

"Lorry" means a vehicle with an MAM exceeding 3,500 kilograms;

Losses means all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss

"MAM" means the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road

"Side Guards" guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986

"Silver Accreditation" the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk

"Van" a vehicle with a MAM not exceeding 3,500 kilograms

Side Guards means guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986

Silver Accreditation means the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described on the FORS website; and

Van means a vehicle with a MAM not exceeding 3,500 kilograms

11.3 FORS Scheme Membership

Where the Contractor operates Delivery and Servicing Vehicles to Provide the Works, it shall within 90 days of the starting date:

- (i) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Service Provider is an acceptable substitute to FORS (the "Alternative Scheme"); and
- (ii) (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme.

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Alternatively, where the Contractor has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

11.4 Safety Equipment on Vehicles

The Contractor shall ensure that every Lorry, which he uses to Provide the Works, shall:

- (i) have Side Guards, unless it can demonstrated to the reasonable satisfaction of the Service Provider, that the Lorry will not perform the function for which it was built if Side Guards are fitted;
- (ii) have front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of fully operational direct and indirect vision aids and driver audible alerts;
- (iii) have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and
- (iv) have prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

11.5 Driver Licence Checks

Where the Contractor operates Delivery and Servicing Vehicles to Provide the Works the Contractor shall ensure that:

- (i) it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Drivers licence; and
- (ii) each of its Drivers, who work on this contract, has a driving licence check with the DVLA or such equivalent before that Driver commences work on this contract and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Contractor's risk scale, provided that the Contractor's risk scale has been Approved in writing by TfL within the last 12 months:
 - 0-3 points on the driving licence - annual checks;
 - 4-8 points on the driving licence - six monthly checks;
 - 9-11 points on the driving licence - quarterly checks; or
 - 12 or more points on the driving licence - monthly checks.

11.6 Driver Training

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11.10 Failure to comply with work related road risk requirements

Without limiting the effect of any other clause of this Contract relating to termination, if the Contractor fails to comply with paragraphs 11.2 to 11.8:

- (i) the Contractor has committed a material breach of this Contract; and
- (ii) the Service Provider may refuse the Contractor, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Service Provider for any purpose (including but not limited to deliveries). Any Losses arising from such refusal of entry shall not constitute a compensation event.

APPENDICIES

Appendix 1 – HSE Charter

Appendix 2 – HSE KPI Reporting Requirements Appendix 3 – TfL Incident Report line procedure

Where the Contractor operates Delivery and Servicing Vehicles to Provide the Works the Contractor shall ensure that each of its Drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and on-cycle hazard awareness, throughout the Term of the Contract.

11.7 Collision Investigations, Collision Reports and FORS Reports

Where the Contractor operates Delivery and Servicing Vehicles to Provide the Works, the Contractor shall:

- (i) ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and
- (ii) within 15 days of the starting date, provide to the Service Provider a Collision Report. The Contractor shall provide to the Service Provider an updated Collision Report within 7 days of a written request from the Service Provider

11.8 Self Certificate of Compliance

Where the Contractor operates Delivery and Servicing Vehicles to Provide the Works, within 90 days of the starting date, the Contractor shall make a written report to the Service Provider detailing its compliance with paragraphs 11.3, 11.4 and 11.5 (the "WRRR Self-certification Report"). The Contractor shall provide updates of the WRRR Self-certification Report to the Service Provider on each three month anniversary of its submission of the initial WRRR Self-certification Report

11.9 Obligations of the Service Provider regarding sub-contractors

The Contractor shall ensure that those of its Subcontractors who operate Delivery and Servicing Vehicles to Provide the Works shall:

- (i) comply with paragraph 11.2; and
 - (ii) where its Subcontractors operates the following vehicles to Provide the Works shall comply with the corresponding provisions of this Contract:
 - (a) For Lorries – paragraphs 11.3, 11.4, 11.5 and 11.6; and
 - (a) For Vans – paragraphs 11.4, 11.5 and 11.6,
- as if those sub-contractors were a party to this Contract.

APPENDICIES

Appendix 1 – HSE Charter

Health, Safety and Environment Charter
Everyone home safe and healthy every day

We, London Underground and Amey OWR Ltd, working together to deliver Civil Examinations agree that by engaging and working with our people, suppliers and stakeholders we can implement effective health, safety and environmental management systems and behaviours which:

- Deliver assets and systems that are safe and environmentally sound;
- Use safe, healthy and sustainably sound construction practices;
- Provide a safe and healthy environment for all; and
- Enhance the environment in which we operate. We are committed to:
 - Displaying excellent HSE leadership and promoting a positive HSE culture
 - Empowering and supporting our people on all levels to manage and lead on HSE
 - Developing, driving and embedding the right behaviours in our own organisation and with our partners to improve HSE performance
 - Creating a positive learning culture where good learning from, for example, incidents is commended alongside good incident rates and the learning from both outcomes is shared with our partners
 - Cooperating with others and coordinating works in such a way that ensures the health and safety of people and the protection of infrastructure and environment
 - Communicating effectively to ensure that everyone receives the HSE information relevant to them in a suitable format and in a timely manner
 - Ensuring our people have the necessary skills, knowledge and experience to carry out their work safely and in accordance with the planned safe system of work. Ensuring they also have competent HSE support available should they need it.
 - Looking after the health and wellbeing of our people, including providing good welfare facilities
 - Participating in meetings, forums and events to learn from others but also to share information for others to learn from
 - Improving our environment by designing, building, operating, maintaining and disposing of our assets in a manner which does not cause harm, and endeavours to enhance the environment

..... [name] on behalf of [business unit] [name] on behalf of [supplier]

Appendix 2 – HSE KPI Reporting Requirements

Incidents & Injuries	RIDDOR reportable events in Period	Current period	Year-to-date
	Major Injuries / Accident in Period		
	Minor Injuries / Accident in Period		
	Total number incidents / near-misses		
	Major Injuries / Accident Rate (per 100k hrs worked)		
	Minor Injuries / Accident Rate (per 100k hrs worked)		
<u>Hours monitoring</u>			
	Total hours worked in period		
	No. instances of > 12 hrs worked		
	No. instances of < 12 hrs rest		
	No. instances of > 60hrs worked/week		
	No. instances of > 72 hrs worked/week		
	No. instances of > 13 shifts in 14 day period		
<u>D&A</u>			
	Unannounced D&A tests		
	For cause in period		
	No of positive results		
<u>Safety Tours/inspections</u>			
	Planned in period		
	Conducted in period		
	Percentage achieved		
<u>Safety briefs</u>			
	Planned in period		
	Conducted in period		
	Percentage achieved		

Appendix 3 – TfL Incident Report line procedure

TfL Incident Line Instructions

TfL Auto Phone/Mobile

What must be reported – all incidents as soon as practicable following the incident, and before the end of the shift in which the incident occurred

What is an incident?:

An unplanned, undesired event that resulted in, or under slightly different circumstances could have resulted in (**i.e. includes near miss**), harm to people, damage to property, damage to the environment or loss of service/process

Who will report incidents to the incident line?

Anyone can report incidents to the incident line, although it is primarily aimed at those in supervisory or management roles overseeing works. This includes Maintenance, Fleet, and Operations managers, Engineers, and those who work for suppliers such as Principal Designers or Principal Contractors, or Maintenance contracts.

What information does the reporter need?

The reporter will be asked a number of routing questions to ensure the incident is allocated to the correct area. These should be responded to as follows (the Incident Line operator has drop down menus on these screens and so can only go by the defined organisational structure).

Responsible Area/Project	London Overground Infrastructure Management
Location	E.g. Between Surrey Quays and New Cross

Details of the incident!
Their email address (if they want to receive a copy of the report)

What happens if there is no answer?

If there is no answer within 2 minutes the call will be diverted to voice mail. Please leave your name and contact details and the incident line will call you back within 30 minutes.

What happens once the incident is reported?

The accountable manager will be sent an email requesting that the incident is reviewed. The accountable manager (along with the LO HSE Manager) must:

- Check all the information reported on the incident record
- Ensure that the supplier undertakes an adequate investigation – this must include the following:
 - Description of the incident
 - Immediate actions taken
 - Immediate causes
 - Root causes
 - Actions taken to prevent a recurrence
- Ensure that the incident is closed once the agreed final report is received from the Supplier

SCHEDULE 8 – RE-TENDER COOPERATION

The Contractor shall ensure that all examination reports and associated supporting data and documentation associated with performing each examination (including information on access) are provided to the Authority.

Schedule 9

Key Performance Indicators

Introduction

Measuring the performance of its Contractors is important to London Underground (L.O), with LO expecting good performance on all contracts. Where poor performance is identified a process for mitigation will be implemented.

Performance against KPIs will be reviewed periodically with the Employer. The Employer will also hold an annual review to review performance over the year as a whole and to adjust targets where appropriate.

Escalation route for poor performance

An escalation process has been included within this contract to help support supplier performance and manage any poor performance, see Supplier Performance Management table below.

Information on supplier performance will be communicated on a quarterly basis to Directors across TfL.

The escalation route is triggered where a single KPI is red in two consecutive periods, where more than one KPI are red in the same period, and where KPI 4: Rapid Response Compliance is red in a single period. Any of these incidences occurring will result in the need to develop a Supplier Action Plan under the outlined route.

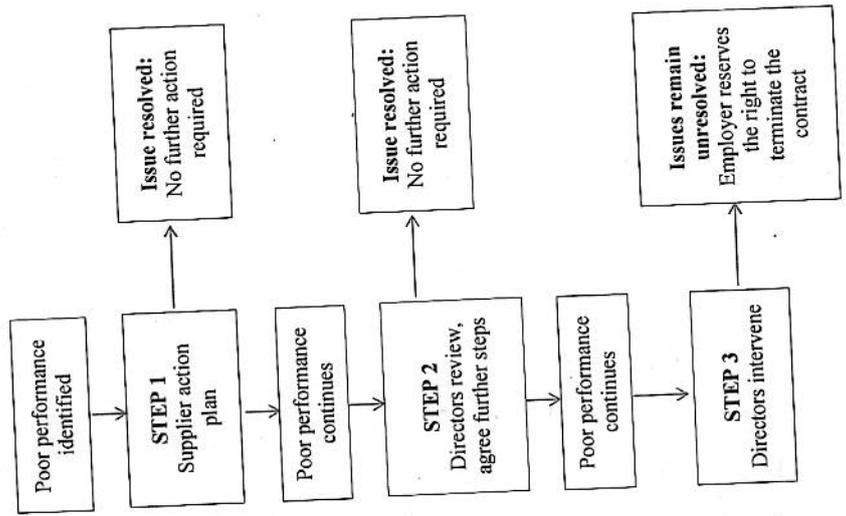
The Contractor's proposal to resolve levels of poor performance through the Supplier Action Plan should be developed in consultation with the Employer and provided to the Employer for approval within 5 days of the poor performance being identified.

Performance against the action plan will be reviewed at periodic meetings. Failure to progress as detailed in the action plan and continued poor performance against KPIs will result in escalation to Directors of both parties to agree next steps and further actions.

If the mitigation plan and agreed further actions are unsuccessful, the Employer reserves the right to terminate the contract.

The flow chart below details the escalation route process:

Escalation Route for Poor Performance Flow Chart



London Underground Examinations – Key Performance Indicators

The following key performance indicators are expected to apply to this contract:

1. Examination compliance against programme – Reconnaissance and planning undertaken	
Purpose:	To assess the Contractor in undertaking planning and reconnaissance work on planned examinations
Description:	As part of their periodic report, the Contractor shall provide evidence of planning and reconnaissance work undertaken.
Calculation:	Total number of examinations with planning and reconnaissance visits undertaken for in a period as a % of the total number of examinations to undertake planning and reconnaissance visits for in that period.
Score:	Over 95% - Green / Satisfactory Below 95% - Red / Unsatisfactory

2. Examination compliance against programme – On site examinations undertaken	
Purpose:	To assess the Contractor in undertaking on-site examinations in accordance with the agreed programme.
Description:	As part of their periodic report, the Contractor shall provide evidence of on-site examinations completed in the period against those planned as per the programme.
Calculation:	Total number of completed on-site examinations for a period expressed as a % of the total number of examinations due for completion in that period including any examinations overdue from previous periods.
Score:	Over 95% - Green / Satisfactory Below 95% - Red / Unsatisfactory
Notes:	Where access for examination has been frustrated then these instances will be reviewed and deducted from the planned figure on agreement by the Employer. However, the emphasis will be on the Contractor to present evidence for missing delayed examinations and demonstrate that best endeavours has been exerted to complete the examinations and a recovery plan is in place.

3. Examinations compliance against programme – On site examinations backlog	
Purpose:	To assess the Contractor in undertaking overdue examinations within a reasonable time.
Description:	As part of their periodic report, the Contractor shall provide details of on-site examinations which are past due date.

Calculation:	Total number of days past scheduled due date of each overdue exam.
Score:	All examinations less than 30 days overdue – Green / Satisfactory Any examination 30 days overdue or more – Red / Unsatisfactory
Notes:	Where the examination is in backlog through no fault of the contractor this will be reviewed and deducted from the analysis upon agreement by the employer. However, the emphasis will be on the Contractor to present satisfactory reasons for the missing delayed examinations and demonstrate that adequate effort has been exerted to complete the examinations and a recovery plan is in place.

4. Examinations report delivery compliance against programme – Reports completed and submitted	
Purpose:	To assess the Contractor in completing and submitting examination reports in line with required timeframes.
Description:	As part of their periodic report, the Contractor shall provide evidence of the examination reports completed and submitted in the period against those planned as per the programme.
Calculation:	Total number of completed and submitted examination reports for a period expressed as a % of the total number of examination reports due for completion and submission in that period.
Score:	Over 95% - Green / Satisfactory Below 95% - Red / Unsatisfactory

5. Examinations report quality compliance	
Purpose:	To assess the Contractor in submitting reports that meet the required quality both in structure and content and demonstrate compliance to standard and specification.
Description:	As part of their periodic report, the Contractor shall provide details of the examination reports that have been rejected in the period against the total number of reports submitted in that period.
Calculation:	Total number of completed and submitted examination reports for a period expressed as a % of the total number of examination reports due for completion and submission in that period.
Score:	Below 2% - Green / Satisfactory Over 2% - Red / Unsatisfactory
Notes:	A report that is rejected more than once will be counted as a failure for every time it is rejected.

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6. Rapid-response compliance - response time to attend site	
Purpose:	To assess the Contractor in attending site to respond to rapid-response incidents within the required timeframe.
Description:	Details of all rapid-response examinations shall be collated on a periodic basis, together with details of the target time to attend and actual attendance time. Each rapid response examination shall be reported on separately for this KPI.
Calculation:	Time taken to attend the incident against target time to attend.
Score:	Target time to attend achieved or within 10 minutes – Green / Satisfactory Target time to attend exceeded by over 10 minutes – Red / Unsatisfactory
Notes:	Attendance by a competent resource is required. Such resource must be experienced and qualified to assess the level of risk associated with the incident and recommend appropriate action. The priority of incident response is determined by the LO-Fault Reporting Centre in accordance with LO-IFM-314-03-0001 (ELR Fault Reporting Centre - Operations Manual)

7. Data input quality and timeliness to London Overground Asset Management system	
Purpose:	To assess the Contractor in entering accurate and timely examination data to the London Overground Asset Management system.
Description:	As part of their periodic report, the Contractor shall provide details of the examinations completed in that period which have either not been inputted to the London Overground Asset Management system or rejected by London Overground.
Calculation:	Total number of incomplete or rejected examinations within AMIS for that period expressed as a percentage of the total number of examinations completed in that period.
Score:	Below 5% - Green / Satisfactory Above 5% - Red / Unsatisfactory
Notes:	The content to be included in the Asset Management system is anticipated to include data necessary for the effective and efficient management of assets and consist of, but not limited to, information contained within the examination report, such as asset location, properties and condition, the hours of input in undertaking the examination, examination date, severity and extent of defects, recommendations for remedial works & cost and/or further investigations, completion of works order, closure details, work arising, and cyclical maintenance. Additional items to be included within the Asset Management system may be added at the discretion of London Overground.

8. Completion of Status Report for periodic meetings	
Purpose:	To assess the Contractor in completing the Status Report in a timely and

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SCHEDULE 10

ACCESS REQUIREMENTS

CONTENTS

- 8. Definitions
- General Obligations
- General Arrangements
- Possession Principles
- Isolation Principles
- Booking and Arranging Access
- Possession Co-ordination Checks
- Utilising Existing Disruptive Possessions

APPENDICES

- 1. East London Line Site Plan
- Work Request Application (WRA) Form
- Disruptive Work Request Form
- Access Change Request (APCR) Form
- Cancelled or Delayed/Curtailed Access Form
- Tenanted archways access flowchart

	accurate manner.
Description:	As part of their periodic report, the Contractor shall provide a Status Report detailing: Status of reconnaissance surveys/ visits examinations deliverables against programme to include progress to date Status of instructed tasks Status of any access requests, arrangements and contingency plans Performance against KPIs and updates on any associated action plans Any risks or issues to be escalated and addressed with Rail for London. Any other items as agreed between the parties. Periodic Status report completed for the period meeting and as per the specification and any other agreed items.
Calculation:	Completed for periodic meeting and accepted by LO - Green / Satisfactory Late completion or rejected by LO - Red / Unsatisfactory
Score:	

9. Health, Safety and Environment
The KPI reporting requirements shall be in line with the HSE contract Schedule 7.

1. DEFINITIONS

The terms noted below shall have the following meanings

- (a) **"Annual Contract Possession Plan"** means the plan for each Timetable Year that identifies all Possessions for which a Possession Agreement has been granted by the Authority;
- (b) **"Disruptive Possession"** means a Disruptive Possession as defined in the Rules of the Route or a Possession which cannot be contained within the restrictions set out in the Rules of the Route for the relevant year;
- (c) **"Non-Disruptive Possession"** means a Possession which is within the limits defined in the Rules of the Route;
- (d) **"Period Contract Possession Plan"** means each plan for each Agreed Rail Industry Period that identifies all Possessions for which a Possession Agreement has been granted by the Authority;
- (e) **"Possession"** means a proposed or agreed Track Possession or Railway Disruption and includes any restriction on the use of the infrastructure which impacts on train operation;
- (f) **"Possession Agreement"** means a confirmation from the Authority that the requested Possession meets all planning requirements and has been included in the Annual Contract Possession Plan or the Period Contract Possession Plan;
- (g) **"Railway Disruption"** means any act, omission or event which requires the interruption of and/or interference with, rail traffic, including (without limitation) any Track Possession which requires such interruption and/or interference;
- (h) **"Short Notice Possession"** means any material change to a previously agreed Possession or application for an additional Possession, which in the case of a Disruptive Possession is applied for by the Contractor less than 31 weeks before the start of the relevant Agreed Rail Industry Period in which the Possession is required, and in the case of a Non-Disruptive Possession is applied for less than 8 weeks before the start of the relevant week in which the Possession is required. A material change shall include; any change requiring an amendment to the train plan, any change to protection or isolation limits, any change to pre-planned disconnections, and any change to a Possession that impacts on the worksite of another contractor within the same Possession;
- (i) **"Timetable Year"** means the period over which the timetable for train services is published (Note: Timetable Years may be slightly shorter or longer than a year and usually run from and to anytime between late April and early June.);
- (j) **"Track Possession"** means a period of time during which a defined track or tracks is or are closed to operational traffic, and during which the Contractor is to have access to those tracks, either with or without an electrical isolation of the tracks, and for the avoidance of doubt includes the time required for the arranging and giving up of the Track Possession;
- (k) **"Traffic Hours"** means a period of time during which a defined track or route is open to operational traffic.
- (l) **"Rules of the Route"** means the rules regulating the location, number and timing of Possessions as issued or amended by the Authority for each Timetable Year.

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- (m) **"Rule Book"** means the National Rule Book issued by Railway Safety and Standards Board (RSSB) - GE/RT 8000

GENERAL OBLIGATIONS

The Contractor shall comply with its obligations under this **Schedule 10 (Access)** and is responsible for arranging all access requirements in relation to delivery of the Services.

The Contractor shall be responsible for supplying to the Authority's Representative all such information and taking all such steps as may be necessary to enable the Authority's Representative to obtain where applicable operational assurance in respect of the access required by the Contractor.

The Parties agree that:

the dates and times of any access approved may be cancelled, altered or delayed on notice (or no notice in the case of an emergency or for safety reasons) by the Authority. Alternative arrangements shall be made as soon as the Authority's Representative can permit;

the provisions of Frustrated Access clause held within **Schedule 4** of the Contract shall be deemed to apply during such cancellation, alteration or delay to approved access provided that such cancellation, alteration or delay is not caused (in whole or part) by a failure by the Contractor to comply with its obligations under this **Schedule 10**;

neither Party shall have any further claim against the other as a consequence of such cancellation, alteration or delay; and

the Contractor shall as soon as practicable take all reasonable steps necessary to avoid, overcome or minimise the effect of such cancellation, alteration or delay.

For access to Network Rail (NR), and/or train operating companies' infrastructure and stations, the Contractor is solely responsible for securing access. The Contractor shall make all necessary arrangements directly with NR and/or train operating companies and shall comply with all their rules and regulations and pay such fees and charges as may be required.

The Contractor will be required to accept the common access conditions for New Cross Gate (NXGD) Depot together with all associated processes and procedures.

When the Contractor requires short notice access to the East London Line (ELL), following a request to the Contractor from the Authority's Fault Reporting Centre (FRC) for a part or all of the Services, the Contractor shall apply for access to the FRC in accordance with the Rule Book requirements for emergency or short notice protection, Possession and Isolations.

The Authority shall have no liability to the Contractor, and the Contractor shall hold the Authority harmless against any Losses that may arise out of any failure by the Contractor to comply with this **Schedule 10**.

GENERAL ARRANGEMENTS

Lineside Access to the East London Line

- (n) The ELL is red zone working prohibited throughout the running lines, however, red zone working is permitted on lineside areas so long as no work is carried out within 1.25m of the running edge and a safe access route is available.

- (o) The central section of the ELL is located within tunnels and no access is permitted during traffic hours unless in response to an urgent fault as directed by the FRC.

- (p) The Contractor will require a Possession to obtain access to lineside equipment on the running line to carry out any Services.

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(q) The route along the Kingsland Viaduct from Dalston Junction station, through Haggerston and Hoxton up to Shoreditch High Street has a "safe area" walkway all the way along its length. This will allow good access to all trackside location cases, section switches, power equipment and signals during traffic hours. These safe areas can be considered as offering green zone working areas that are accessible from the stations during traffic hours. Transporting equipment and materials along these safe walking routes may be restricted to certain weights and sizes during traffic hours due to manual handling requirements.

(r) The rest of the ELL (from the end of the covered way south of Shoreditch High Street Station to New Cross and New Cross Gate Stations) are red zone working prohibited (no working during traffic hours).

(s) Any asset located on, or in close proximity to (within 1.25m) of the line will only be able to be accessed during non-traffic hours.

(t) There is a 22kV cable belonging to LU (District Line) that runs from St. Mary's curve (south of Whitechapel station) to Shadwell station. This cable is in close proximity to the signal cables for the ELL. Any work on this section of signalling cables will require consultation (Possessions planning) between the Contractor and Authority, to arrange for LU to switch off the current in this cable before work commences on them.

(u) The National (RGS) Rule Book GE/RT8000, requirements for staff safety and working on the line apply throughout the Site.

NXGD and Silwood Siding Facility (SSF) Access

(v) Access to NXGD and Silwood Siding Facility (SSF) will be restricted to traffic hours, as most operational activity will occur during the start up of the service and throughout the over night close down period. Red zone working is permitted within the sidings, but any work requiring a Possession or Isolation will need planning and agreement with the Authority within normal possession planning timescales.

(w) The REBs at the NXGD and all location (apparatus) cases are accessible by safe walkway.

ELL Station Access

(x) The stations Dalston Junction, Hoxton, Haggerston, Shoreditch High Street, Shadwell, Wapping, Rotherhithe and Surrey Quays are accessible by lifts, stairs and, in the case of Rotherhithe, a combination of escalators and stairs. This is suitable for the Contractor accessing these stations whilst carrying reasonable loads (i.e., tool boxes, PPE, etc) by agreement with the Authority and the Concession Operator

(y) Station and plant room access will normally be available 24 hours a day, but may be refused by the Concession Operator during times of train service disruption or passenger congestion on the site.

(z) New Cross and New Cross Gate are owned by NR and managed by the relevant Station Facility Owner. Methods for booking access with these two parties will be established and defined by the Authority.

(aa) During traffic hours, the station entrance Bostwick gates would normally be open to allow access to stations during normal operations.

(bb) If carrying out the Services is likely to cause disruption to passengers or train operations, then they will generally be limited to nights and longer term Possessions.

West Anglia Station Access

(cc) Access to West Anglia stations will require the Contractor to comply with the Concession Operator's access arrangements.

Road-Rail Vehicle Access

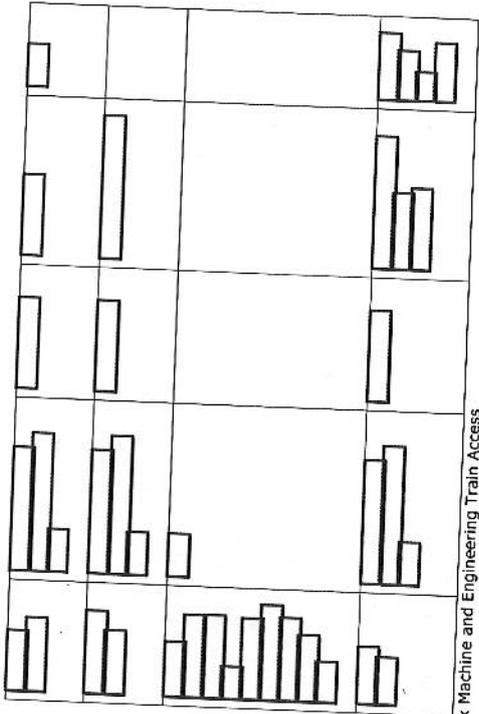
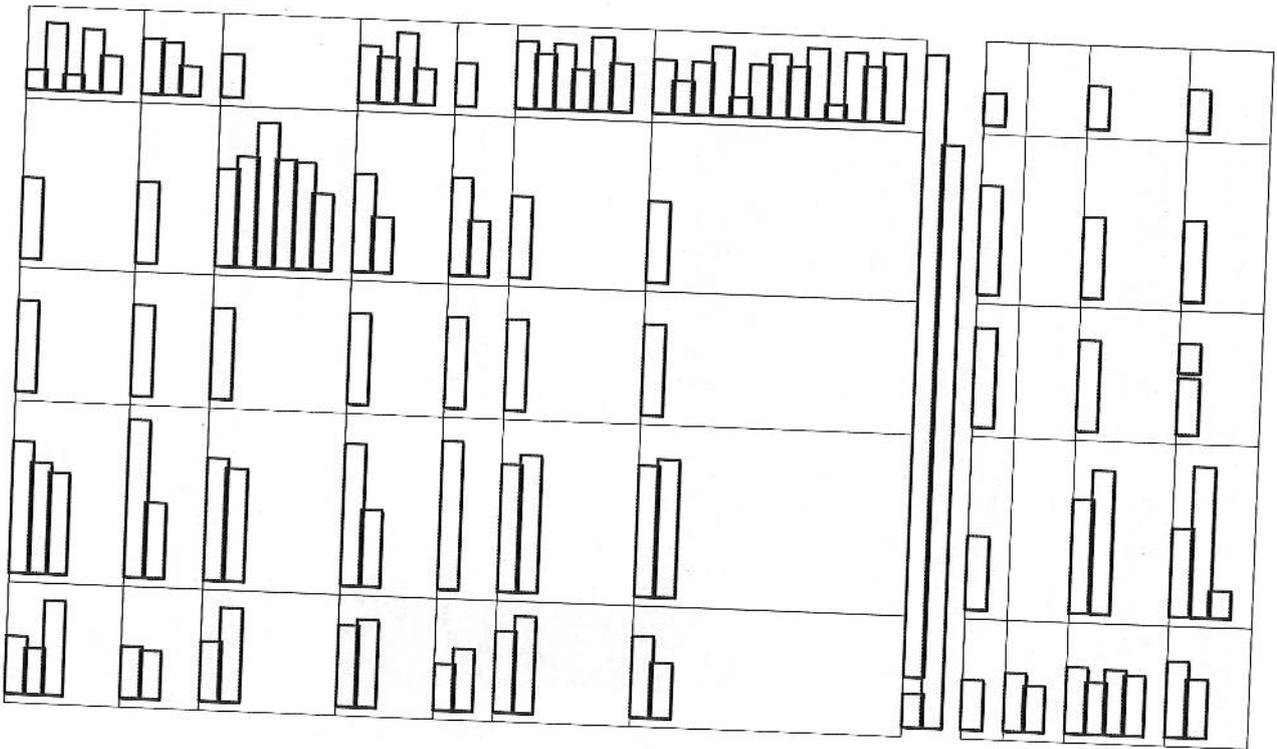
(dd) There is road-rail vehicle access at the Silwood Siding Facility (SSF) on Siding 10, for use by prior arrangement with the Authority.

(ee) The Authority has provided a road-rail access point to the South London Lines at Silwood (between Surrey Quays and Old Kent Road Jcn) for use during Possession periods.

(ff) There is also vehicle access available to the North London Lines and Dalston Western Curve via a road ramp from Boleyn Road, also during Possession periods only.

ELL Access Points

(gg) Maintenance access points to the ELL have been provided at:



On-Track Machine and Engineering Train Access

(i) The access point for on-track machines and engineering trains will be via New Cross Gate Station. This means that these track vehicles will have to travel across NR territory to access the ELL. Stabling of on-track plant and engineering Trains can be arranged with the Authority on Siding 6N at the MXGD or on Siding 10 at Silwood Sidings.

POSSESSION PRINCIPLES

(j) Access to the ELL is managed in accordance with LO-MS-103-02-0027 - Possession Planning & Network Access and LO-MS-103-02-0021 - Possession & Isolation Management. Both documents together with supporting procedures will be available in the Data Room.

The Contractor shall minimise the total duration of Possessions he requires to execute the Services by, without limitation, combining different work items within Possessions. If so instructed by the Authority's Representative the Contractor shall, allow other contractors reasonable access to any of his agreed Possessions in order to carry out works, and where reasonably possible make use of Possessions granted to other contractors.

The Contractor shall name Persons in Charge Of Possessions (PICOP), Engineering Supervisors, Appointed Persons, Controllers of Site Safety (COSS) and the contact details for such personnel at least 12 days before the start of the week in which the relevant Possession occurs.

The Contractor shall attend such Possession planning meetings as noted below or considered necessary by the Authority's Representative.

The Authority will use his reasonable endeavours not to change or cancel an agreed Possession, but if this is unavoidable will consult with the Contractor, as far as this is possible, prior to any change or cancellation.

Notwithstanding paragraph 4, the Authority has the absolute right to change or cancel any Possession at any time.

If the Contractor requires to change or amend an existing Possession or wishes to make an application for a Short Notice Possession, he shall submit an APCR form (see Appendix 4) to the Authority's Representative together with any new or amended Work Request Application.



For any extensive works identified in the Specification, disruptive Possessions outside the Rules of the Route may be required. These will be subject to the same advanced planning timescales as are applied on NR Infrastructure.

Special arrangements will be published by the Authority for the management of Possessions and signalling disconnections at the interfaces with NR Infrastructure. Alignment between the Infrastructure operators' organisations will be achieved through the National Access Unit.

Any closures of the ELL outside the Rules of the Route, requiring a Disruptive Possession will be discussed and co-ordinated at the regular London Closures Meetings in accordance with established existing practice and timescales.

All Possession details will be published in the NR Southern and East Anglia Weekly Operating Notice which will be distributed to staff working on the ELL who require it.

The Contractor shall co-operate with the Authority in the development and application of any special working arrangements for Possessions affecting the boundaries with other infrastructure operators.

The Contractor shall provide competent persons to attend Possession planning meetings of all types in the timescales required by the planning system and ensure that all agreed Possessions are entered into the NR possession planning system within the required timescales. The minimum timescales required are:

31 weeks notice is required for a Disruptive Possession,

10 weeks notice for a non Disruptive Possession when on track plant or engineering trains are being used and

8 weeks notice is required for all other Possessions

The Contractor shall have in place arrangements for the distribution, in an appropriate medium, of the relevant NR Sectional Appendices, Periodic Operating Notices and Weekly Operating Notices to any Contractor Party who need them for the safe performance of their duties.

ISOLATION PRINCIPLES

The third-rail traction supply will be controlled from NR's Lewisham Electrical Control Room (ECR). The RGS Rule Book, GE/RT/8000/DC, will apply as the Working Instructions.

Standard NR arrangements for contacting the ECR will apply. However, special arrangements apply to earthing once the traction supply has been disconnected using Negative Bonding Switches.

Some special measures will exist in the New Cross Gate area to separate the 750V d.c. traction supply on ELL from the 650V d.c. supply on NR.

Any non-standard operating features, special rules and working instructions will be published in the NR Southern and East Anglia Sectional Appendix.

The Contractor shall co-operate with the Authority in the development and application of any special working arrangements for electrical isolations affecting the boundaries with other infrastructure operators.

The Contractor shall provide competent persons to plan and submit Form B Isolation requests to NR for approval by Lewisham ECR (or its successor) and ensure that all such Isolation requests are submitted within the required timescales.

The Contractor shall ensure that all staff who may work trackside are aware of the procedures for contacting the NR ECR in emergency and have access to appropriate means of communication with the ECR.

BOOKING AND ARRANGING ACCESS

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If the Contractor does not require an agreed Possession or any part thereof, he shall immediately give notice of cancellation (together with full reasons) to the Authority's Representative.

To assist the Authority's Possession planning process, the Contractor shall continue to provide all necessary Possession planning in accordance with the above requirements until the Expiry Date of the Contract or until instructed otherwise by the Authority's Representative, as if he was to continue with the execution of the Services indefinitely.

The Railway Group Standards (RGS) Rule Book will apply throughout, with any non-standard operating features, special rules and working instructions will be as published in the NR Southern and East Anglia Sectional Appendix.

The standard NR procedures for the imposition of Emergency Speed Restrictions (ESRs) and Temporary Speed Restrictions (TSRs) will apply. The positioning of ESK/TSR equipment on the ELL is defined within LO procedure LO-MS-103-03-0012 (Process for Positioning of TSR and ESR Equipment on ELR Infrastructure)

The existing standard non disruptive Possession periods are as shown on the table below, which also reflect the non traffic hours on the ELL as defined in the Rules of the Route. The maximum working time available will be from 20 minutes after the granting of Possession to 30 minutes before the due time for giving up the Possession. These periods will be treated as Rules of the Route non disruptive Possessions and may be subject to change depending upon any timetable changes during the Rules of the Route negotiation process.

Day	Sat	Sun	Mon	Tue	Wed	Thu	Fri
Date	7/1	0110 - 0600	0055 - 0505	0110 - 0500	0055 - 0505	0110 - 0500	0055 - 0505
Possession	No Poss	H&I to NX/NX G c/o	H&I to Silwood	H&I to NX/NXG Signals/Silwood	H&I to Silwood	H&I to NX/NXG Signals/Silwood	H&I to Silwood
Isolation	No Isol	PTS/O KR c/o PTS	H&I to Dalston to Silwood	H&I to NX/NXG Signals/Silwood	H&I to Dalston to Silwood	H&I to NX/NXG Signals/Silwood	Dalston to Silwood

The Contractor should note that the Authority intends to extend service traffic hours on the East London Line to encompass 67 hour operation from 05:05hrs Friday morning until 00:55 Monday morning from December 2017 and the Sunday Possession shown above will no longer be available.

The Contractor shall identify any Services that foul or block the railway or require disconnection of signalling, isolation of the traction power or operational telecommunications circuits and arrange for the appropriate type of Possession, isolation, disconnection or 'outage' to be planned and advised to the Authority.

The Contractor shall ensure that competent staff are available to act as Engineering Supervisors and provide the required protection at the limits of Possessions where this is required by the Rule Book

The Contractor shall provide the necessary PICOPs, Appointed Persons, Handsignalers and Point Operators to carry out the works.

The Contractor shall be required to book and co-ordinate access to the Site (see Appendix 1 for details) with the Authority's Representative in accordance with the Work Request Application process [LO-MS-103-03-0002] and submit a Work Request Application Form (See Appendix 2) giving details of the work proposed. Co-ordination of access to the Site includes responsibility for the administration of the Possession planning process by the Contractor, under the direction of the Authority's Representative in accordance with LO-MS-103-02-0027 - Possession Planning & Network Access. The Authority's Representative will approve or disapprove possession applications from all sources

The Contractor shall comply with the requirements of the use of Sentinel (Network Rail's Access and Competency System), particularly in the context of access control at the point of Site entry. The Contractor shall note that individuals will be refused access to Site without a valid Sentinel Card.

Training, Certificates, Identity Cards and Entry Permits

The Contractor is responsible for ensuring that all staff and personnel are suitably trained, competent and carry the appropriate and requisite certification for performing the roles required of them in carrying out the Services.

(kk) The Standards, and in particular the National Rule Book GE/RT8000 and London Underground procedure LO-MS-101-02-0001: Access to the Railway, set out the training and certifications required to be met by the Contractor.

The Contractor is responsible for arranging, booking, and paying for all requisite medicals, training and certification of its staff and / or personnel.

The Contractor shall allow a minimum of 28 days' notice period for all induction courses provided by the Authority and will include the same on any proposed access plan or programme. The Contractor acknowledges that any time period less than this cannot be guaranteed, and although the Authority may make efforts to facilitate a shorter notice period wherever possible, the Contractor does not rely on such reduced time periods being accommodated.

At the Services Commencement Date, the Contractor shall produce a competency matrix for all its staff or personnel involved in providing the Services detailing the training, certification and other competency information held on record. The Contractor shall update the matrix until the Expiry Date and make the same available on request of the Authority's Representative. This matrix will include the minimum training and competency requirements defined in Schedule 22.

The Contractor shall register to become a Sentinel sponsor via the Rail Industry Contractor Qualification Scheme (RISQS). Further details can be found at the following Achilles website address (Achilles administer the Scheme on the behalf of RISQS).

(ll) http://www.achilles.com/en/?option=com_content&view=article&id=285.

The Contractor will and will procure that any sponsored individuals must abide by the Sentinel Scheme Rules, the latest version of these can be found at the following Sentinel website address:

(mm) <https://www.railsentinel.co.uk/Content/Downloads/SentinelSchemeRules.pdf>

The Sentinel card is specific to an individual and is not transferable.

The Contractor shall procure that its personnel carry their Sentinel card at all times when working on operational TfL network property and the Site and present their Sentinel card to any authorised representative of TfL for inspection when requested to do so. Failure to produce a valid Sentinel card, or request certification, for inspection may result in the individual being instructed to leave the Site. A Sentinel card is not required when working solely on non-operational TfL network property.

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The Sentinel card does not entitle any Contractor Party to any benefits other than permitting access to the Site for the purpose of carrying out the Services during the agreed hours of work.

Exceptions to the Sentinel card process;

(nn) For certain access circumstances it may not always be practical or cost effective to enrol the Contractor Party onto the Sentinel Scheme. In such a case, the Contractor shall arrange and issue a temporary visitors permit (TVP).

(oo) Such scenarios whereby TVP's are issued would be;

Specialised contractors requiring limited access

Survey work requiring limited access.

Site visits by third parties.

(pp) The Authority's Representative may instruct the Contractor to arrange and issue TVP's to other members of the Authority's staff and other third parties. The Contractor will be reimbursed his reasonable costs in connection with such requests.

The Contractor acknowledges that any person attempting to gain access to the Site who is not in possession of a valid Sentinel card shall be treated as a visitor. All visitors, except for authorised collection or delivery drivers, must be escorted or supervised at all times by a COSS whilst on Site, up to a maximum of 6 TVP visitors per COSS.

(qq) The Contractor shall maintain a register of all visitors including:-

Name;

Employer;

Nature of business / persons being visited;

Time in;

Time out;

Supervisor/escort name including signature.

(rr) The Contractor shall provide a health and safety Site induction briefing to each visitor and shall procure that such visitor shall sign a form to confirm that they have received the induction briefing and understand the Site rules and their respective responsibilities as a visitor.

(ss) The Contractor shall issue the visitor with a TVP that is valid for a maximum 24 hours and which clearly indicates the expiry date and time of such visit.

London Underground Station - Access Control

Whitechapel and Canada Water are LU owned and managed.

(tt) LU access rules apply at these stations. The Contractor will need to arrange access using the normal LU booking processes.

(uu) There are equipment rooms at both Whitechapel and Canada Water stations that contain signalling and communications equipment so the Contractor will have to access these stations and require LUL QAF competence.

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obtaining of all necessary signatures) and the identification of the period of access in question on the accepted access plan are all condition precedents in respect of any entitlement to apply for a Relief Event.

UTILISING EXISTING DISRUPTIVE POSSESSIONS

The Contractor shall actively seek to utilise Authority's existing disruptive Possessions to progress the Services. The Contractor may request details of such Possessions from the Authority's Representative, to the extent relevant to the provision of the Services.

The Contractor shall identify all possible opportunities to use Authority's existing disruptive Possessions. The Contractor shall attend the planning meetings for the relevant closure and submit on behalf of the Contractor any information as may be requested by the Authority as part of this planning process. The Authority's Representative may attend such planning meetings.

The Contractor may also propose an extension or amendments to an existing planned Possession. The Authority shall determine whether the proposal should be taken forward as a formal application and shall advise the Contractor accordingly. Where such application has been approved by the Authority's Representative, the Contractor shall submit an updated Disruptive Work Request (see Appendix 3), to reflect such application, to the Authority's Representative for approval. Where such application has been approved by the Authority's Representative, the Contractor shall submit an updated access plan, to reflect such application, to the Authority's Representative for approval.

The Contractor recognises the level of disruption and limitation of journey opportunities which result from Possessions and where the Contractor plans any change to the scope or type of works to be undertaken under an existing Possession, shall seek the approval of the Authority's Representative accordingly. The Contractor accepts that if the Authority's Representative considers that the changes in scope are such that the business benefit of the works to be carried out is no longer commensurate with the disruption caused, that the Possession may be cancelled.

When requiring access to LU Stations, the Contractor shall ensure that its staff and personnel hold the necessary competence, training and certification as required by LU, in accordance with the local access control arrangements.

Concession Stations - Access Control

(vv) An access protocol has been developed between the Concession Operator and the Authority. The Contractor will be expected to use this as a way of gaining access to the stations.

(ww) Outside of normal traffic hours, the Contractor can contact the FRC, who will arrange access to ELL stations.

(xx) The Contractor and Authority will develop a station access plan during the Mobilisation Period, so that all stakeholders are aware of access requirements (and third party movements across their infrastructure).

New Cross Gate Depot - Access Requirements

(yy) Access to NXGD (including Silwood Sidings) is controlled through the terms of the Common Access Conditions. All staff entering the depot will require to have received a Depot Induction and register their entry and exit using their entry card in accordance with LO-NOM-524-15-0012 Handbook 4: Depot Staff and Access Controls. All work needs to be pre booked and approved by the Depot Facility manager and carried out in accordance with LO-NOM-524-15-0013 Handbook 5: Maintenance, Delivery and Environmental Controls, unless in response to a fault notified by the FRC.

Willesden C Sidings - Access Requirements

(zz) Access to Willesden C Sidings is controlled by the Concession Operator. All staff entering the sidings will be required to comply with the Concession Operators access arrangements. Protection arrangements will be in accordance with the Rule Book.

POSSESSION CO-ORDINATION CHECKS

The Contractor shall be responsible for checking for Possession clashes and impacts in respect of Possessions planned on the ELL including those booked by others (including Network Rail) on behalf of the Authority's Representative. The Contractor shall monitor the following publications:

Draft and Confirmed Period Possession Plan

Weekly Operating Notices

Weekly Engineering Notice

Special Train Notices

Sectional Appendix

In the event of clashes the Contractor shall notify the Authority's Representative and, where instructed, submit a revised Work Request Application, Disruptive Works Request Form or APCR Form for acceptance, as appropriate.

Possession co-ordination checks are a condition precedent in respect of any entitlement to apply for relief pursuant to the Frustrated Access clause as held within **Schedule 4**.

In the event that the Contractor attends the Site and access is not provided by the Authority in accordance with the Weekly Engineering Notice and Weekly Operating Notice, the Contractor shall complete the Cancelled or Delayed/Curtailed Access Form contained in Appendix 5 (Cancelled or Delayed/Curtailed Access Form).

Without prejudice to the generality of Frustrated Access clause as held within **Schedule 4** the completion of a Cancelled or Delayed/Curtailed Access form in full (including the

APPENDIX 3

Disruptive Worksite Request Form

Disruptive Worksite Request Form

Requester Name: _____
 Requester Title: _____
 Requester Department: _____
 Requester Phone: _____
 Requester Email: _____

Request Date: _____
 Request Status: _____
 Request Reason: _____
 Request Description: _____
 Request Location: _____
 Request Duration: _____
 Request Impact: _____
 Request Approval: _____
 Request Date: _____

APPENDIX 4
Access Plan Change Request (APCR)

EAST LONDON LINE CORE ROUTE
WORKSITE ACCESS PLAN CHANGE REQUEST (APCR)

Amendment, Cancellation or New
 Party Requesting Change: _____
 Work No.: _____
 Date Change Requested For: _____
 Sun _____ Mon _____ Tue _____ Wed _____ Thu _____ Fri _____
 Details of required amendment(s) to existing worksite / work activity: _____

Business Case details. The reason(s) for the request – including business benefit, to requester / LO: _____

7. The reason(s) for the request shall state all the correct impacts of applicable: _____

8. Impact (business case) on the requester should the request be refused: _____

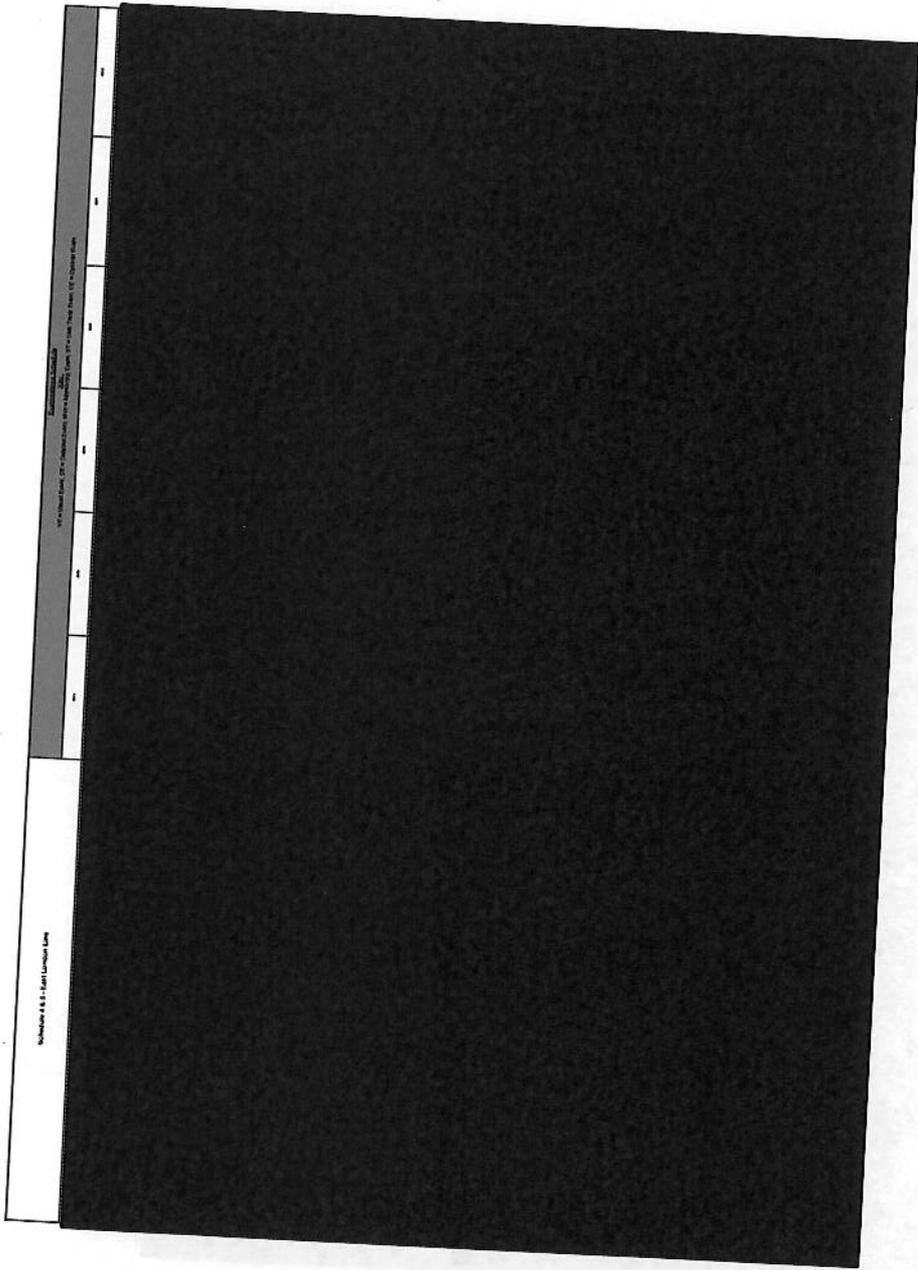
9. Estimated impact on Train Operator services should the request be refused: _____

10. Requestor name: _____
 11. LO sponsor: _____

12. Granted / Rejected & reason(s): _____

For LO Use Only
 13. Decision By (name): _____ Date: _____

LCR 14/10/10 EAST LONDON LINE CORE ROUTE WORKSITE ACCESS PLAN CHANGE REQUEST FORM



Attachment 4 of 5 - 8/11/2014

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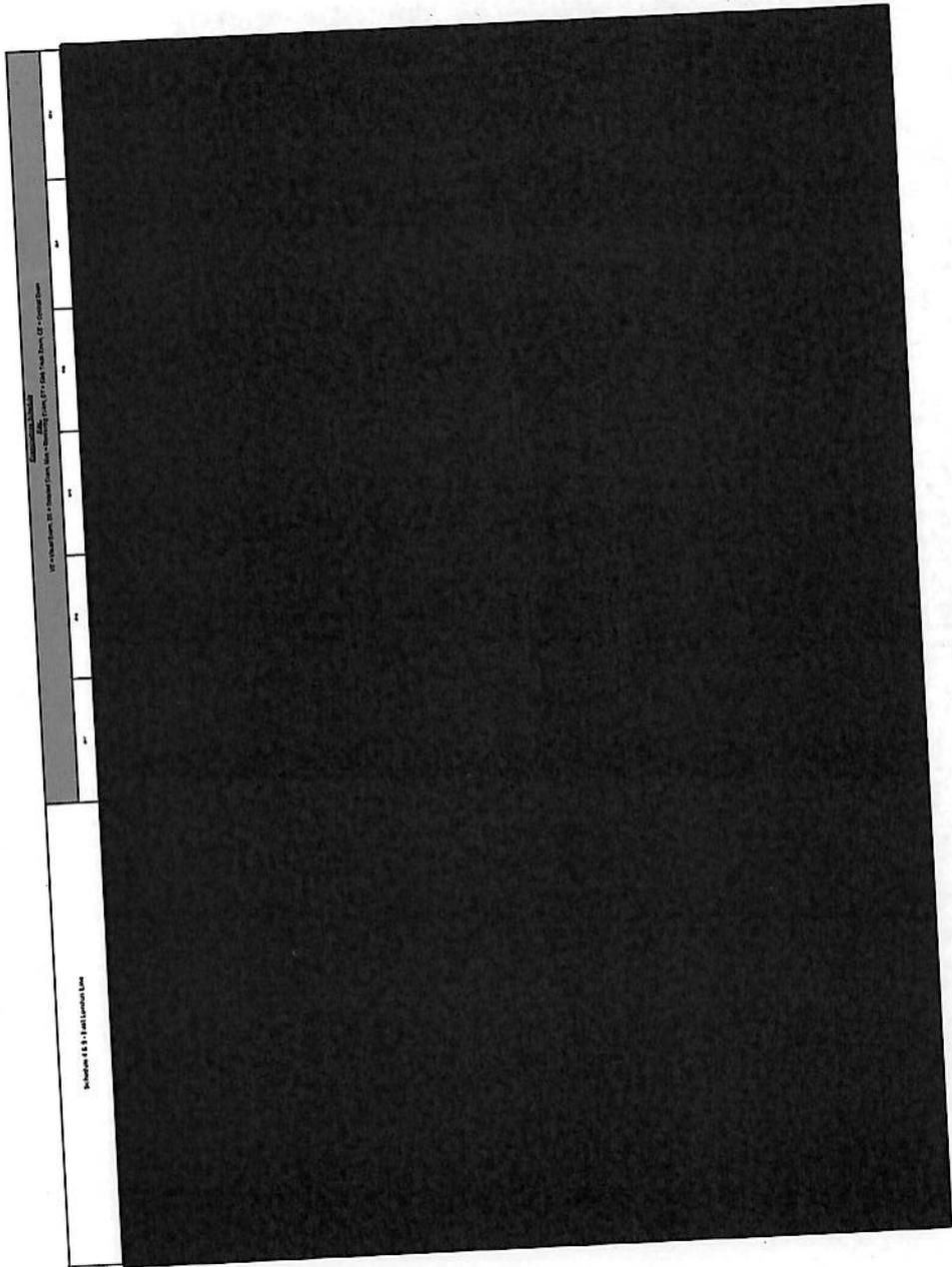
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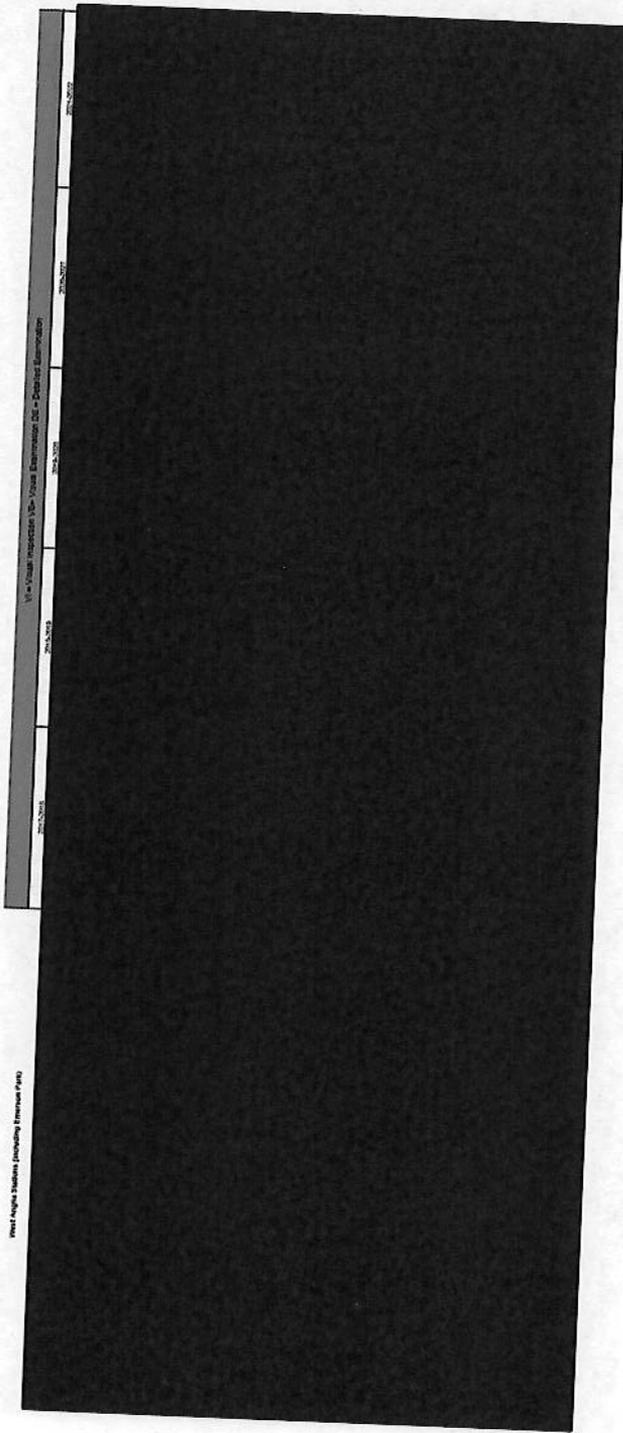


SECTION 101.01 - GENERAL NOTES
1. SEE GENERAL NOTES TO SPECIFICATIONS FOR ALL NOTES.
2. SEE GENERAL NOTES TO SPECIFICATIONS FOR ALL NOTES.
3. SEE GENERAL NOTES TO SPECIFICATIONS FOR ALL NOTES.
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SECTION 101.01 - GENERAL NOTES

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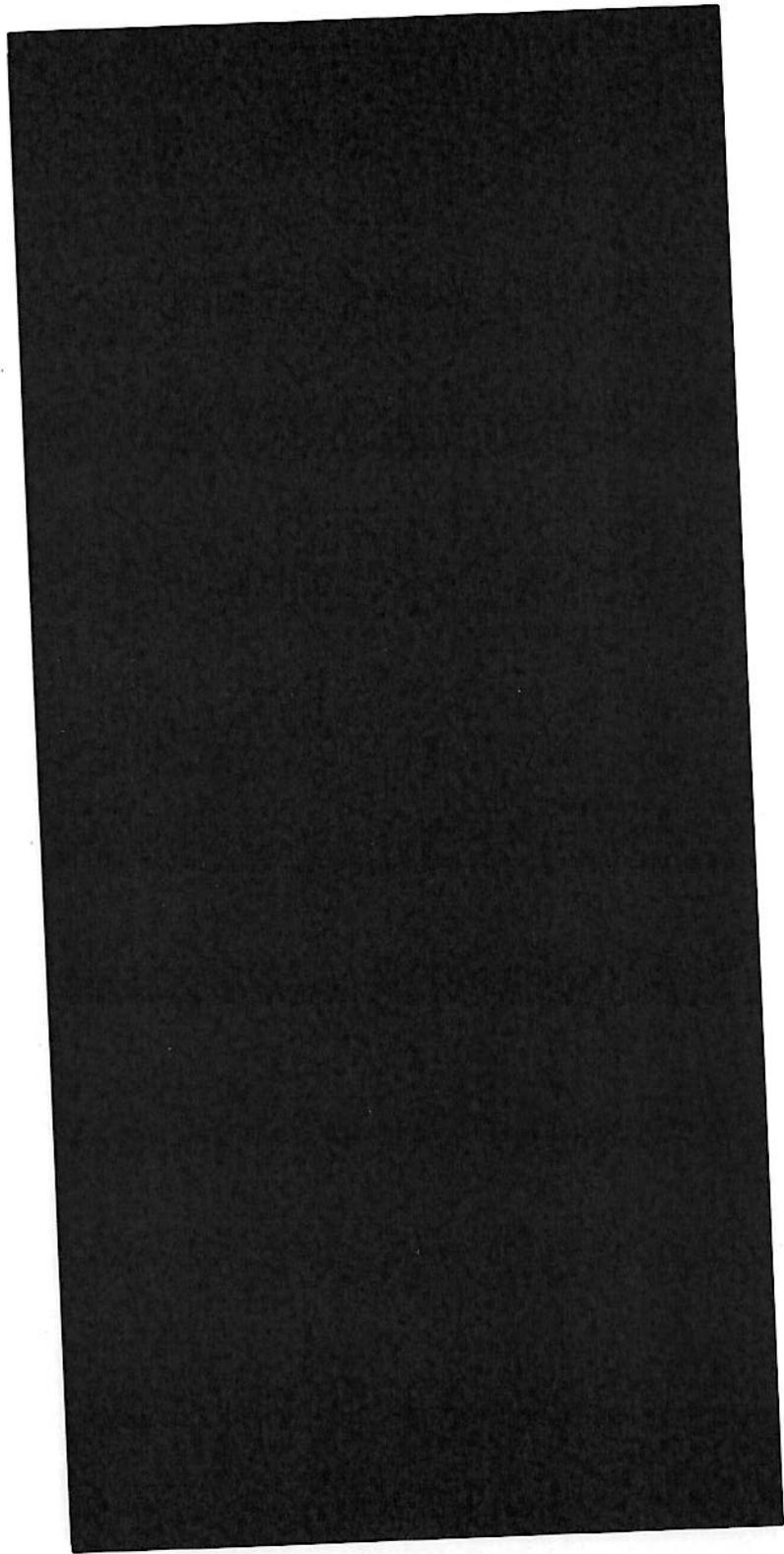
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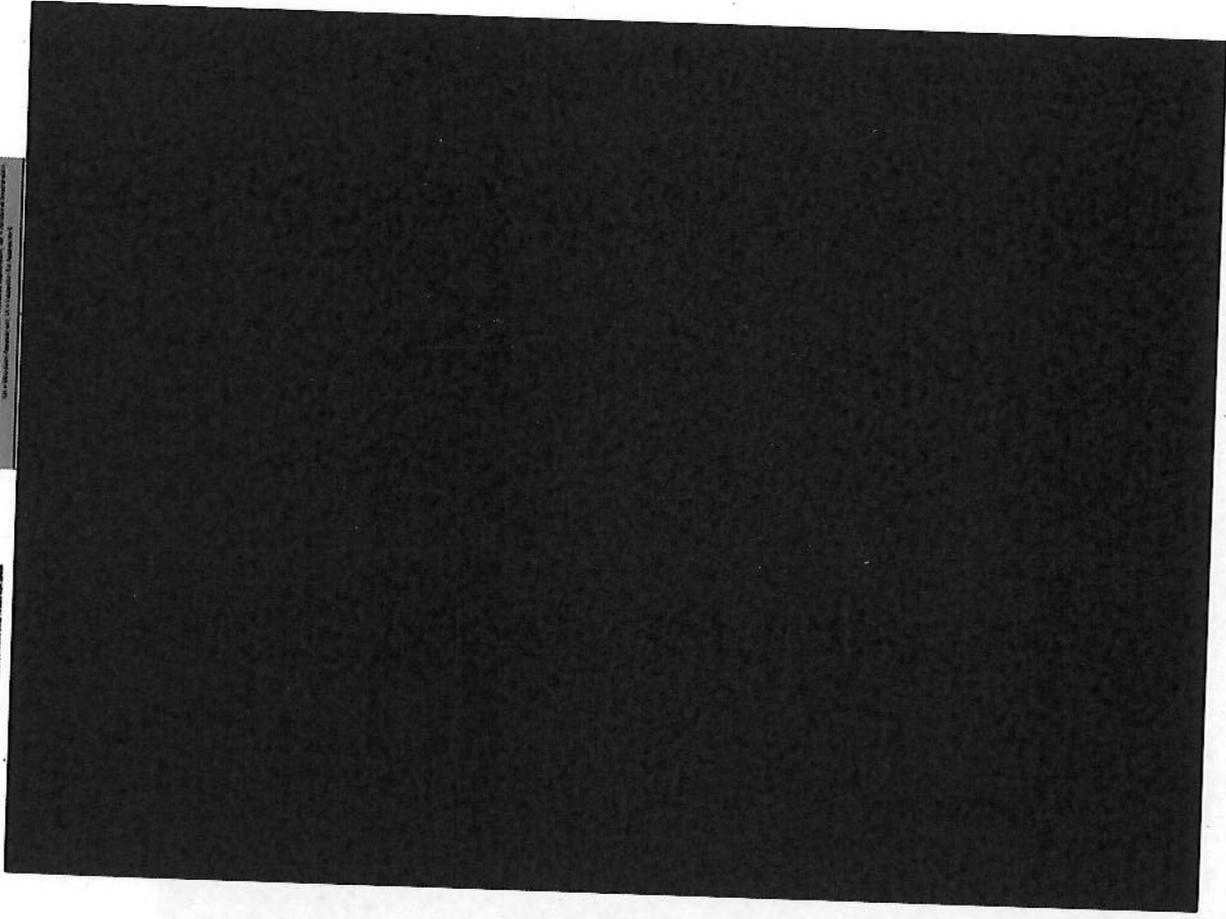
Press Release regarding [Redacted]

View Online Inspection Report - [Redacted] - [Redacted]



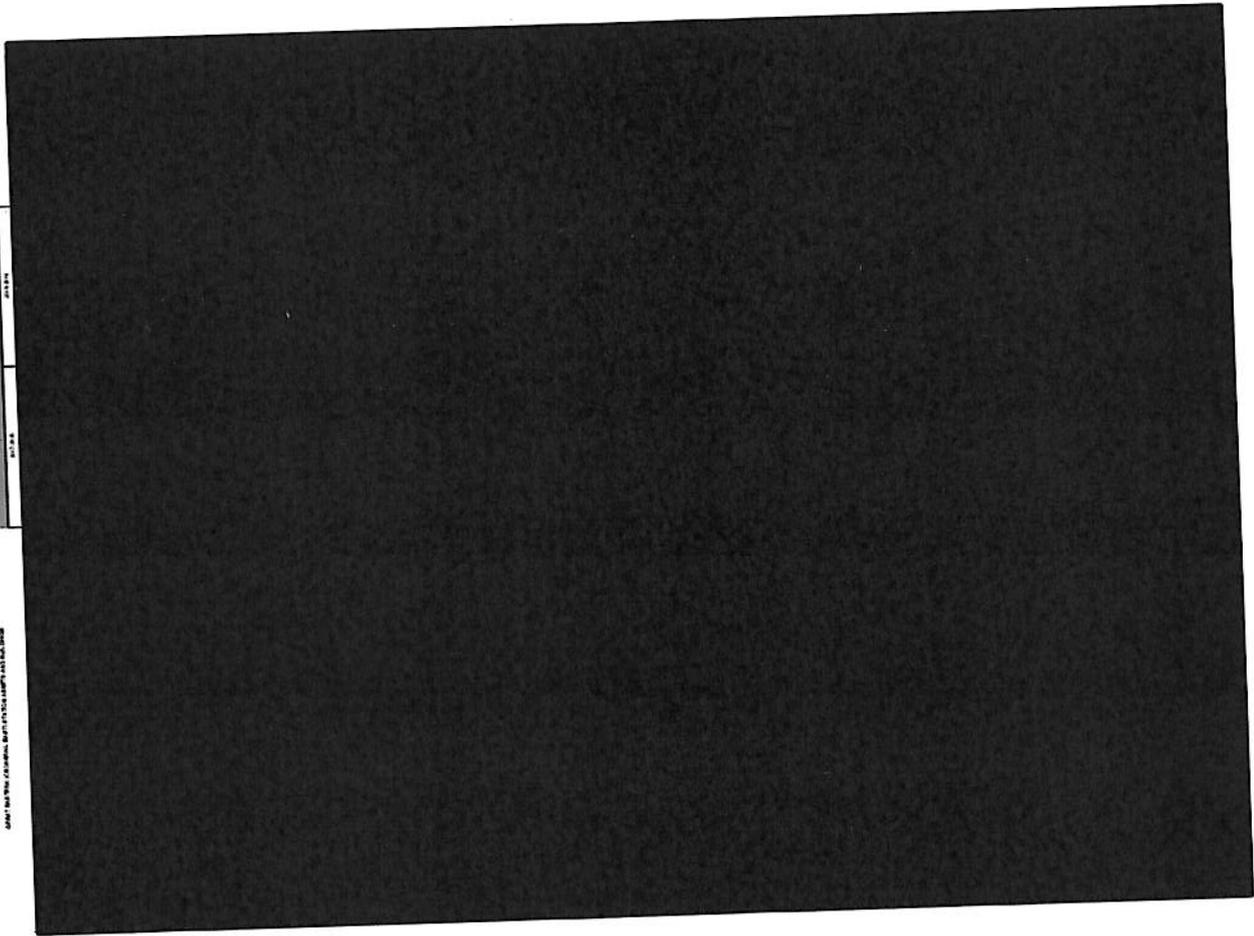
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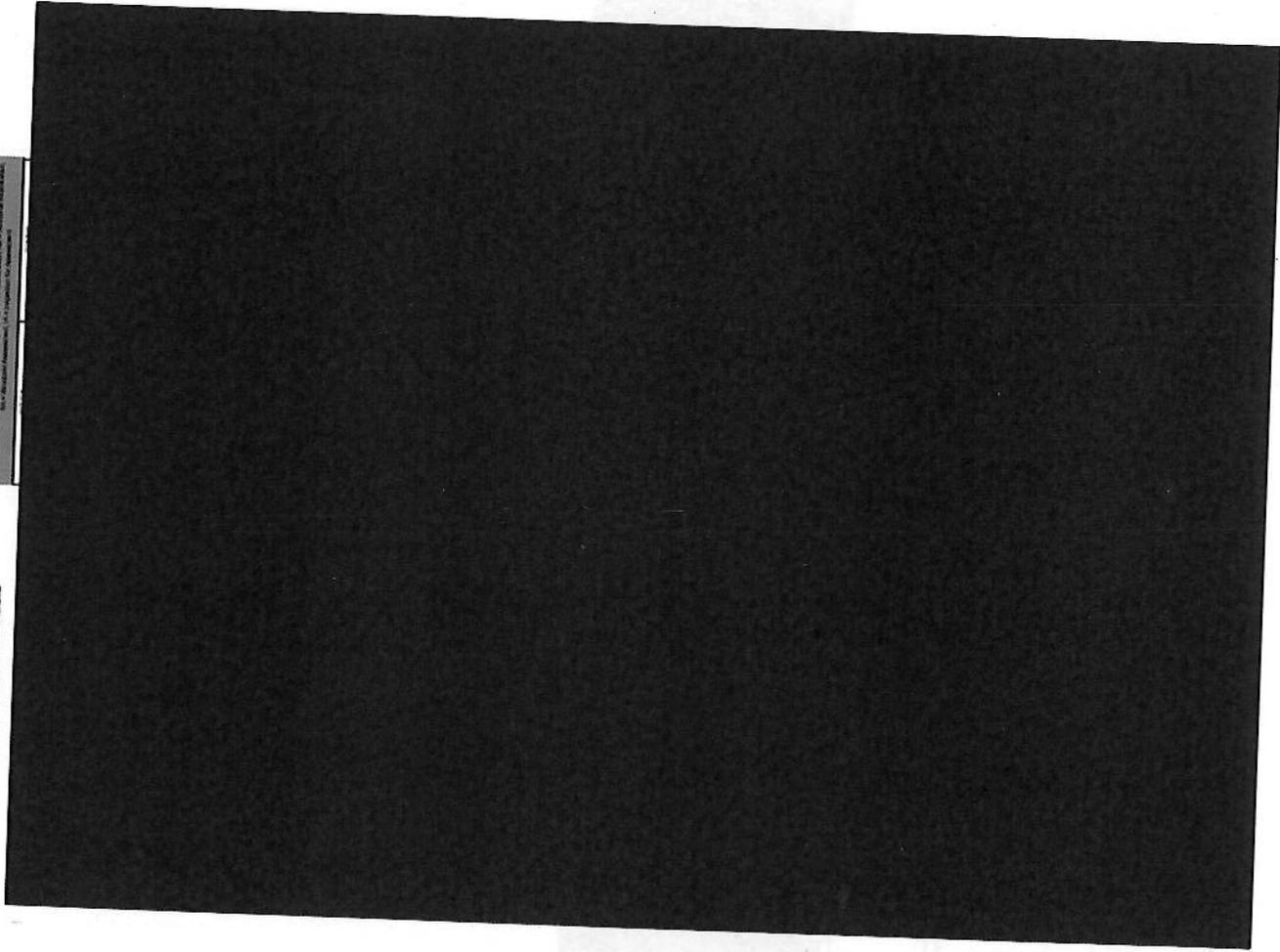
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Isolation Costs

