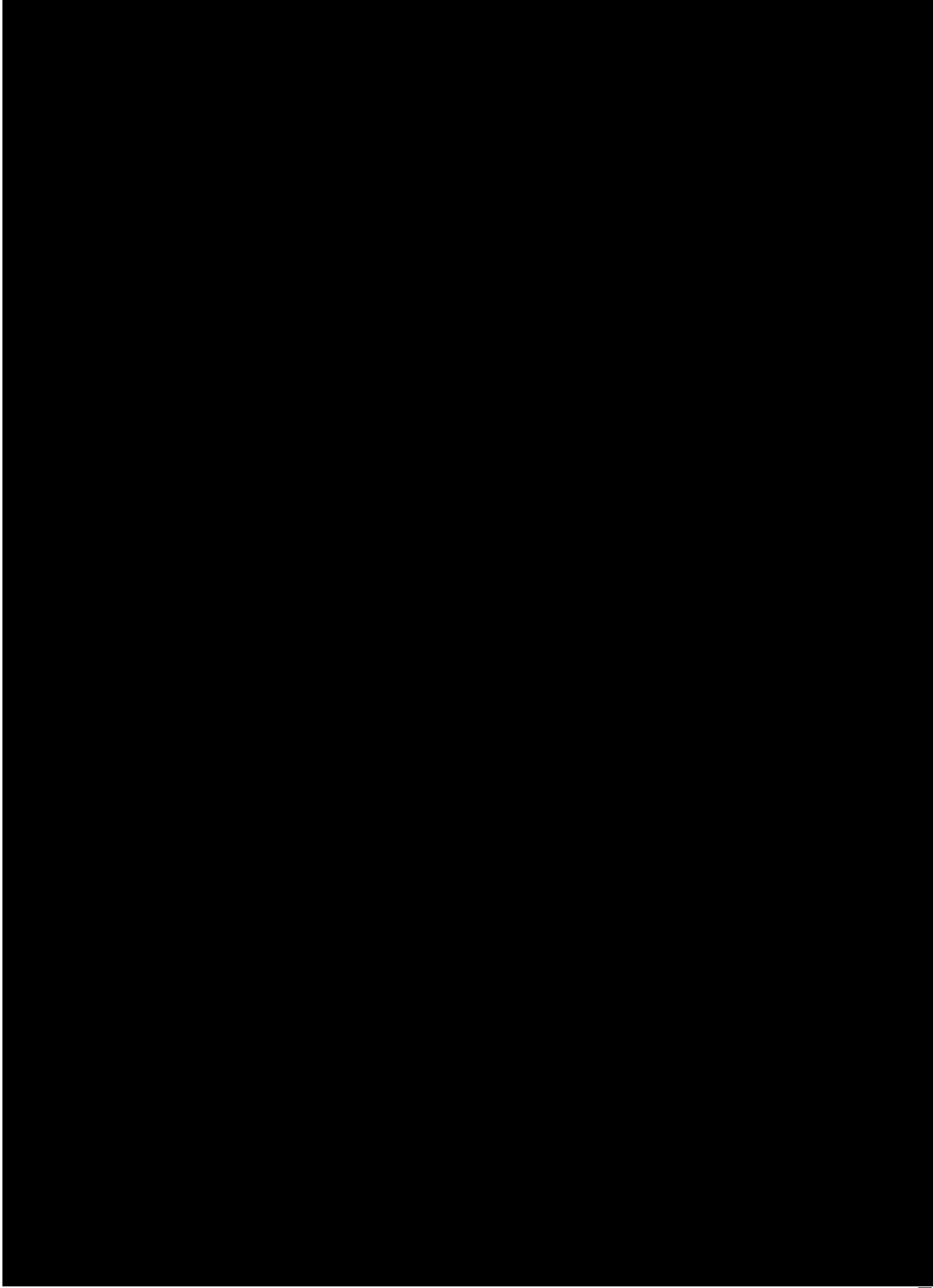
| Document Title |
|---|
| Building Fire Risk Assessment |
| Building Fire Strategy |
| HO Fire Safety Management Standard |
| Building Hazard Assessments |
| Building Assignment Instructions |
| Personal Emergency Evacuation Plan (PEEP) |
| Fire Alarm Cause Effect |

This document is updated to the [Fire Safety Management](#) area of Facilities Operations SharePoint.

¹ TfL Personal Emergency Evacuation Plan (PEEP) process



I3. Appendix I – Ground Floor Escape Routes



5.0 Architectural Proposals

Architectural Proposals

A. Property - receiving

Driver access (automatic gate & intercom system in ops room - controlled by LPO)
CCTV at gate
10 parking bays for LPO vans – Drivers to have swipe access
10 parking bays for LPO staff – Swipe access as above
Shelving for stationery for drivers
Shelving for stationery stock (envelopes, tags, seals)
Shelving for sacks and pouches
Equipment: Desk for receiving property x 2, includes photocopier & phone line, desk should be height adjustable

B. Property – sorting

Sorting area to be partitioned off
Roller shutter door number E13 to open to allow access for cages to yard
Shelving to store stationery, empty crates etc.

Space for cages

Wi-Fi for using tablets, tablet holders
Wide doors to allow access for cages & trollies
Hot air curtain on operational shutter doors
Desks with clear storage for labels, stationery
Intercom system that LPO controls for van driver access

Easy access to WC facilities

Equipment: 6x height adjustable desks/tables, 2x tables for crates to sort property into, 3x desks to store crates

C. Property - Inputting / Processing (Door E10-E12)

Internal Building, procured traditionally.
Secure & lockable access
Space for trollies & cages of property being processed
Space for stationery cupboard
Shelving to store crates of property
Hands free magnifying glasses fixed to desks
Desk layout needs to reflect the workflow
Adjustable lighting on inputting desks
Clear drawers under desks to store stationery items
Wide doors to allow access for cages & trollies
Recycling bins to fit under desks
Equipment: 20 x height adjustable desks & chairs, PC and data & phone line on each desk, Printer/photocopier.

D. Property – Stores (Doors E3-E9)

Fenced off area with access control
Shutter Door E3 needs to be operational for moving property to yard
All shelving to be roller racking (needs to be strong enough for heavy suitcases)
Additional roller racking A x10. LPO looking into shelf dimension requirements,
Space for ladder storage
Large items (bags, suitcases, misc.) need to be store close to 'dispersal area'
Equipment: Ladders, coat rails, umbrella storage, helmet storage, hooks for ball storage

Storage layout and specific products/ numbers of required units are to be quantified by the LPO team. Drawing to be updated once this information is established.

E. Property - Disposals & Internal area

Access control / secure area
Area to be partitioned off & with a ceiling/temperature control
Shutter door E1 & E2 need to be operational to allow access to yard

Large static 2-level shelving x8 bays

Equipment: Large height adjustable sorting tables x 4, 2x height adjustable desks and chairs, 2x PCs, printer.

F. Property – Disposals Yard area

Cages for shelving (large & small shelving and cabinets)
6x secure cupboards for vapes, alcohol etc.
Area next to doors E4 - E9: Large caged area for storage of large items e.g. bikes, large cases, misc.
Caged area for confidential items & chemical waste
Area in yard to store heavy 'blue tagged' property
Metal storage for hazardous items (e.g. e-scooters, LI batteries) – Temperature control required?
Enclosed / semi enclosed cages to avoid potential weather damage to property.
Secure area to store unsorted sacks of property in yard.

G. Area for DLR RSRP Storage

500 sqm for use until 2026 including 2 storage containers.



As Proposed - TFL Demise - Ground Floor

1

1:250

E-Plan A-E Shows design of spaces to be allocated on existing location TBC
Steel Tables and Tool design of spaces to be allocated on existing location TBC

5.0 Architectural Proposals

Architectural Proposals

A. Customer counter

2x counter positions
Space within counter area and under-counter door for large / heavy items
Swipe access door for staff
Lower counter section for accessibility
Space for till & PDQ receipt machine
Glass security screens
Counter to be Equality Act compliant (i.e. lower section for accessible use, and hearing loop).
Customer seating
Heat curtain over main front door
Taxi drop-off space
Security guard & room? LPO to confirm
Easy communication on screens between customers & staff.
Cupboards / shelving for property storage for customer collections + crates for storing property on shelves
Space for trolley for transporting property from stores
Equipment: 2x PCs, 2x phone & data lines.

B. Post Room:
2x desks and chairs
2x height adjustable tables for packing
Static shelving for packing items / stationery
Space for trolley for transporting items to courier van
Space for roles of bubble wrap / packing chips
Equipment: 2x PCs, 1x printer, scales

C. Safe room

Space for safe, LPO to confirm size requirement.
Shelving for storing PC toner & stationery
Table / space for coin counter
1x desk & chair
Swipe access door
Equipment: 1x PC & phone & data line

D. First aid / multi-faith / quiet room
First Aid box
Eye Wash station
Soft seating (LPO to confirm how many seats)
Cupboard
Low level coffee table

E. General office & breakout areas

18x desks & chairs
Cupboards for storage
Blinds at windows in office area.
Separate Room for PMs office: 2x desks, 1x small round table, shelving for storage, swipe access door AND/OR table & 4 chairs in open plan area.
Equipment: 18x PCs, 18x telephones, printer, associated power & data cabling

F. Breakout area

5x tables & chairs
Kitchenette area inc. space for 3x microwaves, 1x large fridge, 1x large fridge/freezer, 2x sinks, 2x Zip taps, cutlery drawers, crockery cupboards
2x changing rooms
Soft seating area / booth
Drinks machine (tea/coffee)
Space for lockers for daily use
TV (wall mounted)

G. Training/meeting room
Equipment: blinds, 4x desks, 4x PCs, 1x Printer, 4x meeting room chairs, projector, flip chart, cupboard

H. Meeting Rooms 1 & 2

1x table & 4x chairs
1x pc and phone & data line
Water dispenser

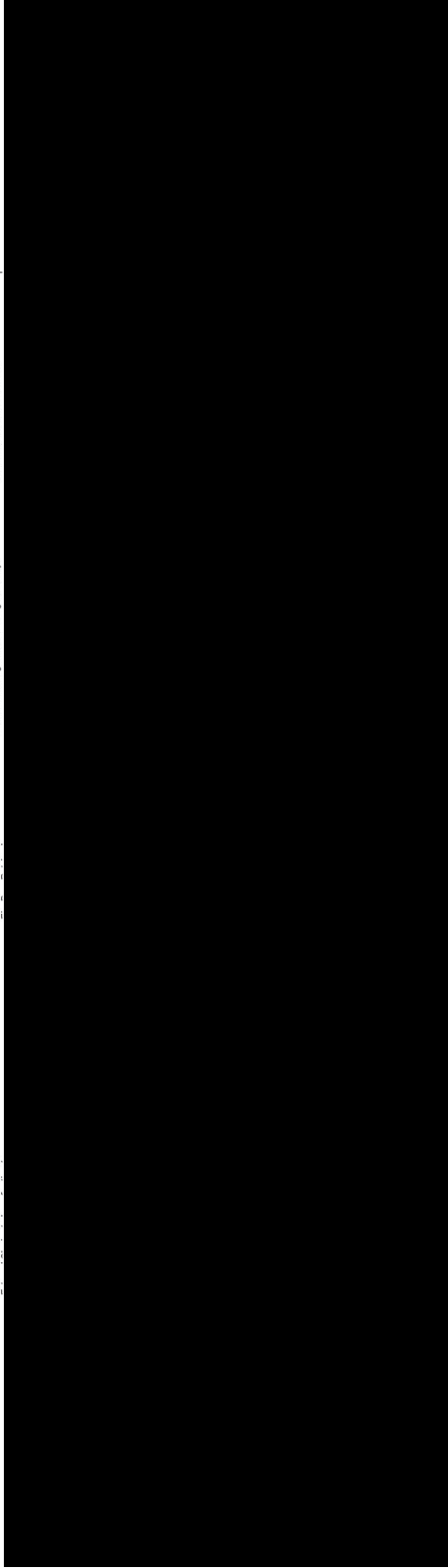
I. Meeting Room 2

3x tables, 10x chairs
Projector & PC
Smartboard
1x phone
Water dispenser

J. Cleaners room

Door access from yard for drivers to use toilets

K. Driver's rest room



External Glazing to have frosting / one way

Access control customer Door

5.0 Architectural Proposals

A. Mezzanine Area

- ‘Town Hall’ multi use space
- Potential training area with 4x desks & 4x chairs
- Educational area - display cabinets for ‘LOP historical items’
- Meeting room - whiteboard
- Projector / PC
- Lift to be installed for access
- Carpeting & heating - practicality of enclosing space?
- Practicality of enclosing mezzanine area?

The mezzanine area is to be noted as an option of which the works can be carried out should the client request it. Reflected in costing.

B. Existing 3 rooms combined

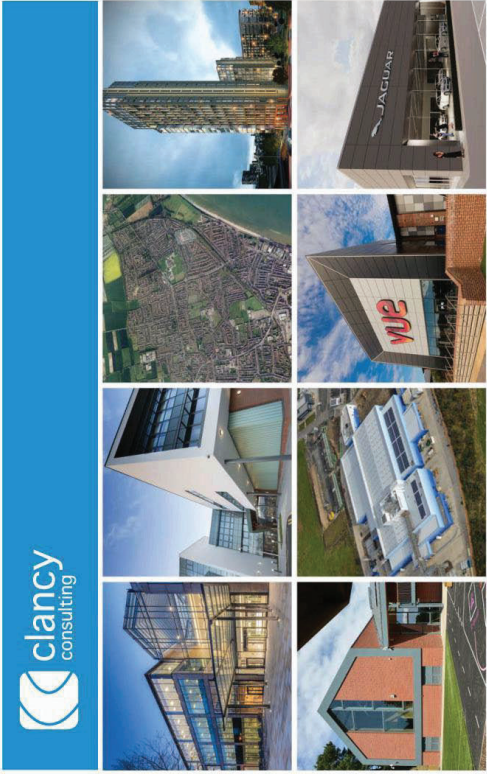
- Room 1 – Disabled toilets
- Room 2 – cold room storage
- Room 3 – cold room storage for phones (on shelves rather than cupboards)
- 2x static shelving units

C. Server Room

D. Existing Plant Room



6.0 Structural Proposals



West Ham Bus Garage East Wing –
Proposed TfL Lost and Found Unit
Riba Stage 1 Feasibility Study

Prepared for
GLEEDS

15/12/2022

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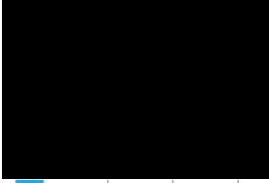
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Document Origin

| Revision | Date | Revision Description | Name |
|----------|----------|----------------------|----------------------------|
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| | | | Checked Andrew Moffatt |
| | | | Approved Andrew Moffatt |



6.0 Structural Proposals



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Executive Summary

Clancy Consulting have been instructed by GLEEDS to prepare a RIBA Stage 1 Feasibility Report in accordance with the RIBA Plan of Works stages 2020, for the proposed works within the West Ham Bus Garage – East Wing, London, E16 4SA. Feasibility considerations and comments in relation to the following matters have been provided:

- Infilling of openings over maintenance pits on the ground floor to supply a continuous level floor to support the proposed lost and found property racks.
- Methods of maintaining access to the void under the ground floor after the maintenance pit opening is covered.
- New full-height partitions that are to be installed on the ground floor.
- Provide comment on remedial works following removal of existing cast-in / fixed down items.
- Integrating proposed modular units onto the existing ground floor.

Options for proposed infilling of maintenance pit openings

The infilling options have been developed to achieve the following:

- Feasible to match the top of slab level with the minimum modification to existing structure such that a flush finish can be achieved to ease travel of trolleys, etc.
- Relatively light weight to not overload existing structure and foundations.
- Capable of supporting proposed 5kN/m² [to be confirmed by TIL] live load from lost and found items that are to be stored.
- Ease of installation.

Four potential options have been presented in the study. The lightest and considered easiest to install are Option 1 (Composite Metal Deck) and Option 4 (Timber Floor), albeit Option 4 is considered to be an option that the Client might prefer. Option 1 has the added benefit of requiring the least amount of modification to the existing structure, when compared to the other options. Option 2 (Hollowcore planks) may be the most difficult to install due to the weight of each plank, which may require the use of a crane for installation. Furthermore, Option 3 (beam and block floor), whilst also lighter and relatively easy to install may require additional structure to be installed to achieve the required finished floor levels and there may be a level of coordination required with the beam and block floor designer to ensure point loads from the racks can be accommodated, this may restrict the flexibility in the placement of the storage racks in the future.

With the additional infill dead load plus a 5kN/m² imposed load to account for the racking - we have highlighted that our assessment has demonstrated that all options may see an increase in loading on the foundation. However, as the load increase, above that of the existing garage use, is generally less than 10% for all options, we do not think this is a significant concern in this instance. We would highlight that as the as-built information available to us at the time of this study did not confirm the 300mm foundation slab bearing capacity, we would recommend, if available, that the original geotechnical investigation report is located to confirm this and to fully justify the detailed design.

We have also checked the capacity of the existing 203 UC 46 steel beams around the perimeter of the maintenance pit and have assessed these as having enough capacity to support all four proposed potential infill options.

Possibility of providing access to pits after infilling works

We are of the opinion that it is feasible to maintain access to the maintenance pits after the floor infilling works. Structurally, this can be accommodated by providing trimming details within the infill for the access hatches to frame the opening and support any proposed access covers, which can be confirmed at the detailed design stage.

However, due to the top tread of the existing staircase being flush with, and the existing handrail higher than the existing ground finished floor level, we have noted that the existing steel staircase may need

6.0 Structural Proposals



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modification to accommodate the infill as well as the provision of access covers. Therefore, in order to progress the structural design of the new accesses, the following should be confirmed:-

- Architect to confirm access requirements including size of openings, access cover proposals and locations.
- Design Team to confirm infill type from options presented in this feasibility study to allow the design for suitable trimming details for the access.

Proposed Full Height Partitions

It is understood that full-height studwork partitions are to be installed on the concrete slab. The location of these partitions as well as the build-up is not available at this stage for us to undertake a load assessment. However, given the existing structural information indicates that the suspended ground floor slab is designed for 7.5kN/m² imposed load, there should be sufficient capacity within the existing structure to support the full-height studwork partition walls. In order to progress to the next stage we would recommend that the locations and build-up of the studwork partition walls are confirmed to verify whether any additional strengthening is required where the specialist designed studwork partitions are supported / restrained by the existing building structure and to ensure they are adequately tied to the structure and assessed for wind loading from the roller shutter doors being opened.

Making good of ground floor slab following removal of existing items fixed to slab

There is a wide variety of existing fixtures and fitting items fixed to the suspended floor slab. The repair of the remaining structure after these are removed would be relatively straightforward. For smaller items (such as bolt holes and shallow recesses), non-shrink grout such as Conbextra GP by Fosroc can be used. For larger openings in the slabs, dowel bars should be resin anchored into the surrounding existing concrete and new C32/40 concrete cast with mesh reinforcement to match the existing slab.

To progress with this, we would recommend a schedule of all items to be removed is undertaken, demonstrating location, sizes and type of fixing to the slab. As such, a schedule of repairs can be prepared off the back of this.

Integration of proposed modular units into suspended ground floor slab

At this stage, the details on the modular units proposed are not available and so we have provided high-level comment as to the feasibility of installing the modular units such that the finished floor level is flush with the existing floor level.

The least intrusive option would be to remove the existing 200mm thick concrete slab and found the modular units directly off the existing steel support frame structure. We would note that the concrete slab may be offering some stability to the steel frame due to the presence of shear stud between the existing slab and supporting steelwork frame.

However, if 200mm is not adequate to achieve a flush floor level, the existing steelwork may need to be significantly modified to drop the level of the bottom of the modular units below the existing steelwork support levels and still offer support to the modular units. Whilst feasible, this may involve costly design works, construction works and material costs.

In order to progress with this, we would recommend that the modular units and their weights are confirmed by the architect as well as the required floor depth to achieve the existing ground floor finished level. Furthermore, the locations should be provided to allow us to understand the extent of the ground floor impacted. After this is confirmed, a loading assessment and a structural implications study should be undertaken to highlight options for incorporating the modular units.



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1.0 Introduction

1.0 Clancy Consulting have been instructed by GLEEDS to prepare a RIBA Stage 1 Feasibility Report in accordance with the RIBA Plan of Works Stages 2020, for the proposed works within the West Ham Bus Garage – East Wing, London E16 4SA.

1.1 We understand that the end client, TfL, are proposing to confirm the East Wing of the West Ham Bus Garage into a processing and storage depot for all of the lost property across TfL's network - essentially turning the space into a warehouse-type set up with rows of both roller & fixed racking, plus connected office and welfare space. As such, this report will assess feasibility and provide recommendations on the following:-

- Infilling of openings over maintenance pits on the ground floor to supply a continuous level floor to support the proposed lost and found property racks;
- Methods of maintaining access to the void under the ground floor after the maintenance pit opening is covered;
- New full-height partitions that are to be installed on the ground floor;
- Provide comment on remedial works following removal of existing cast-in / fixed down items;
- Integrating proposed modular units onto the existing ground floor.

1.2 A visual inspection of the bus garage was undertaken by CCL on 22/10/2022.

1.3 It should be noted that all information provided within this report is preliminary and subject to refinement and amendment during the following stages of design. A suitable cost contingency should thus be made to allow for on-going design development plus the unknowns and associated risks to the project.