



TRAFFIC TECHNOLOGY CONTRACT (TTC)

BETWEEN

(1) TRANSPORT FOR LONDON

**(2) TELENT TECHNOLOGY SERVICES
LIMITED**

LOT 8 (CCTV – PAN LONDON)

VOLUME 2 of 5

Initialled

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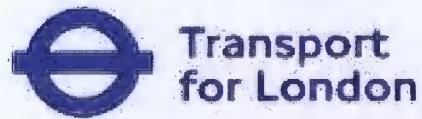
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For and on behalf of Telent Technology Services Limited

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For and on behalf of Transport for London

Date

23.....MARCH.....2023



TRAFFIC TECHNOLOGY CONTRACT (TTC)

LOT 8 (EIGHT) – CCTV OUT-STATION

Schedule 3

Statement of Requirements

Part 4 – Maintenance

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Schedule 3

STATEMENT OF REQUIREMENTS PART 4: MAINTENANCE

PART 4: MAINTENANCE

This Part 4 of the Statement of Requirements will not be read in isolation but will be read and complied with in conjunction with all other parts of the Statement of Requirements.

This section outlines the Contractor's obligations to provide Maintenance Services within the ILot, including, but not limited to:

- Reactive Maintenance, including attendance at Directions issued by the Authority;
- Emergency Maintenance;
- actions required where Third Party Damage occurs;
- responsibilities relating to Vermin, Vandalism and Graffiti; and
- Preventative Maintenance, including but not limited to Periodic Inspections, Condition Assessments, and Electrical Installation Inspections.

Maintenance activities to be carried out by the Contractor under the Fixed Unit Rate will include but not be limited to:

- attendance at all Faults, making the Site Safe and the Rectification of any Faults in accordance with the Service Levels;
- Rectification of all Faults at a Site excluding those arising from Third Party Damage;
- Managing and progressing Third Party Faults including liaison with the CCTV In-Station System Support Contractor and Communications Provider;
- Managing Faults through the Authorities asset management System;
- Responding to Direction Faults;
- In the case of an Emergency Fault, attending the relevant Site and making that Site safe within the response time set out in **section 4.5** of this Schedule 3 from the point the Emergency Fault is notified to the Contractor via the System;
- Periodic Inspections and cleaning, including liaison with Third Parties;
- Condition Assessments;
- Electrical Installation Inspections and issue of Electrical Installation condition report
- Recording of Site activity;
- Maintaining records of Equipment and drawings;
- Maintaining Site Hazard registers;
- Repairing Cosmetic Damage and co-ordination of Graffiti removal;

Controlling Vermin infestation;

- Managing of vegetation overgrowth;
- Visual inspection of poles and building mounted Equipment;
- Maintaining Free Issue Equipment;
- Managing Site access;
- Providing Traffic Management including management of Permitting and Lane Rental;
- Gathering all relevant information at Third Party Damage events, theft or Vandalism to assist the Authority in recovering any Third Party costs particularly the identity of the Third Party;
- Reporting theft of Equipment, Third Party Damage and Vandalism;
- Managing warranty repairs for all Installed CCTV Equipment or CCTV Equipment held by the Contractor prior to Installation where such CCTV Equipment is still covered by the original manufacturer's warranty;
- Any Civil Engineering Works required to Maintain CCTV Equipment;
- Assisting Third Parties and Stakeholders;
- Managing the interface with the CCTV In-Station System Support Contractor and Communication Provider;
- Attending any Commissioning and Modifications; and
 - (i) Miscellaneous activities including, but not limited to attendance at any Site affected by electricity supply failures,
 - (ii) Rectifying Communication Infrastructure Faults,
 - (iii) abortive call-outs where an erroneous Fault is recorded in the System,
 - (iv) attendance to assist with configuration changes or updates on site (e.g. to rectify bugs in existing equipment or minor configuration changes),
 - (v) implementation of the Change Control Procedure,
 - (vi) attendance at any Site where it is necessary for the Contractor to resolve responsibility for Communication Infrastructure Faults; and
 - (vii) attendance on site following a serious incident to carry out the same site check as a Periodic Inspection to verify the site is operating correctly.

The Maintenance Works are to be performed so that the Contract Availability Target is achieved, and such Maintenance Works are covered by the Fixed Unit Rate. Activities which are covered by the Fixed Unit Rates are collectively referred to as Regular Maintenance.

The Contractor is required to manage the Availability of the CCTV System through asset management procedures to provide a proactive, structured approach, not only to Repair Faults, but also to remove underlying problems and improve the quality of assets.

The Contractor will ensure that all CCTV Equipment is continuously kept in the in fully operational condition throughout the Equipment's operational life, thereby protecting the Authority's investment whilst contributing to providing road users with the highest level of service.

4.1. Maintenance – General Requirements		
4.1.1.	The Contractor will use the System as the primary means of conveying CCTV Equipment and Fault management information to the Authority.	Mandatory
4.1.2.	<p>The Contractor will ensure any updates to the Supported Equipment on each Site are captured on the System prior to leaving each such Site, either by direct update to the System by the Contractor or by notifying the Authority of each change to the Supported Equipment at the Site.</p> <p>Changes to volatile memory must be recorded at Site in an appropriate form (e.g. RAM sheet) and captured appropriately within the System within 1 (one) Business Day of completion of the Works</p>	Mandatory
4.1.3.	The Contractor will, at all times whilst carrying out any Maintenance activity, supply and erect appropriate signage (e.g. "CCTV Maintenance" or "Signs under Test") in accordance with the requirements contained in Schedule 16 Permitting Traffic Management and Lane Rental.	Mandatory
4.1.4.	<p>The Contractor will provide all equipment required for the Contractor to access all elements of the Site and CCTV Equipment, including but not limited to:</p> <ul style="list-style-type: none"> • steps; • mobile elevated work platform (MEWP) or cherry picker; • welfare facilities and stores • small tools • vehicles • trolley head pole lowering equipment; • safety restraints for working on building mounted equipment; and • Major Traffic Management. <p>excluding keys, passes and tokens as provided by the Authority in accordance with section 0.</p>	Mandatory

4.1.5.	The Contractor will record details of Equipment requiring for example MEWP, cherry picker, or Major Traffic Management, and other restrictions for access to carry out Maintenance of Equipment on the System as a note against the Site.	Mandatory
4.1.6.	<p>The Contractor will ensure that where CCTV Equipment is connected or disconnected or enabled or disabled, the following actions are taken by the Contractor prior to leaving the Site at any time:</p> <ul style="list-style-type: none"> • properly label all disconnected facilities indicating either a permanent or temporary disconnection; • record all actions in the Log Book; and • record, in plain English, all actions taken via the System. 	Mandatory
4.1.7.	<p>The Contractor will provide Site egress, exit and access and such assistance as is reasonably required by the Authority, including providing any necessary equipment requested by the Authority, to the Authority:</p> <ul style="list-style-type: none"> • When Faults that impact on the performance of the CCTV Equipment or CCTV systems lie outside the technical boundaries of the CCTV Equipment or CCTV systems; or • When the Authority reasonably wishes to inspect the standards of Maintenance provided by the Contractor, <p>from time to time, as may be reasonably required by the Authority.</p>	Mandatory
4.1.8.	<p>When carrying out Maintenance activities, the Contractor will, where applicable:</p> <ul style="list-style-type: none"> • Ensure appropriate co-operation and coordination with the Principal Contractor or landowner and / or occupier; • Conform to the health and safety requirements of the Principal Contractor, or landowner and / or occupier; • Conform to the security requirements of the Principal Contractor, or landowner; and / or occupier; and • ensure that any applicable way leave agreements are adhered to. 	Mandatory

4.1.9.	<p>The Contractor will liaise, where necessary or required by the Authority, with Third Parties to ensure satisfactory completion of Maintenance. This includes, but is not limited to the following:</p> <ul style="list-style-type: none"> • all necessary liaison to ensure access to any applicable control rooms and remote centres which may be required for a particular Site; and • all necessary liaison with Third Parties to ensure access for Contractor Personnel, including any necessary security passes, to restricted sites, private property and those where wayleave agreements are in place. 	Mandatory
4.1.10.	Where any boroughs within the Contract Area have not adopted the London Permit Scheme, the Contractor will apply for, and be responsible for, all New Roads and Street Works Act 1991 (" NRSWA ") opening notices required in order to carry out work on the Borough Road Network.	Mandatory
4.1.11.	Where any Maintenance has resulted in a permanent change to the Site Layout Drawing, the Contractor is responsible for updating the Site Layout Drawing and will submit to the Authority an up-issued copy of the revised Site Layout Drawing in AutoCAD format. This information will be provided to the Authority, via the System, within 7 (seven) Business Days of completion of the Maintenance.	Mandatory
4.1.12.	Sites are provided with a Hazard Register as a part of the Commissioning process. Where new Hazards are identified in connection with a Site or existing Hazards are eliminated or changed by Works, Contractors will inform the Authority with 24 (twenty-four) hours of becoming aware of it.	Mandatory

4.2. Works Orders		
4.2.1.	<p>Works that may be instructed as Works Orders by the Authority and provided by the Contractor will be those parts of the Works and Services but not included in the Fixed Unit Rates including:</p> <ul style="list-style-type: none"> • deployment of temporary camera Equipment including FDCs and RDCs; • modifications to existing Supported Equipment and Sites that constitute a minor design change; • rectification of any Third Party Damage; and • other CCTV Maintenance Works that may form part of the Services, , that are not priced under the Fixed Unit Rate. <p>Works instructed as Works Orders are referred to as Ordered Maintenance.</p>	For Information Only
4.2.2.	<p>The Contractor will be prepared to mobilise and commence Ordered Maintenance activities specified in a Works Order at a minimum of 2 (two) hours' notice if instructed to do so however the expected lead in time to start of activities will be 10 (ten) days from issue of the Works Order.</p>	For Information Only
4.2.3.	<p>Works Orders will be raised on the System by the Authority and will be carried out by the Contractor in accordance with the requirements supplied by the Authority, details of which may include:</p> <ul style="list-style-type: none"> • supplementary information with written description of requirements including dates and times of activities; • Fault reference number (if work is to Rectify a Fault); • a price for the works; and • Any items listed in paragraph 1.8.4 of Part 1 of Schedule 3. 	For Information Only

4.2.4.	<p>The Contractor will record at least the following information on the System within 5 (five) days or any lesser period requested in the Works Order:</p> <ul style="list-style-type: none"> • the planned date(s) for Works; • the contact details for the Contractor Personnel; • the conditions to be achieved; • any risks perceived in undertaking such works; • a price for the works based on the Schedule of Rates items in Schedule 6 part B; • the final Price for the Works; and • any other requirements of the Works Order which may include items listed in paragraphs 1.8.5 and 1.8.6 of part 1 of Schedule 3. <p>along with any other information requested by the Authority from time to time.</p>	Mandatory
4.2.5.	Works Orders are assessed in the same way as Works Instructions.	For Information Only
4.2.6.	The Contractor will record the date the works are completed on the System and provide information to meet the minimum requirements as required by the Works Order and/or as required in paragraphs 4.2.4 and 4.2.9 .	Mandatory
4.2.7.	The Authority may choose at its own discretion to attend the Commissioning of the works required by a Works Order.	For Information Only
4.2.8.	Where the Authority does not attend the Commissioning, the Contractor will supply photographs of the before and after state of the modified/repaired Equipment as evidence of successfully Delivered Works in addition to updated Documentation detailed in paragraph 4.2.9 .	Mandatory

4.2.9.	<p>Where required by the Works Order the Contractor will update the System Site Information upon Delivery of the Works with, at least the following updated Documentation:</p> <ul style="list-style-type: none"> • Site Layout Drawing; • photographs of the modified or repaired Equipment; • Takeover Certificate; • Electrical Test Certificate; • details of residual Hazards or risks associated with the Site, <p>along with any other Documentation requested by the Authority from time to time.</p> <p>Handover of the Installed Equipment into Maintenance including all Documentation and updates to the System will be as set out in section 1.12 of part 1 of Schedule 3.</p>	Mandatory
4.2.10.	The Authority will confirm the Works in the Works Order are complete in accordance with section 1.12 of part 1 of Schedule 3 .	Mandatory
4.2.11.	The Contractor will be entitled to payment in accordance with Schedule 5 for certified completion of a Works Orders.	For Information Only
4.2.12.	The Contractor will (unless the Authority has requested purchase only) install the equipment and will carry out such LAT and/or SATs as are necessary (as per Section 2.5, Part 2 of Schedule 3) to ensure that the equipment is functioning correctly in all material respects, and is in accordance with its documentation, this Contract and any applicable parts of the Statement of Requirements.	Mandatory

4.3. Electricity Supply Failure		
4.3.1.	In the event of an electricity supply failure at a Site, the Contractor will, on first attendance at the Site, in response to a Fault, confirm to the Authority whether the failure is the responsibility of the Contractor or that of the ETP. Where the failure is the responsibility of the ETP, the Contractor will report the failure to the host ETP and notify the Authority, via the System, with all relevant details, as soon as possible and at the latest prior to leaving the Site. Where the responsibility for the failure is not that of the ETP, the Contractor will manage the Fault in accordance with the process in Annex M1: Corrective Maintenance Process.	Mandatory
4.3.2.	Where an electricity supply failure is the responsibility of the ETP, the Contractor shall, after 15 days of the Fault being accepted by ETP, liaise with the ETP no less frequently than every 7 days in order to resolve the failure in as timely manner as possible.	Mandatory
4.3.3.	NOT USED	Mandatory
4.3.4.	Where the Contractor erroneously reports a failure to an ETP, the Contractor will be liable for abortive charges levied on the Authority by the ETP. The Authority's decision of this is final.	Mandatory

4.4. Fault Management Process		
4.4.1.	The Contractor will manage all Faults in accordance with the process shown in Annex M01: Corrective Maintenance Process .	Mandatory
4.4.2.	<p>The Authority will confirm Faults 24 (twenty-four) hours a day (365/366 days a year), via the System, and will include at least the following details:</p> <ul style="list-style-type: none"> • location of the Fault; • description of the Fault; • the time of notification; and • the time the Fault was initially recorded, <p>and any other information required by the Authority from time to time.</p> <p>In the event of System failure, the Authority will reserve the right to confirm only Emergency Faults, Directions, and any other Faults it deems to be of high priority, via email or telephone, to the Contractor.</p>	For Information Only
4.4.3.	The Contractor will initially attend all reported and confirmed Faults relating to CCTV Out-Station sites, Operator Interface sites, Network Node sites and Taxi Rank Queue Monitoring System Sites. For the avoidance of doubt, CCTV In-Station Data Centre sites and tunnels CCTV System sites are not included in this Contract.	Mandatory
4.4.4.	The Contractor will determine the appropriate action to take in response to any Fault in order to comply with the relevant Performance Measures.	Mandatory
4.4.5.	Given the nature of the CCTV Equipment, the cause of some Faults may be diagnosed remotely. Remote diagnostic activities will be recorded by the Contractor against the Fault in the System. Where remote diagnostics cannot provide satisfactory evidence of the nature of the Fault to allow a Repair, or for it to be passed over to any Third Party, the Fault will be considered ineligible for Exception until on-site attendance is completed and satisfactory evidence gained. These activities will also be recorded on the System in order to secure an Exception where Third Party action is required.	Mandatory

4.4.6.	<p>The Contractor will provide the Authority with the time at which the Contractor will be in attendance at a Fault, via the System, within 30 (thirty) minutes of the Fault being confirmed by the Authority, in the following circumstances, including but not limited to::</p> <ul style="list-style-type: none"> • attendance at an Emergency Fault; • where the Contractor has been requested to attend a Fault by the Authority by means of a Direction; • where a Fault has been confirmed for more than 48 (forty-eight) hours and has remained unattended, when requested by the Authority; • where a Fault is related to Severe or Serious Congestion, when requested by the Authority; or • from time to time as reasonably requested by the Authority 	Mandatory
4.4.7.	<p>The Contractor will maintain and operate a Despatch Centre from the Works Commencement Date to ensure expedient response to Faults during the Term and inform the Authority of the address and contact details (including mobile telephone and email address) of the same and any changes thereto, prior to such changes becoming operational.</p>	Mandatory
4.4.8.	<p>The Contractor's Despatch Centre will operate 24 (twenty-four) hours a day (365/366 days a year) and respond to contact by the Authority by telephone at all operational times.</p>	Mandatory
4.4.9.	<p>The Contractor will provide all necessary communications equipment to support the requirements of this Contract, in particular with regard to communication between the Contractor's Despatch Centre, and the Contractor's Site-based representatives (including Sub-Contractors)</p>	Mandatory

4.4.10.	<p>First line Repair:</p> <ul style="list-style-type: none"> • The Contractor will perform all Repairs and replacements to the systems and installations at all CCTV Out-Station Sites, Operator Interface sites and Network Node sites. • The Contractor will ensure all CCTV Equipment is mechanically secure and not a hazard • The Contractor will Repair or replace all failed Equipment. <p>Other than the limited quantity of Free Issue Equipment available from the Authority the Contractor is required to supply Spares within the Equipment Maintenance category Fixed Unit Rates. The current Authority Free Issue Equipment list is included in Annex M5.</p>	Mandatory
4.4.11.	<p>A set of factory default images (back-up copies) of all default operating software configuration for OIFs and RVC decoder PCs will be provided by the Authority, within 8 (eight) weeks of the Contract Commencement Date. It will then be the Contractor's responsibility to obtain updated images from the CCTV In-Station System Support Contractor for the duration of the Term (following any update of either the OIF/RVC software and/or hardware configuration to allow first line software support by the Contractor)</p>	Mandatory
4.4.12.	<p>Second line Repair:</p> <ul style="list-style-type: none"> • the Contractor will perform second line Repair and where items have been removed from Site and replaced, these will be Repaired and returned to service or held in stock as Spares or alternatively failures replaced with new Equipment; • new OIF and RVC Decoder PCs are covered by an initial manufacturers' warranty as detailed in 0. The Contractor will provide facilities for manufacturer's appointed agent to test and repair any "in warranty" failed PC either at the Contractor's facility or the Authority's premises; <p>all out of warranty OIF and RVC Decoder PCs removed, will be Repaired and returned to service (or held in stock as Spares) or alternatively failures will be replaced with new Equipment.</p>	Mandatory

4.4.13.	Software support for all CCTV System software and Servers Installed at the Authority's Data Centres will be provided by the CCTV In-Station System Support Contractor.	For Information Only
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4.5. Directions		
4.5.1.	The Contractor will respond to a Direction within the timeframe specified by the Authority as set out in Part 1 of Schedule 5 .	Mandatory
4.5.2.	The Authority reserves the right to direct the Contractor to attend Sites and Faults in precedence over the Contractor's defined activities – a "Direction" . Directions are specific to a Site and/or Fault.	Mandatory
4.5.3.	The Authority will enter Directions into the System with the detail of the Fault to which the Direction relates, including but not limited to, stating the date and time of the Direction and the name of the Authority's representative making the Direction.	For Information Only
4.5.4.	All Direction Faults must have the contact details of the Contractor Personnel who is the attending engineer listed on the Fault in System by the Contractor will be responsible for the Fault through to full Clear.	Mandatory
4.5.5.	Failure to meet the required Direction acknowledgement, Response or Resolution times will result in a Service Failure Abatements (SFAs) as detailed in Schedule 5 Price and Payment.	Mandatory
4.5.6.	<p>Direction Faults Procedure:</p> <p>Within 1 (one) hour ("Response Time" limit) of a Direction Fault being confirmed the Contractor must enter an initial response in the System. The Contractor will provide in the response text the name and telephone (or mobile) number of the attending engineer who must be contactable on this number for the duration of the Direction Fault. If the attending engineer changes for any reason during an open Direction Fault period, then the details of the new attending engineer (including new telephone or mobile number) must be recorded in the System. Any change of engineer will not change or reset any Direction Response Time.</p> <p>Within 2 (two) hours ("Resolution Time" limit) of the Fault being confirmed either a full Clear or valid Exception must have been entered on the System.</p> <p>If the Fault has not been resolved within 4 (four) hours of the Fault being confirmed, an update must be entered on System and subsequently every 2 (two) hours until a full Clear or Valid Exception has been entered.</p>	Mandatory

	<p>Between the hours of 06:00 to 22:00 each day (365/366 days a year), the Contractor will have dedicated technical resources available to meet the Direction Fault Response and Resolution Times as detailed above.</p> <p>The Authority accepts that during the overnight period between 22:00 to 06:00 the Contractor may have reduced technical resources available. Therefore, where a Direction Fault has a confirmed time between 22:00 and 05:59 each day (365/366 days a year), the Contractor will be permitted to enter an Exception. This Exception will be allowed with a lift time of 06:00 if this has been entered into System within 1 (One) hour of the Direction Fault being confirmed in System. Following the automatic lifting of this Exception at 06:00, normal Direction Fault Response and Resolution Times as detailed above will apply.</p> <p>If an Exception is not entered, the Contractor will be subject to the Service Failure Abatements as detailed in Schedule 5 Price and Payment.</p>	
4.5.7.	<p>Interface on Directions with CCTV In-Station System Support Contractor.</p> <p>If support is required from the CCTV In-Station System Support Contractor to resolve the Direction Fault, a Related Fault must be raised against the CCTV In-Station System Support Contractor on System within 2 (two) hours of the Fault being confirmed and/or following expiration of the 22:00 to 06:00 Exception. For the avoidance of doubt the Contractor's original Direction Fault must remain open.</p> <p>The Related Fault raised by the Contractor to the CCTV In-Station System Support Contractor must be given a Fault Service Level of (FSL): Critical". Once the Fault has been confirmed in System the Contractor must immediately follow this up with a telephone call to CCTV In-Station System Support Contractor's service desk to confirm receipt of the Fault and provide any further information or support required. For Faults raised out of office hours (office hours are 09:00 to 17:00 on all Business Days) the Contractor will contact the CCTV In-Station System Support Contractor in accordance with their out of hours Fault reporting process.</p> <p>Where a Fault has been raised to the CCTV In-Station System Support Contractor an initial Exception can be entered on the original Direction Fault. This initial Exception will be allowed for a 2 (two) hour period. Within this 2 (two) hour initial Exception period the Contractor must have made contact by telephone with</p>	Mandatory

	<p>the CCTV In-Station System Support Contractor and recorded this in the System on the original Direction Fault. This must include the name and contact details of the CCTV In-Station System Support Contractor engineer allocated to the CCTV In-Station System Related Fault.</p> <p>Subsequent Exception extensions will be allowed for 2 (two) hours at a time until either the CCTV In-Station System Support Contractor has entered a full Clear, a valid Exception or has demoted the Fault to an FSL: 2 or lesser Fault Service Level.</p> <p>Where the CCTV In-Station System Support Contractor has entered any other valid Exception on the Related Fault, the Contractor will be able to enter an Exception extension against the original Direction Fault to match the Exception lift date and time of the CCTV In-Station System Support Contractor's valid Exception.</p> <p>Where the CCTV In-Station System Support Contractor has demoted the Related Fault to an FSL: 2 or lower Fault Service Level the Contractor will be able to enter an Exception extension on the original Direction Fault to match the resolution time applicable to the FSL level that the Related Fault has been demoted to the Fault Service level response and resolution times applicable to the CCTV In-Station System Support Contractor are provided in the table 4.5.8 below.</p> <p>The CCTV In-Station System Support Contractor will be entitled to apply an Exception for FSL: Critical and FSL:1 Faults confirmed time between 22:00 and 05:59 each day (365/366 days a year).</p> <p>The Contractor will not enter a full Clear on a Direction Fault passed to the CCTV In-Station System Support Contractor, until the CCTV In-Station System Support Contractor has entered a Full Clear on the Related Fault and this has been confirmed by the Authority.</p> <p>All relevant communication between the Contractor and the CCTV In-Station System Support Contractor must be recorded on the original Direction Fault by the Contractor in the System (including telephone calls, e-mails, text or instant messenger messages).</p>						
4.5.8.	<p>Table 4.5.8 - Fault Service Levels (FSL) Applicable to the CCTV In-Station System Support Contractor</p> <table> <tr> <th rowspan="2">Fault Service Level</th><th colspan="2">Measurement Point</th></tr> <tr> <th>Response</th><th>Resolution</th></tr> </table>	Fault Service Level	Measurement Point		Response	Resolution	For Information Only
Fault Service Level	Measurement Point						
	Response	Resolution					

	FSL: Critical	1 hour	2 hours	
	FSL:1	1 hour	4 hours	
	FSL:2	168 hours (7 days)	2160 hours (90 days)	
	FSL:3	168 hours (7 days)	2160 hours (90 days)	
	FSL:4	168 hours (7 days)	2160 hours (90 days)	
	FSL:5	168 hours (7 days)	2160 hours (90 days)	
4.5.9.	Exceptions will be reasonably granted against other non-critical Repairs or activities which will have to be delayed as a result of such Directions where the Contractor makes the Authority aware of such implications at the time of attending the Direction.			Mandatory
4.5.10.	Direction limits: The Authority will limit itself to an average of 4 (four) Directions per Reporting Period (nominally 28 (twenty-eight) days) measured over a rolling 13 (thirteen) Reporting Periods.			Mandatory
4.5.11.	Direction Service Level Indicators ("SLIs") and Service Failure Abatements ("SFAs"): Service Level Indicators cover failure to action Directions within the prescribed time limits as detailed in paragraph 4.5.6. Service Level Abatements will also apply for any failure to action Directions within the prescribed time limits as detailed in paragraph 4.5.6.			Mandatory

4.6. NOT USED		
4.6.1.	INTENTIONALLY LEFT BLANK	

4.7. Emergencies		
4.7.1.	The Contractor will carry out any Emergency Maintenance necessary to make a Site Safe as a matter of urgency, in priority to all other Faults (which are not Emergency Faults).	Mandatory
4.7.2.	Within 2 (two) hours of discovering or being made aware of the Fault by the Authority, the Contractor will make Safe all Emergency Faults and update the appropriate information within the System including but not limited to photographic evidence of make Safe actions.	Mandatory
4.7.3.	The Contractor will provide the Authority with a means and process of escalation, within the Contractors Execution Plan via the Despatch Centre, in the event that the Contractor does not respond to an Emergency Fault in accordance with required timescales as set out above in paragraph 4.7.2. The process of escalation shall be available to the Authority 24 (twenty-four) hours a day (365/366 days a year).	Mandatory
4.7.4.	The Contractor shall not be required to obtain prior authorisation from the Authority in order to carry out reasonable Emergency Maintenance necessary to make a Site Safe, but will inform the Authority of the Emergency Maintenance carried out, within 24 (within-in) hours, by raising a retrospective fault on the System and update the appropriate asset information within the System including but not limited to a written description of the corrective actions undertaken and photographic evidence of the make safe actions.	Mandatory
4.7.5.	In carrying out Emergency Maintenance, the Contractor will liaise with any Third Parties necessary to ensure it makes the affected Site Safe as quickly as possible.	Mandatory

4.8. Third Party Damage

4.8.1.	<p>When Third Party Damage occurs or a Fault or Emergency Fault is raised in relation to Third Party Damage, the Contractor shall be responsible for repairing any / all damaged Supported Equipment, including pole retention sockets, and the reinstatement of the highway where required, as part of its Maintenance obligations.</p> <p>In the event of any Third Party Damage, the Contractor will:</p> <ul style="list-style-type: none">• if required, carry out in accordance with section 4.7 Emergencies to the damaged Installed CCTV Equipment to make it safe from all potential electrical hazards; and secure all physical parts of the Supported Equipment such that no electrical and mechanical hazards are presented to Contractor Personnel, members of the emergency services and the general public;• inform the Authority in writing of the extent of the damage and any unreported Fault is reported via the System;• inform the Authority of any relevant supplementary information, a description of the work involved to Repair the damage and a quotation for the repair costs as per the Works Order requirements in section 4.2;• use all reasonable endeavours to obtain as much photographic evidence of the damage and of the location in context and submit this to the Authority via the System before leaving the Site;• report the incident to the Police and obtain a Police crime reference number;• where necessary, remove damaged equipment as evidence;• take positive action to identify those responsible for the damage by recording any relevant details via the System, for example, date, time, Police incident reference, vehicle registration numbers, name and address of the Third Party that caused the damage and, where the cause may be attributed to road works, courtesy board details This will include, where possible, taking photographic evidence of the Third Party suspected to have caused the damage, to the extent permitted by law; and	Mandatory
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	<ul style="list-style-type: none"> undertake Repairs as agreed with the Authority via the System. 	
4.8.2.	The Contractor will as part of Regular Maintenance provide all reasonable support to the Authority in any pursuant claim or prosecution reasonably brought against a Third Party or a Third Party's insurer in relation to Third Party Damage by the Authority.	Mandatory
4.8.3.	The Contractor will manage liaison with any relevant Third Party Suppliers and any such actions will be recorded in the System.	Mandatory
4.8.4.	If it is necessary to disconnect facilities, these must be properly labelled to show whether this is a permanent disconnection or temporary and any such actions shall be recorded in the System.	Mandatory
4.8.5.	The Contractor will be entitled to charge the Authority for obtaining photographic evidence as required in paragraph 4.8.1 by including the relevant pricing from Schedule 6 in the Quotation submitted by the Contractor in respect of the relevant Rectification. However, the Contractor will not be entitled to charge for any other time spent in obtaining or seeking to obtain any other types of evidence	Mandatory
4.8.6.	<p>The Contractor will ensure that prior to Rectifying a Fault with CCTV Equipment at a Site, sufficient checks are completed to determine the nature of the failure as well as the likely cause of such failure and shall notify the Authority of these checks and results together with any related evidence via the System.</p> <p>The Authority may assess the results of the checks and, subject to any audit or other verification process required by the Authority, will be responsible for selecting the approach to repair or reinstatement of the relevant CCTV Equipment at the Site and, where the Authority elects for such repair or reinstatement to be carried out as part of the Services, the Authority will issue a Works Order or Works Instruction for the repair or replacement of the relevant Equipment.</p> <p>Where the Contractor fails to perform sufficient checks in relation to the Third Party Damage causing a Fault with CCTV Equipment at a Site and/or proceeds to Rectify the Fault without having first received a Works Order from the Authority in accordance with the process set out above, such works will be considered to have been completed</p>	Mandatory

	under the Fixed Unit Rate and the Contractor will not be entitled to apply for reimbursement of its costs.	
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4.9. Vermin		
4.9.1.	For the purposes of this section 4.9 Vermin includes, but is not limited to, mice, rats and other rodents.	For Information Only
4.9.2.	Protected species found in the course of Maintaining the Supported Equipment should be managed as set out in Schedule 25 Environment Requirements	Mandatory
4.9.3.	The Contractor will remove any Vermin infestation affecting Supported Equipment in the Contract Area and subsequent cleansing.	Mandatory
4.9.4.	The Contractor will notify the Authority immediately upon becoming aware of a Vermin infestation by raising a Fault on the System advising of the measures taken by the Contractor to deal with the Vermin infestation. If this information is not provided within 7 (seven) days of the Contractor becoming aware of the infestation, any subsequent Fault at that Site will not be eligible for an Exception.	Mandatory
4.9.5.	In relation to any outstanding occurrences of Vermin infestation, the Contractor will provide weekly updates to the Authority, via the System, detailing the actions taken by the Contractor in order to remove the infestation.	Mandatory
4.9.6.	The Contractor will ensure that all ducts for cabling relating to Supported Equipment are sealed in ground chambers and controller cabinet roots with a rodent inhibitor and appropriate gas impermeable seal.	Mandatory

4.10. Vandalism		
4.10.1.	The Contractor will notify the Authority of any instance of Third Party Damage resulting from Vandalism, providing all known details to the Authority, by raising the appropriate fault and providing all necessary information in the System, including where possible the cause of such Third Party Damage.	Mandatory
4.10.2.	<p>The Contractor Personnel will, on attending the Site and finding that there is Vandalism, take the following actions:</p> <ul style="list-style-type: none"> • assess the safety implications of the damage in context to its location; • put in place or make the necessary arrangements to make the Site Safe; • report the incident to the Police and obtain a Police crime reference number; • report directly onto the System the nature of the damage or Faults to be Repaired and any action taken; • take photographic evidence of the damage and effected location and submit this to the Authority via the System as soon as possible, and in any event, not more than 5 (five Business Days of attending site.; • take action to identify those responsible for the damage by recording any relevant details in the System, for example, date, time, Police incident reference, vehicle registration numbers, name and address of the Third Party that caused the damage and, where the cause may be attributed to road works, courtesy board details This will include, where possible, taking photographic evidence of the Third Party suspected to have caused the damage, to the extent permitted by law; and • Rectify the Fault in the same way as other Third Party Damage. 	Mandatory
4.10.3.	If it is necessary for the Contractor to disconnect facilities as a result of Vandalism, these must be properly labelled to show whether this is a permanent or temporary disconnection and record such actions will be recorded in the System.	Mandatory

4.10.4.	Damaged Equipment will be retained by the Contractor in safe storage for a for at least 1 (one) month. Where the Contractor wishes to dispose of such Equipment, it will provide the Authority with one month's notice of its disposal and where necessary take additional photographs and evidence to support any insurance claims by the Authority. The Authority reserves the right to inspect any Equipment.	Mandatory
4.10.5.	The Contractor will put in place the necessary processes to ensure a full and effective Repair is achieved in timescales that will maximise overall Availability.	Mandatory
4.10.6.	Rectification of Vandalism is to be performed under the Works Order Mechanism and remains subject to the authorisation process set out in section 4.2 .	Mandatory
4.10.7.	The Contractor will include an allowance within the Fixed Unit Rate to provide all reasonable support to the Authority in any claim or prosecution brought against the Third Party in relation to Third Party Damage resulting from Vandalism.	Mandatory

4.11. Cosmetic Damage and Graffiti		
4.11.1.	<p>Cosmetic Faults are damage caused by wear and tear which does not prevent the Equipment from functioning but may have the following secondary effects:</p> <ul style="list-style-type: none"> • residual damage which does impair the functioning of Equipment; and • visible damage which could have reputational impact. <p>Examples include, but are not limited to, painted coverings or surface rust.</p>	For Information Only
4.11.2.	Cosmetic Faults will be reported by the Contractor as Faults on the System. Correction of Cosmetic Faults is required through a Service Level Indicators set out in Schedule 4.	Mandatory
4.11.3.	The Contractor will rectify Cosmetic Damage within the Fixed Unit Rates.	Mandatory
4.11.4.	The Contractor will , within 1 (one) Business Day report to the Authority, by raising the appropriate fault and updating asset information, including but not limited to photographic evidence, in the System of all instances of Graffiti on Supported Equipment in the Contract Area.	Mandatory
4.11.5.	<p>The Contractor will within 2 (two) hours of discovery notify the Authority by raising a fault through the System where the Graffiti:</p> <ul style="list-style-type: none"> • is of a racially motivated nature; • is of an abusive nature; • is of an offensive nature; • is of a language other than English; • could eventually prevent the correct operation of Supported Equipment and thereby affect Availability; or • is likely to obstruct quick repair access by the Contractor. 	Mandatory
4.11.6.	The Contractor will take photographic evidence of all Graffiti and submit this to the Authority via the System prior to leaving Site.	Mandatory

4.11.7.	The Authority will instruct a Graffiti removal contractor to remove the Graffiti as soon as possible following notification to the Authority by the Contractor of the existence of the Graffiti.	For Information Only
4.11.8.	For the avoidance of doubt, damage which appears to be Graffiti but, in fact, impairs the function of the Equipment and affects Availability, is deemed to be Vandalism.	For Information Only

4.12. Vegetation and Tree Overgrowth		
4.12.1.	The Contractor will co-ordinate activities such as pruning, pollarding, or removal of vegetation and tree overgrowth which is identified during a Periodic Inspections or recorded on the Site Hazard register.	Mandatory
4.12.2.	The Contractor will liaise with the Authority and Third Parties which may include Local Borough highways authorities to arrange where practical the removal of overgrowth and prune trees in order to restore visibility, Site access or otherwise resolve the problem.	Mandatory

4.13. Theft of Equipment		
4.13.1.	<p>If Equipment has been stolen from a Site or Contractor storage facility, the Contractor will immediately upon becoming aware:</p> <ul style="list-style-type: none"> • assess for any safety implications; • report the theft to the Police and obtain a Police crime incident reference number; • take photographic evidence of the damage and of the location in context and submit this to the Authority via the System as soon as possible, and within 7 (seven) calendar days; • Inform the Authority via the System of the nature of the Theft, any damage or Faults to be Repaired; and • Rectify the Fault in the same way as any other Third Party Damage 	Mandatory
4.13.2.	The Contractor will put in place the necessary processes to ensure a full and effective Repair is achieved in timescales that will maximise overall Availability.	Mandatory
4.13.3.	Rectification of Theft is to be performed under the Works Order Mechanism and remains subject to the authorisation process set out in section 4.2.	Mandatory
4.13.4.	Where Equipment has been stolen away from the Contractor's Stores or active Sites the Contractor will meet all of the costs of repairing or replacing any damaged or stolen Equipment.	Mandatory

4.14. Third Party Supplier Faults		
4.14.1.	<p>The Contractor will Rectify all Third Party Supplier Faults by carrying out the following actions:</p> <ul style="list-style-type: none"> • record and report accurate information to the relevant Third Party Supplier and any respective agencies; • progress the Fault to restoration of service and function; • record progressing actions and outcomes on the System; • take part in any joint Site meetings that may be required by the Authority; and • Supporting Third Party and their contractors with the repair of Third Party equipment including arranging or attending joint Site meets in order to facilitate access to the Equipment and any testing required to confirm restoration of service. 	Mandatory
4.14.2.	<p>If the Contractor complies with sections 2.2 to 2.7 inclusive of Relief Events and Excusing Causes in respect of the relevant Third Party Supplier, it will be deemed that the Contractor has made reasonable endeavours to resolve the Third Party Supplier Fault and the relevant Fault will be eligible for an Exception.</p>	Mandatory
4.14.3.	<p>Exceptions will only be awarded by the Authority where the Contractor has demonstrated and it has been accepted by the Project Manager that the Contractor has followed all the relevant processes to rectify and manage the Fault resolution. Where Exceptions are awarded Availability will be unaffected.</p>	Mandatory
4.14.4.	<p>The Authority will specify acceptable parameters for each Exception available on the System and provide as guidance to both the Contractor and the Response Desk. These typically include:</p> <ul style="list-style-type: none"> • valid Third Party contact details; • Exception lift date within reasonable time frame based on any existing contractual obligations between the Third Party and the Authority; and • recommendations for a periodic review. 	For Information Only

4.15. Software and Server Hardware Faults		
4.15.1.	The CCTV In-Station System Support Contractor will have overall responsibility for all faults relating to the CCTV In-Station servers, interconnections, including complete CCTV system failures and multiple (more than 5) Operator Interface failures with the same software issue all such faults will be reported to the CCTV In-Station System Support Contractor via the System.	For Information Only
4.15.2.	The Contractor will be allowed to create an Exception against a Fault for valid Exceptions passed to the Authority's CCTV In-Station System Support Contractor. Full details of all tests and diagnosis carried out to establish the need for this Fault to be passed to the CCTV In-Station System Support Contractor and details of current status of the system must be included in the Fault report to the CCTV In-Station System Support Contractor and in the Exception request in the System.	Mandatory
4.15.3.	<p>For clarity, the following activities will be performed by CCTV In-Station System Support Contractor:</p> <ul style="list-style-type: none"> • first line investigation of any system software issues, remotely restarting any modules, or for implementing a manual failover to the secondary Streets CCTV System. • reporting all CCTV system server network related Faults to the Authority's Technology & Data (T&D) help desk and/or the Authority's Communications Provider and where necessary arranging any joint site meetings between T&D and the Authority's Communications Provider and managing these Third Party faults until they have been fully cleared. • Repair and/or replacement of all failed servers and associated Equipment installed at the Authority's Data Centre sites (both Primary and Secondary). • managing any Third Party server and software support contracts. 	For Information Only

4.16. Operator Interface Sites Faults		
4.16.1.	Faults with Operator Interfaces will be reported on the appropriate Operator Interface site number in the System and the Contractor will be responsible for all Faults with this Equipment.	Mandatory
4.16.2.	Where an Operator Interface utilises an end user supplied monitor that is not maintained under this Contract, the Contractor must report the issue to the end user and request a replacement monitor. The Fault may be placed into Exception until a replacement monitor is provided. It is the Contractor's responsibility to replace the monitor and test the Operator Interface before a Clear can be entered on the Fault in the System.	Mandatory
4.16.3.	The Contractor will be responsible for reporting all Operator Interface network related Faults to Authority's T&D help desk and/or the Authority's Communications Provider and where necessary arranging any joint site meets between T&D and the Authority's Communications Provider and managing these Third Party faults until they have been fully cleared.	Mandatory
4.16.4.	The Contractor will be responsible for reporting all PC Equipment covered by the original equipment manufacturer's warranty and arranging for any Repairs or Site visits required by the manufacturer to Repair any such Faults.	Mandatory
4.16.5.	The Contractor will be responsible for reporting all Operator Interface common software issues affecting multiple OIFs to the CCTV In-Station System Support Contractor.	Mandatory
4.16.6.	<p>The Contractor will be allowed to create an Exception against a Fault for valid issues passed to the following Third Parties:</p> <ul style="list-style-type: none"> • the Authority's Communications Provider; • the Authority's T&D help desk; • CCTV In-Station System Support Contractor); • original PC manufacturer warranty service provider (subject to agreed warranty response times) • end user where a replacement monitor has been requested for a failed OIF monitor that is not covered by this Contract. 	Mandatory

4.16.7.	The Contractor will be responsible for overseeing and periodically reviewing any CCTV In-Station Operator Interface Fault or associated warranty Repair passed to any of the above Third Parties under an Exception until the Fault is cleared or the warranty item is Repaired and returned to service or service stock.	Mandatory
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4.17. Network Node Site Faults		
4.17.1.	The Contractor will be responsible for all Faults relating to Remote Video Client (RVC) Equipment at Network Node Sites including all associated Equipment, cabling and network interconnections These Faults will be reported on the appropriate Network Node Site in the System.	Mandatory
4.17.2.	The Contractor will report all RVC network related Faults to the Authority's T&D help desk and/or the Authority's Communications Provider and where necessary arranging any joint Site meets between T&D and the Authority's Communications Provider and manage these Third Party Faults until they have been fully cleared ensuring updates are entered on the Authority's System.	Mandatory
4.17.3.	The Contractor will report all faults on Third Party equipment connected to the RVCs located at the Network Node Site to the Third Party and manage these Third Party Faults until they have been fully Cleared. Ensuring updates are entered on the Authority's System.	Mandatory
4.17.4.	The Contractor will report all RVC PC Equipment covered by the original Equipment manufacturer's warranty and arrange for any Repairs or Site visits required by the manufacturer to Repair any such Faults.	Mandatory
4.17.5.	The Contractor will report all RVC decoder software issues to the Authority's CCTV In-Station System Support Contractor.	Mandatory
4.17.6.	<p>The Contractor will be allowed to create an Exception against a Fault for valid issues passed to the following Third Parties:</p> <ul style="list-style-type: none"> • the Authority's Communications Provider; • the Authority's T&D help desk; • CCTV In-Station System Support Contractor; and • Third Party authority 	Mandatory
4.17.7.	The Contractor will oversee and periodically review any Network Node Faults or warranty Repairs passed to any of the above Third Parties under an Exception until the Fault is cleared or the warranty item is Repaired and returned to service or service stock.	Mandatory

4.18. Inventory Plan and Maintenance of Spares and Vehicle Stock		
4.18.1.	The Contractor will carry out Preventative Maintenance on all Spares and test Equipment and for meeting or exceeding the Minimum Spares Threshold at all times. These will be properly documented, and records shall be kept of Equipment sent back for Repair and the Site location of replacement Equipment.	Mandatory
4.18.2.	It is the responsibility of the Contractor to ensure Spares are available to the Contractor Personnel to fulfil its obligations under the Contract. The Contractor will not be due an Exception for a shortage of supplies unless explicitly agreed by the Authority.	Mandatory
4.18.3.	Any replacement Equipment will be required to meet the technical specifications as detailed in Schedule 3 Part 3 – Equipment.	Mandatory

4.19. Consumables

4.19.1.	<p>The Contractor shall provide all Consumables required for undertaking the Maintenance Works within Fixed Unit Rates. Consumable items include, but are not limited to:</p> <ul style="list-style-type: none">• batteries;• fuses;• data storage media;• all Cables (Co-axial, data, mains, Cat5/Cat6 etc);• all cable jointing kits;• grease;• cleaning agents;• cable identifier tags;• cable glands;• terminal blocks;• tape• nuts, bolts and other fixings;• rust treatment, prevention and paint• lamps, tubes and other means of illumination• conduit (flexible or solid) and glands;• connectors; and• consumables for Civil Engineering Works.	Mandatory
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4.20. Delivery of Equipment to Site		
4.20.1.	The Contractor will be responsible for the delivery of all materials, plant and Equipment to Site during the Term and allowance is made within the Fixed Unit Rates. All Statements of Requirements, including but not limited to Schedule 16 will be met by the Contractor in delivering Equipment to Site.	Mandatory

4.21. Civil Engineering Works		
4.21.1.	Where deemed necessary by the Authority and notified to the Contractor, the Contractor will carry out any Civil Engineering Work associated with Maintenance and a Works Order within the timescales instructed by the Authority.	Mandatory
4.21.2.	<p>When Civil Engineering Works are urgently required to make a Site Safe following Third Party Damage, the Contractor will:</p> <ul style="list-style-type: none"> • inform the Authority via the System; • undertake such emergency repairs as are necessary to make the Site Safe as soon as possible; • be responsible for all day-to-day Site arrangements necessary whilst carrying out such works; • be responsible for permanent reinstatement of any part of the highway affected by such Rectification of the Fault; and • be responsible for issuing any statutory notices that are required prior to undertaking such Civil Engineering Works. <p>The Authority reserves the right to inspect the reinstatement of the Works and instruct remedial actions where standards are not met, at the Contractor's own cost.</p>	Mandatory
4.21.3.	Civil Engineering Works instructed by the Authority that are not to make a Site Safe shall be instructed as a Works Order or Works Instruction.	Mandatory
4.21.4.	Where the Contractor carries out Civil Engineering Works it will be responsible for Permanent Reinstatement of any part of the highway affected by such Civil Engineering Works, including road markings and white lining.	Mandatory
4.21.5.	<p>In respect of Sites which have installations that do not have ducted cables, if there is any faulty cabling the Contractor will:</p> <ul style="list-style-type: none"> • advise the Authority; • raise a Fault within the System. 	Mandatory

4.21.6.	<p>When Civil Engineering Works outside of the scope of the Services are required to Rectify a Fault, within 2 (two) Business Days the Contractor will:</p> <ul style="list-style-type: none"> • inform the Authority by requesting an Exception via the System; • detail the Civil Engineering Works required; • take all steps necessary to maximise the number of active Availability Categories in a safe manner; • liaise regularly with the body responsible for overseeing civil engineering on behalf of the Authority; and • confirm to the Authority, via the System, that the Civil Engineering Works done are sufficient to enable the Contractor to reinstate the CCTV System properly. 	Mandatory
4.21.7.	<p>When Civil Engineering Works are required to Rectify a Fault, any Exception request submitted by the Contractor will detail the Civil Engineering Works required and include any related diagrams.</p> <p>Through discussion between the Authority and the Contractor, the length of time necessary for the Civil Engineering Works to be completed will be allocated to the Exception request.</p> <p>During the agreed time to be taken to complete the Civil Engineering Works which are required as set out in the Exception request, the Contractor's Availability measures, related to the Exception, will not be affected.</p> <p>Once the Civil Engineering Works set out in the Exception request are completed to the satisfaction of the Authority and the Authority has advised the Contractor, the affected Fault will no longer be in Exception.</p>	For Information Only
4.21.8.	<p>The Contractor will be responsible for all coordination and tasks for any Civil Engineering Works they undertake, including making day-to-day Site arrangements with the Police, Highway Authorities, Communications Providers and Electricity Transmission Provider(s) and for any rearrangement of dates necessitated by its programme, and may request from the Authority a suitable contact for liaison.</p>	Mandatory

4.22. Keys, Passes, and System Access		
4.22.1.	At least 4 (four) weeks before the Works Commencement Date the Contractor will obtain passes or keys, permits to work and security clearance as may be necessary for entry to certain Sites or CCTV Equipment cabinets or rooms. These will be obtainable for named Contractor Personnel on application to the relevant authority, which will include the Metropolitan Police Service.	Mandatory
4.22.2.	The Contractor will obtain Authority permission as may be required for System access, for named Contractor Personnel, on application to the Authority.	Mandatory
4.22.3.	The Contractor will be responsible for the safe keeping of any keys, passes and system logins issued to Contractor Personnel by the Authority. Losses will be reported to the Authority and replaced at the Contractor's expense at the earliest opportunity. The loss and replacement will be confirmed promptly in writing by the Contractor. If any such items are lost, the Authority reserves the right to recover any associated costs from the Contractor as a debt.	Mandatory
4.22.4.	The Contractor will maintain an accurate and up-to-date record detailing the keys, passes and system logins issued to Contractor Personnel.	Mandatory
4.22.5.	The Contractor will make the record detailing the keys, passes and system logins issued to Contractor Personnel available to the Authority immediately upon request.	Mandatory
4.22.6.	The Contractor will ensure that all keys and passes issued to Contractor Personnel by the Authority are kept secure at all times. No copies will be made by the Contractor unless explicit written permission is obtained from the Authority and no unauthorised personnel can use or have access to the keys and passes.	Mandatory
4.22.7.	The Contractor will return any keys and passes in its possession to the Authority at the termination or expiry of the Contract in accordance with the terms of this Contract, as such items remain the property of the Authority.	Mandatory

4.22.8.	The Contractor will inform the Authority when Contractor Personnel end employment with the Contractor so that passes, keys and system logins can be returned or terminated.	Mandatory
4.22.9.	The Contractor will manage and ensure that Contractor Personnel who will be required to maintain Equipment within, Police, the Authority's or other buildings where there is a Police presence (e.g. the Surface Transport Network Management Control Centre (NMCC), London Underground Control Centre (LUCC) and NMCC and LUCC resilience facilities have Metropolitan Police Service ("MPS") vetting clearance to a minimum clearance level of "Non-Police Personnel - Level 1" (NPPV1).	Mandatory
4.22.10.	For access to Metropolitan Police Service ("MPS") premises, the MPS require an Internal Security (IS) security check and the holder to carry an MPS Identity pass (application time 3 months approx.).	Mandatory
4.22.11.	<p>For access to the Authority's premises - the Authority will be responsible for issuing passes to its premises on request. Some buildings are open 'office hours' only and some special areas are 24 (twenty-four) hours to pass holders. For general access the holder will require a Disclosure and Barring Service (DBS) check, this will give access to all non-secure areas of the Authority. For control rooms and other secure areas, MPS Internal Security (IS) checks to vetting level "NPPV1" will be required (application time 3 months approx.).</p> <p>The Contractor will provide documentary evidence that the required security checks have been completed for all Contractor Personnel. The Contractor will be required to provide the security status of all Contractor Personnel to the Authority on a regular basis. The Contractor will advise the Authority immediately if any Contractor Personnel has their security clearance revoked.</p>	Mandatory
4.22.12.	For access to Borough and Third Party premises the Contractor is responsible for obtaining, managing, and adhering to the access requirements applicable to each Borough and Third Party premises Site. Access is generally 'Office hours' and in some instances a minimum attendance notice period is required.	Mandatory
4.22.13.	For security reasons passes must always be worn while in the Authority's buildings, Borough and Third Party premises.	Mandatory

4.22.14.	For access to the London road tunnels sites at M1 Junction 1 Transmission Station and the George Green Tunnel Services Building at Redbridge Transmission Station, the Contractor shall provide advance notice to the "Maintenance and Management Contract for TfL Road Tunnels and Pumping Stations" Contractor using the Authority's Permit to Work (P2W) scheme.	Mandatory
4.22.15.	'Out of Hours' working — The Contractor will provide robust documented procedures for the health, safety and protection for lone workers. It is the Contractor's responsibility to arrange this within their own resources and the Authority requires the Contractor to submit evidence of their procedure.	Mandatory

4.23. Assistance to the Authority		
4.23.1.	<p>The Contractor will, as and when required, provide access and assistance to the Authority:</p> <ul style="list-style-type: none"> • When Faults that impact on the performance of the CCTV system lie outside the technical boundaries of the CCTV system; and • When the Authority wishes to inspect the standards of Maintenance. 	Mandatory
4.23.2.	The Contractor will, as and when required, provide appropriate Equipment and assistance to the Authority when it wishes to inspect the standards of Maintenance.	Mandatory
4.23.3.	When carrying out Maintenance Works to Out-Stations or In-Stations the Contractor will ensure appropriate co-operation and co-ordination with the Authority for Planned Events and any others working on Site.	Mandatory

4.24. Assistance and Liaison with Third-Parties and Stakeholders		
4.24.1.	The Contractor will liaise / coordinate with Third Parties to carry out Maintenance as directed by the Project Manager and / or required to complete the Works and Services.	Mandatory
4.24.2.	<p>The Contractor will maintain liaisons with all relevant Third Parties and will, when appropriate, seek advice and any necessary approvals and permissions from, but not limited to, the following:</p> <ul style="list-style-type: none"> • the Authority; • London tram operator • the CCTV In-Station System Support Contractor; • any relevant London borough(s) and the City of London; • the Network Management Control Centre ("NMCC") • the Authority's Road User Charging ("RUC") section; • the Authority's Road Network Compliance ("RNC") Enforcement section; • the Authority's Asset Operations Area Team(s) and Highway Maintenance Contractor(s); • Emergency services; • Electricity Transmission Provider(s); • Street event organisers; • Communication Provider(s); • the Authority's network services provider; • any other statutory undertakers and utility suppliers the relevant Highways England area office or Highways England agents; • Tunnel management authority; • Relevant Equipment suppliers; • Any other contractors working in the area; • Relevant landowners; and • Other Third Parties as notified to the Contractor by the Authority from time to time. 	Mandatory

4.24.3.	The Contractor will co-operate / coordinate fully with any and all of the Third Parties as necessary, in order to gain permission or agreement to the timescale and manner in which the Services are to be carried out prior to any action being taken.	Mandatory
4.24.4.	The Contractor will organise its provision of the Services such that disruption to any and all Third Parties, traffic in the area and the general public is minimised to the greatest possible extent.	Mandatory
4.24.5.	The Contractor will seek to facilitate and maintain good working relationships with Third Parties associated with the Contract in order to ensure maximum operational Availability of the Installed CCTV Equipment. The Contractor will make every reasonable effort to ensure that these relationships are not compromised in any way.	Mandatory
4.24.6.	Any breakdown in liaison with a Third Party by the Contractor or failure to gain permission or agreement to carry out the Services will be reported to the Authority via the System as soon as possible and in any event within 3 (three) Business Days. Failure to achieve Third Party agreements . is the Contractor's risk and the Contractor shall not be entitled to any compensation or relief in terms of time or cost in this regard.	Mandatory
4.24.7.	The Contractor will engage with the Communication Provider in pursuit of the Rectification of any Fault relating to Communications infrastructure.	Mandatory

4.25. Interfaces with the CCTV In-station System Support Contractor		
4.25.1.	The Contractor will ensure that it develops and maintains a good working relationship with the CCTV In-Station System Support Contractor to ensure maximum operational Availability of the Equipment.	Mandatory
4.25.2.	If following investigation of Fault, the Contractor believes that the Fault lies with the CCTV In-Station Data Centre Site, the Contractor will resolve the fault via the CCTV In-Station System Support Contractor's service desk technical support team. The CCTV In-Station System Support Contractor's service desk is available during normal office hours (09:00 to 17:00 on all Business Days)	Mandatory
4.25.3.	Out of normal office hours (06:00 to 09:00 and 17:00 to 22:00 on Business Days and 06:00 to 22:00 on non-Business Days) where an FSL:Critical or FSL:1 response is required from the CCTV In-Station System Support Contractor (e.g. where a major CCTV system Failure has occurred) the Contractor must contact the CCTV In-Station System Support Contractor by telephone using their out of hours Fault reporting procedure.	Mandatory
4.25.4.	<p>Overnight between 22:00 and 05:59 (every day including Saturdays, Sundays and public holidays) no support will be available from the CCTV In-Station System Support Contractor. The Contractor will therefore be permitted to enter the Exception on their Fault. Following the automatic lifting of this Exception at 06:00 the procedure as detailed in paragraphs 4.25.1 and 4.25.2 above will apply.</p> <p>Note it is the Authority's intention that the support provided by the CCTV In-Station System Support Contractor will move to 24/7/365 support as some point during the Term of this Contract in which case this paragraph 4.25.4 will no longer apply.</p>	Mandatory

4.25.5.	<p>Where the CCTV In-Station System Support Contractor accepts to investigate the issue further, they will be required to provide the Contractor with a System Fault number under which they are investigating the issue (i.e. either a new or existing CCTV In-station Data Centre Site System Fault number).</p> <p>The Contractor can then enter an Exception on their Fault using the CCTV In-Station System Support Contractor's Fault number as a reference to validate their Exception. In this instance the Contractor will not enter a full Clear on their original Fault, until the CCTV In-Station System Support Contractor has entered a full Clear on their Fault and this has been confirmed by the Authority.</p> <p>It is therefore essential that the Contractor liaises closely with the CCTV In-Station System Support Contractor's service desk and technical support team to ensure that both Faults are cleared in a timely manner.</p> <p>For avoidance of any doubt the Contractor will not be able to enter an Exception on their Fault until the CCTV In-Station System Support Contractor has provided a CCTV In-station Data Centre site Fault number.</p>	Mandatory
4.25.6.	<p>If following investigation of a reported In-Station Data Centre site Fault, the CCTV In-Station System Support Contractor believes that the Fault lies with an individual, Out-Station, Operator Interface or Network Nodes site, the CCTV In-Station System Support will be entitled to raise a Fault on the appropriate Out-Station, Operator Interface or Network Nodes Site in the System for investigation by the Contractor.</p>	Mandatory
4.25.7.	<p>The Contractor will respond to any Faults raised by the CCTV In-Station System Support Contractor in accordance with the Fault Management Process detailed in section 4.4 and where applicable the Direction Fault procedures detailed in section 4.5.6.</p>	Mandatory
4.25.8.	<p>Where a Fault has been raised by the CCTV In-Station System Support Contractor it is essential that the Contractor liaises closely with the CCTV In-Station System Support Contractor's service desk and technical support team to ensure that both Faults are cleared.</p>	Mandatory
4.25.9.	<p>All relevant communication between the Contractor and the CCTV In-Station System Support Contractor must be recorded on the Fault in the System by the Contractor (including telephone calls, e-mails, text or instant messenger messages).</p>	Mandatory

4.26. Preventative Maintenance

This section outlines the Contractor's responsibility to carry out Preventative Maintenance, which includes, but is not limited to Periodic Inspections and Electrical Testing and Inspections.

The activities to be carried out by the Contractor in undertaking Periodic Inspections include, but are not limited to, the following:

- Cleaning and site clearance;
- functional tests of Supported Equipment;
- safety tests in relation to Supported Equipment;
- visual inspections of Supported Equipment; and
- Supported Equipment condition check

In undertaking Periodic Inspections, the Contractor will also comply with 0, Periodic Inspections Requirements.

In undertaking Electrical Testing and Inspections the Contractor will also comply with TES-201 Electrical Standard (Inspection and Testing) for Traffic Control Assets.

In the event the Contractor fails to comply with Service Level Indicators applicable to Preventative Maintenance, Service Failure Points / Abatements as detailed in Schedule 4 Service Level Agreement will be applied.

4.26.1.	The Contractor will comply with its Preventative Maintenance Plan as set out in Annex M2: Preventative Maintenance Plan throughout the Term.	Mandatory
4.26.2.	The Contractor will implement its Preventative Maintenance Plan with effect from the Works Commencement Date.	Mandatory
4.26.3.	The Contractor will review the Preventative Maintenance Plan throughout the Term and will submit any proposed revision to the Authority for approval. As a minimum, the Contractor will submit an up-to-date version of the Preventative Maintenance Plan on an annual basis..	Mandatory
4.26.4.	The Preventative Maintenance Plan will be kept under review by the Contractor and the Authority and will be revised from time to time by the Contractor to take account of any comments made by the Authority and any Action Plans developed pursuant to Schedule 4 .	Mandatory
4.26.5.	In the event of any change to the Approved Equipment, the Contractor will ensure any such changes are reflected within the Preventative Maintenance Plan at the time the change is made.	Mandatory

4.26.6.	In the event of any change to the Asset Inventory approved by the Authority, the Contractor will ensure any such changes are reflected within the Preventative Maintenance Plan at the time the change is made.	Mandatory
4.26.7.	<p>The Contractor will notify the Authority of all Faults identified during Preventative Maintenance (including Periodic Inspections) via the System. The standard Corrective Maintenance Process will be followed and the Contractor will complete the Inspections records and minimum data requirements as detailed in Annex M3.</p> <p>For any Faults identified during Preventative Maintenance the Authority will exclude such Faults from the Availability calculation provided those Faults are fully Cleared within 2 (two) weeks from the date on which the Fault was confirmed on the System by the Authority.</p> <p>For the avoidance of doubt, this exclusion is applicable to faults reported as a result of planned activities that are part of the Preventative Maintenance Plan only and not any other faults reported by the contractor.</p>	Mandatory
4.26.8.	The Contractor will be responsible for providing all means of access to the Systems as part of Preventative Maintenance.	Mandatory
4.26.9.	When performing Maintenance works at a Site, the Contractor will need to inform the Authority via the System when they will be making a CCTV Site unavailable (where it is not already unavailable due to a Fault) for any period in excess of 15 (fifteen) minutes.	Mandatory
4.26.10.	Where and when necessary, and at least once every six (6) months the Contractor will arrange to have any Sites cleared from undergrowth and/or overgrowth to permit safe access for personnel on Site. It shall be the responsibility of the Contractor to arrange such Works with the agreement of the local agent of the Authority responsible for the relevant section of road. The costs for providing such Site clearance is included within the Fixed Unit Rates.	Mandatory

4.27. Periodic Inspections		
4.27.1.	Periodic Inspections are mandatory for the legal enforcement use of the Authority's CCTV System and will be carried out by the Contractor in accordance with Annex M1.1.	For Information Only
4.27.2.	The Authority will maintain the schedule of all items identified in the Asset Inventory for routine Periodic Inspections and will make such schedules available to the Contractor through the System.	For Information Only
4.27.3.	<p>Inspections of the Authority CCTV Equipment should be in line with the following periods:</p> <ul style="list-style-type: none"> • CCTV Out-Station sites (including Flexible Deployment Cameras (FDC) and Rapid Deployment Cameras (RDC) will be inspected on a six-monthly period; • Periodic Inspections of the Electrical Installation at Out-Station sites will be carried out every 7 (seven) years in accordance with BS7671 including the issue of an Electrical Installation condition report; • Taxi Rank monitoring fixed cameras and Taxi Rank on-street monitors will be inspected on a six-monthly period; • CCTV System Remote Video Client (RVC) In-Station Network Node Sites will be inspected on a twelve-monthly period; • No periodic inspection is required for Operator Interfaces (OIF) Sites. 	Mandatory
4.27.4.	Where an FDC or RDC is not deployed on the street at the time that a Periodic Inspection is due, the Contractor will be required to take the camera out of storage, power up the camera, carry out a full set of functional test including connection to the In-Station and then return the camera to safe storage.	Mandatory
4.27.5.	Periodic Inspections on Taxi Rank fixed cameras and Taxi Rank on-street monitors will be carried out to confirm correct operation and include an annual electrical safety inspection.	Mandatory

4.27.6.	<p>The Contractor will carry out Periodic Inspections as specified in the Periodic Inspection Specification, refer to Annex M3 Periodic Inspection Specifications.</p> <p>A Periodic Inspection will not be considered complete until the specified checks have been successfully undertaken and the associated Periodic Inspection report has been completed and updated against the asset/Site within the System</p>	Mandatory
4.27.7.	<p>The Contractor will, whilst undertaking Periodic Inspections, maintain an accurate record of Supported Equipment on each Site by meeting the requirements to satisfactorily complete an Inspections record within the System</p>	Mandatory
4.27.8.	<p>The Contractor will input the Periodic Inspection reports into the System within forty-eight (48) hours of undertaking each inspection.</p>	Mandatory
4.27.9.	<p>Failure to carry out a Periodic Inspection and record it onto the System within the specified time window will result in the Site being classified as Unavailable on both Video and Control Availability Categories and will have a Fault raised in the System which will affect the Availability.</p> <p>The Contractor can request a Clear of the Fault by completing the inspection, entering the details, and submitting the inspection report onto the System.</p>	Mandatory
4.27.10.	<p>The Contractor will carry out Periodic Inspections as specified in the Periodic Inspection Requirements in Annex M3.</p> <p>A Periodic Inspection will not be considered complete until the specified checks have been successfully undertaken and the associated Periodic Inspection report has been completed and uploaded onto the System.</p>	Mandatory
4.27.11.	<p>The Contractor will, whilst undertaking Periodic Inspections, maintain an accurate record of Installed CCTV Equipment on each Site via the System by meeting the requirements to satisfactorily complete an Inspections record within the System</p>	Mandatory
4.27.12.	<p>The Authority may conduct quality checks on Periodic Inspections carried out by the Contractor.</p>	For Information Only

4.27.13.	<p>The Authority retains the right to require the Contractor to conduct an additional Periodic Inspection where, having conducted a quality check, the Authority deems that the Periodic Inspection has not been carried out diligently and in compliance with the requirements of Annex M1.2 Periodic Inspection Requirements. In such circumstances, the Contractor will re-conduct the Periodic Inspection at no charge to the Authority.</p> <p>If an additional Periodic Inspection is required as the result of this requirement, a late planned inspection Fault will be raised until the inspection is complete.</p>	Mandatory
4.27.14.	<p>For any Fault identified during Periodic Inspections (excluding re-attendances due to failed inspections) that is raised to the Authority via the System within 48 (forty eight) hours of the relevant Periodic Inspection, such Fault will be excluded from the Availability calculation provided such Fault is fully Cleared within 2 (two) weeks from the date on which the Fault was confirmed on the System by the Authority .</p> <p>For the avoidance of doubt, this exclusion is applicable to faults reported as a result of planned activities that are part of the Preventative Maintenance Plan only and not any other faults reported by the contractor.</p>	For Information Only
4.27.15.	<p>The Authority reserves the right to review and amend the Periodic Inspection Requirements Annex M3, as required by the Authority from time to time.</p>	For Information Only

4.28. Electrical Testing and Inspections

4.28.1.	<p>The Contractor will perform an Electrical Inspection of each Site at intervals of no less than every 7 (seven) years and no more than every 8 (eight) years, which involves:</p> <ul style="list-style-type: none">• testing of the Equipment in accordance with the latest edition of BS 7671: Requirements for Electrical Installations;• assessing the condition of the electrical installation;• Completion of all sections of the required Electrical Inspection Condition Report (EICR) document as detailed in TSE-201 Electrical Standard (Testing and Inspection) for Traffic Control Assets;• undertaking corrective works;• replacing fuses where stressed under test; and• on completion of the tests, restoration of all equipment to the state in which it was found.	Mandatory
4.28.2.	<p>The Contractor will submit, via the System, an approved Electrical Inspection Condition Report (EICR) promptly or in any event within 48 (forty-eight) hours of undertaking such inspection.</p>	Mandatory
4.28.3.	<p>The Authority will carry out quality checks of the Site EICR. Any failed tests of other Faults discovered during the test will be monitored for appropriate response.</p> <p>Any substandard tests will be required to be carried out again by the Contractor at their own cost.</p>	For Information Only
4.28.4.	<p>The annual schedule for electrical inspection is determined by the previous test date on the System The Contractor shall refer to the System for the current Out-Station Electrical Inspection timetable.</p>	Mandatory

4.28.5.	The Contractor will conduct the electrical inspection in respect of a particular Site within 4 (four) weeks either side of the week in which the electrical inspection is scheduled for completion by the Authority. Failure to complete an electrical inspection within the specified time window will result in a late planned inspection Fault being raised. Whilst active, this Fault renders the Site Unavailable and hence inhibits the Available time for each Availability Category associated with the relevant Site (except for Cosmetic Availability).	Mandatory
4.28.6.	Inspections completed outside of the testing window above will incur a late planned inspection Service Failure.	Mandatory
4.28.7.	Inspections not completed at a Site within the testing window will result in a late planned inspection Fault being issued which will result in the loss of all Availability for that Site.	Mandatory
4.28.8.	All Traffic Management and all specialist equipment requirements (e.g. Mobile Elevated Work Platform (MEWP) or HIAB) shall be provided as required to complete the Works and Services.	For Information Only
4.28.9.	<p>For any Fault identified during Electrical Inspections (excluding re-attendances due to failed inspections) that is raised to the Authority via the System within 48 (forty eight) hours of the relevant Electrical Inspection, such Fault shall be excluded from the Availability calculation provided such Fault is fully Cleared within 2 (two) weeks from the date on which the Fault was confirmed on the System by the Authority.</p> <p>For the avoidance of doubt, this exclusion is applicable to faults reported as a result of Annual Preventative Maintenance visit only and not any other faults reported by the Contractor.</p>	For Information Only

4.29. Recording of Site Activity		
4.29.1.	At the end of each routine Periodic Inspection, electrical inspection, condition inspection, cleaning or Maintenance activity the Contractor Personnel will update the System, detailing the Works undertaken and findings, where reasonably practical before the Contractor Personnel leaves the Site or in any event within 2 (two) hours of leaving Site.	Mandatory
4.29.2.	The Contractor will make an entry in the Site log book for every visit to a Site and will update the Site log book for Site status and any Equipment changes. Accuracy and completeness of such records will be incentivised through a Service Level Indicator set out in Schedule 4 and will be subject to audit by the Authority.	Mandatory

4.30. Recording of Equipment and Drawings		
4.30.1.	The Contractor will maintain an accurate record of the Equipment deployed on each Site. This will include the make, model, serial numbers and where applicable MAC Addresses of Equipment deployed, which must be updated as replacement Equipment is used	Mandatory
4.30.2.	All Site Equipment changes will be submitted to the Authority using the System's online Equipment change form.	Mandatory
4.30.3.	The Contractor will submit accurate Equipment data in accordance with a Service Level Indicators with Schedule 4 and this will be subject to audit by the Authority.	Mandatory
4.30.4.	Where CCTV Out-Station encoder or IP Camera needs to be changed the Contractor will submit a change request form to the Authority's Communications Provider in order to have the MAC address of the new encoder or IP Camera registered with the Authority's Communications Provider Failure to have the correct MAC address registered with the Authority's Communications Provider will result in failure of the Site and both video and control Availability will be out until this has been rectified.	Mandatory
4.30.5.	Sites are provided with a Hazard Register as a part of the Commissioning process. Where new Hazards are identified in connection with a Site, Contractors will update these Registers as required via the Authority's System or the dedicated mailbox HazardRegister@tfl.gov.uk . The Authority will immediately advise the Contractor of a change in mailbox address as it may be updated from time to time.	Mandatory
4.30.6.	As-installed Site Layout Drawings ("SLDs") are available formatted in 'AutoCAD' or PDF format and show, as far as the scale will permit the location of camera pole, control cabinet, electrical supply feeder pillar and any interconnecting duct work.	For Information Only

4.30.7.	It is the Contractor's responsibility to keep drawings up-to-date Where any Maintenance has resulted in a permanent change to the Site Layout Drawing, the Contractor will update the Site Layout Drawing and submit to the Authority an up-issued copy of the revised Site Layout Drawing in AutoCAD format. This information will be provided to the Authority, via the System, within 7 (seven) Business Day of completion of the Maintenance.	Mandatory
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4.31. Temporary CCTV Cameras		
4.31.1.	Temporary CCTV Cameras are referred to as Flexible Deployment Camera (FDC) or Rapid Deployment Cameras (RDC) and are Authority Furnished Assets (AFA).	For Information Only
4.31.2.	<p>The Authority has a requirement for quick deployment of temporary CCTV cameras due to operational needs, including but not limited to:</p> <ul style="list-style-type: none"> • damage of an existing Site; • work on an existing Site requiring temporary replacement; • special events requiring additional CCTV coverage; • monitoring of traffic and pedestrian movements; • Testing to prove CCTV coverage requirement; and • monitoring road works. 	For Information Only

4.31.3.	<p>The Authority owned FDC and RDC which will be transferred from the exiting Authority contractor stores to the Contractor to store in their Depot by no later than the Works Commencement Date. The Contractor will be responsible for all costs of transferring the FDC and RDC to their Depot from the exiting contractor. FDC and RDC units that are deployed for use on street at the Works Commencement Date will be Maintained in situ as Supported Equipment until the Contractor is instructed to remove to Stores by the Authority.</p> <p>These are either 230 vac dome cameras with pan, tilt and zoom facility (FDC) or battery powered trailer mounted dome cameras with pan, tilt and zoom facility (RDC)</p> <p>Both FDC and RDC units connect to the CCTV In-Station via a 3G/4G mobile network service provided by the Authority's Communications Provider.</p>	Mandatory
4.31.4.	Flexible Deployment Camera (FDC) will be deployed by the Contractor within 48 (forty-eight) hours of deployment being requested by the Authority via the System.	Mandatory
4.31.5.	Rapid Deployment Cameras (RDC) will be deployed by the Contractor within 2 (two) hours' notice of the deployment being requested by the Authority via the System.	Mandatory
4.31.6.	Deployment to and removal from street of FDC and RDC will be Ordered Maintenance and instructed as Works Orders.	For Information Only
4.31.7.	<p>The Contractor will deploy FDC cameras utilising the following deployment methods:</p> <ul style="list-style-type: none"> • lamp column mounted via a clamp bracket with power from lamp column via either a photocell "Nema" tap socket or a 16-amp commando socket supplied and installed by the Contractor; • on a special traffic signal pole mounting bracket with power from the signal head or signal control cabinet; • utilising a hired trailer mast fitted with anti-theft and vandalism measures powered by a methanol power cell. 	Mandatory
4.31.8.	Deployment and removal of all FDC cameras must be carried out overnight (22:00 to 06:00) unless specifically approved by the Authority.	Mandatory

4.31.9.	The Authority can instruct the Contractor to deploy and remove RDCs at any time 24/7, 365/366 days a year with a best endeavours target time for deployment of two-hours.	Mandatory
4.31.10.	The Contractor will arrange reconfiguration of the CCTV In-Station via an Operator Interface each time a temporary camera is deployed Each temporary camera will be commissioned and tested by the Contractor and a Take-Over Certificate issued in the System for each deployment.	Mandatory
4.31.11.	The Contractor will remove and safely store any of the Authority's FDCs cameras not currently required to be deployed. For avoidance of doubt the cost of storage of FDC cameras will be included in the Fixed Unit Rate for an FDC.	Mandatory
4.31.12.	The Contractor will store the Authority's RDC units powered on and permanently connected to a power source to ensure that batteries are fully charged ready for rapid deployment. For avoidance of doubt the cost of storage of RDC cameras will be included in the Fixed Unit Rate for an RDC.	Mandatory
4.31.13.	Please refer to the functional specifications for the FDC and RDC cameras in Schedule 3, Part 3	For Information Only

4.32. CCTV System Quality Targets and Standards		
4.32.1.	The following specifies the quality targets that will be applied to the Contract.	Mandatory
4.32.2.	<p>The Contractor will ensure that the function of all Out-Stations is as follows:</p> <ul style="list-style-type: none"> the camera is producing a useable, clear, sharp, noise-free and free of motion blur image which can be viewed and recorded where appropriate and controlled from any of the control room operating facilities; the data transmission Equipment and transmission media are fully functioning and able to communicate with the In-Station servers, Operator Interfaces and Network Nodes within the agreed bandwidth specified by Authority's Communications Provider for the communications service provided to each Site as recorded in the System; vehicle registration number plates can be read and captured unambiguously for civil enforcement purposes (where a Site is certified for traffic enforcement use as recorded in the System); all Equipment within the camera performs the functions for which it was designed including the camera lens functions (including iris, zoom in / out, screen wipe) and a fully functioning pan and tilt unit; and the Site is well maintained; the Equipment is free from rust, minor damage, Graffiti, clear of detritus and vegetation and have valid certificates and documentation. 	Mandatory

4.32.3.	<p>The Contractor will ensure that all Out-Stations are capable at all times of:</p> <ul style="list-style-type: none"> • communicating with the controlling CCTV System Servers; and • allowing a CCTV user from an Operator Interface workstation to control all of the programmed control functions available at each individual camera Site (where permitted by that user's access permissions) in accordance with the manufacturers' published specification and the CCTV Equipment technical specifications in Schedule 3 Part 3. 	Mandatory
4.32.4.	<p>All Operator Interface ("OIF") workstations must, at all times be capable of:</p> <ul style="list-style-type: none"> • communicating with the controlling CCTV System servers; • allow individual selection of the appropriate number of monitors configured at each individual OIF workstation; • for each individually selected monitor, allow selection of any available CCTV camera and for that camera to be displayed on that monitor within 1 (one) second of selection; • allow a user to logon to the CCTV System and perform all the functions detailed in the relevant CCTV workstation operator's instruction manual that their individual user account will allow; • provide a control latency of an Authority analogue camera connected through the Authority's CCTV system network on an Authority CCTV OIF of less than 1.0 seconds; • generating and displaying appropriate error messages as detailed in the CCTV OIF workstation operator's instruction manual; • correct operation of the Keyboard Video (monitor) Mouse switch as per the manufacturer's instructions (where installed and supported under the Contract); and • "Auto Wake" and "Wake on LAN" 	Mandatory

4.32.5.	<p>All Remote Video Client ("RVC") must, at all times be capable of:</p> <ul style="list-style-type: none"> • communication and Interface with Third Party system; • transmit and receive control data; • provide the requested video stream(s) to the Third Party system; • interface with the CCTV In-Station servers to allow users to view multicast video stream(s) from Third Party cameras; and • where applicable control the Third Party cameras. 	Mandatory
4.32.6.	<p>The function of streets CCTV System and tunnels CCTV System In-Stations can be summarised as follows:</p> <ul style="list-style-type: none"> • That the streets CCTV System and tunnels CCTV system In-Station Servers are capable of selecting and routing high quality noise-free clear images to all CCTV workstations connected to both the Streets CCTV System and tunnels CCTV System network; • The efficient and timely selection of cameras to correct screen and associated telemetry facilities must be possible; and • Outputs from the streets CCTV system and tunnels CCTV System to recording devices and other server applications function as designed. <p>For avoidance of doubt, the correct functional operation of both the streets CCTV System In-Station Sites and the tunnels CCTV System In-Station Sites are the responsibility of the CCTV In-Station System Support Contractor</p>	For Information Only
4.32.7.	<p>JamCam Cameras</p> <p>It is possible to designate any camera on the network as a JamCam camera on the JamCam system dashboard to allow images from that camera to be exported to the Authority's JamCam server for use on both the Authority's web site and third party traffic information web sites.</p> <p>When a JamCam camera is either under control by a user or is not in its 'Home' pre-set position it will be automatically excluded from the JamCam server capture routine. This is to ensure that no unsuitable images are passed to the public.</p>	For Information Only

Annex M1. Corrective Maintenance Process

Schedule_3_Statement of Requirements Part 4_Annex M01

M1.1 CCTV Periodic Inspection Requirements

Periodic inspections shall be undertaken in accordance with requirements defined below.

M1.2 CCTV Periodic Inspection Requirements

Periodic Inspections will be scheduled to the frequencies listed in Table D.1.1 for each CCTV System and Site Type:

<u>Transport for London – Streets CCTV System</u>	
<u>Site Type</u>	<u>Frequency</u>
<u>CCTV Out-Station Camera Sites: -</u>	
Periodic Inspection	Six-Monthly
Electrical Installation Condition Report	Every Seven Years
<u>Flexible & Rapid Deployment Camera Sites: -</u>	
Periodic Inspection	Six-Monthly
Portable Appliance Test	Annually
CCTV Operator Interface Sites	No Periodic Inspection Required
Network Nodes Sites - Remote Video Client (RVC) Sites	Annually

Table D.1.1 – Periodic Inspection Frequency

M1.3 Periodic Inspection Requirements CCTV Out-Station Sites

Periodic Inspections will be carried out for CCTV Out-Station Sites at the frequency detailed in table D.1.1 and in accordance with the requirements defined below and contained in the CCTV streets System camera online Periodic Inspection “Partial” & “Full” PI “Questionnaire” forms in the System.

Periodic Inspection reports, including test results, will be submitted online via an electronic Periodic Inspection “Questionnaire” form in the System.

Periodic inspection activities - periodic inspections will be undertaken to:

Control Cabinet, Pole and Feeder Pillar (Full & Partial Inspection)

- All Faults, defects or comments identified must be recorded on the report form.
- Check the System and Site log book for any outstanding faults or issues.
- Check pole, cabinet and Feeder Pillar foundation security;
- Check condition of control cabinets, hinges, and locks lubricating as required;
- Replace all defective hinges and lock components; Check control cabinet connections for integrity;
- clean interior and exterior of control cabinets;
- clean all fans and grilles on the control cabinet, routers, modems and encoders
- removing all labels, stickers, posters and Cosmetic Damage and any residual adhesive; Removing dust and dirt from interior of feeder pillar, pole base compartment;
- perform visual inspection of pole and mounting for damage and corrosion, report any defects found as a fault on the System;
- priming and painting with the manufacturer's recommended primer and paint any bare; scratched metal or stubborn cosmetically damaged surfaces. Any painted surfaces are to be labelled to advise the general public of wet paint for a period of twice the drying time of the paint.
- record any Repair, replacement or other activity via the online Inspection Report form in the System.
- record PI visit in site log book

Electrical Inspection of cabinet and Feeder Pillar (full and partial Inspection)

- carry out Visual Inspection of Electrical Installation in accordance with BS7671:2008;
- check RCD operation using an RCD Tester including the following tests

1/2 x RCD current rating, to ensure the RCD does not trip when half the rated current is flowing in the RCD.

1 x RCD current rating This is a trip test to ensure the RCD trips with the specified trip time 1 x RCD current rating This is a trip test to ensure the RCD trips with the specified trip time.

5 x RCD current rating A Trip test to ensure the RCD trips within the specified time.

repeat 1x test at both 0 degrees and 180 degrees (positive and negative supply half cycles) to ensure worst case time is recorded (>200ms) Record timings on PI inspection report.

repeat 5x tests at both 0 degrees and 180 degrees (positive and negative supply half cycles) to ensure worst case time is recorded (>40ms) Record timings on PI inspection report.

functional test (press Test button)

Camera - Local (Full & Partial Inspection)

- check the System and Site log book for any site faults or issues and record on PI Inspection Report;
- clean camera housing glass or dome, interior and exterior;
- clean camera lens glass using suitable lens cleaning cloth and cleaning fluid;
- check for moisture ingress and remove dirt or insect debris;
- If fitted, check wiper blade for wear and tear and replace if required;
- check security of the camera assembly and control cards in the housing;
- if fitted check the condition of the pan and tilt head, cables and connectors;
- check camera number overlay text;
- check camera focus and adjust if required;
- check camera white balance and adjust if required;
- check camera video output level locally and adjust if required;
- check digital picture quality locally from camera control cabinet via camera/encoder web interface;
- perform tests on camera locally from camera control cabinet via the camera/encoder web interface;

Analogue Camera Sites (Full & Partial Inspection)

- Check analogue picture quality locally from camera control cabinet - i.e. camera is producing a clear noise-free image and vehicle registration number plates can be read to the level required for civil enforcement purposes;
- Perform full set of functional tests on camera locally from camera control cabinet via an "Frequency Shift Key" (FSK) or RS485 test unit or a Laptop - i.e. Pan, Tilt, Zoom, Auto Iris, Pre-sets, and Wiper.

Camera – In-Station (Tests to be performed on an Operator Interface) (Full & Partial Inspection)

- Perform full set of functional tests on camera on a suitable Operator Interface workstation (pan, tilt, zoom, pre-sets, and wiper);
- Check picture quality on a suitable Operator Interface workstation (i.e. a good quality noise-free image is presented, and vehicle registration

number plates can be read to a satisfactory level required for civil enforcement purposes;

- Check Encoder/digital camera configuration web interface can be accessed via web browser on a suitable Operator Interface workstation;
- Confirm Encoder/digital CCTV Out-Station is passing system 'Enforcement Checks' via the System Dashboard on a suitable Operator Interface;
- Verify that privacy and/or no-dwell zones have been set correctly (as applicable for the type of camera installed) and that these are working correctly and have not drifted significantly. Where applicable, check against the reference snapshot recorded in the CCTV System. If a camera is found to have no privacy or no-dwell zones set and/or is capable of substantially viewing private property/windows/schools etc then temporary privacy or no-dwell zones should be applied, and the discrepancy reported to the Authority.

Additional Annual Requirements (Full Inspection only)

In addition to the inspection requirements above the following shall be undertaken annually as part of the "Full" Periodic Inspection (as indicated in the Periodic Inspection Schedule Annex M3):

- Lubricate the camera mounting bracket mechanism with grease;
- Clean the interior of the camera housing or dome
- Check all cabinet, pole and feeder pillar seals and replace if required; and
- Check that cabinet base and ducts are suitably sealed in order to deter vermin infestation and Repair/replace if required.

Additional Annual Electrical Tests

- Carry out Visual Inspection of Electrical Installation in accordance with BS7671. Test shall be undertaken for the Feeder Pillar, pole, and CCTV camera.
- Carry out an Earth Loop Impedance Test in accordance with Electrical Standards (Testing and Inspection) for Traffic Control Assets and record result on PI Inspection Report;
- All wiring within the Feeder Pillar, pole and camera housings will be inspected particularly for conductor condition, integrity of insulation and security of all anchorages, barriers, termination/connections and components. Undertaking any necessary rectification work including replacing any damaged short lengths of cables (maximum of 5 metres of cables) within feeder pillar, or camera pole. Re-clipping/re-securing any loose cables and components etc and ensuring wiring is left in a safe and tidy condition;

- Inspection of Feeder Pillar, pole, and camera housing will be performed to ensure proper security of all earth connections, terminations, and glands. Where existing earth bonding conductors, lugs and fixings are either damaged or missing, new 6mm² or 10mm² earth bond as applicable will be fitted.
- Warning labels/circuit identification labels will be checked for missing, damaged, or illegible items and new labels will be fitted where appropriate and necessary.
- Record any Repair, replacement or other activity via the online Inspection Report form in the System.
- Where due (required every 7 years) record the requirement to carry out Periodic Inspection of the Electrical Installation in accordance with BS7671.

For examples of the current CCTV Out-Station electronic Periodic Inspection form in the System, please refer to PDF File titled: -

[Lot4_Schedule_3_Statement of Requirements Part 4_Annex M2_B6F.pdf]

[Lot4_Schedule_3_Statement of Requirements Part 4_Annex M2_B6P.pdf]

M1.4 Electrical Installation Condition Report - CCTV Out-station Sites

Carry out Periodic Inspection of the Electrical Installation in accordance with BS7671 and Schedule 27 Electrical Standard (Testing and Inspection) for Traffic Control assets Document reference: TES-201 – issue 1 and issue of an Electrical Installation Condition Report (EICR).

M1.5 Periodic Inspection Requirements Flexible Deployment Cameras and Rapid Deployment Cameras

Periodic Inspections will be carried out for Flexible Deployment Cameras (FDC) and Rapid Deployment Cameras (RDC) at the frequency detailed in table D.1.1 and in accordance with the requirements defined below and contained in the Flexible Deployment Camera online Periodic Inspection PI "Questionnaire" forms in the System.

Periodic Inspection reports, including test results, will be submitted online via an electronic Periodic Inspection "Questionnaire" form in the System.

If the camera is not deployed on street it must be removed from storage and set-up in a workshop environment to allow the operational checks to be completed.

Periodic inspection activities - periodic inspections shall be undertaken to:

Camera - Local

- check the System and Site log book for any site faults or issues and record on PI Inspection Report;

- check the camera is securely mounted to the supporting structure using appropriate mounting brackets;
- check that the third party supporting structure is free from any visible physical damage or corrosion;
- check that the FDC/RDC assembly mounting bracket is free from any visible physical damage or corrosion;
- clean dome, interior and exterior;
- check for moisture ingress and remove dirt or insect debris;
- check that all camera housing and PSU box hinges, locks and security fittings present and working correctly;
- clean the interior and exterior of the PSU box been;
- check that all control cards and assemblies are securely seated in the PSU box;
- check the picture quality using a PC/Laptop/Tablet via the Ethernet port of the IP camera;
- check camera control using a PC/Laptop/Tablet via the Ethernet port of the IP camera;
- Carry out Visual Inspection of Electrical Installation in accordance with BS7671.
- Where due (required annually) carry out Potable Appliance Test in accordance with BS7671.

Camera – In-Station (Tests to be performed on a CCTV Operator Interface)

- Perform full set of functional tests on camera on a suitable Operator Interface In-Station (pan, tilt, zoom, pre-sets, and wiper);
- Check picture quality on a suitable Operator Interface In-Station is presented of sufficient quality to support FDC/RDC viewing requirements;
- Check the FDC/RDC camera configuration web interface can be accessed via web browser on a suitable Operator Interface In-Station.

[Lot4_Schedule_3_Statement of Requirements Part 4_Annex M2_B19.pdf]

M1.6 Periodic Inspection Requirements CCTV In-Station Network Node Sites

Periodic Inspections will be carried out for Network Node Sites at the frequency detailed in table D.1.1 and in accordance with the requirements defined below and contained in the Network Node inspection online Periodic Inspection “Partial” and “Full” PI “Questionnaire” forms in the System.

Periodic Inspection reports, including test results, will be submitted online via an electronic Periodic Inspection “Questionnaire” form in the System.

Periodic inspection activities - periodic inspections shall be undertaken to:

General Checks

- Check the System for any Site Faults or issues and record on PI Inspection Report;
- Clean all dust from exterior of equipment, including all Extract/Cooling Fan Grilles;
- Clean Interior of cabinets
- Check condition and security of all fastenings, cables, main leads and connectors
- Replace all defective cabinet panels, hinges and lock components;
- Check the security of the frame and Equipment mountings and that the correct number of fasteners/mounting bolts are in position;
- Check cabinet connections for integrity;
- Check all data, video and power cables are correctly and securely fitted Replace any damaged cables;
- Check all connector housings for integrity and security;
- Complete security inspection of network at third party sites, ensuring that the Authority's Communications Provider router has not been connected to any third party equipment or network.

RVC Encoding Units

- Confirm analogue video inputs from Third Party systems are operating to PAL specification;
- Make a subjective check of picture quality of the analogue video input to each Encoder Channel;
- Check correct number of third party cameras can be selected simultaneously on a TfL Operator Interface PC and that a suitable error message is displayed when selecting additional cameras (i.e. when all TVNP video tie lines are full).
- Make a subjective check of picture quality on an Operator Interface for each Encoder Video Channel and adjust as necessary (contrast, brightness and colour);
- Check each Encoder configuration web interface can be accessed via web browser on a suitable Operator Interface.

RVC Decoding Units

- Check correct number of video outputs to third party system can be selected simultaneously on third party system and that a suitable error message is displayed when selecting additional cameras (i.e. when all video tie lines are full);

- Confirm analogue video outputs from decoder PCs are operating to PAL specification;
- Make a subjective check of picture quality on the analogue decoder outputs and adjust as necessary (contrast, brightness and colour)
- Check each decoder PC can be accessed via System Admin/ RVC/REMOTE DESKTOP ACCESS Menu and TightNVC Viewer on a suitable Operator Interface In-Station.

RVC TVNP Data Connection

- Confirm RVC TVNP Data connection on third party analogue equipment is functioning correctly;
- Confirm RVC TVNP Data connection is active and registering as being connected in the System Dashboard/TVNP/TVNP Nodes Table

For examples of the current CCTV In-station Network Node Site online Periodic Inspection form in the System, please refer to PDF File titled: -

Schedule_3_Statement of Requirements Part 4_Annex M1_B18.pdf

ANNEX M2: PREVENTATIVE MAINTENANCE PLAN

**SEE TENDER SUBMISSION - SCHEDULE 14 – Q1.3.1 MAINTENANCE
EXECUTION PLAN**

Annex M3. Periodic Inspection Schedule

Please refer Schedule 27 Schedule_3_Statement of Requirements Part 4_Annex M03

Annex M4. Relief Events and Excusing Causes

1. Relief Events and Excusing Causes

1.1. For the purposes of this Contract **"Relief Events"** means:

- (a) fire, explosion, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation, earthquakes, riot and civil commotion;
- (b) any accidental loss or damage to any roads servicing the Site;
- (c) any blockade or embargo; and
- (d) any:
 - (i) official or unofficial strike;
 - (ii) lockout; or
 - (iii) other industrial action

generally affecting the traffic control and monitoring system maintenance and installation industry or a significant sector of it,

unless any of the events listed in **paragraphs 1.1 (a) to 1.1 (d)** of this annex (inclusive) arises (directly or indirectly) as a result of any wilful default or wilful act of the Contractor or any of its Sub-Contractors. For the avoidance of doubt, adverse weather (with the exception of the specific examples cited above) shall not constitute a Relief Event.

1.2. For the purposes of this Contract **"Excusing Causes"** means:

- (a) failure by any statutory undertaker, utility company, local authority or other like body to carry out works or provide services subject to reasonable endeavours by the Contractor to resolve the failure;
- (b) refusal of a notice request under the New Roads and Street Works Act 1991 or Traffic Management Act 2004 by either the Authority or the Contractor, where the Contractor has met the relevant Street Authority's requirements;
- (c) inability to access road network space under the Traffic Management Act 2004;
- (d) demonstrations;
- (e) planned sporting events;
- (f) closure of public highway;

- (g) inability to secure access to the Site as a result of any Third Party rights and/or wayleaves where the Contractor has made all reasonable endeavours to obtain the necessary consents;
- (h) where the Authority proposes to undertake or procure the undertaking of any Services within or about the public highway and has not provided notice to the Contractor at least 5 (five) Business Days before the agreed commencement date for the Services and, in the Authority's view (acting reasonably), the Services are likely to cause a direct material interference or obstruction with the Contractor's obligations to perform the Services under this Contract;
- (i) inability to carry out Services where this is due to a requirement for Civil Engineering Works to first be undertaken on the Site;
- (j) faults in the Authority's network Where CCTV Equipment uses the Authority's connections between the Authority's buildings, the Contractor will not be responsible for the Authority's internal network. The Contractor will be responsible for providing the Services to the interface point of the Authority's IT network for the purposes of the Contract, the Urban Traffic Controller and Remote Monitoring circuits are not classed as part of the Authority's IT network; and

any failure of or disruption to power occurring to the electricity distribution system belonging to a distribution network operator excluding the low voltage cable directly connected to the CCTV Equipment subject to the Contractor using all reasonable endeavours to resolve the failure; provided that the Contractor has made reasonable endeavours to resolve Third Party Supplier Faults in accordance with **paragraphs 2.2 to 2.7** (inclusive) below and has, to the satisfaction of the Authority, made all other reasonable endeavours to perform its obligations under the Contract including its obligations under **paragraph 1.4** below in relation to such Excusing Causes.

- 1.3. If and to the extent that a Relief Event or an Excusing Cause adversely affects the ability of the Contractor to perform any of its obligations under this Contract then to the extent such Relief Event or Excusing Cause also constitutes a Force Majeure Event the Contractor shall comply with its Business Continuity Plan. If and to the extent that a Relief Event or an Excusing Cause adversely affects the ability of the Contractor to perform any of its obligations under this Contract or the effect of the Relief Event or Excusing Cause is not mitigated by the Contractor complying with its Business Continuity Plan, the Contractor is entitled to apply for relief from any rights of the Authority arising under **[Clause 30]** (Suspension of the Services), under **[Clauses 32]** (Termination) and the right to issue Service Failure Points under **Schedule 4**.
- 1.4. To obtain relief under **paragraph 1.3** above, the Contractor must:
 - (i) as soon as practicable, and in any event within 2 (two) calendar days after it becomes aware that the Relief Event or Excusing Cause (as applicable) has caused or is likely to cause delay and/or

to adversely affect the ability of the Contractor to perform its other obligations give to the Authority a notice of its claim for relief from its obligations under the Contract, including full details of the nature of the Relief Event or Excusing Cause (as applicable), the date of occurrence and its likely duration;

(ii) within 7 (seven) calendar days of receipt by the Authority of the notice referred to in sub-**paragraph (i)** above, give full details of the relief claimed; and

(iii) demonstrate to the reasonable satisfaction of the Authority that:

(a) the Contractor and its Sub-Contractors could not have avoided such occurrence or consequences by steps which they might reasonably be expected to have taken, without incurring material expenditure;

(b) the Relief Event or Excusing Cause (as applicable) directly caused the need for relief from the Contractor's obligations under this Contract;

(c) the time lost and/or relief from the obligations under the Contract claimed could not reasonably be expected to be mitigated or recovered by the Contractor acting in accordance with Good Industry Practice, without incurring material expenditure;

(d) the Contractor is using all reasonable endeavours to perform its obligations under the Contract; and

(e) to the extent such Relief Event or Excusing Cause also constitutes a Force Majeure Event, the Contractor has complied with its Business Continuity Plan.

1.5. In the event that the Contractor has complied with its obligations under **paragraph 1.4** above, then the Authority will not be entitled to exercise its rights to suspend the Services under **Clause 30** (Suspension of the Services) or to terminate the Contract under **Clauses 32** (Termination) or to issue Service Failure Points under **Schedule 4** and, subject to **paragraph 1.6** below, will give such other relief as has been requested by the Contractor.

1.6. Nothing in **paragraph 1.5** above will affect any entitlement of the Authority to issue Emergency Fault Abatements or calculate Financial Incentives during the period in which a Relief Event is subsisting and the Contractor's Availability will continue to be affected. Emergency Fault Abatements or Financial Incentives will not be applied during the continuance of an Excusing Cause and the Availability will cease to be affected, subject to the Contractor's compliance with **paragraph 2.28** of **Part 2** of **Schedule 5**, **paragraph 1.4** above and **paragraph 2** below (where applicable).

- 1.7. In the event that the information required by **paragraph 1.4** above is provided after the dates referred to in that paragraph, then the Contractor will not be entitled to any relief during the period for which the information is delayed.
- 1.8. The Contractor will notify the Authority, via the System, if at any time it receives or becomes aware of any further information relating to the Relief Event or Excusing Cause (as applicable), giving details of that information to the extent that such information is new or renders information previously submitted materially inaccurate or misleading.
- 1.9. If the Parties cannot agree the extent of the relief required, or the Authority disagrees that a Relief Event or Excusing Cause (as applicable) has occurred or that the Contractor is entitled to any relief from its obligations under this Contract, the Parties will resolve the matter in accordance with **[Clause 66]** (Dispute Resolution).

2. Excusing Causes Rules for Third Party Suppliers

- 2.1. If the Contractor complies with the obligations set out in **paragraphs 2.2 to 2.7** to (inclusive) below in respect of the relevant Third Party Supplier, it will be deemed that the Contractor has made reasonable endeavours to resolve the Third Party Supplier Fault and the relevant Fault will be eligible for an Exception.

Electricity Transmission Providers

- 2.2. In order for the Contractor to be able to claim an Excusing Cause as set out in **sub-paragraph (a) of paragraph 1.2** above of that definition in relation to Electricity Transmission Providers, the Contractor shall, as a minimum:
 - 2.2.1. raise any relevant Faults or problems with the appropriate Electricity Transmission Provider and enter the time, date contact and Reference Number onto the Fault in the System within 30 (thirty) minutes of diagnosis of the Fault; and
 - 2.2.2. pro-actively monitor and progress chase the appropriate Electricity Transmission Provider This should be an update to the Fault on the System once after 15 days and then as a minimum on a weekly basis, more frequently at strategic Sites or as instructed by the Authority.
- 2.3. All such contact with the Electricity Transmission Provider will be recorded by the Contractor onto the Fault in the System, detailing the time, date and contact.

Communication Providers

- 2.4. In order for the Contractor to be able to claim an Excusing Cause as set out in **sub-paragraph (a) of paragraph 1.2** above, of that definition in relation to Communication Providers, the Contractor shall, as a minimum:

2.4.1. raise relevant Faults to the appropriate Communication Provider and enter the time, date, contact and Reference Number onto the Authority's Fault in the System within 30 (thirty) minutes of diagnosis of the Fault; and

2.4.2. pro-actively monitor and progress chase the Communication Provider This should be as a minimum an update to the Fault on the System on a daily basis, more frequently at strategic Sites or as instructed by the Authority.

2.5. All contacts shall be recorded onto the Authority's Fault in the System, detailing the time, date and contact.

Excusing Causes Related to Roadspace

2.6. Where the Contractor cannot gain access to the highway for one of the reasons set out in the definition of 'Excusing Causes', an Excusing Cause will apply if this prevents the Contractor from working on the Supported Equipment The Contractor will as a minimum provide daily updates of attempts to arrange the Services and progress with all concerned giving time, date and contact, recording all such contacts on the Authority's Fault in the System When a firm date has been arranged for meeting/Services commencement in future, that date will be entered into the Authority's Fault in the System.

Civil Engineering Works

2.7. An Excusing Cause will apply where Civil Engineering Works prevent the Contractor from working on the Supported Equipment or from completing the necessary maintenance provided that such engineering works are not covered within Regular Maintenance under the Contract. The Contractor will, as a minimum, within 2 (two) hours provide notification on the System of the civil engineering works required and will provide a drawing of the works required within 1 (one) Business Day of becoming aware of the civil engineering works.

Annex M5. Free Issue Equipment

Any free issue equipment will be identified during the mobilisation period and agreed with both parties prior to service commencement date.

Annex M6. CCTV IN-STATION ACCESS TIMES

Building Access Times for CCTV Faults and Preventative Maintenance

TfL Buildings				
Bor	OIF No.	Site Name	Notice and Access Times (ID requirements, where applicable)	
08	0101xx	Network Management Control Centre (NMCC) Palestra, 197 Blackfriars Road, London, SE1 8NJ	24 Hour Access for engineers with the required MPS security clearance (TfL pass)	
08	010180 010181 010182	London Underground Control Centre (LUCC) Palestra, 197 Blackfriars Road, London, SE1 8NJ	24 Hour Access for engineers with the required MPS security clearance and subject to prior notification (TfL pass)	
01	0102xx	Network Management Control Centre, Resilience Centre (NMCC-R) 200 Buckingham Palace Rd, London, SW1W 9TA	24 Hour Access for engineers with the required MPS security clearance and subject to prior notification (TfL pass)	
01	010xxx	Palestra, 197 Blackfriars Road, London, SE1 8NJ (General building access expect NMCC & LUCC)	24 Hour Access subject to standard security clearance	
17	01084x	Endeavour Square, Stratford, London, E20 1JN	Office Hours only subject to standard security clearance and subject to escort by on site contact (TfL pass)	
Building Mounted Cameras				
Bor	Camera	Site Name	Building	Notice and Access Times
11	017250	M41 Southern R/A	Bush Court, Shepherds Bush	Access via Council Housing Manager - Office Hours only
01	017302	A40(M) Eastern End	John Arid Court, Paddington	Access via Council Housing Manager - Office Hours only
01	017303	A40(M) Paddington Slip	Brink low House, Paddington	Access via Council Housing Manager - Office Hours only
12	017304	A40(M) N. Roundabout	Whitstable House, North Kensington	Access via Council Housing Manager - Office Hours only

Annex M7. CCTV Maintenance Out-station Exception Examples

Please refer to Schedule 27 Schedule_3_Statement of Requirements Part 4_Annex M07

Annex M8. CCTV Maintenance Sample Take-Over Certificate

Please refer to Schedule 27 Schedule_3_Statement of Requirements Part 4_Annex M08

Annex M9. CCTV OPERATOR INTERFACE QUICK START GUIDE

Please refer to Schedule 27: Schedule_3_Statement of Requirements Part 4_Annex M09

Annex M10. OIF AND RVC DECODER PC WARRANTIES

Operator Interface PC Warranty Dates

Please refer to Schedule 27 file titled: -

Schedule_3_Statement of Requirements Part 4_Annex M10

OIF Site Warranties Workbook Tab

RVC Decoder PC Warranty Dates

Please refer to Schedule 27 file titled: -

Schedule_3_Statement of Requirements Part 4_Annex_M10

RVC Site Warranties Workbook Tab

Annex M11. EXAMPLE FAULT CODES

Please refer to Schedule 27 file titled: -

Schedule_3_Statement of Requirements Part 4_Annex M11

Annex M12. KEY CONTRACT INTERFACES

Process Chart – CCTV Contract Interfaces – Installation & Commissioning

Please refer to Schedule 27 file titled: -

Schedule_3_Statement of Requirements Part 4_Annex M12a

Process Chart – CCTV Contract Interfaces – Corrective Maintenance Related Faults

Please refer to Schedule 27 file titled: -

Schedule_3_Statement of Requirements Part 4_Annex M12b

Annex M13. CCTV System Wiki Access Procedure

The Transport for London Streets CCTV System Wiki containing the system documentation including Operation and Maintenance Manuals can be accessed via the following link: -

<https://greenaspect.info/cctv/wiki>

For security reason Login details will be provided to the Contractor

Annex M14. CCTV Site Data

Please refer to Schedule 27 spreadsheet file titled: -

Schedule_3_Statement of Requirements Part 4_Annex M14

Annex M15. CCTV Site Equipment

Please refer to Schedule 27 spreadsheet file titled: -
3_Statement of Requirements Part 4_Annex M15

Annex M16. CCTV SITE Structure (Network Failure Points)

Please refer to Schedule 27 file titled: -



TRAFFIC TECHNOLOGY CONTRACT (TTC)
LOT 8 (EIGHT) – CCTV OUT-STATION
PAN LONDON

Schedule 4

Service Level Agreement

1 Introduction

- 1.1 This Service Level Agreement sets out defined Service Level Indicators and other performance measures including Availability Targets and Response Times for Emergency Faults (all defined below as "**Performance Measures**") which the Contractor is obliged to meet when performing the Services and against which the Contractor's performance will be measured.
- 1.2 Without prejudice to the Contractor's obligations to provide the Services in accordance with the Contract, the SLIs and other Performance Measures have been selected to reflect areas of the Services which are essential in order to deliver an acceptable level of (i) customer service to the Authority; and (ii) operational and technical performance, and to avoid exposing the Authority to significant financial or reputational risk. Service Failure Points have been assigned to each SLI and certain other Performance Measures. These are then converted to Service Failure Abatements in order to seek to reflect the impact on the Authority of the failure by the Contractor to meet the SLIs and/or Performance Measures.

2 Overview

- 2.1 The Contractor will provide the Services in accordance with Good Industry Practice and using all reasonable care and skill at all times. Without prejudice to the foregoing, the Contractor will perform the Services in accordance with the following levels of service such that any given time, targets or metrics set out in them are met or exceeded (as applicable):
 - (a) the Service Level Indicators as set out in Table 5 in **Annex A** to this **Schedule 4 ("Table 5")**;
 - (b) the Availability Targets as set out in **Schedule 5 (Price and Payment)**;
 - (c) the Response Time and Resolution Time for Direction Faults as set out in **paragraph 4.5 of Part 4 of Schedule 3 (Statement of Requirements)**; and
 - (d) the Required Make Safe Time for Emergency Faults as set out in **paragraph 4.7 of Part 4 of Schedule 3 (Statement of Requirements)**.(each and together, being the "**Performance Measures**").
- 2.2 Unless otherwise expressly stated to the contrary, the SLIs and the Availability Targets measure the CCTV Out-Station Sites (including FDC & RDC and Taxi Rank CCTV) and Operator Interface Sites (including Network Node).
- 2.3 The levels of service, speed of response, SLIs and Availability Targets which the Contractor is required to meet together with the Service Failure Points to be awarded by the Authority if the required levels of service performance, response times, Availability Targets and/or SLIs are not met are set out in this **Schedule 4** below and/or are set out in **Schedule 5 (Price and Payment)**. Service Failure Points for a failure by the Contractor to meet the required levels of service, SLIs,

Availability Targets and/or the Response Times for Emergency Faults and Direction Faults will be issued pursuant to **paragraph 4** below unless and to the extent that an Exception applies in accordance with **Schedule 3 (Statement of Requirements), Part 4, Annex M4**.

- 2.4 Table 5 in **Annex A** of this **Schedule 4**, sets out the Service Level Indicators and the Service Failure Points that will be awarded if the required levels of service for the SLIs are not met. **Schedule 5 (Price and Payment)** sets out certain financial consequences of the failure by the Contractor to achieve an Availability Target and/or a failure to meet a Response Time and/or Resolution Time for Direction Faults and/or a failure to meet the Required Make Safe Time for Emergency Faults. **Paragraph 4** below sets out certain other consequences of failing to respond to and resolve an Emergency Fault on time.
- 2.5 The Contractor's performance against the Performance Measures will be measured by the Authority at the end of each measurement period (as set out and defined in Table 5 in **Annex A** of this **Schedule 4**) (a "**Measurement Period**") and SFPs will be notified to the Contractor within 5 (five) Business Days after the end of each Measurement Period in respect of the relevant Measurement Period. SFPs for a failure by the Contractor to meet Availability Targets and/or the Response Time and Resolution Time for Direction Faults and/or the Required Make Safe Time for Emergency Faults are calculated automatically at the end of each Reporting Period by the System.

3 Service Level Indicator Reporting

- 3.1 The Authority will provide to the Contractor for each Reporting Period, on or around the end of the relevant Reporting Period (the "**Service Level Indicator Report Date**"), a Service Level Indicator Report in respect of the SLIs set out in Table 5 in **Annex A** of this **Schedule 4**.

- 3.2 If the Contractor identifies any errors, omissions or discrepancies in the Service Level Indicator Reports, the Contractor will notify the Authority within 5 (five) Business Days of receipt of the Service Level Indicator Report specifying what it considers to be the correct details together with details of the errors, omissions or discrepancies and the Contractor's rationale for all of this. In the event of any dispute between the Contractor and the Authority in respect of the Service Level Indicator Report, the Authority's decision will be final. If no such notification is received by the Authority within 5 (five) Business Days of the Contractor receiving the Service Level Indicator Report, the Authority will consider it to be final and accepted by the Contractor.
- 3.3 The Contractor will provide to the Authority any relevant performance reports as outlined within **Schedule 8**.

4 Service Failure Points

- 4.1 Service Failure Points or SFPs will be issued by the Authority for a failure by the Contractor to meet the Performance Measures over a Measurement Period as follows:
- For failure to meet a Service Level Indicator, SFPs will be issued as set out in Table 5 in **Annex A** of this **Schedule 4**.
 - For failure to meet any one Response Time or Resolution Time for a Direction Fault, 1 (one) SFP will be issued for each occurrence.
 - For failure to meet the Required Make Safe Time of 2 (two) hours for an Emergency Fault, 1 (one) SFP will be issued for each occurrence.
- 4.2 Service Failure Points will be calculated and issued by the Authority and the results will be accessible, by the Contractor, via the System.
- 4.3 A final SFP total is calculated over 3 (three) rolling Reporting Periods (SFPs applied in one Reporting Period are included in the total for the Reporting Period in which they are first applied and for two (2) further sequential Reporting Periods). The periodic and cumulative results will be included in the System reports.
- 4.4 Service Failure Points will accrue from the Works Commencement Date.

5 Service Failure Points and Service Failure Abatements

- 5.1 If the Contractor fails to achieve one or more Service Level Indicator performance requirements detailed in the SLI Table 5 in **Annex A** of this **Schedule 4**, Service Failure Points will be applied as indicated in the SLI Table.
- 5.2 Service Failure Abatements (as set out in further detail and given a value in Schedule 5 (Price and Payment) will apply if the total SFPs resulting from SLIs in respect of a Reporting Period exceed the following levels:

Table 1: SFP to SFA Conversion

SFPs per Reporting Period	Number of SFAs
Up to 4	nil
5	1
Every additional 2	1

- 5.3 Service Failure Points and Service Failure Abatements will be calculated by the Authority on a daily basis in the System and the results will be available to the Contractor in the System provided that the amount of any Service Failure Abatement for each Reporting Period will not exceed 15% of the Charges for Maintenance which have been paid and/or are to be paid (whether or not yet invoiced) in respect of Regular Maintenance performed and/or to be performed and/or which was due to be performed in the relevant Reporting Period in which the claim arose (the "SFA Cap"). For the avoidance of doubt, the SFA Cap will be a financial cap on the amount of SFAs payable during a Reporting Period for SFPs during the relevant Reporting Period, provided that in each case of: (i) the event of termination by the Authority (other than for convenience by the Authority) and/or (ii) the exercise by the Authority of its rights to Step-In and/or Re-allocate the Services, the Authority has a right to seek to and may bring a claim further financial damages for breaches which link to failures which might otherwise have been recompensed for and fall under the SFA Cap and/or for SFPs which are in excess of the SFA Cap. For the avoidance of doubt any and all SFA Caps relate only to SFPs and are without prejudice to the Authority's other rights and remedies under the Contract.
- 5.4 The final SFP and SFA totals for each Reporting Period will be included in the Service Level Indicator Report. The total Abatement (if any) will be deducted from the Total Regular Maintenance Payment due to the Contractor for the relevant Reporting Period as detailed in **paragraph 2 of Schedule 5 (Price and Payment)**.
- 5.5 Any SFPs issued for failures within SLI 16 Health & Safety and/or SLI 20 Environmental Compliance will not contribute towards the SFA total.

6 Remedies Available to the Authority

- 6.1 If the Contractor fails to meet one or more of the Performance Measures in a relevant Measurement Period then, without prejudice to the Authority's other rights and remedies (including the right to receive Emergency Fault Abatements and Direction Fault Abatements under **Schedule 5**), where the total number of SFPs awarded against the Contractor (measured on a 3 (three) rolling Reporting Period basis) in a Lot meets the thresholds shown in column 3 in Table 2 below (threshold parameter), the Authority will be entitled to the remedies and adjustments set out as follows:

Table 2: Remedies and Adjustments

Remedy Number	Remedy	Threshold parameters – which can be triggered in any rolling 3 (three) Reporting Periods for each Lot it is relevant to	Remedy Loss Service for of	Remedies Potentially Recoverable
1	SFP Accrual and SFA where applicable	1 (one) SFP up to and including 23 (twenty three) SFPs	£500 per SFA	None applicable
2	First Warning Notice (First Action Plan)	24 (twenty four) SFPs in the relevant 3 rolling Reporting Periods	Remedy 1 available, plus 5% of the value of invoices due for payment within the relevant Reporting Period retained.	5% recoverable in accordance with paragraph 7.6 below.
3	Second Warning Notice (Second Action Plan)	32 (thirty two) SFPs in the relevant 3 rolling Reporting Periods	Remedy 1 and 2 retained plus 5% of the value of invoices due for payment within the relevant Reporting Period retained.	5% recoverable in accordance with paragraph 8.7 below.
4	Step-in (as the Authority	40 (forty) SFPs in the relevant 3	Remedy 1, 2 and 3 retained	Not applicable

	sees fit in accordance with Clause 31 of the Contract) / Full or partial Termination (all optional at the discretion of Authority)	rolling Reporting Periods		
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6.2 For the avoidance of doubt and without prejudice to its other rights and remedies, the Authority will be entitled to exercise any remedy(ies) it so chooses provided the relevant threshold has been met and it is not necessary for the Authority to have applied a lower level remedy before applying a higher level remedy or to have issued any Warning Notices prior to the right to fully terminate the Contract (or part thereof) provided that the threshold for this remedy has been triggered (being 40 or more Service Failure Points in the relevant 3 (three) rolling Reporting Periods as at the date when the Authority exercises any remedy). For the avoidance of doubt, the right to exercise any remedy(ies) will arise once the relevant threshold is reached.

6.3 The remedies set out in this **Schedule 4** are without prejudice to the Authority's other rights and remedies, including without limitation the right to require a Rectification Plan under **Clause 15** of the Contract or its rights of termination and/or step-in and such rights will arise without the need to instigate the Action Plans or other remedies set out in this **Schedule 4**.

7 First Warning Notice

7.1 If 24 (twenty four) or more SFPs are accrued in any rolling 3 (three) Reporting Periods in a relevant Lot, the Authority will have the right, without prejudice to the Authority's other rights and remedies, to serve a written notice on the Contractor ("**First Warning Notice**"), setting out details of the Performance Measures which have been breached giving rise to the notice, stating in the notice that it is a First Warning Notice for the relevant Lot.

7.2 The Contractor will within 5 (five) Business Days of receiving such notice present an Action Plan ("**First Action Plan**") to the Authority which will demonstrate its ability to achieve future compliance with the relevant Performance Measure(s) for the written approval of the Authority (such approval not to be unreasonably withheld or delayed) at a meeting at the Authority's

premises (or other alternative meeting arrangements proposed by the Authority which may be virtual for example). The proposed First Action Plan must be signed by the Contractor's Contract Manager.

- 7.3 If the Authority notifies the Contractor that it is withholding its approval to the First Action Plan, it will provide a written notice to the Contractor making clear its reasons. The Contractor will within a further 5 (five) Business Days of receiving such notice, provide the Authority with a revised First Action Plan adequately addressing the concerns of the Authority set out in its notice to withhold approval.
- 7.4 Once approved by the Authority's Project Manager in writing, the Contractor will immediately implement the First Action Plan and will submit weekly reports to the Authority until the end of the following Reporting Period evidencing how the measures identified in the First Action Plan have been successfully implemented.
- 7.5 Without prejudice to **paragraph 7.8**, if the Authority, in its sole discretion, considers that the Contractor has not been complying with the First Action Plan or has not successfully implemented the measures identified in it, the Authority can extend the requirement for weekly reports beyond the Reporting Period and require further meetings with the Contractor. Furthermore, the Authority may, if it so wishes, at any time arrange a meeting at the Authority's premises (or other alternative meeting arrangements proposed by the Authority), requiring the Contractor to attend within 3 (three) Business Days, with those persons reasonably specified by the Authority, in order to discuss the implementation of the measures identified in the First Action Plan.
- 7.6 If the First Action Plan is successfully implemented to the satisfaction of the Authority, then without prejudice to the Authority's other rights and remedies and subject to **paragraph 7.7** below, the 5% remedy for loss of Service applied as per Remedy 2 in Table 2 above will be returned to the Contractor as an adjustment at the end of the next Reporting Period.
- 7.7 If the First Action Plan is not successfully implemented to the satisfaction of the Authority by the end of the next Reporting Period, the 5% adjustment for loss of Service will be retained by the Authority.
- 7.8 If:
- (a) the Authority withholds its approval to any revised First Action Plan; or
 - (b) following written approval by the Authority of a First Action Plan (including any revised First Action Plan), the Contractor fails within 15 (fifteen) calendar days of a written notice being served on it by the Authority specifying material non-compliance with the First Action Plan (including any revised First Action Plan) and requiring it to be remedied, to remedy such non-compliance and to demonstrate in writing it has successfully implemented the First Action Plan such that the relevant Performance Measure(s) will be met or exceeded in the future,

the Authority will have the right to issue a Second Warning Notice in accordance with **paragraph 8** below.

8 Second Warning Notice

8.1 If:

- (a) 32 (thirty two) or more SFPs are issued for a Lot in respect of any rolling 3 (three) Reporting Periods; or
- (b) the Contractor fails to comply with a First Action Plan or the Authority withholds its approval to any revised First Action Plan in accordance with **paragraph 7.8** above,

then, without prejudice to the Authority's other rights and remedies, the Authority will have the right to serve a second written notice on the Contractor ("**Second Warning Notice**"), setting out details of the Performance Measures which have been breached giving rise to the notice or that the right under paragraph 8.7(b) has arisen due to the withholding by the Authority, stating in the notice that it is a Second Warning Notice.

8.2 The Contractor will within 5 (five) Business Days of such notice, present an Action Plan ("**Second Action Plan**") to the Authority which will demonstrate its ability to comply with the relevant Performance Measure(s), for each measure proposed and/or to remedy the non-compliances or failures, for the written approval of the Authority (such approval not to be unreasonably withheld or delayed) at a meeting at the Authority's premises (or other alternative meeting arrangements proposed by the Authority). The Contractor's Second Action Plan must be signed by the Contractor's Managing Director.

8.3 Where the Second Warning Notice is in respect of Performance Measures for which the Contractor has previously produced an Action Plan, the Contractor will ensure that the Second Action Plan proposes new measures to improve the Contractor's performance so that the Contractor once again performs in accordance with all the Performance Measures and meets or exceeds such Performance Measures and, where relevant, it remedies the non-compliances or failures.

8.4 If the Authority reasonably notifies the Contractor that it is withholding its approval to the Second Action Plan, it will provide written notice to the Contractor making clear its reasons. The Contractor will within a further 5 (five) Business Days of receiving such notice provide the Authority with a revised Second Action Plan adequately addressing the concerns set out in the Authority's notice to withhold approval.

8.5 The Contractor will immediately implement the Second Action Plan following approval by the Authority and will submit a report to the Authority at the end of each week until the end of the following Reporting Period evidencing in writing how the measures identified in the Second Action Plan have been implemented.

- 8.6 Without prejudice to **paragraph 8.7**, if the Authority in its sole discretion considers that the Contractor has not been complying with the Second Action Plan it can extend the requirement for weekly reports beyond the Reporting Period and require further meetings with the Contractor. Furthermore, the Authority may, if it so wishes, at any time arrange a meeting at the Authority's premises (or other alternative meeting arrangements proposed by the Authority), requiring the Contractor to attend within 3 (three) Business Days, with those persons reasonably specified by the Authority, in order to discuss the implementation of the measures identified in the Second Action Plan. Additionally, the Authority may require the Contractor to take part in an escalation discussion in accordance with **Clause 74.4** of the Contract.
- 8.7 If the Second Action Plan is successfully implemented to the satisfaction of the Authority, then without prejudice to the Authority's other rights and remedies and subject to **paragraph 8.8** below, the 5% remedy for loss of Service applied as per Remedy 3 in Table 2 above will be returned to the Contractor as an adjustment at the end of the next Reporting Period.
- 8.8 If the Second Action Plan is not successfully implemented to the satisfaction of the Authority by the end of the next Reporting Period, the 5% adjustment for loss of Service will be retained by the Authority.

9 Step In and Full or Partial Termination

- 9.1 If:
- (a) the Authority withholds its approval to any revised Second Action Plan; or
 - (b) following written approval by the Authority of a Second Action Plan (including any revised Second Action Plan), the Contractor fails within 30 (thirty) calendar days of a written notice being served on it by the Authority specifying material non-compliance with the Second Action Plan (including any revised Second Action Plan) and requiring it to be remedied, to remedy such non-compliance and to demonstrate in writing it has successfully implemented the Second Action Plan such that the Performance Measures will be met or exceeded in the future; or
 - (c) a total of 40 (forty) or more SFPs are issued in any rolling 3 (three) Reporting Periods in a relevant Lot,

then without prejudice to the Authority's other rights and remedies, the Authority will have the right to exercise its step in rights, in accordance with **Clause 31** of the Contract, in respect of any or all of the Services under this Contract or terminate this Contract (in full or part) on the grounds that the Contractor has committed an irremediable material breach under **Clause 32.1.1** of the Contract with immediate effect or on such longer notice as the Authority wishes to give (up to 18 (eighteen) months) by serving written notice on the Contractor and the provisions of **Clause 32.1.1** and **Clause 33** of the Contract will apply.

10 Changes to Performance Measures

- 10.1 The Authority and the Contractor may at any time request a change to the Performance Measures, SLIs and/or to any part or all of the regime for managing and assessing the Performance Measures set out in this **Schedule 4**. Any such amendments to this **Schedule 4** will be implemented in accordance with **Schedule 7 (Change Control Procedure)**.
- 10.2 The Authority may propose changes to 5 (five) SLIs in this **Schedule 4** within any 13 (thirteen) Reporting Periods. Agreement to such changes will not be unreasonably withheld or delayed by the Contractor. Any such amendments to this **Schedule 4** will be implemented in accordance with **Schedule 7 (Change Control Procedure)**.
- 10.3 The Authority may propose an additional 2 (two) SLIs in this **Schedule 4** within any 13 (thirteen) Reporting Periods. Agreement to such changes will not be unreasonably withheld or delayed by the Contractor. Any such amendments to this **Schedule 4** will be implemented in accordance with **Schedule 7 (Change Control Procedure)**.
- 10.4 Without prejudice to paragraphs 10.2 and 10.3, the Authority may propose additional changes to SLIs or other Performance Measures that enable the Authority to align its contracts for Services. Agreement to such changes will not be unreasonably withheld or delayed by the Contractor. Any such amendments to this **Schedule 4** will be implemented in accordance with **Schedule 7 (Change Control Procedure)**.

11 Direction Faults and Service Failure Abatements

- 11.1 The Contractor may incur SFAs in relation to the Response Time and Resolution Time for each Direction Fault as calculated in accordance with the following paragraphs. The Response Time and Resolution Time for Direction Faults are calculated automatically by the System following the end of each Reporting Period.
- 11.2 The Response Time and Resolution Time for each Direction Fault in a Reporting Period will be calculated on or after the third calendar day following the end of each Reporting Period on the basis of Faults notified to the Contractor prior to the end of the Reporting Period. The Response Time and Resolution Time calculations will take account of Fault and Repair details entered into the System within 2 (two) calendar days of the end of the Reporting Period provided these have been confirmed by the Authority.
- 11.3 The Response Time and Resolution Time calculations set out in **paragraph 11.2** above will only include the following:
 - (a) Faults confirmed before the end of the Reporting Period;
 - (b) Faults that were not fully Cleared prior to the start of the Reporting Period; and

- (c) Repairs and other Clears related to (a) and (b) above entered into the System within 2 (two) calendar days after the end of the Reporting Period.

- 11.4 For the avoidance of doubt, only Abatements incurred up to the end of the Reporting Period will be included in the payment calculations for that Reporting Period.
- 11.5 Where confirmed Direction Faults are found to have "No Fault Found" or "Cancelled by FCC" (cancelled by the Authority) (as indicated by the relevant Repair being entered and confirmed in the System) then, provided that the Repair is entered in the System by the Contractor within 2 (two) calendar days of the end of the relevant Reporting Period, no Abatement will be incurred in respect of that Fault. If the Repair record is entered into the System later than 2 (two) calendar days following the end of the relevant Reporting Period, Abatements may be incurred up until the end of the Reporting Period and no retrospective calculation will be applied to Financial Incentives calculated for that Reporting Period.
- 11.6 It is the responsibility of the Contractor to ensure that Repair details are entered into the System in a timely manner and that they accurately reflect the actions taken to correct each Fault, including requests for Exceptions in the System in respect of Excusing Causes.
- 11.7 It is the responsibility of the Authority to ensure that all Repairs entered into the System within 2 (two) calendar days of the end of a Reporting Period are confirmed or rejected prior to the calculation of the Response Time and Resolution Time under **paragraph 11.2** above for the purposes of determining Financial Incentives.
- 11.8 The Response Time and Resolution Time are calculated for each Direction Fault.

12 Direction Fault Response Time Calculation

- 12.1 Response Time = (first Clear Entry date and time – Fault confirmed date and time).
- 12.2 The first Clear Entry must show the name and contact details for the attending engineer.

13 Direction Fault Resolution Time Calculation

- 13.1 In order to take account of Exceptions, Resolution is measured at 2 (two) stages:
 - (a) Total Resolution Time = (full Clear Entry date and time – Fault confirmation date and time); and
 - (b) Contractor Resolution Time = (Total Resolution Time – sum of Exception times),where:

Exception time = (Exception Lift date and time – Exception Entry date and time).

- 13.2 The Contractor Resolution Time is used for Resolution performance measurement calculations.

14 Response and Resolution Performance

- 14.1 Direction Fault Response and Resolution performance is measured against the Response Time and Resolution Time targets as shown in Table 3 below:

Table 3: Direction Fault Response Time and Resolution Time limits

Response Time target for first Clear entry	Resolution Time target for full Clear entry
1 hour	2 hours

- 14.2 The time of a Direction Fault confirmation determines the Response Time and Resolution Time targets for the duration of that Fault.
- 14.3 Fault Response is late if the Response Time exceeds the Response Time target as set out in Table 3 above.
- 14.4 Fault Resolution is late if the Resolution Time exceeds the Resolution Time target as set out in Table 3 above.

15 The number of SFAs for Fault Response and Resolution

- 15.1 Service Failure Abatements will apply where either Response or Resolution is late. The number of SFAs (if any) applicable to each Fault will be determined as indicated in the following table:

Table 4: SFAs for failure to meet Direction Fault Response Time and Resolution Time limits

Measurement Point	
Response	Resolution
Initial failure: 2 SFAs; and 1 SFA for each additional 30 minutes late	Initial failure: 1 SFA; and 1 SFA for each additional 60 minutes late

- 15.2 For the avoidance of doubt, SFAs in respect of both late Response and late Resolution may be applied to the same Fault.
- 15.3 The number of SFAs accumulated for each Fault occurring in each Reporting Period is calculated automatically by the System at the end of each Reporting Period.
- 15.4 The number of SFAs for Fault Response and Resolution in a Reporting Period is the sum of SFAs applicable to individual Faults during the Reporting Period

and is used to calculate the Total Service Abatement due in the Reporting Period pursuant to Part 1 of **Schedule 5**.

Annex A: SLI Table

Table 5

For the purposes of the table below "Contract Year 1" will be the period from the Works Commencement Date, "Contract Year" will correspond with the Authority's financial year being 1 April – 31 March

					Target Number per Lot across a Reporting Period					
SLI number	SLI Title	Service Level Indicator	Description	Measurement Period	Contract Year 1 Target	Contract Year 2 Target	Contract Year 3 Target	Contract Year 4 Target	Contract Year 5 Target	Contract Year 6 Target, Contract Year 7 and/or Contract Year 8
1	Faults	Number of Faults which remain unresolved after the specified timeframe.	If the number of outstanding Faults, which have been live and not in exception for longer (cumulatively) than 8 (eight) weeks, is above the Target Number, the Contractor will incur 2 or more SFPs as set out to the right.	1 Reporting Period	In each case, the Target Number will be 25 or less Faults and the columns below show the SFPs that will be attracted at certain thresholds of Fault above the Target Number					
					0-10 faults = zero SFP, 11-20 faults = 1 SFP, 21-35 = 2 SFPs, 36-50 faults = 3 SFPs, 51-60 faults = 4 SFPs, 61+ faults = 5 SFPs.	0-10 faults = zero SFP, 11-20 faults = 1 SFP, 21-35 = 2 SFPs, 36-50 faults = 3 SFPs, 51-60 faults = 4 SFPs, 61+ faults = 5 SFPs.	0-10 faults = zero SFP, 11-20 faults = 1 SFP, 21-35 = 2 SFPs, 36-50 faults = 3 SFPs, 51-60 faults = 4 SFPs, 61+ faults = 5 SFPs.	0-10 faults = zero SFP, 11-20 faults = 1 SFP, 21-35 = 2 SFPs, 36-50 faults = 3 SFPs, 51-60 faults = 4 SFPs, 61+ faults = 5 SFPs.	0-10 faults = zero SFP, 11-20 faults = 1 SFP, 21-35 = 2 SFPs, 36-50 faults = 3 SFPs, 51-60 faults = 4 SFPs, 61+ faults = 5 SFPs.	0-10 faults = zero SFP, 11-20 faults = 1 SFP, 21-35 = 2 SFPs, 36-50 faults = 3 SFPs, 51-60 faults = 4 SFPs, 61+ faults = 5 SFPs.
2	Repeat Faults	Number of Sites with multiple repeat Faults (i.e. Faults with the same Site Description) in	Where the number of Sites that have 4 (four) or more repeat Faults with the same type of Fault Description	1 Reporting Period	8	7	6	6	6	6

		a Reporting Period.	in a Reporting Period is above the Target Number, the Contractor will incur one SFP.							
3	Minimum Site Availability	Site Availability Categories where the Availability falls below the Minimum Site Availability Table applied per Schedule 5. Note: 2 failures are recorded if both Availability Categories at a Site are below the Minimum Site Availability.	Number of Availability Categories at any Site that fall below the Minimum Site Availability limit in a Reporting Period (1 SFP applied per Reporting Period per Availability Category below the limit over SLI threshold in that Reporting Period).	1 Reporting Period	8 instances	6 instances	4 instances	2 instances	2 instances	2 instances
4	Periodic Inspection Report	Number of Periodic Inspections where the completed Periodic Inspection report is not input into the System within 1 (one) week of the date of the inspection.	Number of Periodic Inspections where the completed Periodic Inspection On-line Questionnaire is not saved and submitted in the System within 1 week of the inspection date (1 SFP applied in a Reporting Period per late report over SLI threshold).	1 Reporting Periods	8 Periodic Inspections	6 Periodic Inspections	4 Periodic Inspections	4 Periodic Inspections	4 Periodic Inspections	4 Periodic Inspections
5	Installation (Capital Works)	Percentage of Instructed Capital Works schemes where the	Percentage of Instructed Capital Works schemes in a reporting period where the Contractor does	1 Reporting Period	10% of schemes	9% of schemes	7% of schemes	6% of schemes	5% of schemes	5% of schemes

		<p>Contractor fails to meet the Completion Date.</p> <p>(Calculated as a percentage of Instructed Capital Works schemes for which the Completion Date is due within the relevant Reporting Period).</p>	<p>not meet the Completion Date due in that reporting period for a particular scheme as set out in this Contract as required by the Works Instruction (2 SFPs applied in a Reporting Period per instance over SLI threshold in that Reporting Period).</p>							
6	Traffic Management	<p>If the Authority, at any time, inspects a Site and finds that the Traffic Management provided by the Contractor is not in accordance with of Schedule 16 (Permitting, Lane Rental and Traffic Management).</p>	<p>Number of Authority Site inspections where the Authority finds that the Traffic Management provided by the Contractor is not in accordance with the provisions of Schedule 16 (Permitting, Lane Rental and Traffic Management) (in the Authority's discretion) (2 SFPs applied in a Reporting Period per instance over SLI threshold).</p>	1 Reporting Periods	4 instances	3 instances	3 instances	3 instances	3 instances	3 instances
7	Site Status, & Log Book Entries	<p>Number of Sites inspected where the Site status and/or log book entry does not match the Fault records and/or</p>	<p>Number of instances in a Reporting Period where the Authority inspects a Site and the Site status does not match the Fault records and/or information given to the Authority</p>	1 Reporting Period	5 instances	4 instances	3 instances	2 instances	2 instances	2 instances

		information given to the Authority.	and/or information recorded in the CCTV System and/or the Site log book following work undertaken by the Contractor on Site where applicable (1 SFP applied in a Reporting Period per instance over SLI threshold over a Reporting Period).							
8	Completion on Time	Number of times the Contractor fails to complete a Supplementary Works Order, Ordered Maintenance or a Planned Event on time.	Number of times in a Reporting Period the Contractor fails to complete Supplementary Works Order, Ordered Maintenance or a Planned Event on time (1 SFP applied in a Reporting Period per instance over SLI threshold in that Reporting Period).	1 Reporting Period	1 instance	1 instance	1 instance	1 instance	1 instance	1 instance
9	Documentation	Percentage of Instructed Capital Works and/or Ordered Maintenance where the Contractor does not meet the agreed timescale for the particular Scheme to which the Documentation relates as set out in this Contract as	The Authority will record the percentage of Instructed Capital Works or Ordered Maintenance where the Contractor fails to meet the agreed timescales for the submission of Documentation.	1 Reporting Period	5% of Instructed Capital Works	4% of Instructed Capital Works	3% of Instructed Capital Works	2% of Instructed Capital Works	2% of Instructed Capital Works	2% of Instructed Capital Works

		required by a Works Instruction or Works Order. (Calculated as a percentage of Instructed Capital Works for which Documentation is due within the relevant Reporting Period).								
10	Rectification / Snagging	Number of times the Contractor fails to complete Rectification works / snagging within 2 weeks of original Commissioning date.	To ensure that all snagging is cleared within a reasonable timeframe. 2 SFPs will be applied every time the target number of failures is recorded, i.e. in Year 1, 4 failures within a Reporting Period will result in 1 SFPs, 8 failures within a Reporting Period will result in 2 SFPs, 12 failures within a Reporting Period will result in 3 SFPs and so on.	1 Reporting Period	Every 4 site failures	Every 4 site failures	Every 4 site failures	Every 3 site failures	Every 3 site failures	Every 3 site failures
11	Equipment	Number of instances the Contractor installs Equipment that is not on the Authority's Approved	If the Contractor installs Equipment that is not on the Equipment List, 2 SFPs will be applied. i.e. 2 SFPs will be applied per	1 Reporting Period	0 instances	0 instances	0 instances	0 instances	0 instances	0 instances

		Equipment List.	instance. SFPs will be awarded irrespective of the subsequent removal and replacement of such Equipment as required.							
12	Equipment Data Quality	Number of times where the Contractor has made changes to the Equipment and the relevant updates have not been entered into the System within 1 (one) week of the change.	Number of times in a Reporting Period where the Authority identifies that the Contractor has made changes to the Equipment and the relevant updates have not been entered into the System within 1 week of the change (1 SFP applied in a Reporting Period per instance over SLI threshold).	1 Reporting Periods	5 instances	4 instances	3 instances	2 instances	2 instances	2 instances
13	Electrical Design	Number of times an Electrical Design checked by the Authority is found to be non-compliant with the IET Regulations and the Works Instruction or Works Order.	If, upon a check carried out by the Authority, an Electrical Design is found to be non-compliant with the IET Regulations, the Works Instruction or Works Order, or may be a potential Health & Safety concern or is found to be non-compliant with the Works Instruction, a defect will be raised. 2 SFPs will be applied each time a defect is not satisfactorily resolved within 2	1 Reporting Period	0 instances of non-compliance	0 instances of non-compliance	0 instances of non-compliance	0 instances of non-compliance	0 instances of non-compliance	0 instances of non-compliance

			<p>working days i.e. 2 SFPs will be applied per instance which exceeds this timescale. Plus 1 SFP per each day above 2 working days.</p> <p>For the avoidance of doubt this SLI refers to working days as Monday to Friday, with a cut off at 17:00 Friday.</p>								
14	Detailed Design	Number of times a Detailed Design is accepted by the Authority at first submission ("passed"). Where the proportion of Detailed Designs have not passed, 2 SFPs will be applied.	<p>Detailed Designs should be passed on their first submission. Detailed Designs that are not passed at their first submission, outside of the Target Number, will incur 2 SFPs. For the avoidance of doubt this excludes items covered by SLI 13.</p>	1 Reporting Period	80% pass	80% pass	80% pass	80% pass	80% pass	80% pass	80% pass]
15	Asset Condition Data	Percentage of total asset condition data captured (being an "inspection").	<p>Asset condition data / inspection is to be captured every year and recorded in the System. 1 SFP will be applied for each 1% below the Target Number.</p>	1 Reporting Year	100% inspections requested	100% inspections requested	100% inspections requested	100% inspections requested	100% inspections requested	100% inspections requested	100% inspections requested

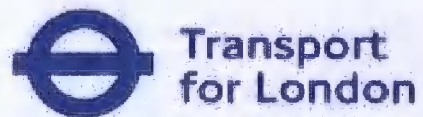
16	Health & Safety	Number of instances within any Sites, stores, Depots and/or logistics centres, which are utilised for the benefit of this Contract, where the Contractor is in breach of any Contractor and/or Authority Health & Safety policy and/or Health & Safety procedures as set out or referred to in this Contract or health & safety laws (each being a type of "Health & Safety").	If at any time any breach of Health & Safety is incurred by the Contractor, 5 SFPs will be applied. Where a breach by the Contractor could be considered applicable under this Health & Safety SLI 16 and SLI 17, the Authority will determine which SFP is applicable. For the avoidance of doubt, SFPs will not be applied twice for one breach.	1 Reporting Periods	0 instances	0 instances	0 instances	0 instances	0 instances	0 instances
17	Health & Safety Incident Reporting	Incident investigation reports accepted by the Authority within 14 days of the incident occurring. Incidents to be reported are RIDDORs, all lost time incidents and utility strikes.	Percentage of incident investigation reports accepted by the Project Manager within 14 days of the incident occurring (or a longer period if agreed with the Project Manager). Data Source: Info Exchange A = Number of incident investigation reports submitted within the	1 Reporting Period	90%	90%	90%	90%	90%	90%

			<p>Reporting Period which were accepted by the Project Manager within 14 days of the relevant incident.</p> <p>B = Total number of incidents within the Reporting Period.</p> <p>Score = (A / B) x 100</p>							
18	All Accident Frequency Rate (AAFR)	AAFR only applicable for Works undertaken as Principal Contractor.	<p>The AAFR is the total number of Contractor incidents and injuries at Sites within the Working Areas under control and/or supervision of the Contractor per 100,000 hours worked over 13 consecutive Reporting Periods.</p> <p>A = Number of Contractor incidents and injuries over 13 consecutive Reporting Periods.</p> <p>B = Number of hours worked over 13 consecutive Reporting Periods</p> <p>Score = (A / B) x 100,000.</p>	1 Reporting Period	1.15	1.15	1.15	1.15	1.15	1.15

19	Utility strike rate	Utility strike rate which is within the control of the Contractor.	<p>Total number of utility strikes to any Services at Sites within the Working Areas under control and/or supervision of the Contractor per 100,000 hours worked over 13 consecutive Reporting Periods.</p> <p>A = Number of utility strikes over 13 consecutive Reporting Periods.</p> <p>B = Number of hours worked over 13 consecutive Reporting Periods.</p> <p>Score = (A / B) x 100,000.</p>	1 Reporting Period	1.69	1.69	1.69	1.69	1.69	1.69
20	Environmental Compliance	Number of Sites, and any stores, Depots and/or logistics centres, which are utilised for the benefit of this Contract, where the Contractor is in breach of any Contractor and/or Authority Environmental policy and/or procedures as set out or referred to in this Contract or	If at any time any breach of Environmental policy or the relevant provisions in the Contract is incurred by the Contractor, 5 SFPs will be applied. 5 SFPs will be applied for each Site. Where a breach by the Contractor could be considered applicable under this Environmental Compliance SLI	1 Reporting Periods	0 Sites	0 Sites	0 Sites	0 Sites	0 Sites	0 Sites

		any other applicable Environmental provisions set out in the Contract.	20 and SLI 16 above, the Authority will determine which SFP is applicable. For the avoidance of doubt, SFPs will not be applied twice for one breach.							
21	Environmental Compliance - Carbon Footprint	Working in an increasingly environmentally sustainable manner across all of the Services, reducing the overall carbon footprint year on year.	If the Contractor fails to reduce its carbon footprint in line with the annual target agreed in the Contractors Carbon Report, 5 SFPs will apply.	1 Reporting Year	Not applicable	As per Carbon Report target	As per Carbon Report target	As per Carbon Report target	As per Carbon Report target	As per Carbon Report target
22	Qualifications and Training	Following an inspection by the Authority, training records are found that do not comply with statutory and Contract requirements.	Number of instances in a reporting period that a check or audit carried out by the Authority finds training records that do not comply with the requirements for this Contract (1 SFP applied in a Reporting Period per instance over SLI threshold in that Reporting Period).	1 Reporting Period	2 instances	1 instance	1 instance	1 instance	1 instance	1 instance
23	Design Rectification	In the event that a Detailed Design is not accepted by the Authority, Design resubmission duration should be less than 2 weeks.	To ensure Detailed Designs are rectified in a timely manner, where the mean average time of re-submission of Detailed Design is 2 weeks or greater over the	1 Reporting Period	Mean of <2 weeks	Mean of <2 weeks	Mean of <2 weeks	Mean of <2 weeks	Mean of <2 weeks	Mean of <2 weeks

			period, 2 SFPs will be applied.							
24	Contract Management and Reporting	Completion of Contract management reporting and tasks as detailed in Contract Management and Reporting Schedule 8.	To ensure that the Contract is managed efficiently all reports or tasks shall be completed on time. 1 SFP will be applied if the number of instances is breached within any reporting Period.	1 Reporting Period	1 instance	0 instances	0 instances	0 instances	0 instances	0 instances
25	Periodic Inspections	Number of Periodic Inspections completed more than 4 (four) weeks after the due date.	Number of Periodic Inspections that are completed more than 4 weeks after the due date in a reporting period (1 SFP applied in a reporting period per incomplete inspection over SLI threshold)	1 Reporting Period	8 Periodic Inspections	6 Periodic Inspections	4 Periodic Inspections	2 Periodic Inspections	2 Periodic Inspections	2 Periodic Inspections



TRAFFIC TECHNOLOGY CONTRACT (TTC)

LOT (8) (EIGHT) – CCTV OUT-STATION PAN LONDON

Schedule 5

Price and Payment

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SCHEDULE 5

PRICE and PAYMENT

Part 1 - Payment for Maintenance Works

1. Total Maintenance Payment

- 1.1 For each Reporting Period, the Authority will, subject to **Clauses 17 and 53** of the Contract, pay the Contractor for all Maintenance properly carried out in the Reporting Period the sum of:

[REDACTED]

where:

TRM means the total payments for Regular Maintenance calculated in accordance with **paragraph 22** of this **Part 1 of Schedule 5**;

TSAb means the Total Service Abatement incurred by the Contractor in a Reporting Period, calculated in accordance with **paragraph 55** of **Part 1** of this **Schedule 5**.

Adj means any other adjustment required to be made by the Authority within a Reporting Period which for the avoidance of doubt may be positive or negative.

2. Total Payments for Regular Maintenance

- 2.1 For each Reporting Period, the Authority will, subject to **Clauses 17 and 53** of the Contract, pay the Contractor the following sum in respect of total payments for Regular Maintenance (TRM) properly carried out:

[REDACTED]

where:

RMP means the Regular Maintenance Payment calculated in accordance with **paragraph 33** of this **Part 1 of Schedule 5**; and

FI means the Financial Incentives (if any) calculated in accordance with **paragraph 44** of this **Part 1 of Schedule 5** for such Reporting Period, which for the avoidance of doubt may be positive or negative.

3. Regular Maintenance Payments for the ST System

- 3.1 For each Reporting Period, the Authority will pay the Contractor for Regular Maintenance for the CCTV System (RMP) calculated as follows:

[REDACTED]

where:

i means a relevant Equipment Maintenance Category for the ST System;

FUR_i means the Fixed Unit Rate for the relevant Equipment Maintenance Category for the relevant financial year (being the period from the Contract Commencement Date until the following 31 March, each successive period starting on 1 April and ending on 31 March during the Term and the period starting on the last 1 April during the Term and ending on the Termination Date or the date on which this Contract expires);

IA means the Indexation Adjustment;

N_y means 365 (or 366 in any leap year);

N_x means the number of calendar days in the relevant Reporting Period; and

AV means the average number of units in the relevant Equipment Maintenance Category that are in service in such Reporting Period. The average number of units will be calculated by a simple mean average utilising the sum of the quantities of units at the commencement of the Reporting Period and the quantities at the end of the Reporting Period as set out in the System divided by 2 (two).

- 3.2 The Fixed Unit Rates will be deemed to cover all the Regular Maintenance duties of the Contractor under this Contract. This will include all equipment and labour used for Preventative Maintenance, Reactive Maintenance, Emergency Maintenance, Third Party Damage, Civil Engineering Works, Major Traffic Management, Minor Traffic Management, management of Third Party Supplier Faults and special access equipment, Lane Rental, Permitting, all allowances for overtime, night, or weekend working and all other costs, charges, materials and expenses whatsoever including, congestion charge payments, and all taxes (other than VAT).

4. Total Financial Incentives

4.1 The Financial Incentives payable for a Reporting Period will be:



AA means the lower of:

- a) the Contractor Availability for the relevant ST System for the Reporting Period (unless the conditions set out in **paragraph 4.34.3** of **Part 1** of this **Schedule 5** exist, in which case the Availability for the relevant ST System for the first 3 (three) Reporting Periods of the Term shall not be lower than the Lower Threshold value set out in column 3 (Lower Threshold) of Table 1 below for the relevant ST System); and
- b) Upper Cap set out in column 2 of the Table 1 below for the relevant ST System;

Table 1: Contractor Availability Caps and Thresholds for the ST System

ST System	Upper Cap on AA	Lower Threshold for AA
Combined CCTV Assets (Out-Station and Operator Interface)		

BA means the Availability Target for the relevant ST System;

RMP means the Regular Maintenance Payment for the relevant ST System calculated in accordance with **paragraph 33** of **Part 1** of this **Schedule 5**; and

MF means the multiplying factor applicable to the Contract Availability result as set out in the Table 2 below, where an Availability Bonus or an Availability Abatement is paid or deducted in accordance with Table 2 below.

Table 2: Availability Bonus and Abatement Multiplying Factors

ST System	Multiplying Factor when AA is up to and including Upper Cap and greater than Contractor Availability Target (Availability Bonus)	Multiplying Factor when AA is Lower than the Contractor Availability Target (Availability Abatement)

Combined CCTV Assets (Out-Station and Operator Interface)		
---	--	--

Note: Multiplying Factors are used to apply the applicable maximum Bonus and Abatement percentage, as described in Table 3, equally between the specified limits.

Table 3: Maximum Availability Bonus and Abatement (percentage of RM)

ST System	Maximum Bonus (% of RMP) (Availability Bonus)	Maximum Abatement (% of RMP) (Availability Abatement)
Combined CCTV Assets (Out-Station and Operator Interface)		

Maximum Bonus applies when AA is equal to or greater than the applicable Upper Cap (Table 1).

Maximum Abatement applies if AA is equal to or less than the Lower Threshold (Table 1).

LSA means a Lump Sum Abatement which will be applicable as a one-off deduction when, within a Reporting Period, Contractor Availability falls below the Lower Availability Threshold as set out in Table 1 above.

For the avoidance of doubt, if AA is below the Lower Threshold the Availability and Lump Sum Abatements will both be applied.

Table 4: Lump Sum Abatement Percentages

ST System	LSA % of RMP
Combined CCTV Assets (Out-Station and Operator Interface)	

- 4.2 Should the Contractor exceed the Upper Availability Cap set out in column 2 of Table 1 above for equal to or more than 6 (six) consecutive Reporting Periods, the cap will be adjusted by the Authority to a figure equal to the average of the Availability achieved for the relevant System across the 6 (six) Reporting Periods in which the cap was exceeded.

4.3 For the first 3 (three) Reporting Periods following the Works Commencement Date, the Lump Sum Abatement will not be applicable.

4.4 For Reporting Periods 4, 5 and 6, only 50% of the value of the Lump Sum Abatement will be reflected in the calculation, should it be applicable.

5. Total Service Abatements

5.1 The Total Service Abatement (TSAb) in a Reporting Period means the total abatement incurred by the Contractor in the Reporting Period (if any) for failure to meet certain Performance Measures, and is calculated as follows:

where:

TEFA has the meaning set out in paragraph 5.3 of this Part 1 of Schedule 5; and

TSFA has the meaning set out in paragraph 5.4 of this Part 1 of Schedule 5.

5.2 If the Contractor fails to meet the Required Make Safe Time for an Emergency Fault, an Emergency Fault Abatement (EFA) will be due from the Contractor in respect of each such failure, calculated as follows:

and

SFAR means a Service Failure Abatement rate of £500

IA means the Indexation Adjustment; and

ERFM means Emergency Response Failure Multiplier set out in the following table:

Table 5: Emergency Response Failure Multiplier

Hours exceeding appropriate make Safe Response Times for Emergency Faults	Multiplier (N)
up to and equal to 1	
>1 and up to and equal to 2	
>2 and up to and equal to 3	
>3 and up to and equal to 4	

>4	8 and the Authority will be entitled to exercise its rights under Clause 30 (Suspension of the Services)
----	---

- 5.3 The total Emergency Fault Abatement (*TEFA*) for each Reporting Period will be the total of the Emergency Fault Abatements (*EFA*) (if any) incurred by the Contractor in such Reporting Period, calculated as follows:



Any Emergency Fault Abatement for a failure to meet the Required Make Safe Time for Emergency Faults will be calculated and reported in the Reporting Period in which the Contractor responds, or (if applicable) fails to respond, to the Emergency Fault, even if such Emergency Fault spans more than one Reporting Period. The Emergency Fault Abatement will be calculated from the date and time the Fault is sent to the Contractor until the Contractor responds to the Emergency Fault, whether this is in the same Reporting Period or not.

- 5.4 If the Contractor fails to meet the Performance Measures or fails to meet a Direction Fault Response or Resolution time in any Reporting Period, then an Abatement shall be due from the Contractor, in line with **paragraphs 5 and 15 of Schedule 4**.

The Total Service Failure Abatement (TSFA) for each Reporting Period shall be the total of the individual Service Failure Abatements incurred by the Contractor in that Reporting Period calculated as follows:



where:

SFA_{Dir} means the number of SFAs for failures to meet Direction Fault Response and Resolution times in the Reporting Period determined as in **paragraph 15.1 of Schedule 4**.

SFA_{SFP} means the number of SFAs for Service Failure Points in the Reporting Period determined as in **paragraph 5.2 of Schedule 4**.

SFAR means Service Failure Abatement Rate of £500; and

Indexation of the SFAR will be as determined in **Schedule 5 Part 6**.

- 5.5 Service Failure Abatements will be calculated in each Reporting Period as described in **paragraph 5 of Schedule 4 (Service Level Agreement)** and Total Service Failure Abatements (TSFAs) will be calculated as follows:



6. Other Adjustments

- 6.1 Any adjustments due to the Regular Maintenance Payment in accordance with this Contract, including any overpayments made by the Authority to the Contractor, or the subsequent reversal of Financial Incentive Payments, SFAs or EFAs, will be made by the Authority following the end of the Reporting Period and prior to the Contractor invoicing.

7. Changes to Maintenance Charges

- 7.1 Any changes to the Maintenance Charges proposed by the Contractor may be considered by the Authority and, if agreed to, implemented in accordance with **Schedule 7 (Change Control Procedure)**.

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ANNEX B: Not Used

ANNEX C: Reporting Periods

Table 6: Reporting Periods

Financial Year	Start of Period 1	Start of Period 2	Start of Period 3	Start of Period 4	Start of Period 5	Start of Period 6	Start of Period 7	Start of Period 8	Start of Period 9	Start of Period 10	Start of Period 11	Start of Period 12	Start of Period 13	End of Period 13
2022-23													05/03/23	31/03/23
2023-24	01/04/23	30/04/23	28/05/23	25/06/23	23/07/23	20/08/23	17/09/23	15/10/23	12/11/23	10/12/23	07/01/24	04/02/24	03/03/24	31/03/24
2024-25	01/04/24	28/04/24	26/05/24	23/06/24	21/07/24	18/08/24	15/09/24	13/10/24	10/11/24	08/12/24	05/01/25	02/02/25	02/03/25	31/03/25
2025-26	01/04/25	27/04/25	25/05/25	22/06/25	20/07/25	17/08/25	14/09/25	12/10/25	09/11/25	07/12/25	04/01/26	01/02/26	01/03/26	31/03/26
2026-27	01/04/26	03/05/26	31/05/26	28/06/26	26/07/26	23/08/26	20/09/26	18/10/26	15/11/26	13/12/26	10/01/27	07/02/27	07/03/27	31/03/27
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2033-34	01/04/23	30/04/23	28/05/23	25/06/23	23/07/23	20/08/23	17/09/23	15/10/23	12/11/23	10/12/23	07/01/24	04/02/24	03/03/24	31/03/24

Part 2 - Availability

1. General

- 1.1. The Contractor will ensure that the CCTV Out-Station and Operator Interface assets are Available throughout the Term and in each Reporting Period for at least the percentage of time set out in the table below as an Availability Target.

Table 7: Availability Target

System	Availability Target (%)
Combined CCTV Assets (CCTV Out-Station and Operator Interface)	

- 1.2. Availability is calculated automatically by the System each day.
- 1.3. For each Reporting Period, Availability during that Reporting Period will be calculated from the Reporting Period end results. The Reporting Period end results are recalculated to take account of, for example, Exceptions and agreed corrections (if any) identified after the end of each Reporting Period. This is normally done on or after the third calendar day following the end of each Reporting Period.
- 1.4. Availability is measured separately for CCTV Out-Stations and Operator Interfaces; these are called "**Availability Systems**" in the System.
- 1.5. Within each Availability System, Availability is also calculated at the Video and Control functional levels; these are called Availability Categories in the System.
- 1.6. In addition to the Video and Control Availability Categories, a Cosmetic Availability Category will be applied to Faults affecting individual Out-Station Sites where the Fault relates to damage that does not affect the operation of the Site. The Cosmetic Availability measure is used as a Service Level Indicator but is not included in the calculation of Availability for payment calculations
- 1.7. The Availability Systems and Availability Categories affected by a Fault depend upon the Site configuration, the Fault Definitions selected for the Fault and the subsequent Repairs entered into the System.
- 1.8. Availability results used for performance measurement and payment under the Contract are the Availability of the Equipment based on Faults, starting from when each Fault is confirmed by the Authority to the Contractor and ending when it is Cleared by the Contractor, provided the Clear is confirmed by the Authority.

2. Availability Calculation

- 2.1. Availability is a measure of the proportion of time that Equipment on a Site is operating to specification. Availability is a function of:
- the total time that the Equipment should be operating ("**Site Elapsed Time**"); and
 - the time during which the Equipment is operating to specification ("**Available Time**").

- 2.2. In practice, Availability is determined from the time during which the Equipment is not operating due to Faults raised in the System ("**Unavailable Time**"), hence:



Site Elapsed Time, Unavailable Time, and hence Availability, are all calculated on a continuous 24 (twenty-four) hours per day 7 (seven) days per week basis.

- 2.3. A Site may remain partially operational even when there is a Fault on the Site. This depends on both the Equipment in service on the Site and on the nature of the Fault.
- 2.4. Availability is measured from Fault Definitions and Repair Definitions properly selected in the System and confirmed by the Authority in accordance with the conditions detailed in this **Part 2 of Schedule 5**.
- 2.5. Each Availability Category applicable to a ST System is included in the calculation of System Availability.
- 2.6. Minimum Site Availability levels, as set out in Table 7, apply to the Availability Categories applicable to each individual Site.

The principle underlying the Availability calculations is that the Contractor will not be penalised where Unavailable Time is beyond its control, for example, Exceptions can be raised against Faults where the Repair is outside the Contractor's control. Exceptions will be granted by the Authority where the provisions of **Part 4, Annex M4 of Schedule 3 (Statement of Requirements)** (Relief Events and Excusing Clauses) are met and in accordance with the Exception guidelines which may be amended from time to time by the Authority.

- 2.7. For the purposes of calculating Financial Incentives pursuant to **Part 1 of this Schedule 5**, the Availability of each Availability Category applicable to each individual Site and for each Availability System will be calculated for each Reporting Period in accordance with the following paragraphs. Availability is calculated automatically by the System following the end of each Reporting Period.
- 2.8. Availability for each Availability Category will be calculated on or after the third calendar day following the end of each Reporting Period on the basis of Faults notified to the Contractor prior to the end of the Reporting Period. The Availability calculations will take account of Fault and Repair details entered in

the System within 2 (two) calendar days of the end of the Reporting Period provided these have been confirmed by the Authority

- 2.9. The Availability calculations set out in **paragraph 2.2** above will only include the following:

- (a) Faults confirmed before the end of the Reporting Period;
- (b) Faults that were not fully Cleared prior to the Start of the Reporting period; and
- (c) Repairs related to (2.9a) and (2.9b) above entered within 2 (two) calendar days after the end of the Reporting Period each Availability System;

For the avoidance of doubt, only unavailable time incurred up to the end of the Reporting Period will be included in the Availability calculations for that Reporting Period

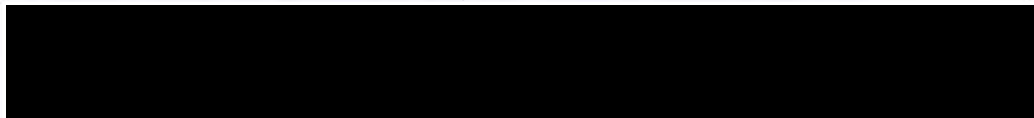
- 2.10. Availability is calculated for:

- (a) each Site for each Availability Category applicable to that Site;
- (b) each Availability Category applicable to each Availability System; and
- (c) each Availability System;

- 2.11. The Availability Categories for each Availability System are set out in **paragraph 4** of this **Schedule 5 Part 2**. Not all Availability Categories will be applicable to a particular Site. The applicable Availability Categories are determined from the Supported Equipment at each Site as recorded on the System.

- 2.12. The measure of Cosmetic Availability applies to all Out-Station Sites and is used as a Service Level Indicator. For the avoidance of doubt, the Cosmetic Availability measure is not included in the calculation of Availability for Availability Systems. The Contract Availability Target and Minimum Site Availabilities do not apply to the Cosmetic Availability measure,

- 2.13. Availability for each Availability Category for each individual Site during a Reporting Period shall be calculated as follows:



where:-

Site Elapsed Time means the total time during the Reporting Period for which Equipment affecting that Availability Category should be Available at that Site; and

Site Unavailable Time means the total time during which Equipment affecting the applicable Availability Category is Unavailable at that Site during the Reporting Period but excluding Unavailable time where the Unavailability is not due to the fault of the Contractor as set out in **paragraphs 2.21 to 2.25** of this **Schedule 5 Part 1** below.

- 2.14. For each Availability System, the Availability for each Availability Category for all Sites during a Reporting Period shall be calculated as follows:



where:-

Σ (Site Elapsed Time) means the total time at all Sites during which Equipment affecting that Availability Category should be Available at each of those Sites during the Reporting Period; and

Σ (Site Unavailable Time) means the sum of the times at each Site during which Equipment affecting the applicable Availability Category is Unavailable during the Reporting Period but excluding Unavailable time where the Unavailability is not due to the fault of the Contractor as set out in paragraphs 2.21 to 2.25 of this Schedule 5 Part 2 below.

- 2.15. The Availability for each Availability System for the Reporting Period is calculated by:
- (a) multiplying the Availability for each Availability Category by the "Weighting" factor for that Availability System (as indicated in Table 8 below); and
 - (b) adding the results.

Table 8: Availability Weightings

Availability System	Category	Weighting
Out-Station	Video	
	Control	

Availability System	Category	Weighting
Operator Interface	Video	
	Control	

- 2.16. The Contract Availability Result for the Reporting Period is calculated as the average of the Availability System results for the Out-Station and Operator Interface Systems. The Contract Availability Result is used for incentive Bonus or Abatement calculations under the Contract and for applying Service Failure Points:

- 2.17. The effect that each Fault has on the Availability Categories is determined by the Fault Definitions and Repair Definitions entered into the System during the life of the Fault provided that the entries are confirmed by the Authority.
- 2.18. Fault Definitions and the Repair Definitions are held in the System. A list of Fault Definitions and Repair Definitions and their effect on the Availability Categories used by the System as the basis for calculating Availability as at the date of this Contract is set out at **Annex A** to this **Part 2** of **Schedule 5**. The effect of a Repair Definitions on Availability Categories can be modified by users at the point of data entry.
- 2.19. For the purposes of calculating Availability for each Availability Category pursuant to **paragraph 2.142.14** of this **Part 2** of **Schedule 5**, the Fault is deemed to start affecting Availability when it is confirmed in the System by the Authority and sent to the Contractor for Rectification and ends when a Repair Definition that Clears the Fault is selected in the System provided that this Repair Definition entry is also confirmed by the Authority. Each confirmed Repair Definition will be deemed to take effect from the time when it was entered in the System by the Contractor (provided it is later confirmed as correct by the Authority).
- 2.20. It is the Contractor's responsibility to ensure the correct Repair Definitions are entered into the System in a timely manner and that they accurately reflect the actions taken to Rectify each Fault, including requests for Exceptions in the System in respect of Excusing Causes.
- 2.21. It is the responsibility of the Authority to ensure all Repair Definitions entered into the System within 2 (two) calendar days of the end of a Reporting Period are confirmed or rejected prior to the calculation of Availability under **paragraph 2.142.14** of this **Part 2** of **Schedule 5**.
- 2.22. If the Authority rejects the Repair Definition selected by the Contractor because it is incorrect, incomplete or otherwise does not Clear the Fault, the Fault will be deemed to continue to affect Availability for the purposes of calculating Availability pursuant to **paragraph 2.142.14** of this **Part 2** of **Schedule 5**.
- 2.23. Where confirmed Faults are found to have "No Fault Found", or "Cancelled by FCC" (i.e. cancelled by the Authority) or identified as "Erroneous Site" (as indicated by the relevant Repair Definition being entered and confirmed in the System) then, provided that the Repair Definition is entered in the System within 2 (two) calendar days of the end of the relevant Reporting Period, the Availability Categories affected to which the Fault applies will not be counted as Unavailable as a result of the Fault. If the Repair Definition is entered into the System later than 2 (two) calendar days following the end of the relevant Reporting Period, the affected Availability Categories will be included up until the end of the Reporting Period and no retrospective calculation will be applied to the Financial Incentives calculated for that Reporting Period.
- 2.24. If the Authority wishes to propose a change to any of the Fault Definitions and/or Repair Definitions in the System and/or the relationship between descriptions and Availability Categories and/or to propose new descriptions,

the following process will be followed (and the Change Control Procedure will not apply):

- (a) the Authority will notify the Contractor of its proposed changes;
 - (b) the Contractor will have 10 (ten) calendar days from notification of the proposed changes under **paragraph 2.24(c)** of this **Part 2 of Schedule 5** to raise any queries and, if it has material concerns, to raise any objections regarding the proposed changes; and
 - (c) during the 10 (ten) calendar day period, the Authority will use its reasonable endeavours to try to clarify any queries and address any material concerns in discussions with the Contractor (who will also act reasonably in this regard). If the parties are unable to agree the proposed changes within 10 (ten) calendar days, then the Authority will impose any such changes it wishes to unless in its sole discretion the Authority decides there are reasons not to.
- 2.25. The Contractor may propose changes to Fault Definitions and Repair Definitions in the applicable System or to propose new descriptions including the relationship between descriptions and Availability Categories from time to time which the Authority will consider, acting reasonably, but will not be bound to accept them.
- 2.26. Following any agreement of the Parties evidenced in writing of proposed changes pursuant to the processes set out in **paragraphs 2.232.24** and **2.252.25** of this **Part 2 of Schedule 5**, the agreed changes will be implemented with immediate effect. Changes to Fault Definitions or Repair Definitions and their relationships with Availability Categories will be implemented in such a way that they have no impact on historical performance measures. The Authority will maintain and manage an audit trail for all such changes to the relationships between Fault Definitions, Repair Definitions and Availability Categories used in the System in calculating Availability for the Authority's own purposes.
- 2.27. In order for the Contractor to be able to claim an Excusing Cause for a particular Fault, the Contractor must request an Exception in the System related to the Fault, specifying an expected end date and time ("Lift" date and time). Acceptance of the Exception is required from the Authority, signified by confirmation of the requested Exception being entered in the System.
- 2.28. The period of time for which a confirmed Exception applies starts from the time when the Exception is entered in to the System and ends:
- (a) on the date and time the Exception is manually lifted in the System; or
 - (b) when the Lift date, entered as described in **paragraph 2.272.27** of this **Part 2 of Schedule 5**, is automatically applied by the System; or
 - (c) when a Clear relating to the excepted Availability Category or Categories is confirmed by the Authority.

- 2.29. The period of time for which a confirmed Exception applies will be deducted from the Unavailable Time calculated for the Fault but only in respect of the Availability Categories identified by the Repair Definition entered in the Exception request.
- 2.30. At the end of the Exception, Unavailable Time will once again be calculated in respect of the Availability Categories affected immediately prior to the Exception being entered into the System. It is the responsibility of the Contractor to ensure the Fault is dealt with appropriately after the Exception has been Lifted.
- 2.31. In the event that any Faults affecting a particular Availability Category overlap in time, the overlapping portion will only be counted once for the purposes of calculating Availability. For the avoidance of doubt, if Faults affect two separate Availability Categories then both will contribute to the total Unavailable Time for their respective Availability Categories.
- 2.32. If, at the time of a Planned Event, Availability Categories are affected by a Fault, Availability for such Availability Categories will continue to be affected adversely until the Fault is rectified or an Exception is raised and confirmed by the Authority in the System.
- 2.33. Where an item of Equipment is Commissioned or Decommissioned at a Site during a Reporting Period, this may affect the Availability Categories applicable to the Site during that Reporting Period and this may affect the Availability calculations set out in this **paragraph 2** as follows:
- (a) the Elapsed Time for any Availability Category affected at the applicable Site will start from the time when the Equipment is Commissioned;
 - (b) the Elapsed Time for any Availability affected at the applicable Site will end at the time when the Equipment is Decommissioned; and
 - (c) when calculating the Unavailable Time this will be based on the Availability Categories applicable to the Site at the time the Fault is entered into the System.
- 2.34. If the Contractor identifies any errors, omissions or discrepancies in the Availability calculation, the Contractor will notify the Authority within 5 (five) Business Days of receipt of the Availability calculation specifying in detail the errors, omissions or discrepancies and the Contractor's evidence. In the event of any Dispute between the Contractor and the Authority in respect of the Availability calculation, the Authority will make the final decision. If no such notification is received by the Authority within 5 (five) Business Days of the Contractor receiving the Availability calculation, the Availability calculation will be final.

- 2.35. The Contractor may raise queries regarding Availability records at each Maintenance Meeting provided that these queries relate to unresolved Objections raised under the provisions of **Part 2** of this **Schedule 5**. If the Contractor does not raise any queries relating to Availability records at a Maintenance Performance Meeting, the Contractor will be deemed to have accepted the records for the preceding 6-week period.

3. Availability Categories

- 3.1. For the purpose of performance measurement, the CCTV System is divided into the following Availability Systems:
- **Out-Stations:** comprising the Supported Equipment related to each Site; and
 - **Operator Interfaces:** comprising the Supported Equipment associated with each Operator Interface and Network Node Sites.
- 3.2. In the System, Availability Categories are used to further define the nature and impact of Faults within each Availability System.
- 3.3. Under this Contract, Video and Control Availability Categories are used within each Availability System.
- 3.4. Availability Systems and Availability Categories affected by a Fault depend upon the Equipment on the Site affected, the Fault Definitions selected for the Fault, and the subsequent Repairs entered. Availability is measured separately for:

Table 9: Availability Systems, Availability Categories and Minimum Site Availability

Availability System	Availability Category	Minimum Site Availability
Out-Station	Video	
Out-Station	Control	
Operator Interface	Video	
Operator Interface	Control	

- 3.5. The impact of a failure at, or associated with, a matrix site is measured through the effect on Out-Station Sites and Operator Interface Sites that are affected by the failure.
- 3.6. This is achieved by raising a Fault in the System on the Matrix Site which automatically "hosts" Virtual Faults at the Out-Station or Operator Interface Sites involved. The Virtual Faults are included in the Out-Stations and Operator Interface Availability calculations.
- 3.7. Matrix Interface Availability is not otherwise used for payment calculations.

- 3.8. The concept of Virtual Faults is explained in **paragraph 4.4 4.4** of this **Schedule 5 Part 2**.
- 3.9. In-Station Availability, which is the responsibility of the CCTV In-Station System Support Contractor, is not used for payment calculations.
- 3.10. In addition, if the Contractor fails to complete the Periodic Inspections (as set out in **paragraph 4.27 of Part 4 of Schedule 3 (Statement of Requirements)**, all Availability Categories will be considered Unavailable and a corresponding Fault will be raised in the System.

4. Availability Category Functional Requirements

4.1. CCTV Out-Station

- (a) Cosmetic Availability applies to all CCTV Out-Station Sites. Faults affecting Cosmetic Availability are raised in respect of Cosmetic Damage.
- (b) There are two further Availability Categories applicable to CCTV Out-Stations and the requirements set out below will apply as determined by the Fault Definitions and Repair Definitions issued by the System.

Availability Category	Requirement
Video	<p>The camera is producing good quality noise free images that can be viewed and recorded where appropriate and controlled from any of the control room operating facilities.</p> <p>Vehicle registration number plates can be read and captured to a satisfactory level for civil enforcement purposes.</p> <p>The data transmission Equipment and transmission media are fully functioning and able to communicate with the In-Station, Matrix Interface and IP server;</p>
Control	<p>The camera can be controlled from any of the control room operating facilities (Operator Interfaces).</p> <p>All Equipment at the camera performs the functions for which it was designed including the camera lens functions (including iris, zoom in / out, screen wipe), a fully functioning PTZ unit and switch over to secondary camera.</p> <p>The data transmission Equipment and transmission media are fully functioning and able to communicate with the In-Station</p>

- (c) In addition, if there is not a valid inspection certificate for a Site, all Availability Categories applicable to the Site will be considered Unavailable and a corresponding Fault will be raised in the System.

4.2. CCTV Operator Interface

- (a) There are two Availability Categories that apply to "Network Node" and "Operator Interface" Sites and the requirements set out below will apply as determined by the Fault Definitions and Repair Definitions issued by the System.

Availability Category	Requirement
Video	<p>The Operator Interface is producing high quality noise-free clear images from any relevant Out-Station camera on all monitors connected to it.</p> <p>The Network Node Equipment is fully functional and is:</p> <ul style="list-style-type: none">producing high quality noise-free clear images from any relevant Third Party CCTV System; anddelivering high quality noise-free clear images to any relevant Third Party CCTV system
Control	<p>The efficient and timely selection of cameras to the selected display and associated telemetry facilities must be possible.</p>

- (b) In addition, if there is not a valid inspection certificate for a Site, all Availability Categories applicable to the Site will be considered Unavailable and a corresponding Fault will be raised in the System.

4.3. CCTV Network Failure Points

- (a) Potential Failure points in the CCTV Network are identified that define the impact of failure on the CCTV network. Currently the Failure Points are:
- Multi-channel routings; and
 - Operator Interface groups.
- (b) Two sets of Failure Point information will be held in the System:
- Failure Points through which each Operator Interface and Out-Station connects to the rest of the CCTV System; and
 - Failure Points associated with each In-Station in the CCTV System, used to establish the impact of an In-Station Matrix or Data Centre failure.

4.4. Virtual Faults

- (a) Faults raised against the In-Station Virtual Faults Site will cause Virtual Faults to be raised against Out-Stations and Operator Interfaces Sites.
- (b) The Sites against which Virtual Faults should be raised will be determined from the Failure Points relationships held in the System.
- (c) Virtual Faults resulting from Network Failure Points that are the responsibility of the Contractor will be included in the Availability

calculations for Out-Station and Operator Interface Sites that are used in the Payment Mechanism.

- (d) For avoidance of doubt, Virtual Faults resulting from a Data Centre In-Station Site Fault which is the responsibility of the CCTV In-Station System Support Contractor will be not be included in the Availability calculations for Out-Station and Operator Interface Sites that are used in the Payment Mechanism.

4.5. The System Fault Management Implication

- (a) The Failure Points affected by a Host Fault will be identified during the initial Fault confirmation process and the corresponding Virtual Faults will be raised automatically by the System.
- (b) It will be possible for the Authority to change the impact on Out-Stations and Operator Interfaces independently and to amend the Virtual Fault impact of the Host Fault following initial evaluation of the Fault (i.e. at the stage where the Fault Definition can be revised).
- (c) Virtual Faults will inherit attributes from the Host Fault and will be included in the Fault history of the individual Sites on a view only basis. It will not be possible to change individual Virtual Faults.
- (d) A full range of Fault management functionality, including: partial and full Clears, changing Availability Categories affected, raising Exceptions and excluding a Fault from Availability calculations will be available to manage Host Faults in the System.
- (e) Updates to the Host Fault in the System are automatically transferred to the associated Virtual Faults so the System users (e.g. the Contractor and Authority Fault controllers) only need to update the Host Faults.
- (f) Faults raised directly against individual Sites, i.e. under the existing Fault and Repair process, will need to be managed and Cleared individually.
- (g) It will be possible to include or exclude Virtual Faults from the Fault queues available in the System to allow effective management of Faults raised against individual Operator Interface and Out-Station Sites.
- (h) When calculating Availability under the Contract, if more than one Fault effects the same Availability Category at the same Site concurrently the period of time (Unavailable time) during which the Faults overlap shall only be counted once. This applies to both Virtual and non-Virtual Faults at a Site.
- (i) For the avoidance of doubt, targets and performance results used to calculate the Financial Incentive under the Payment Mechanism and to award Service Failure Points under this Contract will be based on the CCTV Contract Availability Result calculated using both Virtual and non-Virtual Faults.

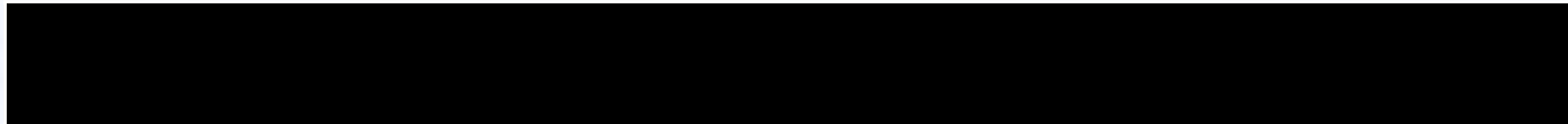
ANNEX A: List of the System Fault Definitions and the Repair Definitions and their effect on Availability Categories

The Parties confirm that, as at the Contract Commencement Date, the full contents of Annex A of **Part 2** of this **Schedule 5** are set out on the disk which, as at the Contract Commencement Date, is set out in a plastic wallet attached to this **Schedule 5** ("**Exhibit 001**").

The Parties will, at the same time as signing this Contract, sign and date the cover of Exhibit 001 to confirm that it is accepted as Annex A of **Part 2** of this **Schedule 5**.

The Parties agree that Exhibit 001 will have full force and effect and bind the parties as if it was set out in this Contract in writing.

Part 3 - Mobilisation Payments



CRAD	CA No.	Critical Activities	Unit Cost	Start Date (number of weeks after award)	Finish Date (number of weeks after award)	Condition of Milestone Payment	Total Cost
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							A small black rectangular redaction box covering the total cost cell.

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CRAD	CA No.	Critical Activities	Unit Cost	Start Date (number of weeks after award)	Finish Date (number of weeks after award)	Condition of Milestone Payment	Total Cost

CRAD	CA No.	Critical Activities	Unit Cost	Start Date (number of weeks after award)	Finish Date (number of weeks after award)	Condition of Milestone Payment	Total Cost

CRAD	CA No.	Critical Activities	Unit Cost	Start Date (number of weeks after award)	Finish Date (number of weeks after award)	Condition of Milestone Payment	Total Cost

CRAD	CA No.	Critical Activities	Unit Cost	Start Date (number of weeks after award)	Finish Date (number of weeks after award)	Condition of Milestone Payment	Total Cost

CRAD	CA No.	Critical Activities	Unit Cost	Start Date (number of weeks after award)	Finish Date (number of weeks after award)	Condition of Milestone Payment	Total Cost

Part 4 - Breakage Costs

Subject to **Clause 33.9** with duty to mitigate, the Contractor will be paid in line with the table below where the Authority terminates the Contract for convenience in whole in accordance with **Clause 32.4.1**. For the avoidance of doubt, no payment will be made in relation to termination in accordance with **Schedule 4 (Service Level Agreement)**.

Item	Description of cost elements for Lot 8	Y.E 31/03/2024	Y.E 31/03/2025	Y.E 31/03/2026	Y.E 31/03/2027	Y.E 31/03/2028	Y.E 31/03/2029	Y.E 31/03/2030	Y.E 31/03/2031	Y.E 31/03/2032	Y.E 31/03/2033

Part 5 - Invoicing

1. Invoicing for Regular Maintenance

- 1.1. The Authority will notify the Contractor within 5 (five) Business Days of the end of each Reporting Period of the relevant Availability for each ST System, the Total Payments for Regular Maintenance (as defined in **paragraph 22 of Part 1 of this Schedule 5**) due and detailing any Financial Incentives payable or due (as defined in **paragraph 54 of Part 1 of this Schedule 5**), Service Failure Abatements (as defined in **Schedule 4 (Service Level Agreement)**) due and Emergency Fault Abatements due (as defined in **paragraph 55.3 of Part 1 of this Schedule 5**) for the Reporting Period just ended, including its calculations.
- 1.2. The Contractor will review the Total Payments for Regular Maintenance, Financial Incentives, Service Failure Abatements and Emergency Fault Abatements calculated by the Authority and will notify the Authority in writing within 2 (two) Business Days of receiving such calculations, whether it accepts (an "**Acceptance**") or disputes (an "**Objection**") the Authority's calculations, and in the case of an Objection, stating clearly why it reasonably believes such calculations are incorrect and providing clear evidence in support of such assertion. If the Contractor fails to provide clear explanations or satisfactory supporting evidence in respect of an Objection, the Authority will request the Contractor to provide this. If the Contractor fails to notify the Authority of either Acceptance or Objection within 2 (two) Business Days of receiving such calculations, then the Authority will deem the Contractor as having Accepted the Authority calculation.
- 1.3. If the Contractor notifies the Authority of an Acceptance it will submit an invoice to the Authority for the agreed amount in the required format and in accordance with **paragraph 3.1 of Part 5 of this Schedule 5**.
- 1.4. If the Contractor submits an Objection to the Authority, the Authority will, within 5 (five) Business Days of receiving such Objection or within 5 (five) Business Days of receiving a clear written explanation or with satisfactory supporting evidence notify the Contractor whether:
 - (a) it agrees with the Objection; or
 - (b) it disagrees with the Objection.
- 1.5. On receipt of a notification by the Authority pursuant to **paragraph 1.3 of Part 5 of this Schedule 5**, the Contractor will submit an invoice to the Authority in the required format and in accordance with **paragraph 3.13.1 of this Part 5 of Schedule 5**. The Contractor's invoice will specify the sum the Contractor considers to be due at the payment due date and the basis on which that sum is calculated, whether or not that sum is zero.

2. Incumbent supplier

- 2.1. If the Authority confirms in writing that

the Contractor is required to Clear a Fault which was not in Exception and was more than 2 (two) calendar months old as at the Works Commencement Date; then

the Contractor will prepare and submit to the Authority for written approval for each separate incident of a Fault which was not in Exception and was more than 2 (two) calendar months old as at the Maintenance Commencement Date, a quotation in the form of a price list as if it were Capital Works (even though it is not) for the required works detailing the actions to be taken by the Contractor to Clear the relevant Fault as recorded on the System using the rates, prices, percentages and allowances stated in the Schedule of Capital Works Rates.

- 2.2. Within 5 (five) Business Days of receipt of the Contractor's price list in respect of the relevant works required, the Authority will notify the Contractor in writing whether it agrees with the price list or disputes it.
- 2.3. On receipt of a notification by the Authority pursuant to **paragraph 1.3 of Part 5 of this Schedule 5**, the Contractor will submit an invoice for each separate incident to the Authority in the required format and in accordance with **paragraph 3.13.1 of Part 5 of this Schedule 5**. The Contractor's invoice will specify the sum the Contractor considers to be due at the payment due date and the basis on which that sum is calculated, whether or not that sum is zero.

3. General

- 3.1. The Contractor will submit its invoices to the address set out in **Schedule 1**. Each such invoice will contain all information required by the Authority as specified in this **Schedule 5** together with this Contract's Reference Number, SAP purchase order number, the Contractor's name and address and a separate calculation of VAT. The Contractor will not make any separate charge for submitting such invoices. If an invoice does not contain the required information or is not in the specified format, the Authority will notify the Contractor and the Contractor will issue a revised invoice.
- 3.2. The due date for payment in respect of each invoice will be calculated from the date on which a proper and correct invoice (complying with the requirements of **paragraph 3.13.1 of Part 5 of this Schedule 5**) is received by the Authority. Invoices submitted prematurely or which do not comply with the requirements of **paragraph 3.13.1 of Part 5 of this Schedule 5** will not be valid and will be resubmitted by the Contractor in the proper form at the proper time.
- 3.3. Subject to **Clauses 17 and 53** of the Contract, the date for payment in respect of each invoice will be 28 (twenty-eight) days from the end of the Reporting Period to which the invoice relates or 15 (fifteen) days from the receipt of the invoice, whichever is later. In the case of Third Party Damage, the final date for payment in respect of each invoice will be 28 (twenty-eight) days from the end of the Reporting Period in which the invoice is received.
- 3.4. Subject to **paragraph 5.13.63.6 of this Part 5 of Schedule 5** and unless the Authority has served a notice under **paragraph 5.53.5 of this Part 5 of**

Schedule 5, the Authority will pay the Contractor the sum referred to in the Contractor's properly submitted invoice (the "**Notified Sum**") on or before the final date for payment of each invoice in accordance with **paragraph 3.3 3.3** of this **Part 5 of Schedule 5**.

3.5. The Authority may give the Contractor a notice in writing specifying the Authority's intention to pay less than the Notified Sum (the "**Pay Less Notice**"). The Pay Less Notice will specify:

- (a) the sum that the Authority considers to be due on the date the notice is served, whether or not that sum is zero; and
- (b) the basis on which that sum is calculated,

and that sum will become the amount payable. The Pay Less Notice must be given no later than 1 (one) day before the final date for payment of the Notified Sum (the "**Prescribed Period**").

3.6. In respect of the difference between the Notified Sum and the Pay Less Notice, the Authority and the Contractor will use their reasonable endeavours to try to resolve the Dispute. If resolved the Contractor will invoice the Authority for the agreed amount (complying with the requirements of **paragraph 3.13.1** of this **Part 5 of Schedule 5**).

3.7. If the Dispute is not resolved between the parties within 10 (ten) Business Days then the Dispute will be referred to the Dispute Resolution Procedure.

3.8. Notwithstanding **paragraphs 3.43.4** and **3.53.5** of this **Part 5 of Schedule 5**, if the Contractor suffers an Insolvency Event after the Prescribed Period, the Authority will not be required to pay the Contractor the Notified Sum.

3.9. Payments will be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time.

3.10. If the Authority considers that the sum claimed by the Contractor in any invoice has not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Authority will notify the Contractor and the Parties will work together to resolve the error or inadequacy. Upon resolution or determination, the Contractor will submit a revised invoice to the Authority in accordance with **paragraph 3.13.1** of this **Part 5 of Schedule 5**.

3.11. No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or the Project Manager (whether related to payment or otherwise) will:

- (a) indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Contractor, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Contractor, or absolve the Contractor from any obligation or liability imposed on the Contractor under or by virtue of this Contract; or

- (b) prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Contractor by mistake of law or fact. Without prejudice to **Clauses 17 and 53** of the Contract the Authority will be entitled to withhold such amount from any sums due or which may become due to the Contractor or the Authority may recover such amount as a debt.
- 3.12. All amounts exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice. The Contractor will, if so requested by the Authority, furnish such information as may reasonably be required by the Authority as to the amount of VAT chargeable on the goods and services supplied in accordance with the Contract and payable by the Authority to the Contractor. Any overpayment by the Authority to the Contractor will be a sum of money recoverable by the Authority from the Contractor.
- 3.13. When the Contractor enters into any Sub-Contract in accordance with **Clause 25** of the Contract, it will incorporate into such contract a term which requires payment to be made to the Sub-Contractor within not more than 28 (twenty-eight) days of receipt of the Sub-Contractor's invoice (or ten (10) days of receipt of invoice if the Sub-Contractor is an SME (as defined in **Schedule 12**).
- 3.14. Interest will accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest will be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year or a three hundred and sixty six (366) day leap year and compounded at monthly intervals. The parties agree that this **paragraph 3.14 3.14** is a substantial remedy for late payment of any sum payable under this Contract in accordance with s.8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.
- 3.15. The Authority will have the right to audit the Contractor's compliance with the provisions of this **Schedule 5** at any time in accordance with **Clause 46** of this Contract.

SCHEDULE 5 PRICE & PAYMENT

Part 6 – Inflation

Indexation Adjustment

1.1 In this Schedule 5 the following words and expressions have the following meanings:

- (a) **“Index”** means the relevant index identified in Table 10 of this Schedule and **“Indices”** means all of them.
- (b) **“Inflation Adjustment Date”** means 1st of April each year with the first Inflation Adjustment Date being the 1 April after the Contract Commencement Date.
- (c) **“Base Date Index (B)”** means the relevant Index for January of the year of the previous Inflation Adjustment Date.
- (d) **“Latest Index (L)”** is the relevant Index for January of the same year as the relevant Inflation Adjustment Date.
- (e) **“Overhead & Profit Applicable”** or **“OPA”** is the value £ of overhead and profit declared by the Contractor for each applicable rate or price included in the applicable Pricing Schedule as at the Contract Commencement Date and as indicated in Table 10 below.
- (f) **“Price Adjustment Factor (PAF)”** is, for each element of the Pricing Schedule, calculated as:
 - $(L - B)/B$
for the relevant Index applicable as stated in Table 10 below:
- (g) **“Pricing Schedule”** means **Schedule 5 (Price and Payment)** and/or the Schedule of Capital Works Rates (as the context requires).

Table 10	
Element of the Pricing Schedule	Applicable Index
Maintenance Schedule of Rates and Prices within in Schedule 5	CPI
Capital Works Schedule of Rates and Prices within Schedule 6b	Part 1 - TTC Non Civils Sections (Indexation used for all cost components shall be CPI) Part 2 - TTC Civils Section (Indexation used for all cost components shall be BCIS)
Directions Rates and Prices within Schedule 5	CPI
Natural Termination Rates and Prices within Schedule 5	CPI
Termination for Convenience Rates and Prices within Schedule 5	CPI
Contract Data (Part B) People Rates and Prices within Schedule 6b and	CPI (for People)
Equipment Rate Cards within Schedule 6b	BCIS (for Plant and Machinery)
Service Failure Abatement (Loss of Service Payment) within Schedule 5	CPI

Price Adjustment Factor

2.1 If an Index is changed after it has been used in calculating a PAF, the calculation is not changed until the next year's Inflation Adjustment Date. For the avoidance of doubt the rates and prices used in any calculation of any compensation event (which has the meaning given to that term in the Capital Works Conditions of Contract) or in connection with the Change Control Procedure set out in Schedule 7 shall be those rates and prices applicable at the last Inflation Adjustment Date.

Price Adjustment

3.1 On each Inflation Adjustment Date until the end of the Contract Term the rates and prices for the relevant element of each Pricing Schedule are adjusted as follows:

- a. deduct any OPA from the relevant rates and prices;
- b. multiply the rate or price (less any OPA as deducted under **paragraph 3.1(a)**) by $(1 + \text{the PAF for the relevant element of each Pricing Schedule referred to in Table 10})$; and
- c. add any OPA for the relevant rates or prices deducted under **paragraph 3.1(a)** above to the rates and prices as adjusted under 3(b) above to derive the adjusted rates and prices.

3.2 No price adjustment is made to any percentage in

3.2.1.1.1 the Pricing Schedules or

3.2.1.1.2 any contract data, Build Brief or Works Instruction, or

3.2.1.1.3 elsewhere in this Contract.

3.3 No price adjustment is made for rates and prices stated outside of Table 10 above unless expressly stated to be subject to adjustment in accordance with this Schedule.

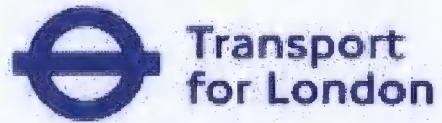
3.4 Rates and prices in the Civil Engineering Contractors Association (CECA) equipment element of the Pricing Schedule are not subject to adjustment in accordance with this Schedule. On each Inflation Adjustment Date until the end of the Contract Term the rates and prices in the Civil Engineering Contractors Association (CECA) are replaced by the latest edition of rates and prices published by the Civil Engineering Contractors Association prior to the relevant Inflation Adjustment Date.

Quotation/Works Instruction

4.1 The Prices for each Quotation and/or Works Instruction are prepared using the rates and prices current at the "*starting date*" identified in the relevant Build Brief or Works Instruction.

4.2 If the rates and prices are adjusted in accordance with this Schedule between the date on which a Quotation for a Works Instruction is submitted in accordance with [Clause 7] of this Contract and the *starting date* for that Works Instruction, the Prices submitted with the Quotation are adjusted in accordance with this Schedule.

4.3 Save as provided in **paragraph 4.2** the Prices under any Works Instruction are not adjusted under this Schedule.



Traffic Technology Contract CCTV Out Station (Lot 8)

Schedule 6

PART A (NEC Engineering & Construction Short Contract (4th Edition))

Conditions of Contract

These conditions are based on the NEC family of contracts, the copyright of which belongs to the Institution of Civil Engineers.

Contents

Contract Forms	1
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The Contractor's Offer and the Client's Acceptance	5
Price List	6
Scope	7
Site Information	10

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2 The Contractor's main responsibilities	CC 4
3 Time	CC 5
4 Quality management	CC 6
5 Payment	CC 7
6 Compensation events	CC 8
7 Title	CC 11
8 Liabilities and insurance	CC 12
9 Termination and resolving disputes	CC 14
If the United Kingdom Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009 (the Act) applies to the contract, the following additional conditions apply	CC 17

Contract Data

The *Client's* Contract Data

The *Client* is

Name

Transport for London a statutory corporation whose principal office is at 5 Endeavour Square, Stratford, London E20 1JN

Address for communications

In accordance with clause 57 (Notices and Communications) of the TTC Contract unless stated otherwise in the Build Brief

Address for electronic communications

In accordance with clause 57 (Notices and Communications) of the TTC Contract unless stated otherwise in the Build Brief

The *works* are

as described in the Build Brief

The *site* is

as stated in the Build Brief

The *starting date* is

as stated in the Build Brief

The *completion date* is

as stated in the Build Brief

~~The *target commissioning date* is~~

as stated in the Build Brief

The *delay damages* are

as stated in the Build Brief

per day

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

The *key dates and conditions* to be met are as set out in the Build Brief

The *period for reply* is

1 week unless otherwise stated in the Build Brief

weeks

The *defects date* is

52 weeks after Completion of the relevant works unless otherwise stated in the Build Brief

weeks after Completion

The *defect correction period* is

28 days unless stated otherwise in the Build Brief

weeks

The *assessment days* **are**
is

unless stated otherwise in the Build Brief,

- the date on which the *works* are Commissioned and
- at Completion of the whole *works*

provided that if either Party gives notice to the other to terminate the *Contractor's* obligation to Provide the *Works* *assessment days* only occur until the issue of such notice notwithstanding that the *works* may not have been Commissioned or Completion of the whole of the *works* may not have occurred.

Invoices are to be submitted
in the following format

as stated in the Build Brief.

The ~~retention~~ is

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does/does not
apply?
(delete as applicable)

The ~~Adjudicator~~ is

Name

-

Address for communications

-

Address for electronic
communications

-

Contract Data

The *Client's* Contract Data

The interest rate on late payment is

2% per annum above the base
rate of the Bank of England

~~% per complete week of delay.~~

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

~~For any one event, the liability~~

~~of the Contractor to the Client~~

~~for loss of or damage to the~~

~~Client's property is limited to~~

-

~~The Client provides this
insurance~~

-

~~Only enter details here if the Client is to provide insurance.~~

~~The minimum amount of~~

~~cover for the third insurance~~

~~stated in the Insurance Table is,~~

~~for any one event~~

-

~~The minimum amount of~~

~~cover for the fourth insurance~~

~~stated in the Insurance Table~~

~~is, for any one event~~

-

~~The Adjudicator nominating~~

~~body is~~

-

~~The tribunal is~~

-

~~If the tribunal is arbitration, the~~

arbitration procedure is

-

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (with amendments January 2019 and October 2020) as amended and supplemented in Schedule 6, Part A of the TTC Contract

Only enter details here if additional conditions are required.

The additional conditions are included in the amended and supplemented NEC4 Engineering and Construction Short Contract June 2017 (with amendments January 2019 and October 2020) set out in Schedule 6, Part A of the TTC Contract

Contract Data

The Contractor's Contract Data

The Contractor is

Name

Telent Technology Services Limited (company number 703317) with its registered address at Point 3, Haywood Road, Warwick, CV34 5AH, England

Address for communications

In accordance with clause 57 (Notices and Communications) of the TTC Contract unless stated otherwise in the Build Brief

Address for electronic communications

In accordance with clause 57 (Notices and Communications) of the TTC Contract unless stated otherwise in the Build Brief

The fee percentage is

The offered total of the Prices is

proposed in the Quotation and confirmed in the relevant Works Instruction

The people rates are

category of person

unit

rate

-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

The published list of Equipment is

The percentage for adjustment for Equipment is

% (state plus

or minus)

~~The Contractor's Offer and Client's Acceptance~~

~~The Contractor offers to Provide the Works in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.~~

The offered total of the Prices is

Enter the total of the Prices from the Price List.

~~Signed on behalf of the Contractor~~

Name

-

Position

-

Signature

-

Date

-

~~The Client accepts the Contractor's Offer to Provide the Works~~

~~Signed on behalf of the Client~~

Name

-

Position

-

Signature

-

Date

-

Price List

The Price List and the total of the Prices is proposed in the Quotation and confirmed in the relevant Works Instruction.

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

ITEM-NUMBER	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE
-------------	-------------	------	----------	------	-------

The total of the Prices

The method and rules used to compile the Price List are

As set out in clause 7 of the TTC Contract.

Scope

The Scope is in Schedule 3 (Statement of Requirements) of the TTC Contract as supplemented by any additional information identified in and/or annexed to the Build Brief and which is identified as forming part of the Scope.

~~The Scope should be a complete and precise statement of the Client's requirements. If it is incomplete or imprecise there is a risk that the Contractor will interpret it differently from the Client's intention.~~

~~Information provided by the Contractor should be listed in the Scope only if the Client is satisfied that it is required, is part of a complete statement of the Client's requirements and is consistent with the other parts of the Scope.~~

1 Description of the works

~~Give a detailed description of what the Contractor is required to do and of any work the Contractor is to design.~~

2 Drawings

~~List the drawings that apply to the contract.~~

DRAWING-NUMBER	REVISION	TITLE

Scope

3 Specifications

List the specifications which apply to the contract.

TITLE

DATE OR REVISION

TICK IF PUBLICLY AVAILABLE

--	--	--

--	--	--

4 Constraints on how the Contractor Provides the Works

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the Client.

--

Scope

5 Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).

6 Services and other things provided by the *Client*

Describe what the *Client* will provide, such as services (including water and electricity) and "free-issue" Plant and Materials and equipment.

ITEM	DATE BY WHICH IT WILL BE PROVIDED

Site Information

Give information about the *site* such as the ground conditions and any other information which is likely to affect the *Contractor's* work such as the position of adjacent structures.

The Site Information is as set out or referred to in Schedule 27 of the TTC Contract as supplemented by any additional information identified in and/or annexed to the Build Brief.

Conditions of Contract

1. GENERAL

Actions 10

- 10.1 The Parties shall act as stated in this contract.
- 10.2 The Parties act in a spirit of mutual trust and co-operation.

Identified and defined terms 11

- 11.1 In these *conditions of contract*, terms identified in the Contract Data are in italics and defined terms have capital initials.
- 11.2 (1) Completion is when the *Contractor* has completed the *works* in accordance with the Scope ~~except for correcting and corrected all notified Defects which do not prevent the Client from using the works or others from doing their work. If the work which the Contractor is to do by the Completion Date is not stated in the Scope, Completion is when the Contractor has done all the work necessary for the Client to use the works and for Others to do their work.~~
(2) The Completion Date is the *completion date* unless later changed in accordance with the contract.
(3) A ~~Corrupt Act~~ is
 - ~~the offering, promising, giving, accepting or soliciting of an advantage as an inducement for an action which is illegal, unethical or a breach of trust or~~
 - ~~abusing any entrusted power for private gain~~~~in connection with this contract or any other contract with the Client. This includes any commission paid as an inducement which was not declared to the Client before the date of the Client's Acceptance. Not used~~
(4) A Defect is
 - ~~a part of the works which is not in accordance with the Scope or the Contractor's obligations under this contract or~~
 - ~~a part of the works designed by the Contractor which is not in accordance with Applicable Laws, all applicable licences and approvals or the Contractor's design which the Client has accepted.~~
(5) The Defects Certificate is either a list of Defects that the *Client* has notified before the *defects date* which the *Contractor* has not corrected or, if there are no such Defects, a statement that there are none.
(6) Defined Cost is the cost of the following components ~~in the Schedule of Cost Components~~ incurred by the *Contractor* in Providing the Works.
 - ~~People employed directly or indirectly by the Contractor on the site, calculated by multiplying each of the People Rates by the total time appropriate to that rate.~~
 - ~~Plant and Materials, the amount paid by the Contractor including, if applicable, delivery to the site.~~
 - ~~Work subcontracted by the Contractor, the amount paid by the Contractor to the Subcontractor.~~
 - ~~Equipment on site, as follows:~~
 - ~~For Equipment in the published list of Equipment calculated by applying the percentage for adjustment for Equipment to the rates in the published list of Equipment and by multiplying the resulting rate by the time for which the Equipment is required.~~
 - ~~For Equipment which is not in the published list of Equipment calculated by~~

~~multiplying open market or competitively tendered rates for that Equipment by the time for which it is required.~~

~~For the transport of Equipment and for Equipment which is consumed, the amount paid by the Contractor, to the extent that the rates do not include transport or consumables.~~

- (7) **NEC Equipment** is items provided and used by the *Contractor* to Provide the Works and which the Scope does not require the *Contractor* to include in the works.
- (8) The Fee is the amount calculated by applying the *fee percentage* to the amount of Defined Cost.
- (9) The Parties are the *Client* (which expression includes its successors in title and permitted assigns) and the *Contractor*.
- (10) ~~The People Rates are the people rates unless later changed in accordance with the contract. Not used.~~
- (11) Plant and Materials are items intended to be included in the works.
- (12) The Price for Work Done to Date is the total of the Price for each lump sum item in the Price List which the *Contractor* has completed. **A completed item is one without notified Defects the correction of which will delay following work. and**
- ~~where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.~~
- (13) The Prices are the amounts stated in the Price column of the Price List. ~~Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.~~
- (14) To Provide the Works means to do the work necessary to complete the works in accordance with the contract and all incidental work, services and actions which the contract requires.
- (15) Scope is information which
- specifies and describes the works and/or
 - states any constraints on how the *Contractor* Provides the Works
- and is either
- in the document called Scope or
 - in an instruction given in accordance with the contract.
- (16) Site Information is information which describes the *site* and its surroundings and is in the document called Site Information.

(17) ~~Act is The Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009.~~

(18) ~~Brexit is the formal withdrawal of the United Kingdom from the European Union following the expiry of the transition period under the Withdrawal Agreement, regardless of which countries comprise the United Kingdom at such date.~~

(19) ~~CDM Regulations are the Construction (Design and Management) Regulations 2015.~~

(20) ~~Cessation Plan means a plan agreed between the Parties or determined by the Client pursuant to Clause 94 in the event a Declaration of Ineffectiveness is sought or in order to give effect to any of termination Reasons 12 to 14 (inclusive).~~

(21) ~~Client Premises are any premises owned, leased or under the control of the Client.~~

(22) ~~Client's Design Information means any drawings, proposals, specifications, method statements, designs, plans, schemes, layouts, surveys or other documents, or concepts prepared or developed by or on behalf of the Client and included or referred to in the Works Instruction.~~

(23) ~~Client's Lane Rental Scheme (comprising Scheme document, Appendix and Borough Lane Rental Map) is the Lane Rental Scheme described in the Scope.~~

(24) ~~Commissioned means completion of commissioning of the works in accordance with the Scope to enable the Client to certify that the works are Commissioned, provided that the works can never be certified Commissioned where use of any part of the works is unsafe.~~

(25) ~~Construction Industry Scheme means the provisions of Chapter 3 of Part 3 of the Finance Act 2004 (Construction Industry Scheme) together with any regulations made~~

pursuant to these provisions, including the Income Tax (Construction Industry Scheme) Regulations 2005.

(26) Contract Date is the date of the relevant Works Instruction.

(27) Coronavirus Pandemic means the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) pandemic designated as such by the World Health Organization on 11 March 2020 and which causes the disease known as "COVID-19".

(28) Coronavirus Pandemic Event means any of the events described in clause 60.1(17), 60.1(18) and 60.1(19).

(29) Declaration of Ineffectiveness means a declaration of ineffectiveness in relation to this contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 which has any of the consequences described in in regulation 101 of such regulations.

(30) Direction has the meaning given to it in the TTC Contract.

(31) Dispute has the meaning given to it in the TTC Contract.

(32) End User has the meaning given to it in Article 2 of the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019.

(33) A Key Date is the date by which work is to meet the Condition stated. The Key Date is the *key date* stated in the *Client's Contract Data* and the Condition is the *condition* stated in the *Client's Contract Data* unless later changed in accordance with the contract.

(34) Indirect Subcontractor means any subcontractor or subconsultant of whatever tier beneath any Subcontractor appointed in relation to the *works*.

(35) Insolvency Event:

- has the meaning given in the TTC Contract and
- includes if a Party has become insolvent as defined in section 113 of the Act.

(36) Interfacing Others means Others identified or referred to in the Scope with whom the *Contractor* is to interface.

(37) Others are people or organisations who are not the *Client*, the *Contractor* or any employee, Subcontractor or supplier of the *Contractor*.

(38) Pay Less Notice means the notice referred to in clause 51.6.

(39) Prevention Event is an event which

- stops the *Contractor* completing the *works* or
 - stops the *Contractor* completing the *works* by the Completion Date
- and which is not
- a shortage of labour, Plant and Materials or NEC Equipment whether caused by local market fluctuations or otherwise,
 - an Insolvency Event of the *Contractor* or any Subcontractor, Indirect Subcontractor or supplier or
 - an event attributable to any negligence, omission or default of the *Contractor* or any of his employees or agents or any Subcontractor or Indirect Subcontractor or any of their employees or agents

and which

- neither Party could prevent and
- an experienced contractor would have judged, at the Contract Date, to have such a small chance of occurring that it would have been unreasonable to have allowed for it.

(40) Public Highway means land which is in the ownership or control of Transport for London, the Boroughs, the Royal Parks or the Highways Agency.

(41) Reverse Charge Order means the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019/892.

		(42) Schedule of Capital Works Rates means the rates, prices and percentages as set out in Schedule 6, Part B of the TTC Contract.
		(43) Schedule of Cost Components means the Schedule of Cost Components at Schedule 6, Part C of the TTC Contract.
		(44) Standard on Electronic Invoicing is the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
		(45) A Statutory Requirement means Applicable Laws and <ul style="list-style-type: none"> any regulation or bylaw of any local authority or of any Statutory Undertaker which has any jurisdiction with regard to the <i>works</i> or with whose systems the same are or will be connected including any statutory provisions and any decisions of a relevant authority under the statutory provisions which control the right to develop the site on which the <i>works</i> are to be provided (including, without limitation, any planning permission).
		(46) Statutory Undertaker means any governmental or local authority or statutory undertaker <ul style="list-style-type: none"> which has any jurisdiction with regard to the <i>works</i> including without limitation any jurisdiction to control development of the site or any part of it, with whose requirements the <i>Client</i> is required to comply or with whose systems and/or utilities the <i>works</i> will be associated.
		(47) A Subcontractor is a person or organisation including, without limitation any sub-consultant who has a contract with the <i>Contractor</i> to <ul style="list-style-type: none"> construct or install part of the <i>works</i>, design all or part of the <i>works</i>, except the design of Plant and Materials carried out by the supplier or provide a service which is necessary to Provide the Works, except for the <ul style="list-style-type: none"> hire of NEC Equipment or supply of people paid for by the <i>Contractor</i> according to the time they work.
		(48) Target Commissioning Date means the date by which the <i>works</i> should be Commissioned and is the <i>target commissioning date</i> unless changed in accordance with this contract.
		(49) TfL Group means Transport for London ("TfL"), a statutory body set up by the Greater London Authority Act 1999 and all of its subsidiaries and their subsidiaries (as defined in Section 1159 of the Companies Act 2006) from time to time, together with Cross London Rail Links Limited (company number 04212657) and reference to any "member of the TfL Group" refers to TfL or any such subsidiary.
		(50) TTC Contract means the overarching agreement pursuant to which the Works Instruction is issued.
		(51) VATA means the Value Added Tax Act 1994.
		(52) Withdrawal Agreement is the agreement between the United Kingdom and the European Union under Article 50(2) of the Treaty on European Union which sets out the arrangements for the United Kingdom's withdrawal from the European Union (as that agreement is modified from time to time in accordance with any provision of it).
Interpretation and the law	12	
	12.1	In the contract, except where the context shows otherwise, words in the singular also mean in the plural and the other way round.
	12.2	The contract is governed by the law of England the country where the site is.
	12.3	No change to the contract, unless provided for by these <i>conditions of contract</i> , has effect unless it has been agreed, confirmed in writing and signed by the Parties.
	12.4	The contract is the entire agreement between the Parties.

	12.5	A period of time stated in days is a period calculated in accordance with Section 116 of the Act. For the avoidance of doubt, nothing in this sub-clause shall prevent or restrict the <i>Contractor</i> from Providing the Works or correcting Defects on any day.
	12.6	The headings to the sections, clauses and sub-clauses of these <i>conditions of contract</i> are for convenience only and do not affect their construction or interpretation.
	12.7	Notwithstanding the Contract Date, the conditions of this contract cover all work and services carried out by the <i>Contractor</i> from the date when the <i>Contractor</i> first commenced performance of the works and this contract and the warranties and undertakings in this contract are deemed to apply to all work and services performed by the <i>Contractor</i> both before and after the Contract Date.
	12.8	In this contract the words "including", "includes" and "included" are construed without limitation unless inconsistent with the context.
	12.9	Any obligation imposed on either Party in this contract in the present tense is to be construed as an on-going obligation unless that obligation has been fulfilled.
	12.10	In this contract a reference to 'STC' or 'Surface Technology Contract' shall be construed as a reference to 'TTC' or 'Traffic Technology Contract' (as applicable).
Communications	13	
	13.1	Clause 58 of the TTC Contract applies to each communication (including any notice) which the contract requires has effect when it is received in a form that can be read, copied and recorded at the last address notified by the recipient for receiving communications.
	13.2	If the contract requires the <i>Client</i> or the <i>Contractor</i> to reply to a communication, unless otherwise stated in these <i>conditions of contract</i> , they reply within the <i>period for reply</i> .
The <i>Client's</i> authority and delegation	14	
	14.1	The <i>Contractor</i> obeys an instruction which is in accordance with the contract and is given by the <i>Client</i> .
	14.2	The <i>Client</i> may give an instruction to the <i>Contractor</i> which changes the Scope or a Key Date.

- 14.3 The *Client* gives an instruction to correct a mistake in the Price List which is
- a departure from the method and rules stated in the Price List and used to compile it or
 - due to an ambiguity or inconsistency.

- 14.4 ~~The *Client's* acceptance of a communication from the *Contractor* or acceptance of the work does not change the *Contractor's* responsibility to Provide the Works or liability for its design.~~

No acceptance, acceptance, approvals, comments, instructions, consents or advice or indication of satisfaction given by or from the *Client* nor any enquiry or inspection which the *Client* makes or has carried out for its benefit or on its behalf at any time, operates to reduce, extinguish, exclude, limit or modify the *Contractor's* duties and obligations under this contract unless it is in writing from the *Client*, refers to this contract and clearly identifies the duty or obligation and the extent to which such duty or obligation is to be reduced, extinguished, excluded, limited or modified.

- 14.5 The *Client*, after notifying the *Contractor*, may delegate any of the *Client's* actions and may cancel any delegation. A reference to an action of the *Client* in the contract includes an action by its delegate.

Early warning

15

- 15.1 The *Contractor* and the *Client* give an early warning by notifying the other as soon as either becomes aware of any matter which could

- increase the total of the Prices,
- delay the Target Commissioning Date,
- delay Completion, or
- delay meeting a Key Date or
- impair the performance of the works in use.

The *Client* or the *Contractor* may give an early warning by notifying the other of any other matter which could increase the *Contractor's* total cost. Early warning of a matter for which a compensation event has previously been notified is not required. In the notification the *Contractor* and the *Client* state whether the early warning must be dealt with immediately or can wait until the next scheduled early warning meeting.

- 15.2 The *Contractor* and the *Client* co-operate in making and considering proposals for how the effect of each matter which has been notified as an early warning can be avoided or reduced and deciding and recording actions to be taken.

Access to the site and provision of services

16

- 16.1 ~~The *Client* allows access to and use of the site to the *Contractor* as necessary for the work included in the contract.~~ The *Contractor* arranges for access to and use of the site which is necessary for work included in this contract.

- 16.2 The *Client* provides services and other things as stated in the Scope.

- 16.3 The *Contractor* acknowledges that the *Client* does not guarantee uninterrupted or exclusive access to or use of the site and that access is limited in accordance with this contract.

- 16.4 The *Contractor* notifies the *Client* immediately if he becomes aware that any part of the site is not on a Public Highway (other than those parts of the site which the Scope and/or the Site Information indicates are not on a Public Highway) and the *Client* instructs the *Contractor* how to proceed.

Corrupt Acts

17

Not used

- ~~17.1 The *Contractor* does not do a Corrupt Act.~~

- ~~17.2 The *Contractor* takes action to stop a Corrupt Act of a subcontractor or supplier of which it is, or should be, aware.~~

- ~~17.3 The *Contractor* includes equivalent provisions to these in subcontracts and contracts for the supply of Plant and Materials and Equipment.~~

**Contractor's
proposals**

18

18.1 The *Contractor* may propose to the *Client* that the Scope provided by the *Client* is changed in order to reduce the amount the *Client* pays to the *Contractor* for Providing the Works. The *Client* consults with the *Contractor* about the change.

18.2 Within four weeks of the *Contractor* making the proposal the *Client*

- accepts the *Contractor's* proposal and issues an instruction changing the Scope,
- informs the *Contractor* that the *Client* is considering the proposal and instructs the *Contractor* to submit a quotation for a proposed instruction to change the Scope or
- informs the *Contractor* that the proposal is not accepted.

The *Client* may give any reason for not accepting the proposal.

**Requirements for
Instructions**

19

19.1 The *Client* or the *Contractor* notifies the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents which are part of the contract. The *Client* states how the ambiguity or inconsistency should be resolved. It is not a compensation event, and there is no addition to the Prices, any change to any Key Date or the Completion Date arising from any such ambiguity or inconsistency, where the *Client* assesses:

- that the ambiguity or inconsistency in question is one for which the *Contractor* is responsible under this contract or
- that a prudent and experienced contractor familiar with works similar to the works would have identified such an ambiguity or inconsistency at the Contract Date from the information then available to him.

The *Client* notifies the *Contractor* of this decision.

19.2 The *Client* or the *Contractor* notifies the other as soon as either becomes aware that the Scope includes an illegal or impossible requirement. If the Scope does include an illegal or impossible requirement, the *Client* gives an instruction to change the Scope appropriately.

2. THE CONTRACTOR'S MAIN RESPONSIBILITIES

Providing the Works

20

- 20.1 The *Contractor* Provides the Works in accordance with the Scope.
- 20.2 The *Contractor* does not start work which the *Contractor* has designed until the *Client* has accepted that the design complies with the Scope.
- 20.3 Subject to clause 23, as between the *Contractor* and the *Client*, the *Contractor* does not rely upon any survey, report or other document prepared by or on behalf of the *Client* and the *Client* makes no representation or warranty as to the accuracy or completeness of any such survey, report or document.

Subcontracting and people

21

- 21.1 If the *Contractor* subcontracts work,
 - it is responsible for Providing the Works as if it had not subcontracted and
 - it shall comply with clause 25 (Subcontracting and Change of Ownership) of the TTC Contract.
- 21.2 The contract applies as if a *Subcontractor's* employees and equipment were the *Contractor's*.
- 21.3 The *Client* may, having stated the reasons, instruct the *Contractor* to remove a person any person under the control of the *Contractor*. The *Contractor* then arranges that, after one day, the person has no further connection with the work included in the contract.

Access for the Client

22

- 22.1 The *Contractor* provides access for the *Client* and *Others* named by the *Client* to work being done for the contract and to stored Plant and Materials.

The Contractor's design

23

- 23.1 The *Contractor* is responsible for the design of all of the works except as stated in clause 23.3 below.
- 23.2 The *Contractor* is deemed to have scrutinized, prior to the Contract Date, the *Client's* Design Information. The *Contractor* is responsible for the design of the works and for the accuracy of such *Client's* Design Information except as stated in clause 23.3 below.
- 23.3 The *Client* is not responsible for any error, inaccuracy or omission, of any kind in the *Client's* Design Information and is not deemed to have given any representation of accuracy or completeness of any data or information, except as stated below.

The *Client* is responsible for the correctness of the following elements of the *Client's* Design Information
 - Controller Specification,
 - other information stated in the Works Instruction as being the responsibility of the *Client* (if any),
 - definitions of intended purposes of the works or any part thereof and
 - criteria for the testing and performance of the completed works.
- 23.4 Where there is a mistake, inaccuracy or discrepancy in or omission from the *Client's* Design Information, the *Contractor* informs the *Client* in writing of its proposed amendment to remove the mistake, inaccuracy, discrepancy or omission. Within two weeks, the *Client* either consents to the *Contractor's* proposed amendment or comments in writing on such an amendment provided that the *Client* does not unreasonably withhold its consent to a proposed amendment. The *Contractor* takes account of such comments and resubmits its proposed amendment to the *Client*. Such process is repeated until the *Client*

accepts the *Contractor's* proposed amendment.

23.5 The following shall not give rise to a compensation event:

- anything which is the *Contractor's* responsibility as set out in this clause 23,
- any comment, failure to comment or delay in commenting by the *Client* in connection with this clause 23 (which shall also not be treated as an act of prevention or breach of contract by the *Client*) or
- any discrepancy, mistake, inaccuracy in, or omission from, the *Contractor's* design and/or the *Client's* Design Information.

23.6 Without prejudice to clause 23.1 to 23.5 (inclusive), the *Contractor* submits the particulars of its design as the Scope requires to the *Client* for acceptance. A reason for not accepting the *Contractor's* design is that

- it does not comply with either the Scope, the Applicable Laws or Statutory Requirements,
- it is not integrated and coordinated with the designs of Others where the *Contractor* is required by the Scope or the instructions of the *Client* to integrate and/or coordinate its design with the designs of Others or such integration is necessary for the *Contractor* to Provide the Works, or
- it does not comply with this contract.

Unless otherwise stated in the Scope, the *Contractor* does not proceed with the relevant work until the *Client* has accepted its design.

23.7 The *Contractor* may submit its design for acceptance in parts if the design of each part can be assessed fully.

23.8 (1) Without prejudice to clause 23.8(3), the *Contractor* warrants to the *Client* that insofar as it is responsible for the design of works or services under this contract, it has exercised and exercises in such design all reasonable skill, care and diligence as may be expected of a properly qualified designer of the appropriate discipline(s) for such design, experienced in carrying out works or services of a similar scope, nature, timescale and complexity and on a similar site or at a similar location to the works.

(2) Subject to clause 23.8(3), the *Contractor* warrants to the *Client* that it uses the reasonable skill, care and diligence set out in clause 23.8(1) to see that the works or services provided under this contract comply with any performance specification or requirement included or referred to in the Scope or the *Contractor's* design (including any changes to the Scope) and comply with all Statutory Requirements. The *Contractor* warrants that any works or services designed by the *Contractor* will interface and integrate fully with any designs of the *Client*, Others and in accordance with the Scope and the instructions of the *Client*.

(3) The *Contractor* warrants to the *Client* that

- the works or services provided under this contract comply with any performance specification or requirements included or referred to in the Scope and
- the works will on Completion be fit for their intended purpose set out or referred to in the Scope.

Intellectual Property Rights 24

24.1 Clause 44 (Intellectual Property Rights) of the TTC Contract applies.

Design of NEC Equipment 25

25.1 The *Contractor* submits particulars of the design of an item of NEC Equipment to the *Client* for acceptance if the *Client* instructs the *Contractor* to. A reason for not accepting is that the design of the item will not allow the *Contractor* to Provide the Works in accordance with

- the Scope,
- the contract,
- the *Contractor's* design which the *Client* has accepted or
- Applicable Laws.

Working with Others

26

- 26.1 The *Contractor* co-operates with Others, including in obtaining and providing information which they need in connection their work and with the *works*. The *Contractor* co-operates with Others, co-ordinates his activities with them and shares the *site* with them as stated in the Scope. The *Contractor* permits the carrying out of work by Others and concurrently with the execution of the *works*.
- 26.2 The *Client* and the *Contractor* provide services and other things as stated in the Scope. Any cost incurred by the *Client* as a result of the *Contractor* not providing the services and other things which it is to provide is assessed by the *Client* and paid by the *Contractor*.
- 26.3 If the *Client* decides that the work does not meet the Condition stated for a Key Date by the date stated and, as a result, the *Client* incurs additional cost either
- in carrying out work or
 - by paying an additional amount to Others in carrying out work
- on the same project, the additional cost which the *Client* has paid or will incur is paid by the *Contractor*. The *Client* assesses the additional cost within four weeks of the date when the Condition for the Key Date is met. The *Client's* right to recover the additional cost in these circumstances is without prejudice to any other rights and remedies the *Client* may have arising from the *Contractor's* failure to meet a Key Date.
- 26.4 Unless provided for in the Scope or authorised by written instruction by the *Client*, the *Contractor* Provides the Works and corrects Defects in such a way as not to cause delay or disruption to the *Client* and/or Others.
- 26.5 In the event that the *works* cause delay or disruption to the *Client* and/or Others, the *Contractor* takes all reasonable steps to mitigate and minimise such delay or disruption.
- 26.6 Without prejudice to clause 26.1, the *Contractor* liaises with Interfacing Others and as often as may be required to ensure that any programme produced by the *Contractor* in accordance with clause 31 is developed to ensure that the *works* are co-ordinated and interfaced with the works to be undertaken by Interfacing Others and the *Contractor* Provides the Works in accordance with any such co-ordinated and interfaced programme. If the *Contractor* fails to properly coordinate and interface the *works* with the works to be undertaken by Interfacing Others the *Contractor* is not entitled to: a compensation event pursuant to clause 60.1; a change in the Prices; a change to the Target Commissioning Date, Completion Date; or a change to any Key Date.

Other responsibilities

27

- 27.1 The *Contractor* obtains approval of its design from Others where necessary.
- 27.2 The *Contractor* obtains from and/or gives to Others all licences, consents, notices and approvals necessary or appropriate to enable him to Provide the Works other than those which the Scope states will be obtained or given by the *Client* or Others. The *Contractor* ensures that, prior to Completion and wherever necessary during the course of the *works*, the conditions and requirements of the licences, consents, notices and approvals, whether obtained by the *Contractor* or the *Client*, are complied with and that the same are renewed whenever necessary or appropriate.
- 27.3 Unless it is stated otherwise in the Build Brief the *Contractor* is the *Principal Contractor* and/or the *Principal Designer* and the *Contractor* performs all the functions and duties of and exercises the powers of the "principal contractor" and/or the "principal designer" as defined in the CDM Regulations. Where the *Contractor* is not the *Principal Contractor* and/or the *Principal Designer*, the *Contractor* performs all the functions and duties of a "contractor" and (where the *Contractor* is responsible for design) a "designer" as defined in the CDM Regulations.
- 27.4 Unless otherwise stated in the Scope, the *Contractor* identifies restrictions on his ability to Provide the Works which will be imposed by a Highways Authority in order to control

noise arising from the *Contractor* Providing the Works. If such restrictions are more onerous than those which it would have been reasonable for an experienced contractor to have allowed for at the Contract Date then the *Contractor* notifies the *Client*. The *Contractor* and the *Client* discuss different ways to deal with the restrictions and the *Contractor* takes every practicable step to work with the Highways Authority and Others to find alternative methods of working to avoid any increase to the total of the Prices and any delay to the Target Commissioning Date, a Key Date or the Completion Date.

Contracts with Others

28

- 28.1 The *Contractor* performs the duties ascribed to it under this contract, and undertakes to the *Client* that no act, omission or default of the *Contractor* in relation to the *works* constitutes, causes or contributes to a breach by the *Client* of its obligations under its contracts with Others but only to the extent that copies (or relevant extracts) have been provided by the *Client* to the *Contractor* in connection with any Works Instruction. If copies or relevant extracts of such contracts with Others are provided after the Contract Date it is treated as a compensation event.

Assignment and novation

29

- 29.1 The *Client* may assign the benefit of and its rights under this contract without the consent of the *Contractor* being required. The *Contractor* does not assign the benefit of and its rights under this contract without the prior written consent of the *Client*.
- 29.2 If requested by the *Client*, the *Contractor* enters into a novation agreement within the *period for reply* in the form of the novation agreement attached at Schedule 17 to the TTC Contract, or in such other form as the *Client* may reasonably require, in order to novate the benefit and burden of this contract to a member of the TfL Group or to another person who is or becomes responsible for delivering the whole or part of the *works* ("**New Client**"). The only reason the *Contractor* may decline to effect the novation of this contract to the New Client is if the New Client is unable to provide adequate financial documentation to demonstrate that it can meet its liabilities under the contract if the contract is novated to the New Client.

3. TIME

Starting, and Completion and Key Dates

30

- 30.1 The *Contractor* does not start work until the *starting date* and does the work so that Completion is on or before the Completion Date and, if earlier, so that the *works* are Commissioned on or before the Target Commissioning Date.
- 30.1A The *Client* decides the date on which the *works* are successfully Commissioned and certifies that the *works* are Commissioned within one week of the date. Such certificate sets out any Defects to be corrected and further *works* required to achieve Completion.
- 30.2 The *Contractor* submits a forecast of
- the date when the *works* can be certified Commissioned and
 - the date of Completion
- to the *Client* each week from the *starting date* until Completion.
- 30.2A The *Contractor* notifies the *Client* when in his opinion the *works*
- can be certified Commissioned and
 - will have been completed
- in accordance with this contract, and in each case requests an inspection. The *Client* and the *Contractor* undertake such inspection in accordance with the requirements set out in the Scope and the Applicable Laws. Any other person(s) identified by the *Client* may attend such inspection. Without prejudice to clause 50.6, if the *Client* does not certify that the *works* are Commissioned or does not certify Completion (as appropriate) in respect of such inspection, the *Contractor* pays £5,000 toward the cost of the inspection.
- 30.3 The *Client* decides the date of Completion and certifies it to the *Contractor* within one week of the date.
- 30.4 The *Client* may instruct the *Contractor* to stop or not to start any work. The *Client* subsequently gives an instruction to the *Contractor* to
- re-start or start the work or
 - remove the work from the Scope.
- 30.5 The *Contractor* does the work so that the Condition stated for each Key Date is met by the Key Date.

The programme

31

- 31.1 The *Contractor* submits programmes to the *Client* as stated in the Scope.

Take over

32

- 32.1 The *Client* and Others may use any part of the *works* before Completion has been certified. If he does so, and notwithstanding any certificate confirming that the *works* are Commissioned in accordance with clause 30.1A, he does not take over the part of the *works* when he begins to use it and the *Contractor* remains responsible for the *works* until the *Client* issues a certificate in accordance with clause 30.3 unless the *Client* issues a certificate in accordance with clause 32.2.
- 32.2 If the *Client* wishes (in its absolute discretion) to take over any part of the *works* prior to the date of issue of a certificate of Completion pursuant to clause 30.3 then the *Client* shall certify the date on which the *Client* has taken over such part of the *works* and the extent of the *works* it has taken over.
- 32.3 Notwithstanding any other clause in this contract and in particular the issuing of a certificate confirming that the *works* are Commissioned, for the avoidance of doubt, the *Client* shall not be regarded as having taken over the *works*, or any part of the *works*, during any period when the *works* are being used by the *Client* and/or Others and unless the *Client* issues a certificate in accordance with clause 32.2.

- 33.1 The *Contractor* and the *Client* may propose to the other an acceleration to achieve Completion before the Completion Date. If the *Client* and *Contractor* are prepared to consider the proposed change, the *Client* instructs the *Contractor* to provide a quotation. The instruction states changes to the Key Dates to be included in the quotation. The *Contractor* provides a quotation within three weeks, or any other time stipulated by the *Client*, of the instruction to do so. The *Client* replies to the quotation within three weeks.

The reply is

- a notification that the quotation is accepted or
 - a notification that the quotation is not accepted and that the Completion Dates and Key Dates are not changed.
- 33.2 A quotation for an acceleration comprises proposed changes to the Prices and a revised programme showing the earlier Completion Date and the changed Key Dates. The *Contractor* submits details of the assessment with each quotation.
- 33.3 When a quotation for an acceleration is accepted, the *Client* changes the Prices, the Completion Date and the Key Dates accordingly and accepts the revised programme.
- 33.4 If the *Contractor* does not submit a quotation within the *period for reply* or if the *Client* decides that the *Contractor* has not assessed the quotation for an acceleration correctly then the *Client* may instruct the *Contractor* to achieve Completion before the Completion Date. If the *Client* instructs the *Contractor* to achieve Completion before the Completion Date the *Client* assesses the change to the Prices, the Completion Date and the Key Dates and informs the *Contractor* of any changes.

4. QUALITY MANAGEMENT

Quality management system	40A	
	40A.1	The <i>Contractor</i> complies with the requirements of clause 5.8 of the TTC Contract.
Tests and inspections	40	
	40.1	The <i>Client</i> and the <i>Contractor</i> carry out tests and inspections required by the Scope. If a test or inspection shows that any work has a Defect, the <i>Contractor</i> corrects the Defect, and the test or inspection is repeated.
Testing and inspection before delivery	41A	
	41A.1	The <i>Contractor</i> does not bring to the <i>site</i> those Plant and Materials which the Scope states are to be tested or inspected before delivery until the <i>Client</i> has notified the <i>Contractor</i> that they have passed the test or inspection.
Searching for and notifying Defects	41	
	41.1	Until the <i>defects date</i> , the <i>Client</i> may instruct the <i>Contractor</i> to search for a Defect.
	41.2	The <i>Client</i> may notify a Defect to the <i>Contractor</i> at any time before the <i>defects date</i> .
	41.3	Following issue of a certificate confirming that the <i>works</i> are Commissioned the <i>Contractor</i> corrects any Defects notified to him and completes the <i>works</i> .
Correcting Defects	42	
	42.1	The <i>Contractor</i> corrects a Defect whether or not the <i>Client</i> has notified it.
	42.2	Before Completion, the <i>Contractor</i> corrects a notified Defect before it would prevent the <i>Client</i> or others from doing their work.
	42.3	After Completion, the <i>Contractor</i> corrects a notified Defect before the end of the <i>defect correction period</i> . This period begins at the later of Completion and when the Defect is notified.
	42.4	The <i>Client</i> issues the Defects Certificate at the <i>defects date</i> if there are no notified Defects, or otherwise at the earlier of <ul style="list-style-type: none"> the end of the last <i>defect correction period</i> and the date when all notified Defects have been corrected.
	42.5	Nothing in this clause 42 limits any of the <i>Contractor's</i> obligations or <i>Client's</i> rights set out in the Scope or in relation to service response times required under the TTC Contract (including in response to any Direction).
	42.6	Should the <i>works</i> fail to achieve Commissioning or Completion due to the presence of a Defect or Defects the <i>Client</i> may at its discretion elect that the Scope will be changed so that the Defect or Defects do not have to be corrected. If the <i>Client</i> makes such an election the <i>Contractor</i> submits a quotation for reduced Prices to the <i>Client</i> for acceptance. If the <i>Client</i> accepts the quotation (in its absolute discretion) the <i>Client</i> gives an instruction to change the Scope and the Prices accordingly.
	42.7	Subject to clause 42.6, if the <i>works</i> fail to achieve Commissioning or Completion because of a Defect, or anything else which is the responsibility of the <i>Contractor</i> (including any delay which is caused by or is the responsibility of the <i>Contractor</i> or the <i>Contractor's</i> lack of preparation prior to Commissioning or Completion) the <i>Contractor</i> repeats the relevant <i>works</i> and activities in order to achieve Commissioning or Completion (as applicable) and, without prejudice to any other right of the <i>Client</i> under this contract (including any right arising under clause 30.2A), the <i>Client</i> assesses the cost incurred by the <i>Client</i> in repeating such <i>works</i> and activities and the <i>Contractor</i> pays the amount assessed. The <i>Contractor</i> shall not be entitled to any addition to the Prices as a consequence of repeating any such <i>works</i> or activities to achieve Commissioning or Completion.
	42.8	For the avoidance of doubt the <i>Contractor</i> corrects any Defect at no cost to the <i>Client</i> ,

except for any rates payable in accordance with Schedule 5 of the TTC Contract associated with compliance with a Direction to correct a Defect.

42.9 For the avoidance of doubt, the *Contractor* continues to be liable for Defects (including Defects listed in the Defects Certificate and latent or inherent Defects) after:

- the issue of the Defects Certificate;
- the operation of this section; and
- the termination of this contract for any reason (including breach by the *Client*),

in accordance with the English law.

Accepting Defects

43

43.1 The *Contractor* and the *Client* may each propose to the other that the Scope should be changed so that a Defect does not have to be corrected. If the *Contractor* and the *Client* are prepared to consider the change, the *Contractor* submits a quotation for reduced Prices or an earlier Completion Date or both to the *Client* for acceptance. If the *Client* accepts the quotation, it changes the Scope, the Prices and the Completion Date accordingly.

Uncorrected Defects

44

44.1 If the *Contractor* has not corrected a notified Defect within its *defect correction period*, the *Client* assesses the cost of having the Defect corrected by other people and the *Contractor* pays this amount.

5. PAYMENT

Assessing the amount due

50

- 50.1 The *Contractor* assesses the amount due and the *Contractor* applies to the *Client* for payment not less than fourteen days before each relevant assessment day. There is an assessment day in each month from the starting date until the earlier of
- the month after the *Client* issues the Defects Certificate and
 - either Party gives notice to the other to terminate the *Contractor's* obligation to Provide the Works.

- 50.2 The *Contractor's* application for payment includes details of how the amount has been assessed. If an amount will become due at an assessment day, the *Contractor* submits an application for payment to the *Client* in a form approved by the *Client* not less than fourteen days prior to the relevant assessment day. The application states the sum that the *Contractor* considers to be due to him at the payment due date and the basis on which that sum is calculated.

- 50.2A The payment due date is either

- for payments due under clause 50 except under clause 50.10, the later of:
 - the assessment day and
 - fourteen days after the date of receipt by the *Client* of the *Contractor's* application for payment in accordance with clause 50.2

or

- for the purpose of clause 50.10 only, the date of notification of the *Client's* assessment under clause 50.10.

The final date for payment is twenty eight days after the date on which payment becomes due.

- 50.3 If the *Contractor* submits an application for payment in accordance with clause 50.2 before the assessment day, the amount due at the payment due date assessment day is

- on certification that the works are Commissioned, 60% of the Price for Work Done to Date,
- on Completion, 100% of the Price for Work Done to Date,
- on assessment of an amount due under clauses 50.10 or 92.1 (if applicable), the Price for Work Done to Date,

in each case

- the Price for Work Done to Date,
- plus other amounts to be paid to the *Contractor*,
- less amounts to be paid by or retained from the *Contractor*.

- 50.4 If the *Contractor* does not submit an application for payment before the assessment day, the amount due at the assessment day is the lesser of

- the amount the *Client* assesses as due at the assessment day, assessed as though the *Contractor* had submitted an application before the assessment day, and
- the amount due at the previous assessment day.

If the *Client* assesses an amount due it gives details of the how the amount has been calculated.

If the *Contractor* does not make an application for payment in accordance with clause 50.2 before a payment due date, the notified sum is zero or, if an amount is to be paid to the *Client*, the amount which the *Client* considers is to be paid. The *Client* notifies the *Contractor* of the notified sum.

- 50.5 If the *Contractor* has incorrectly assessed the amount due in an application made before the assessment day, the *Client* corrects the amount due and gives details of how the corrected amount has been calculated before payment. Not used

50.6 The Contractor pays *delay damages* for each day from the Completion Date until the earlier of

- Completion and
- the date either Party gives notice to the other to terminate the Contractor's obligation to Provide the Works.

If the Client takes over a part of the works before Completion, the *delay damages* are reduced from the date on which the part is taken over. The Project Manager assesses the benefit to the Client of taking over the part of the works as a proportion of the benefit to the Client of taking over the whole of the works not previously taken over. The *delay damages* are reduced in this proportion. Notwithstanding any other provision of this contract, the Client does not take over a part of the works before Completion for the purposes of this clause during any periods when the works are being used by the Client and/or Others and unless the Client issues a certificate in accordance with clause 32.3. A certificate certifying that the works are Commissioned is not take over.

50.7 ~~An amount is retained from the Contractor in the assessment of each amount due until Completion. This amount is the retention applied to the Price for Work Done to Date. The amount retained is halved in the first assessment made after Completion and remains at this amount until the assessment day after the Defects Certificate is issued. No amount is retained in the assessment made after the Defects Certificate has been issued. Not used~~

50.8 ~~If the Client requires a programme to be submitted, one quarter of the Price for Work Done to Date is retained in assessments of the amount due until the Contractor has submitted a first programme to the Client showing the information which the Scope requires. Not used~~

50.9 If the Contractor's employment is terminated under clause 90.2 (Reason 1) because the Contractor has become insolvent within the meaning of Section 113 of the Act, the Client need not pay any sum due to the Contractor other than any amount due to him under clause 92 either:

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

50.10 The Client may, in his absolute discretion, assess an amount due before the works are certified Commissioned, and before Completion. If the Client assesses such an amount due it notifies the Contractor giving details of the assessment and how the amount has been calculated.

50.11 If a novation agreement is requested under this contract but not executed and delivered to the Client, then one quarter of the Price for Work Done to Date is retained in assessments of the amount due and is not payable to the Contractor until such document has been delivered.

50.12 The consideration for any supply made pursuant to or in connection with the terms of this contract, and all sums payable under this contract, are exclusive of value added tax ("VAT"). Where, under the terms of this contract, a supply is made that is subject to VAT, the person receiving the supply must pay a sum equal to the amount of VAT which is or becomes chargeable on that supply to the person making the supply in addition to, and at the same time as paying, any other consideration for that supply and a valid VAT invoice must be issued by the person making the supply.

If any VAT invoice delivered by the Contractor under this contract is an electronic invoice, the Client accepts and processes the electronic invoice submitted by the Contractor where the invoice is undisputed and where it complies with the Standard on Electronic Invoicing.

50.13 The Parties acknowledge that the Reverse Charge Order will enter into force on 1 March 2021 and is expected to have effect for supplies made on or after that date.

The Client is an End User for the purposes of this contract if stated in the Contract Data.

Where the Client is an End User for the purposes of this contract, the Parties acknowledge that:

- services provided by the *Contractor* to the *Client* on or after 1 March 2021 pursuant to this contract are expected to include "specified services" (within the meaning of article 4 of the Reverse Charge Order) and will be "excepted supplies" (within the meaning of article 8 of the Reverse Charge Order) on the basis that the *Client* is an End User in respect of such specified services and
- accordingly the Reverse Charge Order will not apply and the *Client* will not be required to account for VAT to HM Revenue & Customs in respect of such supplies under section 55A of VATA.

Where the *Client* is not an End User for the purposes of this contract:

- the Parties acknowledge that services provided by the *Contractor* to the *Client* on or after 1 March 2021 pursuant to this contract will include "specified services" (within the meaning of article 4 of the Reverse Charge Order) and are expected to be subject to the Reverse Charge Order on the basis that the *Client* is not an End User,
- accordingly, the Parties acknowledge that the *Client* will be required to account for VAT to HM Revenue & Customs in respect of such supplies from the *Contractor* under section 55A of VATA and
- the *Contractor* will deliver an invoice to the *Client* in accordance with clause 51.4 stating that the Reverse Charge Order applies or any other appropriate language as suggested by HM Revenue & Customs in their relevant guidance

In any event the *Contractor* indemnifies the *Client* on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the *Client* at any time in respect of the *Contractor's* failure to account for or to pay any VAT relating to payments made to the *Contractor* under this contract. Any amounts due under this clause 50.13 are paid in cleared funds by the *Contractor* to the *Client* not less than five (5) days before the date upon which the tax or other liability is payable by the *Client*.

Where under this contract any amount is calculated by reference to any sum which has been or may be incurred by any person, the amount includes any VAT in respect of that amount only to the extent that such VAT is not recoverable as input tax by that person (or a member of the same VAT group) whether by set off or repayment.

If the Reverse Charge Order is incorrectly applied and the *Client* pays an amount in respect of VAT to the *Contractor* in error, then the *Contractor* will pay to the *Client* on demand an amount equal to such VAT plus any interest, penalties or surcharges charged or imposed on the *Client* by HM Revenue & Customs arising from the late payment of any VAT.

If the *Client's* status as an End User changes during the term of this contract, the *Client* uses its reasonable endeavours to notify the *Contractor* and the *Contractor* applies the Reverse Charge accordingly.

Payment

51

- 51.1 A payment is made by the relevant final date for payment ~~within three weeks after the assessment day~~. The first payment is the amount due. Other payments are the change in the amount due since the previous assessment. A payment is made by the *Contractor* to the *Client* if the amount due is less than the amount due in the previous assessment. Other payments are made by the *Client* to the *Contractor*.
- 51.2 Interest is paid if a payment is late or includes a correction of an earlier payment. Interest is assessed from the date by which the correct payment should have been made until the date when it is paid. Interest is calculated at the rate stated in the Contract Data or, if none is stated, at 0.5% of the delayed amount per complete week of delay.
- 51.3 Any tax which the law requires a Party to pay to the other Party is added to any payment made under the contract. The Parties comply with the provisions of the TTC Contract relating to the Construction Industry Scheme.
- 51.4 The *Client* certifies a payment not later than 5 days after each payment due date. The *Client's* certificate is the *Client's* notice of payment specifying the amount due at the

payment due date (the notified sum) and stating the basis on which the amount was calculated. Not later than 5 days after receipt of the *Client's* certificate the *Contractor* delivers to the *Client* a VAT invoice in the amount of the certificate with a copy of the certificate attached. The *Contractor* issues a corrected invoice, where required, within five days of receipt of any Pay Less Notice.

- 51.5 If a certificate is not issued by the *Client* in accordance with clause 51.4, the sum to be paid by the *Client* is, subject to clause 51.6, the sum stated as due in the *Contractor's* application in accordance with clause 50.2 or, for the purpose of clause 50.10 only, the sum stated as due in the notification of the *Client's* assessment under clause 50.10. If a certificate is not issued by the *Client* in accordance with clause 51.4 the *Contractor* delivers to the *Client* a VAT invoice in the amount *Contractor's* application in accordance with clause 50.2 or the *Client's* assessment under clause 50.10 (as applicable).
- 51.6 If either Party intends to pay less than the notified sum, he notifies the other Party not later than five days (the prescribed period) before the final date for payment by stating the amount considered to be due and the basis on which that sum is calculated. A Party does not withhold payment of an amount due under this contract unless he has notified his intention to pay less than the notified sum as required by this contract.
- 51.7 The *Contractor* issues invoices in the manner and format required by the *Client's* Contract Data and/or the Scope.

Defined Cost 52

- 52.1 All the *Contractor's* costs which are not included in the Defined Cost are treated as included in the Fee. Defined Cost includes amounts at open market or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered.

The Price List 53

- 53.1 Information in the Price List is not Scope or Site Information. If the activities on the Price List do not relate to the Scope, the *Contractor* corrects the Price List.
- 53.2 If the *Contractor*
- changes a planned method of working at its discretion so that the activities on the Price List do not relate to the operations on the latest programme accepted by the *Client* or
 - corrects the Price List so that the activities on the Price List relate to the Scope
- the *Contractor* submits a revision of the Price List to the *Client* for acceptance.
- 53.3 A reason for not accepting a revision of the Price List is that
- it does not relate to the operations on latest programme accepted by the *Client*,
 - any changed Prices are not reasonably distributed between the activities which are not completed or
 - the total of the Prices is changed.

6. COMPENSATION EVENTS

Compensation events 60

60.1 The following events are compensation events.

(1) The *Client* gives an instruction changing the Scope unless the change is in order to make a Defect acceptable.

(2) ~~The *Client* does not allow access to and use of the site to the Contractor as necessary for the work included in the contract.~~ The *Client* gives an instruction under clause 16.4.

~~(2A) The Contractor cannot gain access to the site to Provide the Works as a result of the action of Others, provided that: the Contractor has (i) taken all practicable steps to arrange access to and use of the site in accordance with the provisions of this contract; and (ii) used all reasonable endeavours to re-allocate the resources.~~

~~(2B) The Contractor is prevented by the Client from gaining access to the site to Provide the Works, provided that: the Contractor has (i) taken all practicable steps to arrange access to and use of the site in accordance with the provisions of this contract; and (ii) used all reasonable endeavours to re-allocate the resources. The Contractor is not entitled under this sub-clause 60.1(2B) to any change to the Prices.~~

(3) The *Client* does not provide something which it is to provide by the date stated in the contract.

(4) The *Client* gives an instruction to stop or not to start any work or to change a Key Date.

(5) The *Client* does not work within the conditions stated in the Scope.

(5A) Statutory Undertakers

- do not work within the times shown on the latest programme accepted by the *Client* or
- do not work within the conditions stated in the Scope,

~~provided that the Contractor is not entitled under this sub-clause 60.1(5A) to any change to the Prices to the extent that the Contractor has failed to comply with clause 103.~~

~~(6) Not used The Client does not reply to a communication from the Contractor within the period required by the contract.~~

(7) The *Client* changes a decision which it has previously communicated to the Contractor.

(8) ~~Not used. The Contractor encounters physical conditions which~~

- ~~are within the site,~~
- ~~are not weather conditions and~~
- ~~an experienced contractor would have judged, at the date of the Contractor's Offer, to have such a small chance of occurring that it would have been unreasonable to have allowed for them.~~

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

(9) The Contractor is prevented by weather from carrying out all work on the site for periods of time, each at least one full working day, which are in total more than one seventh of the total number of days between the *starting date* and the Completion Date. In assessing this event, only the working days which exceed this limit and on which work is prevented by no other cause are taken into account. The Contractor is not entitled under this sub-clause 60.1(9) to any change to the Prices.

(10) Either Party notifies the other of a correction to an assumption made for the

assessment of a compensation event.

(11) An event which is a Prevention Event and is not a breach of contract by the Contractor and is not one of the other compensation events stated in this contract provided that the Contractor is not entitled under this sub-clause 60.1(11) to any change to the Prices.

- ~~stops the Contractor completing the works or~~
 - ~~stops the Contractor completing the works by the Completion Date~~
- and which
- ~~neither Party could prevent,~~
 - ~~an experienced contractor would have judged, at the date of the Contractor's Offer, to have such a small chance of occurring that it would have been unreasonable to have allowed for it and~~
 - ~~is not one of the other compensation events stated in the contract.~~

(12) The Client gives an instruction to correct a mistake in the Price List.

(13) The Contractor exercises its right under the Act to suspend performance, whether or not the event has been notified by the Contractor within the period specified in clause 61.3.

(14) A breach of contract by or act of prevention on the part of the Client (except to the extent that it is caused or contributed to by the Contractor any Subcontractor or Indirect Subcontractor or any person for whom those parties are responsible) which is not one of the other compensation events in the contract.

(15) The Contractor encounters ducting which

- is within the site, and
- is
 - blocked,
 - not in accordance with the relevant PRO drawing for the site, and/or
 - is such that it prevents the Contractor from physically installing the whole or part of the works in accordance with the Works Instruction and
- necessitates works (which are not already within the scope of the works or otherwise identified in the Scope) to be carried out by the Contractor or by Others, and

is not identified,

- in any duct survey undertaken by the Contractor (whether instructed by the Client or otherwise) prior to commencing the works, or
- as part of a Visual Inspection (where such inspection has been undertaken by the Contractor prior to commencing the works), or
- in any publicly available information referred to in the Site Information,

provided that the Contractor is not entitled under this sub-clause 60.1(15) to any change to the Prices.

(16) Subject to clause 27.5 of the conditions of contract, restrictions on the Contractor's ability to Provide the Works are imposed by a Highways Authority to control noise which are more onerous than those which it would have been reasonable for an experienced contractor to have allowed for at the Contract Date.

(17) Any of the following events where such event is directly caused by the Coronavirus Pandemic:

- the implementation of revised methods of working which is mandated by a change in the law of the country in which the *site* is located after the Contract Date or
- the implementation of revised methods of working which is instructed by the *Client* following guidance or a change in the law of the country in which the *site* is located relating to the Coronavirus Pandemic,

but only to the extent that the *Contractor* was not aware and an experienced and prudent *Contractor* would not reasonably have been aware that such law or guidance would come into force after the Contract Date.

(18) Any of the following events where such event is directly caused by the Coronavirus Pandemic:

- the closure of the *site* or cessation of the *works* which is mandated by a change in the law of the country in which the *site* is located after the Contract Date or
- the closure of the *site* or cessation of the *works* which is instructed by the *Client* following guidance or a change in the law of the country in which the *site* is located relating to the Coronavirus Pandemic.

(19) Disruption to the supply of Plant and Materials where such disruption is directly caused by the Coronavirus Pandemic, provided that the *Contractor* is not entitled under this clause 60.1(19) to any change to the Prices.

(20) Disruption to the supply of Plant and Materials where such disruption is directly caused by Brexit, provided that the *Contractor* is not entitled under this clause 60.1(20) to any change to the Prices.

- 60.2 ~~In judging the physical conditions for the purposes of assessing any compensation event, the Contractor is assumed to have taken into account~~
- ~~• the Site Information,~~
 - ~~• publicly available information referred to in the Site Information,~~
 - ~~• information obtainable from a visual inspection of the site and~~
 - ~~• other information which an experienced contractor could reasonably be expected to have or to obtain. Not used.~~

Notifying compensation events

61

- 61.1 The *Client* and the *Contractor* notify the other of an event which has happened or which they expect to happen as a compensation event.
- 61.2 If the *Client* notifies the compensation event, it also instructs the *Contractor* to submit a quotation for the compensation event **unless**
- ~~• the event arises from a fault of the Contractor including any error, omission, negligence, default, breach of contract or breach of statutory duty of the Contractor or any of its employees or agents or of any Subcontractor, Indirect Subcontractor or supplier or any of their employees or agents or~~
 - ~~• the event has no effect upon the cost to the Contractor, the Target Commissioning Date, Completion or meeting a Key Date.~~

The *Contractor* submits the quotation, **including sufficient supporting information**, within one week of being instructed to do so by the *Client*. If the *Contractor* notifies the compensation event, it submits a quotation with the notification.

- 61.3 If the *Contractor* does not notify a compensation event within four weeks of ~~becoming when it becomes aware or ought reasonably to have become aware~~ that the event has happened, the Prices, ~~the Target Commissioning Date, a Key Date and Completion Date~~ are not changed unless the event arises from a correction to an assumption stated by the *Client* or the *Client* giving an instruction or changing an earlier decision. ~~The Client may, in its absolute discretion, assess a change to the Target Commissioning Date, a Key Date or the Completion Date (but not a change to the Prices) in the absence of a notice from the Contractor in accordance with this sub-clause.~~
- 61.4 ~~A compensation event is not notified by the Client or Contractor after the issue of the Defects Certificate.~~

A compensation event is not notified after Completion. No change is made to the Prices, the Target Commissioning Date, the Completion Date nor any Key Date in respect of any compensation event notified after Completion.

Quotations for compensation events

62

- 62.1 A quotation for a compensation event comprises proposed changes to the Prices, **Target Commissioning Date, Key Dates and Completion Date** assessed by the *Contractor*. The *Contractor* submits details of its assessment, including a detailed breakdown of any changes to the Prices and the measures to be taken in respect of Subcontractors and Indirect Subcontractors (where relevant) with regards to the **works** and any planned **works** by Others, with each quotation. If the quotations comprise or include delays, the details of the *Contractor's* assessment include sufficient evidence to demonstrate that the compensation event has caused or (in the case of future delay) will cause delay to the **Target Commissioning Date, a Key Date or the Completion Date**. If the effects of a compensation event are too uncertain to be forecast reasonably, the *Contractor* states assumptions about the compensation event in the quotation. Assessment of the compensation event is based on these assumptions. If any of them is later found to have been wrong, either Party may notify a correction to the other Party.
- 62.2 The *Client* replies within two weeks of the *Contractor's* submission. If the *Client* decides that an event notified by the *Contractor*
- ~~• arises from the fault of the Contractor, including, without limitation, any error, omission, negligence, default, breach of contract or breach of statutory duty of the Contractor or any of its employees or agents or of any Subcontractor Indirect Subcontractor or supplier or any of their employees or agents,~~

- has not happened and is not expected to happen,
- has not been notified within the timescales set out in these *conditions of contract*,
- has no effect upon the Prices, Defined Cost, the Target Commissioning Date, Completion or meeting a Key Date or
- is not one of the compensation events stated in the contract

the *Client* notifies the *Contractor* that the Prices, Defined Cost, the Target Commissioning Date, Key Dates and Completion Date are not to be changed.

If the *Client* decides otherwise, it notifies the *Contractor* accordingly and includes in the notice

- acceptance of the *Contractor's* quotation or
- a statement that it does not agree with the quotation and details of the *Client's* own assessment.

62.3 If the *Client* does not reply to a quotation in accordance with the contract and within the time allowed, it is treated as acceptance by the *Client* of the quotation.

62.4 If the *Contractor* does not provide a quotation which the contract requires it to submit in the time allowed, the *Client* assesses the compensation event and notifies the *Contractor* of the *Client's* assessment within one week of when it should have received the *Contractor's* quotation.

- 62.5 The *Client* includes details of its assessment of a compensation event when it notifies the *Contractor* of the assessment. If the effects of the compensation event are too uncertain to be forecast reasonably, the *Client* states assumptions about the compensation event in the assessment. Assessment of the compensation event is based on these assumptions. If any of them is later found to have been wrong, either Party may notify a correction to the other Party.

Assessing
compensation
events

63

- 63.1 ~~For a compensation event which only affects the quantities of work shown in the Price List, the change to the Prices is assessed by multiplying the changed quantities of work by the appropriate rates in the Price List.~~

To the extent that a compensation event affects either work done or work not yet done the change to the Prices for a compensation event is assessed

- to the extent that the compensation event only affects the quantities of work shown in the Price List, by multiplying the changed quantities of work by the appropriate rates in the Price List,
- to the extent that a compensation event does not only affect the quantities of work shown in the Price List
 - by using the appropriate rates and lump sums in the Price List,
 - to the extent that there is no appropriate rate or lump sum in the Price List by using other appropriate rates and lump sums in the Schedule of Capital Works Rates,
 - to the extent that there is no appropriate rate or lump sum in the Price List or the Schedule of Capital Works Rates (as applicable),
 - by using the rates or lump sums in the Price List for works of a similar character and executed under similar conditions to the compensation event or
 - to the extent that there is no such rate or lump sum in the Price List, by using the rates or lump sums in the Schedule of Capital Works Rates for works of a similar character and executed under similar conditions to the compensation event,
 - to the extent that there is no rate or lump sum in the Price List or the Schedule of Capital Works Rates (as applicable) for works of a similar character and executed under similar conditions to the compensation event, in accordance with clause 63.2.

63.1A

Notwithstanding any other provision of this contract, the change to the Prices in respect of a compensation event under clause 60.1(18) is assessed in accordance with clause 63.1 as the effect of the compensation event on the Demobilisation Costs and Remobilisation Costs only and there is no change to the Prices other than in respect of the Demobilisation Costs and Remobilisation Costs.

For the purpose of this clause:

"Demobilisation Costs" means the following cost components in respect of demobilisation:

- cost of off-hiring NEC Equipment (including any penalty fees),
- cost of removing Plant and Materials from *site* (if required),
- cost of making the *site* safe (e.g. covering up, signage), including incidental works, and maintaining for the duration of the closure of the *site*,
- cost of making safe third party and stakeholder works (e.g. utilities),
- cost of making the *site* secure (e.g. fencing, CCTV), including incidental works, and maintaining for the duration of the closure of the *site*,
- cost of implementing traffic management and maintaining for the duration of the closure of the *site*,
- cost of site infrastructure which it is not practicable to off-hire or remove for the duration of the closure of the *site* (e.g. site cabins and offices, utility connections, etc.),

- cost of people for planning, managing and delivering demobilisation, and
- cost of people required to maintain a safe and secure *site* for the duration of the closure of the *site* (e.g. security guards, traffic management agents, etc.),

"Remobilisation Costs" means the following cost components in respect of remobilisation:

- cost of mobilising NEC Equipment which was off-hired as part of demobilisation,
- cost of delivering to *site* any Plant and Materials which were removed as part of demobilisation,
- cost of remobilising people and Subcontractors,
- cost of reinstating the *site* to its pre-demobilisation state,

cost of people for planning, managing and delivering remobilisation.

63.1B

The *Contractor's* only entitlement to a change in the Prices, the Target Commissioning Date, the Completion Date or any Key Date in respect of a Coronavirus Pandemic Event is under clause 60.1(17), 60.1(18) or 60.1(19) (as applicable), and no other compensation event in this contract applies to events which are Coronavirus Pandemic Events.

63.2

~~For other compensation events~~ Where stated in clause 63.1 to apply, the change to the Prices is assessed as the effect of the compensation event upon

- the actual Defined Cost of the work already done,
- the forecast Defined Cost of the work not yet done and
- the resulting Fee.

63.2A

The following are deducted from the assessment at clause 63.1:

- costs against which this contract required the *Contractor* to insure and
- other costs paid to the *Contractor* by insurers.

63.3

The *Client* and the *Contractor* may agree rates or lump sums to assess the change to the Prices.

63.4

~~The effect of a compensation event upon the Defined Cost is calculated using rates and percentages stated in the Contract Data and other amounts at open market or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered. Not used.~~

63.5

~~If, when assessing a compensation event the People Rates do not include a rate for a category of person required, the *Client* and *Contractor* may agree a new rate. If they do not agree the *Client* assesses the rate based on the People Rates. The agreed or assessed rate becomes the People Rate for that category of person. Not used.~~

63.5A

If the effect of a compensation event is to reduce the total cost to the *Contractor* and the event is

- a change to the Scope provided by the *Client*, which the *Contractor* proposed and the *Client* accepted,
- a Coronavirus Pandemic Event,
- a change in a decision which the *Client* has previously communicated to the *Contractor*,
- a correction to an assumption stated by the *Client* for assessing an earlier compensation event or
- the *Client* gives an instruction to correct a mistake in the Price List including, for the avoidance of doubt, where such mistake is contained in or caused by information provided by the *Contractor*

the Prices are reduced.

- 63.5B Notwithstanding any other provision of this contract there is no increase to the Prices in respect of a compensation event under clauses 60.1(2B), 60.1(5A), 60.1(9), 60.1(11), 60.1(15), 60.1(19) or 60.1(20).
- 63.5C If the effect of an instruction to correct a mistake in the Price List is to reduce the total of the Prices had the Prices been calculated in accordance with the corrected Price List the Prices are reduced accordingly where such mistake is contained in or caused by information provided by the *Contractor*.
- 63.6 A delay to the Completion Date is assessed as the length of time that, due to the compensation event, Completion is forecast to be delayed.
- 63.6A A delay to a Key Date is assessed as the length of time that, due to the compensation event, the planned date when the Condition stated for a Key Date will be met is forecast to be delayed.
- 63.6B A delay to the Target Commissioning Date is assessed as the length of time that, due to a compensation event, the planned Target Commissioning Date is forecast to be delayed. Provided always that any delay is only assessed as giving rise to a change in the Target Commissioning Date, Completion Date or a Key Date if and to the extent
- that the compensation event (either on its own or with any other compensation event) is the sole, principal or dominant cause of the delay, and
 - there is sufficient evidence to demonstrate that the compensation event has caused or (in the case of future delay) will cause delay to the Target Commissioning Date, Completion Date or a Key Date.

For the avoidance of any doubt, the *Client* may assess and fix an earlier Target Commissioning Date, Completion Date or Key Date if the effect of the compensation event is to reduce the time required for achieving Commissioning, Completion or meeting a Key Date.

- 63.7 An assessment of the effect of a compensation event made using Defined Cost
- includes reasonable and proportionate risk allowances for cost and time for matters which have a significant chance of occurring and are not compensation events and
 - is based upon the assumptions that
 - the *Contractor* reacts competently and promptly to the event and
 - any additional Defined Cost and time due to the event are reasonably incurred.

Where the *Client* decides that the *Contractor* has failed to act in accordance with the assumptions in this clause the failure is taken into account when making the assessment.

- 63.8 A compensation event which is an instruction to change the Scope in order to resolve an ambiguity or inconsistency which (in accordance with sub-clause 19.1) is a compensation event is assessed as if the Prices, the Target Commissioning Date, and the Completion Date and the Key Dates were for the interpretation most favourable to the *Contractor*.
- 63.8A If a change to the Scope makes the description of the Condition for a Key Date incorrect, the *Client* corrects the description. This correction is taken into account in assessing the compensation event for the change to the Scope.
- 63.9 Assessments for changed Prices for compensation events are in the form of changes to the Price List.
- 63.10 If
- the *Client* has accepted a *Contractor's* quotation,
 - a *Contractor's* quotation is treated as accepted or
 - the *Client* has notified the *Contractor* of a *Client's* own assessment

for a compensation event, the assessment of that compensation event is not revised except as stated in these conditions of contract.

7. TITLE

Objects and materials within the site

70

- 70.1 The *Contractor* has no title to an object of value or of historical or other interest within the *site*. The *Contractor* does not move such an object unless instructed to do so by the *Client*.
- 70.2 The *Contractor* has no title to materials from excavation and demolition unless the Scope states otherwise.
- 70.3 No payment is made to the *Contractor* on account of Plant and Materials which are outside the *site* (including where Plant and Materials are located in the *Contractor's* stores or logistics compounds used in the provision of the *works* relating to the relevant Works Instruction) unless
- the *Contractor* has provided a vesting agreement in the form contained in Schedule 33 of the TTC Contract duly executed by the *Contractor* and relevant Subcontractor,
 - (if applicable) the *Contractor* has provided a secondary vesting agreement in the form contained in Schedule 33 of the TTC Contract duly executed by the relevant Subcontractor and relevant Indirect Subcontractor and
 - immediately on payment and without any further act being necessary title passes to the *Client* and the *Contractor* ensures that the Plant and Materials are clearly tagged, identified as the *Client's* and set aside for the *Client*.
- Risk in such Plant and Materials does not pass on payment.
- 70.4 Whatever title the *Contractor* has to Plant and Materials passes to the *Client* if they have been brought within the *site* or the *Contractor's* stores or logistics compounds used in the provision of the *works* relating to the relevant Works Instruction (where such stores or compounds do not form part of the *site*). The title to Plant and Materials passes back to the *Contractor* if they are removed from the *site* with the *Client's* permission.
- 70.5 The *Client* marks NEC Equipment and Plant and Materials which are outside the *site* if
- the contract identifies them for payment,
 - the *Contractor* has prepared them for marking as the Scope requires and
 - a vesting agreement has been provided in accordance with this contract in respect of such NEC Equipment, Plant and Materials.
- 70.6 The *Contractor* removes NEC Equipment from the *site* when it is no longer needed unless the *Client* allows it to be left in the *works*.
- 70.7 Notwithstanding any other provision of this contract, upon title in any Plant and Materials which are outside the *site* (including where Plant and Materials are located in the *Contractor's* stores or logistics compounds used in the provision of the *works* relating to the relevant Works Instruction) passing to the *Client* the *Contractor* will, in respect of such Plant and Materials:
- provide a vesting agreement in the form contained in Schedule 33 of the TTC Contract duly executed by the *Contractor* and relevant Subcontractor,
 - (if applicable) provide a secondary vesting agreement in the form contained in Schedule 33 of the TTC Contract duly executed by the relevant Subcontractor and relevant Indirect Subcontractor.

8. LIABILITIES AND INSURANCE

Client's liabilities 80

80.1 The following are *Client's* liabilities.

- Claims and proceedings from ~~e~~Others and compensation and costs payable to ~~e~~Others which are due to
 - use or occupation of the *site* by the *works* or for the purpose of the *works* which is the unavoidable result of the *works*, or
 - negligence, breach of statutory duty or interference with any legal right by the *Client* or by any person employed by or contracted to it except the *Contractor*.
- A fault of the *Client* or any person employed by or contracted to it, except the *Contractor*.
- A fault in the design of the *works* for which the *Client* is responsible under this contract. ~~contained in~~
 - ~~— the Scope or~~
 - ~~— an instruction from the Client changing the Scope.~~
- Loss of or damage to Plant and Materials supplied to the *Contractor* by the *Client*, or by ~~e~~Others on the *Client's* behalf, until the *Contractor* has received and accepted them.
- Loss of or damage to the *works*, Plant and Materials due to
 - war, civil war, rebellion, revolution, insurrection, military or usurped power,
 - strikes, riots and civil commotion not confined to the *Contractor's* employees or
 - radioactive contamination.
- ~~Loss of or damage to the works after Completion except loss or damage occurring before the issue of the Defects Certificate which is due to~~
 - ~~— a Defect which existed at Completion,~~
 - ~~— an event occurring before Completion which was not itself a Client's liability or~~
 - ~~– the activities of the Contractor on the site after Completion.~~
- Loss of or damage to the *Client's* property, other than the *works*, unless the loss or damage arises from or in connection with the *Contractor* Providing the Works.
- Loss of or wear and damage to the part of the *works* certified Commissioned, except loss, wear or damage occurring before the issue of the Defects Certificate which is due to
 - a Defect which existed at the date on which the *works* were certified Commissioned,
 - an event occurring before the date on which the *works* were certified Commissioned which was not itself a *Client's* liability or,
 - the activities of the *Contractor* on the *site* after the date on which the *works* were certified Commissioned.

Contractor's liabilities 81

81.1 The following are *Contractor's* liabilities unless they are stated as being *Client's* liabilities.

- Claims and proceedings from ~~e~~Others and compensation and costs payable to ~~e~~Others which arise from or in connection with the *Contractor* Providing the Works.
- Loss of or damage to the *works*, Plant and Materials and NEC Equipment.
- Loss of or damage to the *Client's* property (including property belonging to the *Client*, Others or for which the *Client* (or a member of the TFL Group or any other Service

Recipient) is responsible), other than the works, which arises from or in connection with the Contractor Providing the Works.

- Death or bodily injury to the employees of the Contractor.

Recovery of costs 82

82.1 ~~Any cost which the Client has paid or will pay as a result of an event for which the Contractor is liable is paid by the Contractor.~~ Subject to clause 21 (Liability) in the TTC Contract, the Contractor is responsible for and indemnifies the Client, its employees and agents against all Losses incurred in respect of

- death or injury to any person,
- loss or damage to property (including property belonging to the Client, Others or for which the Client (or a member of the TfL Group or any other Service Recipient) is responsible),
- any other loss damage cost or expense including but not limited to that incurred or suffered by the Client due to losses arising under its contracts with Others (but only to the extent that copies (or relevant extracts) have been provided by the Client to the Contractor in connection with any Works Instruction) which arise out of or in the course of or by reason of the Contractor's performance, non-performance or part performance of this contract and
- any breach of statutory duty

to the extent that such Losses are due to any negligence, breach of contract, breach of statutory duty, error, act, omission, or default by the Contractor, its employees, Subcontractors, Indirect Subcontractors or agents or due to matters, circumstances or events which are the Contractor's liabilities.

82.2 ~~Any cost which the Contractor has paid or will pay as a result of an event for which the Client is liable is paid by the Client.~~ The Contractor's indemnity under sub-clause 82.1 remains in force for the duration of this contract and continues to survive the expiry or termination of the Contractor's appointment under this contract and/or the expiry or termination of this contract. Without prejudice to the survival of any other clauses or schedules, the clauses or schedules of this contract necessary to give effect to the Contractor's indemnity under clause 82.1 also survive expiry or termination of the Contractor's appointment under this contract and/or the expiry or termination of this contract.

- 82.3 ~~The right of a Party to recover these costs is reduced if an event for which it was liable contributed to the costs. The reduction is in proportion to the extent that the event for which that Party is liable contributed, taking into account each Party's responsibilities under the contract. The Contractor is not responsible for and does not indemnify the Client for Losses to the extent that such Losses are caused by the negligence of the Client, its employees or agents.~~
- 82.4 ~~For any one event, the liability of the Contractor to the Client for loss of or damage to the Client's property is limited to the amount stated in the Contract Data. The Contractor is not liable to the Client for the Client's indirect or consequential loss except as provided for in these conditions of contract. Exclusion or limitation of liability applies in contract, tort or delict and otherwise and to the maximum extent permitted in law. Clause 21 (Liability) of the TTC Contract applies.~~
- 82.5 ~~Until the works have been Commissioned and unless otherwise instructed by the Client, the Contractor promptly replaces loss of and repairs damage to the works, Plant and Materials and (when required) undertakes the removal and disposal of debris. The Client in its sole and absolute discretion is entitled to decide not to replace and/or repair any loss and/or damage to the works, Plant and Materials.~~
- ~~Without affecting any of the Contractor's obligations in relation to Maintenance of Installed Equipment under the TTC Contract, after the works have been Commissioned the terms of the TTC Contract and Schedule 3 apply to replacing and repairing loss of or damage to the works and Plant and Materials.~~

Insurance cover

83

- 83.1 ~~The Client provides the insurances which the Client is to provide as stated in the Contract Data. The Parties comply with clause 22 (Insurance) of the TTC Contract.~~
- 83.2 ~~The Contractor provides the insurances stated in the Insurance Table except any insurance which the Client is to provide as stated in the Contract Data.~~
- 83.3 ~~The insurances in the Insurance Table are in the joint names of the Parties except the fourth insurance stated. The insurances provide cover for events which are the Contractor's liability from the starting date until the Defects Certificate has been issued or termination.~~

INSURANCE TABLE	
INSURANCE AGAINST	MINIMUM AMOUNT OF COVER
Loss of or damage to the works, Plant and Materials	The replacement cost
Loss of or damage to Equipment	The replacement cost
Loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor Providing the Works	The amount stated in the Contract Data for any one event with cross liability so that the insurance applies to the Parties separately
Death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with the contract	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event

9. TERMINATION AND RESOLVING DISPUTES

Termination and reasons for termination

90

- 90.1 A Party may terminate the *Contractor's* obligation to Provide the Works for a reason stated in these *conditions of contract* by notifying the other Party and giving details of the reason for terminating. After a notification to terminate has been issued, the *Contractor* does no further work necessary to Provide the Works.
- 90.2 Either Party may terminate if the other Party is subject to an *Insolvency Event* ~~has become insolvent or its equivalent~~ (Reason 1).
- 90.3 The *Client* may terminate if the *Client* has notified the *Contractor* that the *Contractor* has not stopped one of the following defaults within two weeks of the date when the *Client* notified the *Contractor* of the default.
- Substantially failed to comply with the contract (Reason 2).
 - Appointed a Key Subcontractor before the *Client* has accepted the Subcontractor (Reason 2A).
 - Substantially hindered the *Client* or Others (Reason 3).
 - Substantially broken a health or safety regulation (Reason 4).
- The *Client* may also terminate if it notifies the *Contractor* that it has defaulted in one of the ways listed at Reason 2 and/or 2A on two occasions within a period of eight (8) weeks whether or not the *Contractor* has remedied the default within two (2) weeks of the second notification by the *Client*.
- 90.4 ~~The *Contractor* may terminate if~~
- Save when the *Client* has complied with clause 51.6, the *Contractor* may terminate if the *Client* has not paid an amount certified by the *Client* within 13 weeks of the date of the relevant certificate and the *Client* does not remedy that non-payment within a further 5 weeks of receipt of a written notice issued by the *Contractor* after expiry of the 13 week period ~~the *Client* has not paid an amount due under the contract within thirteen weeks of the assessment day which followed receipt of the *Contractor's* application for it~~ (Reason 5) or
- 90.4A ~~if the *Client* has instructed the *Contractor* to stop or not to start any substantial work or all work for a reason which is not the *Contractor's* fault and an instruction allowing the work to re-start or start or removing work from the Scope has not been given within eight weeks (Reason 6).~~
- the *Client* may terminate if the instruction was due to a default by the *Contractor* or a reason related to the Coronavirus Pandemic (Reason 6A),
 - providing the *Contractor* has given written notification to the *Client* of an intention to terminate at least twelve (12) weeks prior to such termination and no instruction allowing the works to restart or start or removing the work from the Scope has been given within that period, the *Contractor* may terminate if the instruction was due to a default by the *Client* (Reason 6B); and
 - providing written notification of an intention to terminate is given to the other Party at least twelve (12) weeks prior to such termination and no instruction allowing the works to restart or start or removing the work from the Scope has been given within that period, either Party may terminate if the instruction was due to any other reason other than a reason related to the Coronavirus Pandemic (Reason 6C).
- 90.5 The *Client* may terminate if an event occurs which
- stops the *Contractor* completing the works or
 - stops the *Contractor* completing the works by the Completion Date and is forecast to delay Completion by more than thirteen weeks,
- and which
- neither Party could prevent,
 - an experienced contractor would have judged, at the *Contract* ~~d~~Date of the *Contractor's Offer*, to have such a small chance of occurring that it would have been unreasonable to have allowed for it (Reason 7).

- 90.6 ~~The Client may terminate if the Contractor does a Corrupt Act, unless it was done by a subcontractor or supplier and the Contractor~~
- ~~was not and should not have been aware of the Corrupt Act or~~
 - ~~informed the Client of the Corrupt Act and took action to stop it as soon as the Contractor became aware of it (Reason 8). Not used.~~
- 90.7 The Client may terminate for any other reason (Reason 9).
- 90.8 The Client may terminate if
- any circumstances arise which entitle the Client to terminate the TTC Contract, save that the Client is not entitled to terminate the Contractor's obligation to Provide the Works pursuant to this clause by reason of clause 32.4.1 of the TTC Contract; but for the avoidance of doubt this proviso does not limit or restrict the Client's right to terminate the Contractor's obligation to Provide the Works for Reason 9 under clause 90.7 (Reason 10) or
 - any cap on the Contractor's liability pursuant to clause 21 (Liability) of the TTC Contract has been or is reasonably likely to be exceeded, unless the Parties have agreed to extend such cap (acting reasonably) (Reason 11).
- 90.9 The Client may terminate if
- this contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with regulation 72 of the Public Contract Regulations 2015 where the modification is due to a default by the Contractor (Reason 12) or where the modification is due to any other reason (Reason 13) or
 - at the Contract Date the Contractor has been in one of the situations referred to in regulation 57(1) of the Public Contract Regulations 2015, including as a result of the application of regulation 57(2) of the Public Contract Regulations 2015, and should therefore have been excluded from the procurement procedure (Reason 14).

Procedures on termination

91

- 91.1 On termination, the Client may complete the works and may use any Plant and Materials to which it has title. The Contractor leaves the site and removes the Equipment. The Contractor makes available to the Client within seven (7) days all information prepared in relation to the works in either electronic or documentary form including all drawings, specifications, reports and any other information held in an agreed format.
- 91.1 The Client may instruct the Contractor to assign the benefit of and/or enter into a novation of (in such format as the Client may reasonably require) any subcontract or other contract related to performance of the contract to the Client.
- 91.2 The Client may use any NEC Equipment to which the Contractor has title to complete the works. The Contractor promptly removes the NEC Equipment from site when the Client informs the Contractor that the Client no longer requires it to complete the works.

Payment on termination

92

- 92.1 The amount due on termination includes
- an amount due assessed pursuant to sub-clause 50.3 but excluding any amount for Plant and Materials as for normal payments,
 - an amount assessed under sub-clause 92.1A for Plant and Materials properly incorporated into the works and to which the Client has title,
 - ~~the cost of Plant and Materials provided by the Contractor which are on the site or of which the Contractor has to accept delivery and~~
 - any amounts retained by the Client.
- 92.1A The amount due on termination for Plant and Materials properly incorporated into the works is assessed
- using the appropriate rates and lump sums in the Price List,

- to the extent that there is no appropriate rate or lump sum in the Price List by using other appropriate rates and lump sums in the Schedule of Capital Works Rates,
- to the extent that there is no appropriate rate or lump sum in the Schedule of Capital Works Rates, by using the rates or lump sums in the Schedule of Capital Works Rates for plant and materials of a similar character to the Plant and Materials,
- to the extent that there is no rate or lump sum in the Schedule of Capital Works Rates for plant and materials of a similar character to the Plant and Materials, using Defined Cost for Plant and Materials.

- 92.2 If the *Client* terminates for Reason 1, 2, 3, 4, or 8, 10, 11, 12, or 14 the amount due on termination also includes a deduction of the forecast additional cost to the *Client* of completing the works.
- 92.3 ~~If the Contractor terminates for Reason 1, 5 or 6 or if the Client terminates for Reason 9, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments. Not used~~
- 92.4 Within thirteen weeks of termination, the *Client* assesses the final amount due. The final payment is the amount due on termination less the total of previous payments. The *Client* gives the *Contractor* details of the assessment. Payment is made within three weeks of the *Client's* assessment.

Dispute resolution 93

- 93.1 ~~A dispute arising under or in connection with the contract is referred to and decided by the Adjudicator. A Party does not refer a dispute to the Adjudicator that is the same, or substantially the same, as one that has already been referred to the Adjudicator.~~

The Parties follow the procedure set out in Clause 74 (Dispute Resolution) of the TTC Contract for the avoidance and resolution of any Dispute arising under or in connection with this contract.

The Adjudicator 93.2 Not used.

- (1) ~~The Parties appoint the Adjudicator under the NEC Dispute Resolution Service Contract current at the starting date. The Adjudicator acts impartially and decides the dispute as an independent adjudicator and not as an arbitrator.~~
- (2) ~~If the Adjudicator is not identified in the Contract Data or if the Adjudicator resigns or is unable to act, the Parties choose a new adjudicator jointly. If the Parties have not chosen an adjudicator, either Party may ask the Adjudicator nominating body to choose one. The Adjudicator nominating body chooses an adjudicator within four days of the request. The chosen adjudicator becomes the Adjudicator.~~
- (3) ~~The Adjudicator and the Adjudicator's employees and agents are not liable to the Parties for any action or failure to take action in an adjudication unless the action or failure to take action was in bad faith.~~

The adjudication 93.3 Not used.

- (1) ~~A Party may refer a dispute to the Adjudicator if~~
- ~~the Party notified the other Party of the dispute within four weeks of becoming aware of it and~~
 - ~~between two and four further weeks have passed since the notification.~~

~~If a disputed matter is not notified and referred within the times set out in the contract, neither Party may subsequently refer it to the Adjudicator or the tribunal.~~

- (2) ~~The Party referring the dispute to the Adjudicator includes with its referral information to be considered by the Adjudicator. Any more information from a Party to be considered by the Adjudicator is provided within two weeks of the referral. This period may be extended if the Adjudicator and the Parties agree.~~

- (3) ~~The Adjudicator may~~

- review and revise any action or inaction of the *Client* related to the dispute and alter a matter which has been treated as accepted or correct;
- take the initiative in ascertaining the facts and the law related to the dispute;
- instruct a Party to provide further information related to the dispute within a stated time and
- instruct a Party to take any other action which is considered necessary for the *Adjudicator* to reach a decision and to do so within a stated time.

(4) A communication between a Party and the *Adjudicator* is communicated to the other Party at the same time.

(5) If the *Adjudicator's* decision includes assessment of additional cost or delay caused to the *Contractor*, the assessment is made in the same way as a compensation event is assessed.

(6) The *Adjudicator* decides the dispute and informs the Parties of the decision and reasons within four weeks of the referral. This period may be extended by up to two weeks with the consent of the referring Party, or by any period agreed by the Parties.

If the *Adjudicator* does not inform the Parties of the decision within the time allowed, either Party may act as if the *Adjudicator* has resigned.

(7) Unless and until the *Adjudicator* has informed the Parties of the decision, the Parties proceed as if the matter disputed was not disputed.

(8) The *Adjudicator's* decision is binding on the Parties unless and until revised by the tribunal and is enforceable as a matter of contractual obligation between the Parties and not as an arbitral award. The *Adjudicator's* decision is final and binding if neither Party has notified the other within the times required by the contract that it intends to refer the matter to the tribunal.

The tribunal

93.4 Not used.

A Party may refer a dispute to the tribunal if

- the Party is dissatisfied with the *Adjudicator's* decision or
- the *Adjudicator* did not inform the Parties of a decision within the time allowed and a new adjudicator has not been chosen,

except that neither Party may refer a dispute to the tribunal unless they have notified the other Party of their intention to do so not more than four weeks after

- the *Adjudicator* informs the Parties of the decision, or, if the *Adjudicator* did not inform the Parties of the decision within the time allowed,
- the end of the time allowed for the *Adjudicator's* decision.

Ineffectiveness and Cessation

94

94.1 In the event that a court makes a Declaration of Ineffectiveness in relation to this contract, the *Client* promptly notifies the *Contractor*. The Parties agree that the provisions of clause 94 apply as from the time when the Declaration of Ineffectiveness is made. Where there is any conflict or discrepancy between the provisions of clauses 90 to 93 and this clause 94 or the Cessation Plan, the provisions of this clause 94 and the Cessation Plan prevail.

94.2 The Declaration of Ineffectiveness does not prejudice or affect any right, liability or remedy which has accrued or accrues to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in this clause 94.

94.3 During any court proceedings seeking a Declaration of Ineffectiveness in respect of this contract, the *Client* may require the *Contractor* to prepare a Cessation Plan in accordance with this clause 94.3 by issuing a notice in writing. As from the date of receipt by the *Contractor* of the notification from the *Client*, the Parties (acting reasonably and in good faith) agree or, in the absence of such agreement, the *Client* reasonably determines an appropriate Cessation Plan with the object of achieving

- an orderly and efficient cessation of the works or (at the *Client's* request) a transition

	of the <i>works</i> to the <i>Client</i> or such other entity as the <i>Client</i> may specify and
	<ul style="list-style-type: none"> minimal disruption or inconvenience to the <i>Client</i> or to road users, public passenger transport services or facilities, in accordance with the provisions of this clause 94 and to give effect to the terms of the Declaration of Ineffectiveness,
	in accordance with the provisions of clauses 94.2 to 94.6 (inclusive) and which the <i>Contractor</i> and <i>Client</i> agree has effect in the event that a Declaration of Ineffectiveness is made in relation to this contract.
94.4	Where there is any conflict or discrepancy between the provisions of clauses 90 to 93 and/or any other provision of this contract and clauses 94.2 to 94.7 (inclusive) or the Cessation Plan, the provisions of these clauses 94.2 to 94.7 (inclusive) and the Cessation Plan prevail.
94.5	The <i>Contractor</i> and the <i>Client</i> comply with their respective obligations under the Cessation Plan (as agreed by the <i>Contractor</i> and the <i>Client</i> or, where agreement cannot be reached, as reasonably determined by the <i>Client</i>) in the event that a Declaration of Ineffectiveness is made in respect of this contract.
94.6	The <i>Client</i> pays the <i>Contractor's</i> reasonable costs in assisting the <i>Client</i> in preparing, agreeing and complying with the Cessation Plan. Such costs are based on any comparable costs or charges agreed as part of this contract or as otherwise reasonably determined by the <i>Client</i> . Provided that the <i>Client</i> is not liable to the <i>Contractor</i> for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of the <i>Contractor's</i> obligation to Provide the Works or this contract pursuant to this clause 94.
94.7	The provisions of this clause 94 (and applicable definitions) survive any termination of this contract following a Declaration of Ineffectiveness.

10. ADDITIONAL CONDITIONS OF CONTRACT

Collateral Warranties

100

100.1 Where it is stated in the Build Brief that this clause 100 applies the *Contractor*, within fourteen (14) days of the *Client's* request, provides to the *Client* collateral warranties executed as deeds in the form attached at Schedule 30 in favour of

- any member of the TfL Group notified to the *Contractor* by the *Client*,
- upon execution of a novation agreement pursuant to clause 29.2, the *Client*,
- any person or institution providing finance in connection with the works,
- purchasers or tenants of the whole or any part of the works,
- any other person having or acquiring an interest in the whole or any part of the works or any property where the works are performed.

100.2 The *Contractor* procures that each Key Subcontractor duly executes and delivers to the *Client* deeds of warranty in accordance with clause 25 (Subcontracting and Change of Ownership) of the TTC Contract.

100.3 The *Client* specifies at the appropriate time which form of warranty at Schedule 30 is appropriate for each particular recipient.

Without prejudice to the obligations of the *Contractor* to the *Client* and to the rights of the *Client*,

- in the case of warranties requested under clause 100.1, the *Client* is not obliged to make any payment to the *Contractor* if (and for so long as) the *Contractor* fails within the time limit specified in clause 100.1 above to deliver the requested warranty or warranties duly executed and/or
- in the case of warranties requested under clause 100.2, one hundred per cent (100%) of the amount due relative to the work and/or services carried out and/or goods supplied by the relevant Key Subcontractor is retained in all assessments of the amount due until the *Contractor* has procured execution and delivery such deed(s) of warranty to the *Client*,

provided always that the *Client* notifies the *Contractor* of the identity of the relevant beneficiaries.

Compliance with Policies

102

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

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

102.3 The *Contractor* shall as it Provides the Works (while taking into account best available techniques not entailing excessive cost and the best practicable

means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the *Contractor's* activities may impact on the environment) to the need to

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

**Responsibility for
Statutory
Undertakers and
special
requirements of
statutory and other
bodies**

103

103.1 Without prejudice to the generality of Paragraph 1 of Schedule 20 (the Special Conditions) of the TTC Contract and to the extent of any conflict the following provisions of this clause 103 apply.

103.2 The *Contractor* on behalf of the *Client*

- identifies those measures which need to be taken as a consequence of or in order to facilitate the works with any Statutory Undertaker,
- agrees a specification for the measures which need to be taken and determines by whom those measures are to be taken with the Statutory Undertaker,
- liaises with the *Client* regarding the orders which need to be placed by the *Client* with Statutory Undertakers in connection with those measures which have been identified or any other measures or requirements which become necessary as a consequence of or to facilitate the works,
- manages delivery of any measures to be undertaken by the Statutory Undertakers and co-ordinates with all Statutory Undertakers the taking of those measures and the execution of the works,

and the *Client* as the *Contractor's* principal pays the Statutory Undertaker's allowable costs in respect of these measures.

The *Contractor*

- is responsible (at no cost to the *Client*) for ensuring the Statutory Undertaker's compliance with any agreement or arrangement entered into under this clause 103,
- indemnifies and keeps indemnified the *Client* against
 - all claims demands actions and proceedings,
 - costs charges and expenses arising therefrom,
 - loss or damage to any property,
 - increased costs of working or
 - business interruption

which may be brought or made by any Statutory Undertaker in connection with such an agreement including but not limited to the negligence or default of the *Contractor*.

103.3 The *Contractor* allows in any programme required under this contract, any notice period required by a Statutory Undertaker in relation to any matter which is the subject of clause 103.2 and for all periods required in the taking of measures which are the subject of clause 103.2.

103.4 The *Contractor*,

- complies at its own cost with all special requirements of Statutory Undertakers and other bodies as set out in the Scope,
- is not excused from the performance of any its obligations under the contract and is not entitled to any allowance of time or to any additional remuneration or compensation in consequence of the requirement to comply with this clause 103.4,
- acknowledges and agrees that the *Client* does not warrant and has not warranted the accuracy or completeness of any data or information which has been or will be provided to the *Contractor* by the *Client* or Others relating to the location, size, nature or condition of services in, on, over or under the *site* or in the vicinity of the *site*,
- further acknowledges and agrees that it neither has nor will have any claim of any kind whatsoever against the *Client* founded upon the accuracy or completeness of any such data or information.

Use of Existing Services

104

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

Considerate Constructor Scheme

105

105.1 If required by the Scope the *Contractor*

- registers the *site* under the Considerate Constructor Scheme, and
- complies with the Considerate Constructor Scheme's Code of Considerate Practice when it Provides the Works.

Modern Slavery Act

106

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

Anti-Slavery Policy means a policy implemented by the *Contractor* which sets out the procedures the *Contractor* has put in place to comply with section 54 of the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under section 54 of that Act.

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

Certified Ethical Labour Scheme means any of the following

- the BRE Ethical Labour Sourcing standard BES 6002 ("**BRE Standard**"),

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

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

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

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

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

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

106.4 A failure by the *Contractor* to comply with its obligations under Clause 119.1 to 119.3 constitutes a substantial failure by the *Contractor* to comply with its obligations for the purpose of Clause 91.2 of this contract.

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

IF THE UNITED KINGDOM HOUSING GRANTS, CONSTRUCTION AND REGENERATION ACT 1996 AS AMENDED BY THE LOCAL DEMOCRACY, ECONOMIC DEVELOPMENT AND CONSTRUCTION ACT 2009 (THE ACT) APPLIES TO THE CONTRACT, THE FOLLOWING ADDITIONAL CONDITIONS APPLY. **NOT USED**

Definitions	1.1	(1) In this clause, time periods stated in days exclude Christmas Day, Good Friday and bank holidays. (2) Each <i>assessment day</i> is a payment due date. If there is a termination, the payment due date is thirteen weeks after the notice of termination. (3) The final date for payment is three weeks after the payment due date.
Assessing the amount due	1.2	If the Contractor makes an application for payment before a payment due date, the application is the notice of payment specifying the sum that the Contractor considers to be due at the payment due date (the notified sum). The Contractor's application states the basis on which the amount is calculated and includes details of the calculation.
	1.3	If the Contractor does not make an application for payment before a payment due date, the notified sum is zero or, if an amount is to be paid to the Client, the amount which the Client considers is to be paid. The Client notifies the Contractor of the notified sum.
	1.4	The following replaces clause 50.5 If a Party intends to pay less than the notified sum, it notifies the other Party of its assessment of the amount due not later than seven days (the prescribed period) before the final date for payment. The notification states the basis on which the amount due is calculated and includes details of the calculation. A Party pays the notified sum unless it has notified its intention to pay less than the notified sum.
Compensation event	1.5	If the Contractor exercises its right under the Act to suspend performance, it is a compensation event.
The adjudication	1.6	The following replaces clause 93.3(1). A Party may issue to the other Party a notice of its intention to refer a dispute to adjudication at any time. The Party refers the dispute to the Adjudicator within seven days of the notice.
	1.7	The Adjudicator may in the decision allocate the Adjudicator's fees and expenses between the Parties.
	1.8	The Adjudicator may, within five days of giving the decision to the Parties, correct the decision to remove a clerical or typographical error arising by accident or omission.
	1.9	If the Adjudicator's decision changes an amount notified as due, payment of the sum decided by the Adjudicator is due not later than seven days from the date of the decision or the final date for payment of the notified amount, whichever is the later.

TRAFFIC TECHNOLOGY CONTRACT (TTC)

LOT 8 (EIGHT) – CCTV OUT-STATION

Schedule 6b

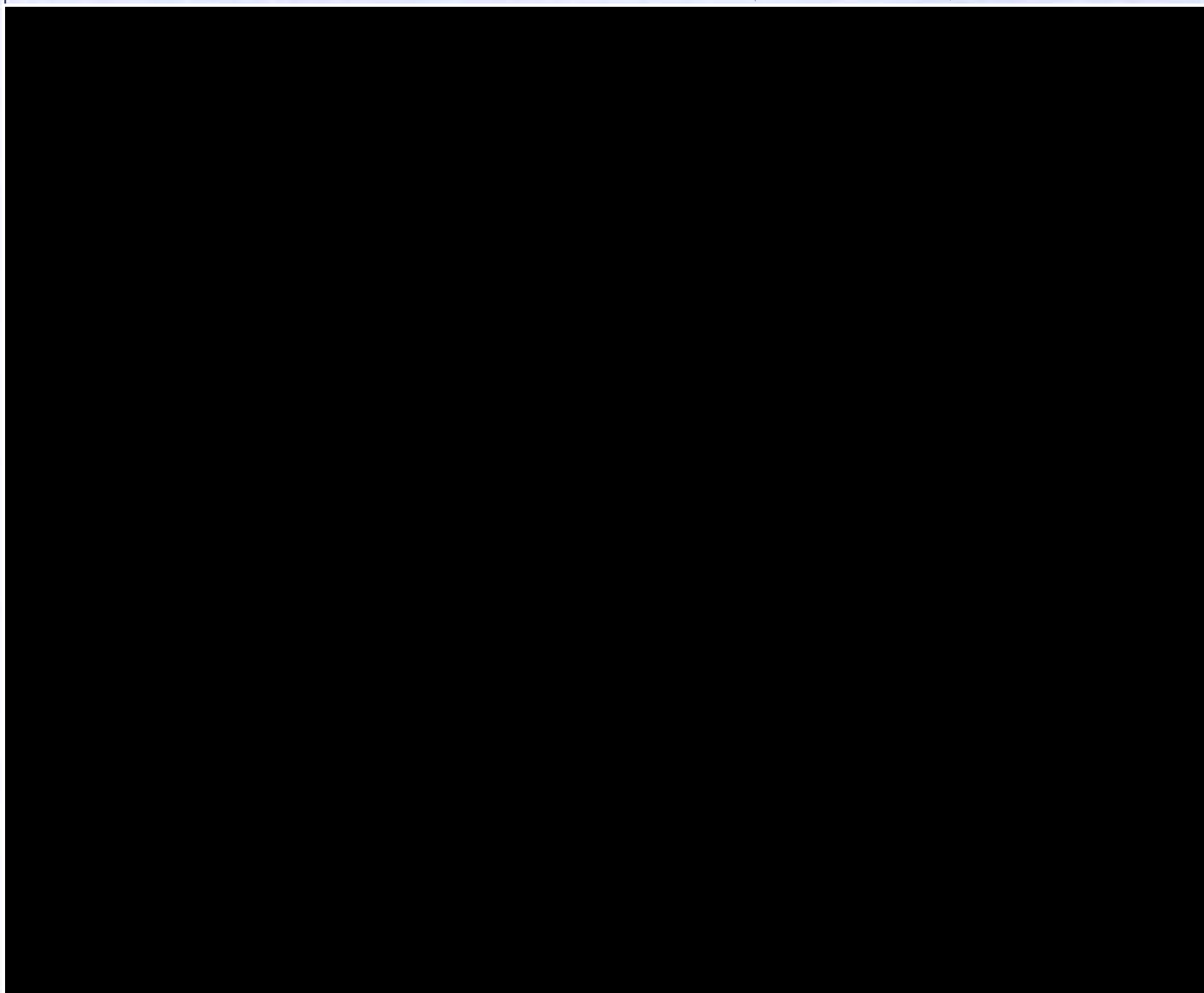
Capital Works Terms

Schedule of Capital Works Rates

Schedule 6, Part B – Schedule of Capital Works Rates

Schedule 6, Part B – Schedule of Capital Works Rates - Preamble

ADDITIONAL INFORMATION



SECTION 1, PART 1 - CCTV NON-CIVIL ENGINEERING

SoR HEADINGS	DESCRIPTION OF WORKS INCLUDED
Supply & Installation	The supply and Installation of Equipment as listed in Section 1 of the SoR, shall include but not be limited to any setup required for the Equipment to perform its function as per the requirements of the Contract. This is inclusive of any setup, FAT, LAT, SAT or any other Commissioning activities required.
Supply	The supply only of the Equipment as listed in Section 1 of the SoR as per the Authority's Works Instruction.
Supply & Delivery	The supply and delivery of the Equipment as listed in Section 1 of the SoR. Delivery shall include all costs associated with the delivery, offloading and placement of the equipment at a CCTV Out-Station Site in the agreed final location or in the case of Free Issue Equipment, the delivery offloading and storage of the Equipment at the Contractors depot as per the Works Instruction.
Modification Works	To carry out all Modification Works required to the Equipment as listed in Section 1 of the SoR to support the migration of a Site from an existing analogue camera to an IP camera as per the Authority's Works Instruction.
Supply Service	Supply the Service as listed in Section 1 of the SoR as per the Authority's Works Instruction.
Deployment	To deploy a temporary camera as per the deployment method listed in Section 1 of the SoR. This shall include any setup required for the Equipment to perform its function as per the Authority's Works Instruction. This is inclusive of any setup, LAT, SAT or any other Commissioning activities required.
Installation	The Installation of Equipment as listed in Section 1 of the SoR, this shall include but is not limited to any setup required for the Equipment to perform its function as per the Authority's Works Instruction. This is inclusive of any setup, LAT, SAT or any other Commissioning activities required.
Hour / Day Work	Rate per hour or per day to supply an engineer of the grade/type as listed in Section 1 of the SoR to perform Works as required in the Authority's Works Instruction for work that is NOT covered under in other Fixed Unit Rates.
Remove & Reinstall	Remove and re-Install of Equipment as listed in Section 1 of the SoR, this shall include but is not limited to any setup required for the Equipment to perform its function as per Authority Works Instruction. This is inclusive of any setup, LAT, SAT or any other Commissioning activities required.
Removal & Return to Storage	To remove and return to storage a temporary camera as per the deployment method listed in Section 1 of the SoR and as per the Authority's Works Instruction. This shall include all required work to make good any existing asset on which the temporary camera was deployed.

Deployment Options	Optional services associated with the deployment of a temporary camera as required as part of the Authority's Works Instruction.
Remove	<p>Removal of the Equipment as per Section 1 of SoR. Unless otherwise stated in the Authority Works Instruction the Equipment can be absorbed into the Authority's Spares. This is inclusive of any setup, LAT, SAT or any other Commissioning activities required.</p> <p><u>Please note either the PART 1 or PART 2 Remove unit rates can be charged but not both. If the Contractor is the Principal Contractor, then the PART 2 Remove unit rate will be used. If the Contractor is not the Principal Contractor then the PART 1 Remove unit rate will be used.</u></p>
Remove and Dispose	<p>Removal of the Equipment as per Section 1 of SoR. The Equipment will not be absorbed into the Authority's Spares and will be disposed of by the Contractor. This is inclusive of any setup, LAT, SAT or any other Commissioning activities required.</p> <p>Please note either the PART 1 or PART 2 Remove unit rates can be charged but not both. If the Contractor is the Principal Contractor then the PART 2 Remove unit rate will be used. If the Contractor is not the Principal Contractor then the PART 1 Remove unit rate will be used.</p>
SoR ITEM NUMBER	DESCRIPTION OF WORKS INCLUDED
1 - 37	Refer to description in the Schedule of Rates.
38	<p>Supply of Install / Removal of a primary Feeder Pillar or secondary isolation Feeder Pillar. Inclusive of civils, termination of cabling to traffic control asset, including all electrical testing and return of Electrical Test Certificates to the Authority. Inclusive of sealing.</p> <p>If removal, then this rate is inclusive of Disconnection of any Distribution Network Operator (DNO) supply.</p> <p>Exclusive of DNO connection (whether moved or new connection). If new DNO connection needed, this rate shall be in addition to item <u>39</u>. If moved DNO connection needed, this rate shall be in addition to item <u>40</u>.</p> <p>Exclusive of new earth rod. If earth rod required, this rate shall be in addition to item <u>41</u>.</p> <p>(i) type 1 – 750height (h) x 300width (w) x 170depth (d) (all mm) (ii) type 2 – 750h x 520w x 230d (all mm) (iii) type 3 – 1200h x 650w x 300d (all mm) (iv) type 4 – 1500h x 1500w x 450d (all mm)</p>

39	<p>Supply of all required Works to provide a new DNO supply to a primary Feeder Pillar. Inclusive of termination of cabling, including all electrical testing and return of Electrical Test Certificates to the Authority. Inclusive of sealing.</p> <p>Exclusive of new Feeder Pillar. If new Feeder Pillar required, this rate shall be in addition to item <u>39</u>.</p> <p>Exclusive of new earth rod. If earth rod required, this rate shall be in addition to item <u>41</u>.</p>
40	<p>Supply of all required Works to move a DNO supply to another primary Feeder Pillar within a 2 metre distance. Inclusive of termination of cabling, including all electrical testing and return of Electrical Test Certificates to the Authority. Inclusive of sealing.</p> <p>Exclusive of new Feeder Pillar. If new Feeder Pillar required, this rate shall be in addition to item <u>38</u>.</p> <p>Exclusive of new earth rod. If earth rod required, this rate shall be in addition to item <u>41</u>.</p>
41	<p>Supply of / Removal of all earth arrangements for either a primary Feeder Pillar or a secondary isolation Feeder Pillar (e.g. earth rod or earth mat). Inclusive of termination of cabling, including all electrical testing and return of Electrical test Certificates the Authority. Inclusive of sealing.</p> <p>Exclusive of new Feeder Pillar. If new Feeder Pillar required, this rate shall be in addition to item <u>38</u>.</p> <p>Exclusive of DNO connection (whether moved or new connection). If new DNO connection needed, this rate shall be in addition to item <u>39</u>. If moved DNO connection needed, this rate shall be in addition to item <u>40</u>.</p>
42	<p>Creation of and delivery of Site Layout Drawing (SLD) to a Site. Contractor responsible for site visit to collect the information required to make the SLD.</p> <p>This rate is not to be used as part of a project, where SLD creation and delivery to site is part of Commissioning rate. This rate is for a directed request to create an SLD and deliver to site.</p>
43 to 58	<p>Refer to description in the Schedule of Rates.</p>

SECTION 1, PART 2 – CCTV CIVIL ENGINEERING

SoR HEADINGS	DESCRIPTION OF WORKS INCLUDED
Supply & Install/ Install only	<p>The supply and Installation or Installation only of Equipment/ goods as listed in Section 1 of the SoR.</p> <p><u>Please note civil engineering items to facilitate the supply and Installation of PART 1 item shall be charged using the corresponding PART 2 unit rates</u></p>
Remove/ Demolish & Re-Install/ Re-Lay/ Re-build	<p>Remove, demolish and re-Install/ re-lay / re-build of equipment / goods as listed in Section 1 of the SoR.</p> <p><u>Please note civil engineering items to facilitate the supply and Installation of PART 1 item shall be charged using the corresponding PART 2 unit rates</u></p>
Remove/ Break Out & Dispose of	<p>Removal / break out and disposal of the Equipment / goods as listed in Section 1 of the SoR. Unless otherwise stated in the Authority Works Instruction the Equipment / goods can be absorbed into Authority Spares / used for other Works .</p> <p><u>Please note either the PART 1 or PART 2 Remove unit rates can be charged but not both. If the Contractor is the Principal Contractor then the PART 2 Remove unit rate will be used. If the Contractor is not the Principal Contractor then the PART 1 Remove unit rate will be used.</u></p>
SoR ITEM NUMBERS	DESCRIPTION OF WORKS INCLUDED
59 - 62	<p>Service duct in footway, verge or central reserve</p> <p>The quantity of service ducts in footway, verge or central reserve is the summation of the individual lengths required by the Works Information along the centre lines of the pipes between the internal faces of chambers;</p> <p>The rates and prices for service duct in footway, verge or central reserve include for, but not limited to:</p> <ul style="list-style-type: none"> (a) excavation in any material (b) disposal of any material (c) access shafts to headings and their subsequent reinstatement; (d) thrust pits and thrust blocks for pipe jacking and their removal on completion; (e) articulated pipes and fittings; (f) cutting, laying, jointing and bedding; (g) building in pipes to headwalls and outfall works; (h) hangers, stools and discrete supports; (i) bedding, haunching and surrounding; (j) formwork (k) backfilling and compaction;

	<ul style="list-style-type: none"> (l) confined space working; (m) movement joints to beds, surrounds and the like; (n) reinstatement and line marking to existing; (o) checking and cleaning; (p) recording, staking and labelling; (q) fixing draw ropes, removable stoppers, marker blocks and posts; (r) pipe schedules; (s) lubricants, packing, grouting and caulking; (t) surveys and recordings; (u) protective system;
63 - 64	<p>Renovation of existing duct in footway, verge or central reserve</p> <p>The quantity of renovation of existing duct in footway, verge or central reserve is the summation of the individual lengths required by the Works Information along the centre lines of the pipes;</p> <p>The rates and prices for renovation of existing duct in footway, verge or central reserve include for, but not limited to</p> <ul style="list-style-type: none"> (a) excavation of any material; (b) reinstatement; (c) disposal of material; (d) locating defective sections of duct; (e) cutting out defective section of duct; (f) replacing defective section of duct and jointing; (g) bedding and surround; (h) backfilling;
65 - 66	<p>Connections to existing chamber or draw pit (any construction)</p> <p>Connections to existing chamber or draw pits are the number required by the Works Information. Connections are only separately included in the Works Information for connections to existing chambers.</p> <p>The rates and prices for connections to existing chamber or draw pits include for, but not limited to</p> <ul style="list-style-type: none"> (a) excavation in any material; (b) disposal of any material; (c) locating and making entry; (d) backfilling and compaction; (e) confined space working; (f) making entry into chambers, concrete benching and channels, and making good the benching, channels and walls; (g) locating severed ends; (h) pipes, fittings and saddles; (i) bedding, haunching and surrounding, and filter material;

	<ul style="list-style-type: none"> (j) formwork; (k) sealing off disused ends; (l) re-laying existing pipes disturbed.
67 - 69	<p>Draw pit chambers in footway, verge or central reserve</p> <p>The quantity is of the complete draw pit required by the Works Information</p> <p>The rates and prices for draw pits include for, but not limited to</p> <ul style="list-style-type: none"> (a) excavation in any material; (b) disposal of any material; (c) locating existing ducts; (d) breaking into existing ducts; (e) connecting and re-connecting existing ducts; (f) construction of bases, walls, roof and cover slabs and shafts, surrounds and corbelling for cover; (g) channels, fittings, benching's, building in pipes and fin drain connections; (h) cleaning; (i) steps, safety chains, ladders, handholds and the like; (j) lifting keys; (k) concrete; (l) formwork; (m) reinforcement; (n) backfilling and compaction; (o) installing modular parts; (p) filling; (q) notices; (r) sealants; (s) brickwork; (t) re-laying existing pipes disturbed; (u) pipework and fittings; (v) reinstatement and line marking to existing.
70 - 71	<p>Renovation of existing draw pits</p> <p>The quantity of renovation of draw pits in the number required by the Works Information</p> <p>The rates and prices for renovation of draw pits include for, but not limited to:</p> <ul style="list-style-type: none"> (a) excavation of any material; (b) reinstatement; (c) disposal of material; (d) locating defective sections of draw pits; (e) jointing, re-pointing, trimming, filling, clearing, cleaning;

	<ul style="list-style-type: none"> (f) replacing defective sections of draw pits; (g) bedding and surround; (h) backfilling;
72 - 83	<p>Supply and install new covers and frames</p> <p>The quantity of covers and frames is for the complete installation of cover and frame.</p> <p>The rates and prices for covers and frames include for but not limited to</p> <ul style="list-style-type: none"> (a) cleaning and repairing surfaces in preparation for new bedding; (b) new cover, grating and frame of required class; (c) slabs, surrounds, aprons, seatings, liners and bedding; (d) loading, transporting and handling; (e) unloading and positioning for installation; (f) replacing things damaged during the foregoing operations; (g) infill to recessed covers to match adjacent surfaces.
84 - 92	<p>Remove and dispose of or remove and re-install</p> <p>The quantity of remove and dispose of or remove and re-install is the amount required by the Works Information</p> <p>The rates and prices for remove and dispose of or remove and re-install include for but not limited to</p> <ul style="list-style-type: none"> (a) excavation of any materials; (b) treatment of hazardous materials; (c) multiple handling of materials; (d) de-tensioning, dismantling, and extracting posts; (e) cleaning, stacking, protecting, and labelling; (f) transport and handling; (g) disconnecting, removing, disposing of, and sealing of services and supplies; (h) sand and warning tape to cables where one or more are to remain in a shared trench; (i) backfilling and compaction; (j) making good to severed ends of existing walls, hedges, and fencing; (k) disposal of any material; (l) reinstatement and making good; (m) storage facilities; (n) replacing rates and prices damaged during the foregoing operations; (o) credit value of materials.
93 - 104	<p>Install</p> <p>The quantity of install new is the number required by the Works Information</p> <p>The rates and prices for install new includes for but not limited to:</p> <ul style="list-style-type: none"> (a) design;

	<ul style="list-style-type: none"> (b) certificates; (c) provision of data and drawings; (d) resubmissions and modifications; (e) amendments to the items to be installed; (f) obtaining aesthetic approval; (g) excavation in any material; (h) fixing to structures and foundations, including attachment systems; (i) notices, recording and preparation and supply of record drawings; (j) rivets, nuts, bolts, shims, washers, welds, clamps and the like; (k) blinding concrete and paving slab; (l) in situ concrete; (m) formwork; (n) reinforcement; (o) drilling or forming holes and pockets in structures or foundations, and casting in bolts, sockets, base plates and anchorage assemblies; (p) bedding, grouting and filling; (q) backfilling and compaction; (r) protective system; (s) marking and lettering; (t) electrical equipment, wiring and making connections, excluding supply and control cabling; (u) disposal of material; (v) reinstatement of surfaces; (w) plugging cable entry slots; (x) doors, locks and keys; (y) ducts in bases; (z) conduit including screwed and threaded connections, bends, tees and the like and draw wires; (aa) threading cable through ducts, sleeves, conduit and the like; (bb) backboards, fixings, protective caps, sealing, grommets, spacers, mounting plates and strips; (cc) complying with wiring regulations and earthing (other than earth electrodes); (dd) protective treatment
105 - 114	<p>Footway works</p> <p>The quantity of footway works is the length or area required by the Works Information</p> <p>The rates and prices for footway works include for but not limited to:</p> <ul style="list-style-type: none"> (a) trial mixes; (b) making good after sampling and testing; (c) excavation of any material;

- (d) for kerbs, reinstatement of surfaces;
- (f) disposal of any material;
- (g) concrete;
- (h) formwork;
- (i) reinforcement;
- (j) mixing materials and extruding kerbs;
- (k) bedding, bonding, jointing, including movement joints, filling and sealing of joints;
- (l) keying of surfaces and tack coats;
- (m) surface finishing, curing and protecting;
- (n) gratings, frames, bedding and seatings;
- (o) tie bars;
- (p) drainage holes or pipes through concrete;
- (q) quadrants, dropper kerbs and other special kerb units;
- (r) edge support;
- (s) preservation of timber;
- (t) cutting;
- (u) drainage layer;
- (v) additional pavement material below channels;
- (w) backfilling and compaction;
- (x) special units and fittings;
- (y) connections to chambers;
- (z) sub-base;
- (aa) edge support;
- (bb) void formers;
- (cc) reinforcement;
- (dd) joint filler and sealant;
- (ee) trial mixes;
- (ff) laying to levels and falls;
- (gg) bedding, jointing and pointing;
- (hh) straight, circular and radial cutting and fitting;
- (ii) rough and fair cutting and fitting;
- (jj) base, lower base, upper base, binder course, surface course and concrete slab;
- (kk) compacting;
- (ll) membrane;

ANNEX A to Part B - SCHEDULE OF CAPITAL WORKS RATES

1. Section 1 - Capital Schedule of Rates

Part 1 - Non-Civils CCTV

TTC Capital CCTV Schedule of Rates: Lot 8			Lot 8 - Y/E 31/03/2023		
Item		Unit	Supply & Delivery		
PART 1 - Non-Civil Engineering CCTV (Indexation used for all cost components below shall be CPI)					
CCTV Fixed Poles					
1	6m Fixed Pole, Painted Black	Per Pole			
2	8m Fixed Pole, Painted Black	Per Pole			
CCTV Lowering Trolley Head Poles					
3	6m Lowering Trolley Head Pole, Painted Black (including Drop Down or Rotating Arm and pre-installation of cable for the internal cable management system)	Per Pole			
4	8m Lowering Trolley Head Pole, Painted Black (including Drop Down or Rotating Arm and pre-installation of cable for the internal cable management system)	Per Pole			
5	10m Lowering Trolley Head Pole, Painted Black (including Drop Down or Rotating Arm and pre-installation of cable for the internal cable management system)	Per Pole			
6	12m Lowering Trolley Head Pole, Painted Black (including Drop Down or Rotating Arm and pre-installation of cable for the internal cable management system)	Per Pole			
7	15m Lowering Trolley Head Pole, Painted Black (including Drop Down or Rotating Arm and pre-installation of cable for the internal cable management system)	Per Pole			
CCTV Roadside Cabinet					
10	CCTV Cabinet as per Specification, Painted Black	Per Item			
11	CCTV Cabinet outer case (base cabinet only) Painted Black	Per Item			
CCTV Camera Power Supply Unit (PSU)					
Item	Description	Unit	Supply & Installation	Remove & Re-Install	Remove
12	CCTV Camera PSU #1 - PTZ Dome Camera	Per Item			
13	CCTV Camera PSU #2 - Integrated PTZ Camera	Per Item			
CCTV Cabling					

14	Supply and Install cabling, between the Camera at the top of the column and the Roadside Cabinet, including all necessary cable trunking, cable trays, connectors, cable glands, cable ties, labels and accessories, termination, testing and certification (including electrical test certificates)	Per Metre			
15	Supply and Install cabling, between the Electricity Supply Feeder Pillar and the Roadside Cabinet, including all necessary cable trunking, cable trays, connectors, cable glands, cable ties, labels and accessories, termination, testing and certification (including electrical test certificates)	Per Metre			
16	Supply and Install cabling, within the Roadside cabinet not covered by items 12 & 13, including all necessary cable trunking, cable trays, connectors, cable glands, cable ties, labels and accessories, termination, testing and certification (including electrical test certificates)	Per Item			
CCTV Camera					
Item	Description	Unit	Supply & Installation	Remove & Re-Install	Remove
17	CCTV IP Camera #1 - IP PTZ Dome Camera with 1/2.8" Sensor and minimum 18x Optical Zoom	Per Item			
18	CCTV IP Camera #2 - IP PTZ Dome Camera with 1/2.8" and minimum 30x Optical Zoom	Per Item			
19	CCTV IP Camera #3 - IP Integrated PTZ Camera with 1/2.8" and minimum 30x Optical Zoom	Per Item			
20	CCTV IP Camera #4 - IP Integrated PTZ Camera with 1/1.9" and minimum 30x Optical Zoom	Per Item			
21	CCTV IP Camera #5 - IP Integrated PTZ Camera with 1/1.9" and minimum 40x Optical Zoom	Per Item			
Item	Description	Unit	Supply		
22	Rapid Deployment Camera	Per Item			
23	Flexible Deployment Camera	Per Item			
CCTV Modernisation Preparation Works					
Item	Description	Unit	Modification Works		
24	Modification of an existing roadside cabinet to support the migration of the Site from an analogue camera to an IP camera (as listed above), including but not limited to the removal of the encoder and PSUs, supply new backboard, cable, cable containment and power modifications and update of the documentation. (Note, new IP Camera PSU to be supplied as per the applicable rates in Items 10 - 11 above)	Per Item			
25	Modification of an existing fixed pole to support the migration of the Site from an existing analogue camera to an IP camera (as listed above) including but not limited to the removal of existing analogue cabling ready for installation of a new camera cable. (Note, IP Camera and new cabling to be supplied and installed as per the applicable rates in Item 12 above)	Per Item			

26	Modification of an existing trolley head pole to support the migration of the Site from an existing analogue camera to an IP camera (as listed above) including but not limited to the removal of existing analogue cabling, removal of the existing internal analogue cable in the trolley head cable management system and supply and install a new IP cable in the trolley head cable management system ready for connection to a new camera cable. (Note, IP Camera and cabling to the new cable management cable connection in the trolley head to be supplied and installed as per the applicable rates in Item 12 above)			Per Item			
CCTV OIF (Operator Interface)							
Item	Description			Unit	Supply & Installation	Remove & Re-Install	Remove
27	Install, Configure and Commission a free issued 'STANDARD' CCTV Operator Interface (OIF) with 1 monitor			Per Item			
28	Install, Configure and Commission a free issued 'EXTENDED' CCTV Operator Interface (OIF) with 2 or 4 monitors			Per Item			
29	Install a free issued CCTV Operator Interface Monitor			Per Item			
30	Supply, Install and Commission a Keyboard and Mouse Command and Control Switch			Per Item			
CCTV RVC (Remote Video Client)							
31	Install, Configure and Commission a free issued Remote Video Client Decoder PC and video converters			Per Item			
32	Supply, Install, Configure and Commission a Remote Video Client Encoder (including data connection)			Per Item			
Miscellaneous							
Item	Description			Unit	Supply & Delivery		
33	Supply and Delivery: 1.0m straight outreach arm on a Fixed Pole, Painted Black			Per Item			
34	Supply and Delivery: 1.50m straight outreach arm on a Fixed Pole, Painted Black			Per Item			
35	Supply and Delivery: 2.0m straight outreach arm on a Fixed Pole, Painted Black			Per Item			
36	Supply and Delivery: swan neck outreach arm on a Trolley Head Pole, Painted Black			Per Item			
Item	Description			Unit	Supply Service		
37	Paint Fixed CCTV Pole with "anti fly-posting" paint up to a height of 3m above ground			Per Item			
38	Paint Roadside Cabinet with "anti fly-posting" paint			Per Item			
39	Supply of a mobile CCTV survey vehicle and driver/operator with camera pole extendable to a minimum of 10m	i	half day	Per Item			
		ii	full day	Per Item			

Item	Description	Unit	Supply & Installation	Remove & Re-Install	Remove
ESP Related					
40	Primary feeder pillar/ secondary isolation feeder pillar. Inclusive of termination of cabling, including all electrical testing and return of electrical test certificates to the Authority. Inclusive of sealing and any associated civils. To be used in conjunction with items 39 - 41 where necessary.	i Type 1 - 750mm (h) x 300mm (w) x 170mm (d)	Per Unit		
		ii Type 2 - 750mm (h) x 520mm (w) x 230mm (d)	Per Unit		
		iii Type 3 - 1200mm (h) x 650mm (w) x 300mm (d)	Per Unit		
		iv Type 4 - 1500mm (h) x 1500mm (w) x 450mm (d)	Per Unit		
41	New DNO supply to a primary feeder pillar	Per Site			
42	Transfer of a DNO supply to another primary feeder pillar within 2m	Per Site			
43	Earth arrangements for a primary feeder pillar/ secondary isolation feeder pillar (e.g. earth rod/ earth mat)	Per Site			
SLD (when not part of a project)					
44	Creation of and delivery of SLD to a site (not to be used as part of a project where SLD creation and delivery to site is part of the commissioning rate). This rate is for a directed request to create an SLD and deliver to site.	Per Site			
TTC CCTV Lot 8 - Additional Maintenance Work Rates (for items not covered by Capital Works Rates)					
Pre-Purchase and Storage of Cabinets ready for Installation under a Works Order					
CCTV Roadside Cabinet					
Item	Description	Unit	Supply & Delivery	Installation	
45	CCTV 19" swing frame Cabinet for direct replacement of current on street cabinet (or equivalent)	Per unit			
46	CCTV shallow depth Cabinet for direct replacement of current on street shallow depth cabinet (or equivalent)	Per unit			
Temporary Cameras					
Flexible Deployment Camera (FDC)					
Item	Description	Unit	Deployment	Removal & Return to Storage	Deployment Options
47	Flexible Deployment Camera (FDC) - Lamp Column mounted deployment (FDC powered via either a Nema Power-Tap Adapter or an existing pole mounted 16 Amp Commando Socket)	Per unit			

48	Installation of 16amp Commando Socket on existing Lamp Column for an FDC including issue of Electrical Installation Certificate on installation and make good pole on removal	Per unit			
49	Flexible Deployment Camera (FDC) - Deployment using concrete block column mounted (Power from existing cabinet)	Per unit			
50	Flexible Deployment Camera (FDC) - deployed on a hired trailer mounted telescopic pole with methanol power cell	Per unit			
51	Flexible Deployment Camera (FDC) - deployed on a traffic signal pole (power from signals)	Per unit			
52	Supply a Power-Tap Adapter and Commando Socket to allow an FDC to be powered from a standard 230VAC lamp column photocell Nema socket	Per unit			
53	Supply Concrete Block and 6m Pole for FDC Deployment (including storage for the duration of the Contract)	Per unit			
54	Hire of self sufficient towable trailer with telescopic CCTV camera pole, methanol power cell and anti theft measures. Suitable for mounting and powering an FDC for a minimum of 5 days without refuelling	Per day			
55	Supply of an FDC traffic signal pole mounting assembly (using a standard signal head mounting bracket) for deployment of an FDC on a traffic signal pole as per the FDC Specification	Per unit			
56	Carry out a Site Survey to determine a suitable location and deployment method for a proposed FDC deployment (As requested by the Authority where deployment details have not been predetermined by the Authority for an FDC deployment)	Per site			

Units Rates for Works NOT covered in any of the CCTV Rates above					
Item	Description	Unit	Unit Rate		
63	Rate for Maintenance Engineer for modification work	Per hour			
64	Rate for Maintenance Engineer for modification work	Per day			
65	Rate for an Electrical Engineer for electrical modification work	Per hour			
66	Rate for an Electrical Engineer for electrical modification work	Per day			

Declared overhead and profit in above items (%)		
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Part 2 - Civils CCTV Outstation

TTC Capital CCTV Schedule of Rates: Lot 8						Lot 8 - Y/E 31/03/2023			
Item	Description			Unit		Supply & Installation	Remove & Re-Install	Remove & Dispose of	
PART 2 - Civil Engineering CCTV (Indexation used for all cost components below shall be BCIS)									
Ducting									
Service Duct in footway, verge or central reserve									
100mm UPVC / Polyethylene									
67	1 way 100mm upvc/polyethylene service duct in trench depth to invert not exceeding 2 metres with a minimum cover of 600mm (Refer to specification for duct colour requirement)	i	<10m	Per m					
		ii	10-50m	Per m					
		iii	>50m	Per m					
68	2 way 100mm upvc/polyethylene service duct in trench depth to invert not exceeding 2 metres with a minimum cover of 600mm (Refer to specification for duct colour requirement)	i	<10m	Per m					
		ii	10-50m	Per m					
		iii	>50m	Per m					
69	1 way 50mm upvc/polyethylene service duct in trench depth to invert not exceeding 2 metres with a minimum cover of 600mm (Refer to specification for duct colour requirement)	i	<10m	Per m					
		ii	10-50m	Per m					
		iii	>50m	Per m					
70	2 way 50mm upvc/polyethylene service duct in trench depth to invert not exceeding 2 metres with a minimum cover of 600mm (Refer to specification for duct colour requirement)	i	<10m	Per m					
		ii	10-50m	Per m					
		iii	>50m	Per m					
Renovation work to existing ducts in F/way or Verge (Repairing blocked ducts).									
71	50mm duct for repair in excavation			Per m					
72	100mm duct for repair in excavation			Per m					
Connections to existing chamber or drawpit									
73		i	1	No.					

	Connection of 50 mm internal diameter pipe or duct, depth to invert not exceeding 2 metres	ii	2 - 10	No.			
		iii	> 10	No.			
74	Connection of 100 mm internal diameter pipe or duct, depth to invert not exceeding 2 metres	i	1	No.			
		ii	2 - 10	No.			
		iii	> 10	No.			
Draw Pits							
Draw pit chambers in footway, verge or central reserve							
Brick built							
75	450 x 450 mm brick built drawpit chamber in footway depth not exceeding 1.0m	i	1	No.			
		ii	2 - 10	No.			
		iii	> 10	No.			
Modular thermoplastic							
76	300 x 300 mm modular twin walled thermoplastic drawpit chamber in footway depth not exceeding 0.5m	i	1	No.			
		ii	2 - 10	No.			
		iii	> 10	No.			
77	450 x 450 mm modular twin walled thermoplastic drawpit chamber in footway depth not exceeding 1.0m	i	1	No.			
		ii	2 - 10	No.			
		iii	> 10	No.			
Renovation of existing draw pits							
78	300 x 300 mm drawpit	i	1	No.			
		ii	2 - 10	No.			
		iii	> 10	No.			
79	450 x 450 mm drawpit	i	1	No.			
		ii	2 - 10	No.			
		iii	> 10	No.			
Supply and install new covers and frames							
Class B125							
Solid top cover							
80		i	1	No.			

	Class B125 single seal solid top cover and frame to suit clear opening 300mm x 300mm	ii	2 - 10	No.				
		iii	> 10	No.				
81	Class B125 single seal solid top cover and frame to suit clear opening 450mm x 450mm	i	1	No.				
		ii	2 - 10	No.				
		iii	> 10	No.				
Recessed top cover								
82	Class B125 single seal recessed top cover and frame to suit clear opening 300mm x 300mm	i	1	No.				
		ii	2 - 10	No.				
		iii	> 10	No.				
83	Class B125 single seal recessed top cover and frame to suit clear opening 450mm x 450mm	i	1	No.				
		ii	2 - 10	No.				
		iii	> 10	No.				
Class C250								
Solid top cover								
84	Class C250 single seal solid top cover and frame to suit clear opening 300mm x 300mm	i	1	No.				
		ii	2 - 10	No.				
		iii	> 10	No.				
85	Class C250 single seal solid top cover and frame to suit clear opening 450mm x 450mm	i	1	No.				
		ii	2 - 10	No.				
		iii	> 10	No.				
Recessed top cover								
86	Class C250 single seal recessed top cover and frame to suit clear opening 300mm x 300mm	i	1	No.				
		ii	2 - 10	No.				
		iii	> 10	No.				
87	Class C250 single seal recessed top cover and frame to suit clear opening 450mm x 450mm	i	1	No.				
		ii	2 - 10	No.				
		iii	> 10	No.				
Class D400								

88	Class D400 non-rock double triangular cover and frame to suit clear opening 300mm x 300mm	i	1	No.			
		ii	2 - 10	No.			
		iii	> 10	No.			
89	Class D400 non-rock double triangular cover and frame to suit clear opening 450mm x 450mm	i	1	No.			
		ii	2 - 10	No.			
		iii	> 10	No.			

Class E600

90	Class E600 non-rock double triangular cover and frame to suit clear opening 300mm x 300mm	i	1	No.			
		ii	2 - 10	No.			
		iii	> 10	No.			
91	Class E600 non-rock double triangular cover and frame to suit clear opening 450mm x 450mm	i	1	No.			
		ii	2 - 10	No.			
		iii	> 10	No.			

Remove and dispose of - Only use when Contractor is the principal contractor and when below rates are used remove rates in Non - Civil section are not applicable

Item	Description	Unit			Remove & Dispose of
92	Remove and dispose of any chamber cover and frame	i	1	No.	
		ii	2 - 10	No.	
		iii	> 10	No.	
93	Remove and dispose of CCTV column up to 8m in height directly in ground	No.			
94	Remove and dispose of CCTV column 9m to 15m in height directly in ground	No.			
95	Remove and dispose of CCTV roadside cabinet directly in ground	No.			

Remove and re-install - Only covers civil element of requirement and can be used in conjunction with non - civil items where applicable

Item	Description	Unit		Remove & Re-Install
97	Remove and re-install any chamber cover and frame	i	1	No.
		ii	2 - 10	No.

		iii	> 10	No.			
98	Remove and re-install CCTV column up to 8m in height directly in ground			No.			
99	Remove and re-install CCTV column 9m to 15m in height directly in ground			No.			
100	Remove and re-install CCTV roadside cabinet directly in ground			No.			
101	Remove and re-install Electricity Supply Pillar directly in ground			No.			
Install - Only covers civil element of requirement and can be used in conjunction with non - civil items where applicable							
Item	Description			Unit	Installation		
CCTV Fixed Pole							
102	Install only 6m Fixed Pole, Painted Black			No.			
103	Install only 8m Fixed Pole, Painted Black			No.			
CCTV Lowering Trolley Head Poles							
104	Install only 6m Lowering Trolley Head Pole, Painted Black			No.			
105	Install only 8m Lowering Trolley Head Pole, Painted Black			No.			
106	Install only 10m Lowering Trolley Head Pole, Painted Black			No.			
107	Install only 12m Lowering Trolley Head Pole, Painted Black			No.			
108	Install only 15m Lowering Trolley Head Pole, Painted Black			No.			
CCTV Roadside Cabinet							
111	Install only CCTV Roadside Cabinet			Per Item			
Miscellaneous							
112	Install only 1.0m straight outreach arm on a Fixed Pole, Painted Black			Per Item			
113	Install only 1.5m straight outreach arm on a Fixed Pole, Painted Black			Per Item			
114	Install only 2.0m straight outreach arm on a Fixed Pole, Painted Black			Per Item			
115	Install only swan neck outreach arm on a Trolley Head Pole, Painted Black			Per Item			
Footway works							
Kerbs							
Supply & Install							
Item	Description			Unit	Supply & Installation	Remove & Re-Install	Remove/ Break Out & Dispose Of

116	Supply and install pre-cast concrete kerb, any type	i	1	m			
		ii	2 - 10	m			
		iii	> 10	m			
117	Supply and install natural stone kerb, any type	i	1	m			
		ii	2 - 10	m			
		iii	> 10	m			
Remove & Re-Lay							
118	Remove & re-lay kerb, any type	i	1	m			
		ii	2 - 10	m			
		iii	> 10	m			
Remove & Dispose of							
119	Remove & dispose of kerb, any type	i	1	m			
		ii	2 - 10	m			
		iii	> 10	m			
Paving (including tactile)/ Asphalt/ Concrete							
Supply & Install							
120	Supply and install natural stone paving any type, any type	i	1	m ²			
		ii	2 - 10	m ²			
		iii	> 10	m ²			
121	Supply and install asphalt paving up to 100mm thick	i	1	m ²			
		ii	2 - 10	m ²			
		iii	> 10	m ²			
122	Supply and install pre-cast concrete paving, any type	i	1	m ²			
		ii	2 - 10	m ²			
		iii	> 10	m ²			
Remove/ Break Out & dispose of							
123	Remove & dispose paving slabs, any type	i	1	m ²			
		ii	2 - 10	m ²			
		iii	> 10	m ²			

123a	Remove & re-lay paving, any type	i	1	m				
		ii	2 - 10	m				
		iii	> 10	m				
124	Break out existing asphalt or concrete footway up to 100mm thick	i	1	m ²				
		ii	2 - 10	m ²				
		iii	> 10	m ²				

Declared overhead and profit in above items (%)								
---	--	--	--	--	--	--	--	--

Part 3 - Capital Works Scheme Price Uplift (as per Schedule 3, Part 1)

Scheme Request Type	% Uplift on Real prices
Scheme Request A (Base)	
Scheme Request B	

2. Section 2 - Contract Data B

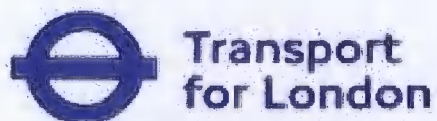
Daily rates for defined Costs of design working outside contract area .

Lot 8 (People)	Price per Day
Contractors CCTV Senior Engineer	
Contractors CCTV Engineer	
Contractors CCTV Installer (qualified)	
Contractors Senior Project Manager	
Contractors Project Manager	
Contractors Contract Director	
Contractors Bid Manager / Lead	
Contractors Estimating Manager / Lead	
Contractors Mobilisation Manager	
Contractors Capital Works Project Manager	
Contractors Civil Engineering Manager	
Contractors Civil Engineer	
Contractors Lead Maintenance Manager	
Contractors Commercial Manager	
Contractors Senior Design Manager	
Contractors Design Manager	
Contractors Risk Manager	
Contractors Health and Safety and Environment Mgr	
Contractors Planning (Scheduling) Manager	
Contractors Quality Manager	
Contractors BIM Manager	
Contractors Site Supervisor	
Contractors Chief Engineer	
Contractors Commissioning Manager	
Contractors Electrical Engineer	
Contractors HR Manager	
Contractors Stores and Logistics Manager	

Lot 8 (Plant and Equipment)	Price per Day
Mobile access platform - Cherry Picker - 6 meter reach	
Mobile access platform - Scissor lift with flat platform, 3 meter reach	
Hydraulic Road breaker and power pack	
Air Compressor (150 litre)	
Air Compressor (90 litre)	
110v Petrol Generator	
1 kVA Generator	
3 kVA Generator	
Underground cable avoidance locator	
7.5 Tonne flatbed truck	
7.5 Tonne flatbed + HIAB / Crane vehicle	
Mechanical Post Hole Digger	
Vibrating wacker plate compactor	
Mechanical trench earth rammer / tamper	
Crew van Traffic Management Signage	
Crew van barriers	
Crew van hand tools	
Crew van welfare unit	
Steps / Ladders 3 meter reach	
Mini Digger / Excavator - tracked	
Mini Digger / Excavator - wheeled	
For any items of Plant and Equipment not listed above, the following published list of Equipment shall be used: Civil Engineering Contractors Association	
Percentage Adjustment (positive or negative) for Equipment:	

3. Section 3 - Fee Percentage

Fee (%)		
Lot 8		



TRAFFIC TECHNOLOGY CONTRACT

CCTV Out Station (Lot 8)

Schedule 6

PART C

Schedule of Cost Components

SCHEDULE OF COST COMPONENTS

An amount is included

- only in one cost component and
- only if it is incurred in order to Provide the Works.

If such component is partially incurred in relation to the other matters or is a head office or overhead the cost of such amount is not included.

People	1	<p>The following components of</p> <ul style="list-style-type: none"> ▪ the cost of people who are directly employed by the <i>Contractor</i> and whose normal place of working is within the <i>site</i> and ▪ the cost of people who are directly employed by the <i>Contractor</i> and whose normal place of working is not within the <i>site</i> but who are working in the <i>site</i>, proportionate to the time they spend working in the <i>site</i>. <p>11 Wages, salaries and amounts paid by the <i>Contractor</i> for people paid according to the time worked on the contract.</p> <p>12 Payments related to work on the contract and made to people for</p> <ul style="list-style-type: none"> (a) bonuses and incentives (b) overtime (c) working in special circumstances (d) special allowances (e) absence due to sickness and holidays (f) severance. <p>13 Payments made in relation to people in accordance with their employment contract for</p> <ul style="list-style-type: none"> (a) travel (b) subsistence and lodging (c) relocation (d) medical examinations (e) passports and visas (f) travel insurance (g) items (a) to (f) for dependants (h) protective clothing (i) contributions, levies or taxes imposed by law (j) pensions and life assurance (k) death benefit (l) occupational accident benefits (m) medical aid and health insurance (n) a vehicle (o) safety training (p) small mechanical and/or hand tools. <p>14 The following components of the cost of people who are not directly employed by the <i>Contractor</i> but are paid for by the <i>Contractor</i> according to the time worked while they are within the <i>site</i>.</p> <p>Amounts paid by the <i>Contractor</i>.</p>
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NEC Equipment	2	The following components of the cost of NEC Equipment which is used within the <i>site</i> .
----------------------	----------	--

	21	Amounts for NEC Equipment which is neither in the Price List or the Schedule of Capital Works Rates, at competitively tendered or open market rates, multiplied by the time for which the NEC Equipment is required.
	22	Unless included in the hire or rental rates, payments for the purchase price of NEC Equipment which is consumed.
	23	Unless included in the hire or rental rates, payments for <ul style="list-style-type: none"> • transporting NEC Equipment to and from the <i>site</i> other than for repair and maintenance, • erecting and dismantling NEC Equipment and • constructing, fabricating or modifying NEC Equipment as a result of a compensation event.
	24	Unless included in the hire rates, the cost of operatives is included in the cost of people.
Plant and Materials	3	The following components of the cost of Plant and Materials.
	31	Payments for <ul style="list-style-type: none"> • purchasing Plant and Materials, • delivery to and removal from the <i>site</i>, • providing and removing packaging and • samples and tests.
	32	Cost is credited with payments received for disposal of Plant and Materials unless the cost is disallowed.
Subcontractor	4	The following components of the cost of Subcontractors.
	41	Payments to Subcontractors for work which is subcontracted without taking into account any amounts paid to or retained from the Subcontractor by the <i>Contractor</i> , which would result in the <i>Client</i> paying or retaining the amount twice.
Charges	5	The following components of the cost of charges paid or received by the <i>Contractor</i> .
	51	Payments made and received by the <i>Contractor</i> for the removal from <i>site</i> and disposal or sale of materials from excavation and demolition.
Manufacture and fabrication	6	The following components of the cost of manufacture and fabrication of Plant and Materials by the <i>Contractor</i> which are <ul style="list-style-type: none"> • wholly or partly designed specifically for the <i>works</i> and • manufactured or fabricated outside the <i>site</i>.
	61	Payments at open market competitively tendered rates for purchase of materials used to manufacture and fabricate the Plant and Materials.
	62	Payments for <ul style="list-style-type: none"> • delivery to and removal from the <i>site</i>, • providing packaging and • tests.
	63	The following components of the cost of people who are directly employed by the <i>Contractor</i>

Wages, salaries and amounts paid by the *Contractor* for people paid according to the time worked on the manufacture and fabrication of the Plant and Materials.

Payments related to work on the manufacture and fabrication of the Plant and Materials and made to people for

- (a) bonuses and incentives
- (b) overtime
- (c) working in special circumstances
- (d) special allowances

Payments made in relation to people working on the manufacture and fabrication of the Plant and Materials solely in relation to the *works* (and for no other reason) in accordance with their employment contract for

- (a) travel
- (b) subsistence and lodging
- (c) medical examinations

Design

7 The following components of the cost of design of the *works* and NEC Equipment done outside the *site*.

71 The following components of the cost of people who are directly employed by the *Contractor*

Wages, salaries and amounts paid by the *Contractor* for people paid according to the time worked on the design of the *works* and NEC Equipment.

Payments related to work on the design of the *works* and NEC Equipment and made to people for

- (a) bonuses and incentives
- (b) overtime
- (c) working in special circumstances
- (d) special allowances
- (e) absence due to sickness and holidays
- (f) severance.

Payments made in relation to people working on the design of the *works* and NEC Equipment solely in relation to the *works* (and for no other reason) in accordance with their employment contract for

- (a) travel
- (b) subsistence and lodging
- (c) medical examinations

Insurance

8 The following are deducted from cost

- the cost of events for which the contract requires the *Contractor* to insure and
- other costs paid to the *Contractor* by insurers.

TRAFFIC TECHNOLOGY CONTRACT (TTC)

LOT 8 (EIGHT) – CCTV OUT-STATION PAN LONDON

Schedule 7

Change Control and Contract Variation

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SCHEDULE 7

CHANGE CONTROL AND CONTRACT VARIATION

1. Meanings

In this **Schedule 7**, the following words and expressions have the following meanings:

"Change"	any change to the Services (other than Instructed Capital Works), the Performance Measures and any other change that is stated in this Contract as being required to be made pursuant to the Change Control Procedure;
"Change Control Notice" or "CCN"	a notice in the form set out in Annex 1 to this Schedule 7 ;
"Minor Change"	any Change other than a Significant Change;
"Minor Change Notice"	a notice in the form set out in Annex 2 to this Schedule 7 ;
"Significant Change"	any of the following Changes: <ul style="list-style-type: none">(a) the introduction of new Services or Performance Measures;(b) material Changes to any Performance Measures;(c) material Changes to any of the Services;(d) any Changes that are likely to increase the operational, reputational or regulatory risk of the Authority;(e) the implementation of any material Changes in Applicable Law;(f) any material Changes to the Contractor's Solution; or(g) any Change with a financial impact equal to or greater than £25,000 (twenty five thousand pounds) over the Term of the Contract.

For the avoidance of doubt, the provisions of this **Schedule 7** will not apply to Instructed Capital Works which will be addressed in accordance with the Capital Works Conditions of Contract.

2. Principles

- 2.1. Both Parties will conduct all discussions relating to proposed Changes to this Contract in good faith.
- 2.2. The Contractor will use its reasonable endeavours to suggest Changes from time to time that would result in a benefit to the Authority, including Changes proposed pursuant to **Schedule 22 (Innovation and Improvement)**.
- 2.3. Until such time as a Change Control Notice (in the form of the pro-forma set out in **Annex 1** to this **Schedule 7**) has been signed by both Parties, the Contractor will continue to fully perform its obligations in accordance with this Contract in all respects.
- 2.4. Any work undertaken in connection with any proposed Change to this Contract by the Contractor, the Contractor Personnel or any Sub-Contractors or agents (other than that which has previously been agreed as evidenced by a CCN in accordance with the provisions of **paragraph 2.3** above) will be undertaken entirely at the expense and liability of the Contractor.
- 2.5. Any discussions, negotiations or other communications which may take place between the Authority and the Contractor in connection with any proposed Change to this Contract, including but not limited to the submission of any written communications, prior to the signing by both Parties of the relevant CCN, will be without prejudice to the rights of either Party.

3. Significant Change Procedure

- 3.1. Should either Party wish to make a Significant Change to this Contract pursuant to the provisions of this **paragraph 3**, then the Commercial Manager for the Authority or the Contract Manager for the Contractor, will submit a brief written paper (the "**Proposed Change Paper**") to the other Party addressing, as a minimum, the following points:
 - a) the title of the proposed Change;
 - b) the originator and date of the proposal for the proposed Change;
 - c) the reason for the proposed Change;
 - d) full details of the proposed Change;
 - e) the price, if any, of the proposed Change (applicable to the Contractor only);

- f) the value of any benefits, and the proposed share of those benefits between the Contractor and the Authority;
 - g) details of the likely impact, if any, of the proposed Change on other aspects of this Contract; and
 - h) any date by which a decision or response is critical.
- 3.2. Within 10 (ten) Business Days of the submission of a Proposed Change Paper (or such other period as may be agreed between the Parties) the Authority's Commercial Manager or the Contractor's Contract Manager (as appropriate) or their respective nominees will respond to the Proposed Change Paper in writing and, if appropriate, the Authority's Commercial Manager and the Contractor's Contract Manager or their nominees shall meet to discuss the Proposed Change Paper.
- 3.3. Discussion between the Parties following the submission of a Proposed Change Paper will result in either:
- a) agreement between the Parties on the Changes to be made to this Contract (including agreement on the date upon which the Changes are to take effect (the "**CCN Effective Date**")), such agreement to be expressed in the form of proposed revisions to the text of the relevant parts of this Contract; or
 - b) if agreement cannot be reached, no further action being taken on that Proposed Change Paper.
- 3.4. In respect of any Significant Change for which the Contractor has identified a benefit which can be shared between the Contractor and the Authority (pursuant to **paragraph 3.1.f** above), if the Parties cannot reach agreement on the relevant Proposed Change Paper, then either Party may refer the matter in writing to a director or chief executive (or equivalent) of each of the Parties ("**Senior Personnel**") for resolution. Within 7 (seven) Business Days of such a referral, the Senior Personnel of each of the Parties will meet and use reasonable endeavours to negotiate in good faith and to reach agreement on the matter.
- 3.5. A copy of any proposed Changes agreed between the Parties in accordance with **paragraph 3.3.a)** above, accompanied by a completed pro-forma CCN, will constitute a written variation to this Contract. Each CCN shall be uniquely identified by a sequential number (referred to as a "**Variation Number**").
- 3.6. Two copies of each CCN will be signed by the Contractor's Contract Manager and submitted to the Authority in accordance with the provisions of **Clause 54 (Notices and Communications)** not less than 10 (ten) Business Days (or such other period as may be agreed between the Parties) prior to the CCN Effective Date agreed in accordance with **paragraph 3.3.a)** above.
- 3.7. Subject to the agreement reached in accordance with **paragraph 3.3.a)** above remaining valid (and subject to the Authority's right to refuse to consent to a Change proposed by the Contractor at any point before the CCN is signed), the Authority will sign both copies of the CCN within 5 (five) Business Days (or such other period as may be agreed between the Parties) of receipt by the Authority. Following

signature by the Authority, one copy of the signed CCN will be returned to the Contractor by the Authority.

- 3.8. A CCN signed by a representative from both Parties with appropriate delegated authority will constitute a variation to this Contract.

4. Minor Change Procedure

- 4.1 Either Party may propose a Minor Change by serving a written notice in the form set out in **Annex 2**.
- 4.2 The Contractor's Contract Manager and the Project Manager will be responsible for reviewing and agreeing Minor Changes. If either the Contractor's Contract Manager or the Project Manager, acting reasonably, believes that a Change has been wrongly categorised as a Minor Change it will notify the other in writing and the Minor Change will automatically be reclassified as a Significant Change. Either Party may issue a Proposed Change Paper in respect of a Change that has been reclassified as a Significant Change, following which the provisions of **paragraph 3** will apply.
- 4.3 A Minor Change will be considered agreed by both Parties once the Minor Change Notice requesting it has been authorised in writing by the Contract Managers of both Parties.
- 4.4 Each Party will use its reasonable endeavours to procure that its representative expedites the review and agreement of Minor Changes.
- 4.5 Neither Party will unreasonably withhold or delay its consent to the implementation of a Minor Change save that the Authority will not be required to agree to any Minor Change which the Authority believes may have a financial impact equal to or greater than £5,000 (five thousand pounds). Any such Change will be reclassified a Significant Change.
- 4.6 Within 5 (five) Business Days of agreement to a Minor Change the individual named in the Minor Change Notice as the originator will update any part of the Contract that is affected by the Minor Change and will provide the updated section (in hard or electronic format) to the other Party.
- 4.7 If the Parties fail to agree a Minor Change, either Party may serve a Proposed Change Paper in respect of that Minor Change and the relevant Minor Change will be reclassified as a Significant Change for that purpose.

5. General

- 5.1 The Contractor will not make any charge for investigating a proposed Change.
- 5.2 It will be the responsibility of the Party that issues the Proposed Change Paper or (as applicable) the relevant Minor Change proposal in respect of a Change to update any system, documentation or records as necessary to reflect an agreed Change as set out in the applicable CCN.

5.3 If any Change proposed by a Party is required to be implemented urgently in order:

- a) to avoid non-compliance by the Authority with any Applicable Law;
- b) to avoid or mitigate the effects of any fraud or other criminal activity;
- c) to avoid material damage to the Authority's reputation;
- d) to avoid a material degradation to the performance of the Services and/or the Performance Measures;
- e) to ensure the security of the Authority's systems is maintained; or
- f) to mitigate any other risk that the Authority believes may have a material adverse effect,

each being an "**Urgent Change**", the Parties will follow the same procedure as for a Minor Change save that the Commercial Manager will be responsible for reviewing and agreeing any Urgent Changes on behalf of the Authority.

5.4 The Contractor shall calculate the price of the proposed Change in accordance with the provisions of paragraph 5.5.

5.5 To the extent that a Change affects the Services done or not yet done the change to the price for a Change is calculated:

5.5.1 to the extent that the Change only affects the quantities of Services shown in the Price List, by multiplying the changed quantities of Services by the appropriate rates in **Schedule 5** or the Schedule of Capital Works Rates;

5.5.2 to the extent that a Change does not only affect the quantities of Services shown in **Schedule 5** or the Schedule of Capital Works Rates:

5.5.2.1 by using the appropriate rates and/or lump sums in the **Schedule 5** or the Schedule of Capital Works Rates;

5.5.2.2 to the extent that there is no appropriate rate or lump sum in **Schedule 5** or the Schedule of Capital Works Rates, by using the rates or lump sums in **Schedule 5** or the Schedule of Capital Works Rates (as applicable) for Services of a similar character and executed under similar conditions to the proposed Change;

5.5.2.3 to the extent that there is no rate or lump sum in **Schedule 5** or the Schedule of Capital Works Rates (as applicable) for Services of a similar character and executed under similar conditions to the proposed Change, by using rates included in the Contract Data.

ANNEX 1 - Change Control Notice

Contractor Name:	Contract Reference No:
Address:	Variation No:
Post Code:	Date:

Contract dated [] between (1) the Authority and (2) the Contractor relating to Automated Traffic Signals and related Services (the Contract).

Pursuant to **Clause 56** of the Contract, authority is given for the Contract to be varied as detailed below. The duplicate copy of this form will be signed by or on behalf of the Contractor and returned to the Authority's Commercial Manager as an acceptance by the Contractor of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
Value of Contract before this Variation	
Reduced cost to the Authority	
Extra cost to the Authority	
TOTAL	

ACCEPTANCE BY THE CONTRACTOR	
Date	Signed

ACCEPTANCE BY THE AUTHORITY	
Date	Signed

ANNEX 2 MINOR CHANGE NOTICE

Contract [] dated [] between (1) the Authority and (2) the Contractor relating to Automated Traffic Signals and related Services (the Contract).

Minor Change Number:	[UNIQUE ID NUMBER]
Originator:	[NAME OF INDIVIDUAL]
Originator's Organisation:	[CONTRACTOR/AUTHORITY]
Date of Notice:	
Proposed Minor Change:	[DESCRIBE CHANGE]
Reasons for Minor Change:	[DESCRIBE RATIONALE FOR CHANGE]
Impacts and risks of the Minor Change:	[DETAIL ALL RISKS AND IMPACTS LIKELY TO BE ASSOCIATED WITH THE MINOR CHANGE]
Cost of Minor Change	
Proposed Timetable:	[SUGGESTED TIMETABLE]
Acceptance Criteria:	[DETAIL ANY PROPOSED ACCEPTANCE CRITERIA]



TRAFFIC TECHNOLOGY CONTRACT (TTC)

LOT 8 (EIGHT) – CCTV OUT-STATION PAN LONDON

Schedule 8

Contract Management and Reporting

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SCHEDULE 8

CONTRACT MANAGEMENT AND REPORTING

1. Scope

1.1 This **Schedule 8 (Contract Management and Reporting)** sets out:

- a) the contract management procedures; and
- b) the contract management meetings and reporting requirements,

which the Contractor will comply with (including for the purpose of promoting a successful working relationship in relation to the provision of and receipt of the Services).

1.2 The objective of this **Schedule 8 (Contract Management and Reporting)** is to ensure that a successful working relationship is maintained between the Parties that will enable the Authority to be kept informed and up to date in respect of and to monitor the Contractor's performance of the Services.

1.3 The contract management set out in this **Schedule 8 (Contract Management and Reporting)** is intended to support the Parties in achieving, amongst other things, the objectives set out in **paragraph 2.1** below.

1.4 For the avoidance of doubt, in the event an issue or Dispute in relation to the Services is referred to the contract management process set out in this **Schedule 8 (Contract Management and Reporting)**, such referral will not prejudice any other right of a Party or a Party's right to exercise or claim the benefit or any other remedy available to it pursuant to this Contract, including the implementation of Action Plans, the payment or liability for any Service Failure Points, and/or any rights of Termination or otherwise.

2. Contract management objectives

2.1 The contract management structure set out in this **Schedule 8 (Contract Management and Reporting)** is intended to support the Authority and the Contractor in achieving, amongst other things, the following principles:

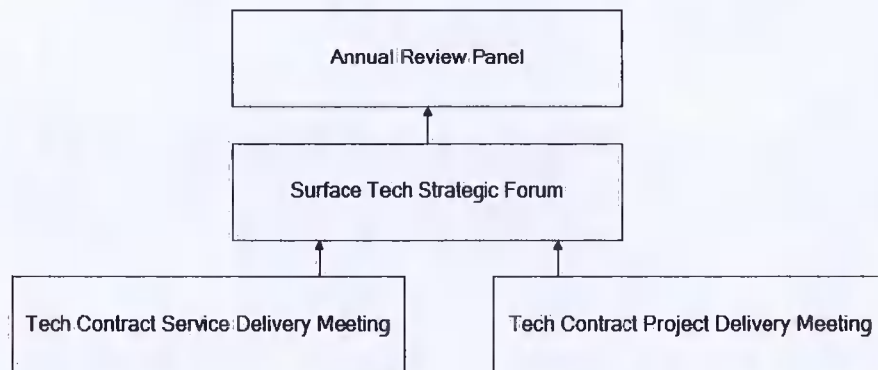
- a) the regular monitoring of the performance of the Services in order to ensure compliance with the terms of this Contract including **Schedule 4 (Service Level Agreement)**;
- b) the early identification of incidents, problems and issues in the performance of the Services and the Contractor's obligations so that they may be resolved in a prompt and, where the Authority's input is required, co-operative manner; and
- c) the discussion and resolution of incidents, issues and Disputes prior to further escalation in accordance with the Dispute Resolution Process.

3. **Escalation**

- 3.1 The Parties will escalate Disputes to (and between) the Contract Management Groups (as defined below) in accordance with the Dispute Resolution Process pursuant to **Clause 74** of this Contract.

4. **Terms of reference for contract management**

- 4.1 The following diagram provides an overview of the contract management structure for the purposes of this Contract, and such structure is further described below.



- 4.2 The Contractor and the Authority will form groups ("**Contract Management Groups**"), the purpose, objectives and method of operation of which will include, the:
- a) Annual Review Panel, as set out in **paragraph 6**;
 - b) Surface Tech Strategic Forum, as set out in **paragraph 7**;
 - c) Tech Contract Maintenance Meeting, as set out in **paragraph 8**; and
 - d) Tech Contract Project Delivery Meeting, as set out in **paragraph 9**.
- 4.3 Each Contract Management Group will be chaired by a representative from the Authority.
- 4.4 The Parties will ensure that their respective representatives at any meeting of any Contract Management Group have a sufficient level of seniority, responsibility, authority and availability to allow that Contract Management Group to carry out its business and purpose.
- 4.5 If a Contractor member of the Contract Management Group is unable to attend a meeting as set out in **paragraph 4.1** of this **Schedule 8 (Contract Management and Reporting)**, the Contractor shall ensure that such meeting is attended by a representative of the Contractor:
- a) who shall be an equivalent of, or more senior member of, the Contractor's Personnel than the absent member; and
 - b) whose identity has been communicated to, and agreed by, the Authority in writing prior to the meeting.

- 4.6 Meetings of any Contract Management Group will be validly convened with a quorum of at least one (1) representative from each Party who shall attend in person unless otherwise agreed in accordance with **paragraph 4.7**.
- 4.7 Any meeting of a Contract Management Group will be a meeting in person at a location determined by the Authority. Where an in person meeting is not possible, a Contract Management Group may take place by other means acceptable to the Authority, including via telephone, online video conferencing platforms or any other electronic means.
- 4.8 The decisions taken by, actions of and any failure to act by, the Contract Management Groups shall not in any way relieve the Contractor of any of its obligations under this Contract nor shall they constitute a Change or grounds for a Change Control Notice or make the Authority responsible for any additional cost or expense or create any liability on the Authority (unless expressly agreed in writing by the Authority at the time of, or subsequent to, such decision, action or failure to act).
- 4.9 The Contractor will promptly produce minutes of all meetings that it is required to attend and will submit the minutes to the Authority for comment and approval within ten (10) Business Days of the meeting taking place.
- 4.10 Where a decision of a Contract Management Group requires an amendment or variation to this Contract or any documentation referred to pursuant to this Contract, such decision of that Contract Management Group will not be deemed to be final and binding on the Parties unless and until this Contract or such other documentation as may be referred to under this Contract has been amended in accordance with the relevant Change Control Procedure.
- 4.11 The Authority may at any time call an extraordinary meeting of any Contract Management Group if it reasonably believes that such a meeting is required on providing a minimum of five (5) Business Days' notice to the Contractor. Each Party will use best endeavours to ensure that any extraordinary meeting of any Contract Management Group is quorate.
- 4.12 The forming of groups as outlined in **paragraph 4.2** will be undertaken and agreed between the Parties during the Mobilisation Period of this Contract and as reviewed and amended from time to time by the Authority.
- 4.13 Unless notified otherwise by the Authority:
- a) references to "required inputs" and "required outputs" shall be references to the "required inputs" and "required outputs" of the Contractor; and
 - b) the timings and locations of all meetings of the Contract Management Groups will be in accordance with the timings and locations specified below.

5. **Contract Manager**

- 5.1 In accordance with the provisions of **Clause 26 (Contractor Personnel)** and **Schedule 9 (Employees and Key Personnel)**, the Authority and the Contractor shall each nominate a Contract Manager, with the prime responsibility for:
- a) monitoring the Contractor's provision of the Services; and

- b) the management of the Contract.
- 5.2 In the event that the Contactor's Contract Manager is absent from any Contract Management Group meeting, the Contractor will ensure that the Contract Manager role is fulfilled by a person:
- a) who is an equivalent of, or more senior member of, the Contractor's Personnel than the Contract Manager; and
 - b) whose identity has been communicated to, and agreed by, Authority in writing prior to the meeting.

6. **Annual Review Panel**

- 6.1 The purpose of the Annual Review Panel is for the Parties to review the Contractor's activities over the preceding year and assess the strategic direction in achieving the objectives of the Contract. The details of Annual Meetings shall be in accordance with this **paragraph 6** (each such meeting being an "**Annual Meeting**"). The attendees will be as follows:

ATTENDEES	
Authority	Contractor
Project Manager Contract Manager Representatives from Commercial, Performance and Projects Delivery and Engineering Any other person as the Authority may deem appropriate from time to time (including any senior Personnel at the Authority)	Director (Signatory of the Contract or equivalent of, or more senior member) Contract Manager Such other persons as the Parties may agree or the Authority shall reasonably require from time to time
FREQUENCY AND LOCATION	
Annual Meetings will take place on or around the date of each anniversary of the Contract Commencement Date (with the exact date to be agreed between the Parties) at the Authority's offices or at any alternative location agreed between the Parties prior to the meeting. Where agreed between the Parties, the Annual Meeting may be held virtually, including but not limited to by telephone, online video conferencing platforms or other electronic means.	

ANNUAL MEETING KEY OBJECTIVES	
General	The objectives of the Annual Meeting are to review: <ol style="list-style-type: none"> 1) health, safety and environment; 2) the Contractor's Annual Report (as per paragraph 10.2

	<p>Reporting);</p> <p>3) the Contractor's overall performance and key outcomes over the preceding year against the provision of Services set out in this Contract;</p> <p>4) the Contractor's strategies and Action Plans for achieving the performance management regime in accordance with Schedule 4 (Service Level Agreement) set out in this Contract;</p> <p>5) changes to the Equipment List and/or the Obsolescence List;</p> <p>6) the Contractor's proposals for continuous improvement;</p> <p>7) technological innovation; and</p> <p>8) Responsible Procurement (including environmental report, social responsibilities, training plans and strategic labour needs report).</p>
INPUTS AND OUTPUTS	
Required Inputs	<p>For each Annual Meeting, the Contractor will provide:</p> <ul style="list-style-type: none"> • an agenda approved by the Authority which meets the Annual Meeting objectives as set out above; • an update on actions from the previous Annual Meeting; • the latest Annual Report (which the Contractor will provide four (4) weeks in advance of the Annual Meeting); and • a list of all documents the Authority may need to review as agreed with the Contractor prior to each Annual Meeting requested by the Authority.
Required Outputs	<p>Where the Contractor is required to follow-up or undertake any actions resulting from the meeting, the Contractor will record all necessary notes and actions accordingly.</p>

7. **Surface Tech Strategic Forum**

- 7.1 The purpose of the Surface Tech Strategic Forum is for the Parties to review and monitor the ongoing performance of the Services, the Contractor's Obsolescence Lists and the Authority's Master Obsolescence List in accordance with the terms of this Contract. The Surface Tech Strategic Forum is also intended to provide a forum for collaboration with TTC Framework contractors, Third Party Suppliers and other Sub-Contractors who may be deemed appropriate by the Parties or reasonably necessary by the Authority. The Surface Tech Strategic Forum will occur in accordance with this **paragraph 7** (each such meeting being a "**Surface Tech Strategic Forum**"). The attendees will be as follows:

ATTENDEES	
Authority	Contractor
<p>Project Manager (Chair) or a designated representative</p> <p>Contract Manager or a designated representative</p> <p>Representatives from Commercial, Performance and Projects Delivery</p> <p>Any other person as the Authority may deem appropriate from time to time (including any senior Personnel at the Authority)</p>	<p>Contract Manager (Responsible for the overall Services)</p> <p>Such other persons as the Parties may agree or the Authority reasonably requires from time to time</p>
FREQUENCY AND LOCATION	
<p>The Surface Tech Strategic Forum will be held quarterly with effect from the Works Commencement Date.</p> <p>The Surface Tech Strategic Forum will take place at the Authority's offices or at any alternative location agreed between the Parties prior to the meeting. Where agreed between the Parties, the Surface Tech Strategic Forum may be held virtually, including but not limited to, by telephone, online video conferencing platforms or other electronic means.</p>	
SURFACE TECH STRATEGIC FORUM KEY OBJECTIVES	
General Agenda	<p>The objectives of the Surface Tech Strategic Forum are to review the following items (without limitation):</p> <ol style="list-style-type: none"> 1) health, safety and environment; 2) Quarterly Report (as per paragraph 10.3 Reporting); 3) Capital Works delivery (timeliness, quality); 4) total Capital Works allocation via direct Works Instruction; 5) the Contractor's resource capacity; 6) changes to the Equipment List, the Obsolescence List and/or the Master Obsolescence List; 7) Asset Register discrepancies and asset failure trend analysis; 8) continuous improvement initiatives; 9) the Authority's strategic objectives and the role of the Contract and the Contractor;

	<p>10) risks and controls in relation to the Services;</p> <p>11) commercial and proposed Contract Change aspects (if required);</p> <p>12) any relevant Action Plans;</p> <p>13) the Authority's strategy for managing and mitigating obsolescence of Installed Equipment across the Lot;</p> <p>14) the effect of the Authority's Modernisation programme;</p> <p>15) the number of Spares which the Contractor and the other contractors signed up to the TTC Framework have in stock at any of its premises, in particular where the number of a particular Spare has reached or fallen below the Minimum Spares Threshold;</p> <p>16) any Installed Equipment which is approaching obsolescence or end of life (including any Assembly and/or Sub-Assembly of Installed Equipment as well as Whole Units which may become Obsolescence Factor 3 before the next Surface Tech Strategic Forum); and</p> <p>17) any knowledge or information of the Equipment industry or the Services which may have an impact on the availability or otherwise or potential obsolescence of Spares or items of Equipment as shared by the Contractor and/or any of the other contractors signed up to the TTC Framework.</p> <p>18) As required by Schedule 22, the Contractor shall contribute to the content of the Innovation Strategic Roadmap and will be required to endorse its content at this meeting throughout the Term of the Contract.</p>
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INPUTS AND OUTPUTS

Required Inputs	<p>For each Surface Tech Strategic Forum, the Contractor will provide:</p> <ul style="list-style-type: none"> • an update on actions from the previous Surface Tech Strategic Forum; • a report and/or status update on Action Plans (unless stated not to be required by the Authority); • information, reports and documents relating to the provision of the Services relevant for the areas of discussion at each Surface Tech Strategic Forum as outlined in the agenda for the relevant meeting; and • the Contractor's Obsolescence Lists.
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Required Outputs	Where the Contractor is required to follow-up or undertake any actions resulting from the meeting, the Contractor will record all necessary notes and actions accordingly.
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8. **ST Maintenance Meeting**

- 8.1 The purpose of the ST Maintenance Meeting is for the Parties to review the Contractor's performance on Maintenance at regular intervals in accordance with the terms of this Contract. The Maintenance performance meeting will occur in accordance with this **paragraph 8** (each such meeting being a "**Maintenance Meeting**"). The attendees will be as follows:

ATTENDEES	
Authority	Contractor
Project Manager Contract Manager Any other person as the Authority may deem appropriate from time to time (including any senior Personnel at the Authority)	Contract Manager Such other persons as the Parties may agree or the Authority reasonably requires from time to time
FREQUENCY AND LOCATION	
<p>A Maintenance Meeting will be held at regular four (4) to six (6) week intervals with effect from the Works Commencement Date. The detailed schedule of meetings will be agreed between the Parties during the Mobilisation Period, and may be reviewed and amended from time to time by the Authority.</p> <p>The Maintenance Meeting will take place at the Authority's offices or at any alternative location agreed between the Parties prior to the meeting. Where agreed between the Parties, the Maintenance Meeting may be held virtually, including but not limited to, by telephone, online video conferencing platforms or other electronic means.</p>	
KEY OBJECTIVES	
General Agenda	<p>The objectives of the Maintenance Meeting are to review:</p> <ol style="list-style-type: none"> 1) health and safety; 2) delivery of Maintenance against the SLIs and SFPs in accordance with Schedule 4 (Service Level

	<p>Agreement);</p> <ol style="list-style-type: none"> 3) Availability (target versus actual); 4) financial issues; 5) Maintenance cycle and Fault and Problem trends; 6) accuracy and population of data inputted into the System(s) by the Contractor; 7) any staff changes and/or other event that may pose a threat to the Services; 8) compliance with and updates against Action Plans for Service improvements and remedies against SFPs; 9) Contract risk register; and 10) any existing Action Plans and, if necessary, agree new Action Plans or updates to current Action Plans for Service improvements and remedies against SFPs and any other service improvement the Authority may suggest time to time.
INPUTS AND OUTPUTS	
Required Inputs	<p>For each Maintenance Meeting, the Contractor will:</p> <ul style="list-style-type: none"> • provide the status of actions from the previous Maintenance Meeting; • report on remedy plans or proposals in response to an Action Plan (if required); and • at least five (5) Business Days before a Maintenance Meeting, provide to the Authority information, reports and documents relating to the provision of the Services relevant for the areas of discussion at a Maintenance Meeting, including relevant performance reports relating to Maintenance in the period since the previous Maintenance Meeting (such reports to be agreed within the Mobilisation Plan).
Required Outputs	<p>The Contractor will produce minutes of each Maintenance Meeting and submit them to the Authority for approval within ten (10) Business Days following the meeting.</p> <p>Where the Contractor is required to follow-up or undertake any actions resulting from the meeting, the Contractor will record all necessary notes and actions in writing and deliver those promptly to the Authority accordingly.</p>

9. **Tech Contract Project Delivery Meeting**

- 9.1 The purpose of the Tech Contract Project Delivery Meeting is for the Parties to review the Contractor's performance on Capital Works and assess the Reporting Period Value of Capital Works in accordance with the terms of this Contract. The Tech Contract Project Delivery Meeting will occur in accordance with this **paragraph 9** (each such meeting being a "**Project Delivery Meeting**"). The attendees will be as follows:

ATTENDEES	
Authority	Contractor
Project Manager Contract Manager Any other person as the Authority may deem appropriate from time to time (including any senior Personnel at the Authority)	Contract Manager Such other persons as the Parties may agree or the Authority reasonably requires from time to time

FREQUENCY AND LOCATION	
A Project Delivery Meeting will be held at regular four (4) to six (6) week intervals with effect from the Works Commencement Date. The detailed schedule of meetings will be agreed between the Parties during the Mobilisation Period, and may be reviewed and amended from time to time by the Authority. The Project Delivery Meeting will take place at the Authority's offices or at any alternative location agreed between the Parties prior to the meeting. Where agreed between the Parties, the Project Delivery Meeting may be held virtually, including but not limited to telephone, online video conferencing platforms or other electronic means.	
KEY OBJECTIVES	
General Agenda	The objectives of the Project Delivery Meeting are to review: 1) health and safety; 2) delivery of Capital Works against the SLIs and SFPs in accordance with Schedule 4 (Service Level Agreement) ; 3) financial issues; 4) the Reporting Period Value of Capital Works; 5) the Contractor's ongoing capacity for Capital Works; 6) compliance with Action Plans for Service improvements and remedies against SFPs; 7) agree Action Plans for Service improvements and

	<p>remedies against SFPs and any other Service improvement the Authority may suggest from time to time; and</p> <p>8) the Contractor's risk register.</p>
INPUTS AND OUTPUTS	
Required Inputs	<p>For each Project Delivery Meeting, the Contractor will provide:</p> <ul style="list-style-type: none"> the status of actions from the previous Project Delivery Meeting; a report detailing the Reporting Period Value of Capital Works for the relevant Reporting Period(s); a report on remedy plans or proposals in response to any relevant Action Plan (if required); and at least five (5) Business Days before a Project Delivery Meeting, provide to the Authority information, reports and documents relating to the provision of the Services relevant for the areas of discussion at a Project Delivery Meeting, including relevant performance reports relating to Capital Works in the period since the previous Project Delivery Meeting (such reports to be agreed within the Mobilisation Plan).
Required Outputs	<ul style="list-style-type: none"> The Contractor will produce minutes of each Project Delivery Meeting and submit them to the Authority for approval within ten (10) within Business Days following the meeting. The Authority will either approve the Contractor's Reporting Period Value of Capital Works for the relevant Reporting Period(s) or request further information to support the Contractor's Reporting Period Value of Capital Works for the relevant Reporting Period(s) or request that the Contractor amends the Reporting Period Value of Capital Works in line with the Authority's own assessment of the Reporting Period Value of Capital Works for the relevant Reporting Period(s). Where the Contractor is required to follow-up or undertake any actions resulting from the meeting, the Contractor will record all necessary notes and actions accordingly and promptly action them.

10. **Performance reporting**

- 10.1 The Contractor will comply with all reporting requirements set out in **Schedule 3 (Statement of Requirements)** and **Schedule 4 (Service Level Agreement)**.

10.2 The Contractor will submit to the Authority not less than five (5) Business Days before the Annual Meeting an annual report that provides an overview of the performance of the Services under this Contract including Installed Equipment over the previous twelve (12) months from the last Annual Meeting ("**Annual Report**"). The Annual Report will be reviewed at the Annual Meeting as outlined in **paragraph 6** of this **Schedule 8 (Contract Management and Reporting)**. The Contractor will ensure that the Annual Report includes the following information in relation to the previous twelve (12) months:

- a) a written report in accordance with the **Clause 5.8** of this Contract, which will identify any potential improvement to technology and/or processes to the Equipment or any other Services provided under this Contract;
- b) achievement against strategic direction and performance;
- c) performance against the Availability targets;
- d) overall performance against the Service Levels; and
- e) details of any Action Plans in place and progress against them.

10.3 The Contractor will submit to the Authority not less than five (5) Business Days before the Surface Tech Strategic Forum a Quarterly Progress Report that provides an overview of the Contractor's performance of the Services under this Contract including Installed Equipment over the previous quarter for review at the next quarterly Surface Tech Strategic Forum as outlined in **paragraph 7** of this **Schedule 8 (Contract Management and Reporting)**. The Quarterly Progress Report shall include, but not be limited to, the following information over the past three (3) Reporting Periods since the last Surface Tech Strategic Forum:

- a) performance against the Availability targets;
- b) Maintenance performance against the Service Levels;
- c) Capital Works performance against the Service Levels;
- d) potential improvements and/or developments that are proposed in relation to the Equipment and/or Services;
- e) performance against the Contract objectives; and
- f) details of any Action Plans in place.

10.4 The specific contents and format of all Reports identified in this Schedule¹⁰ which the Contractor is required to provide to the Authority will be agreed between the Parties during the Mobilisation Period.

11. Health and Safety Reporting

11.1 The Contractor will submit a health and safety report to the Authority within 10 (fourteen) Business Days of the end of each Reporting Period on the appropriate form in use from time-to-time as supplied by the Authority. The report will provide details of:

- 1) all accidents and incidents affecting Contractor Personnel;
 - 2) the number of hours worked by the Contractor and its Sub-Contractors during the last Reporting Period;
 - 3) a corresponding list of Contractor Personnel working during the Reporting Period; and
 - 4) the cumulative number of hours worked by the Contractor and each Sub-Contractor since the Contract Commencement Date, categorised into management, site level supervision and operatives.
- 11.2 In the event that the Authority or any delegated officer identifies a safety hazard or witnesses unsafe working practices, it will have the authority to stop the associated works until this incident has been suitably resolved / mitigated by the Contractor.
- 11.3 The contractor shall report accidents, incidents & near miss events which occur during the contract via the clients required mechanisms within required timescales.
- 11.4 Notwithstanding paragraph 11.1 and subject to paragraphs 11.5 and 11.6, accidents and incidents reportable under The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) involving the Contractor Personnel or members of the public injured as a result of the Contractor's provision of the Services will be notified to the relevant enforcing authority and authority as required under RIDDOR regulations as soon as reasonably practicable, and in any event within 24 (twenty-four) hours. All such incidents will be investigated by the Contractor with an interim report provided to the enforcing Authority as required under the RIDDOR regulations and also the Authority's Contract Manager within 10 (ten) Business Days of the incident. All RIDDOR incidents shall be investigated by the Contractor and a written report detailing the findings of the contractors forwarded to the Authority within 14 (fourteen) Business Days of the incident.
- 11.5 Where serious accidents occur, including Major injuries and Dangerous Occurrence (as defined in RIDDOR), these will be reported by the Contractor to the Authority immediately (by phone) and are subject to a thorough formal investigation by the Contractor. The Contractor will keep the Authority up-to-date throughout the investigation process and, if so required by the Authority, allow the Authority to take control of the investigation.
- 11.6 For incidents reportable under RIDDOR, Lost Time Injuries and Utility Strikes, the Contractor will, within fourteen (14) Days, submit a written report / investigation report detailing as a minimum the following:
- 1) description of the incident;
 - 2) immediate actions taken following the incident;
 - 3) immediate causes;
 - 4) root causes;
 - 5) actions taken to prevent a recurrence;
 - 6) skills, knowledge and experience of those involved – supervisors and operatives; and

- 7) details of plant/equipment used including calibration and maintenance.
- 11.7 For all other incidents, the Contractor will inform the Authority as soon as reasonably practicable, within two (2) Days of an incident occurring, submit an initial written report following an investigation and after twenty-eight (28) Business Days a full report detailing, as a minimum the same items listed in **paragraph 11.6 and 11.6** above.
- 11.8 All investigation reports required to be produced by the Contractor pursuant to this **paragraph 11** will be completed by the Contractor and will, amongst other things, set out root causes to a level of detail acceptable at the time to the Authority. Any comments on such reports provided by the Authority following its review will be promptly addressed by the Contractor and an updated report submitted if required.
- 11.9 Nothing in this **Schedule 8 (Contract Management and Reporting)** or this Contract supersedes or absolves the Contractor of its responsibility for statutory reporting of incidents/accidents.
- 11.10 The Contractor will submit a quarterly summary of RIDDOR reportable incidents and accidents that affect Contractor Personnel engaged in delivering the Services. The summary report will be presented in the form of incidents per 1,000,000 workforce hours and will be submitted by the Contractor to the Authority within 14 (fourteen) Business Days of the end of the Reporting Period at the end of each quarter.
12. **Environmental Reporting**
- 12.1 Environmental Reporting requirements are as per Schedule 25 of the Statement of Requirements
13. **Risk Management**
- 13.1 The Contractor will operate a formal risk management process which aligns with ISO31000:2018. The Contractor will:
- 1) identify and record its risks;
 - 2) use an industry-standard template to create a comprehensive risk register with all the key parameters fully populated;
 - 3) realistically assess the probability and impact of the risk and opportunities, including cost and schedule impact. The risk spend should be phased and profiled;
 - 4) identify appropriate mitigations for all risks and opportunities;
 - 5) periodically provide to the Authority the risk register, along with a risk report and the risk profiling/ phasing; and
 - 6) escalate all risks as appropriate (by impact, probability, proximity or a combination of these) in a timely manner to provide early visibility to the Authority and provide ample opportunity to intervene prior to the risk(s) materialising.
- 13.2 Where a risk is likely to result in a change to the Services, this will not absolve the Contractor of its obligations under this Contract but will be recorded in accordance

with the Change Control Procedure as set out in **Schedule 7 (Change Control Procedure)**.

14. **Partnering and Collaboration**

- 14.1 The Contractor will comply with the Partnering and Collaboration requirements set out in **Annex A** of this **Schedule 8 (Contract Management and Reporting)**.
- 14.2 The Collaboration Group(s) (as defined in **paragraph 2 of Annex A** to this **Schedule 8 (Contract Management and Reporting)**) will hold regular meetings ("**Collaboration Group Meetings**") (as further detailed in **paragraph 5 of Annex A**) which shall operate by consensus and the Collaboration Groups shall adhere to the Partnering and Collaborative principles set out in this **Schedule 8 (Contract Management and Reporting)**. The Parties will follow the Dispute Resolution Procedure to resolve any differences in the event that a consensus is not obtained.
- 14.3 For the avoidance of doubt, the Authority will use reasonable endeavours to combine Collaboration Group Meetings with other Contract Management Group meetings (as detailed in **paragraph 4.2**) in order to efficiently utilise the time of all parties involved.
- 14.4 Following the Collaboration Group Meetings the Parties may reasonably agree to implement any number of Initiatives (as defined in **paragraph 2 of Annex A**) to the provision of the Services. For the avoidance of doubt, any consequential material changes to the Services or this Contract arising from such Initiatives will be dealt with in accordance with **Schedule 7 (Change Control Procedure)**.

Annex A – Partnering and Collaboration Requirements

1. Explanatory Note

All references in this Annex to a “Partner” or to “Partnering” and “Collaboration” are intended to convey the style of collaborative working relationship that is based upon joint objectives and mutual benefit, which the Authority is seeking to achieve with the Contractor. All such references are strictly outside of the ambit of the Partnership Act 1890 and any other such legislation relating to legal partnerships or limited liability partnerships.

2. Definitions:

In this Annex, the following terms will have the following meanings:

“**Collaboration Group**” – means the Contractor, or any combination of contractors signed up to the TTC Framework, the Authority and the Stakeholders who agree to combine forces to undertake an Initiative to generate mutual benefits.

“**Initiative**” – means any collaboration or improvement initiative undertaken by Collaboration Groups, or by any individual Contractor or by the Authority.

“**Participants**” – means the Contractor(s), Stakeholder representative(s) and/or the Authority who are undertaking the Initiative.

3. Partnering and Collaborative Working

3.1 This section outlines the Authority’s proposals for the implementation of Partnering and Collaboration. The Authority is aiming to enter into a Partnering relationship based on collaborative team working within a performance driven environment that will provide sustained improvements in quality and efficiency.

3.2 Partnering and Collaboration will be practised throughout the Term through the development, demonstration and application of the following:

- a) integrated teams and processes;
- b) openness and honesty between all parties;
- c) non-adversarial relationships;
- d) collaborative team working;
- e) operating in a culture of ‘no blame’;
- f) focussing on a path of continuous improvement; and
- g) sharing of information and knowledge.

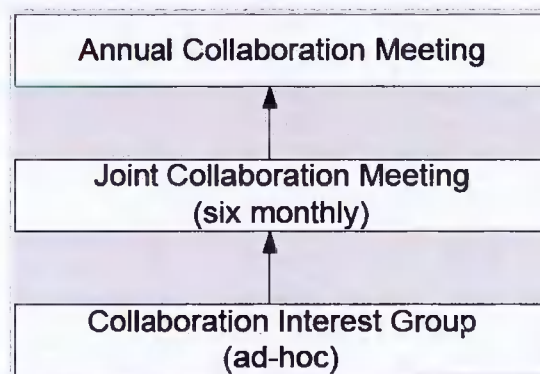
4. **The Collaboration Manager**

4.1 The Authority's Contract Manager will act as the Collaboration Manager for the Contract. The role of the Collaboration Manager is to:

- a) facilitate and co-ordinate Collaboration Group Meetings;
- b) review action plans of Initiatives; and
- c) publicise the benefits of Initiatives and development of Collaboration Benefits Reports (as defined in **paragraph 8** of this **Annex A**).

5. **Collaboration Group Meetings**

5.1 The following diagram provides an overview of the Collaboration Group Meeting structure for the purposes of this Contract, and such structure is further described below in **paragraphs 6 to 8** (inclusive) of this **Annex A**.



5.2 Collaboration Group Meetings will be held at the Authority's office or at any alternative location agreed between the Parties prior to the meeting. Where agreed between the Parties, the Collaboration Group Meetings may be held virtually, including but not limited to telephone, online video conferencing platforms or other electronic means.

6. **Annual Collaboration Meeting**

6.1 The Annual Collaboration Meeting shall occur in accordance with this **paragraph 6** of **Annex A** (each such meeting being a "**Annual Collaboration Meeting**").

6.2 The Annual Collaboration Meeting attendees will be made up of:

- a) Director(s) of the Authority;
- b) Director (Signatory of the Contract or equivalent) from all contractors signed up to the TTC Framework;
- c) Director (Signatory of other Authorities contracts that interface with the TTC Framework);
- d) the Authority's Project Manager;
- e) the Authority's Collaboration Manager; and

- f) those invited by mutual agreement of the Authority and the Contractor(s).
- 6.3 The objectives of the Annual Collaboration Meeting are to:
- a) ensure that a Joint Collaboration Meeting occurs at least twice in each Contract Year;
 - b) give strategic direction;
 - c) provide leadership, commitment and motivation for a successful collaborative approach and to create and maintain a proactive knowledge sharing culture between all parties; and
 - d) promote innovative thinking and continuous improvement.
- 6.4 The outputs of the Annual Collaboration Meeting are to;
- a) set long-term strategic goals and/or targets for the Joint Collaboration Meeting forum; and
 - b) review and, where applicable, implement action plans arising from Collaboration Group Meetings.

7. **Joint Collaboration Meetings**

- 7.1 The Joint Collaboration Meeting will be held twice each Contract Year. The Joint Collaboration Meetings will be held with all contractors signed up to the TTC Framework and the Authority, and will not be held individually between the Contractor and the Authority. The Joint Collaboration Meeting shall occur in accordance with this **paragraph 7 of Annex A** (each such meeting being a "**Joint Collaboration Meeting**").
- 7.2 The Joint Collaboration Meeting attendees will be made up of the Collaboration Manager and attendees of the Joint Core Group Meetings (as per **paragraph 7 of this Schedule 8 (Contract Management and Reporting)**).
- 7.3 The objectives of the Joint Collaboration Meetings are to:
- a) discuss how to achieve any targets set by the Annual Collaboration Meeting and establish Collaboration Interest Groups where appropriate;
 - b) discuss matters relating to any area of the TTC Framework contracts which would benefit from greater collaboration between all parties;
 - c) review the action plans of any Collaboration Interest Groups before they go to the Annual Collaboration Meeting; and
 - d) report upwards to the Annual Collaboration Meeting on the progress against any targets and/or Initiatives by Collaboration Interest Groups.

- 7.4 The outputs of the Joint Collaboration Meetings are to;
- a) disseminate any targets on Collaboration and Innovation into actions for Collaboration Interest Groups;
 - b) establish Collaboration Interest Groups; and
 - c) provide feedback on action plans submitted by Collaboration Interest Groups.

8. **Collaboration Interest Groups**

- 8.1 The Collaboration Interest Groups will be held at such intervals as the Authority deems necessary, and will be attended by the Contractor, for the purposes of:

- a) health and safety incidents and investigations;
- b) achieving a stated Authority strategic objective;
- c) process improvements e.g. Lean Six Sigma reviews or similar;
- d) responding to third party technology changes,

or such other reasonable purposes determined by the Authority.

- 8.2 The Collaboration Interest Groups will be held across all contractors signed up to the TTC Framework and the Authority or separately between the Authority and each individual contractor signed up to the TTC Framework as the Authority shall determine. The Collaboration Interest Groups will meet in accordance with this **paragraph 8 of Annex A** (each such meeting being a "Collaboration Interest Group").

- 8.3 Collaboration Interest Groups may be made up of any combination of the following:

- a) the Authority's Collaboration Manager;
- b) Contract Managers from contractors signed up to the TCMS2 Framework;
- c) the Stakeholder Representative(s); and
- d) those invited by mutual agreement of the Authority and Contractor(s).

- 8.4 The objectives of Collaboration Interest Groups are to:

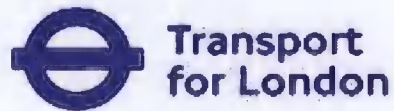
- a) develop the opportunities and goals set at the Annual Collaboration Meeting and Joint Collaboration Meeting into agreed Initiatives;
- b) share knowledge and best practice in response to the targets, strategic goals set at the Annual Collaboration Meeting;
- c) work together and agree action plans for implementing any Initiative(s); and
- d) understand and communicate progress for reporting to the Joint Collaboration Meeting against long-term strategic goals and targets.

8.5 The outputs of Collaboration Interest Groups are to:

- a) create action plans for implementing Initiative(s);
- b) agree criteria for success and measurement of expected benefits for the Initiative(s); and
- c) increase collaboration and innovation between all parties.

9. **Reporting on Collaboration Benefits**

- 9.1 A report will be produced by the Authority's Collaboration Manager based on the outcomes following the Collaboration Interest Group meetings to be presented to the Joint Collaboration Group Meeting ("**Collaboration Benefits Report**").
- 9.2 The final Collaboration Benefits Report will be produced no later than 10 (ten) days prior to an Annual Collaboration Meeting.
- 9.3 The Collaboration Benefits Report will include mutual benefits generated by Initiative(s).



TRAFFIC TECHNOLOGY CONTRACT

LOT 8 (EIGHT) – CCTV OUT-STATION PAN LONDON

Schedule 9

Employees & Key Personnel

SCHEDULE 9

EMPLOYEES AND KEY PERSONNEL

DEFINITIONS

In this **Schedule 9**, the following words and expressions have the following meanings unless the context otherwise requires:

"Appropriate Pension Rights"	in respect of Transferring Protected Staff who were immediately before the Transfer of Provision Date members of (or eligible to become members of) the Current Contractor Scheme, means rights to pension benefits which the Authority's Actuary has certified prior to the Transfer of Provision Date as being broadly comparable to the benefits provided by the TfLPPF, the LGPS or the PCSPS (as applicable in respect of each individual member of the Transferring Protected Staff) at the Transfer of Provision Date
"Authority's Actuary"	means such firm or person appointed by the Authority for the purposes of this Schedule 9 or such other firm or person appointed by the Authority for the purposes of this Schedule 9
"Best Value Direction"	the Best Value Authorities Staff Transfers (Pensions) Direction 2007, as amended and supplemented from time to time
"Contractor's Personnel"	those employees, workers, officers, suppliers, subcontractors (including any Sub-Contractor) and agents of, or any other person engaged by, the Contractor or any Sub-Contractor (as applicable) who are engaged in the performance of any of the Services or part of the Services, including but not limited to the Key Personnel
"Contractor's Scheme"	the pension scheme or schemes nominated by the Contractor as the "Contractor's Scheme" for the purposes of compliance with the Contractor's obligations in respect of provision of Appropriate Pension Rights to

Transferring Protected Staff in accordance with this **Schedule 9**

“Current Contractor(s)”

any provider or providers of services substantially similar to the Services (or any part of it) immediately before the Transfer Provision Date

“Current Contractor’s Scheme”

the pension scheme or schemes provided to Transferring Protected Staff by the Current Contractor(s) in accordance with arrangements entered into between the Authority and the Current Contractor(s) pursuant to the Best Value Direction and/or Fair Deal

“Employment Costs”

all salaries, wages, commissions, bonuses, all statutory contributions, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee or worker, taxation (including all income tax deductible under PAYE, and any penalties, charges or interest) and all other emoluments)

“Employment Losses”

means all costs (including the costs of enforcement), losses, damages, liabilities (including without limitation any tax liability), injuries, claims, charges, awards, compensation, demands, proceedings and legal costs (on a full indemnity basis) (including without limitation any costs relating to settlement) and expenses including without limitation any fines, penalties, legal and other professional fees and expenses

“Fair Deal”

HM Treasury guidance ‘A Fair Deal for Staff Pensions’ (1999 and 2004), as appended to the Cabinet Office Statement of Practice on Staff Transfers (notwithstanding that this guidance was replaced by new guidance in October 2013)

"Final Staff List"

has the meaning set out in **paragraph 3.4**

"Further Transfer Date"

the date on which the Services (or any part of them) cease to be provided by the Contractor and start to be performed by the Authority or any Replacement Contractor (or its sub-contractor) and when (on the basis that TUPE applies) the transfer of the contracts of employment or engagement of the Re-Transferring Personnel (or part thereof) from the Contractor to the Authority and/or any Replacement Contractor (or its sub-contractor, as applicable) occurs or will occur

"Key Personnel"

means those of the Contractor's Personnel identified in the table in **paragraph 1.2**

"LGPS"

The Local Government Pension Scheme for England and Wales

"Long-Term Sick Leave"

in respect of any member of staff, a period of continual absence from work due to illness (including because of any operation, hospital treatment, recuperation period or health condition) for a period of at least four consecutive weeks

"PCSPS"

The Principal Civil Service Pension Scheme

"Replacement Contractor"

means for the purposes of this Schedule 9 any replacement contractor(s) to the Authority of the Services (or any part of the Services) and any sub-contractor to such replacement supplier or provider

"Re-Transferring Personnel"

any Contractor's Personnel:

- who are assigned (for the purposes of TUPE) to the relevant Services (or any part of them) immediately before the Further Transfer Date and whose contract of employment or engagement (or part thereof) will transfer to the Authority and/or any

Replacement Contractor (and/or its or their subcontractors, if applicable) pursuant to TUPE with effect from the Further Transfer Date; and/or

- who accepts an offer of employment or engagement from the Authority or a Replacement Contractor or its/their subcontractors (as appropriate), provided that the Contractor shall not be required to provide any information in relation to such an individual in breach of Data Protection Laws,

in each case upon the expiration or termination (in whole or in part) of this Contract or the appointment of a Replacement Contractor

"TfLPPF"

means the TfL Pension Fund (previously known as the LRT Pension Fund) as currently governed by the trust deed and rules scheduled to a deed of variation dated 19 December 2008 (as amended)

"Transfer of Provision"

means the transfer of the provision of the Services (or any part of the Services) from the Current Contractor(s) and/or any of its subcontractors or the Authority to the Contractor or any Sub-Contractor and without limitation the parties envisage that such a transfer will take place upon the Works Commencement Date

"Transfer of Provision Date"

means the date on which the Transfer of Provision occurs or will occur

"Transferring Protected Staff"

those Transferring Staff:

- (a) who were originally employees of the Authority,
- (b) who were members of (or eligible to become members of) the TfLPPF, the LGPS and/or the PCSPS as employees of the Authority,

(c) whose employment transferred from the Authority to the Current Contractor under TUPE; and

(d) who immediately before the Transfer of Provision Date will be entitled to broadly comparable benefits under the Current Contractor's Scheme,

the names of whom are to be provided by the Authority in accordance with the definition of "Transferring Staff" below

"Transferring Staff"

such employees of and/or other persons engaged by the Current Contractor(s) (and any of its or their sub-contractor(s)) who are assigned (for the purposes of TUPE) to the Services or any part of the Services immediately before the Transfer of Provision and whose contracts of employment or engagement (or part thereof) transfer, or will transfer, to the Contractor pursuant to TUPE

Other capitalised terms in this **Schedule 9** will have the meaning given to them under **Schedule 2** of this Contract.

1. KEY PERSONNEL

This **Schedule 9** sets out the role and description of the Key Personnel that are assigned to this Contract as well as providing details of TUPE and Pensions provisions.

The Contractor will ensure that:

- 1.1 in respect of each Key Personnel role there is at all times at least one other member of the Contractor's Personnel, in addition to the person holding that role, who understands and is capable of performing to the level required by this Contract for each of the Key Personnel roles and in the absence (whether temporary or otherwise and for any reason whatsoever) of the person who currently fulfils that Key Personnel role; and
- 1.2 without prejudice to **Clause 26**, the Contractor does not either change the role or responsibilities of any of the Key Personnel without the prior written consent of the Authority's Commercial Manager (to be given at the Authority's

Commercial Manager's sole discretion) or remove any of the Key Personnel from their designated role for more than five (5) consecutive days without the prior written consent of the Authority's Commercial Manager (to be given at the Authority's Commercial Manager's sole discretion), except in each case where such of the Key Personnel is absent on sick leave or other statutory leave (such as maternity, shared parental, parental or adoption leave) or has ceased to be employed or engaged by the Contractor, and the Contractor agrees to and shall at all times use all reasonable endeavours to maintain continuity of each of the Key Personnel in their roles.

Key Personnel:

Role	Description	Name of Personnel	Contact details (telephone number and email address)
Contract Manager	Person responsible for day to day management of the Contract.		
Director	Person with ultimate responsibility for the Contract.		

2. TRANSFER OF EMPLOYEES TO CONTRACTOR

- 2.1 It is understood and acknowledged by the Parties that TUPE applies to the Transfer of Provision and accordingly, pursuant to TUPE, the contracts of employment and/or engagement (or any relevant part thereof) between the Current Contractor(s) and any Transferring Staff (or between the Current Contractor(s)' subcontractor(s) and any Transferring Staff, if applicable) will have effect from the Transfer of Provision Date as if originally made between the Contractor (and/or its subcontractor(s)) and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of **paragraph 5**).
- 2.2 In respect of any Transferring Staff, the Parties agree that all Employment Costs (whether or not due for payment at the relevant date, and regardless of when such sums fall to be paid) will be apportioned on a time basis as follows:
- 2.2.1 up to 23:59 on the date immediately preceding the Transfer of Provision Date will be the responsibility of the Current Contractor(s) (and/or its/their sub-contractor(s)); and

- 2.2.2 from 00:00 on the Transfer of Provision Date and thereafter will be the responsibility of the Contractor (and/or its Sub-Contractor(s)) (to the extent that such Employment Costs relate to the Transferring Staff's contract of employment or engagement, or part thereof, that transfers to the Contractor (and/or its subcontractor(s)) relating to the period on and after the Transfer of Provision Date,

except that there will be no apportionment in respect of any Transferring Staff's holiday entitlement.

- 2.3 The Authority warrants to the Contractor that none of the Authority's employees are or will be wholly or mainly assigned to the provision of the Services as at the Transfer of Provision Date.
- 2.4 The Authority (on behalf of the Current Contractor(s)) will indemnify, keep indemnified and hold harmless the Contractor from and against all Employment Losses which the Contractor incurs or suffers arising out of or in connection with:
- 2.4.1 a failure by the Current Contractor(s) to perform and observe its obligations under or in connection with the contracts of employment of the Transferring Staff before the Transfer of Provision Date; and/or
 - 2.4.2 any failure by the Current Contractor(s) to comply with Regulation 13 of TUPE; and/or
 - 2.4.3 any act or omission by or on behalf of the Current Contractor(s) in respect of any person who is or was employed or engaged by it, except in the case of the Transferring Staff where the Authority's indemnity will only apply in respect of such Transferring Staff who are employees and insofar as and to the extent that any such act or omission occurred on or before the Transfer of Provision Date or was undertaken by, or on behalf or at the instruction of the Current Contractor(s); and/or
 - 2.4.4 any claim or demand or other action taken against the Contractor by any person employed or engaged by the Current Contractor(s) (other than Transferring Staff) who claims (whether correctly or not) that the Contractor has inherited any liability from the Current Contractor(s) in respect of such person by virtue of TUPE.
- 2.5 The Contractor (and/or its Sub-Contractors) will indemnify, keep indemnified and hold harmless the Authority and the Current Contractor(s) (and/or its or their sub-contractors) from and against all Employment Losses which the Authority and/or the Current Contractor(s) (and/or its or their subcontractors) incurs or suffers arising out of or in connection with:

- 2.5.1 any act or omission by or on behalf of the Contractor (and/or its Sub-Contractors) in respect of any person employed or engaged by it (and/or its Sub-Contractors) (including the Transferring Staff) on or after the Transfer of Provision Date; and/or
- 2.5.2 any failure by the Contractor (and/or its Sub-Contractors) to comply with its or their obligations under TUPE; and/or
- 2.5.3 any claim brought or other action taken by or on behalf of any Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission and/or communication made to any such Transferring Staff before the Transfer of Provision Date by, on behalf of and/or at the instruction of the Contractor (or its Sub-Contractors); and/or
- 2.5.4 the employment or engagement or termination of employment/engagement by the Contractor (or its Sub-Contractors) of any Transferring Staff (whether or not terminated by notice and, if so terminated, whenever that notice expires) on or after the Transfer of Provision Date; and/or
- 2.5.5 any actual, proposed or anticipated changes by the Contractor (and/or its Sub-Contractors) to the terms and conditions of employment or engagement or working conditions of any Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff; and/or
- 2.5.6 any failure by the Contractor (and/or its Sub-Contractors) to comply with **paragraph 2.2.2**.

For the avoidance of doubt, the Contractor (and/or its Sub-Contractors) shall have full liability under this **paragraph 2.5** to the extent that it is held or alleged that: (a) the contract of employment or engagement of any of the Transferring Staff as at immediately prior to the Transfer of Provision Date does not transfer in its entirety to the Contractor (and/or its Sub-Contractors) and/or (b) liability for any such contract of employment or engagement of any such Transferring Staff does not transfer in its entirety to the Contractor (and/or its Sub-Contractors).

- 2.6 The Contractor (and/or its Sub-Contractors) has provided or will provide the Current Contractor(s) and, if requested, will confirm to the Authority that it has done so, as soon as practicable, but in any event in good time before the Transfer of Provision Date with all information which the Current Contractor(s) (and/or its sub-contractors) may reasonably require to enable it/them to comply with its/their information and consultation obligations under TUPE.
- 2.7 The Contractor warrants and undertakes to the Authority and the Current Contractor(s) (and/or its or their subcontractor(s)) that all information given to the Authority or the Current Contractor(s) (and/or its or their subcontractors) regarding any Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.

3. PROVISION OF INFORMATION

3.1 The Contractor will promptly provide (and shall procure that its Sub-Contractors will promptly provide) when requested by the Authority (and in any case not more than fourteen (14) days after the date of any notice to terminate this Contract (whether in whole or part) is given by either Party, for any reason whatsoever) the following information to the Authority:

- 3.1.1 an anonymised or pseudonymised list of current Contractor's Personnel and any persons employed or engaged by its Sub-Contractors engaged in the provision of the Services or any part of the Services (each identified as such in the list) (the "**Staff List**");
- 3.1.2 such of the information specified in **Appendix 1** to this **Schedule 9** as is requested by the Authority in respect of each individual included on the Staff List;
- 3.1.3 written job descriptions of the persons listed on the Staff List;
- 3.1.4 all other information which the Contractor or its Sub-Contractor(s) knows or ought to know about its or their rights, powers, duties and liabilities under or in connection with the contracts of employment or engagement of the persons listed on the Staff List including without limitation their job titles, grades or seniority, dates of commencement of continuous employment, remuneration (salary and benefits), pension rights and any litigation (potential or otherwise); and
- 3.1.5 in the situation where notice to terminate this Contract (or a part of this Contract) has been given, an anonymised or pseudonymised list of all persons who are engaged or have been engaged during the preceding six months in the provision of the Services (or any part of it), whom the Contractor (and/or its Sub-Contractors) considers will not transfer under TUPE for any reason whatsoever together with details of their role and the reasons why the Contractor (and/or its Sub-Contractors) believes such persons will not transfer,

such information together being the "**Staffing Information**".

3.2 The Contractor will notify the Authority and the Replacement Contractor in as much detail as possible as soon as practicable and in any event within five (5) days of the Contractor (and/or its Sub-Contractors) becoming aware of any additional or new Staffing Information and/or any changes to any Staffing Information already provided.

3.3 The Contractor warrants to the Authority and any Replacement Contractor that any Staffing Information which it supplies and/or its Sub-Contractors supply (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.

- 3.4 Subject to **paragraph 3.5**, the Contractor will provide and will procure that its Sub-Contractors provide the Authority and any Replacement Contractor with a final Staff List (the "**Final Staff List**"), and which will be clearly designated as such, and Staffing Information relating to persons on that list not less than twenty-eight (28) days before the date of expiry or earlier termination of this Contract (or such relevant part of this Contract).
- 3.5 If this Contract is terminated by either Party in accordance with **Clause 32** or by the Authority in accordance with **Clause 31** then the Final Staff List will be provided by the Contractor (and/or its Sub-Contractors) to the Authority as soon as practicable and no later than fourteen (14) days after the date of termination of the Contract.
- 3.6 The Contractor warrants to the Authority and to any Replacement Contractor that as at the date of expiry or earlier termination of the Contract (or such relevant part of the Contract):
- 3.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;
 - 3.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
 - 3.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority and any Replacement Contractor.
- 3.7 From the earlier of:
- 3.7.1 the date falling 6 calendar months before the date of expiry of this Contract; or
 - 3.7.2 if the Contract is terminated by either Party in accordance with **Clause 32** or by the Authority in accordance with **Clause 31**, the date of the relevant termination notice; or
 - 3.7.3 if either Party refers a dispute to adjudication in accordance with **Clause 76.6**, the date of such referral,
- the Contractor will not and will procure that its Sub-Contractors will not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
- 3.7.4 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List and/or any Re-Transferring Personnel (save for any termination by reason of gross misconduct, provided that the Authority is informed promptly of any such termination);
 - 3.7.5 deploy or assign any other person to perform the Services who is not included on the most recent Staff List;

- 3.7.6 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List and/or any Re-Transferring Personnel;
 - 3.7.7 increase to any significant degree the proportion of working time spent on the Services by any of the Contractor's Personnel; or
 - 3.7.8 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment or engagement) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.
- 3.8 The Contractor will and shall procure that any Sub-Contractor will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the period referred to in **paragraph 3.7** regardless of when such notice takes effect.
- 3.8.1 For the avoidance of doubt, the Contractor confirms that the Authority will be permitted to disclose any information provided to it under this **paragraph 3** in anonymised or pseudonymised form (where required by Data Protection Laws) to any person who has been invited to tender for the provision of the Services (or similar services) or any part of the Services and to any third party engaged by the Authority to review the delivery of the Services and to any Replacement Contractor.

4. **TRANSFER OF EMPLOYEES ON EXPIRY OR TERMINATION OR APPOINTMENT OF A REPLACEMENT CONTRACTOR**

- 4.1 If TUPE applies on the expiration or termination of this Contract (in whole or in part) and/or a change in the Scope and/or the appointment of a Replacement Contractor, the following will apply:
- 4.1.1 The contracts of employment and/or engagement of each member of the Re-Transferring Personnel will have effect (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance **paragraph 5** below) from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Contractor (as appropriate).
 - 4.1.2 During the period commencing on the earlier of:
 - 4.1.2.1 the date falling 6 calendar months before the Further Transfer Date; or
 - 4.1.2.2 if the Contract is terminated by either Party in accordance with **Clause 32** or by the Authority in accordance with **Clause 31**, the date of the relevant termination notice,

and ending on the Further Transfer Date (the "**Pre-Further Transfer Period**") the Contractor will:

- a) provide the Authority or Replacement Contractor (as appropriate) with access to such employment and personnel records as the Authority or Replacement Contractor (as appropriate) may reasonably require to put in place the administrative arrangements for the transfer of the contracts of employment and/or engagement of the Re-Transferring Personnel to the Authority or Replacement Contractor (as appropriate);
- b) allow the Authority or Replacement Contractor (as appropriate) to have copies of any of the documents referred to in **paragraph 4.1.2.2a**);
- c) provide all original employment and/or engagement records relating to the Re-Transferring Personnel to the Authority or Replacement Contractor (as appropriate) in accordance with Data Protection Laws;
- d) co-operate with the Authority and any Replacement Contractor (and any of its/their sub-contractors) in the orderly management of the transfer of employment or engagement of the Re-Transferring Personnel which may include;
- e) re-allocate the time spent on the Services by any person on the Staff List, in each case before the Further Transfer Date (so that they are or are not (as required by the Authority and/or following discussion with the Contractor) then Re-Transferring Personnel) provided that where the role of any such person would otherwise become fragmented between two (or more) employers on the Further Transfer Date and, in the reasonable opinion of the Authority or the Replacement Contractor, such fragmentation would not be practically workable for reasons that the Authority or the Replacement Contractor shall explain to the Contractor before the Further Transfer Date and/or would result, or would reasonably be considered to result in the worsening of working conditions of that person or adversely impact upon the protection afforded to that person by TUPE; and/or
- f) permit the Authority and/or Replacement Contractor upon reasonable request to consult with the Re-Transferring Personnel or their representatives before the Further Transfer Date in relation to measures connected to the transfer of their employment or engagement (or any part thereof).

4.1.3 If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Contractor will procure such Sub-Contractors provide the Authority and/or Replacement Contractor (as appropriate) with the same level of access, co-operation and information.

4.1.4 The Contractor warrants to each of the Authority and the Replacement Contractor (as applicable) that as at the Further Transfer Date no Re-Transferring Personnel (except where the Contractor has notified the Authority and the Replacement Contractor (if appointed) in writing to the contrary) to the Contractor's knowledge:

- 4.1.4.1 is under notice of termination;
- 4.1.4.2 is or is likely to be on Long-Term Sick Leave as at the Further Transfer Date;
- 4.1.4.3 is on maternity, shared parental, parental or adoption leave;
- 4.1.4.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;
- 4.1.4.5 is entitled or subject to any additional terms and conditions of employment and/or engagement other than those disclosed to the Authority or Replacement Contractor (as appropriate);
- 4.1.4.6 is or has been within the previous two years the subject of formal disciplinary proceedings;
- 4.1.4.7 has received a written warning (other than a warning that has lapsed);
- 4.1.4.8 has taken or been the subject of a grievance procedure within the previous two years; or
- 4.1.4.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment or engagement (or part thereof) transferring to the Authority or Replacement Contractor (as appropriate) under TUPE.

4.1.5 The Contractor undertakes to each of the Authority and any Replacement Contractor (as appropriate):

- 4.1.5.1 that it will (and will procure that its Sub-Contractors) continue to perform and observe all of its obligations and those of any of its predecessors under or in connection with the contracts of employment or engagement of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;
- 4.1.5.2 to pay to the Re-Transferring Personnel all Employment Costs and any other sums to which they are entitled from

the Contractor and/or any Sub-Contractor up to the Further Transfer Date (regardless of when such sums fall due) including, without limitation, all wages and salaries, sick pay, maternity pay, shared parental leave pay, any liability to taxation, expenses, accrued bonus, commission and other sums payable in respect of any period up to the Further Transfer Date;

4.1.5.3 to pay to the Authority or the Replacement Contractor (as appropriate) within seven (7) days of the Further Transfer Date any apportioned sum in respect of Employment Costs as set out in **paragraph 4.1.6**; and

4.1.5.4 to comply (and to procure that its Sub-Contractors comply) in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Replacement Contractor (as appropriate) such information as the Authority or Replacement Contractor may request in order to verify such compliance.

4.1.6 In respect of the Re-Transferring Personnel the Parties agree that all Employment Costs will be apportioned on a time basis (regardless of when such sums fall to be paid) as follows:

4.1.6.1 up to 23:59 on the date immediately preceding the Further Transfer Date the Contractor (and/or its Sub-Contractors) will be responsible for any Employment Costs;

4.1.6.2 from 00:00 on the Further Transfer Date and thereafter the Authority and/or Replacement Contractor (as appropriate) will be responsible for the Employment Costs (to the extent that such Employment Costs relate to the Re-Transferring Personnel's contract of employment or engagement, or part thereof, that transfers to the Authority or Replacement Contractor),

except that there will be no apportionment in respect of the Re-Transferring Personnel's holiday entitlements.

4.1.7 The Contractor will indemnify, keep indemnified and hold harmless each of the Authority and any Replacement Contractor (and/or its or their sub-contractor(s)) from and against all Employment Losses which the Authority and/or the Replacement Contractor (and/or its or their subcontractor(s)) (as appropriate) incurs or suffers arising directly or indirectly out of or in connection with:

4.1.7.1 any failure by the Contractor and/or its Sub-Contractors to comply with its obligations under this **paragraph 4.1**;

- 4.1.7.2 any act or omission (whether alleged or actual) by or on behalf of the Contractor (and/or any of its Sub-Contractors) in respect of any person who is or was employed or engaged by it, except in the case of the Re-Transferring Personnel where the Contractor's indemnity will only apply in respect of such employees or workers insofar as and to the extent that any such act or omission occurred on or before the Further Transfer Date or was undertaken by, on behalf or at the instruction of the Contractor or its Sub-Contractors;
- 4.1.7.3 any failure by the Contractor (and/or its Sub-Contractors) to comply with any of its/their obligations under TUPE (including Regulations 11 and 13 of TUPE) (except to the extent that such failure arises from a failure by the Authority or the Replacement Contractor to comply with Regulation 13(4) of TUPE); and/or
- 4.1.7.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Transfer of Provision to the Further Transfer Date;
- 4.1.7.5 any claim or demand or other action taken against the Authority and/or Replacement Contractor (and/or its or their subcontractors) by any person employed or engaged by the Contractor (or its Sub-Contractors) (other than Re-Transferring Personnel) who claims (whether correctly or not) that the Authority and/or Replacement Contractor (and/or its/their sub-contractors) has or should have inherited any liability from the Contractor (and/or its Sub-Contractors) in respect of any person by virtue of TUPE; and/or
- 4.1.7.6 any claim or demand or other action taken against the Authority and/or any Replacement Contractor (and/or its/their sub-contractors) by any Re-Transferring Personnel who continues to be employed or engaged in part by the Contractor (and/or its Sub-Contractors) after the Further Transfer Date, and in each case which arises directly or indirectly out of or in connection with that continued employment or engagement and/or its termination.

For the avoidance of doubt, the Contractor shall have full liability under this **paragraph 4.1.7** to the extent that it is held or alleged that: (a) the contract of employment or engagement as at immediately prior to the Further Transfer Date of any of the Re-Transferring Employees does not transfer in its entirety

to the Authority and/or any Replacement Contractor (and/or its/their sub-contractors) and/or (b) liability for any such contract of employment or engagement of any such Re-Transferring Employees does not transfer in its entirety to the Authority and/or any Replacement Contractor (and/or its/their sub-contractors).

4.2 If it is found or alleged that the current or former employment or engagement of any person (or any liabilities in respect of them) other than the Re-Transferring Personnel who are on the Final Staff List transfers in whole or in part to the Authority and/or any Replacement Contractor (and/or any of its or their subcontractor(s)) on or after the Further Transfer Date pursuant to TUPE:

4.2.1 the Contractor shall or shall procure that its Sub-Contractors shall within seven (7) days of becoming aware of that allegation or finding make that person a written offer of employment or engagement to commence immediately on the same terms and conditions as that person was employed or engaged prior to the transfer (actual or alleged), and under which the Contractor or its Sub-Contractor(s) agrees to recognise that person's prior service with the Contractor or its Sub-Contractor (where such person is an employee) and the Authority and/or Replacement Contractor (and/or its or their subcontractors), as appropriate, will give all reasonable assistance requested by the Contractor or its Sub-Contractors to persuade that person to accept the offer;

4.2.2 the Authority and/or the Replacement Contractor (and/or its or their sub-contractor(s)) as applicable may, within 28 days after becoming aware of that finding or allegation, if that person is still an employee of (or engaged by) the Authority and/or the Replacement Contractor (and/or its/their sub-contractors) and has not accepted an offer of employment or engagement with the Contractor or its Sub-Contractor(s), terminate that person's employment or engagement; and

4.2.3 the Contractor shall indemnify and keep indemnified the Authority and/or the Replacement Contractor (and/or its or their sub-Contractor(s)) from and against all Employment Losses which the Authority and/or the Replacement Contractor (and/or its or their subcontractor(s)) may suffer or incur in relation to that termination and/or the employment or engagement of that person up to the date of that termination and any other claim brought by that person in each case provided the Authority and/or the Replacement Contractor (and/or its or their subcontractors) take all reasonable steps to minimise such costs, liabilities and expenses.

4.3 If TUPE does not apply on the expiration or termination of the Contract (whether in whole or part) and/or the appointment of a Replacement Contractor, the Contractor (and/or its Sub-Contractors) will remain responsible for the Contractor's Personnel and/or former Contractor's Personnel and will

indemnify, keep indemnified and hold harmless the Authority and/or any Replacement Contractor (and/or its or their subcontractor(s)) from and against all Employment Losses which the Authority and/or any Replacement Contractor (and/or its or their subcontractor(s)) incurs or suffers arising directly or indirectly out of and/or in connection with the employment or engagement, or termination of employment or engagement, of any of the Contractor's Personnel or former Contractor's Personnel and/or any individual alleging to be a Contractor's Personnel and/or former Contractor's Personnel.

- 4.4 The Contractor will and will procure that its Sub-Contractors will whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract and for six (6) years following the date of expiry or earlier termination of the Contract the Authority and any Replacement Contractor will be given access to and be allowed to consult with any person, consultant or employee who, at that time:

4.4.1 is still an employee, worker or Sub-Contractor of the Contractor or any of the Contractor's associated companies or Sub-Contractors; and

4.4.2 was at any time employed or engaged by the Contractor or its Sub-Contractors in order to provide the Services to the Authority under this Contract or any other applicable contract,

and such access and consultation will be provided free of charge for two (2) years following the date of expiry or earlier termination of the Contract and thereafter be charged at reasonable rates, to be agreed in advance with the Authority, for the time spent by the Contractor (or its Sub-Contractors) and/or its employees or Sub-Contractors on such consultation. The Contractor will further procure that all such persons co-operate with the Authority's requests.

- 4.5 **Clause 63.2.2** shall be amended so that benefits conferred on the Replacement Contractor under this **paragraph 4** shall be directly enforceable by them.

- 4.6 For the purposes of this **paragraph 4**, any reference to the Authority shall also include any member of the TfL Group to which any Re-Transferring Personnel or liability relating thereto does or is alleged to transfer under TUPE. For the avoidance of doubt, any such member of the TfL Group shall be able to enforce the terms of this **paragraph 4** in accordance with **Clause 63.2.2**.

- 4.7 The Contractor will procure that any Sub-Contractor (of any tier) will comply in full with the provisions of this Schedule. Any references to any obligation or act or omission of the Contractor will be deemed to include any such Sub-Contractor.

5. **PENSIONS**

- 5.1 The Contractor will (and will procure that each of its Sub-Contractors) adhere to the requirements of Fair Deal and the Best Value Direction in relation to pensions arrangements for Transferring Staff under this Contract. During the

term of this Contract, the Contractor will (and will procure that each of its Sub-Contractors will) on request by the Authority provide, as soon as reasonably practicable, with such information as is necessary for the Authority to monitor the Contractor's (and its Sub-Contractors') compliance with Fair Deal and the Best Value Direction, including information on the terms and conditions of employment of the Transferring Staff and of new recruits taken on to work on the Services after the Transfer of Provision Date.

- 5.2 Notwithstanding **paragraph 5.1**, the Contractor will (and will procure that each of its Sub-Contractors) ensure that for the period of the employment with the Contractor (or its Sub-Contractors) after the Transfer of Provision Date and during the period of this Contract, the Transferring Protected Staff who opt to join the Contractor's Scheme in accordance with **paragraph 5.3** are offered Appropriate Pension Rights. Notwithstanding any other provisions of this Contract, the Transferring Protected Staff shall have the ability to enforce this requirement against the Contractor.
- 5.3 Prior to the Transfer of Provision Date, the Contractor will (and will procure that each of its Sub-Contractors) invite the Transferring Protected Staff to join the Contractor's Scheme from the Transfer of Provision Date. The invitation must be in a form acceptable to the Authority.
- 5.4 The Contractor will (and will procure that each of its Sub-Contractors will) provide the Transferring Staff who are not the Transferring Protected Staff with pension benefits in accordance with TUPE and/or the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 with effect from the Transfer of Provision Date.
- 5.5 The Contractor will (and will procure that each of its Sub-Contractors will) ensure that any new recruits taken on to work on the Services shall be offered reasonable pension provision in accordance with obligations under Part 1 of the Pensions Act 2008.
- 5.6 The Contractor will provide to the Authority not less than fourteen (14) days before issue or presentation copies of any communication or presentation to be issued or made to the Transferring Staff explaining the pension provision to be made for them on and from the Transfer of Provision Date under this **Schedule 9**. No communication or presentation shall be issued or made without prior reference to the Authority who shall have the right to require amendment within fourteen (14) days of receipt of such copy where in its reasonable opinion the contents of the notice do not accurately reflect the contents of this **Schedule 9** or could be easily misconstrued by a member of the Transferring Staff. The Contractor will take account of all reasonable comments made to it as to the form and content of the communication or presentation concerning the pension arrangements. The Contractor will ensure that any individual charged with communicating the new pension arrangements shall respond to all queries by Transferring Staff in a manner not inconsistent with the agreed communications or presentations.

APPENDIX 1 TO SCHEDULE 9

INFORMATION TO BE PROVIDED IN RESPECT OF THOSE ON THE STAFF LIST

- Amount of time (on a time and percentage basis) spent on the Services (or any part of the Services specified by the Authority) together with any other relevant information requested by the Authority to determine whether such individuals are assigned to the Services (or a part of the Services) within the meaning of TUPE
- Organisational chart and such other information about the organisation of the workforce involved in the Services (and any part thereof) as the Authority may require
- Age
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus (including any retention bonus) and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type - Perm/Temp
- Geographical Area Of Work / Location
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Contributions
 - 1) Employer
 - 2) Employee
 - Including additional information on:
 - who were originally employees of the Authority,
 - who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme,
 - whose employment transferred from the Authority to the Service Provider under TUPE; and
 - who were entitled to broadly comparable benefits under the Current Contractor's Scheme
- Details of the relevant employee representative body or bodies and relevant collective agreements
- Date of Annual Pay Award
- Annual Leave Entitlement
- Contractual Notice Period
- Public Holiday /Concessionary Days Entitlement
- Sickness Entitlement (in 12 month rolling period)
- Salary/wage increases pending
- Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
- Details of any other benefits provided, whether contractual or non-contractual
- Copy of employment contract or applicable standard terms and employee handbook
- Any loans or educational grants
- For those employees who are foreign nationals the country of citizenship, immigration status and all documentation required by law to demonstrate a right to work in the United Kingdom
- Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
- Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought

- Department and place on organisation chart
- Average absence due to sickness
- Training and competency records



TRAFFIC TECHNOLOGY CONTRACT (TTC)

LOT 8 (EIGHT) – CCTV OUT-STATION PAN LONDON

Schedule 10

Exit Plan

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SCHEDULE 10

EXIT PLAN

1. Scope

1.1 This **Schedule 10**:

- (A) sets out the strategy and obligations to be followed by the Parties on the termination (including partial termination) and/or expiry of this Contract to the extent required by the Authority (acting reasonably); and
- (B) requires the Contractor to develop an Exit Plan that will separately account for:
 - (1) the cessation of the Services and the optional removal of any Free Issue Equipment loaned to the Contractor by the Authority and/or any Authority Spares and/or Authority Furnished Assets;
 - (2) the transfer of the Services to the Authority and/or one or more Replacement Contractor(s) (if appropriate/as applicable), which will require the Contractor to support an orderly, controlled transition of responsibility for the provision of the Services and related knowledge and information handover from the Contractor to the Authority and/or one or more Replacement Contractor(s) (if appropriate/as applicable), in accordance with the Exit Plan and/or at the Authority's direction, with the minimum of disruption and so as to prevent or mitigate any inconvenience to the Authority by means of the implementation of the Exit Plan in the following circumstances for termination:
 - (a) cessation of the Services at the expiry of the Initial Term (or any extension thereof);
 - (b) transfer of the Services and any Free Issue Equipment loaned to the Contractor and/or Equipment by the Authority and/or Authority Spares and/or Authority Furnished Assets due to an Insolvency Event;
 - (c) transfer of the Services and any Free Issue Equipment loaned to the Contractor by the Authority or cessation of the Services and the optional removal of the Free Issue Equipment loaned to the Contractor and/or Authority Spares and/or Authority Furnished Assets by the Authority due to Step-In pursuant to **Clause 31**; and
 - (d) transfer of the Services and any Free Issue Equipment loaned to the Contractor by the Authority or cessation of the Services and the optional removal of the Free Issue Equipment loaned to the Contractor and/or Authority Spares and/or Authority Furnished Assets by the Authority due to termination or partial termination of

the Contract pursuant to **Clause 32**.

2. **Exit Strategy and Exit Objectives**

2.1 The Contractor will ensure that the Exit Plan that it prepares in accordance with Good Industry Practice and **paragraph 3.1** reflects and that, without prejudice to the generality of the foregoing, incorporates all relevant parts of the Exit Strategy (as defined in **paragraph 2.3** below), the requirements of **paragraph 5** and deals as a minimum with those areas set out in this **paragraph 2.1** below together with such other provisions as the Contractor deems necessary and/or the Authority requests from time to time including:

- (A) the name and contact details of each Party's representative who will act as the primary point of contact for all exit related matters;
- (B) the timing and process for jointly establishing an exit team of suitably skilled representatives of the Parties to manage the implementation of the Exit Plan ("**Exit Team**"), and replacements thereof including the following information:
 - (1) the name and contact details for each member of the Exit Team and his role (provided that the Exit Team will consist of no more than five (5) representatives from each Party);
 - (2) reporting lines for each member of the Exit Team;
 - (3) liaison lines between the Authority and the Contractor and any Replacement Contractor(s) or Third Party, and the responsibilities of each Party;
 - (4) responsibilities for approval of any relevant documentation and which Party such responsibilities lie with; and
 - (5) escalation processes;
- (C) unless the Parties agree otherwise, the Exit Plan will cover the period commencing on the date a notice of termination is served by either Party in respect of this Contract (the "**Trigger Date**") and ending on the Termination Date, Partial Termination Date, or expiry date (as appropriate) or other such later date as set out in the Exit Plan;
- (D) a project plan detailing the responsibilities of each Party and/or the Replacement Contractor(s) and the timeframes for implementation of each part of the Exit Plan and any milestones that need to be met by the Contractor or the Authority or any Replacement Contractor(s);
- (E) details of the management processes and controls to be used in the Implementation of the Exit Plan;
- (F) a list of the meetings that will take place during the implementation of the Exit Plan. Unless agreed otherwise in writing between the Parties, the Exit Team will meet at least once a week from the Trigger Date;
- (G) a list of the Free Issue Equipment loaned to the Contractor by the Authority, and/or Authority Spares and/or Authority Furnished Assets that are capable of delivery

by leaving such equipment in situ in a safe and secure condition, and any other Equipment that is to be transferred to the Authority or to any Replacement Contractor(s) (including Authority Spares) and including the following information:

- (1) an outline of the process and timeframes for the transfer of the Equipment purchased by the Contractor but not yet installed and fully paid for by the Authority, to the Authority;
 - (2) an outline of the process and timeframes for the purchase by the Authority (at the Authority's option acting in its sole discretion) of any Equipment purchased by the Contractor but not dedicated to any particular Site or Scheme; and
 - (3) the procedure and timeframe for the transfer back of Equipment owned by the Authority or leased to the Contractor by the Authority, if appropriate including Free Issue Equipment, Authority Spares and Authority Furnished Assets;
- (H) a list of the design documents and any other documents that are to be transferred or handed over to the Authority or to any Replacement Contractor(s), including an outline of the process, timeframes and terms of the transfer of the items to the Authority or any Replacement Contractor and the format in which they will be delivered;
- (I) an outline of the procedures for the transfer and/or removal of data from the equipment which is not transferring to the Authority and/or which is the Contractors or any Third Parties and from any other systems and networks of the Contractor or any Third Party including any format the data will be transferred to, if applicable;
- (J) an outline of any special transition provisions relating to the transfer or removal of any software or the transfer or termination of any software licences;
- (K) the procedure and timeframe for the hand back or destruction of any equipment and/or any other documents containing the other Party's Intellectual Property Rights or Confidential Information as expressly required by this Contract;
- (L) a list of all Contractor internal and Third Party support arrangements used in the performance of the Services;
- (M) a list of the Contractor Personnel on an anonymous/grade basis who are or may be involved in the provision of the Services and a summary of their terms of employment;
- (N) a list of all Sub-Contracts or other relevant contracts (if any);
- (O) the procedure, structure and timeframe for training the employees of the Authority and/or any Replacement Contractor(s) as the case may be;
- (P) a list of any and all approvals, consents, licences, permissions, certificates and statutory agreements, permits or authorisations which are necessary, desirable or required by Applicable Law or by any competent authority obtained, or to be obtained by the Contractor for the performance of the

Services, the occupation and use of any premises used in the performance of the Services, the performance of services replacing the Services and/or any other transfer or hand-back envisaged under this **paragraph 2.1**;

- (Q) a full list of the information relevant to the Contractor's provision of the Services including volumes processed, data volumes stored, performance against the SLIs, Performance Measures, Maintenance statistics and Fault statistics; and
- (R) any other information and/or actions pertaining to the Exit Plan and/or required by the Authority to ensure a smooth and timely transfer to the Authority or any Replacement Contractor(s) as the case may be.

2.2 The Contractor will ensure it follows the Exit Strategy, incorporates the requirements of **paragraph 2.1** above, **paragraph 5** and the following objectives (together, the "**Exit Objectives**") when and in producing, updating and implementing the Exit Plan:

- (A) the purpose of the exit process is to enable the Contractor to cease supplying the Services, or part thereof, and for any Replacement Contractor(s) and/or the Authority to perform equivalent (or similar) services;
- (B) the Contractor will provide such assistance and information to the Authority and/or any Replacement Contractor(s) as necessary to enable as efficient and effective a transfer of service as possible;
- (C) any relevant data will be presented in a reasonable format that is capable of being utilised by the Authority and/or any Replacement Contractor(s);
- (D) the Contractor will ensure that any relevant data is not compromised during the exit process;
- (E) the Contractor will not impose any barriers or restrictions to the smooth transition of the Services to any Replacement Contractor(s) and/or the Authority and, where charges are permissible and agreed by the Authority, will minimise the costs of such transition;
- (F) the Contractor will ensure the timely development and agreement of plans describing exit activity, and compliance with these plans;
- (G) the Contractor will participate in planning and co-ordinating and will co-operate with the Authority, other Contractors and any Replacement Contractor(s) as required; and
- (H) the Contractor will continue to perform the Services during the exit process without disruption or deterioration of the Services and in accordance with this Contract.

2.3 The initial exit strategy is set out in **Annex A** to this **Schedule 10** (the "**Exit Strategy**").

2.4 The Contractor will revise the Exit Strategy from time to time throughout the Term to take into account changing technologies and any changes to the scope or nature of the Services and any other relevant Change, subject to the approval by the Authority.

- 2.5 The Contractor will make such amendments to the Exit Strategy as the Authority may require from time to time.

3. **Development and Review of the Exit Plan**

- 3.1 As a deliverable of the Mobilisation Plan, the Contractor will (at no cost to the Authority) prepare an exit plan during the Mobilisation Period and submit it to the Authority for approval within three (3) months of the Contract Commencement Date (the "**Exit Plan**"). Once all amendments to the Exit Plan requested by the Authority have been incorporated by the Contractor, and the Exit Plan is approved by the Authority and signed on behalf of both Parties, the Exit Plan will become part of, and incorporated into, this Contract.

- 3.2 The Contractor will ensure that the Exit Plan deals as a minimum with those areas set out in the Exit Strategy, and those areas set out in **paragraphs 2.1 and 5** of this **Schedule 10** to the maximum level of detail as it is reasonably possible to determine at the time of preparation of the Exit Plan, together with such other provisions as the Contractor deems necessary or the Authority may request from time to time in relation to expiry or termination or partial termination of this Contract.

- 3.3 The Contractor will (at no cost to the Authority), on a six-monthly basis starting at the Works Commencement Date and at any other time the Authority or the Contractor deems necessary throughout the Term:

- (A) review and revise the Exit Plan to take into account changing technologies and any changes to the scope or nature of the Services, including any changes agreed pursuant to the Contract;
- (B) inform the Authority of the outcome of any review of the Exit Plan and identify any necessary updates; and
- (C) agree with the Authority the scope and detail of any necessary revisions to the Exit Plan and will promptly and in any event within three (3) Business Days submit such revised Exit Plan to the Authority for written approval.

- 3.4 Without limitation to the generality of the foregoing, the Contractor will promptly make all and any such amendments to the Exit Plan as the Authority may require from time to time. The Contractor will bear the full cost of preparing, revising and updating all versions of the Exit Plan.

- 3.5 The Contractor will promptly implement the approved Exit Plan in accordance with its terms on the termination and/or expiry of the Contract and each partial termination, if applicable.

4. **Disclosure of Exit Documents**

The Contractor agrees that, notwithstanding any of the Authority's obligations of confidentiality under this Contract, the Authority may at any time disclose (without any liability whatsoever to the Contractor) the Exit Strategy, Exit Plan and/or any documentation resulting from the activities described in this **Schedule 10** to the Replacement Contractor(s) and/or to Third Parties who are tendering or involved in the tendering process to take over provision of the Services or substantially similar

services on termination, partial termination and/or expiry of this Contract or the Framework Term.

5. **Contents of the Exit Plan**

5.1 Without prejudice to **paragraph 3** of this **Schedule 10**, the Contractor will ensure that the Exit Plan will contain all detail necessary to effect a smooth and orderly termination or partial termination of the Services and hand-over to the Authority and/or any Replacement Contractor(s), and will, without prejudice to the generality of the foregoing:

- (A) set out the respective obligations of the Parties and applicable timescales;
- (B) document details of any work in progress the Contractor will deliver to the Authority or any Replacement Contractor(s) on the expiry or termination of the Contract or on partial termination;
- (C) document the levels of resources employed by the Contractor in the provision of the Services in the previous year including the numbers and grades of all Contractor Personnel employed in the provision of the Services, in accordance with the level of detail required pursuant to **Clause 26** (Contractor Personnel), and any accommodation occupied by the Contractor or any of its Sub-Contractors or agents to the extent they are involved in the provision of the Services;
- (D) document details of any and all Contractor Personnel to transfer in accordance with TUPE (without prejudice to **paragraph 3** of **Schedule 9**, including the provision of Staffing Information and the Final Staff List, as defined in Schedule 9);
- (E) include the names of the Key Personnel;
- (F) document each of the Contractor's, the Authority's and the Replacement Contractor's responsibilities for the provision of the Services commencing on the Trigger Date:
 - (1) up to the Termination Date, date of partial termination or expiry of the Contract or expiry of the Initial Term;
 - (2) on the Termination Date, date of partial termination or expiry of the Contract or expiry of the Initial Term;
 - (3) during any parallel running of the Services by the Contractor and the Replacement Contractor(s) (if relevant); and
 - (4) after the Termination Date, date of partial termination or expiry of the Contract or expiry of the Initial Term;
- (G) include details of the Parties' respective responsibilities and obligations during preparation for the transfer of:

- (1) any relevant Equipment and all associated warranties and guarantees, including any Free Issue Equipment loaned to the Contractor by the Authority, Authority Spares and Authority Furnished Assets;
 - (2) Sub-Contracts;
 - (3) any relevant data requested by the Authority;
 - (4) any required consents from Third Parties;
 - (5) operational documentation including Equipment specification documentation and manuals;
 - (6) software licences including any escrow provisions; and
 - (7) all keys for Installed Equipment;
- (H) include a detailed service and equipment transfer plan in respect of either:
- (a) the hand-over of the:
 - (i) Maintenance;
 - (ii) Capital Works; and
 - (iii) any Free Issue Equipment loaned to the Contractor by the Authority, any Authority Spares and Authority Furnished Assets,

to the Authority and/or any Replacement Contractor(s) as directed by the Authority, or
 - (b) the:
 - (i) winding-down and cessation of the Services (as the case may be); or
 - (ii) sale and/or removal of any Free Issue Equipment loaned to the Contractor by the Authority and/or any Authority Spares and/or Authority Furnished Assets (or parts thereof),

as instructed by the Authority;
- (I) include the timetable for the transfer of the Services which will include:
- (1) the transfer and cut-over milestones (being the points at which the Services or parts thereof transfer from the Contractor to the Authority and/or any Replacement Contractor(s)), identifying dates, events, and criteria to be met for completion of the transfer;
 - (2) the order of priority for transfer of the Services or parts thereof transfer from the Contractor to the Authority and/or any Replacement Contractor(s)), including where such transfer will be phased over a period of time;

- (3) dependencies on the Authority, the Contractor, any Replacement Contractor(s) and/or Third Parties;
 - (4) the timing as to when the Authority and any Replacement Contractor(s) will review data relating to the Services and Installed Equipment (if relevant);
 - (5) the timing of the knowledge transfer and training of the employees of the Authority and/or any Replacement Contractor(s);
 - (6) the timing for transfer of Contractor Personnel and related activities; and
 - (7) the obligations and related timings of Third Parties who will need to be involved in the transfer of the Services and equipment (including the Equipment, Authority Spares, Authority Furnished Assets and/or Free Issue Equipment, where applicable);
- (J) document the key activities to be undertaken during exit including:
- (1) the arrangements for continuing provision of the Services in accordance with this Contract;
 - (2) handing over to the Authority all Free Issue Equipment loaned to the Contractor by the Authority and/or Equipment required by the Authority, Authority Spares and/or Authority Furnished Assets, documentation, software, software licences, configuration information, manuals, procedure documentation, associated warranties and guarantees, and any other similar items used or produced during the course of the provision of the Services by the Contractor;
 - (3) subject to the provisions of **paragraph 7.2** of this **Schedule 10**, an outline of knowledge transfer and any training of the Authority's or any Replacement Contractor's and/or Authority's employees required to effect an orderly and successful transition of the Services;
 - (4) an outline of the transition provisions relating to the transfer of Third Party contracts;
 - (5) procedures and timeframe for the hand-back or destruction of documents and equipment containing each Party's Intellectual Property Rights (with destruction only to be at the Authority's express written consent in relation to the Authority's Intellectual Property Rights);
 - (6) subject to the provisions of **paragraph 7.1** of this **Schedule 10**, arrangements which the Contractor proposes for the Authority and/or any Replacement Contractor(s) continuing to use the Contractor's Premises, covering access, security, space to be used, any modifications to be made to the Contractor's Premises to allow their continued use;
 - (7) the arrangements for hand-over or hand-back of any premises other than the Contractor's Premises;

- (8) the arrangements for transfer of any Contractor Personnel including communications, briefing and negotiation;
 - (9) any contracts which will be novated from the Contractor to the Authority and/or any Replacement Contractor(s) (including any escrow agreements);
 - (10) preparation and testing of Data checking, verification, cleansing, review, quality analysis and assurance, integrity and migration programs; and
 - (11) arrangements for sharing Data to enable parallel running and/or testing by the Replacement Contractor(s);
- (K) set out the timescales for such activities and details of the Contractor Personnel who will carry out the activities listed in **paragraph 5.1(L)** and any other necessary resources;
- (L) detail the documentation to be prepared and made available by the Contractor during exit including without limitation:
- (1) Data on Contractor Personnel as defined by, and constrained by, TUPE and/or other employment or privacy legislation;
 - (2) status of Third Party software covering supplier, version, upgrade status and any escrow agreements;
 - (3) Equipment warranties and guarantees;
 - (4) Equipment manuals;
 - (5) process and procedure documentation;
 - (6) other items relating to the provision of the Services;
 - (7) details of any Services in progress and how handover will be dealt with;
 - (8) the list of all required consents to effect a smooth and orderly termination of the Services or hand-over to the Replacement Contractor(s) as the case may be;
 - (9) the list of Sub-Contracts or other contracts relating to the provision of the Services and any other Relevant Contracts which may be assigned, transferred or novated in accordance with **paragraph 6** below;
 - (10) full copies of all Sub-Contracts which will be novated to the Replacement Contractor(s), together with all relevant reference and operational documentation;
 - (11) the list of all of the Contractor's internal and Third Party support arrangements used in the operation and delivery of the Services and any Sub-Contracts which are not to be novated to the Replacement Contractor(s) under **paragraph 5.1(L)(9)** to the extent such

arrangements are not covered by **paragraphs 5.1(L)(J)(3) and 5.1(L)(10)** of this **Schedule 10**; and

- (12) any other information or action reasonably required by the Authority to ensure a smooth and timely transfer to the Authority or the Replacement Contractor(s) as the case may be; and
- (M) if the Authority has exercised its rights of Step-In in accordance with **Clause 31** which is continuing at the Termination Date, date of partial termination or expiry of the Contract or of the Initial Term, include an explanation as to how this impacts each of the points referred to above in paragraphs (A) to (L).

6. Assignment/Novations/Transfers of Relevant Licences and Agreements

- 6.1 The Contractor will, subject to the provisions of **Clause 44** (Intellectual Property Rights), procure that, if notified by the Authority that the Contractor should do so, after the Trigger Date and on or prior to the Termination Date, Partial Termination Date or the expiry date (as appropriate) (the relevant date in each case being the “**End Date**”) assign each of the Sub-Contracts and any other contracts relating to the provision of the Services entered into by the Contractor.
- 6.2 Upon receipt from the Contractor of all required Third Party consents in respect of a Sub-Contract or a contract relating to the provision of the Services entered into by the Contractor or software licence to which **paragraph 6.1** applies (a “**Relevant Contract**”), the Contractor will, as soon as reasonably practicable, assign, transfer or novate the Relevant Contract to which the Third Party consent relates to the Replacement Contractor(s) and/or the Authority, as the Authority may direct (the date from which such assignment, novation or transfer becomes effective being the “**RC Transfer Date**”).
- 6.3 Until such time as it can be assigned, novated or transferred pursuant to **paragraph 6.2**, in respect of each Relevant Contract:
 - (A) **the Contractor** will hold the rights and benefits under the Relevant Contract in trust for the Authority and/or the relevant Replacement Contractor(s) absolutely from the End Date until such Third Party consent is obtained and the Relevant Contract is so assigned, transferred or novated (the date from which each such holding of rights and benefits on trust becomes effective being the “**RC Trust Date**”). The Contractor will, whilst so holding the rights and benefits under the Relevant Contract in trust as aforesaid, in the performance of its obligations and the exercise of its rights under the Relevant Contract, seek and act at all times in accordance with the instructions of the Authority in order to secure the performance of the Relevant Contract and will deliver to (or will procure that there is delivered to) the Authority, as soon as practicable following receipt by the Contractor, any notice or other document concerning or relating to the Relevant Contract; and
 - (B) the Authority or the Replacement Contractor will, as the Contractor's agent, perform all the obligations of the Contractor under such Relevant Contract subject to such co-operation from the Contractor as may be requested by the Authority (the date from which the performance commences being the “**RC**

Agency Date").

6.4 If:

- (A) the Contractor holding a Relevant Contract on trust for the benefit of the Authority or the Replacement Contractor(s) would result in the breach of the Relevant Contract; or
- (B) any Third Party consent is not obtained by the End Date,

then the Relevant Contract will be deemed to have not been transferred to the Authority (and/or such Replacement Contractor) and, in either case, the Parties will make such other reasonably practicable arrangements between themselves which will, without (in the case of **paragraph 6.4(A)** above) giving rise to such a breach, and so far as is practicable, secure rights for the Authority and/or the relevant Replacement Contractor(s) equivalent to those it would have enjoyed had the benefit of the Relevant Contract been transferred to it and for relieving the Contractor from all liability under the Relevant Contract with effect from the End Date.

6.5 Notwithstanding any other provision of this Contract or any document effecting any assignment, novation or transfer in accordance with this **Schedule 10**, the Authority and the Replacement Contractor(s) will not have any liability for any Losses of the Contractor in each case arising out of or in connection with any failure or delay in performing, or negligent performance or non-performance of the Contractor's obligations under the Relevant Contracts prior to the relevant RC Agency Date and/or the RC Transfer Date (as applicable) to perform any of its obligations thereunder.

6.6 The Contractor will indemnify the Authority and the relevant Replacement Contractor(s) (as applicable) against the Losses suffered or incurred by the Authority and the relevant Replacement Contractor(s) in each case arising out of or in connection with any failure or delay in performing, or negligent performance or non-performance of the Contractor's obligations under the Relevant Contracts by the Contractor prior to the RC Transfer Date or RC Agency Date (as appropriate). Replacement Contractor(s) will have the right to enforce the terms of this **paragraph 6**.

6.7 The Authority will indemnify the Contractor against the Losses suffered or incurred by the Contractor in each case arising out of or in connection with any failure or delay in performing, or negligent performance or non-performance of the Contractor's obligations under the Relevant Contracts to the extent that such term or obligation is undertaken by the Authority or any Replacement Contractor(s) (as applicable) pursuant to paragraph 6.3 from the relevant RC Agency Date until such date (if any) as the sub-contracting or holding on trust ceases to be effective in accordance with **paragraph 6.4** provided that:

- (A) the Authority will be entitled to assume conduct of the defence of each such claim;
- (B) the Contractor will not, without the prior written consent of the Authority, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened action in respect of which indemnification may be

sought under this **paragraph 6.7**; and

- (C) the Contractor provides all information reasonably required by the Authority in connection with the defence of each such claim.

7. Employees and Training

- 7.1 Within ten (10) Business Days after the Trigger Date, the Authority will specify those Contractor Personnel that it requires to remain based on the Contractor Premises and to continue to be engaged in the provision of the Services during the remainder of the Term, provided that the Authority will only specify the maximum number of Contractor Personnel that it determines (acting reasonably) are required to provide the Services during this time.
- 7.2 The Contractor will not engage those Contractor Personnel that the Authority specifies in accordance with **paragraph 7.1** in the provision of any other services other than the Services provided to the Authority under this Contract for the remainder of the Term.

8. Continued Performance

Except as otherwise expressly specified in this **Schedule 10**, the Contractor will at all times during exit continue to perform its other obligations, including in respect of the achievement of the Service Level Indicators and accrual of Service Failure Points, pursuant to the provisions of this Contract.

9. Termination Services

General

- 9.1 During the period between a Trigger Date and the Termination Date, or Partial Termination Date, as applicable (the "**Termination Assistance Period**") or such shorter period as the Authority may require, the Contractor will continue to provide the Services (as applicable) and will, at the request of the Authority pursuant to **paragraph 9.6**, provide the services and activities to be performed by the Contractor as required by the Authority pursuant to the Exit Plan (the "**Termination Services**").
- 9.2 The costs of providing these Termination Services, if any, will be as stated at **paragraph 11** below.
- 9.3 During the Termination Assistance Period, the Contractor will, in addition to complying with the Exit Plan, and providing the Services and the Termination Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption following the termination or expiry of this Contract and/or Initial Term and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or the Replacement Contractor(s).
- 9.4 During the Termination Assistance Period, the Services and the Termination Services will be provided at no detriment to the Service Levels.
- 9.5 The Parties acknowledge that the migration of the Services from the Contractor to the Authority and/or the Replacement Contractor(s) may be phased, as required by

the Authority, such that certain of the Services are handed over before others and, where possible, this will be set out in the Exit Plan.

Notification of Requirements for Termination Services

- 9.6 The Authority will be entitled to require the provision of Termination Services by notifying the Contractor in writing ("**Termination Assistance Notice**"). The Termination Assistance Notice will specify the:
- (A) date from which Termination Services are required which will be no earlier than six (6) months prior to expiry of this Contract or from the date of service of notice by either Party to terminate, as the case may be;
 - (B) the nature of the Termination Services required; and
 - (C) the period during which it is anticipated that Termination Services will be required which will continue no longer than the Termination Date.
- 9.7 The Authority will have an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension will not extend for more than six (6) months after the date the Contractor ceases to provide the Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it will notify the Contractor to such effect no later than twenty-one (21) days prior to the date on which the provision of Termination Services is otherwise due to expire. The Authority will have the right to terminate its requirement for Termination Services by serving not less than twenty-one (21) days' written notice upon the Contractor to such effect.

Termination Obligations

- 9.8 The Contractor will at all times comply with all of its obligations contained in the Exit Plan and this **Schedule 10** (as applicable).
- 9.9 At the end of the Termination Assistance Period (or earlier if this does not adversely affect the Contractor's performance of the Services and the Termination Services and its compliance with the other provisions of this **Schedule 10**):
- (A) unless stated to the contrary in the Exit Plan, the Contractor will return to the Authority and then erase from any computers, storage devices and storage media that are to be retained by the Contractor after the end of the Termination Assistance Period any and all software belonging to or licensed to the Authority and TfL Group data, and confirm in writing to the Authority that it has done so;
 - (B) the Contractor will return to the Authority such of the following as is in the Contractor's possession or control:
 - (1) all copies of the software belonging to or licensed to the Authority and any other software licensed by the Authority to the Contractor under this Contract where such licences are to extend beyond termination;
 - (2) all materials created by the Contractor under this Contract, the Intellectual Property Rights in which are owned by the Authority;
 - (3) any items that have been on-charge to the Authority, such as

consumables;

- (4) the Contractor will transfer all TfL Group data (in complete, uncorrupted form) in its possession or control to the Authority save to the extent (and for the limited period) that such data is required for the purposes of providing any services to the Authority under this **Schedule 10** or the Exit Plan;
- (5) the Contractor will vacate any Sites; and
- (6) all Confidential Information of the Authority and will certify that it does not retain the Authority's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Contractor for the purposes of providing any Services or Termination Services.

9.10 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Authority to the Contractor in relation to the Services will be terminated with effect from the end of the Termination Assistance Period.

Scope of the Termination Services

9.11 The Termination Services will be those services set out in the relevant Exit Plan which the Authority selects the Contractor to perform (as confirmed in writing). Even if not already provided for in the Exit Plan, the Termination Services to be provided by the Contractor will include such of the following services as the Authority may specify in writing:

- (A) notifying its Sub-Contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
- (B) providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Authority and/or any Replacement Contractor(s) after the end of the Termination Assistance Period;
- (C) providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Termination Services;
- (D) with respect to work in progress as at the end of the Termination Assistance Period, documenting the current status and stabilising for continuity during transition;
- (E) in relation to Maintenance, providing the Authority with any problem and incident logs which have not previously been provided to the Authority;
- (F) providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re writing and implementing these during and for a period of twelve (12) months after the Termination Assistance Period;
- (G) providing assistance and expertise as necessary to examine all relevant roles

and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;

- (H) agreeing with the Authority a hand-over plan for all of the Contractor's responsibilities. The Contractor will co-operate fully in the execution of the agreed plan, providing skills and expertise of a suitable standard;
- (I) in respect of Installed Equipment where Maintenance has been provided, providing historical performance Data for the previous twelve (12) months;
- (J) answering all reasonable questions from the Authority and/or its Replacement Contractor(s), if any, regarding the Services;
- (K) providing information and documentation relating to the Services that are in the possession or control of the Contractor or its Sub-Contractors (and the Contractor agrees and will procure that its Sub-Contractors do not destroy or dispose of that information) including providing the Authority with the right to take reasonable copies of that material for itself and its Replacement Contractor(s); and
- (L) following reasonable notice and during the Contractor's normal business hours, access to members of the Contractor Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Contractor or its Sub-Contractors by the Authority and/or any Replacement Contractor(s).

Disputes Relating to Termination Services

- 9.12 Where there is any dispute between the Parties regarding the manner in which the Termination Services are to be performed, such dispute will be resolved in accordance with the Dispute Resolution Procedure.

10. Knowledge Transfer

- 10.1 During the Termination Assistance Period, the Contractor will:

- (A) transfer all training material and provide appropriate training to those Authority and/or the Replacement Contractor(s) staff responsible for internal training in connection with the provision of the Services;
- (B) transfer to the Authority and/or the Replacement Contractor(s) all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and
- (C) provide the Authority and/or the Replacement Contractor(s) with access to such members of the Contractor Personnel or its Sub-Contractors' personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Contractor or its Sub-Contractors.

- 10.2 To facilitate the transfer of knowledge from the Contractor to the Authority and/or its Replacement Contractor(s), the Contractor will provide a detailed explanation of the procedures and operations used to provide the Services, the change management

process and other standards and procedures to the operations personnel of the Authority and/or the Replacement Contractor(s).

11. Charges

11.1 In relation to all assistance and services (whether Termination Services or otherwise) provided by the Contractor pursuant to this **Schedule 10** and the Exit Plan:

- (A) such assistance and services will be free of charge in the event of termination by the Authority in accordance with **Clauses 32.1, 32.2** and/or **32.4.2** (save that in relation to **Clause 32.4.2**, **Clause 35** will apply and the Contractor will be entitled to certain charges relating to exit as set out in **Clause 35.5**); and
- (B) in all other circumstances than those set out in **paragraph 11.1(A)** above, the Contractor will be entitled to charge for such assistance and services, such charges to be calculated at the Fixed Unit Rates for Maintenance set out in **Schedule 5** or the Schedule of Capital Works Rates for Capital Works set out in **Schedule 6b**, and in the absence of applicable agreed hourly rates, at no more than the Contractor's current standard hourly rates used with its customers at the relevant time.

11.2 Where Charges apply in accordance with **paragraph 11.1(B)** above, during the Termination Assistance Period (or for such shorter period as the Authority may require the Contractor to provide the Termination Services), the Authority will pay such Charges to the Contractor in respect of the Termination Services and any assistance properly provided by the Contractor pursuant to the Exit Plan monthly in arrears upon production of a properly executed invoice in accordance with **Schedule 5** showing the time and monies incurred, and any disputes relating to such Charges will be resolved in accordance with the Dispute Resolution Procedure at **Clause 74**.

ANNEX A TO SCHEDULE 10

Exit Strategy

REDACTED



TRAFFIC TECHNOLOGY CONTRACT (TTC)

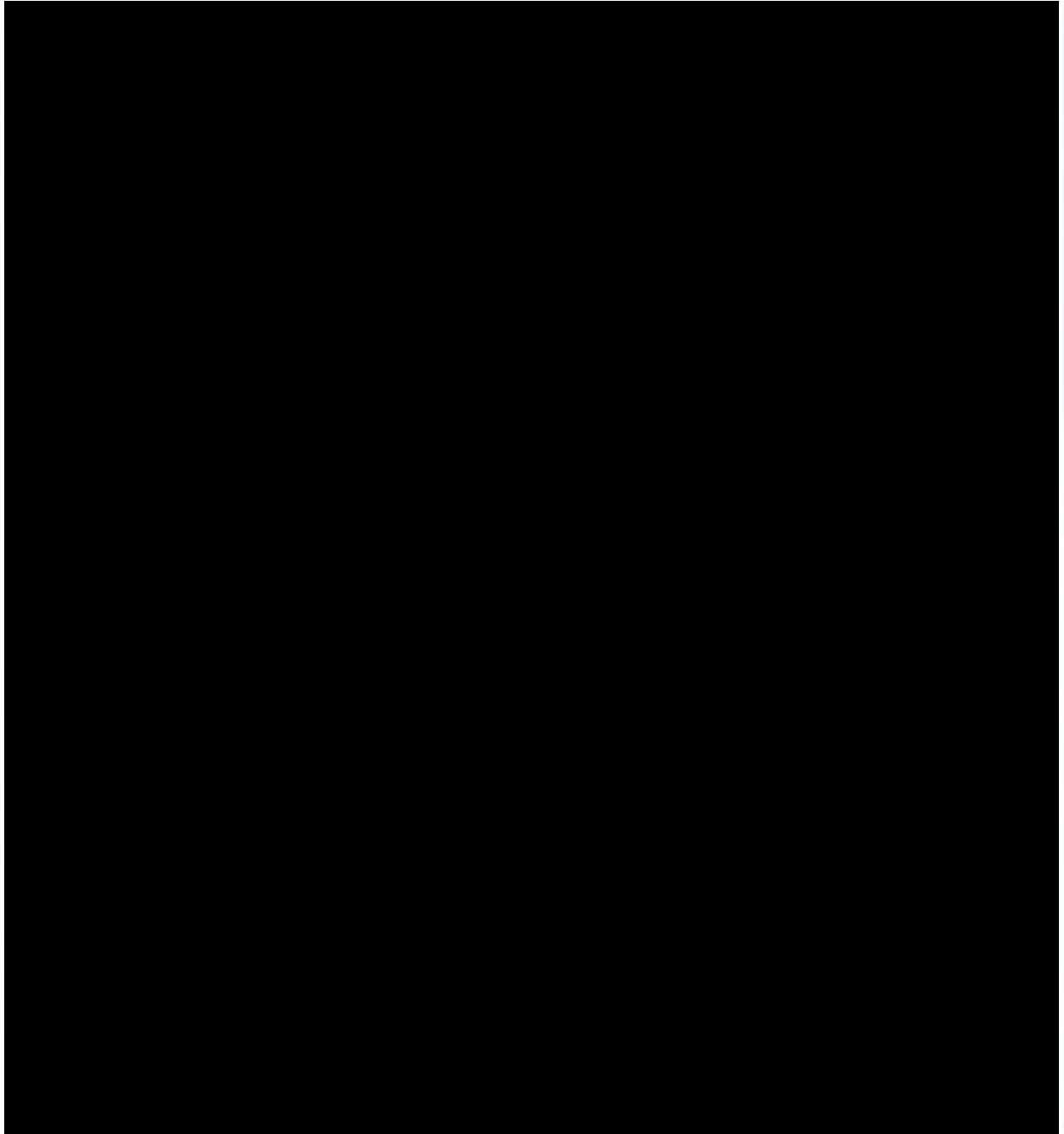
LOT 8 (EIGHT) – CCTV OUT-STATION PAN LONDON

Schedule 11

Permitted Sub-Contractors

SCHEDULE 11

PERMITTED SUB-CONTRACTORS



TRAFFIC TECHNOLOGY CONTRACT (TTC)

LOT 8 (EIGHT) – CCTV OUT-STATION PAN LONDON

Schedule 12

Responsible Procurement

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SCHEDULE 12

RESPONSIBLE PROCUREMENT

Part 1 - Strategic Labour Needs and Training

1. Introduction

1.1 Without prejudice to the other provisions in this Contract relating to the Contractor Personnel, this Schedule 12 sets out the Contractor's obligations in respect of:

- (A) supporting the Authority Group (and third parties nominated by the Authority Group) in the implementation of the Skills and Employment Strategy (as defined below); and
- (B) ensuring that the Contractor attracts, develops and retains the Contractor Personnel with the skills necessary to deliver the Works and Services throughout the Term.

1.2 In this Schedule 12 Part 1, the following terms will have the corresponding meanings:

"Agreed SLNT Plan" means the Contractor's Strategic Labour Needs and Training ("SLNT") plan set out at Appendix 3 (*Initial/Agreed SLNT Plan*) to this Schedule 12 Part 1 to be prepared in accordance with the SLNT Plan Template and approved by the Authority;

"Apprentice" means a member of the Contractor Personnel who is registered as an apprentice or technician with an industry recognised body;

"Implementation Plan" means the plan set out at Appendix 4 (Implementation Plan) of this Schedule 12 Part 1, submitted by the Contractor in accordance with paragraph 2.1(C) below;

"Initial SLNT Plan" means the initial SLNT plan set out at Appendix 3 (*Initial/Agreed SLNT Plan*) of this Schedule 12 Part 1, and to be agreed between the Parties in accordance with paragraphs 2.1 to 2.5;

"Quarterly SLNT Monitoring Report" means the report to be prepared by the Contractor in the form set out at Appendix 5 (*Quarterly SLNT Monitoring Report Template*) to this Schedule 12 Part 1 and submitted to the Authority in accordance with the provisions of paragraph 4 below;

"Relevant Employment Vacancy"		means an employment vacancy within the Contractor's organisation for a member of the Contractor Personnel;
"Skills Employment Strategy"	and	means the Authority Group's ten (10) year skills and employment strategy, as amended from time to time. A copy of the current Skills and Employment Strategy is provided at Appendix 1 (<i>Skills and Employment Strategy</i>) to this Schedule 12 Part 1;
"SLNT ordinator"	Co-	has the meaning set out in paragraph 3.1 below;
"SLNT Infraction"		means any breach by the Contractor of any of its obligations under this Schedule 12 Part 1;
"SLNT Output"		means the minimum number of Apprentice positions or equivalent to be delivered by the Contractor (either directly through its own personnel and the personnel of its sub-contractors) under this Contract, as identified and agreed in the Agreed SLNT Plan;
"SLNT Template"	Plan	means the template for the SLNT Plan set out at Appendix 2 (<i>SLNT Plan Template</i>) to this Schedule 12 Part 1, to be completed by the Contractor; and

2. **Agreed SLNT Plan**

2.1 Based on the Initial SLNT Plan, the Contractor will:

- (A) further develop the Initial SLNT Plan to reflect the comments and requirements of the Authority;
- (B) submit a revised copy of the Initial SLNT Plan to the Authority for approval within twenty (20) Business Days of the Contract Commencement Date; and
- (C) provide an Implementation Plan as contained in **Appendix 4** to this **Schedule 12, Part 1** based on the revised copy of the Initial SLNT Plan within forty (40) Business Days of the Contract Commencement Date.

2.2 If the Initial SLNT Plan is:

- (A) approved by the Authority, it shall be adopted immediately and become the Agreed SLNT Plan; or
- (B) not approved by the Authority, the Contractor will amend the Initial SLNT Plan and re-submit it to the Authority for its approval within the time period agreed in writing between the Parties. If the Authority does not approve the Initial SLNT Plan following its resubmission, the matters preventing such approval will be resolved in accordance with the Dispute Resolution Procedure.

2.3 Without limiting any other provision of this Contract, the Contractor will:

- (A) comply with provisions of the Agreed SLNT Plan; and
- (B) at no additional cost to the Authority and subject to the provisions of **paragraph 2.4** below, review and amend the Agreed SLNT Plan and Implementation Plan every twelve (12) months following the Works Commencement Date or at such other times as requested by the Authority, to reflect:
 - (a) Good Industry Practice;
 - (b) any changes to the nature of the Works or Services or Authority Assets; and
 - (c) any amendments proposed by the Authority.

2.4 Any changes or amendments to the Agreed SLNT Plan shall be subject to the Change Control Procedure and will not be implemented until approved in writing by the Authority.

2.5 In order to facilitate the efficient implementation of the Contractor's SLNT requirements as contained in the Agreed SLNT Plan, the Authority will also require the Contractor to prepare an Implementation Plan as contained in **Appendix 4** to this **Schedule 12 Part 1**. The Implementation Plan will need to be completed ten (10) Business Days prior to the Works Commencement Date

and either be prepared after the Agreed SLNT Plan has been formed or in conjunction with it.

3. **SLNT Co-ordinator**

3.1 Within twenty (20) Business Days of the Contract Commencement Date, the Contractor will nominate a member of Contractor Personnel with the necessary skills and authority to:

(A) be responsible for the implementation and on-going development and maintenance of the Agreed SLNT Plan; and

(B) act as the single point of contact for personnel of the Authority on all matters concerning the Agreed SLNT Plan,

(the "SLNT Co-ordinator").

3.2 The Parties will add the SLNT Co-ordinator to the list of Key Personnel set out **Schedule 9 (Employees and Key Personnel)**.

4. **Monitoring and Reporting**

4.1 Subject to **paragraph 5.1** below, the Contractor will provide the Authority with a Quarterly SLNT Monitoring Report, within ten (10) Business Days of the end of each quarter. This will detail the Contractor's performance against the Agreed SLNT Plan.

4.2 Failure to provide the Authority with a copy of the Quarterly SLNT Monitoring Report within the timescales set out in **paragraph 4.1** above will constitute a failure to meet the acceptable Service Level in accordance with this **Schedule 12**.

4.2 The Contractor will ensure at all times that it complies with the requirements of the Data Protection Act 2018 (as may be amended from time to time) in the:

(A) development and maintenance of training plans; and

(B) collection and reporting of the information to the Authority pursuant to **paragraph 4.1** above.

5. **SLNT Infractions**

5.1 Failure to:

(A) ensure that each SLNT output for the monitoring period is delivered in accordance with Agreed SLNT Plan; and/or

(B) review the Agreed SLNT Plan in accordance with **paragraph 2.3** above, will constitute a material breach of the Contract by the Consultant to meet the acceptable Service Levels in accordance with this **Schedule 12**.

6. **SLNT Audit**

- 6.1 Without prejudice to the Authority's right to carry out audits under this Contract, the Authority may from time to time undertake any audit or check of any and all information regarding the Contractor's compliance with the provisions of this **paragraph 6**.
- 6.2 The Contractor will maintain and retain records relating to the Agreed SLNT Plan and its compliance with the provisions of this **Schedule 12 Part 1** for a minimum of twelve (12) years.
- 6.3 The Authority will use reasonable endeavours to co-ordinate such audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Contractor is not, without due cause, disrupted or delayed in the performance of the Contractor's obligations under this Contract.
- 6.4 The Contractor will promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
- (A) granting or procuring the grant of access to any:
 - (1) premises used in the Contractor's performance of this Contract, whether the Contractor's own premises or otherwise;
 - (2) equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Contractor's obligations under this Contract, wherever situated and whether the Contractor's own equipment or otherwise; and
 - (B) complying with the Authority's reasonable requests for access to senior personnel engaged in the Contractor's performance of this Contract.

SCHEDULE 12, PART 1 - APPENDIX 1

Skills and Employment Strategy

A copy of the TfL Skills and Employment Strategy can be obtained from:

<https://www.tfl.gov.uk/cdn/static/cms/documents/skills-and-employment-strategy.pdf>

A copy of the Transport Infrastructure Skills Strategy can be obtained from:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/495900/transport-infrastructure-strategy-building-sustainable-skills.pdf

A copy of the Transport Infrastructure Skills Strategy (TISS) – Three Years On - can be obtained from:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/953107/stat-three-years-of-progress.pdf

SCHEDULE 12, PART 1 - APPENDIX 2

SLNT Plan Template

Title – SLNT Activity Breakdown

Please complete the following table outlining how you intend to meet your SLNT commitments.

Table 1:

SLNT Activity Area	Priority Output	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Cross Check	
								SLNT Value	SLNT Totals
Apprenticeship Job Starts									
New Entrant - Level 2-3 (FTE)	Y						0	1	0
New Entrant - Level 4+ (FTE)	Y						0	1.5	0
Social Mobility Level 2-3 (FTE)	Y						0	1	0
Social Mobility Level 4+ (FTE)	Y						0	1.5	0
Existing Employee Level 2-3 (FTE)	Y						0	1	0
Existing Employee Level 4+ (FTE)	Y						0	1.5	0
Apprenticeship Success									
Completion (FTE)							0	1	0
Job Creation									
Social Mobility (FTE)							0	1	0
Educational/Career Support									
Targeted Placement Positions (Days)							0	10	0
Placement Positions (Days)							0	20	0
Educational Engagement (Days)							0	20	0
Equivalent Contract Value									
Services		£0					Total SLNT Activity		0
Construction / Manufacturing		£0					Priority Activities		0

Strategic Labour Needs and Training Method Statement

A) Delivery of SLNT Activity Breakdown

Referring to the SLNT Activity Breakdown outlined in Table 1, provide a method statement of how you will undertake activities in each of the SLNT areas.

Any areas where you are not proposing to undertake activity should be left blank.

You may use up to 250 words in each of the following boxes.

Apprentice Job Start – New Entrant

Method statement shall include:

- Attraction and Recruitment
- Apprenticeship Frameworks & Standards
- Training Provider
- Funding
- Apprentice welfare – Terms, Conditions and Benefits

Content: (Max 250 words)

Apprentice Job Start – Social Mobility

Method statement shall include:

- Attraction and Recruitment
- Apprenticeship Frameworks & Standards
- Training Provider
- Funding
- Apprentice welfare – Terms, Conditions and Benefits
- Engagement with charities and referral partners

Content: (Max 250 words)

Apprentice Start – Existing Staff

Method statement shall include:

- Generating interest in the existing workforce
- Apprenticeship Frameworks & Standards
- Training Provider
- Funding

Content: (Max 250 words)

Apprentice Success – Completion

Method statement shall include:

- Support provided to ensure timely completion of the Apprenticeship

- Career pathways and opportunities available for successful Apprentices
- How Apprentices that are not retained are supported into work upon completion of the Apprenticeship

Content: (Max 250 words)

Job Start - Social Mobility

Method statement shall include:

- Target groups or priorities
- Possible job roles available
- Training and support to retain the job start
- Charities and partner engagement to find suitable candidates

Content: (Max 250 words)

Targeted Placement Positions

Method statement shall include:

- The target group(s) and the method of finding the candidates
- Placement objectives
- Typical length and type of placement

Content: (Max 250 words)

Placement Positions

Method statement shall include:

- The target group(s) and the method of finding the candidates
- Placement objectives
- Typical length and type of placement

Content: (Max 250 words)

Educational Engagement

Method statement shall include:

- The target educational establishments
- Objectives of engagement
- Engagement activities

Content: (Max 250 words)

B) Transport Infrastructure Skills Strategy Diversity and Inclusion Commitments

Indicate what actions you will undertake to work towards meeting the following commitments contained within the Transport Infrastructure Skills Strategy:

- 20% of new entrants to engineering and technical apprenticeships in the transport sector to be women by 2020, and to achieve parity with the working population at the latest by 2030.
- A 20% increase in the number of BAME candidates undertaking apprenticeships by 2020.

This shall include:

- Engagement, attraction, retention and development strategies for candidates from underrepresented groups;
- Details of any programmes you will join or partnerships you will form with external organisations such as charities and employability groups;
- What steps you will take to ensure your recruitment is fair and open.

Content: (Max 250 words)

C) Supply Chain Compliance

If you are using sub-contractors in your work programme, please outline how you will ensure your SLNT requirements will be met through your sub-contractors. This shall include:

- How you will include SLNT considerations in your selection, contracting and management of sub-contractors;
- How you intend to ensure your sub-contractors are aware of appropriate TfL/government support and funding streams for any SLNT activity they will be undertaking towards your stated SLNT outputs;
- How will you facilitate engagement between TfL's Supplier Skills Manager and your supply chain.
- How you will ensure complete and accurate reporting to TfL of supply chain apprenticeship starts and SLNT activity.

Content: (Max 250 words)

D) SLNT Implementation, Monitoring & Co-ordination

What arrangements you will put in place to put the plan into action during contract including:

- Describe who will be responsible for implementing, managing and reporting SLNT activity within your company;
- What are the administrative and management arrangements that will be operated in relation to your SLNT activity?
- How will the proposed role/ structure interact with TfL?
- The transfer of knowledge from bid team to the project team;
- Engagement with TfL to develop the agreed SLNT Delivery Plan;
- Appointment of the SLNT Coordinator and establishment of the required administration, management and reporting structure

Content: (Max 250 words)

E) Assumptions, Risks and Support from Supplier Skills Manager (SSM)

Indicate the assumptions made in the creation of this method statement and activity table. Include any anticipated risks and how these will be mitigated.

Provide details of any support that you anticipate requiring from the TfL SSM.

Content: (Max 250 words)

SCHEDULE 12, PART 1 - APPENDIX 3

Initial/Agreed SLNT Plan

CONTRACTORS TENDER SUBMISSION ATTACHED

2.3 - Forecast Outputs: Please indicate in the table below forecasted SLNT outputs												
	Apprentices						Job Creation	Educational / Career Support				
	Job Start (FTE)		Workless (FTE)		Existing Staff (FTE)			Completion	Social Mobility (FTE)	Targeted Placement (Days)	Placement (Days)	Educational Engagement (Days)
	Level 2-3	Level 4+	Level 2-3	Level 4+	Level 2-3	Level 4+						
Previous Year												
June												
July												
August												
September												
October												
November												
December												
January												
February												
March												
April												
May												
June												
Annual Total	0	0	0	0	0	0	0	0	0	0	0	
Future Years												
TOTAL												

2.4 - Milestones: Please detail key milestones related to the delivery of your SLNT outputs

Milestone 1		Milestone 6	
Milestone 2		Milestone 7	
Milestone 3		Milestone 8	
Milestone 4		Milestone 9	
Milestone 5		Milestone 10	

2.5 - Partners: Please detail any partner organisations that will assist you in your SLNT delivery (Organisation and Key Contact)

Partner 1		Partner 6	
Partner 2		Partner 7	
Partner 3		Partner 8	
Partner 4		Partner 9	
Partner 5		Partner 10	

3. Risks: Please detail any risks and associated mitigation measures for the delivery of your SLNT requirements

	Risk	Likelihood
1		
2		
3		
4		
5		

4. Communications: Please outline any planned SLNT communication, events or publications (internal and external) and how TFL will be notified

--

5. Monitoring: You are required to complete the three monitoring templates attached to this document (Sheet 1, 2 & 3 of this document)

1. SLNT Monitoring Form - Outlines SLNT Outputs for each reporting period
2. Job Start/Engagement Monitoring Form
3. Apprentice Monitoring Form

6. Sign Off:

Suppliers SLNT Co-ordinator (Name)		Date	
TfL Supplier Skills Manager (Name)		Date	
Implementation Plan Review Date			

Quarterly SLNT Monitoring Report Template

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(To be Completed and Submitted with the Quarterly SLNT Monitoring Report)

[illegible][illegible]

Part 2 – Equality, Diversity and Inclusion

1. Equality, Diversity and Inclusion

- 1.1 For the purposes of this Schedule 12 Part 2, unless the context indicates otherwise, the following expressions shall have the following meanings:

“EDI Action Plan”	means the strategic equality, diversity and inclusion action plan as negotiated and agreed by the Parties and attached to this Part 2 at Appendix 2; and
“EDI Policy”	means a written policy setting out how a Contractor will promote equality, diversity and inclusion;
“Minimum Records”	means all information relating to the Contractor's performance of and compliance with this Part 2 and the adoption and implementation of an EDI Action Plan, by each Sub-Contractor and, where applicable, subject to the provisions of paragraph 3.1(B), indirect subcontractor, of the Contractor.

2. Equality, Diversity and Inclusion Policy

- 2.1 From Contract Commencement Date, the Contractor will provide the Authority with a copy of its EDI Policy. The Contractor will keep its EDI Policy under review throughout the Term of the Contract and will promptly provide the Authority with any such revised EDI Policy once available.

3. Equality, Diversity and Inclusion Action Plan.

- 3.1 Throughout the Term of the Contract, the Contractor will comply with the agreed EDI Action Plan and will procure that each of its Sub-Contractors:
- (A) adopts and implements the EDI Action Plan; and
 - (B) in respect of Indirect Subcontractors, uses reasonable endeavours to procure that those Indirect Subcontractors adopt and implement, a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as that agreed with the Authority and set out in the EDI Action Plan.

4. Equality, Diversity and Inclusion Action Plan

- 4.1 For the purposes of this paragraph 4, “BAME”, “disabled”, “diversity” and “SMEs” have the meanings set out in **Appendix 1** to this **Part 2**.

4.2 Subject to **paragraph 3.1** above, the Contractor will use reasonable endeavours to provide the Authority on the Contract Commencement Date and subsequently every twelve (12) months from that date or such other frequency as the Authority may reasonably request, with the following information:

(A) an annual report on the Contractor's performance and compliance with the equality, diversity and inclusion provisions as set out in **paragraph 3.1**. The annual report should set out:

- (1) the performance of the Contractor over the past twelve (12) months in relation to the EDI Action Plan;
- (2) employee breakdown: the proportion of its employees engaged in the performance of the Contract to the extent reasonably possible, the employees of its Sub-Contractors or Indirect Subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of this Contract who are:
 - (a) of non-white British origin or who classify themselves as being non-white British;
 - (b) female;
 - (c) from the local community; and
 - (d) disabled.
- (3) expenditure breakdown: a statement broken down by activity and material type of how they have used and how much has been spent with:
 - (a) Small and Medium Enterprises;
 - (b) BAME businesses;
 - (c) Third-party suppliers from other under-represented or protected groups;
 - (d) third party suppliers demonstrating a diverse workforce composition.

4.3 Progress and approval (where required) of actions will be monitored via quarterly (or as otherwise agreed) progress meetings with the Authority. The Contractor will provide a written update prior to the progress meetings and should request additional meetings (if necessary) with the Authority to discuss progress or seek sign-off for completed actions.

4.4 The Contractor will ensure at all times that it complies with the requirements of the Data Protection Act 2018 (as may be amended) in the collection and reporting of the information to the Authority pursuant to **paragraph 4.2**. The Contractor will not include information identifying an individual in any report and will instead provide such information in aggregate form (including both direct references to individuals and also information which, when used alongside other information, may allow someone to be identified).

5. Equality, Diversity and Inclusion Audit

- 5.1 The Authority or its nominee may from time to time undertake any audit or check of any and all information regarding the Contractor's compliance with this **Schedule 12 Part 2**. The Authority's rights pursuant to this **paragraph 5** will include any and all documents and records of the Contractor and its Sub-Contractors and, where applicable, subject to the provisions of **paragraph 3.1**, Indirect Subcontractors, and shall include the Minimum Records.
- 5.2 The Contractor will maintain and retain the Minimum Records for a minimum of six (6) years from the termination or expiry of the Contract. The Contractor shall procure that each of its Sub-contractors and, where applicable subject to the provisions of **paragraph 3.1**, Indirect Subcontractors, will maintain and retain records equivalent to the Contractor's Minimum Records for a minimum of twelve (12) years from the termination or expiry of the Contract. The Contractor will procure that each subcontract between it and its Subcontractors and, where applicable, subject to the provisions of **paragraph 3.1**, each subcontract between its Subcontractors and any Indirect Subcontractors of the Contractor, will contain rights of audit in favour of and enforceable by the Authority substantially equivalent to those granted by the Contractor pursuant to this **Part 2**.
- 5.3 The Authority will use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Contractor and each Sub-Contractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and each relevant Sub-Contract.
- 5.4 The Contractor will promptly provide, and procure that its Sub-Contractors and, where applicable subject to the provisions of **paragraph 3.1** above, Indirect Sub-Contractors, promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
- (A) granting or procuring the grant of access to any premises used in the Contractor's performance of the Contract or in its relevant Sub-Contractor or Indirect Subcontractor's performance of its subcontract, whether the Contractor's own premises or otherwise;
 - (B) granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Contractor's or the relevant Sub-Contractor or Indirect Subcontractor's obligations specified in **paragraph 3.1**, wherever situated and whether the Contractor's own equipment or otherwise; and
 - (C) complying with the Authority's reasonable requests for access to senior personnel engaged in the Contractor's performance of the Contract or the relevant Sub-Contractor or Indirect Subcontractor's performance of its subcontract.

6. Gender Neutral Language

- 6.1 Throughout the Term of the Contract, the Contractor will endeavour to employ gender-neutral language in all communications relating to this Contract, including but not limited to communications with job applicants, employees, apprentices, contractors, customers and members of the public. Gender-neutral language includes avoidance of male or female pronouns and male or female forms of job titles where unnecessary.

SCHEDULE 12, PART 2 - APPENDIX 1

Equality, Diversity and Inclusion Definitions

Definitions and terminology	Meaning
Black Asian and Minority Ethnic (BAME) Groups	Ethnic groups who have a common experience of discrimination based on their skin colour or ethnic origin. Individuals may self-identify in different ways but BAME is the collective term used by the Authority to describe people who may have this range of experiences.
Disability	Physical or mental impairment that has a 'substantial' and 'long-term' negative effect on a person's ability to do normal daily activities.
Diversity	Recognising, respecting and valuing a wide set of differences and understanding that an individual's opportunities are impacted by characteristics beyond those protected by legislation, e.g. class, family background, political views, union membership etc.
Equality	<p>Recognising and respecting differences, including different needs, to ensure that everyone:</p> <ul style="list-style-type: none"> • can live their lives free from discrimination; • knows their rights will be protected; and • has what they need to succeed in life. <p>Equality is about ensuring equality of opportunity by tackling the barriers that some groups face and making London fairer by narrowing the social and economic divides that separate people. The characteristics protected by equality legislation are age, disability, gender, gender reassignment, ethnicity, pregnancy and maternity, religion and/or belief and sexual orientation.</p>
Equality Impact Assessments (EqIA)	As a public body, the Authority is bound by the Public Sector Equality Duty (PSED) under the Equality Act 2010. An EqIA is a tool used to demonstrate that the Authority has met its PSED duties. Like a risk assessment process, an EqIA is a process that helps the Authority to make more inclusive decisions and to make sure that the Authority's programmes, policies, projects and the way the Authority designs, builds and operates services works well for the Authority staff and customers.
Ethnicity	An individual's identification with a group sharing any or all of the following: nationality, lifestyles, religion, customs and language.
Gender	The social differences between women and men that have been learned are changeable over time and have wide variations both within and between cultures. The term is often used to differentiate from 'sex', a term referring to biological differences. It is important to note that some people consider themselves to be 'gender fluid' (someone whose sense of their gender may vary) or 'gender non-binary' (someone who does not wish to be defined as male or female).

Gay	Refers to a man who has a romantic and/or sexual orientation towards men. Also a generic term for lesbian and gay sexuality - some women define themselves as gay rather than lesbian.						
Inclusion	Removing barriers and taking steps to create equality, harness diversity and produce safe, welcoming communities and cultures that encourage innovative and fresh ways of thinking and allow people to speak up, especially to suggest where things could be done better.						
Inclusive Design	Creating environments which everyone can use to access and benefit from the full range of opportunities available, confidently, independently, with choice and dignity, which avoids separation or segregation and is made up of places and spaces that acknowledge diversity and difference, meeting the needs of everyone in society.						
Pay gap	Difference between the average pay of two different groups of people, for example men and women, or groups from different ethnic backgrounds.						
Sexual Orientation	A person's emotional, physical and/or sexual attraction, and the expression of that attraction.						
Supplier Diversity	<p>Diverse suppliers are from one of the following five categories:</p> <p>1. Small and Medium Enterprises (SMEs).</p> <p>A small enterprise is a business which has both 0-49 full-time equivalent employees and either:</p> <ul style="list-style-type: none"> • turnover per annum of no more than £5.6 million net (or £6.72 million gross) in the last financial year; or • balance sheet total of no more than £2.8 million net (£3.36 million gross). <p>A medium enterprise is a business which has both 50-249 full-time equivalent employees and either;</p> <ul style="list-style-type: none"> • turnover per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year; or • balance sheet total of no more than £11.4 million net (or £13.68 million gross). <p>2. A minority-led business is a business which is 51% or more owned by members of one or more BAME groups. Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'white British'. The minority ethnic classification groups used by the Authority for monitoring purposes are those taken from the census:</p> <table border="1"> <thead> <tr> <th>Ethnic group</th><th>Racial Origin</th></tr> </thead> <tbody> <tr> <td>White British</td><td>Irish Any other White background</td></tr> <tr> <td>Mixed</td><td>White & Black Caribbean White & Black African White & Asian Any other Mixed background</td></tr> </tbody> </table>	Ethnic group	Racial Origin	White British	Irish Any other White background	Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background
Ethnic group	Racial Origin						
White British	Irish Any other White background						
Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background						

	Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background	3. A supplier from an under-
	Black or Black British	Caribbean African Any other Black background	
	Chinese or other Ethnic Group	Chinese Any other ethnic group	
	<p>represented group which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):</p> <ul style="list-style-type: none">• women;• disabled people;• lesbians, gay men, bisexual people;• trans people;• older people (aged 60 or over); and• younger people (aged 24 or under). <p>4. A supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups or alternatively, ownership by a social enterprise or a voluntary/community organisation).</p> <p>5. Suppliers demonstrating a diverse workforce composition are those with full time equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed above.</p>		
Trans or transgender	Current terminology for people who do not want to live as the sex they were assigned at birth.		
Young adults, children and young people	<p>Young adults are people aged 16 to 24, whether in education or employment.</p> <p>Children and young people can be further subdivided into:</p> <p>i) Young children – those that use the transport network escorted by parents or carers.</p> <p>ii) School children – those, usually aged between 11-16 at secondary school, that use the transport network independently or with members of their peer group.</p>		

SCHEDULE 12, PART 2 - APPENDIX 2

Equality, Diversity and Inclusion Action Plan

CONTRACTORS TENDER SUBMISSION – ATTACHED

REDACTED

Part 3 – Ethical Sourcing

Definitions

For the purposes of this **Schedule 12 Part 3**, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Ethical Sourcing Plan”: means the Ethical Sourcing Plan as negotiated and agreed by the Parties and attached to this **Part 3** in Table 1

“Electronics Watch” : is an independent monitoring organisation that helps public sector buyers protect the human rights of electronics workers.

“Electronics Watch Disclosure Approach”: based on Contractors completing the Electronics Watch Disclosure Forms with the location of the manufacturing factories of their key electronics products and components

1. The Authority is committed to ensuring that workers employed in its supply chains in the UK and throughout the world are treated fairly, humanely and equitably. In the course of complying with this Contract, the Contractor will deliver the Works and Services through the rigorous application of high-quality employment practices, lawful employment standards and the recommendations of recognised professional bodies, including the Ethical Trading Initiative's Base Code (2016), as set out in Appendix A to this **Schedule 12 Part 3**, and the Modern Slavery Act (2015). The Contractor will take active measures to ensure that its supply chain is similarly compliant.
2. The Contractor will prepare and deliver to the Project Manager at the Contract Commencement Date an up-to-date Ethical Sourcing Plan setting out the steps it plans to take to ensure that slavery and human rights abuses are not taking place in any of its supply chains or in any part of its business. The plan should include as a minimum: management practices and governance structure; risk assessment and due diligence procedures, including the use of auditing; communication with suppliers and your supply chain; policies / contract requirements; supply chain training and compliance with the Electronics Watch Disclosure Approach.
3. The Contractor will provide their Ethical Sourcing plan in the template set out in this Schedule 12 Part 3 below (Table 1).
4. Within forty (40) days of the Contract Commencement Date, the Authority's Responsible Procurement Manager and the Contractor will agree an Agreed Ethical Sourcing Plan to deliver on the commitments in the initial Ethical Sourcing Plan. The Agreed Ethical Sourcing Plan will cover the twelve (12) calendar months following the Contract Commencement Date and will be updated on an annual basis throughout the Term of the Contract. Once finalised, the Agreed Ethical Sourcing Plan is to be included as an appendix to this **Schedule 12 Part 3**.
5. The Contractor will, where relevant, train its employees and subcontractors to ensure compliance with **paragraphs 2 and 4** above. The Contractor will keep a record of all training completed by its employees and subcontractors to ensure compliance with **paragraphs 2 and 4** above and will make a copy of the record available to the Authority on request.

6. Throughout the Term of this Contract, if the Authority has reasonable cause to believe that the Contractor is not complying with any of these **paragraphs 2 and 4** above, then the Authority will notify the Contractor and the Parties will agree an action plan with appropriate timeframes for compliance by the Contractor, such action plan to be agreed by the Parties by no later than thirty (30) days from the date of the Authority's notification to the Contractor that remedial action is required or such other period as the Parties may otherwise agree in writing. The costs of the creation and implementation of the action plan will be borne solely by the Contractor.
7. Following agreement of the action plan, the Authority reserves the right to conduct, or require to be conducted, one or more audits, (either itself or via a third-party auditor approved by the Authority) in relation to compliance by the Contractor with the action plan.
8. For the avoidance of doubt, the right of audit contained in this Part 3 will include without limitation the right of the Authority (or an auditor appointed by the Authority) acting reasonably to undertake physical inspections of relevant sites/factories, to conduct interviews with relevant personnel and to inspect relevant documents. The Contractor will co-operate and shall procure that its sub-contractors (as applicable) co-operate with the Authority and the Authority's auditor in relation to all aspects of any audit.
9. The Contractor shall make the audit reports required pursuant to this Part 3 available to the Authority through the Contractor's Ethical Data Exchange ("Sedex"), or an equivalent process.

Electronics Watch: Disclosure and Verification

10. Within twenty five (25) Business Days of the date of this Contract (or as soon as reasonably practicable) and free of charge, the Contractor will, by way of a completed Disclosure Form (see Appendix C), inform the Authority and Electronics Watch of:
 - a. the factories where the goods are produced (including their legal names and complete physical addresses);
 - b. the specific products or components produced in each factory.
11. The Contractor will as soon as reasonably practicable notify the Authority and Electronics Watch of any changes to the information provided in its Disclosure Form, of which it becomes aware.
12. Guidance on completing the Disclosure Form can be found in Appendix B - Guidelines for Disclosure of Factories.

Table 1: Template for Ethical Sourcing Plan.

Ethical Sourcing Objective (Examples)	Current Position/Baseline (Examples)	Action/Task	When	Person Responsible	Resource	Measure of Success
Appropriate ethical sourcing policy and procedures in place to comply with the ETI Base Code (or equivalent).	Ethical Sourcing policy has not been reviewed in the last three years.	Review and update ethical sourcing policy.		Head of Ethical Sourcing	Consultation costs	Up-to-date policy and procedures in place
	Ethical Sourcing procedures not aligned to ETI Base Code (or equivalent)	Review and update ethical sourcing procedures.	Within 12 months	Head of Sourcing		
Ensure that those working for the organisation either directly or indirectly are equipped to deliver the organisation's commitment to ethical sourcing in all areas of their activities	There is no specific ethical sourcing training / briefing programme in place although ethical sourcing is covered during induction	Conduct a survey to identify training previously received by staff.		Director of HR	HR provisions	Staff understand how their role can affect labour standards at sites of production.
Modern Slavery Awareness Training	No formal training provided	Roll out toolbox talks to all site staff	Within 6 months	Head of Training		Staff understand how to spot the signs of Modern Slavery on site
Management Practices & Governance Structure	No oversight at present	Modern Slavery Statement (MSS) to be approved by the CEO/Board etc		CEO/MD		MSS published on own website and UK Government portal
Risk Assessment & Due Diligence	Supplier Risk Assessment does not include country of origin as a criteria	Use the https://www.globalslaveryindex.org/ as a data source to rank high risk countries of origin				
Communication with suppliers & supply chain		Develop formal approach to communicate with key suppliers within Contract Management approach	Within 12 months			

Contract Requirements		Draft requirements that flow down the supply chain				
Electronics Watch disclosure		Complete the EW Disclosure Form	Within 25 days	Head of Sourcing		

Appendix A: The ETI Base Code

1.1 EMPLOYMENT IS FREELY CHOSEN

- 1.1.1 There is no forced, bonded or involuntary prison labour.
- 1.1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

1.2 FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED

- 1.2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- 1.2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- 1.2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- 1.2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

1.3 WORKING CONDITIONS ARE SAFE AND HYGIENIC

- 1.3.1 A safe and hygienic working environment will be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 1.3.2 Workers will receive regular and recorded health and safety training, and such training will be repeated for new or reassigned workers.
- 1.3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 1.3.4 Accommodation, where provided, will be clean, safe, and meet the basic needs of the workers.
- 1.3.5 The company observing the code will assign responsibility for health and safety to a senior management representative.

1.4 CHILD LABOUR WILL NOT BE USED

- 1.4.1 There shall be no new recruitment of child labour.
- 1.4.2 Companies will develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.

1.4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.

1.4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

1.5 LIVING WAGES ARE PAID

1.5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.

1.5.2 All workers will be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.

1.5.3 Deductions from wages as a disciplinary measure will not be permitted nor will any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

1.6 WORKING HOURS ARE NOT EXCESSIVE

1.6.1 Working hours comply with at least UK national laws and benchmark industry standards, whichever affords greater protection.

1.6.2 In any event, workers will not on a regular basis be required to work in excess of 48 hours per week and will be provided with at least one day off for every 7-day period on average. Overtime will be voluntary, will not exceed 12 hours per week, shall not be demanded on a regular basis and will always be compensated at a premium rate.

1.7 NO DISCRIMINATION IS PRACTISED

1.7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

1.8 REGULAR EMPLOYMENT IS PROVIDED

1.8.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.

1.8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship will not be avoided through the use of labour-only contracting, sub- contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor will any such obligations be avoided through the excessive use of fixed-term contracts of employment.

1.9 NO HARSH OR INHUMANE TREATMENT IS ALLOWED

1.9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation will be prohibited.

1.10 Note on the Provisions of the ETI Base Code

1.10.1 The provisions of the ETI Base Code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this ETI Base Code are expected to comply with national and other applicable law and, where the provisions of law and this ETI Base Code address the same subject, to apply that provision which affords the greater protection.

1.11 Definitions

1.11.1 In this Appendix A:

- a) "Child" means any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 11, the lower will apply.
- b) "Young person" means any worker over the age of a child as defined above and under the age of 18.
- c) "Child labour" means any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.

Appendix B

Guidelines for Disclosure of Factories

- 1.1 Within twenty-five (25) Business Days of the Contract Commencement Date:
- a) Identify and disclose the factories where the goods are assembled, and the specific goods assembled in each factory. Contractors must disclose:
 - b) ☐ Brand-owned production sites, contract manufacturers, electronic manufacturing service providers, and original design manufacturers. In case factories include brand-owned production sites, any additional next tier assembly factories must also be disclosed.
 - c) Legal names and the complete physical addresses of the factory production sites.
 - d) Product names as near as possible to the product names in the Authority's purchase order. As a minimum the Contractor must identify all factories that make the product line in the purchase order (e.g., the Optimum laptop computer). If possible, the Contractor should identify all factories that make the product model in a purchase order (e.g., Optimum 3000 Small Form Factor G3).
- 1.2 The Electronics Watch Factory Disclosure Form should be used to provide the information on factories (final assembly and component) and products. Each disclosure is to be marked with both a calendar date and a sequential version number and the Contractor is asked to periodically review the integrity of the list and update accordingly when any changes occur.

Component supplier disclosure

- 2.1 Contractors supplying products to Electronics Watch affiliates will disclose the legal names and the complete physical addresses of the factories that make the main components of specific product models or product lines.
- 2.2 Electronics Watch defines the main components to be disclosed to Electronics Watch and its affiliates against two criteria:
- a) Value: Components that constitute a significant percentage share of the bought-in cost within the core products' bill of materials. Software should be excluded.
 - b) Risk: Components that are known to carry a risk for labour rights, human rights and Occupational Health and Safety violations in the production process.
- 2.3 Contractors will disclose details relating to at least 10 main components for every product model (or product line) based on a combination of value and risk as detailed above.
- 2.4 In the absence of a definitive assessment of value and risk, Electronics Watch suggests that all electronic components for hardware should be taken into account, listed within the following categories:

Electronic Components (Hardware only)

- 2.5. a) Active electronic components

- 2.5. b) Passive electronic components
- 2.5. c) Printed Circuit Board
- 2.5. d) Servers and storage components.

TRAFFIC TECHNOLOGY CONTRACT (TTC)

LOT 8 (EIGHT) – CCTV OUT-STATION PAN LONDON

Schedule 13

Business Continuity and Disaster Recovery

Contents

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SCHEDULE 13

BUSINESS CONTINUITY

1. Scope and general requirements

1.1 This Schedule covers the Authority's requirements regarding:

(A) continuity of the provision of the Services by the Contractor to the Authority where one or more events which either separately or cumulatively, result in a failure of, or disruption to, any element of the Services or the Installed Equipment, any circumstance or event which renders, or which the Authority considers likely to render, it necessary or desirable for the Contractor's Business Continuity Plan to be invoked (a "**Service Disruption**") or a Disaster occurs; and

(B) recovery of the business processes and operations supported by the Contractor where a Force Majeure Event, Service Disruption or Disaster occurs,

(a "**Business Continuity Event**").

1.2 Within thirty (30) days of the Contract Commencement Date, The Contractor will review and update the Business Continuity Plan included in **Annex A and submit to the Authority for review and approval. The Contractor will amend the Business Continuity Plan so as to incorporate all of the Authority's review comments. The amended Business Continuity Plan will be promptly re-submitted to the Authority for approval and the process contained in this **paragraph 1.2** will be repeated until the Authority approves the draft Business Continuity Plan. The approved draft will become the Business Continuity Plan.**

1.3 The Contractor will:

(A) at all times, maintain and comply with the Business Continuity Plan, and ensure that it is, at all times, able to implement the Business Continuity Plan immediately upon a Business Continuity Event occurring; and

(B) at least once during each rolling period of twelve (12) months during the Term, update the Business Continuity Plan as reasonably required to reflect any change to this Contract, the Services, Installed Equipment or any other matters that have occurred since agreement of the last Business Continuity Plan. The approval process set out in **paragraph 1.2** will be followed by the Parties for each update or revision of the Business Continuity Plan.

1.4 Notwithstanding **paragraph 1.3(B) the Contractor will update the Business Continuity Plan as necessary each time there is a Change to this Contract.**

1.5 The Business Continuity Plan will cover each of the Services and Installed Equipment, and there may be more than one plan to support a given Service.

2. Principles and content

2.1 The Business Continuity Plan(s) must be designed by the Contractor to ensure that:

(A) in the event of a Relief Event or Excusing Cause (as defined in **Schedule 3**

Part 4 Annex M4) the Contractor will continue to meet the Performance Measures in accordance with **Schedule 4 (Service Level Agreement)** and will adhere to the provisions of **Schedule 3 Part 4 Annex M4** in respect of the Business Continuity Plan;

- (B) the Business Continuity Plan(s) comply with Good Industry Practice and the terms of this **Schedule 13**; and
 - (C) the Services and Installed Equipment will be recovered as soon as possible following a Business Continuity Event.
- 2.2 Following a Business Continuity Event, the Contractor will implement the Business Continuity Plan in accordance with the timescales set out therein or, where none are set out, promptly and will only cease to follow the Business Continuity Plan if the Authority has expressly agreed in writing that the Contractor may do so.
- 2.3 The Contractor will ensure that the Business Continuity Plan is updated to the extent necessary in relation to any Change (as defined in **Schedule 7**) or partial termination.

3. **The Authority's Right to Inspect**

The Authority may, at any time during the Term, inspect any systems, premises, personnel, processing, methods, processes or procedures to identify any circumstances which caused or which the Authority (in its absolute discretion) considers likely to cause the Business Continuity Plan to be invoked. The Contractor will make available all relevant information, data, assistance, facilities, access and personnel in relation to such inspection or circumstances.

4. **Testing**

- 4.1 The Contractor will, at no extra cost to the Authority, comprehensively test the Business Continuity Plan:
- (A) at least once in every Contract Year period during the Term;
 - (B) each time there is a Change to this Contract; and
 - (C) at any other time that the Authority reasonably requires the Contractor to undertake tests of some or all aspects and procedures in the Business Continuity Plan, provided that the Authority gives Contractor not less than ten (10) Business Days written notice of which tests it requires to be undertaken by Contractor and the date on which those tests must take place.
- 4.2 The Parties may agree in advance the procedures to be used to assess the outcome of each test and the Contractor must comply with the reasonable requirements of the Authority in this regard.
- 4.3 The Contractor will liaise with the Authority in respect of the planning, testing and review of each test, and must comply with the reasonable requirements of the Authority in this regard. The Authority retains the option to supervise each test, to be agreed in advance with the Contractor.
- 4.4 The Contractor must, within ten (10) Business Days after the conclusion of each test, provide to the Authority a report setting out:

- (A) the outcome of the test;
 - (B) any failures or shortfalls in the Business Continuity Plan (including the Business Continuity Plan's procedures) exposed by the test;
 - (C) the Contractor's proposals for remedying any such failures or shortfalls;
 - (D) achieved service recovery times; and
 - (E) achieved service recovery levels clearly explaining if recovery has been achieved in whole or in part. If in part the report will clearly define what areas of the service recovery have not been achieved.
- 4.5 Following each test, the Contractor must take all measures reasonably requested by the Authority in writing, including requests for the re-testing of the Business Continuity Plan, to remedy any failures or shortfalls in the Business Continuity Plan and that remedial activity must be completed by Contractor at Contractor's cost by the date required by the Authority and set out in the Authority's written request.
- 4.6 For the avoidance of doubt, the carrying out of a test of the Business Continuity Plan (including a test of the Business Continuity Plan's procedures) will not relieve Contractor of any of its obligations under this **Schedule 13**, this Contract or otherwise.
5. **General**
- 5.1 The Contractor will ensure that the Business Continuity Plan complies, as a minimum, with Good Industry Practice including the latest version of the Business Continuity Institute Good Practice Guidelines at the time and is consistent with the Contractor Solution.
- 5.2 The Contractor agrees that, in determining what constitutes Good Industry Practice, the Authority may provide any information, data or documentation to any Third Party in order to assess Good Industry Practice or whether Good Industry Practice is being complied with pursuant to **paragraph 5.1** and the Authority may, subject to the Contractor's right to dispute any Third Party assessment in accordance with the Dispute Resolution Process require the Contractor to review and resubmit the Business Continuity Plan based upon that Third Party's assessment of Good Industry Practice.
- 5.3 The Contractor's Business Continuity Plan must cover all eventualities whether resulting from an act or omission of the Contractor or otherwise, including the impact on this Contract arising from changes in Applicable Laws, the occurrence of Force Majeure Events, Service Disruptions or Disasters.
- 5.4 As a minimum, the Business Continuity Plan will:
- (A) set out the objective, scope, and assumptions of the Business Continuity Plan;
 - (B) provide detail on how the invocation of the Business Continuity Plan may impact upon the operation of the Services and Installed Equipment and how the Contractor will respond to any such impact;
 - (C) provide for documentation of processes, including business processes and procedures that are relevant to the Services and Installed Equipment;

- (D) provide details of all suppliers to the Contractor including any Sub-Contractors not otherwise set out in **Schedule 11**;
 - (E) contain a risk analysis detailing the impact on the business processes and operations of different anticipated Service Disruptions and Disasters, and the steps to be taken to remedy the anticipated Service Disruptions and Disasters;
 - (F) specify the tests which will be conducted by the Contractor in accordance with **Clause 38.3**;
 - (G) include details of the representatives of the Contractor involved in invoking and carrying out the obligations under the Business Continuity Plan (the "**Contractor's Business Continuity Plan Team**") (including roles, responsibilities and contact details); and
 - (H) contain a communication strategy including emergency notification procedures.
- 5.5 Throughout the Term, the Contractor will ensure that as part of its Business Continuity Plan, it has available (or has the ability to obtain at short notice) replacement parts of all items or equipment (including the Equipment) used in the performance of the Services or necessary for performing this Agreement.
- 5.6 The Contractor will procure that its Sub-Contractors will at all times, maintain adequate and up to date business continuity and disaster recovery plans in respect of the Services performed by them and the people and facilities used to provide them and ensure that such plans operate properly together. On request, the Contractor will provide the Authority with evidence, to the Authority's satisfaction, of the Contractor's compliance with this **paragraph 5.6**.

6. **Invocation**

- 6.1 In the event of a Business Continuity Event, and unless otherwise expressly instructed otherwise by the Authority, the Contractor will immediately communicate the occurrence of the Business Continuity Event to the Contractor's Business Continuity Plan Team and the Contractor's Business Continuity Plan Team will immediately start invoking their respective Business Continuity Plan tasks.
- 6.2 Each time the Business Continuity Plan is invoked, the Contractor will regularly and at least on an hourly basis update the Authority on the Business Continuity Event and progress on recovery.
- 6.3 The Contractor will notify the Authority promptly if there has been a failure or disruption to the Services or Installed Equipment and the Business Continuity Plan cannot, or that Contractor reasonably believes that it cannot:
- (A) maintain any Service in accordance with the relevant Performance Measures at all times during and after the period of failure or disruption to the Services or Installed Equipment;
 - (B) maintain the business operation of the Authority during and after the period of failure or disruption to the Services or Installed Equipment; or
 - (C) recover the affected Services or Installed Equipment with no loss of Data (as

such Data relates to the Services) and with the integrity of all such Data preserved.

Annex A – Business Continuity Plan

Contractors Tender Submission Attached

REDACTED