



SCOPE

Maintenance and Management Contract for TfL Road Tunnels and Pumping Stations

V10.14

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- N. The Asset Management Information System
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- Q. Roadworks Charter
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- W. TfL Policies
 - W1. TfL Health, Safety
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- X. Traffic Management
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- Y. Vehicle Recovery Service
- Z. Services and other things to be provided by the Client.

S100 Description of the service

S105 Overall Objectives

- S105.1 The *Client*, Transport for London (TfL) is the highway authority for all GLA Roads (S2A of the Highways Act 1980) and traffic authority for GLA side roads (S124 of the Road Traffic Regulation Act 1984). These roads are collectively referred to as the Transport for London Road Network (TLRN).
- S105.2 The *Client* or its successors, retains these roles for the duration of the *service*.
- S105.3 The *Contractor* maintains and responds to Incidents at the *Client's* Property.
- S105.4 The *Client* retains the accountability for traffic control in the tunnels and on their approach roads.
- S105.5 The *Client* works closely with other highway authorities within and adjoining London who have responsibility for the rest of the road network in and around London.
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S110 Additional identified and defined terms

- 110.1. "AMIS" means the *Client's* Asset Management Information System.
- 110.2. "Apparatus" means an entire system or the individual components that make up a system within the *Client's* Property. When Apparatus is to be incorporated into the *Client's* Property it is treated in the same way as Plant and Materials.
- 110.3. "British Standard" means any standard published by the British Standards Institution including adopted European or other international standards
- 110.4. "*Client's* Property" is the road tunnels, pumping stations and other assets listed in Appendix A.
- 110.5. "EEA State" means a state which is a contracting party to the European Economic Area Agreement
- 110.6. "Fault" means an issue which is impacting on the functionality of the Apparatus.
- 110.7. "Incident" means an event that has occurred, or is anticipated to occur, which causes, or may cause, an adverse impact on the *Client's* Property, Users, the *Client*, or the *Contractor's* ability to Provide the Service.
- 110.8. "Intelligent Transport Systems" or "ITS" means the Apparatus employed to monitor and manage tunnels and pumping stations, including but not limited to TOMs Apparatus, Closed Circuit Television (CCTV), fire and air quality monitoring equipment, movement and lack of movement sensors, Variable Message traffic Signs (VMS), alarm systems, and the like.
- 110.9. "Minimum Operating Requirements" (MOR) means the conditions described in Appendix H.
- 110.10. "Periodic Report" means the report described in S800
- 110.11. The Service Level Threshold is [REDACTED].

- 110.12. "TOM" or "TOMs" means Tunnels Outstation Monitoring apparatus.
- 110.13. 'Specification of Highway Works' means Volume 1 of the Manual of Contract Documents for Highway Works, Published on line at <http://www.standardsforhighways.co.uk/ha/standards/mchw/vol1/>
- 110.14. "Users" means those members of the public who use tunnels or other parts of the Affected Property.

S115 Description of the service

- S115.1 The *service* includes
- a) managing, controlling, maintaining and cleaning
 - i. road tunnels,
 - ii. Intelligent Transport Systems (ITS) and
 - iii. pump-stations,and all associated assets unless otherwise stated.
 - b) monitoring and responding to Incidents at road tunnels, ITS and pump stations,
 - c) enabling the *Client* to safely manage and control the traffic that uses the tunnels and the approach roads, including pedestrians and cyclists, wherever permitted,
 - d) liaising and co-ordinating with the Service Manager for tunnel operations, tunnel control and traffic management,
 - e) ensuring the condition, functionality and performance of the tunnel, tunnel systems, pump stations and any other items included in the *Client's* Property is in accordance with the *Client's* Tunnels Management Policy (see Appendix W3) and
 - f) any associated requirements as set out in this Scope.
- S115.2 Not used.
- S115.3 The *Contractor* updates and maintains the *Client's* AMIS as an integral element of Providing the Service (See Appendix N). The *Client* provides the *Contractor* with controlled levels of direct access to AMIS (via desktop or mobile devices). Notwithstanding the provisions of Appendix N, integration between the *Contractor's* own system and AMIS with two-way data exchange is not permissible and,
- a). The Clients primary AMIS shall be IMB Maximo
 - b). The Clients AMIS for structural elements shall be BridgeStation
 - c). TMA Permit Notifications, (Appx N1,3.3) shall be processed via Street Manager.
- S115.4 The *Contractor* adopts and complies with principles to
- a) work collaboratively with the *Client* and Others, including the *Client's* other *Contractors*, significant stakeholders and local authorities.
 - b) use As Low As Reasonably Practicable (ALARP) principles from the Health and Safety Executive ALARP suite of guidance to ensure and enable the safe management and operation of tunnels at all times,

- c) support the *Client's* business and reputational interests, needs and statutory obligations,
- d) capture and adopt best practice, environmental practises and innovation emanating from people involved in Providing the Service,
- e) identify and recommend synergies between requirements of the Scope which give rise to seamless end to end delivery with no duplication of effort,
- f) empower people to facilitate flexibility and responsiveness to Provide the Service,
- g) ensure its people are competent, capable and highly motivated with the skills and attitudes that reflect the requirements of the Scope and
- h) plan for and achieve continuous improvement.

S115.5 The *Contractor* maintains the *Client's* Property so that

- a) the tunnels are operating above MOR at all times,
- b) Apparatus is functioning to within the availability targets as described in the Service Level Table and
- c) all Faults are corrected within 13 weeks of first occurring.

Mobilisation of the service

S115.6 The *Contractor* produces a mobilisation plan and commences mobilisation as soon as is reasonably practicable to ensure that a state of readiness exists to be able to Provide the Service from the *starting date*. The *Contractor* determines the activities to be undertaken during mobilisation including

- a) establishing and testing all internal and external communication facilities and administrative systems,
- b) establishing and maintaining, for the duration of the service, direct communication with the *Client's* traffic control centre,
- c) becoming familiar with the *Client's* Property and all interfaces and boundaries, ensuring that there are no gaps or overlaps,
- d) appraising the services carried out by the outgoing *Contractors* and identifying any activities required by the *Client* which have not been carried out,
- e) taking all reasonable steps to obtain from the outgoing *Contractors* and the *Client* all records, warranties, plans, programmes and other information necessary for Providing the Service,
- f) identifying where these records, plans, programmes and other information are incomplete or missing and making recommendations to the Service Manager regarding actions necessary to complete them,
- g) carrying out design reviews of any works designed by Others to be implemented after the starting date and notifying the Service Manager of any design concerns so that changes in scope, specification and cost can be agreed and incorporated,

- h) updating all draft documents identified by the contract as requiring finalisation and approval during mobilisation,
- i) ensuring that all necessary permits, consents and licenses are applied for to enable the *Contractor* to Provide the Service,
- j) establishing access to the *Client's* AMIS, including attending training as required, to ensure usage and management of the data stored from the starting date,
- k) reviewing the results of any surveys, assessments or other investigations carried out by Others, where these are relevant to Providing the Service, and advising the Service Manager as to their adequacy and the need for any further survey or other work,
- l) liaising, as appropriate, with the outgoing *Contractors* and any Others to ensure that the transitional arrangements operate smoothly,
- m) becoming familiar with any residual duties to be performed by the outgoing *Contractors* and any ongoing work being performed on the *Client's* Property,
- n) advising the Service Manager of any addition to the Scope which the *Contractor* considers appropriate to be performed during mobilisation,
- o) preparing service areas, Plant, Materials and Equipment,
- p) preparing facilities for the *Client*, Service Manager and Others,
- q) establishing emergency response arrangements, including a 24/7 call handling service,
- r) establishing the vehicle recovery service including consulting with the local representative of the Chief Officer of Police and the *Client's* Network Management Control Centre to establish procedures for clearing shed loads and vehicle recovery which is beyond the capabilities of the *Contractor's* recovery service
- s) developing Incident management plans for a range of Incident types such as road accident fatalities, chemical and hazardous substance spillages and lane closures,
- t) developing a "Permit to Work" system
- u) coordinating winter service plans with the highway maintenance *Contractor* and
- v) developing, finalising and obtaining approval to the quality plan, the Environmental Management Plan, the Equality and Diversity Action Plan and the Health and Safety Action Plan.

Demobilisation of the service

S115.7 The *Contractor* commences demobilisation as soon as the *Service Manager* confirms the date of the end of the *service period*. The activities undertaken during demobilisation include

- a) delivering to the Service Manager all operational records, servicing and update history, records of regulatory testing, collected data, calculations and results of all analyses produced by the *Contractor* in

connection with surveys and other investigations and enquiries to an extent and in a format which will be as reasonably required by the Service Manager,

- b) providing all necessary facilities, advice and assistance to enable the incoming *Contractor* to perform the duties equivalent to the *Contractor's* mobilisation duties,
- c) handing back all services and other things provided by the *Client* in good order,
- d) transferring to the *Client* all digital information and intellectual property that has accumulated during the Service Period, other than the *Contractor's* commercially confidential digital information,
- e) preparing and submitting to the Service Manager, no later than three months before the end of the service period, a report on all outstanding defects, Scope Defects and work in progress and identifying Task Orders that the *Contractor* expects to be completed after the end of the service period and
- f) prepare and submit to the *Service Manager*, no later than three months before the end of the contract, a programme demonstrating all demobilisation activities, to be updated fortnightly.

Drivers and vehicles

S115.8 The *Client's* general requirements for driver and vehicle standards are detailed in Appendix P to the Scope.

In addition to the requirements of Appendix P, within 8 weeks of the starting date all Contractor's motor vehicles used to Provide the Service which can be driven under a category B driving licence obtained after 1 January 1997 are fully powered by electricity. The requirement to be fully electric powered also applies to company cars assigned to those who spend all their working time Providing the Service.

Progress photographs

S115.9 The *Contractor* takes colour photographs of all Sites, works and features before, no less frequently than daily during and then subsequent to Providing the Service. When working adjacent to private property, the composition of the photographs shall include all private frontages, all front hardstandings, all crossovers, all highway boundary walls and fences, and any other relevant features.

S115.10 The *Contractor* takes colour photographs to record all Faults, defects or damage identified and all subsequent works or repairs carried out whilst Providing the Service.

S115.11 Where work is to be covered up on completion, the *Contractor* takes photographs of the works before it is covered to adequately demonstrate that the work has been completed in accordance with the Scope and meets the necessary quality criteria.

S115.12 Wherever practicable photographs will be taken to avoid the capture of personal data which is not relevant to the purposes of the photograph.

S115.13 The *Contractor* ensures that, before leaving site, the photographs are clear and legible. Any blurred or otherwise defective photographs will be retaken.

- S115.14 All photographs are in electronic “jpeg” format and recorded in the AMIS against the associated asset.
- S115.15 All photographs will display the date and time, marked with a unique identification reference number and brief description of the work or features, including location and direction of view. For bridges and other highway structures, the unique reference will be the structure number and the name of the structure.
- S115.16 The copyright of all photographs is vested in the *Client*. The photographs are not to be used for any purpose whatsoever without the Service Manager's approval.

Traffic management

- S115.17 The *Contractor* provides and implements all traffic management necessary to Provide the Service. The *Client's* requirements for traffic management are detailed in Appendix X to the Scope.
- S115.18 For planned closures of the Blackwall Tunnels, the *Contractor* provides competent representatives to be located at the *Client's* control centre to implement the traffic management sequence and advance signage using the *Client's* traffic management system.

COVID-19 Lump Sum – Providing the Core Service in accordance with the COVID-19 Guidance

- S115.19 The *Contractor* Provides the Core Service in accordance with the requirements of S265.

S120 Incident response

- S120.1 The *Contractor* responds to Incidents in accordance with the requirements of Appendix G:
- a) in road tunnels,
 - b) for ITS assets and
 - c) at pump stations.
- S120.2 The *Contractor* responds to Incidents at the East India Dock and Limehouse Link Tunnels only insofar as they relate to failure of the *Client's* Property, unless the *Service Manager* instructs otherwise.
- S120.3 The *Contractor* complies with the Incident Response requirements of Appendix G and
- a) continuously monitors all systems and assets to detect and respond to Incidents, make safe, control and minimise risk,
 - b) maintains systems enabling the instigation and management of self-rescue and evacuation,
 - c) maintains systems enabling the control of smoke and provide a tenable route for evacuation or rescue by emergency service,
 - d) enables effective intervention by emergency and services and other relevant Incident responders and
 - e) minimises damage to and minimise risk to the long-term availability of the tunnels, associated traffic systems and pump-stations.

S120.4 Within 14 days of the starting date and on every anniversary of the starting date the Contractor submits an Incident Response Plan for acceptance by the Service Manager (such acceptance not unreasonably withheld). Where the Service Manager does not accept the Incident Response Plan it

informs the Contractor of its reasons and the Contractor resubmits within 7 days. The Incident Response Plan sets out how the Contractor will effectively and efficiently discharge its responsibilities (as set out in Appendix G) for various categories of Incident, including but not limited to:-

- a) Abnormal loads.
- b) Acts of terrorism.
- c) Asset Failure
- d) Biohazards, asbestos, carcinogenic particulates, legionnaires, leptospirosis (Weil's disease), and the like.
- e) Body parts and other human waste.
- f) Breach of the pollution and visibility thresholds.
- g) Broken-down, parked, abandoned or otherwise stationary vehicles.
- h) Cyber-attack. See Appendix V for Cyber Security Management Scheme.
- i) Damage or degradation to the tunnel structure.
- j) Debris, animals, animal carcasses or any other foreign objects.
- k) Degradation to the highway (potholes, covers, etc.).
- l) Fire.
- m) Flooding.
- n) Fly tipping.
- o) Fly-posting.
- p) Graffiti (with separate response plan for racist/offensive),
- q) Industrial action (e.g. own people, emergency service, other transportation services).
- r) Over-sized vehicles.
- s) Prohibited Users.
- t) Protests.
- u) Reactive inspections and maintenance activities.
- v) Road traffic Incidents.
- w) Spillages (liquids, solids, powders, etc.).
- x) Systems failure (including power fluctuation or failure).
- y) Third party Incidents.
- z) Traffic congestion.

S120.5 In the event of an Incident the *Contractor* minimises as far as reasonably practicable risks to the safety of all persons, of secondary Incidents, to maintain efficient traffic flow on the network and to future availability of the *Client's* Property.

S120.6 Where necessary the *Service Manager* instructs the relevant inspections prior to handover/handback to operation.

S120.7 The *Contractor* under the direction of the *Service Manager* or emergency services

- a) provides all response and recovery services necessary to respond to, make safe and clear all Incidents that may occur as per the service level table,
- b) operates and maintains the tunnels, ITS, the Apparatus and pump-stations so far as is reasonably practicable to ensure the safety of all affected persons during an incident and without limitation, facilitate the evacuation of such persons, removal of vehicles, deployment of Temporary Traffic Management measures and the implementation of Incident response procedures including operation under *Client* or Emergency Services direction defined emergency ventilation plans;
- c) coordinate all parties and manage all interfaces involved with the response to any Incident in accordance with the relevant Incident Response Plan, including the *Client*, the emergency services and others,
- d) support the *Client* to coordinate and carry out emergency exercises, as agreed with Tunnel Design and Safety Consultation Groups (TDSCG) and
- e) make safe and carry out repairs to the highway and tunnel structure to allow the safe opening of the tunnel until a permanent repair can be made.

S120.8 Permanent repairs to the highway or structure will be instructed by the Service Manager and may be carried out by Others. The *Contractor* shall provide access as required under this Scope.

S125 Tunnel closure programmes

S125.1 The *Contractor* maintains the tunnels closure programmes for all road tunnels except Limehouse Link and East India Dock, which are maintained by Others. Any proposed changes to the programmes are notified to the *Service Manager* and any other relevant permitting body for approval.

S125.2 The *Service Manager* provides the tunnels closure programmes for Limehouse Link and East India Dock.

S130 Fault management

S130.1 Faults may be identified by the *Client* and notified to the *Contractor* in any form of communication or discovered by the *Contractor* and promptly notified to the *Client*.

S130.2 The *Contractor* manages and rectifies Faults to the *Client's* Property.

S130.3 Within 14 days of the starting date and on every anniversary of the starting date the Contractor submits a Fault Management Plan for acceptance by the Service Manager (such acceptance not unreasonably withheld). Where the Service Manager does not accept the Fault Management Plan it informs the Contractor of its reasons and the Contractor resubmits within 7 days. The Fault Management Plan sets out how the Contractor will

effectively and efficiently discharge its responsibilities for managing and rectifying Faults.

S130.4 The *Contractor* ensures that the processes for Faults includes but is not limited to all repairs and failure replacements to the Apparatus.

S130.5 The *Contractor* analyses Faults to identify common recurring Faults and proposes measures to prevent their re-occurrence in the Periodic Report. The *Contractor* takes such action as agreed with the *Service Manager* to prevent re-occurrence.

S130.6 The *Contractor* reports on the number of Faults in the Periodic Report.

S130.7 The *Contractor* ensures that Faults that directly or indirectly pose a safety hazard are made safe in accordance with the requirements of the Fault Management Plan and in accordance with Good Industry Practice and Health and Safety standards.

S130.8 Where the *Client's* Property cannot be made safe immediately, the *Contractor* takes all reasonable steps to prevent harm, reviewing no less than daily and ensuring the effectiveness of those steps and notifies the *Service Manager* as soon as is reasonably practical.

S130.9 Where a Fault occurs to Apparatus that

- a). the *Service Manager* agrees cannot be repaired and must be replaced and
- b). the value of the replacement Apparatus, Plant and Materials is greater than the Service Level Threshold

the *Client* pays the value of the replacement Apparatus, Plant and Materials.

S130.10 The Contractor does not proceed to replace any Apparatus, Plant and Materials with a Fault that are forecast to cost more than the Service Level Threshold. A work order is issued by the Contractor through AMIS and the Contractor only carries out the permanent repair once the work order is approved.

S135 Planned Preventative Maintenance

S135.1 The *Contractor* carries out planned preventative maintenance to the *Client's* Property in accordance with Appendix M and undertakes Safety Patrols in Accordance with Appendix D.

S135.2 The Contractor submits a Planned Preventative Maintenance Plan for acceptance by the Service Manager. The Plan is based upon but not limited to the maintenance schedules listed at Appendix M1 to M3, the operation and maintenance manuals, existing planned preventative maintenance plans, regulatory testing, referencing SFG20 (or other appropriate and applicable industry good practice) and the outcomes of previous tests and inspections (including those carried out by Others).

S135.3 The *Contractor* details all maintenance carried out in the Periodic Report.

S135.4 The *Contractor* continuously improves performance with respect to planned preventative maintenance of the *Client's* Property resulting from

- a) intelligence gained from testing and inspections,
- b) lessons learned resulting from repairing Apparatus and in response to Incidents,
- c) evolving good industry practice and
- d) new technology.

Recording

S135.5 The *Contractor* records each site visit and all maintenance activities in the *Client's* AMIS. The record lists the date and time of the inspection and any maintenance activities undertaken together with any concerns over the general functionality of the tunnel or pump station.

S140 Apparatus Management

S140.1 The *Contractor* ensures that all Apparatus that it installs is compatible with the *Client's* systems and carries out compatibility tests to demonstrate compatibility. The *Contractor* makes copies of inspection documentation and certificates available to the *Service Manager* at all times.

S140.2 The *Contractor* is responsible for ensuring that all new or spare Apparatus has been subjected to the relevant manufacturer's quality assurance procedures which shall be no less rigorous than the requirements of BS:EN ISO 9001 including final inspection and certification prior to the commencement of installation.

S140.3 The Contractor updates the AMIS with all drawings, documentation or manuals to reflect any changes resulting from adding, removing or changing items of Apparatus.

S140.4 The *Contractor* provides the *Service Manager* with a copy of the scope of the BS:EN ISO 9001 approval or its equivalent together with a copy of its current registration certificate in relation to any item of new or spare Apparatus.

S140.5 The Contractor ensures that all new or spare Apparatus is maintained such that it can continue to work in accordance with its documentation and/or its expected functionality for a minimum of 10 (ten) years from the date of installation. This requirement survives termination or expiry of the contract.

Warranties

S140.6 The *Contractor* ensures that the benefit of any warranty provided by a manufacturer of Apparatus is provided to the *Client* and any others nominated by the *Service Manager*.

S140.7 The *Contractor* arranges for faulty Apparatus which is subject to warranty repair to be sent back to the manufacturer for repair and advises and regularly updates the Service Manager of the expected return date in the Periodic Report.

Repair or replacement

S140.8 For items of Apparatus not subject to warranty, the *Contractor* either repairs faulty Apparatus or returns the faulty Apparatus to the relevant manufacturer or supplier for repair. Where repair is not cost effective and the cost of replacement is below the service level threshold, the *Contractor* replaces the apparatus.

- S140.9 The *Contractor*, when sending any Apparatus away from the *Client's* Property, is responsible for the packing, carriage and insurance of the equipment plus all costs associated with the despatch, repair, return and reinstallation of the Apparatus.
- S140.10 The *Contractor*, whilst removing any Apparatus (or any part thereof) for repair or replacement, provides temporary or replacement Apparatus of the same or similar specification to ensure the MORs are met.
- S140.11 When returning Apparatus for repair, the *Contractor* requests the repairer to report on the reasons for the failure. The *Contractor* provides this information as part of the Periodic Report.
- S140.12 The *Contractor* keeps records of Apparatus sent for repair, records the location from which such Apparatus was taken and updates the *Client's* AMIS accordingly.

Spare Apparatus

- S140.13 The Contractor is responsible for managing the Client's stock of new and pre-used spare Apparatus held at the service areas and shall provide an accurate inventory of their content for agreement of the *Service Manager* at the *starting date* and thereafter as part of the Periodic Report. The inventory agreed at the starting date shall establish the extent of the *Client's* spares and equipment made available for use of the *Contractor*.
- S140.14 The *Contractor* is responsible for monitoring the level of spare Apparatus and for replenishing the Client's stock on a like for like basis.
- S140.15 The Contractor supplements the level of spare Apparatus to ensure the MORs are met at all times.
- S140.16 The *Contractor* wherever practical ensures that any faulty Apparatus removed from the *Client's* Property is repaired and returned to use or held in stock as spares.
- S140.17 The *Contractor* maintains all spare Apparatus in a state such that it is fully prepared for potential use until it is installed.

Improvements to the Apparatus

- S140.18 The *Contractor* provides the *Service Manager* with information on known advances which could be used to improve the *service*.
- S140.19 The *Contractor* carries out, participates in, or supports, trials of new or alternative technologies to determine the feasibility and suitability of such technologies for use on the *Client's* Property and the impact this would have on the *Client's* Property. Any such work is instructed by the *Service Manager*.

Obsolete Apparatus, redundant Apparatus and Apparatus beyond economic repair

- S140.20 The *Contractor* notes any obsolescence issues in the Periodic Report, but in specific cases where such issues result in a Fault, the *Contractor* alerts the *Service Manager* immediately.
- S140.21 The *Contractor* provides the *Service Manager* with an obsolescence report when Apparatus is identified which has become obsolete, detailing the predicted lifespan in terms of supplier support, age, and ability to support known advances in technology. An obsolescence report shall be in a form

acceptable to the Service Manager (such acceptance not unreasonably withheld).

S140.22 The *Service Manager* reviews the contents of the report and within three weeks notifies the *Contractor* that

- a) the *Service Manager* requires more information on why the Apparatus is obsolete,
- b) the *Service Manager* disagrees that the Apparatus is obsolete, providing the details why, or
- c) that the Apparatus shall be noted as 'obsolete beyond repair' in the AMIS.

S140.23 When replacing obsolete Apparatus, the *Contractor* recovers any Apparatus or components which can be used to Provide the Service and puts these into the *Client's* stores.

S140.24 The *Contractor*, upon the completion of any works, ensures that any redundant Apparatus is dismantled and disposed of.

S145 Permit to Enter system

S145.1 The *Contractor* plans, co-ordinates and manages access to tunnels and other *Client's* Property and provides an escorted service to Others. This includes the provision of any pre-entry safety briefings.

S145.2 When instructed by the *Service Manager*, the *Contractor* ensures safe access by transporting the *Client's* people into the controlled space.

S145.3 The *Contractor* carries out safety inductions and relevant tool-box talks prior to any persons entering or working on a Site. The *Contractor* issues photo identity cards to all people completing the inductions. Method statements and risk assessments need to be preapproved before access to the Site is granted. The *Contractor* shall satisfy themselves that all tool, plant and equipment are suitable for the task, are certified fit for use and are good working condition without fault before mobilising to the Site.

S145.4 During tunnel closures, the *Contractor* implements an attended security check at each portal of the closed tunnel and closes any other access point or manages any other means of access to the closed tunnel. Access to the tunnel is denied to anyone other than uniformed police, fire brigade or ambulance personnel, emergency service staff with warrant cards or other identifying documents.

S145.5 The Contractor implements a "Permit to Work" system for activities and works with specific hazards. The Contractor submits its proposed Permit to Work system to the Service Manager for acceptance (such acceptance not unreasonably withheld) within 14 days of the starting date. Where the Service Manager does not accept the Permit to Work system it informs the Contractor of its reasons and the Contractor resubmits within 7 days.

S145.6 At Sites, the *Contractor* retains a record of all people entering and exiting including their name, their employer, the date and time and the permits under which they are working.

- S145.7 The registration number of any vehicles brought to the Site is recorded by the *Contractor*. All vehicles admitted to a worksite shall be conspicuously marked as per TSRGD Chapter 8 Part 2 for heavy traffic flow and/or high-speed roads.
- S145.8 Security arrangements shall include attendance at Periodic liaison meetings with the *Client*.
- S145.9 To ensure the safety of all Users and its people, the *Contractor* shall attend and contribute to consultations, planning, programming, safety, works progress and any other meetings that involve the *Client's* Property. The *Contractor's* representation shall be of sufficient seniority or delegated authority to implement any actions arising from the meetings.
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S150 Tunnel wall washing

- S150.1 The Contractor mechanically washes tunnel walls to the frequency required by Appendix M1.
- S150.2 The tunnel wall washing operation shall leave surfaces with an even appearance with no streaks or marks. The original surface colour and appearance shall be clearly visible throughout. The cleaning operation shall not scratch or damage the existing / adjacent surfaces.
- S150.3 Washing involves at least one pass with detergent and brush agitation, followed by two passes with clean water. The detergent is environmentally friendly and bio-degradable. The water pressure is limited to a maximum of 2000PSI to avoid damage to or reduction in the reflectivity of the lining materials and other fixed Apparatus. Care shall be taken not to cause damage to pigeon deterrent measures on bearing shelves or where other fixings are in place.
- S150.4 Water segregation facilities, where available, are utilised. The cleaning operation uses the minimum amount of water possible which shall be obtained from a bowser provided by the Contractor or from a hydrant with a metered standpipe.
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S155 Handover and handback

- S155.1 The *Contractor* maintains a handover/handback process for every tunnel closure (planned and unplanned), ensuring that prior to reopening and returning to the *Client's* Control Room for operation, all alarms and alerts have been cleared, system are fault free or highlighting any residual restrictions to be addressed through further works and indicating when those works shall be carried out, that the tunnel is above Minimum Operating Requirements and is safe for all Users.
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S160 Cleaning and decorating

- The *Contractor* paints every part of the *Client's* Property that requires painting to maintain Minimum Operating Requirements but at least every four years and at least twice during the *service*.
- S160.1 The *Contractor* cleans the *Client's* Property (including site sanitisation and for the removal of needles, biohazards including guano and animal

remains, tar and other such detritus reasonably expected to be found in highways, road tunnel and pump-stations) to maintain Minimum Operating Requirements but then to reach Grade A standard as defined in the DEFRA Code of Practice on litter and refuse, during each planned tunnel closure.

S165 Recovery service

S165.1 The *Contractor* provides a continuous recovery service for all vehicle types using the Blackwall Northbound, Blackwall Southbound, Rotherhithe, Limehouse Link and East India Dock tunnels and their immediate approaches, as defined as the Vehicle Recovery Limits shown on the drawings provided at Appendix B to the Scope.

S165.2 The Vehicle Recovery Service is specified in Appendix Y.

S165.3 The Vehicle Recovery Service shall be mobilised within five minutes of the need for recovery being notified to or discovered by the *Contractor*.

S170 Proposed works to be carried out by the *Client*

S170.1 The *Client* intends to carry out improvement works to sections of the *Client's* Property during which time the *Contractor* is not required to Provide the Service at these sections.

S170.2 The *Service Manager* provides a suspension notice with not less than one months' notice detailing the dates and the parts of the *Client's* Property that the *Contractor* is not required to Provide the Service whilst works are being carried out by the *Client*.

S170.3 The Contractor is not paid for Providing the Service to the section of the Client's Property during the time that the Service Manager has instructed the Contractor to stop Providing the Service

S170.4 The *Service Manager* provides with not less than one months' notice a Re-Start notice detailing dates and parts of the *Client's* Property where the Contractor shall resume providing the service.

S170.5 At Rotherhithe Tunnel, the *Client* proposes to undertake refurbishment works (the Rotherhithe Tunnel Works) outlined at Appendix J.

S200 Constraints on how the *Contractor* Provides the Service

S205 General constraints

- S205.1 Control of working times shall be imposed by the *Client* through the issuing of road space permits or by Others including the police or the local authority.
- S205.2 The *Contractor* develops and maintains noise and vibration requirements as part of the Environmental Management Plan (Appendix E). The requirements set out how noise and vibration requirements are managed, and the *Contractor* undertakes the works in strict adherence to this plan.
- S205.3 When Providing the Service with the potential to give rise to noise or vibration, the *Contractor* consults with the *Service Manager* and the relevant local authority over working hours, noise mitigation, and the potential need for a "Section 61" consent under the "Control of Pollution Act, 1974".
- S205.4 The *Contractor* provides the relevant local authority with all necessary information to enable them to understand the potential impacts of Providing the Service and determine whether a "Section 61" application is required.
- S205.5 The *Contractor* complies with the requirements of any consent issued by the relevant local authority relating to the way in which the works are to be carried out.
- S205.6 Compliance with the other requirements of the contract shall not of itself constitute any grounds of defence against any proceedings instituted under "Section 59 of the Control of Pollution Act 1974".

Noise control

- S205.7 The *Contractor* ensures that works are carried out in accordance with the "Best Practicable Means" as required by "Section 72" of the "Control of Pollution Act 1974" to limit noise and vibration levels so that residents, and other sensitive receptors, are protected from excessive or prolonged noise or vibration associated with Providing the Service. The *Contractor* works to the provisions of "BS5228 - Code of Practice for Noise and Vibration Control".
- S205.8 Noise monitoring is undertaken using type 1 noise monitors complying with BS EN 61672-1:2003 and noise monitoring is undertaken by suitably trained and competent people.
- S205.9 As far as practicable, all sources of noise from Equipment such as generators and compressors are enclosed, adequately insulated or otherwise mitigated. All Equipment including vehicles is fitted with effective and efficient exhaust silencers. If necessary, advice from manufacturers is obtained to ensure that adequate ventilation is provided by the enclosures.
- S205.10 The *Service Manager* has the right to instruct the *Contractor* to cease using any items of equipment insufficiently silenced or generating noise levels in excess of those specified. In such circumstances, the *Contractor* changes the method of performing the works.

- S205.11 Whenever possible, quieter techniques or equipment is used. Examples include the use of an electric pump rather than diesel pump or the use of a white noise warning mechanism for reversing vehicles.
- S205.12 All pneumatic equipment is to be in good mechanical order and fitted with mufflers or silencers of a type recommended by the manufacturer to give the greatest possible reduction of noise. Electrically powered equipment is to be used in sensitive locations when instructed by the *Service Manager*.
- S205.13 Where piling works are required, the *Contractor* complies with “BS 5228: Parts 1 and 2: 2014 - Code of practice for noise and vibration control on construction and open sites”. The *Contractor* demonstrates that the best practicable means in selecting the quietest piling rig suitable for the work has been used.
- S205.14 Powered equipment, including vehicles, in intermittent use is shut down between work periods or throttled down to a minimum. Equipment, including vehicles, is not to be left running unnecessarily.
- S205.15 Acoustic screens or barriers are to be used to shield noisy operations wherever practicable. For maximum effectiveness, the barrier is brought as close as possible to either the noise source or the receiving positions. The maximum height of barriers is such that no part of the noise source is visible from the receiving positions.

Vibration control

- S205.16 The *Contractor* takes all reasonable steps to limit vibration caused by Providing the Service and complies with “BS 6472: 2008 Parts 1 and 2 Evaluation of Human Exposure to Vibration in Buildings (1Hz-80Hz)”. When Providing the Service with the potential to give rise to vibration is to be undertaken, the *Contractor* installs vibration monitors at potentially affected receptor locations. Any vibration monitoring carried out is also in compliance with “BS 6472: 2008”.
- S205.17 No equipment is used to Provide the Service which uses a system of dropping a heavy weight, whether power assisted or by gravity, without the *Service Manager's* acceptance to the use of such equipment.

Supervision

- S205.18 Whilst Providing the Service, the *Contractor* ensures that adequate competent site supervision is provided. One or more appropriately competent supervisors are nominated by the *Contractor* to be in attendance throughout the works, unless otherwise agreed with the *Service Manager*, and these supervisors shall direct on all points relating to the mode of carrying out the works, or to the nature and quality of materials used and workmanship executed, or on any other points relating to the competent execution of the works.

S210 Security and protection of Clients Property

- S210.1 All street furniture, signs, fences, walls, trees, shrubs, greens, footpaths, footway and carriageway surfaces, etc. in, adjoining, or near the works are to be protected.
- S210.2 The *Contractor* informs the *Service Manager* of any damages, and any rectification work is carried out within 7 days.

S215 Security and identification of people

S215.1



S220 Protection of the *Client's* Property and other areas

- S220.1 The *Contractor* obtains approval from the *Service Manager* prior to commencing any excavation on, under, in or adjacent to any highway structure. The *Contractor* submits to the *Service Manager* at least 28 days in advance of the works any designs, approvals, method statements, drawings and the like required by the *Service Manager* to assess the effects of the works on the structure or Apparatus and to ensure that the safety of the structure and Users is not compromised. It shall be noted that not all the required information may be available, and that trial holes and other investigations may be required prior to the works commencing. The *Contractor* allows for obtaining this information and the approval periods within its plan or Task Order programme.
- S220.2 The *Contractor* locates buried services, apparatus or property owned by Others including Statutory Authorities by means of detection equipment which can record cable depth prior to any works within the site. The *Contractor* demonstrates, on request of the *Service Manager*, an ability to locate and mark as necessary, and to maintain and remove markings upon completion of the works.
- S220.3 Wherever there is risk of damage to services, apparatus or property owned by Others including Statutory Authorities, the *Contractor* provides protection or installs new diversionary apparatus, to maintain electrical supplies to lighting columns and lit signs. The *Contractor* notes on its plan or Task Order programme of the proposed date of any changes to the cable network and does not proceed with arrangements for the switchover from existing to temporary cables until acceptance has been provided by the *Service Manager*.

- S220.4 The *Contractor* takes all necessary precautions to prevent accumulation of water upon or adjacent to the works and removes such water as speedily as possible. Any damage caused by accumulation or percolation of water is made good as soon as reasonably practicable.
- S220.5 The *Contractor* takes every possible precaution to avoid damage to all green estate assets, including but not limited to trees, shrubs, hedges and grass, following the guidance in “BS5837 Trees in relation to design, demolition and construction”. Any damage to green estate assets is deemed to be an unavoidable consequence of Providing the Service and is included in the plan or Task Order programme for acceptance by the *Service Manager*.
- S220.6 The *Contractor* puts in place measures to protect the green estate whilst Providing the Service which include but is not limited to protective temporary fencing, whilst not obstructing established footways and rights of way and visibility for the highway user. Such measures are not to be limited to the duration of site clearance works and are maintained for the whole of the period that works are taking place near trees, shrubs and vegetation.
- S220.7 Trenching close to trees and shrubs, and work beneath the canopy of trees, will include such measures as necessary to avoid root damage and severance and to avoid damage to the canopy and foliage. The *Contractor*, when working around and adjacent to the root systems of trees, shrubs and the like, fully complies with the requirements of the “National Joint Utilities Group Publication Number 10 - Guidelines for the Planning, Installation and Maintenance of Utility Services in Proximity to Trees”.
- S220.8 The *Contractor* takes all reasonable measures to avoid damage to roadside planting and grass verges. Areas of grass and planting damaged during the works are to be reinstalled to a level acceptable to the *Service Manager* (such acceptance not reasonably withheld).

Protection of property owned by Others

- S220.9 The *Contractor* takes all necessary precautions to protect property owned by Others (such as forecourts, walls, gates, driveways, cellars, etc.) from damage, and makes good any damage caused whilst Providing the Service.
- S220.10 Where works, permanent or temporary, require access to, or have the potential to affect, operational railways, the approval process for the specific track operator is followed in addition to the requirements of the Scope. The *Contractor* makes suitable allowance within its plan or Task Order programme for obtaining these approvals.
- S220.11 Where works, permanent or temporary, affect or have the potential to affect listed structures or Statutory Authorities’ apparatus, the *Contractor* follows the approval process required by the statutory consultee. The *Contractor* makes suitable allowance within its plan or Task Order programme for obtaining these approvals.
- S220.12 The *Contractor* inspects each site and its environs prior to the commencement of the works, take photographs and reports to the *Service Manager* any existing defects or damage to the property of Others. The *Contractor* carries out such condition surveys considered necessary to protect the interest of the *Contractor* and/or the *Client*. The *Contractor* does

not commence any work considered to interfere with the integrity of adjacent property, irrespective of its state of repair, until the *Service Manager* and the property owner have been advised of any damage or defect.

Protection of archaeological artefacts and historical features

- S220.13 The *Contractor* ensures that all heritage and archaeological assets which may be affected by the works are identified during the planning and/or designing phase of the works.
- S220.14 Where there is the potential to impact built or landscape heritage (including interior features) or archaeological assets, the *Contractor* obtains early advice from a suitably competent specialist with the aim of avoiding or minimising such impacts. Where impacts are unavoidable, the *Contractor* ensures that appropriate mitigation is incorporated into the design or construction proposals. The *Contractor* also liaises with the *Client's* heritage advisors who may assist with engagement with "Historic England" (where applicable) and the local authority conservation officer.
- S220.15 Where feasible, heritage protection measures shall achieve permanent preservation and retention of heritage assets (preservation in situ). Where this is not feasible, investigation and either the relocation of the asset or its recording prior to development (preservation by record) is undertaken. This must be completed in consultation with the *Client's* heritage advisors, the local planning authority and, where necessary, Historic England.
- S220.16 The *Contractor* ensures that all necessary consents and licences are obtained prior to undertaking works which may affect heritage assets.
- S220.17 The *Contractor* ensures that all works are carried out in accordance with applicable legislation, planning or listed building consent conditions, central and local government heritage policy and guidance and good industry practice related to the protection of the historic environment.
- S220.18 The *Contractor* ensures that any works on heritage assets are carried out using competent people to ensure that the required standards of work are met.
- S220.19 If, in the course of excavations, the *Contractor* uncovers unexpected remains of archaeological importance the *Service Manager* is notified, and the *Contractor* does not excavate through or remove the same until the authority of the *Service Manager* has been obtained. In such cases "English Heritage" or the "Museum of London Archaeological Unit" may attend site, and the *Contractor* provides all necessary facilities to allow them to carry out their operations for location and recovery of artefacts.
- S220.20 All old coins, statues, articles of value or antiquities, including, but not limited to those covered by the "Treasure Act 1996" and its code of conduct which are found whilst Providing the Service becomes the property of the *Client* and as soon as such articles are discovered the *Contractor* notifies the *Service Manager* and take proper precautions to prevent them being damaged, stolen or removed.
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S225 Protection of the work on the *Client's* Property

- S225.1 The *Contractor*, whilst Providing the Service, keeps the whole of the site in a clean and tidy condition, and removes all material to be disposed of daily, unless agreed otherwise by the *Service Manager*. Particular care is taken to ensure that no materials enter drainage systems. All water pumped from trenches or other excavations are confined to proper channels and are not permitted to flow across carriageways or footways.
- S225.2 The attention of the *Contractor* is drawn to the likelihood of damage occurring to highway surfacing by oil deposits including from stationary and standing equipment. Any such damage is made good as soon as reasonably practicable.
- S225.3 The *Contractor* keeps all fire hydrants, stop-cocks, access covers, electricity supply boxes and all other public services readily accessible and free from all obstruction.
- S225.4 The *Contractor* keeps all carriageways, private entrances, verges, paths, footways, drains and ditches free from mud, slurry or other material deposited whilst Providing the Service. If mud or other droppings are deposited on the highway by vehicles used whilst Providing the Service, the *Contractor* cleanses the deposits. If necessary, the *Contractor* provides a wash down bay for vehicles. The *Service Manager* has the authority to close any crossings and exits serving the works if any material deposited is not promptly removed by the *Contractor*.
- S225.5 Only such quantities of Equipment, Plant and materials as are necessary for Providing the Service are kept on Site at any one time. Equipment and materials are to be placed only in such places as the *Service Manager* may allow, and all materials are to be securely kept, neatly stacked and stored safely. If instructed by the *Service Manager*, the *Contractor* temporarily removes from Site all Equipment and materials.
- S225.6 Site lighting is kept at a level necessary for adequate safety and security. Lighting is to be located and directed in such a way to reduce adverse impacts to residents and local wildlife (e.g. bat roosts and bird nesting areas).
- S225.7 The *Contractor* makes arrangements with the *Client* or Others, including applying for planning permission, for the use of any private land for *service areas*, stores, working space, borrow pits or spoil dumps.
- S225.8 On completion of the works, and before departing the site, the *Contractor* clears the site of all rubbish, materials, and any associated debris or materials and generally eliminates all signs of presence on the site to leave it in a clean and tidy condition. All areas used for the storage of materials and compounds is reinstated. The burning of any type of waste is prohibited.

Storage of Materials and Equipment

- S225.9 For work at each site the *Contractor* includes in its plan or Task Order programme details of any required temporary siting including compounds, mixing equipment, or workshops on the street. Such temporary sites are reinstated to their original condition after use.

S225.10 Materials are stored or stacked and kept in a neat and tidy fashion, located to minimise interference to public use.

S225.11 The *Contractor* accepts full responsibility for any damage or accident caused. All materials are always to be adequately fenced, secured and lit during the hours of darkness.

S225.12 Combustible materials are not stored in or beneath any highway structure.

Advertisements and graffiti

S225.13 No advertisements are to be erected at or near the location of works by the *Contractor* or by any Subcontractor without the prior consent of the *Service Manager*.

S225.14 Any unauthorised fly-posting or graffiti appearing on any buildings, hoardings, fencing, etc. at an Asset where the Contractor is Providing the Service shall be removed by the Contractor as soon as reasonably practicable.

Fire Risk Assessment

S225.15 Fire Risk Assessments shall be undertaken by the *Contractor* for the premises they occupy, as part of their duties as a responsible person, which shall be provided to the *Client* for information.

S225.16 The *Service Manager*, as landlord, shall furnish the Contractor with Fire Risk Assessments for the Assets. The Contractor shall review the Fire Risk Assessments and, where relevant or where instructed by the *Service Manager*, shall implement the outcomes or any recommendations when Providing the Service.

S230 Consideration of Others

S230.1 The *Contractor* takes all necessary precautions to prevent danger, nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public generally.

S230.2 The *Contractor* at all times minimises the effects of operations on pedestrian and vehicular traffic, minimising the duration of operations within the highway and carrying out those operations at times chosen to minimise disruption to normal use. The *Contractor* arranges the transport of equipment, plant and materials so that any additional traffic arising is limited as far as is reasonably possible to cause no avoidable congestion.

S230.3 Existing traffic (including pedestrian) flows are to be maintained at all times except where allowed for in the Scope or agreed with the *Service Manager*.

S230.4 The *Contractor* does not allow any of its vehicles to block dropped crossing points. All excavations, works and materials in the highway are adequately guarded, signed and lit to create the minimum inconvenience to disabled pedestrians, especially those with mobility difficulties or with impaired vision

S230.5 If there is a need to suspend parking bays, every effort is made not to suspend any disabled person's parking bay. If that is unavoidable the *Contractor* agrees with the *Service Manager* a convenient position for it to be relocated.

- S230.6 Road closures, temporary traffic routes, access arrangements and diversions are co-ordinated with the *Service Manager*, the police and the other emergency services as well as bus operators when affected. 7 days' notice of changes to traffic phasings and diversion routes is given to allow bus operators to plan alternative routes.
- S230.7 Tunnel closures are only permitted in accordance with a pre-determined programme which the *Service Manager* makes available to the *Contractor*.
- S230.8 Clearly defined pedestrian routes are to be maintained at all times. These routes are to be signed, fenced and lit. Access to all adjacent properties, whether residential or commercial, is to be maintained at all times during the works. The *Contractor* engages with residents and business owners to agree temporary arrangements and to reduce inconvenience to a minimum. Emergency services are always to be granted access to and through a site.
- S230.9 Existing bus stops will remain operational at all times unless temporary stop positions are agreed. Safe pedestrian routes and crossing points are to be maintained to all permanent or temporary bus stops while these are in use.
- S230.10 The *Contractor* does not store materials or plant in areas where they may be a hazard to pedestrians or motorists. To avoid vandalism, loose materials, debris, etc. are not left in areas open to the public, but are removed to a secure area, especially when the site is unattended.
- S230.11 The use of vehicular equipment on footbridges is not permitted without agreement of the *Service Manager*. The *Contractor* also consults with the *Service Manager* regarding loading restrictions that may apply either in the temporary or permanent state for other bridges and highway structures. In general, the *Contractor* shall be required to demonstrate that plant, equipment and materials do not exceed the safe working load of structures.
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S235 Control of works

Permits, consents, licenses and working times

- S235.1 The *Contractor* obtains all permits, consents, licences, agreements, wayleaves and the like required to facilitate the works unless notified otherwise by the *Service Manager*. The *Contractor* sets out, in its plan or Task Order programme, the organisations from which such authorisations to progress the works are necessary. The *Contractor* complies with operating constraints imposed under the "London Permit Scheme for Road Works and Street Works" (Appendix R) when Providing the Service on a road on which the relevant highway authority operates a permit scheme.
- S235.2 In addition to and notwithstanding the above, the *Contractor* complies with the
- a) "Traffic Management Act 2004"
 - b) "New Roads and Street Works Act 1991"
 - c) "Street Works (Charges for Unreasonably Prolonged Occupation of the Highway, England) Regulations 2009 (the 2009 Charges Regulations)";

- d) "Street Works (Registers, Notices, Directions and Designations) (England) Regulations 2007" and
- e) "The Transport for London Lane Rental Scheme".

S235.3 The *Contractor* raises and issues permit applications and notices that may be required for Providing the Service. Applications are made electronically via the *Client's* or Others relevant system.

S235.4 The *Contractor* adheres to all notice and permit requirements and conditions.

S235.5 The *Contractor* sends all traffic management plans, works activity footprints and notifications to the relevant highway authorities.

S235.6 The *Contractor* checks and replies to all comments and ensure all communications have been sent successfully.

S235.7 For works classed in the "Traffic Management Act 2004" as "Immediate" (urgent or emergency), the *Contractor* notifies the *Service Manager* within two hours of commencing work.

S235.8 The "Fixed Penalty Notice" (FPN) offences listed in the "Street Works (Fixed Penalty) (England) Regulations 2007" and "The Traffic Management Permit Scheme (England) Regulations 2007" have affect as though the *Contractor* were a statutory authority and the charges or fees listed in those regulations apply to the *Contractor* as they do to a statutory authority.

S235.9 The *Contractor* complies with the "Transport for London Lane Rental Scheme" (Appendix S). The list of charges and the locations at which they apply is provided in Appendix S.

S235.10 The *Contractor* complies with the "Roadworks Charter". The charter is described at Appendix Q.

S235.11 The *Contractor* complies with the training, assessment and certification policy as required by the "Traffic Management Act 2004". Qualifications of supervisors and operatives are as per the "New Roads and Street Works Act".

On-Street Parking Controls

S235.12 Failure to obtain unobstructed access to the *Client's* Property due to the presence of parked vehicles is not to be interpreted as a failure on the part of the *Client* to provide access.

S235.13 The *Contractor* ensures that the site is free of obstruction caused by parked vehicles which may affect the planned progress of work. The *Contractor* gives adequate notice and liaises with the appropriate authorities to ensure that the necessary suspension of on-street parking and arrangements for dealing with parked vehicles, are made.

S235.14 The *Contractor* indicates within its plan or Task Order programme the dates that parking restrictions are to be introduced in individual roads to Provide the Service. The *Contractor* allows a minimum of 10 week notice to the *Service Manager* or Others for the appropriate traffic orders to be made.

- S235.15 Seven days prior to any temporary parking restrictions coming into force, the *Contractor* distributes to every household and attach to the windscreen of every car parked within the extent of the temporary restrictions, a standard form of notice, the original copy of which is to be supplied by the *Service Manager*.
- S235.16 On the day prior to the temporary parking restrictions, the *Contractor* attaches to the windscreen of every car within the extent of the temporary parking restriction, a standard form of notice the original copy of which is to be supplied by the *Service Manager*. The *Contractor* also places 'no waiting' cones to deter parking.
- S235.17 When the *Contractor* encounters an obstruction that prevents it from Providing the Service, the *Contractor* makes every effort to identify who is responsible for the obstruction, including the owners and drivers of vehicles. This includes calling at all nearby residences, businesses and shops. All addresses within 50m of the obstruction are visited (although where a building outside this distance may reasonably contain owners or drivers such premises will also be visited). When the *Contractor*, using best endeavours in accordance with the above requirements, fails to get an obstruction removed, the *Contractor* then becomes responsible for removing the obstruction, if it is physically possible to remove it.
- S235.18 Where the obstruction is caused by parked vehicles and the *Contractor*, having made best endeavours to have the vehicles removed by their owners or drivers, and/or to carry out the works in the presence of the obstructing vehicle(s), then the *Contractor* may elect to request the removal of the vehicles by the police, unless within the Vehicle Recovery Limits defined in Appendix B in which case the *Contractor* shall remove the vehicle as part of the Vehicle Recovery Service.

S240 Communications to and from Others

- S240.1 The *Contractor* supports the *Service Manager*, the *Client* and representatives of the *Client*, in dealing with queries and complaints received relating to the *service*, by providing detailed and accurate responses to requests for information within 4 days.
- S240.2 The *Contractor* maintains close liaison with and operates systems compatible with those used by the *Client's* communication team. The *Contractor* deals promptly with any query or complaint referred to the *Contractor* as a result of an enquiry to the communication team, and on completion of the necessary action by the *Contractor* in relation to any such query or complaint, the *Contractor* informs the communication team of the action taken in addition to any other register, record or report required under the contract.
- S240.3 The *Contractor* provides postal, telephone, and e-mail electronic transfer facilities for receipt and transmission of customer service enquiries and responses, as appropriate.
- S240.4 The *Contractor* provides any information that is needed to enable the *Client* to prepare statements or responses to questions or issues raised by or on behalf of any public organisation (including the United Kingdom parliament, any local authority or any member or representatives of the foregoing),

within any time periods which may be imposed by the *Client* (acting reasonably having regard to the purpose of the provision of the information requested and to the nature and extent of the information requested) unless it is impossible for the *Contractor* to do so, in which case the *Contractor* immediately informs the *Service Manager* setting out in full the reasons.

S240.5 The *Contractor* does not communicate directly with such public organisations without having obtained the prior written approval from the *Service Manager* to the form and terms of such communication, save to the extent that the *Contractor* is legally required to do so.

S240.6 The *Contractor* promptly informs the *Service Manager* of any communications in connection with the contract from

- a) MPs, MEPs, GLA or local authority representatives;
- b) any public organisation or
- c) any Others.

S240.7 Where the matters in question might reasonably be expected by the *Contractor* to have political significance or to be in the public interest, the *Contractor* promptly provides the *Service Manager* with copies of all such written communications and replies directly only when factual information already in the public domain is involved. The *Contractor* refers all other issues to the *Service Manager* for attention, after sending a holding reply.

S240.8 The *Contractor* provides the *Client's* communication team with the information necessary for the operation of the *Client's* information service specifically including, but not limited to, details of proposed lane closures and traffic safety and management measures.

S240.9 The *Client* carries out public consultations and serves statutory and other formal notifications where needed. The *Contractor* however, notifies the public of forthcoming works and for all other communication and liaison with the public necessary to complete projects in a considerate and safe manner.

S240.10 The *Contractor* makes recommendations to the *Service Manager* on publicity arrangements for any work on the *Client's* Property and, when requested by the *Service Manager*, the *Contractor* prepares draft circular letters advising local residents of works that will affect them and submits such letters, with addresses, to the *Service Manager* for approval. The *Contractor* delivers circular letters when requested by the *Service Manager* and informs relevant authorities affected by any work.

S245 Claims by Others against the *Client* or the *Contractor*

S245.1 Any communication received by the *Contractor* from Others (such as a member of the public or a business) which alleges a service failure and/or a potential financial liability for injury, loss or damage on the *Client* is referred directly to the *Service Manager*. The *Service Manager* leads in responding to all such claims and any further correspondence to the *Contractor* in respect of the claim is forwarded to the *Service Manager*.

S245.2 The *Contractor* supports the *Service Manager* in responding to such claims. The *Contractor* provides and maintains a comprehensive library of

good quality records, including photographs, to support the *Client*. Information provided by the *Contractor* includes records of safety and service inspections, dates that any defects were identified and dates that repairs were completed.

S245.3 The *Contractor* responds to the *Service Manager's* requests for information for the

- a) initial acknowledgement of request for information within 3 working days,
- b) investigation and provision of all information when the claimant has legal representation within 20 days and
- c) investigation and provision of all information when the claimant is acting independently within 20 days.

S245.4 If the *Contractor* is asked to provide information to a claim relating to Providing the Service but which is not related to the *Client's* Property, the *Contractor* advises the *Service Manager* within 7 days.

S245.5 The *Service Manager* assesses the information provided by the *Contractor* and decides whether to meet the claim or not. Where compensation is not paid this may lead to legal action against the *Client* when further information and support from the *Contractor* may be required.

S245.6 Whenever the *Service Manager* decides to or is required to pay compensation to Others, the *Client* assesses the extent to which the claimant's injury, loss or damage was a direct or indirect consequence of an act or omission on the part of the *Contractor*. Where this is deemed to be the case, the *Client* may pursue recovery of costs from the *Contractor*.

S265 COVID-19 Guidance

S265.1 The *Contractor* uses additional people, Equipment, Plant and Materials and other services, including providing any necessary training, to comply with the requirements of 'Working safely during coronavirus (COVID-19) in construction and other outdoor work' as published by the UK Government on 11 May 2020.

S600 Quality Management

S605 Quality Management System

- S605.1 The *Contractor's* quality management system complies with, at minimum
- a) the ISO 9000 family of quality management system standards,
 - b) the ISO 14000 family of environmental management system standards and
 - c) the ISO 45001 Occupational Health and Safety management system standard.

Alternative management systems are permitted provided are equivalent to or better than those listed above.

The *Contractor* when determining a strategy for applicable policies also considers the guidelines and ethos of

- d) ISO 26000 - Social responsibility and
 - e) ISO 31000 - Risk management.
- S605.2 The *Contractor* and all people operate a comprehensive and effective quality management system which
- a) includes BS EN ISO 9000 quality assurance certification or incorporate its principles
 - b) focuses on the prevention rather than the detection of quality failures and leads to minimum faults and rectifications
 - c) has a flexible, adaptable and innovative approach to service delivery that incorporates changing customer/road user/*Client* requirements
 - d) takes advantage of all opportunities for innovation and seeks continuous improvement towards the needs of the community and
 - e) incorporates an effective human resource management system which effectively achieves quality service delivery through people.
- S605.3 The *Contractor* operates quality control procedures as part of the system, and the system is open to inspection by the *Service Manager*. The system ensures that all locations and processes involved in service delivery are well and properly maintained and that the Scope and contract are complied with in all respects. The system includes daily supervision, the carrying out of frequent inspections, and compliance with the instructions of the *Service Manager*.
- S605.4 In the event that any reasonable recommendations concerning the improvement of such a system are made by the *Service Manager*, such recommendations are implemented by the *Contractor*. Likewise, the *Contractor* notifies proposals for improvements to quality, efficiency and effectiveness of the *Contractor's* operations, to the *Service Manager* including proposals for enhancing the working arrangements of the *Client*.
- S605.5 The *Contractor's* quality plan is in accordance with the requirements of the Technical Specification. In addition, the quality plan includes clear statements on how the *Contractor* Provides the Service.

S610 Compliance with standards

S610.1 Where there is a requirement in this Scope for compliance with any statutory or regulatory requirements, part of a “British Standard” or other technical specification, that requirement may be met by compliance with

- a) a standard or code of practice of a national standards body or equivalent body of any EEA state or Turkey,
- b) any international standard recognised for use as a standard or code of practice by any EEA state or Turkey,
- c) a technical specification recognised for use as a standard by a public authority of any EEA state or Turkey or
- d) a European Technical Assessment issued in accordance with the procedure set out in regulation (EU) No 305/2011.

S610.2 Electrical Apparatus to which directives 2006/95/EC or 2004/108/EC apply and which are produced for incorporation in a permanent manner in the works must have affixed to them CE marking attesting to their conformity to the provisions of the applicable directives. Declarations of conformity required by the above directives must be provided to the *Service Manager* prior to installation or use or procurement or supply of the Apparatus.

S610.3 Construction products which are produced for incorporation in a permanent manner in the works and are covered by a harmonised European standard or European Technical Approval or Assessment must have the product performance required by the specification for the intended use declared under the Declaration of Performance and be CE marked in accordance with the relevant British adopted European standard or European Technical Approvals or Assessments and the regulation (EU) No 305/2011. Unless otherwise described in the specification, the declared performance of the product shall meet the required performance of all the essential characteristics required by the specification. Declarations of performance required by the above regulation shall be provided to the *Service Manager* prior to installation or use or procurement or supply of the product.

S610.4 For works, goods or materials other than those which are CE marked, the *Contractor* shall make available contemporary quality records to the *Service Manager* when requested. This includes quality records such as those identified in BS EN ISO 9001 to demonstrate achievement of the required quality and the effectiveness of the quality system. The *Contractor* shall require any member of the *Contractor's* supply chain to make available such contemporary quality records when requested. Following a request copies of all quality records shall be made available immediately to the *Client*. The *Contractor* shall report any non-conforming product/service to the *Service Manager* and shall require any member of the *Contractor's* supply chain to immediately report any non-conforming product/service to the *Contractor*. The *Contractor* shall immediately pass these reports to the *Service Manager* and undertake no further related work until remedial or other measures have been undertaken.

The *Contractor* shall submit the quality records required by this specification, as indicated in Appendix H of the Specification of Highway Works, to the Overseeing Organisation. No item of work shall be considered complete until these records have been received by the *Client*.

Note: Defined terms used in this Clause S610 are as defined in BS EN ISO 9000.

S700 Materials, Tests and Sampling

S705 Tests and inspections

S705.1 The *Contractor* shall provide the *Service Manager* with details of the suppliers from whom he proposes to purchase the goods and materials necessary for the execution of the works prior to their inclusion in the works. The *Contractor* shall keep and maintain supply records of all works, goods and materials incorporated into the works. These shall include:

- a) supplier's details, including name/company name and address;
- b) date of supply to site;
- c) manufacturer's information and safety information;
- d) details of where the goods are incorporated into the works

These details shall be provided to the *Service Manager* by the *Contractor* upon request during and at Completion of the relevant *service*.

Sampling and Testing

S705.2 Testing, including sampling and provision of the associated samples, shall be undertaken by the *Contractor*. The *Contractor* shall carry out each of the tests required within a reasonable time from the taking of the respective samples or a time instructed by the *Client*. The *Contractor* shall supply to the *Service Manager* within 24 hours of the completion of each test, a copy of the results.

S705.3 Test certificates and/or product certification complying with the provisions of the relevant standard or specification where applicable and certifying that the goods or materials meet the specified requirements, shall be supplied to the *Service Manager* by the *Contractor* at least four weeks prior to the incorporation of the goods or materials in the works.

S705.4 Where goods or materials are required to be CE marked or where the *Contractor* proposes to use CE marked goods or materials the *Contractor* shall supply the *Service Manager* with the CE marking information including any relevant instructions and safety information at least four weeks prior to the incorporation of the goods or materials in the works.

S705.5 Where testing is undertaken by a supplier or manufacturer in accordance with the contract, other than for products which are CE marked, the *Contractor* shall ensure that each supplier and manufacturer will admit the *Client* to any premises during normal working hours for the purposes of inspecting, selecting the samples and witnessing the testing.

S705.6 Where testing or in use operation of works, goods or materials which are CE marked identifies failure of the CE marked works, goods or materials, the *Contractor* shall make formal notification of the failure to the relevant Trading Standards office. The *Contractor* shall copy such correspondence to the *Service Manager*.

S800 Management of the service

S805 Project team

- S805.1 The *Contractor*, whilst Providing the Service, has available a competent representative who is responsible for the execution of all works in accordance with the contract and for attending (either personally or by engaging deputies) to emergencies or other matters of a similar nature relating to the works, as reasonably required by the *Client*, within a maximum period of 1 hour. All orders, directions and notices given by the *Service Manager* to such representative shall be acted upon expeditiously.
- S805.2 The *Contractor's* representative attends meetings with the *Service Manager* to discuss the progress of the contract. When required by the *Service Manager*, the *Contractor's* representative attends meetings with relevant stakeholders and/or members of the public. The *Contractor* is given reasonable notice of such meetings and the *Service Manager* advises the *Contractor* the scope of issues to be discussed. The *Contractor's* representative may be required to speak on, or respond to, questions on any matter within the purview of the contract. The *Contractor's* representative, during such meetings, maintains a "united front" with the *Client*. The *Contractor* accepts responsibility for all aspects of the works and is helpful, communicative and sympathetic regarding matters pertaining to the impact of the works on the community.
- S805.3 The *Contractor* ensures that all supervisors and all operatives are qualified in accordance with the requirements of the Street Works (Qualifications of Supervisors and Operatives) Regulations 2016 ("the Regulations"). Supervisors and operatives carrying out work outside the scope of the mandatory units of the Regulations will also be qualified in the appropriate units covering the work that they are undertaking. All Operatives working in the highway will be competent and qualified in 'Unit 2' under Schedule 3 of the Regulations (Signing, Lighting and Guarding).
- S805.4 When any work is covered by a National Highway Sector Scheme (NHSS) listed in the Specification for Highway Works, Volume 1, Appendix A, then the *Contractor* ensures that all people engaged on them are competent and certified to carry out the work to which they have been assigned.
- S805.5 All supervisors and operatives will be holders of the relevant Construction Skills Certification Scheme (CSCS) card or equivalent, as issued by the Construction Industry Training Board (CITB). Supervisors are capable of written and oral communication in English.
- S805.6 Highway Safety Inspectors shall be included in the Highway Inspectors Register, as maintained by the Institute of Highway Engineers.
- S805.7 At any location where the Contractor requires portable traffic signals are to be installed to Provide the Service, the work shall be undertaken by operatives competent in their operation and adjustment.
- S805.8 Copies of certificates held by all supervisors and operatives employed on the contract shall be made available to the *Client*, on request, at the *starting date* and when new operatives are employed during the Service Period.

- S805.9 The *Contractor* shall ensure that all Subcontractors comply with the above in respect of their own employees.
- S805.10 No officer or employee in full time employment of the *Client* is to be employed by the *Contractor* unless approved by the *Client*.
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S810 Management systems

- S810.1 The *Contractor* establishes, maintains and operates, to the approval of the *Client*, a system of communication operating 24 hours of every day throughout the *service period*. This system is to enable key people of both the *Client* and *Contractor* to communicate with one another. So far as is practicable, all vehicles used by the *Contractor* and Subcontractors whilst Providing the Service will also be equipped with this same system.
- S810.2 The *Contractor* shall implement an extranet based NEC4 Contract Management System. For the purposes of this contract the Employer shall provide access to the "ASITE" System (or similar) at no cost to the *Contractor* and training will be provided for use of the system. The system will manage high level processes and workflows within the contract, including but not limited to, Task Orders, Drawings, Early Warnings, Compensation Events and other contract communications. The *Contractor* shall provide and operate the ASITE Document Management System for use by all parties to the contract.
- S810.3 The *Contractor* is responsible for establishing, developing and keeping updated all inventories and records that form part of the *Client's* AMIS (Appendix N).
- S810.4 The *Contractor* retains all asset data information and reports collected or provided by the *Client*, securely and in good order for the Service Period in such form as to be capable of audit (including electronic means) by the *Client*. This information is compatible with the *Client's* systems.
- S810.5 The *Contractor* maintains records of planned preventative maintenance, proposing any adjustments to improve effectiveness or efficiency for *Client* approval.
- S810.6 The *Contractor* makes such records available for inspection by the *Service Manager* at all reasonable times and provides copies if requested.
- S810.7 Faults are reported, recorded, managed and responded to on the *Client's* AMIS.
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S815 Management procedures

- S815.1 The *Contractor* submits a Periodic Report to the *Service Manager* with the information required by this Scope alongside the *Contractor's* application for payment. The report shall demonstrate progress against the *Contractor's* plan including planned preventative maintenance undertaken or missed, Faults identified, rectified and outstanding, and the results of any tests and inspections undertaken. Each Periodic Report shall also detail any works that have been undertaken in addition those stated in the latest accepted version of the *Contractor's* plan.

S815.2 The Periodic Report is reviewed at the Periodic Review Meeting which is held within one week of the *Service Manager* receiving the report. The meeting is attended by the *Service Manager* or a delegate and by the *Contractor's* service team.

S815.3 The *Contractor* provides an Annual Report to the *Service Manager* four weeks before the end of the Financial Year. In addition to the requirements for the Periodic Report, the *Contractor* also details full condition and obsolescence of the Apparatus and provides proposals for change or investment. The *Contractor* provides details of risks or opportunities for the *Service Manager's* consideration.

S815.4 The Annual Report is reviewed at the Annual Review Meeting which is held within a week of the *Service Manager* receiving the report. The meeting is attended by the *Service Manager* and by the *Contractor's* service team.

S820 Contractor's application for payment

S820.1 The application for payment is assessed and processed based on the information uploaded by the *Contractor* into the *Client's* AMIS.

S820.2 The *Contractor* agrees with the *Client* the format of the application for payment within 28 days of the *starting date*.

S825 Security of network and information systems

S825.1 The *Client's* requirements for cyber security of information systems are detailed in Appendix V.

S830 Business resilience and continuity

S830.1 The *Contractor* develops and provides a "Business Resilience and Continuity Plan" and "Business Continuity Test Specification" aligned to the *Client's* "Business Resilience and Business Strategy". The *Contractor* reviews these annually with the *Service Manager*.

S900 Working with the *Client* and Others

S905 Sharing the Affected Property

- S905.1 In Providing the Services, the *Contractor* liaises and co-ordinates with Others, including but not limited to
- a) the *Client's* traffic control centre,
 - b) other contractors employed by the *Client*,
 - c) the Police (Metropolitan Police Service and City of London Police), London Fire Brigade, London Ambulance Service, Home Office and their contractors,
 - d) other highway authorities within and adjacent to London,
 - e) Statutory Authorities and
 - f) Others working in or near the Site.
- S905.2 In Providing the Service, the *Contractor* takes all necessary steps to avoid prejudicing the *Client's* relationship with Others owing to actions, inaction or otherwise on the part of the *Contractor's* people, Subcontractors or any other persons under their control.
- S905.3 The *Contractor* may be required to co-ordinate access to the site with Others and assists the *Client* in planning and co-ordinating all works to minimise disruption to the traffic flow and to the public.
- S905.4 The *Contractor* allows in its plan and take all reasonable steps to work within the *Client's* cyclical road closures such as those operated by the Others on the *Client's* Property.
- S905.5 Access to certain property involves crossing land owned or controlled by Others. The *Contractor* complies with any reasonable request by the owners to ensure the safety and security of their property and to establish procedures for emergency access.
- S905.6 When instructed, the *Contractor* provides traffic management, access equipment and associated attendance in accordance with the Scope for the *Client* or Others to undertake their work.

S910 Co-ordination

- S910.1 The works have a significant interface with Others in a variety of locations. These interfaces will require the *Contractor* to co-ordinate its works with Others.
- S910.2 The *Contractor* liaises and co-operates with Others in obtaining and providing, via the *Service Manager*, information required in connection with the works and the works of Others.
- S910.3 Certain operations will be carried out within or adjacent to the works by Others under separate arrangements with the *Client*.
- S910.4 The *Contractor* provides access to Others within the *Client's* Property to complete their works and shall work in a collaborative manner at all times.

S910.5 The *Contractor* holds and attends co-ordination meetings with Others who share the *Client's* Property. The *Service Manager* is invited to these meetings.

S910.6 The *Contractor* is responsible for the co-ordination of the works with the activities of Others on the site in respect of programme and technical interfaces. Failure to demonstrate this within its plan or Task Order programme may give grounds for non-acceptance by the *Service Manager*.

S915 Authorities and utilities providers

S915.1 The *Contractor* undertakes such enquiries as are necessary to identify the approximate position of services of known Statutory Undertakers and publicly and privately-owned services or supplies of any Others affected by the works and subsequently determines their exact position within the site by electro-location and hand digging as necessary.

S915.2 The *Contractor* takes all measures required by any Statutory Undertaker or the management of publicly or privately-owned services or supplies of any Others, for the support and full protection of all such services or supplies.

S915.3 Where any Statutory Undertaker or privately or publicly owned services or supplies of any Others affected by the works are subject to alteration, removal or diversion, the *Contractor* is responsible for making all arrangements with the owners and/or their agents for the execution and phasing of such works in accordance with its plan or Task Order programme.

S915.4 Should any buried services or supplies be exposed during the works, the *Contractor* notifies the Statutory Undertaker or any Others concerned, as well as the *Service Manager*, and protects the apparatus according to the requirements of that Statutory Undertaker or Other. Should any leakages or damage be discovered, the *Contractor* at once notifies the *Service Manager* and the Statutory Undertaker or Other concerned and the *Contractor* affords every facility for the repair or replacement of the affected services or supplies.

S915.5 No services or supplies are interrupted without the written consent of the appropriate authority or owner, and the *Contractor* provides a satisfactory alternative before interrupting any existing service or supply, unless otherwise instructed by the *Service Manager*.

S915.6 Disconnected apparatus is removed by the *Contractor* only with the prior consent of the Statutory Undertaker or Other concerned.

S915.7 The *Service Manager*, where appropriate, issues instructions for any permanent diversion or protection of existing private services required in the works.

S915.8 The *Contractor* makes arrangements with Statutory Undertakers and Others for the co-ordination of any work which needs to be done by them or their contractors concurrently with the relevant *services*. The *Contractor* ascertains and complies with the period of notice to be given in each and every instance.

S915.9 Services to individual properties are not generally shown on record drawings. The *Contractor* makes arrangements with Statutory Undertakers and Others for locating, protecting and/or undertaking disconnection or diversion of services or supplies necessitated by the works.

S915.10 The *Contractor* reports to the *Service Manager* with 24 hours any damage done to any privately or publicly owned services or supplies, plant, equipment, apparatus or works and where so instructed by the *Service Manager* effects repairs as soon as is reasonably practicable. Should the owner of the damaged plant, equipment, apparatus or works carry out the repair, the *Contractor* supplies any facilities or assistance as necessary.

S915.11 The *Contractor* ensures that all Statutory Undertakers' covers, frames, boxes, inspection chambers, fire hydrants and the like, within the limits of the site, are kept completely unobstructed at all times and provide free access for the Statutory Undertaker concerned.

S915.12 The use of water drawn from hydrants in London is based on a licensing system and the *Contractor* obtains an appropriate licence for the use of such hydrants before drawing water from them.

S920 Pavements and other highway property

S920.1 The *Client* has employed a contractor to maintain and manage certain property and assets relating to the highway including at road tunnels and pump stations (the Highway Maintenance and Projects (HM&P) contractor).

S920.2 The interface and respective roles and responsibilities of the Contractor and HM&P contractors are described at Appendix C.

S920.3 The *Contractor* co-ordinates these responsibilities with the relevant HM&P contractor.

S920.4 With the exception of the Apparatus listed in Appendix A, which shall be maintained by the *Contractor*, the Limehouse Link and East India Dock Tunnels are maintained by Others.

S920.5 The Contractor co-ordinates its activities at the Limehouse Link and East India Dock Tunnels with the relevant Others.

S920.6 The Contractor reviews the roles and responsibilities of the *Contractor* with the HM&P contractor, the Others responsible for maintaining Apparatus at the Limehouse Link and East India Dock tunnel and the *Service Manager* at regular intervals throughout the Service Period to ensure that all responsibilities are being delivered in the most effective and efficient way.

S1000 Services and other things to be provided

S1005 Services and other things provided by the *Contractor* for use by the *Client*

S1005.1 At the Fore Street Tunnel Offices, the *Contractor* provides and services for the sole use of the *Client*

a)	air-conditioned office space	20m ²
b)	office desks (adjustable height 1.6m x 0.8m)	3
c)	3-drawer pedestals with lockable drawers	3
d)	office chairs (adjustable seat, tilt and backrest)	3
e)	personal storage locker	5
f)	locking storage cabinet (2m x 1m x 0.47m)	1
g)	locking storage cabinet (1m x 1m x 0.47m)	1
h)	space for colour laser printer	1
i)	cars*	3
j)	electric vehicle charging point (50kw rapid charge)	1
k)	hardstanding car parking space	2

* 2 cars to be garaged at the *Client's* premises elsewhere.

S1005.2 At the Fore Street Tunnel Offices, the *Contractor* provides and services for shared use between *Client* and *Contractor*

a)	air-conditioned interview room	10m ²
b)	suitable receptacles for recycling	√
c)	male and female WCs	√
d)	shower facilities	√
e)	secure covered cycle storage spaces	4
f)	tea and coffee making facilities	√
g)	microwave oven	√
h)	refrigerator	√
i)	first aid box	√

S1005.3 Cars for the sole use of the *Client* are to be as specified in Appendix P and shall be replaced with new every 4 years. Cars for sole use by the *Client* shall meet the following Specification:

- White 4/5 door saloon or hatch
- Fully powered by electricity with 200 mile minimum range
- Flashing orange light bar installed
- Emergency breakdown and recovery service
- GPS tracking system fitted

- f) Fire extinguisher fitted
- g) First aid kit fitted
- h) Provision of road tax, fully comprehensive insurance for all Client staff and servicing to be provided by the Contractor
- i) Fuel card to service all fuel expenses
- j) Valeting undertaken inside and outside every two months.

S1010 Services and other things to be provided by the *Client*

- S1010.1 The schedule of accommodation, service areas and spares to be made available by the *Client* for the *Contractor's* use is shown in Appendix Z.
- S1010.2 Some of the things provided by the *Client* will be in a “used” condition. The *Contractor* inspects these services and other things to determine their condition. The *Contractor* carries out any renewal and refurbishment required to bring these things to a condition suitable for their purpose.
- S1010.3 Prior to the *starting date* the *Client* provides the *Contractor* with access to the AMIS or provides updated asset inventory information. The *Contractor* uses the information in the AMIS or the updated asset inventory information to develop its plan.
- S1010.4 At the starting date the Client provides details of the licenced radio frequencies for each tunnel to support communication between the NMCC and the Contractor during tunnel closures.
- S1010.5 At the starting date the Client makes available to the Contractor the SCADA Applications, PLC Codes and related third party applications.
- S1010.6 The accommodation, equipment, plant, materials and services provided by the *Client* for use by the *Contractor* is for the sole use of Providing the Service.
- S1010.7 The *Contractor* returns the services and other things to the *Client* at the end of the Service Period in like condition to when the *Contractor* took possession of them.

S1100 Health, Safety and Environmental

S1105 Health and safety requirements

S1105.1 The *Client's* requirements for health and safety are detailed in the Appendix O.

S1105.2 The *Contractor* retrieves / uploads health and safety files and related data to the *Client's* AMIS. Additionally all serious injuries and significant near misses are reported via Alcumus Info Exchange within 24 hours of their occurrence.

S1110 Environmental requirements

S1110.1 The *Client's* requirements for environmental management are detailed in Appendix E

S1110.2 The *Client's* requirements for biosecurity are detailed in Appendix F.

S1115 Deleterious and hazardous materials

S1125.1 The *Client's* requirements for deleterious and hazardous materials are detailed in the Technical Specification.

S1120 Pre-construction information

S1130.1 The *Client's* pre-construction information is the appendices which includes, the Affected Property, maintenance schedules and asset inventory.

S1200 Subcontracting and specialist services

S1205 Restrictions or requirements for subcontracting

S1205.1 Where the *Contractor* is unable to Provide the Service without the use of Subcontractors or specialist suppliers, the *Contractor* will have a minimum of three subcontracts or specialist suppliers in place to provide resilience, unless agreed with the *Service Manager*.

S1210 Acceptance procedures

S1210.1 When the *Service Manager* requires the *Contractor* to provide rates and prices from Subcontractors or specialist suppliers, the *Contractor* provides a minimum of three rates and prices from its Subcontractors or specialist suppliers, unless agreed with the *Service Manager*.

S1210.2 That sufficient rates and prices have not been provided is amongst the reasons that the *Service Manager* can instruct to submit a revised quotation or make the assessment.

S1300 Work order arrangements

S1305 Works and services subject to work orders

- S1305.1 The parts of the *service* subject to works orders are
- a) Faults,
 - b) Incidents,
 - c) any recoveries made by the recovery service and
 - d) any damage by Others.

S1310 Work order procedure

- S1310.1 Work orders are raised on the *Client's* AMIS by the *Client*, or by the *Contractor* if required by the Scope.
- S1310.2 The *Contractor* records on the asset information management system the planned date for works, the contact details for the *Contractor's* people, the requirements, the conditions to be achieved, the forecast price of the works, the final assessment price of the works, the location within the Affected Property and any other requirements of the Scope.
- S1310.3 The *Contractor* records the date that the works are complete on the asset information management system and provides the information required by the Scope.
- S1310.4 Work orders are assessed in the same way as Task Orders in the contract.
- S1310.5 The term "work order" may be given another title in the *Client's* AMIS.
- S1310.6 Where relevant, the *Contractor*
- a). updates the *Client's* AMIS,
 - b). provides records of site surveys undertaken and
 - c). updates the Health and Safety File with
 - i. full details of the Task Order,
 - ii. the nature and location of significant services,
 - iii. as-built drawings,
 - iv. details of any residual hazards or risks associated with the works and information about anything encountered whilst Providing the Service.

For Work Orders the *Contractor* completes these activities within 14 days of the date that works have been completed on site or sooner if required by the Scope.

For Task Orders, the *Contractor* agrees with the *Service Manager* the dates for completion of these activities.

- S1310.7 The *Contractor* allows for the provision of any information required in the Task Order programme along with any other information required by the Scope.

S1500 Accounts and records

S1505 Additional records

S1505.1 In addition to the requirements of the contract, the *Contractor* keeps detailed records of:

- a) timesheets, site records and work allocation sheets where required by the Scope, or when assessing Defined Cost, or where the unit in the Price List is a measure of time, including a detailed description of the nature of the work carried out,
- b) reconciliations of materials incorporated into the works,
- c) procurement records of Equipment, Plant and Materials showing that best value has been achieved and
- d) records of stock holdings to the requirements of the Scope.

S1800 Information Modelling

S1805 Information Model requirements

S1805.1 The *Client's* Information Model requirements are found in Appendix K.

S2200 Condition of the *Client's* Property

S2205 Assessing the condition of the *Client's* Property

- S2205.1 General Inspections, Principal Inspections and Special Inspections undertaken in accordance with the Design Manual for Roads and Bridges, CS 450 (inspection of highway structures) and/or CS 452 (inspection and records for road tunnel systems) are carried out by Others.
- S2205.2 The *Contractor* carries out all other statutory, regulatory, codes of practice and standard inspections, including superficial inspections to CS 452, testing and maintenance as required to Provide the Service. Where operation and maintenance (O&M) manuals are not available or not clear on the requirements, the *Contractor* uses good industry practice, follows the manufacturer's recommendations and follows any professional guidance available.
- S2205.3 If any Fault or deficiency is found that affects the ability of the *Contractor* to safely maintain or inspect an Asset without a change to the existing safe system of work or results in a breach of the MOR, the *Contractor* makes safe and informs the *Service Manager* immediately.
- S2205.4 The *Contractor* provides the *Service Manager* with all inspection and test results, signed by a competent person in electronic form within 28 days of completion of the test and/or inspection.