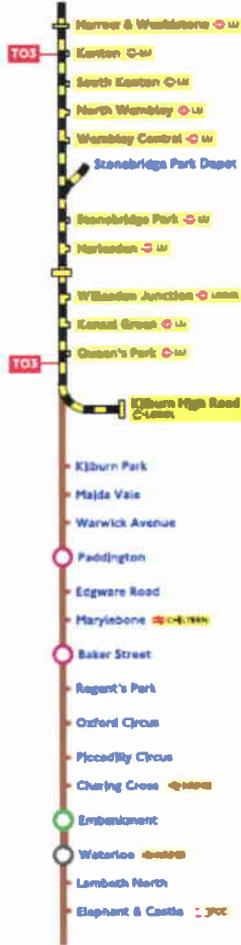
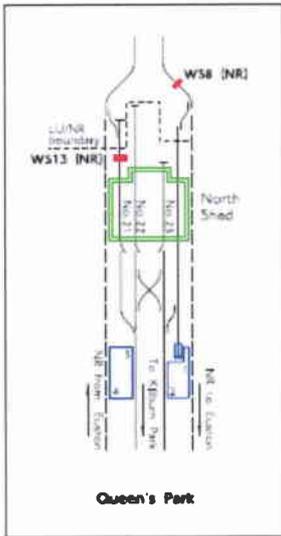


# LOT 5: CLEANING: EXECUTION VERSION

## Appendix 5: Network Rail Interface Locations

### Bakerloo line

TOS Harrow & Wealdstone to Kiburn High Road via Queen's Park Track Agreement LU is Network Rail's customer for track signalling and traction current. These are shared with LOROL which also has an Agreement with Network Rail



Station Agreements between Harrow & Wealdstone and Kiburn High Road via Queen's Park. Excluding Willesden Junction LU is the Station Facility Owner

LU's access to Stonebridge Park is via Network Rail track. There is an on-own track interface between LU and Network Rail track at the depot entrance.

There are on-own track interfaces between LU and Network Rail at the north end of the LU Queen's Park North Shed. LU and Network Rail tracks also run parallel through Queen's Park Station

The route from Queen's Park to Kiburn High Road station is provided under Track agreement TOS for resourcing the service in emergency only

	Network Rail owned station with SFO. May be other TOC's
	Track Agreement
	Location of Track Agreement

Created: 30 March 2013

**For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNW-B, SE-B and WN-B**

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# LOT 5: CLEANING: EXECUTION VERSION

## Central line

**Ealing Broadway - Station Agreement**  
 PCW is the Station Facility Owner  
 LU is the customer but owns the  
 Canals and Operates the platforms



**West and South Ruislip - Station Agreements**  
 LU is the station owner. Chiltern Railways is  
 LU's customer but manages its own platforms

**Greenford - Station Agreement** LU is the station  
 owner. FGW is LU's customer.  
 Network Rail owns the track in the bay platforms

<b>Richmond</b>	Network Rail owned station with SFO may be other TOC's
<b>TO3</b>	Track Agreement
<b>—</b>	Location of Track Agreement

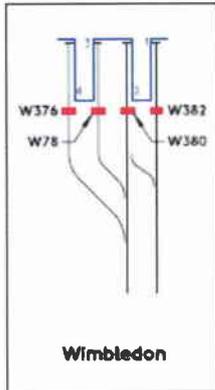
Created 30 March 2011

**For details of Land and Property boundaries  
 refer to Site Specific Engineering arrangements  
 GW-C, ML-C and SE-C**

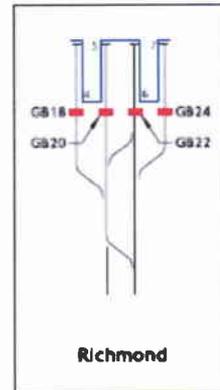
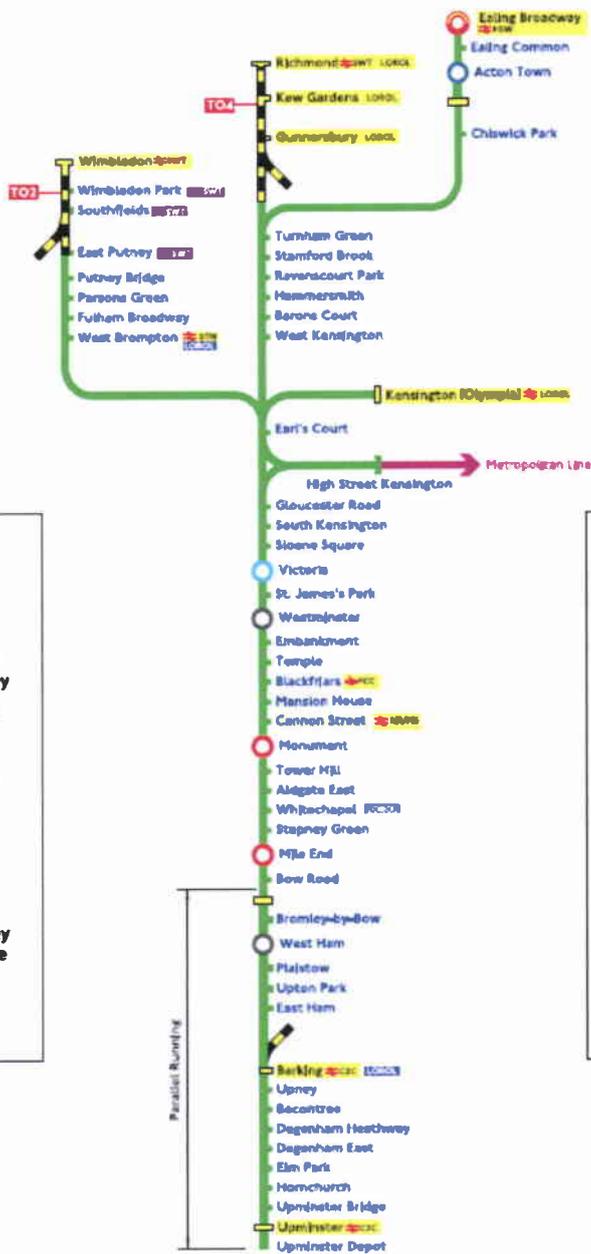
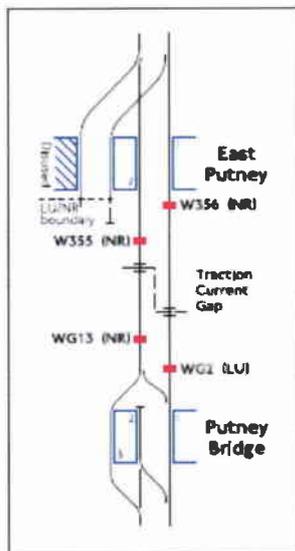
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LOT 5: CLEANING: EXECUTION VERSION

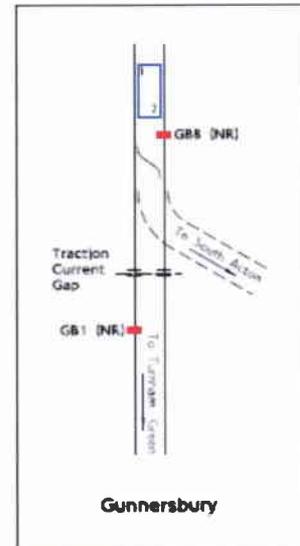
District line



TO1 East Putney to Wimbledon Track Agreement Close South West Trains a diversionary and empty stock route Network Rail supplies the traction current and signal operation but is LU's customer for track



Richmond Olympic Station Agreement LOROL is the Station Facility Owner LU is the customer



Barking and Upminster - Station Agreements CJC is the Station Facility Owner LU is the customer

Richmond Olympic Network Rail owned station with SFO may be other TOC's  
 TO1 Track Agreement  
 Location of Track Agreement

For details of Land and Property boundaries refer to Site Specific Engineering arrangements SE-D and WN-D

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# LOT 5: CLEANING: EXECUTION VERSION

## Jubilee line



Canring Town - Station Agreement. LU is the Station Facility Owner. The Docklands Light Railway's access is covered by a lease but LU provides some station services.

West Ham - Station Agreement. LU is the station facility owner. CFC is the customer but manages its own platforms.

Stratford - Station Agreement. High level platforms and subways - NKEA are the Station Facility Owner. LU Central line is the customer, but staff Central line platforms.

<b>Richmond/Queen</b>	Network Rail owned station with SFO. may be other TOC's
<b>TO3</b>	Track Agreement
<b>■</b>	Location of Track Agreement

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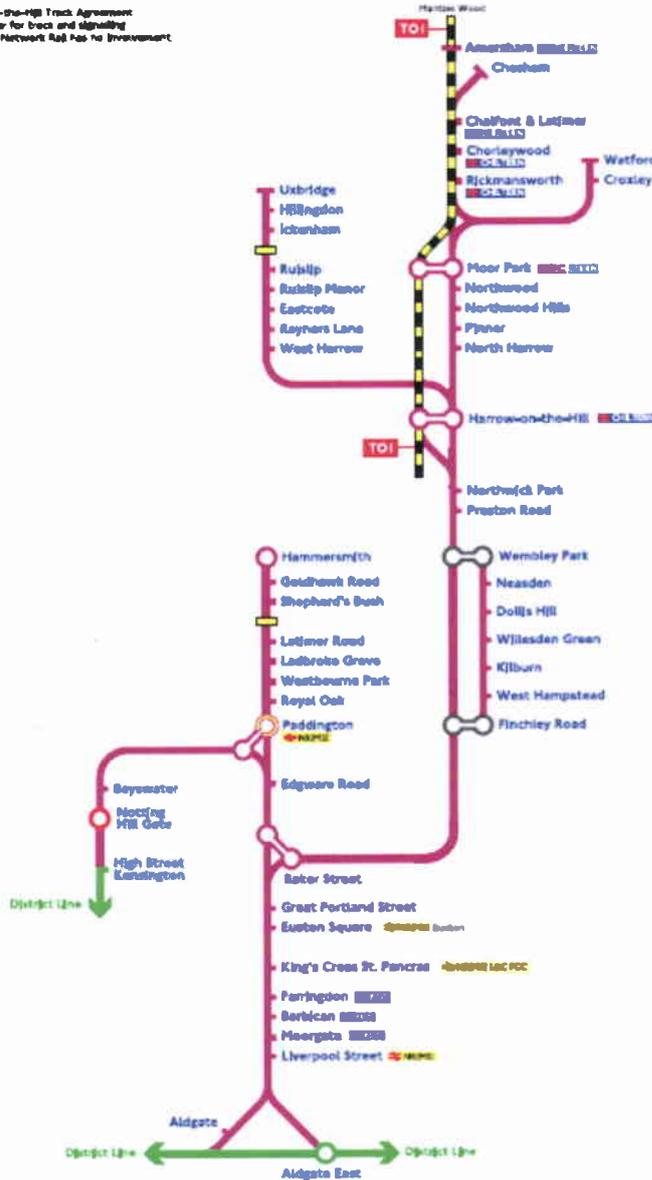
For details of Land and Property boundaries refer to Site Specific Engineering arrangements SE-J and LNW-J

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# LOT 5: CLEANING: EXECUTION VERSION

## Metropolitan line

TO1: Harrow-on-the-Hill - Harrow-on-the-Hill Track Agreement  
 Chiltern Railways is LU's customer for track and signalling over the Metropolitan with the Network Rail has no involvement



Station Agreements between Amersham and Harrow-on-the-Hill. LU is the station facility owner. Chiltern Railways is the customer. Chiltern uses Moor Park in emergencies only.

Farringham and Moorgate - Station Agreements. LU is the Station Owner. FCC is the customer at Moorgate but manages its own platforms.

Network Rail owned Station with SFO. may be other TOC's!  
 TO1 Track Agreement  
 Location of Track Agreement

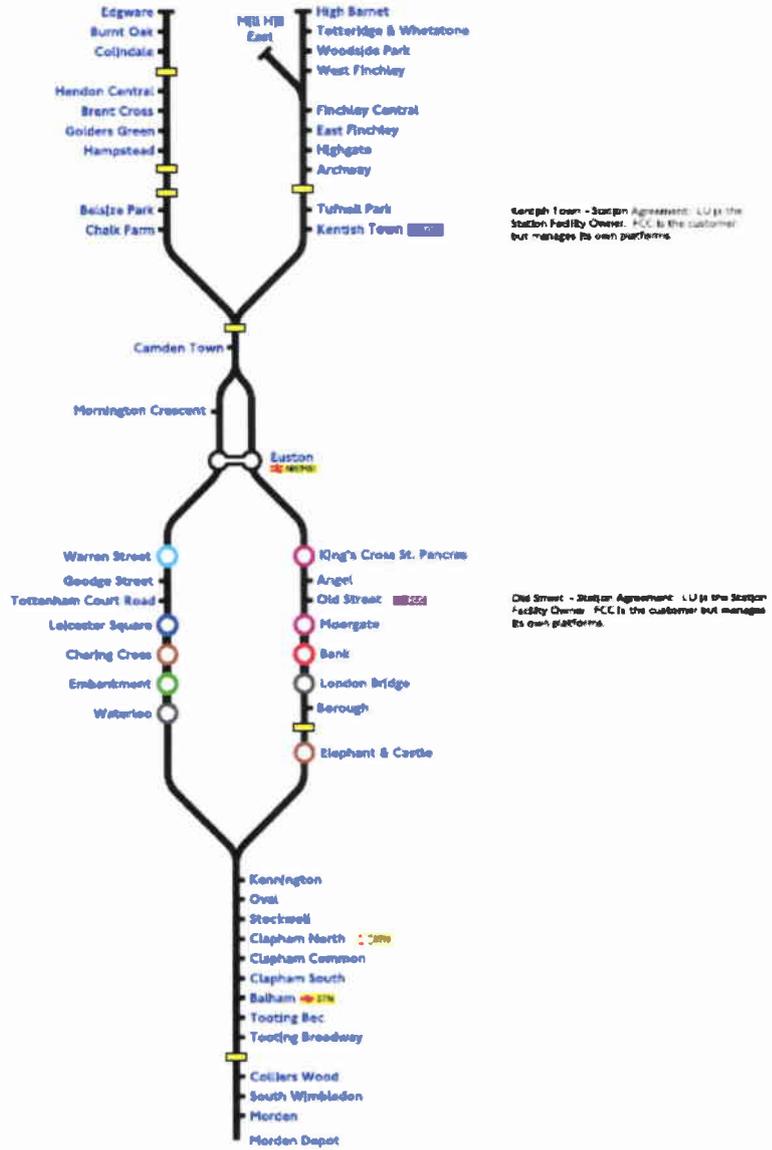
For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNE-M, LNW-M, SE-M and WN-M

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LOT 5: CLEANING: EXECUTION VERSION

**Northern line**



**Legend:**  
 - Yellow rectangle: Northern Rail owned station with SFO may be other TOC's  
 - Red rectangle: TO3  
 - Red circle: TO4  
 - Yellow rectangle: Track Agreement  
 - Yellow rectangle: Location of Track Agreement

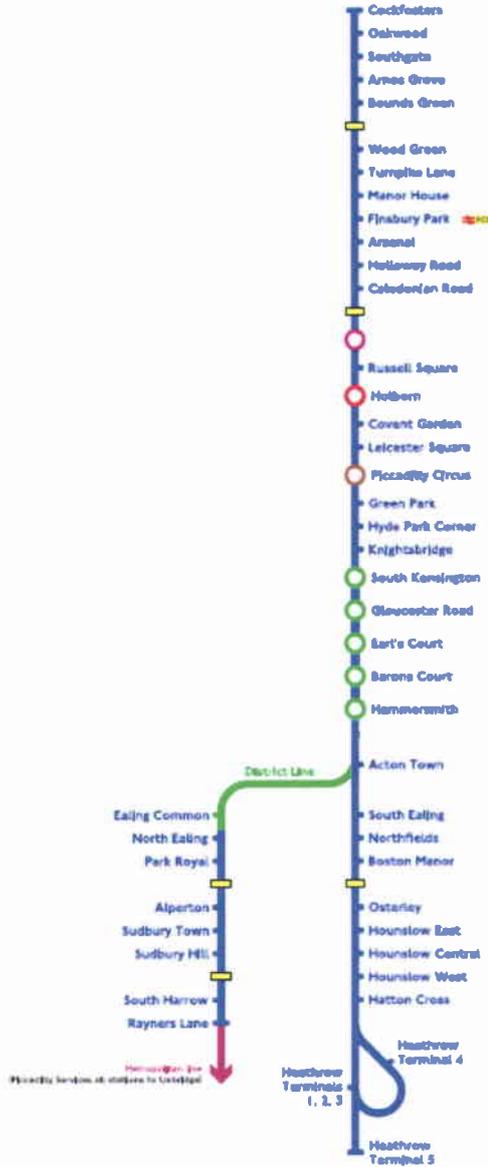
**For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNE-N, LNW-N and SE-N**

Created: 28 March 2012

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LOT 5: CLEANING: EXECUTION VERSION

Piccadilly line



Finsbury Park - Station Agreement: LU and FCC are joint Station Facility Owners. Both will work in partnership and no crosscharging will take place.

**Legend**

- Network Rail owned station with SFO may be other TOC's
- Track Agreement
- Location of Track Agreement

Created 28 March 2013

For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNE-P, LNW-P, SE-P and WN-P

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## Victoria line



Walthamstow Central - Station Agreement: NREA is the Station Facility Owner. LU is the customer but owns its own part of the station at sub surface level.

Blackhorse Road - Station Agreement: LU is the Station Facility Owner. LOROL Train Services is the customer but manages its own platforms.

Tottenham Hale and Seven Sisters - Station Agreements: LU is the Station Owner. NREA is the customer but manages its own platforms.

Highbury & Islington - FCC is the Station Facility Owner for all above level platforms. LU is the Station Facility Owner for the LOROL Train Services platforms. All other parts of the station are owned by LU.

<b>Richmond Depot</b>	Network Rail owned station with SFO. May be other TOC's
<b>TOA</b>	Track Agreement
<b>---</b>	Location of Track Agreement

Created: 30 March 2011

**For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNE-V, LNW-V and SE-V**

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**LOT 5: CLEANING: EXECUTION VERSION**

**Appendix 6: Cancelled or Delayed/Curtailed Access Form**

<b>London Underground</b>					
Frustrated Access (Cancelled / Delayed / Curtailed) Form					FAC-001 v1
Directorate:			Upgrade / Asset Group:		
Project / Work Title:			Project Id / Work Order / Job Ref.		
<b>Line:</b> _____		<b>Unique Ref.:</b> _____			
<b>Access Affected:</b> <small>(tick one)</small>		Cancelled: <input type="checkbox"/>		Delayed / Curtailed: <input type="checkbox"/>	
<b>Date:</b> <small>(shift start)</small>		Day: ____/____/____		Night: <small>(start)</small> ____ - <small>(end)</small> ____/____/____	
<b>Access Authority Details:</b> <small>(must be valid)</small>					
Booking Ref. (1):		PICER Ref. <small>(copy required)</small> :			
Booking Ref. (2):		Access Type: TRACK / STATION / OTHER <small>(Circle as applicable)</small>			
<small>All details Mandatory</small>					
Access Location <small>(or Code):</small>			Work Location or Code <small>(+ SB/NB/EB/WB):</small>		
Station Supervisor Name:			Track Current Sections Booked Out <small>(ref required)</small> :		
Work to be done <small>(brief details)</small> :					
Time Booked on Station:		Time Booked on with TAC:		Call Back Time given by TAC:	
Planned Start time:		Actual Start time:		Planned finish time:	
Actual finish time:		Total Shift or Time Lost:		TAC Ref. No:	
<b>Reporters Details:</b> <small>(mandatory)</small>					
Name:		Company:		Contact No.	
				Email	
<b>LU Accountable Manager Details:</b>					
Name:		Directorate / delivery Group:		Contact No.	
				Email	
<b>Contractors / Sub-Contractors affected:</b> <small>(mandatory)</small>					
Contractor		Ops in work Party (no.)		Contractor	
				Ops in work Party (no.)	
<b>Cause of Lost Time / Shift</b> <small>(mandatory)</small>					
<b>Engineers Train</b>		Train ref. no.		Was train published in ENLA?	
Y/N				If so, which no?	
		Reason for late running (if known)		Was Train published in Eng Notice?	
				If so, which no?	
<b>Passenger Train</b>		Train ref. no.		Line	
Y/N				Direction (circle one)	
				SB / NB / EB / WB	
		Reason for late running (if known)		Destination	
<b>Other Contractor</b>		<input type="checkbox"/> Name			
<b>LU Supervisor</b>		<input type="checkbox"/> Name			
<b>Late Book on TAC</b>		<input type="checkbox"/> Details			
<b>Early call back TAC</b>		<input type="checkbox"/>			
<b>Other</b>		<input type="checkbox"/>			
Signature of station supervisor				Was further investigation completed by DOE / DOME? Y / N	

This form must be faxed to XXXXX or emailed to XXXX

**LOT 5: CLEANING: EXECUTION VERSION**

**SCHEDULE 6: Contract Variation Procedure and Additional Works**

## LOT 5: CLEANING: EXECUTION VERSION

### PART A – CONTRACT VARIATION PROCEDURE

1. Without prejudice to paragraph 3 below, the cost of any Variation Order shall be agreed between the Parties taking account of the reasons why the Variation Order was required.
2. The Company may propose a variation by completing Appendix 1 (Form of Variation Proposal/Variation Order) of this Part A and supplying three (3) copies of it to the Supplier. Within five (5) Working Days of receipt, or such other time as may be agreed by the Company, the Supplier shall complete Part B of the Variation Proposal and shall supply two (2) copies of the Variation Proposal to the Company. The Company shall be entitled, at any time within twenty (20) Working Days of receipt, to instruct and authorise the Supplier to proceed with the variation on the terms so set out by each Party by completing and signing Part C of one (1) copy of the Variation Proposal (which, following such signature, will be referred to as a “Variation Order”) and supplying such Variation Order to the Supplier. The relevant part(s) of this Contract shall thereupon be varied accordingly.
3. For the avoidance of doubt, the Supplier shall carry out the variation in accordance with the Variation Order on the terms determined by the Company and such variation shall commence no later than five (5) Working Days (unless otherwise instructed by the Company) following receipt of the signed Variation Order by the Supplier. Where the terms are not agreed by the Supplier, or where the Supplier fails to provide Part B of the Variation Proposal to the Company within the timescales set out in paragraph 2 above, the variation shall be deemed to be agreed and the Supplier shall proceed, at the request of the Company, to implement the variation in accordance with the specified terms within five (5) Working Days (unless otherwise instructed by the Company of receipt of the original Variation Proposal by the Supplier. Where such Variation Order is disputed by the Supplier, the Supplier may refer this to the dispute resolution procedure pursuant to Schedule 14 (Dispute Resolution Procedure) but is required to implement the variation pending the outcome of the Dispute.
4. The Supplier may propose a variation, after requesting the issue by the Company of a Variation Proposal variation number, by completing Parts A and B of a Variation Proposal and supplying two (2) copies of it to the Company. The Company shall be entitled, at any time within twenty (20) Working Days of receipt, to instruct the Supplier to proceed with the variation on the terms so set out by the Supplier by completing and signing Part C of one (1) copy of the Variation Proposal (which, following such signature, will be referred to as a “Variation Order”) and supplying such Variation Order to the Supplier. The relevant part(s) of this Contract shall thereupon be varied accordingly.
5. The Supplier may indicate in a Variation Proposal that the price is an estimated price but, if it does so, it shall supply a firm price to the Company in writing at least five (5) Working Days before the expiry of the time within which the Company is entitled to instruct the Supplier to proceed with the variation.
6. In all Variation Proposals, the Supplier shall ensure that:
  - 6.1 the price indicated by the Supplier is the full price and shall cover all costs associated with the variation;
  - 6.2 if appropriate, a range of prices is shown corresponding to the extent of the Services to be carried out; and
  - 6.3 the Variation Proposal includes such further information as may reasonably be

## **LOT 5: CLEANING: EXECUTION VERSION**

required by the Company.

7. In an Emergency, both Parties shall use their reasonable endeavours to expedite the actions permitted or required under the Contract Variation Procedure.
8. The Company will not accept any retrospective claims for additional work caused by a variation which has not been approved by the Company in accordance with the Contract Variation Procedure before the commencement of such additional work.
9. All authorised additional work resulting from any Variation Proposal shall be priced in accordance with any applicable rates set out in Schedule 2 (Payment).
10. The Supplier shall at all times act reasonably and shall price each Variation Proposal at the least possible additional cost to the Company that it is reasonably and economically practicable for the Supplier to offer and which has the least possible impact on the terms of this Contract, including but not limited to, the Specification.
11. Strict adherence to the procedure described in this Schedule 6 Part A (Contract Variation Procedure) shall be a condition precedent to any addition to the Contract Price for the Services. If the Supplier does not adhere to each paragraph in this Schedule 6 Part A then the Supplier shall not be entitled to any addition to the Contract Price notwithstanding that the Supplier may have supplied additional or varied Services.

**LOT 5: CLEANING: EXECUTION VERSION**

**APPENDIX 1: FORM OF VARIATION PROPOSAL/VARIATION ORDER**

<b>To:</b>	<b>From:</b>
------------	--------------

**Contract Reference:**  
**Variation Number:**  
**Variation Title:**

**PART A (TO BE COMPLETED BY THE ORIGINATOR OF THE VARIATION ORDER)**

<b>Description of change:</b>	
<b>Reason for changes and impact (if any) on Contract:</b>	
<b>Variation Proposal Authorised by:</b>	<b>Proposal Date:</b>

**PART B (TO BE COMPLETED BY THE SUPPLIER)**

<b>Price Breakdown</b>	
Note: If a further breakdown is needed please append details as a separate sheet.	

**Expected Delivery Date:**

**Supplier's Representative:**  
**Print Name:** ..... **Signature:** ..... **Date:** .....

Completed document to be returned to the Company's Representative

**PART C (TO BE COMPLETED BY THE COMPANY'S REPRESENTATIVE)**

**Comment on Parts A and B:**

Variation Authorisation

**Company's Representative:**  
**Print Name:** ..... **Signature:** ..... **Date:** .....

**LOT 5: CLEANING: EXECUTION VERSION**

**PART B – ADDITIONAL WORKS**

**LOT 5: CLEANING: EXECUTION VERSION**

**SCHEDULE 6 PART B**

**ADDITIONAL WORKS**

**Part 1**

**Definitions**

**Additional Works** means the provision, on a temporary and/or ad hoc basis, of any additional:

- (a) asset replacement or other remedial works or minor works; and/or
- (b) labour, in excess of any of the quantities set out in the Specification, to provide services which relate to the type and nature of the general scope of the Services but which are outside of the specific scope of the Services;

**Additional Works Notice** means a request for Additional Works from the Company that states on its face that it is an Additional Works Notice;

**Additional Works Rates** means the rates to be applied in respect of any request from the Company for Additional Works as contained in Matrix 5 of Schedule 2 (Payment);

**Revised Additional Works Notice** has the meaning given to it in paragraph 2.4 of Part 2 of this Schedule 6 Part B.

**LOT 5: CLEANING: EXECUTION VERSION**

**SCHEDULE 6 PART B**

**ADDITIONAL WORKS**

**Part 2**

**Additional Works**

**1. Additional Works Notice**

- 1.1 Where Additional Works are required by the Company, the Company shall submit to the Supplier an Additional Works Notice.

**2. Supplier Response and Company Confirmation**

- 2.1 Within five (5) Working Days of receipt of the Additional Works Notice, the Supplier shall confirm in writing to the Company as relevant and in accordance with this Part 2:

2.1.1 the cost of performing the required Additional Works;

2.1.2 the time period for performing the Additional Works; and

2.1.3 when it is proposed the Additional Works are to be carried out.

- 2.2 The cost of implementing the required Additional Works shall be calculated by reference to paragraph 3 of this Part 2.

- 2.3 Other than the costs referred to in paragraph 2.2 of this Part 2 the Supplier shall make no charge to the Company for processing, implementing or managing Additional Works.

- 2.4 The Company may object in writing within five (5) Working Days of receipt of the Supplier's confirmation pursuant to paragraph 2.1 of this Part 2 to any part of that confirmation and in such circumstances the Parties shall act reasonably to agree as soon as practicable how the Additional Works are to be implemented. In the event that the parties cannot reach agreement within ten (10) Working Days (unless otherwise instructed by the Company, the Company shall have sole discretion to determine the terms and such terms shall be notified to the Supplier in a revised Additional Works Notice (the "Revised Additional Works Notice").

- 2.5 Where the Company accepts the information provided by the Supplier pursuant to paragraph 2.1 and following receipt of an instruction by the Company to proceed with the Additional Works, the Supplier shall then carry out the Additional Works in accordance with the agreed Additional Works Notice or Revised Additional Works Notice (as applicable).

- 2.6 Notwithstanding the right of the Supplier to refer a Dispute in relation to an Additional Works Notice to the dispute resolution procedure pursuant to Schedule 14 (Dispute Resolution Procedure), in the event of a Dispute, the Supplier is required to implement the Additional Works pending the outcome of the Dispute.

**3. Pricing of Additional Works**

## LOT 5: CLEANING: EXECUTION VERSION

For the purposes of paragraph 2.2 of this Part 2, the cost of implementing any Additional Works shall be calculated in accordance with the calculation set out in Schedule 2 (Payment) and on the basis that:

- 3.1 wherever practicable the Supplier shall procure that such works are carried out by existing on-site and suitably qualified Supplier Personnel and no labour element shall be charged to the Company in respect of such works. Where such Additional Works are not carried out by existing on-site and suitably qualified Supplier Personnel, the cost of the labour element shall be calculated in accordance with the Additional Works Rates or, where such rates are not applicable, in accordance with rates which are fair and reasonable;
- 3.2 subject to paragraph 3.3, the materials element shall be charged at the cost of materials to the Supplier or to the contractor carrying out the work (net of all discounts) and there shall be no management fee, margin, overhead, contingency or other cost applied in relation thereto; and
- 3.3 an uplift of ■■■ shall be payable by the Company to the Supplier in respect of the Additional Works.

### 4. Implementation

- 4.1 The Supplier shall perform the required Additional Works so as to minimise any inconvenience to the Company and within the timescales specified in the confirmation provided pursuant to paragraph 2.1 of this Part 2 (or agreed by the parties pursuant to paragraph 2.4 of this Part 2).
- 4.2 The Supplier shall notify the Company when it believes the Additional Works have been completed.
- 4.3 Where the Supplier has either:
  - 4.3.1 failed to provide a response pursuant to paragraph 2.1 of this Part 2; or
  - 4.3.2 failed to fully implement the Additional Works within ten (10) Working Days of the date that has been determined or agreed in accordance with paragraph 4.1 of this Part 2 as being the date on which the Additional Works should have been implemented,

then the Company shall be entitled to exercise its rights pursuant to Schedule 12 (Performance Measurement).

### 5. Payment

- 5.1 Where the Additional Works have been performed to the satisfaction of the Company acting reasonably the Supplier shall include the costs of the relevant Additional Works in its next following Payment Application submitted pursuant to Clause 18.1 following completion of the relevant Additional Works.
- 5.2 All amounts payable in respect of Additional Works shall be invoiced and paid in accordance with the procedure described in Clause 18 of this Contract.

### 6. Documentation and Monitoring

## **LOT 5: CLEANING: EXECUTION VERSION**

- 6.1 No due diligence (whether funder, legal, technical, insurance or financial) shall be required in relation to Additional Works unless otherwise agreed between the parties.
- 6.2 Unless otherwise agreed between the parties, no changes shall be made to this Contract as a result of Additional Works, save for the encompassing of the subject matter of the Additional Works within the Specification.
- 6.3 The Supplier shall keep a record of all Additional Works processed, completed and outstanding and shall provide the Company with a copy of that record whenever reasonably required by the Company.

### **7. Disputes**

Any Dispute may be referred by either party for resolution pursuant to Schedule 14 (Dispute Resolution Procedure), but the Supplier shall, nevertheless, be required to perform the Additional Works within the prescribed timescales notwithstanding the Dispute, where such Dispute concerns the cost of the Additional Works.

### **8. Applicability of the Contract**

In providing the Additional Works, the Supplier shall comply with the requirements of the Contract and (save to the extent the contrary is expressly set out in this Schedule that is agreed or determined in accordance with the Contract) any provisions in the Contract which impose obligations on the Supplier in respect of the provision of the Services shall apply equally to the provision of the Additional Works.

**LOT 5: CLEANING: EXECUTION VERSION**

**SCHEDULE 7: Health, Safety, Quality and Environmental Requirements**

## **SCHEDULE 7: HEALTH, SAFETY, QUALITY AND ENVIRONMENTAL REQUIREMENTS**

### **PART A: HEALTH & SAFETY**

1. Summary
2. Non-LUL Health & Safety
3. LUL Health & Safety (QUENSH)

### **PART B: QUALITY**

### **PART C: ENVIRONMENTAL REQUIREMENTS**

## **SCHEDULE 7 PART A: HEALTH & SAFETY**

### **1. SUMMARY**

#### **1.1 POLICY**

At all times the Supplier shall have and shall maintain an appropriate health and safety policy ("Health & Safety Policy") which outlines a commitment to the prevention of injury, ill health and continual improvement by establishing, implementing and maintaining a programme for achieving its objectives which includes:

- Designation of responsibility and authority for achieving objectives at relevant functions and levels
- The means and time-frame by which the objectives are to be achieved
- The objectives shall include commitments to the prevention of injury and ill health, compliance with applicable legal requirements and with other requirements to which the organization subscribes, and to continual improvement

The Supplier shall demonstrate commitment by ensuring the availability of resources essential to establish, implement, maintain and improve occupational health and safety.

#### **1.2 ORGANISATION**

##### **1.2.1 Control**

The Supplier shall define roles and allocate responsibilities and accountabilities to facilitate effective health and safety management and shall ensure that persons in the workplace take responsibility and are accountable for the aspects of occupational safety and health over which they have control.

##### **1.2.2 Competency and Training**

The Supplier shall ensure that any persons under its control are competent on the basis of appropriate education, training or experience. It shall provide training or take other action to meet these needs, evaluate the effectiveness of the training or action taken, and retain associated records.

The Supplier shall designate sufficient competent staff, subject to the approval of the Company's Representative or designated deputy, to support the Supplier to assist him them in undertaking the measures they need to take to comply with the requirements and prohibitions imposed upon them by or under the relevant statutory provisions as detailed in the Management of Health and Safety at Work Regulations 1999 regulation 7 or any subsequent amendments.

As a guide, the level of competency can be assumed to be a higher (Diploma level) qualification accredited by the Qualifications and Curriculum Authority or the Scottish Qualifications Authority.

### **1.2.3 Communication and Consultation**

The Supplier shall establish, implement and maintain procedures for effective communication both internally and with other suppliers, visitors and interested parties.

The Supplier shall establish, implement and maintain a procedure for the participation of workers in respect of hazard identification, incident investigation and development and review of health and safety policies and objectives.

The Supplier shall consult and ensure workers are represented on occupational health and safety matters. Workers shall be informed about their participation arrangements, including who is their representative.

## **1.3 ARRANGEMENTS FOR ASSESSING AND MANAGING RISK**

1.3.1 The Supplier shall issue health and safety procedures and associated documentation, the format and content of all documentation and procedures being subject to approval of the Company.

1.3.2 The Supplier shall establish, implement and maintain a procedure for the ongoing hazard identification, risk assessment, and determination of necessary controls. The Supplier's methodology for hazard identification and risk assessment shall be defined with respect to its scope, nature and timing to ensure it is proactive rather than reactive and provide for the identification, prioritization and documentation of risks and the application of controls. They shall be:

- When determining controls, the Principles of Prevention (detailed in the Management of Health and Safety at Work Regulations 1999, regulation 4) should be applied
- The contractor shall document the significant risks and display the assessment and method statement at point of works.
- The Supplier shall keep the results of hazard identification, risk assessments and control measures up-to-date

1.3.3 The Supplier personnel and any sub-contracted personnel shall hold a current and approved health and safety certification (for example an approved industry certification such as the CSCS card) in order to undertake works on any part of the TfL Network and Sites. The Supplier shall appoint a person with overall responsibility for managing health and safety when undertaking operational maintenance activities and other associated property works including verification and certification works and the operation of a permit to work system.

## **1.4 MONITORING AND REVIEW**

The Supplier shall review their safety management system at regular and planned intervals, and adjusted as necessary, to ensure that the objectives set in the Supplier's Health & Safety Policy are achieved.

1.4.1 The Supplier shall develop implement and maintain monitoring and measuring processes including but not limited to:

- Independent auditing
- Workplace inspections
- Regular meetings and communications at all levels
- Feedback to staff regarding health and safety concerns

**1.4.2 Incident Investigation**

The Supplier shall establish, implement and maintain a procedure to record, investigate and analyse safety incidents in order to:

- Determine the root cause of the incident (management failings) and the subsequent underlying occupational health and safety deficiencies/other factors that contributed to the incident
- Identify the need for corrective and preventative action and opportunities for continual improvement
- All incidents occurring on TfL premises are to be reported to the Company using the TfL Accident and Incident Reporting Systems
- In respect of serious incidents which have (or could have) resulted in significant injury or property damage and those incidents where enforcement authorities are involved or have been informed, the Supplier shall ensure that procedures exist to ensure that TfL are informed immediately
- The results of incident investigations shall be documented and maintained and reported to TfL at least quarterly
- The Supplier will fully cooperate and liaise with the Company's Representative and any other parties regarding investigation into incidents in compliance with the Company's requirements.

1.4.3 The Company reserves the right to stop any works, operations or actions of the Supplier's personnel or sub-contractors, if in the opinion of the Company or his representative, the manner in which these are being undertaken constitutes a risk to the safety and or health of persons or damage to property.

1.4.4 When establishing and reviewing its objectives, the Supplier shall consider its technological options, its financial, operational and business requirements, and the views of relevant interested parties.

## **1.5 AUDIT**

- 1.5.1 The Supplier shall ensure that all processes in respect of safety and health are in place during the life of the contract are documented and made available for inspection and/or audit by the Company or its representatives at all times.
- 1.5.2 The Company shall have the right to conduct or commission an audit of the Suppliers' health, safety, quality, and environmental management system and activities at any time.

**SCHEDULE 7 PART A: HEALTH AND SAFETY**

**2. NON-LUL HEALTH & SAFETY**

# Facilities Management Contract: Non LUL locations, including Surface Transport and TfL Head Office locations- Health and Safety Contract Conditions

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## **Purpose**

The purpose of the TfL Surface Transport and non-LUL locations Health and Safety Contract Conditions (the “HSCC”) is to control risk down the supply chain for contracted work on TfL Network property or other TfL premises under the remit of Surface Transport and TfL Head Offices.

**Note:** The requirements detailed are in addition to legislative requirements, British and European standards and industry good practice.

## **1 Scope**

This HSCC applies to facilities management works, activities or services supplied to Company which take place on Company Operational Property or other premises under the management of Surface Transport which affect/impact upon the operation of the Company network. The Company determines the relevant conditions on the basis of risk associated with the works, activities or Services being undertaken.

## **2 Roles and Responsibilities**

### **2.1 The Company**

The Company shall:

- 1) be responsible for ensuring the requirements outlined in the HSCC are managed in all contracts where they are applicable; and
- 2) identify the point of contact that will represent the Company.

This representative shall be responsible for ensuring compliance with the Company’s requirements. This work may be amalgamated within other, recognised roles within the Company.

### **2.2 The Supplier**

The Supplier shall be responsible for managing the activity of the Supplier and their supply chain so that compliance with the HSCC is achieved.

The Supplier shall:

- 1) be responsible for satisfying HSCC requirements applicable to the works;
- 2) have or develop a comprehensive knowledge of the HSCC;
- 3) have or develop an understanding of how “works” can impact on the Surface Transport network, and non-LUL locations, including the Company’s staff, customers and assets;
- 4) ensure that all suppliers forming part of the supply chain (sub-contractors), including nominated Company contractors, comply with all applicable HSCC; and
- 5) upon Contract Award, identify the point of contact who will represent the Supplier and their supply chain, where applicable.

This representative shall assure the Company that full compliance with the HSCC is being achieved by the Supplier and its supply chain, where applicable. This work may be amalgamated within other, recognised roles within the Supplier.

Note: The intention is to accommodate this work within the Supplier's delivery team without creating a specific role. The point of contact should be a co-ordination function.

### **3 Arrangements for the Management of Health and Safety Risks**

The Supplier shall develop and document arrangements for managing health and safety risks. The Supplier shall:

- 1) ensure that the arrangements demonstrate the approach and structure of the health and safety management to be employed in performance of the Contract; and
- 2) maintain and periodically review the arrangements and forward amendments to the Company.

### **4 Supplier's Selection of Sub-Contractors**

The Supplier shall ensure that its procurement management system evaluates and selects Sub-Contractors not solely on the basis of cost, but also for their health and safety knowledge, skills, experience and their ability to meet the Company's requirements. The Supplier shall provide, with their tender, details of the basis for the selection of all proposed Sub-Contractors and how they are selected.

### **5 Construction Design and Management Regulations (CDM) 2015**

See Clause 29 of the Contract.

### **6 Emergency Plan**

Where the Supplier has control of a Site or enclosed/segregated area, the Supplier shall prepare emergency plans (being a document setting out a planned and co-ordinated response to a sudden hazardous occurrence or danger, which requires immediate action) relating to fire and other health, safety and environmental emergencies and ensure that all Supplier Personnel are aware of the arrangements set out therein. The emergency plan shall define the arrangements, procedures and measures that will be implemented to eliminate or minimise the identified hazards, and the potential hazards, including those specified by the Company. The emergency plan shall:

- 1) clearly state the procedures to be adopted for each emergency;
- 2) list the duties and responsibilities of member of Supplier Personnel on Site;
- 3) identify a party with responsibility for liaison with the emergency services; and
- 4) include the names and telephone numbers of the Supplier Personnel (including mobile telephones if applicable) who can organise or assist with emergency action (including safety, fire or environment) in the event of an incident occurring on the Site outside normal working hours or when the Supplier is absent from the Site.

All such plans shall reflect and be complementary to the local Company evacuation procedures for the location.

The emergency plan shall be kept on Site along with any other documents, posters or notices required by law or directed by the Company. Where the works, activities or Services being provided is carried out on an "ad-hoc" basis, e.g. fault repair, the emergency plan shall always be available on Site while work is in progress. The Supplier shall provide the Company with a copy of the emergency plan.

Where the Supplier is working within a non-enclosed/unsegregated area under the management of the Company, the Supplier shall ensure that all Supplier Personnel are made aware of and comply with the emergency arrangements for the Site.

## **7 Risk Assessments and Method Statements**

The Supplier is free to use its own format for risk assessments and method statements.

The Supplier shall provide the Company with a schedule of risk assessments and method statements 21 days prior to the Commencement Date. This shall include risk assessments for any chemical being used. The Company shall notify the Supplier within seven (7) days of any risk assessments or method statements that the Company wishes to review.

In the event of any changes or additions to the documentation referenced in the schedule of risk assessments, a revised schedule of risk assessments shall be provided to the Company 21 days in advance of the application of the new or revised arrangements.

## **8 Health, Safety and Environment File**

The Company shall provide information and any other stored health and safety information on the known or potential hazards and risks that are present at a location. The Supplier shall supply the information to any party requesting it who is either engaged or potentially involved in work at that location and shall provide the Company with all relevant information to ensure that any health, safety and environment file is adequately maintained.

## **9 Pre-start Company Health, Safety and Environment Meeting**

The Company shall determine the need for a specific pre-start health, safety and environment meeting. Where required, the Company shall invite (as appropriate) representatives from the London Fire and Emergency Planning Authority (LFEPA), the Supplier's Representative, Supplier Site representatives and any specialist representatives to attend a pre-start meeting, such as a representative from the Company Enforcement and On-Street Services team to discuss work likely to affect passenger or traffic flow, crime prevention and general security.

## **10 Supplier's Site Induction**

The Supplier shall ensure that Supplier Personnel and any visitors to the Site are made aware of the Supplier's health, safety and environmental requirements specified in the Contract relevant to Site safety.

## **11 Supervision**

The Supplier shall submit to the Company details of the Supplier's proposed level of supervision of activities or works on Site.

## **12 Access to Health and Safety Advice and Support**

The Supplier shall provide the name, contact details and evidence of competence of the health and safety advisor appointed to support the Contract.

## **13 Provision of Health and Safety Performance Information**

The Supplier shall provide health and safety performance data in accordance with the requirements and timescales notified by the Company. This information may include, but shall not be limited to, incidents, hours worked and results of monitoring activities, relating to its own organisation and any Sub-Contractors employed pursuant to the Contract.

## **14 Supplier Personnel Requirements**

### **14.1 Behaviours**

#### **14.1.1 General**

The Supplier shall take appropriate actions to prevent and eliminate unacceptable behaviour or conduct. The Supplier shall comply with Site rules and the instructions of Company employees or representatives, where these do not conflict with the health and safety of staff or safe operation of the property/infrastructure. The Company reserves the right to object to and (where appropriate) immediately expel any of the Supplier Personnel or supply chain employed on the works.

#### **14.1.2 Alcohol and drugs**

Supplier Personnel are prohibited from consuming alcoholic drinks or consuming or using drugs at work, or from being under the influence of alcohol, drugs or other substances that might impair the proper performance of their duties on the Sites or Company infrastructure. Drugs prescribed by a medical practitioner shall be assessed for their impact on the safe completion of tasks and compatibility with the working environment.

#### **14.1.3 Smoking**

Supplier Personnel are prohibited from smoking on the Sites, including the use of e-cigarettes or vaping devices.

### **14.2 English language**

The default language for all Supplier Personnel and Services to the Company shall be English and this requirement shall extend to:

- 1) oral communications; and

- 2) all written communications and instructions including any training or technical material provided by any Supplier following the modification, renewal or replacement of any asset.

Those Supplier Personnel that have responsibility for managing the Contract whilst working on the Sites or Company infrastructure shall be able to communicate in both written and oral English to a standard appropriate to the tasks being performed.

The Supplier shall ensure that an English speaking supervisor is present during works at all Sites/Company infrastructure.

The Company may permit the presence of Supplier Personnel who are not competent in the English language provided that the Supplier can demonstrate to the satisfaction of the Company that:

- 1) such Supplier Personnel will receive the required safety training/briefing (including any emergency procedures) before commencing work pursuant to the Contract; and
- 2) the Supplier shall make appropriate arrangements to ensure that instructions are effectively communicated to, and understood by, all such Supplier Personnel.

## **15 Competence**

### **15.1 General Competence Requirements**

The Supplier shall ensure that all Supplier Personnel and those of its appointed supply chain have the necessary knowledge, skills and experience and are fully aware of the HSCC and the controls and processes to manage the risks pertinent to both the Services and individual staff roles. This shall include, but shall not be limited to, the following:

- a) H&S advisors to have Chartered H&S status;
- b) members of the management team to hold IOSH Managing Safety (or equivalent); and
- c) supervisory Supplier Personnel to hold IOSH Working Safety (or equivalent).

The Supplier shall provide, at the Commencement Date and thereafter maintain, a matrix of training certification and competencies for all parties delivering the Contract.

The Supplier shall:

- 1) hold a record of all licences, permits and certificates issued to Supplier Personnel;
- 2) allow sufficient time to ensure that Supplier Personnel are properly trained and registered before performing Services under the Contract; and
- 3) ensure that evidence of licences, permits, certificates and other training are available at the relevant Site, or in the case of mobile workers, in their vehicles.

If Supplier Personnel fail to produce the required licences when requested to do so by any member of the Company's staff, they shall be required to leave the Site(s) immediately. No cost or delay incurred by the Supplier as a result of such a failure will be accepted by the Company.

## **15.2 Asset Specific Competence**

Suppliers shall demonstrate to the Company the competency to perform works on specific assets as required by the governing standards.

## **15.3 Company Specific Permits and Licences**

Where licences or permits are required, the Supplier shall ensure these are prominently displayed at all times during performance of the Services and in a position and manner approved by the Company. If the licence or permit is defaced, removed or obstructed without authority, the Supplier shall apply for it to be replaced immediately (at its own cost).

The Supplier shall apply for permits, licences, closures or authorisations to the Company in accordance with the timescales associated with the specific permit, licence or authorisation requested, or at least 14 days prior to the proposed commencement date, whichever is greater.

Permits, certificates and licences are issued on an individual basis and are not transferable to other persons or organisations. If any of these documents are lost or damaged, the Supplier must advise the Company as a matter of urgency.

## **16 Identification of Supplier Personnel**

Supplier Personnel shall carry a means of identification displaying their name, photograph and their employing company's name at all times, and for Sub-Contractors, this shall also include the Supplier's name.

Supplier Personnel shall wear high visibility clothing, which carries the Supplier's name, at all times when on the Sites or on or about the Company's network.

Where, following a risk assessment, the wearing of a separate high visibility garment could produce a risk of personal injury, the Supplier shall agree other arrangements with the Company's Representative to ensure that Supplier Personnel are easily identified.

## **17 Clothing**

The Supplier shall not wear any garment or article that impedes their vision or hearing when working on the Sites/Company's infrastructure, unless required as part of a safe system of work, such as hearing protection.

The wearing of hats, clothing with hoods and any other headwear is prohibited when working on the Sites/Company's infrastructure, with the exception of:

- 1) hoods or headwear required as PPE in response of a risk assessment; and
- 2) headwear specifically designed:

- to be compatible with PPE; **and**
- not to impede vision or hearing.

**18 Not used.**

**19 First Aid**

The Supplier shall make its own first aid arrangements.

**20 Access**

**20.1 General Access Requirement for Locations and Buildings**

A minimum of 72 hours' notice shall be given by the Supplier to the Company's Representative in order to gain access to the Sites.

**20.2 Shared Access**

There may be instances where the Supplier cannot have sole occupation of a Site. In such circumstances, the Company shall facilitate a discussion between the relevant parties and shall reach a working agreement with the relevant parties.

**20.3 Access to Location Under the Control of a Principal Contractor**

Where access is required to a location under the control of a Principal Contractor (as defined in the CDM Regulations), arrangements shall be made via the Company's Representative. The Supplier shall comply with the Principal Contractor's access requirements, site rules and PPE requirements. The Supplier shall provide the Principal Contractor with the risk assessments and method statements for the activities being undertaken within the area under the Principal Contractor's control.

**20.4 Access to Secure Rooms**

Requests for access to secure rooms shall be requested via the Company's Representative. All equipment within such rooms must be protected by a dust-proof screening. The Supplier shall not use such rooms as stores or workrooms.

**20.5 Entering areas with gaseous fire suppression systems**

Certain rooms on the Sites are currently fitted with a gaseous fire protection system. The Supplier shall not enter these rooms without the Company's Representative's prior approval.

**20.6 Controls at Point of Access**

The Supplier must be prepared to show evidence of:

- 1) any required authorisation, certificates and licences (as appropriate);
- 2) appropriate Personal Protective Equipment (PPE);
- 3) the relevant health, safety and environment arrangements and safe systems of work; and

- 4) risk assessments, including Safety Data Sheets for any chemicals to be used or stored on a Site.

## **21 Incidents**

### **21.1 Incident Management**

The Supplier shall have contingency plans and remedial measures for incidents, including provision of support for individuals experiencing trauma as a consequence of an incident.

### **21.2 Notification and Reporting of Incidents**

The Company shall be notified as soon as practicable of incidents which:

- 1) affected or could have affected the Company's employees, customers, or other parties affected by the Company's operations; or
- 2) occurred within the boundary of the Sites or Company infrastructure or affected the Company's operations.

To whom notification shall be made shall be agreed with the Company via the Company's Representative. The Supplier may make initial notification verbally.

The Supplier shall provide the Company with a written incident report within 24 hours of the incident occurring.

### **21.3 Accidental Damage, Obstruction or Interference with Assets**

Should any damage occur to an asset, the Supplier shall immediately report the damage to the Company's Representative on Site (where available) or to the Company's Representative for the Contract.

The Supplier is not permitted to rectify the damage for works out of scope without authorisation from the Company, as this may increase the risk of a consequential incident.

### **21.4 Notification to Regulatory Bodies**

The Supplier shall directly notify the Health and Safety Executive ("HSE"), where required under the Reporting of Injuries, Diseases or Dangerous Occurrences Regulations ("RIDDOR"), of incidents related to the Company's business which:

- 1) involved Supplier Personnel; or
- 2) occurred outside the boundary of a Site/Company's infrastructure.

Such notification shall be made within the time-scale and by the means specified by the relevant regulator.

### **21.5 Incident Investigation**

The Supplier shall ensure that all incidents are subject to an appropriate investigation by a competent person. The investigation shall:

- 1) identify the immediate cause(s) of the incident;
- 2) identify the root cause(s) of significant incidents;
- 3) identify and implement actions to minimise the risk of recurrence; and
- 4) provide a record of the key findings and recommendations of the investigation.

Suppliers shall provide copies of the incident investigation report and details of the actions being taken to prevent recurrence to the Company as soon as reasonably practicable.

The Supplier shall cooperate with any Company investigation undertaken in relation to the incident(s).

## **21.6 Notification of Regulatory Concern or Action**

The Supplier shall notify the Company of any regulatory concern or action related to the performance of the Services no later than by the end of the following Working Day. The notification shall include a description of the concern or action, the response and any additional information to aid understanding. Copies of any communication made in connection with the regulatory concern or action shall also be provided by the Supplier.

## **22 Monitoring**

### **22.1 Health, Safety and Environmental Surveillance by Supplier Personnel**

The Supplier shall submit to the Company details of the Supplier's proposed level of Site health, safety and environmental surveillance, together with the nomination of health, safety and environmental supervisors and officers who will have an overview of all Site health, safety and environmental matters. Such details shall include outline arrangements for:

- 1) safety tours and detailed safety inspections; and
- 2) the auditing of Site activities to ensure that the correct health, safety and environmental management procedures are being followed.

### **22.2 Monitoring of Supplier Personnel**

The Supplier shall monitor the performance of Supplier Personnel or other parties within its supply chain and ensure that the results are used to:

- 1) control their activities; and
- 2) assess its suitability for future works.

These results (records) shall be made available to the Company upon request.

### **22.3 Company Inspection and Audit of Services Locations**

The Supplier shall provide full and free access to the Company for the purpose of carrying out audits and Site inspections to monitor compliance with the HSCC.

The Company may at any time undertake inspection of the equipment and audit or check any aspect of the Supplier's performance of the Contract. The Company shall inform the Supplier of the objective of any audit prior to its commencement.

The Supplier shall promptly provide all reasonable co-operation to the Company in relation to any inspection, audit or check, including, but not limited to:

- 1) granting access to any Site, equipment, plant, machinery or systems used in the Supplier's performance of the Contract, or where such Site, equipment, plant, machinery or systems are not the Supplier's own, using reasonable endeavours to procure such access;
- 2) ensuring that appropriate security systems are in place to prevent unauthorised access to, extraction of and alteration to data during the audit;
- 3) making any contracts, other documents and records referred to in the HSCC available for inspection; and
- 4) providing a reasonable number of copies of any contracts, other documents and records referred to in the HSCC, required by the auditor, or granting copying facilities to the auditor for the purposes of making such copies.

The Company shall have the right to carry out such inspections or audits, as it considers necessary. The Supplier shall make available, at the Supplier's own cost, any of its specialist Supplier Personnel as may be agreed necessary for the performance of such inspections or audits carried out by the Company.

The Supplier shall work closely and co-operate fully with the Company and Company staff on matters of health, safety and environment. The Supplier shall fully and unreservedly accept that responsibility for the safety of the Services and works rests with the Supplier. The participation of Company staff or their agents in inspections and audits does not in any way absolve the Supplier from that responsibility.

### **22.4 Timescales for Rectifying Non-Compliances**

The Company and the Supplier shall agree a reasonable timescale for rectifying any non-conformances or sub-standard conditions that are identified during any audit or inspection.

## **23 Site Health, Safety and Environment Committee**

The Company shall consider whether or not there is the need for a separate health and safety meeting, and consideration shall include the size and extent of the works and also the level of risk involved.

Where required, the Supplier's health and safety officer(s) or designated representative shall attend the meeting, to be established and chaired by the Supplier's Representative.

Where no specific health and safety meeting is required, such matters shall be dealt with through the contract performance meetings under Schedule 21 (Performance Management) at least once each Period or more regularly if required.

The Supplier shall assess and implement without delay any decisions or recommendations made at the meeting.

## **24 Protective Barriers**

The Supplier shall provide suitable barriers in work areas, including provision for associated exclusion zones, where required, to prevent unauthorised access or harm to Company staff, customers and the general public.

## **25 Site Security**

Access gates must be kept shut at all times. Where it is necessary to have a gate open for the movement of materials, the Supplier shall place Supplier Personnel at the gate to prevent unauthorised access.

The Supplier shall make the Site safe and secure at the end of each shift and shall fit all access doors with suitable locks for this purpose.

## **26 Site Housekeeping**

The Supplier shall keep the Site in an orderly state appropriate to the avoidance of danger to persons and avoidance of adverse impact on the environment.

Fire exits and escape routes must be kept clear of obstructions and flammable material at all times.

Toxic or flammable substances such as paint, thinners, varnish etc. shall be stored in sealed tins at all times when not in use.

The Supplier shall ensure that the Site is free from all of the Supplier's equipment, materials and waste at the end of each day, on completion of the works/Services or when the Site is returned to normal operations, unless storage is authorised by the Company's Representative on Site (where available) or the Company's Representative for the Contract.

The Supplier shall make suitable provision for disposing of unused or redundant assets and materials, and is responsible for determining the correct disposal methods. Consideration should be given to reusing and recycling these materials. The Supplier shall ensure that the Company is informed of plans for disposing of assets and materials.

## **27 Storage**

### **27.1 General Requirements for Storage on the Sites**

The Supplier shall:

- 1) ensure that all storage locations are agreed with the Company;

- 2) not store any material in a position where it could fall, slip, roll or be blown onto operational equipment and facilities, public highway, or walkways;
- 3) carry out a thorough safety inspection at the end of each shift and after use of the storage area to ensure that stored items are secure;
- 4) comply with all legislation and relevant Environment Agency guidance notes in respect to oil, liquid and other potential pollutant storage;
- 5) store liquids in enclosures or trays to contain any spills or drips;
- 6) protect and store materials in such a way as to minimise unnecessary damage, wastage, spoiling of goods or environmental harm; and
- 7) not store any hazardous materials on the Sites except where permitted and agreed in advance by the Company, in the quantities and containers and in the conditions and locations specified.

## **27.2 Use of Designated Cleaner's Cupboards**

The Supplier may make use of any assigned cleaner's cupboards for the storage of cleaning materials. No other types of material may be stored.

No dedicated storage provision will be provided at Sites where such facilities are not available.

## **27.3 Roadside Storage of Materials**

The Supplier shall only store at the roadside the types of materials relating to the specific activities and requirements of the works/Services at that Site in the quantities required to complete the relevant task. All excess material shall be removed from the roadside on completion of the task.

## **28 Delivery of Materials**

### **28.1 Conveyance of Materials**

The Supplier shall not deliver materials through public areas of the Sites during operational hours, except with the approval of the relevant Company operational manager. The Supplier shall also consider the environmental impacts associated with deliveries to prevent nuisance to nearby premises.

Where it is necessary to wedge open fire or glass doors for the movement of material and equipment, the wedges must be removed immediately after the movement is complete.

### **28.2 Conveyance of Hazardous Materials and Substances**

Where approved for use by the Company, the Supplier shall transport materials and hazardous substances in the required containment and in a manner addressed and agreed with the Company under an accepted safe system of work.

## **29 Asbestos (Non-Asbestos Removal Projects)**

The Company shall provide information on relevant asbestos registers to the Supplier. In TfL Head Office Sites, no work is to be undertaken without first applying for and obtaining an asbestos impact assessment.

In the absence of information and prior to any works being undertaken, the Supplier shall confirm the presence or absence of any asbestos and the status and condition of the proposed work locations to the Company.

Where the Supplier believes that they have disturbed asbestos as a consequence of its works, it shall stop work immediately and notify the Company's Representative for the Site or asset.

The Supplier shall ensure that all Supplier Personnel are fully aware of the Company's requirements in respect of asbestos management.

The Supplier shall keep records of all disturbances of asbestos and details of its Supplier Personnel who were potentially exposed.

## **30 Isolation of Electrical Services**

Under no circumstances is live working permitted. The Supplier shall not interrupt electrical services without permission from the Company's Representative.

## **31 Work On or Adjacent to Utilities and Overhead/Buried Services**

The Supplier shall consider the presence of overhead/buried services when planning works. The Supplier shall consult with the Company as early as possible to ascertain whether any electrical distribution cables or apparatus, or other utility services will be affected by the proposed works.

The Supplier shall ensure work methods take account of overhead/buried services. The Supplier shall ensure all risk assessments consider such hazards and stipulate the controls required to prevent such hazards being realised. The Supplier shall make all necessary arrangements to safeguard the overhead/buried services.

No construction activity may be carried out in the proximity of any services unless prior permission has been given by the utility provider and the Company.

## **32 Illumination of Hazardous Areas and the Provision of Warning Signs**

The Supplier shall ensure that hazardous areas for which it is responsible are adequately illuminated and relevant warning signs are provided/suitably displayed at all times.

## **33 Temporary Lighting and Power Suppliers**

The Supplier shall obtain approval from the Company for the design of lighting or other electrical installations where it is proposed to use the Company's power supply. This is to allow the Company to check that the lighting will not cause any problems. The use of generators shall be approved by the Company in advance.

### **34 Screening of Lights and Positioning**

All lights or lasers provided by the Supplier shall be placed or screened so as not to cause any confusion with or interference with any signal lights on the highway or signal lights of any local or other authority. If directed, the Supplier shall take appropriate action, and replace any such lights/lasers in positions to be approved by the Company. This approval shall not preclude the Company giving further directions about the replaced lights or lasers.

Temporary lighting festoons shall have cages around bulbs and if in exterior locations, shall have the correct IP rating.

Lights shall be angled and controlled so as to not interfere with adjacent properties and to minimise glow in the sky.

### **35 Fire Prevention**

#### **35.1 General Requirements for Fire Prevention**

The Supplier shall not:

- 1) use solvent based products except where it is agreed with the Company that they are needed for technical reasons;
- 2) dispose of waste or other materials by burning on any site;
- 3) take or store anywhere on the Sites or Company infrastructure any cylinders of industrial or flammable gases and containers of flammable or volatile substances without the prior written permission of the Company;
- 4) overload power sockets at any time or use any adapters in connection with electrical equipment and power outlet sockets;
- 5) relocate existing fire points;
- 6) obstruct existing fire points, call points, hydrants and extinguishers ensuring that they are available for operation at all times;
- 7) obstruct or obscure exits, signs and means of access, emergency stairs and doors;
- 8) use, or permit to be used, fire fighting equipment and appliances for any purpose other than fire fighting;
- 9) use or provide dry powder extinguishers;
- 10) store, or allow to accumulate, any flammable or combustible materials on site, except as authorised by the Company; and
- 11) obstruct, interfere with or remove existing fire plans.

The Supplier shall:

- 1) ensure that all Supplier Personnel are fully aware of Company requirements in respect of fire prevention and protection;
- 2) take strict precautions to protect the Site, any adjacent property and all persons from fire;
- 3) minimise the quantities of approved flammable materials temporarily stored, which shall at all times be the minimum consistent with safety and construction requirements;
- 4) remove immediately all empty drums, empty containers, surplus or waste material and used packing materials from operational premises at the end of each working shift;
- 5) minimise all fire risks, including mopping up spillages or absorbing them in sand or other suitable material which shall then be disposed of by the Supplier;
- 6) ensure that existing facilities at the Site remain accessible;
- 7) request, via the Company, the isolation of fire detection equipment when any works may have an adverse impact on the equipment, e.g. smoke or dust, ensure that de-isolations are performed at the end of each period of work unless current exemptions are in place;
- 8) implement a system of hourly checks of the entire site in the event of such isolation being approved;
- 9) provide suitable and sufficient fire fighting equipment throughout the site when the output of a risk assessment indicates an increase in the risk of fire at any work site or when required to do so by the Company;
- 10) provide and maintain fire points in each work area and working level when the output of a risk assessment indicates an increase in the risk of fire at any work site or when required to do so by the Company. In all cases a fire point must be located within 20 metres of each Site;
- 11) protect the fabric of the building, its assets and decorations with suitable non-combustible material and take every precaution to prevent damage by scorching or fire;
- 12) provide the Company with full information on moves and consequent changes, however minor, which may affect fire plans;
- 13) prepare emergency plans that reflect the Company's local arrangements;
- 14) make such alterations and additions to the fire protection arrangements as the Company may reasonably require;
- 15) make information available on request to the Company and any other authority that requires it; and
- 16) make adequate provision for raising the alarm in case of fire.

## **35.2 Temporary Fire Points**

Where identified as being required by either a risk assessment or by the Company, the fire point shall be constructed by the Supplier in a manner which is easily recognisable.

## **35.3 Hot Works**

Where hot works are being undertaken by the Supplier, including work causing heat, dust and smoke generation, a "permit to work" system shall be used (see paragraph 35.5 below). Where activities will create heat, dust or smoke, any smoke detection system present must be disabled, with the prior agreement of the Company's Representative on Site.

### **35.3.1 Fire Watch**

Areas containing easily ignitable materials and places affected by flame, sparks or heat are to be inspected regularly by the Supplier during the works and at the cessation of works, to ensure that no conditions exist which may lead to an outbreak of fire.

## **35.4 Gas Cylinders**

### **35.4.1 Storage of Gas Cylinders**

The Supplier shall:

- 1) only store gas cylinders in locations approved by the Company;
- 2) not store them in a position that will cause an obstruction to passageways, passenger areas, or staff accommodation, or be near any source of ignition;
- 3) ensure that cylinders are stored in locked cages, kept vertical and properly fixed and supported;
- 4) ensure that all hoses and cylinder keys are removed from cylinders and kept close to hand;
- 5) use cylinder trolleys for all movements of gas cylinders and all cylinders shall be secured to the cylinder trolley by either a suitable chain or strap; and
- 6) provide signage at the entrance of premises when gas cylinders are being stored.

### **35.4.2 Use of Gas Cylinders**

Hoses connected to gas cylinders shall be of the braided or armoured type to prevent damage and risk of gas leakage and fitted with flash arresters.

## **35.5 Permit to Work**

Due to the operational criticality of the Services, the Supplier shall appoint competent person(s) to operate stringent permit to work/access procedures. Before any work is

carried out on any of the Sites, Supplier Personnel shall contact the Supplier's Representative and obtain a permit to work/access as necessary.

Permit to work systems shall include, but shall not necessarily be limited to:

- a) electrical systems;
- b) boilers and pressure systems;
- c) hot works;
- d) confined spaces; and
- e) certain working over water tasks.

Permit to access systems shall include, but shall not necessarily be limited to:

- a) access to ceiling voids in buildings;
- b) roof access; and
- c) restricted drains access. The Supplier shall note that a number of drains on the Sites are considered hazardous and any permit to access must be agreed in advance with the Company.

### **35.6 Electrical Services**

The Supplier shall seek information on electrical integrity of the Sites or supplies and their isolation from the Company's Representative.

### **35.7 Working at Height**

Prior to any roof construction or repair being undertaken, the Supplier shall consult with the Company's Representative with regards to the ability of a given roof to bear maintenance loads and foot traffic prior to carrying out the works.

Properly tended and secured ladders may be used if the job is one-off and does not involve 2-handed working at height. For a job which requires frequent ascent/descent, which takes more than 30 minutes or requires two handed working, proper, purpose-designed platforms shall be used by the Supplier.

### **35.8 Plant Rooms**

The Supplier shall only enter plant rooms with the authority of the Company's Representative.

Works on the sewage systems and electrical distribution boards shall only be carried out by specialist Supplier Personnel.

Where isolation of the fresh water and sewage discharge systems is required, the Supplier shall consult with the Company's Representative prior to carrying out the works.

### **36 Temporary Works**

The Supplier shall:

- 1) provide, maintain and remove, on expiry (or earlier termination) of the Contract, all temporary works needed for performance of the Services under the Contract;
- 2) submit detailed design drawings, calculations and specifications for all temporary works to the Company for acceptance;
- 3) ensure that designs are submitted at such times as agreed with the Company;
- 4) design all temporary structures to carry the loads they are required to support;
- 5) modify the detailed design drawings, calculations and specifications for temporary works, if required by the Company;
- 6) note that acceptance by the Company of the detailed drawings of temporary structures in no way relieves the Supplier of any responsibility under the Contract; and
- 7) the duration of the work shall be agreed with the Company.

### **37 Vehicles Carrying Out Mobile Works On or Adjacent to the Public Highway**

The Supplier shall equip all vehicles carrying out mobile works on or adjacent to the public highway with:

- 1) a "roof-mounted" floodlight capable of providing adequate illumination of the Site; and
- 2) at least one "roof-mounted" lighting bar or flashing yellow lights which should only be activated when the vehicle is parked at a Site.

All works on the highway shall comply with the requirements of the Safety at Street Works and Road Works Code of Practice as a minimum.

### **38 Work on Piers**

#### **38.1 Risk Assessments and Method Statements for Piers**

Risk assessments and method statements for works on piers shall reflect the unusual nature of the pier environment; recognising:

- 1) piers are floating pontoons on tidal water, surrounded by water that can be fast flowing and are subject to movement (sometimes quite sudden) caused by boat operations;
- 2) there is a risk of falling in the water when working outside the pier edge barriers (guard rails);
- 3) the river is used by a large number of commercial vessels which can create hazards close to the piers;

- 4) piers are accessible to boat operators and the public during operational hours and can often have large numbers of tourists and commuters passing along them (which may include non-English speakers, children and people with disabilities);
- 5) piers have limited access via ramps/brows that vary in angle of ascent/descent throughout the day;
- 6) piers contain confined spaces and plant rooms with restricted access and egress and potential risks from depleted or hazardous atmospheres;
- 7) most of the piers have unprotected roofs requiring fall prevention measures;
- 8) as a working environment, piers have a higher than average number of trip and snagging hazards; and
- 9) rats and mice live in the river walls and regularly appear on the piers, creating the potential for infections and diseases.

### **38.2 Induction to Piers**

Before working on piers for the first time, all Supplier Personnel must have a site induction from the duty Pier Controller to familiarise them with the specific hazards associated with the piers. The "London River Services (LRS) Guide to Contractors" forms the main part of the induction and relevant Supplier Personnel are expected to familiarise themselves with the content prior to starting work. Copies will be supplied by the Company. Additional information or site tours will be provided as deemed necessary by the Pier Controller on duty or the Piers Manager.

### **38.3 Authorisation to Work on piers**

Before starting work on LRS property, the Supplier shall obtain an authorisation to work from the Company. The Company shall indicate the duration of the authorisation.

When working on unmanned piers, Supplier Personnel are to telephone the LRS office on 0207 941 2400 to inform LRS staff of the start and completion of work. When working on a manned pier, the Pier Controller must be informed before work starts and when work has finished.

For emergency work and call outs to unmanned piers, authorisation may be given verbally by phone. The Supplier shall inform the Company of any hazards which may be created by the work.

### **38.4 Access to Offices at Piers**

The Supplier shall not enter the offices at Tower, Westminster and Embankment piers without the permission of the Pier Controller and the tenant of the office.

### **38.5 Pier Keys**

The Supplier shall return all keys to the Pier Controller or Piers Manager when jobs are completed or when leaving the Site.

## **38.6 Security of Piers**

To minimise the risk to the public and in particular children from the river, the Supplier shall ensure that the boat access (barrier) gates are kept shut at all times. If it is necessary to have a gate open for the movement of materials, a member of suitably trained Supplier Personnel must be stationed at the gate to prevent public access to the water's edge.

## **38.7 Specific Storage Restrictions on Piers**

The deck areas are not suitable for long term storage of materials and could present a slip/trip hazard to pier users and an obstruction to moorings and emergency escape routes. If storage on the deck is required by the Supplier, it must be by agreement of the Piers Manager and suitably guarded from the public at all times.

## **38.8 Confined Spaces on Piers**

The Supplier shall manage entry into ballast tanks and other compartments on piers signed as confined spaces as confined spaces. Pier voids or tanks shall not be used for combustible material storage.

### **38.8.1 Additional Fire Watch Precautions on Piers**

Particular attention must be paid by the Supplier to the other side of a steel bulkhead where welding is taking place.

## **38.9 Emergency Procedures on Piers**

### **38.9.1 General Emergency Arrangements for Piers**

In an emergency at a manned pier, the Supplier shall contact the Pier Controller, providing details of the incident type, location and nature of any injuries. At all other times, and on unmanned piers, the Supplier shall use the Emergency Call Point and call 999 and ask for the required emergency service.

### **38.9.2 Fire Procedures While Working at a Pier**

On arrival at the pier:

- 1) If the pier is manned, the Supplier must contact the LRS Pier Controller.
- 2) If the pier is unmanned, the Supplier must familiarise itself with the fire exits, escape routes, emergency call points/alarm points and location of any fire fighting equipment.

### **38.9.3 Unmanned Piers - Action to be Taken on Discovering/Starting a Fire**

The Supplier shall ensure that all parties working on piers are aware of the following emergency arrangements for unmanned piers:

- 1) shout "fire" loudly;
- 2) sound the pier fire alarm by breaking the glass at the fire alarm point;

- 3) if there are boat operators/staff on the pier, inform them immediately;
- 4) leave the pier by the nearest safe brow;
- 5) call the fire service by dialling 999, stating "Fire on (Name of) pier"; and
- 6) when all Supplier Personnel are safely off the pier and the emergency services have been informed, call LRS so that passenger services can be made aware of the issue and LRS staff can attend the scene.

#### **38.9.4 Action on Hearing the Fire Alarm on Manned Piers**

When the fire alarm sounds continuously, if it is safe to do so, the Supplier shall close all the windows in the work area and switch off all electrical apparatus in the work area.

The Supplier shall immediately evacuate their personnel to the fire assembly point via the brows (gangways) located near the centre of most piers. The Supplier shall report to the Pier Controller and either provide confirmation of the safe evacuation of Supplier Personnel or notify the Pier Controller of any Supplier Personnel who are unaccounted for.

If the Supplier considers that its actions have resulted in the alarm being sounded, following the evacuation, this shall be reported immediately to the Pier Controller. (On a smoke or heat detector, this will be confirmed by an illuminated red indicator and can only be reset from the main control panel).

Depending on circumstances at manned piers, the Pier Controller may arrange evacuation by boat. The Supplier shall follow the instructions of the Pier Controller at all times.

The Supplier shall not attempt to re-enter the pier until authorised by the senior fire officer or Pier Controller.

#### **38.9.5 Medical Assistance on Piers**

In the event of an emergency, the Supplier shall inform the Pier Controller if the pier is manned and then telephone 999 for an ambulance or the fire and rescue service at the pier.

The Supplier is required to make its own arrangements. Where this is not possible, the Company must be informed and agreement on first aid provision reached.

#### **38.9.6 Spillage on Piers**

The Supplier shall report any spillage to the Pier Controller.

#### **38.10 Person accountable for the document**

<b>Person accountable for the document</b>
Catherine Behan - Head of H&S – Surface Transport

**38.11 Document history**

<b>Edition</b>	<b>Date</b>	<b>Changes</b>	
A1	April 2016	1 <sup>st</sup> issue	CB
A1	May 2016	2 <sup>nd</sup> issue	CB. NH

**SCHEDULE 7 PART A: HEALTH AND SAFETY**

**3. LUL HEALTH & SAFETY (QUENSH)**

# F0780 A18 Contract Menu

This Contract Menu must be used in conjunction with Category 1 Standard [S1552](#) "Contract QUENSH Conditions"

## Contract Menu

**Contract No:** TfL-00929

**Contract Name** 1FM Bundle 5 – Cleaning and Associated Services

**Client:** LUL

**Supplier:** ABM Facility Services Limited

**Principal Contractor:**      Yes       No

## Guidance

The menu is a tool which is used by the Client to identify conditions that apply to specific contracts and communicate these conditions to the Supplier.

### How to complete the menu

- 1) The Client evaluates the scope of work and enters 'Y' or 'N' in the 'Identified by the Client' column of the menu against each condition selected as applicable or not applicable to the Contract. In the 'Other documents / comments' column the Client can make references to other documents which are supplementary information which is available although not contained within the QUENSH manual but should be considered by the Supplier when they review the conditions. Copies of any additional documents identified in the menu shall be made available to the Supplier. All documents referenced in the Menu shall be current issue, unless otherwise advised. This column can also be used to communicate information (comments) to the Supplier which may be of use to the Supplier when reviewing the conditions.
- 2) The Client fills in 'Client menu (Invitation to Tender)' section on the last page of the menu and issues the menu as part of the ITT.
  - a) The Supplier receives the ITT, evaluates the scope of work and, as a requirement of the tendering process, inserts 'Y' or 'N' in the 'Identified by the Supplier' column of the menu against each condition selected as being applicable. These selections may be different from those identified by the Client. Where the Supplier's selection differs from the Client's selection, a clear explanation of the reason for these differences shall be given by the Supplier. A reference to these explanations shall be put in the 'Reference to explanation' column on the menu.
  - b) The Supplier representative signs and dates the 'Supplier menu (Tender)' on the last page of the menu and submits it with the tender, for consideration by the Client.
  - c) Differences in the Client and Supplier menu selections will be discussed and resolved with the Client at subsequent tender review meetings. The agreed final version of the menu selections shall form a mandatory part of the Contract and shall be complied with by all Suppliers and their sub-contractors.
  - d) The menu shall be subject to project version and document control.

### Queries on the menu

Any queries in relation to the Contract QUENSH Conditions selected on the menu are to be referred to the Client representative, see contact details/address on last page of the menu.

**Contract menu**

**Requirements in QUENSH**

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
4	Agreement of the applicable QUENSH contract conditions				
5	Supplier's selection of sub-contractors		√	Y	
6	Identification of Safety Critical Activities		√	Y	
7	Works Environmental Management		√	Y	
8	Emergency Plan		√	Y	
9	Method Statements		√	Y	
10	Health, Safety and Environment File		√	Y	
11	Pre-start LU health, safety and environment meeting		√	Y	
12	Supplier's site induction		√	Y	
13	Site Person in Charge		√	Y	
<b>14</b>	<b>Staff requirements</b>		√	Y	
<b>14.1</b>	<b>Behaviours</b>		√	Y	
14.1.1	Alcohol and drugs		√	Y	
<b>14.2</b>	<b>Control of hours worked</b>		√	Y	
14.2.1	Working Time Regulations		√	Y	
14.2.2	Fatigue		√	Y	
<b>14.3</b>	<b>Knowledge</b>		√	Y	
14.3.1	English language		√	Y	
14.3.2	Access Card and Worksite Briefing		√	Y	
14.3.3	Visitors to sites		√	Y	
<b>14.4</b>	<b>General competence</b>		√	Y	
14.4.1	Evidencing competence of safety critical staff		√	Y	
14.4.2	Identification of safety critical staff		√	Y	
14.4.3	Competent external safety critical personnel		√	Y	



Applicable requirements identified by Client				Applicable requirements identified by Supplier		
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes	
14.4.4	Training		√	Y		
14.4.5	Asset specific competence		√	Y		
14.5	<b>Medical requirements</b>		√	Y		
14.6	<b>Identification of Suppliers staff</b>		√	Y		
14.7	<b>Clothing</b>		√	Y		
<b>15</b>	<b>Permits and licences</b>		√	Y		
15.1	LU specific permits and licences		√	Y		
15.2	Permits, licences and certificates for Supplier's staff		√	Y		
<b>16</b>	<b>The Principles of Access</b>		√	Y		
16.1	Introduction		√	Y		
16.2	Access to Stations		√	Y		
16.3	Access to Track		√	Y		
16.4	Access to depots		√	Y		
<b>17</b>	<b>Applying for Planned Access</b>		√	Y		
17.1	Introduction		√	Y		
18	Applying for General Access		√	Y		
18.1	Constraints that apply to Generic Access		√	Y		
19	Access for fault repair		√	Y		
20	Operational Assurance		√	Y		
<b>21</b>	<b>Closures and possessions</b>		√	Y		
21.1	Requirements for closures		√	Y		
21.2	Requirements for possessions		√	Y		
<b>22</b>	<b>Controls at point of access</b>		√	Y		
22.1	Publication of works		√	Y		
22.2	Checks at point of access		√	Y		
22.3	Signing-on with the Station Supervisor		√	Y		
<b>22.4</b>	<b>Track specific requirements</b>		√	Y		
22.4.1	Person providing protection		√	Y		

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Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
22.4.2	Possessions		✓	Y	
23	Removal of supplier's personnel from LU Premises		✓	Y	
24	Incidents		✓	Y	
25	Notification of regulatory concern or action		✓	Y	
26	Confidential Incident Reporting and Analysis System (CIRAS)		✓	Y	
<b>27</b>	<b>Monitoring</b>		✓	Y	
27.1	LU inspections		✓	Y	
27.2	Monitoring the supply chain		✓	Y	
27.3	Health, safety and environmental surveillance by the supplier's personnel		✓	Y	
27.4	Work location inspection and audit		✓	Y	
27.5	Timescales for rectifying non-compliances		✓	Y	
28	Radio transmitters and transceivers		✓	Y	
29	Mobile phones		✓	Y	
30	Knives		✓	Y	
31	Site health, safety and environment committee		✓	Y	
32	Site housekeeping and security		✓	Y	
33	Accidental damage, obstruction or interference with assets		✓	Y	
34	Delivery of materials		✓	Y	
<b>35</b>	<b>Conveyance of loads</b>		✓	Y	
35.1	Conveyance of loads on lifts and escalators		✓	Y	
35.2	Conveyance of hazardous materials and substances		✓	Y	
36	Asbestos (non asbestos removal projects)		✓	Y	
37	Working in or near lifts and escalators		✓	Y	
38	Work on or adjacent to utilities and High Voltage cables (buried services)		✓	Y	
39	Working on or about the track		✓	Y	
40	Access to electrical sub-stations, working equipment, relay and		✓	Y	

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Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
	other secure rooms				
41	Entering areas with gaseous fire suppression systems		√	y	
<b>42</b>	<b>Fire prevention</b>		√	y	
42.1	General requirements		√	y	
42.2	Temporary fire points		√	y	
42.3	Timber		√	y	
42.4	Composites		√	y	
42.5	Sheeting materials		√	y	
<b>42.6</b>	<b>Gas cylinders</b>		√	y	
42.6.1	Use of gas cylinders in below ground locations		√	y	
42.6.2	Storage of gas cylinders (above ground)		√	y	
<b>42.7</b>	<b>Flammable and highly flammable materials</b>		√	y	
42.7.1	Use of flammable and highly flammable materials below ground		√	y	
42.7.2	Storage of flammable and highly flammable materials below ground		√	y	
<b>43</b>	<b>Hot work and fire hazards</b>		√	y	
43.1	Hot work		√	y	
43.2	Reasonable notice of works		√	y	
<b>43.3</b>	<b>Precautions</b>		√	y	
43.3.1	Buildings and assets		√	y	
43.3.2	Gas cylinders		√	y	
43.3.3	Gas detection		√	y	
<b>44</b>	<b>Storage</b>		√	y	
44.1	General requirements for storage		√	y	
44.2	Trackside storage		√	y	
44.3	Hazardous materials and substances		√	y	
44.4	Allocation of space on operational property		√	y	
45	Plant and equipment		√	y	
46	Clearance approvals		√	y	

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Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
47	Access equipment		√	Y	
48	Temporary works		√	Y	
49	Temporary fences and hoardings		√	Y	
<b>50</b>	<b>Temporary lighting and power supplies</b>		√	Y	
50.1	General requirements		√	Y	
50.2	Lighting in tunnels and shafts		√	Y	
51	Screening of lights and positioning		√	Y	
<b>52</b>	<b>Environmental requirements</b>	<b>See SEPARATE Environmental Requirements in Part C of Schedule 7</b>	√	Y	
52.1	General environmental requirements		X		
52.2	Environmental nuisance		X		
52.3	Water		X		
52.4	Waste management		X		
52.5	Noise and vibration		X		
52.6	Archaeology, historical interest and listed buildings		X		
52.7	Wildlife and Habitats		X		
52.8	Resource Use		X		
52.9	Pest control		X		
52.10	Land and water pollution prevention		X		
<b>53</b>	<b>Quality requirements</b>	<b>See SEPARATE Quality Requirements in Part B of Schedule 7</b>	√	Y	
53.1	Records		X		
53.2	Retention period		X		
53.3	Availability of records for inspection		X		
53.4	Statistical process control, audit and inspection procedures		X		
53.5	General quality requirements		X		

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Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
53.6	Quality Plan		X		
53.7	Testing and inspection		X		
53.8	Certification of conformity		X		
53.9	Quarantine		X		
53.10	Traceability		X		
53.11	Maintenance and servicing		X		
53.12	Design		X		
53.13	Computer aided design		X		
53.14	Asset commissioning and handover		X		



**Other requirements / comments**

**Environmental & Quality Requirements are covered separately in Parts B and C of Schedule 7**





## **SCHEDULE 7 PART B: QUALITY**

### **1. Records**

- 1.1 The Supplier shall maintain such records that are specified by the Company, or required under legislation, and this shall include (as a minimum):
- 1.1.1 details of any non-compliance against any Standard;
  - 1.1.2 records of audits and site inspections;
  - 1.1.3 records of the qualifications, competence and training of staff;
  - 1.1.4 quality assurance inspections conducted (including the identity of the inspector concerned);
  - 1.1.5 equipment test calibration and verification checks conducted (including the identity of the inspector or tester concerned);
  - 1.1.6 process and manufacturing data relating to the Contract, including an audit trail for material or component identity, source and status; any process, inspection or test activity so directed by special instructions or any contract quality plan invoked by the Contract (including those set out in paragraph 6.1 of this Schedule 7 Part B (Quality));
  - 1.1.7 non-conforming service or product records;
  - 1.1.8 records of all related incoming and outgoing certificates of conformity and associated release documentation;
  - 1.1.9 records of tender and contract reviews; and
  - 1.1.10 the Supplier's policy with regard to quality.

### **2. Retention Period**

Records shall be retained by the Supplier for a minimum of twelve years unless otherwise specified by the Company, or for any longer period as required by Applicable Laws.

### **3. Availability of Records for Inspection**

The Supplier shall make all such records available to the Company within three (3) Working Days of any request by the Company.

### **4. Statistical Process Control, Audit and Inspection Procedures**

Where, for quality management purposes, statistical process control procedures, audit or inspection procedures are adopted, full details of the proposed procedures used by the Supplier are to be submitted to the Company for approval prior to implementation.

## **5. General Quality Requirements**

### **5.1 The Supplier shall:**

- 5.1.1 appoint member(s) of its management team who, irrespective of other responsibilities, have defined authority which includes:
  - 5.1.2.1 ensuring that a quality management system is implemented and maintained;
  - 5.1.2.2 reporting to senior management on the performance of the quality management system, including any areas for improvement;
  - 5.1.2.3 ensuring awareness of customer requirements throughout the Supplier; and
  - 5.1.2.4 liaison with customers on matters relating to the Supplier's management system that result from auditing or non conformances;
- 5.1.2 ensure that during internal processing and final delivery of a product or Service to the intended destination, that the identification, packaging, storage, preservation and handling do not affect conformity with that product or Service requirements;
- 5.1.3 not proceed past "hold points" until all the specified activities have been satisfactorily completed and the related documentation is available to and authorised by the Company;
- 5.1.4 following receipt of a rejection, take immediate action to inspect all stocks and work in order to assess risk and loss and advise the Company of the findings;
- 5.1.5 take preventative action to avoid a recurrence of the non-conformities;
- 5.1.6 immediately inform the Company when the Supplier has reason to suspect non-conformities with previously supplied products or Services;
- 5.1.7 be responsible for ascertaining the cause of and responsibility for non-conformance, and for taking suitable corrective action to prevent reoccurrence;
- 5.1.8 document all corrective actions undertaken by the Supplier;
- 5.1.9 ensure that its supply chain work to correct practices, including accepted documentation defining the techniques to be used, workmanship criteria, safety of others (including the public), health precautions, plant and equipment to be used and training and licensing requirements;
- 5.1.10 ensure that the works comply with any manufacturer's recommendations, instructions and guidelines, unless otherwise directed by the Company;

- 5.1.11 operate and maintain all plant, equipment and processes in accordance with the relevant manufacturer's or supplier's specification or procedures, unless otherwise directed by the Company;
- 5.1.12 take all necessary steps to identify, recall, re-inspect and replace any equipment or parts which have been inspected using inspection, measuring or test equipment whose calibration is found to be defective or unknown;
- 5.1.13 store and protect inspection, measuring and test equipment and materials to prevent misuse, damage and deterioration;
- 5.1.14 ensure that all equipment bears an identification of its calibration or maintenance status, in a manner that clearly indicates it is within the calibration or maintenance period; and
- 5.1.15 deliver all Services, technical and non-technical, in accordance with the Specification and relevant ISO standards.

## **6. Quality Plan**

### **6.1 The Supplier shall:**

- 6.1.1 provide a recognised Quality Management Plan (as required pursuant to Schedule 21 (Contract Management)) and Quality Assurance and Management System applicable to the compliant delivery of the Services, certified to the BS EN ISO 9001 2015 standard, or equivalent, by a United Kingdom Accreditation Service ("UKAS") (or equivalent accredited certification body);
- 6.1.2 have in place a Quality Management Policy to the standard of BS EN ISO 9001, or equivalent; ensure the Quality Management Plan and Quality Assurance and Management System applied to this Contract shall be annually and independently audited and verified by a UKAS accredited body. This applies equally to environmental management, health and safety, and any other which may be included in the Contract or which may be introduced at any time;
- 6.1.3 oversee all activities and tasks needed to maintain optimisation and delivery of the Services. This includes creating and implementing quality planning and assurance, as well as quality control and quality improvement. The Supplier shall ensure that the Quality Management Plan demonstrates the Supplier's process control system as required for the Contract. It shall include the practice and fundamental principles of Total Quality Management ("TQM") including: plan, do, check act;
- 6.1.4 ensure the Quality Management Plan shall be operated by the Supplier throughout the duration of the Contract and the Supplier shall maintain and periodically revise the Quality Management Plan as required (and in accordance with Schedule 21 (Contract Management)) and provide it in its amended form to the Company each time it is amended; and
- 6.1.5 have in place a robust audit regime to ensure optimisation of quality and standards of the delivery of the Services.

6.2 The format of the Quality Management Plan shall be determined by the Company and should be developed in accordance with BS ISO 10005:2005 (Guidance on Quality Plans).

## **7. Testing and Inspection**

7.1 When required by the Company, the Supplier shall:

- 7.1.1 demonstrate to the Company's satisfaction that acceptance sampling techniques are utilised and such sampling shall meet the requirements of BS 6001- 1:1999/ISO2858: 1999; BS6001-2:1993/ISO2859:1985; BS6001-3: 2005 and BS6001-4:2005/ISO2859-5: 2005 "Sampling procedure for inspection by attributes";
- 7.1.2 identify which sampling plan the Supplier intends to apply to the Contract and forward it to the Company for approval;
- 7.1.3 reference the sampling once it has been approved in all relevant Quality Management Plans submitted to the Company;
- 7.1.4 be prepared to revert to 100% inspection in such cases where the failure rate exceeds the level of acceptance identified within the sampling plan;
- 7.1.5 prepare for the approval of the Company an inspection and test plan which shall include such hold points agreed with the Company; and
- 7.1.6 maintain sampling inspection records in accordance with the Company's requirements.

## **8. Certification of Conformity**

8.1 The Supplier shall:

- 8.1.1 provide (for the Company) certificates of conformity for the Services and products that include:
  - a) the Supplier's name and location address;
  - b) the Supplier's full company name and manufacturing address, if different to the above;
  - c) the Company's supplier rating system number;
  - d) the unique certificate reference number and date of certificate;
  - e) details of valid third party approvals applicable to the Services provided and the establishment providing the Services to the Company;
  - f) the Company's contract reference and, if applicable, quality plan number;
  - g) a full description and quantity of supplies, including specification, drawing number and issue numbers and British, EC or relevant standards applicable;

- h) identification marks and serial numbers as appropriate;
  - i) details of authorised non conformities, Company concession or production permit references and a full statement of authorised deviations, operations or processes not conducted; and
  - j) for all materials (raw or finished):
    - i. cast and/or batch number(s);
    - ii. test report reference and, if called for, copies of test results and additionally for metallic materials;
    - iii. the condition of the material despatched;
    - iv. recommended heat treatment if the material is being delivered not in a final use condition;
    - v. chemical analysis and/or mechanical testing certificates;
    - vi. inspection stamp and/or authorising signature;
    - vii. details of packaging and transportation where appropriate;
    - viii. country of origin (EC requirement);
- 8.1.2 ensure that all certificates include one of the following statements of conformity signed by an authorised signatory, on behalf of the Supplier:
- (a) for supplies from a manufacturer, the format shall be “Certified that the whole of the supplies detailed hereon have been inspected and tested, and (unless otherwise stated) conform in all respects with the requirements of the Contract”;
  - (b) for supplies from an agent, stockist or distributor (i.e. where the Supplier is not the manufacturer) the format shall be “Certified that the whole of the supplies detailed hereon have been inspected and tested and (unless otherwise stated) conform in all respects with the requirements of the Contract”; and
  - (c) for services the format shall be “Certified that the services detailed hereon have been inspected and tested, and (unless otherwise stated) conform in all respects with the requirements of the Contract”;
- 8.1.3 provide a copy of the Supplier's authorised signatory list, showing as a minimum, name, job title, signature, designated authority level at the Commencement Date;
- 8.1.4 ensure that any certification from Sub-Contractors for parts or Services related to the Contract accompanies the Supplier's certificate of conformity;
- 8.1.5 agree with the Company a certificate of conformance for use where projects or part projects are handed over;

8.1.6 include in the certificate of conformance a “Statement of Design Performance” where design work is provided; and

8.1.7 provide statutory test certificates, where applicable.

## **9. Quarantine**

The Supplier shall provide secure quarantine storage for the storage of materials and products that are the subject of investigation regarding their conformance or non-conformance.

## **10. Traceability**

The Supplier shall ensure that all the materials to be incorporated into the Services or works delivered to the Sites are controlled at installation and are able to be traced to the manufacturer, unless indicated otherwise by the Company.

## **11. Maintenance and Servicing**

The Supplier shall provide the Company with written details of how its arrangements for maintenance and servicing will ensure the reliability, maintainability, durability and serviceability of the assets.

## **12. Design**

12.1 In respect of LUL only, no person shall change the design of any engineering or training system for the installation, operation and maintenance of infrastructure equipment without complying with LU Standard 1-538 (Assurance).

12.2 The Supplier shall:

12.2.1 operate a change control system so that the appropriate issue of drawings, technical specifications, training material and current deviations and concessions, including customer supplied standards, can be readily determined at all times;

12.2.2 ensure that all design changes and modifications are identified, documented, reviewed and approved by the Company prior to implementation;

12.2.3 record the results of all design assessments and hand over such records to the Company;

12.2.4 appoint or nominate a design authority for each design; and

12.2.5 ensure that designers hold BS-EN-ISO-9001 certification relevant to the Services or, if the design Supplier is not certificated to BS-EN-ISO 9001, a documented management system which includes design shall be required.

## **13. Computer Aided Design**

The Supplier shall provide computer aided designs in a style, format and software as specified by the Company.

## **14. Asset Commissioning and Handover**

14.1 No project shall be considered complete unless the Company agrees it has in its possession complete and final information deliverables specified within the project contract documents.

14.2 As a minimum, these shall include:

14.2.1 as-built drawings;

14.2.2 installation drawings;

14.2.3 O&M documents;

14.2.4 warranty documents;

14.2.5 commissioning certificates; and

14.2.6 handover certificates.

**SCHEDULE 7 PART C: ENVIRONMENTAL REQUIREMENTS**

## **Definitions**

“BREEAM” means the Building Research Establishment Environmental Assessment Method.

“BREEAM New Construction Infrastructure (Pilot)” means the Building Research Establishment Environmental method and assessment pilot Scheme

“CEEQUAL” means the Engineering Environmental Quality Assessment and Award Scheme.

“Congestion Charge” means the fee charged on most motorised vehicles operating within a defined charge zone in London under a scheme managed by TfL.

“Environmental Management System” or “EMS” has the meaning given to it in paragraph 1.2 of this Schedule 7 Part C (Environmental Requirements).

“Environmental Management Plan” or “EMP” has the meaning given to it in paragraph 1.3 of this Schedule 7 Part C (Environmental Requirements).

“Green Infrastructure” or “GI” has the meaning given to it in Schedule 3 (Specification) and is set out within Appendix A (Services Matrix) of Schedule 3 (Specification).

“LU HSE Policy” means the policy set out in Appendix 1 to this Schedule 7 Part C (Environmental Requirements).

“Pollution Response Plan” or “PRP” has the meaning given to it in paragraph 8.5 of this Schedule 7 Part C (Environmental Requirements).

“Site Noise and Vibration Evaluation and Control” means the process set out in Appendix 4 to this Schedule 7 Part C (Environmental Requirements).

“Surface HSE Policy” means the policy set out in Appendix 1 to this Schedule 7 Part C (Environmental Requirements).

“TfL Corporate Environment Framework” means the policy set out in Appendix 2 to this Schedule 7 Part C (Environmental Requirements).

“TfL Specialist Services HSE Policy” means the policy set out in Appendix 1 to this Schedule 7 Part C (Environmental Requirements).

“Waste Management Plan” or “WMP” has the meaning given to it in paragraph 7.2.1 of this Schedule 7 Part C (Environmental Requirements) and as set out in Appendix 5 to this Schedule 7 Part C (Environmental Requirements).

## 1. Section 1

### 1.1. Introduction

- 1.1.1. The Mayor wants London to be recognised as a world leader in improving the environment, locally and globally. The Greater London Authority (“GLA”) has published a number of detailed strategic aims on air quality, water, waste, climate change adaptation, and climate change mitigation and energy. These build on the GLA’s “Leading to a Greener London” [document](#)<sup>2</sup>, published in 2009, which sets out London’s aim to be one of the greenest cities in the world. There is an ambition to cut London’s carbon emissions by 60% by 2025.
- 1.1.2. More specifically, the Company has set the following targets within the TfL Corporate Environment Framework (set out in Appendix 2 to this Schedule 7 Part C (Environmental Requirements)), to help achieve the Mayoral goals:
  - 1.1.2.1. the Company will contribute towards achieving the Mayor’s target of a 60 per cent reduction in CO<sub>2</sub> emissions by 2025 (against a 2013 baseline) by aiming for a 40 per cent cut in TfL CO<sub>2</sub> emissions;
  - 1.1.2.2. the Company will further reduce the amount of carbon emitted per passenger journey by cutting emissions of CO<sub>2</sub> per passenger kilometre by 40 per cent by 2025 (against a 2013 baseline);
  - 1.1.2.3. the Company will seek to support the Mayor’s air quality targets for London by delivering a 50 per cent reduction in NO<sub>x</sub> emissions from the bus fleet by 2020, against a 2013 baseline;
  - 1.1.2.4. the Company will reduce particulate matter (“PM”) emissions from the bus fleet by 25 per cent by 2020, against a 2013 baseline; and
  - 1.1.2.5. the Company will reuse, recover and recycle 99 per cent of non-hazardous waste by 2031. The Company will set interim targets to achieve this and will use 30 per cent of non-hazardous waste specifically for energy from recovery.
- 1.1.3. The Company expects the Supplier to play a leading role in helping the Company achieve its current and future environmental objectives and targets, to ensure the delivery of all current and future Mayoral policies and strategies relevant to the Company.

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<sup>2</sup> <http://www.london.gov.uk/priorities/environment/vision-strategy/leading-to-a-greener-london>

## 1.2. Environmental Management System

- 1.2.1. The Supplier shall have in place an environmental management system ("EMS") that is bespoke to the Contract and which, as a minimum, meets the requirements set out below:
- 1.2.1.1. the EMS shall be certified to the BS EN ISO14001 standard, or equivalent standard, by a United Kingdom Accreditation Service ("UKAS") (or equivalent) accredited certification body or the Supplier shall have an environmental management policy, and also an independently audited EMS to the standard of BS EN ISO14001, or equivalent;
  - 1.2.1.2. the Supplier shall carry out environmental aspect and impact assessments to identify all potential environmental aspects and impacts related to its activities, products and services it delivers and the Supplier shall provide details of any necessary environmental control measures to the Company. These are included in risk and benefit identification, control and mitigation measures outlined in designs and safe systems of work for any element of the works forming part of the Services;
  - 1.2.1.3. the Supplier shall review the environmental aspect and impact assessments as a minimum once a year, but must ensure they, and any associated control and mitigation measures, remain pertinent to the works forming part of the Services; and
  - 1.2.1.4. the EMS shall be consistent with and support the principles of the Rail and Underground HSE Policy, set out in Appendix 1 and the Company's Corporate Environment Framework set out in Appendix 2 to this Schedule 7 Part C (Environmental Requirements).

## 1.3. Environmental Management Plan

- 1.3.1. As part of the EMS, the Supplier shall develop, implement and maintain a contract specific environmental management plan ("EMP") (in accordance with the requirements of Schedule 21 (Contract Management)) for the delivery of the Services, to be submitted to and approved by the Company's Representative within three (3) months of the Commencement Date.
- 1.3.2. The EMP shall be updated annually and not later than on each anniversary of the Commencement Date.
- 1.3.3. The Supplier shall make the EMP available to the Company for regular review (but not less than annually) at the Quarterly Review meetings and Annual Strategic Review meetings held in accordance with Schedule 21 (Contract Management).
- 1.3.4. Within the EMP, the Supplier shall demonstrate its contribution towards delivering the Company's environmental objectives including, but not limited to, how the Supplier shall:

- 1.3.4.1. ensure environmental aspects are considered and incorporated in to its activities;
- 1.3.4.2. use partnership working on environmental matters (for example, regulators, environmental bodies, industry groups, client and supply chains);
- 1.3.4.3. identify all potential environmental aspects and impacts of the Contract, specific to its activities (from planning to delivery) demonstrating how the Supplier intends to minimise the potential risks and impacts;
- 1.3.4.4. ensure its environmental key performance indicators and targets contribute to the objectives and targets set out in the Company's Corporate Environment Framework (set out in Appendix 2 to this Schedule 7 Part C (Environmental Requirements)) in relation to:
  - **carbon, energy and climate resilience:** demonstrating that the Supplier is actively minimising use of energy derived from fossil fuels in performing its obligations under the Contract; setting and achieving a target/reduction in CO<sub>2</sub> emissions, in line with the Company's environmental objectives and targets;
  - **reduction of air pollutants:** setting and achieving targets for reduction in air pollutants (PM and nitrogen oxides) in line with the Company's environmental objectives and targets from sources under the control of the Supplier, and demonstrating how the Supplier is meeting the Company's vehicle emissions requirements;
  - **reduction of noise, nuisance and vibration:** setting and achieving a target/reduction in noise in line with the Company's environmental objectives and targets;
  - **materials, resources and waste management:** demonstrating a reduction in use of resources, such as water, minimising the generation of waste, avoiding the use and production of hazardous materials and the prevention of pollution, and achieving a % of waste diverted from landfill rate of 99% (or an equivalent reuse and recycling rate); and
  - maintaining and, where possible, enhancing the quality of the built and natural environment;
- 1.3.4.5. demonstrate that the Supplier is meeting the requirements of the Company's Sustainable Timber Policy; and
- 1.3.4.6. provide the Company with an environmental staffing plan, setting out the Supplier's environmental management organisation structure, identifying roles, accountabilities and responsibilities, and points of liaison with the Company. The environmental staffing plan must

demonstrate resources are appropriate to the scale and nature of the relevant Services.

#### **1.4. Report on Progress**

1.4.1. The Supplier shall provide the Company's Representative with an environmental performance report, including information on the performance of the EMS. The report shall be submitted annually and not later than on each anniversary of the Commencement Date, and shall contain, but shall not be limited to:

1.4.1.1. any updates to previous EMPs;

1.4.1.2. a summary of the environmental statistics for the previous year, including inter alia, environmental reviews;

1.4.1.3. a summary of findings and trends from audits, inspections and evaluations of compliance with legal and with other requirements;

1.4.1.4. a summary of any changing circumstances, including developments in legal and other requirements; and

1.4.1.5. proposed environmental improvement targets, together with commentary on the previous year's improvement targets, including status of corrective and preventative actions undertaken by the Supplier.

#### **1.5. Environmental Planned General Inspections**

1.5.1. As part of the EMP and within six (6) weeks of the Commencement Date, the Supplier must review and update the current Environmental Planned General Inspection ("EPGI") template (set out in Appendix 3 to this Schedule 7 Part C (Environmental Requirements)) with current legislation and other requirements, relevant to this Contract. The template must be kept up to date by the Supplier at all times.

1.5.2. Frequency of EPGIs must conform to the requirements of Schedule 12 (Performance Measurement) for Supplier audits but shall be suitable and sufficient to ensure all risks are mitigated.

#### **1.6. General Requirements**

Without prejudice to its other obligations contained in this Contract, the Supplier shall ensure that it carries out its obligations in response to any environmental incidents and their reporting in a manner approved by the Company.

## **2. Section 2**

### **2.1. Sustainable Design and Operations**

2.1.1. The Supplier shall address, as a minimum, the following principles to maximise the sustainable performance of its activities including, but not limited to:

2.1.1.1. using principles that consider the longer-term design life of the building and assets and that will offer solutions that will remain state of the art;

2.1.1.2. designing systems and installing and maintaining equipment that will reduce energy use and the operational cost of the buildings and assets. In particular the Supplier shall:

- ensure energy efficiency measures (including lighting, HVAC, building management systems) are utilised;
- ensure that the new systems are compatible with the energy system and load requirements at the existing Site;
- investigate the feasibility of incorporating renewable or decentralised energy;
- ensure designs provide natural ventilation, rather than mechanical, where possible; and
- ensure passive design measures remove heat from the asset, rather than using mechanical cooling;

2.1.1.3. designing systems and installing and maintaining equipment that minimises water use during installation and operation of the asset. Maintenance of water consuming equipment will include, but shall not be limited to, low volume taps/showers, dual flush toilets, waterless urinals, low volume urinal flush controls, rainwater and grey water recycling systems, green infrastructure irrigation systems and cooling towers.

### **2.2. CEEQUAL and BREEAM**

2.2.1. Where the Company has already arranged for the activity to be part of CEEQUAL, BREAAAM New Construction Infrastructure (pilot), and/or BREEAM the Supplier shall compile and provide relevant evidence to support CEEQUAL, BREAAAM New Construction Infrastructure (pilot), and/or BREEAM submissions to the Company. The Supplier shall use the CEEQUAL or BREEAM processes to aid the consideration of environmental sustainability and to drive improvements in performance during the design development, installation and maintenance phases of the Services.

### **3. Section 3**

#### **3.1. Climate Resilience**

- 3.1.1. The Supplier shall ensure that any design, installation and maintenance work it performs as part of the Services takes into account the climate parameters over the whole design life in which the building and asset must perform, to support resilience to extreme weather.
- 3.1.2. The Supplier shall ensure that the building and asset remains fit-for-purpose for the Company's needs during its design life period, taking into account the range of extreme weather and climate parameters that may occur during that time. This shall include, but shall not be limited to:
  - 3.1.2.1. keeping the buildings and assets within specified temperature tolerances as defined in the Company's standards relevant to the building and asset type applicable to this Contract; and
  - 3.1.2.2. all refits including measures to assist with keeping buildings and assets resilient during their design life including, but not limited to, water efficiency, natural ventilation and shading, greening, and sustainable drainage.

## 4. Section 4

### 4.1. Reducing Carbon Emissions and water usage

#### 4.1.1. The Supplier shall:

- 4.1.1.1. ensure that when replacing assets, the Supplier selects assets with more energy efficient equipment. The Supplier shall notify the Company's Representative where this is not technically feasible, for example, in relation to a heritage feature;
- 4.1.1.2. measure and report on carbon emissions and develop plans to reduce carbon emissions and energy usage that supports the Company in delivering its programme to improve energy efficiency, helping decrease emissions and lower costs;
- 4.1.1.3. make use of the Company's automated Monitoring and Targeting ("aM&T") software to analyse site performance, control out of hours consumption and also suggest, measure and verify efficiency enhancement projects;
- 4.1.1.4. maintain and run on site generation equipment (including PV, wind, solar thermal, combined heat and power and absorption chillers) to reduce and optimise building carbon emissions; and
- 4.1.1.5. maintain the Company's assets in accordance with all ozone depleting substances and fluorinated greenhouse gas legislation compliance, including statutory air conditioning inspections, to optimise efficiency of cooling equipment, for current, pending and future legislation.

## **5. Section 5: Air Quality and Dust**

### **5.1. Control of Vehicle Emissions**

- 5.1.1. The Supplier shall ensure that in the procurement or leasing of vehicles for use in the delivery of the Services:
  - 5.1.1.1. consideration is given to CO<sub>2</sub>, air quality and noise impacts; and
  - 5.1.1.2. a technology neutral approach is adopted.
- 5.1.2. All vehicles used in the delivery of the Services shall meet or exceed the following CO<sub>2</sub> limits and European emission standards at the Commencement Date:
  - 5.1.2.1. cars - maximum certified CO<sub>2</sub> emissions of 105 g/km and a minimum of Euro V emission standards;
  - 5.1.2.2. vans equal to or less than 1205 kg kerb weight – maximum certified CO<sub>2</sub> emissions of 115 g/km CO<sub>2</sub> and a minimum of Euro V emission standards;
  - 5.1.2.3. vans between 1205 and 1660 kg kerb weight – maximum certified CO<sub>2</sub> emissions of 155 g/km CO<sub>2</sub> and a minimum of Euro V emission standards;
  - 5.1.2.4. vans greater than 1660 kg kerb weight – maximum certified CO<sub>2</sub> emissions of 215 g/km CO<sub>2</sub> and a minimum of Euro V emission standards; and
  - 5.1.2.5. heavy duty vehicles greater than 3500 kg kerb weight – Euro V emission standards.
- 5.1.3. If any vehicles used in the provision of the Services are due for replacement before the Expiry Date, the Supplier shall ensure that the replacement vehicle/engine meets or exceeds the European emission standards and CO<sub>2</sub> limits (if applicable) for the year in which it is introduced into the fleet. Standards and the years in which they apply are set out in paragraph 5.3.3 below. If compliant vehicles/engines are not available by the specified deadline, the Company may (at its sole discretion) consider acceptance of an alternative standard proposed by the Supplier until such time as those vehicles become available.

### **5.2. European Emission Standards for Road Vehicles**

- 5.2.1. In line with Mayoral environmental strategy and the Company's commitments to reduce CO<sub>2</sub> emissions, the Supplier is encouraged to include zero or ultra low carbon vehicles such as electric or plug-in hybrid or bio methane vehicles in its fleet, wherever possible.
- 5.2.2. Any necessary recharging/refuelling infrastructure required for low carbon vehicles to be supplied by the Supplier on the Company's Sites will only be permitted subject to the Company's written acceptance and by separate agreement on maintenance, installation and running costs. Where the Supplier operates such vehicles, operating experience and data will be shared with the Company on request.
- 5.2.3. The Supplier shall select vehicles for the performance of the Services which meet the highest environmental criteria and will be eligible for a 100% discount from the Congestion Charge. The Supplier shall be solely responsible for payment of any

Congestion Charge and the Company does not accept any claims for reimbursement of Congestion Charges.

5.2.4. The Supplier shall ensure that all vehicles used in the performance of the Services are operated in such a way to ensure that environmental impacts are reduced as far as reasonably practicable. Operating data for all vehicles will be shared with the Company when requested.

5.2.5. The Supplier shall:

5.2.5.1. ensure vehicles used in connection with the Services are regularly serviced in line with the Manufacturers recommendations;

5.2.5.2. ensure all faults or problems on such vehicles are repaired/addressed as soon as practicable; and

5.2.5.3. monitor and record all vehicle fuel and mileage in connection with the performance of the Services.

5.2.6. The Supplier shall report the following information to the Company on a Quarterly basis in advance of each Quarterly Review as set out in Schedule 21 (Contract Management):

5.2.6.1. vehicle make and model;

5.2.6.2. vehicle servicing frequency;

5.2.6.3. vehicle fuel (fuel type and litres used);

5.2.6.4. vehicle mileage (excluding hire vehicles); and

5.2.6.5. percentage of the fleet on hire.

The Company reserves the right to include additional monitoring requirements if required.

5.2.7. The Supplier shall ensure that all driving staff undertake a fuel efficient and safe driver training course within three (3) months of commencing performance of the Services. The Supplier shall ensure that the training course consists of theoretical training and practical implementation skills and is a minimum duration of one (1) hour.

5.2.8. The Supplier shall provide the driver training records to the Company as instructed by the Company's Representative.

### **5.3. Equipment and Non-Road Mobile Machinery**

5.3.1. The Supplier shall ensure that the adverse impacts of emissions from equipment used in the performance of the Services are minimised. Measures to be considered for limiting emissions and avoiding nuisance will include any one or more of the following as appropriate (and as far as reasonably practicable):

5.3.1.1. ensuring that the engines of all vehicles and equipment used in connection with the Services are not left running unnecessarily;

- 5.3.1.2. using low emission vehicles and equipment fitted with catalysts, diesel particulate filters or similar devices;
  - 5.3.1.3. using ultra low sulphur fuels in plant and vehicles;
  - 5.3.1.4. requiring equipment and vehicles to be well maintained, with routine servicing to be completed in accordance with the manufacturers' recommendations and records maintained for the work undertaken;
  - 5.3.1.5. requiring all vehicles, including off-road vehicles, to hold current MOT certificates, where required by Applicable Laws (or tested to an equivalent standard) and requiring them to comply with exhaust emission regulations for their class;
  - 5.3.1.6. using routes and operating equipment away from potential receptors such as houses, schools and hospitals;
  - 5.3.1.7. avoiding the use of diesel or petrol powered generators and instead using mains electricity or battery powered equipment;
  - 5.3.1.8. maximising energy efficiency (this may include using alternative modes of transport, maximising vehicle utilisation by ensuring full loading and efficient routing); and
  - 5.3.1.9. providing all operating data which complies with the schedules, deadlines and timelines as required to the Company as part of the Supplier's Quarterly reporting obligations (as set out in Schedule 21 (Contract Management)).
- 5.3.2. All of the Supplier's non-road mobile machinery ("NRMM") must meet or exceed the emission standards relevant at the Commencement Date, which are as follows:
- 5.3.2.1. NRMM of net power between 19 and 36 kW –Stage IIIA of EU Directive 97/68/EC (as amended) emission standards;
  - 5.3.2.2. NRMM of net power between 37 and 55 kW –Stage IIIA of EU Directive 97/68/EC (as amended) emission standards;
  - 5.3.2.3. NRMM of net power between 56 and 560 kW –Stage IIIB of EU Directive 97/68/EC (as amended) emission standards; and
  - 5.3.2.4. from 1 September 2020: NRMM of net power between 37kW and 560kW used on any site within Greater London – Stage IIIB of EU Directive 97/68/EC (as amended) emission standards.
- 5.3.3. In addition, where the requirements of "[The control of dust and emissions during construction and demolition - Supplementary Planning Guidance \(SPG\) Greater London Authority \(2014\)](#)" are applicable, all of the Supplier's NRMM must comply with the following additional requirements for the NRMM Low Emission Zone detailed in the SPG:
- 5.3.3.1. NRMM used on any site within the Central Activity Zone or Canary Wharf will be required to meet Stage IIIB of EU Directive 97/68/EC (as amended) emission standards as a minimum; and

- 5.3.3.2. from 1 September 2020: NRMM used on any site within the Central Activity Zone or Canary Wharf must meet Stage IV of EU Directive 97/68/EC (as amended) emission standards as a minimum.
- 5.3.4. All NRMM must meet the applicable standards unless it can be demonstrated that the machinery is not available or that a comprehensive retrofit to meet PM10 and NOx emission standards is not feasible. In this situation, every effort must be made by the Supplier to use the least polluting equipment available, including retrofitting technologies to reduce particulate emissions.
- 5.3.5. The Supplier must comply with the GLA's NRMM exemption policy (which can be found at [nrmm.london](http://nrmm.london)) for any NRMM which cannot meet the emissions requirements, The Supplier shall seek exemption from the Company's Representative for any NRMM of net power between 19 and 36 kW that cannot comply with the emissions standards.
- 5.3.6. The Supplier shall also:
- 5.3.6.1. maintain an inventory of all on-site NRMM using the GLA's [nrmm.london](http://nrmm.london) database; and
- 5.3.6.2. regularly service all machinery and keep records on Site.

#### 5.4. **Dust**

- 5.4.1. The Supplier shall use the best practicable means to reduce dust and other emissions at all times during performance of the Services and shall not to create a dust nuisance.
- 5.4.2. If the Company's Representative decides that the Supplier is not dealing adequately with the control of dust or other emissions, the Company's Representative may instruct the Supplier to carry out such additional measures as the Company's Representative considers necessary. Such measures are not subject to the Contract variation procedure set out in Schedule 6 Part A (Contract Variation Procedure) of the Contract.

## **6. Section 6: Noise and Vibration**

### **6.1. General**

#### 6.1.1. The Supplier shall:

- 6.1.1.1. use the best practicable means to control and limit noise and/or vibration levels so that affected properties, and other sensitive receptors, are protected from excessive or prolonged noise and vibration associated with all activities;
- 6.1.1.2. develop and maintain a Noise and Vibration Management Plan, as part of the EMP, for activities with the potential to generate noise and/or vibration. The Noise and Vibration Management Plan shall set out how noise and vibration requirements shall be managed and the Supplier shall undertake the Services in strict adherence to this plan;
- 6.1.1.3. apply the best practicable means to reduce noise and vibration at all times having regard to the provisions of the latest edition of BS5228 (Code of Practice for Noise and Vibration Control) or other relevant Good Industry Practice;
- 6.1.1.4. stipulate and ensure adherence to behavioural conditions for workers in relation to minimising impacts to neighbours, such as conduct when arriving and leaving the Company's Sites during any night works; and
- 6.1.1.5. employ a trained and competent person to undertake noise and/or vibration monitoring if required and comply with any additional measures required including relocation or modification of equipment to reduce noise and vibration. The monitoring scope shall be agreed with in advance with the Company's Representative and monitoring results shall be provided to the Company on request.

6.1.2. In its performance of the Services, the Supplier shall comply with the requirements of the Company's Pathway Site Noise and Vibration Evaluation and Control (set out in Appendix 4 to this Schedule 7 Part C (Environmental Requirements)).

### **6.2. Prior Consent**

6.2.1. If activity with the potential to generate noise and vibration is to be carried out outside of normal working hours, and/or the noise and vibration generated is likely to cause significant disruption or harm, the Supplier shall:

- 6.2.1.1. liaise with the Company to determine whether a Section 61 consent (under the Control of Pollution Act 1974), or other form of noise agreement, will need to be in place prior to commencing the relevant works;
- 6.2.1.2. provide the Company with the following information to enable a decision to be made on whether a Section 61 Consent, or other form of noise agreement, is required:

- the nature of the activity being undertaken;
- the time of day the activity will be undertaken;
- the duration of the activity;
- the proximity of neighbours; and
- the sensitivity of neighbours (for example, residents, schools, hospitals and places of worship) that would likely be considered more sensitive to noise than industrial areas); and

6.2.1.3. be responsible for obtaining the consent prior to commencing the relevant works, and for complying with all aspects of the consent.

### 6.3. Notifications

6.3.1. The Supplier shall take a proactive approach to notifying neighbours and other relevant stakeholders in advance of the commencement of any construction or maintenance works being performed by the Supplier as part of the Services that will affect them in any way, including noise and vibration impacts, impacts from staff noise, access and welfare or staff parking and travel.

6.3.2. The Supplier shall submit to the Company's Community Relations representative (via [communityrelations@tfl.gov.uk](mailto:communityrelations@tfl.gov.uk)) the draft notification letters for approval no less than 14 days prior to the works commencing.

6.3.3. Notification letters shall include details of the:

6.3.3.1. location of works;

6.3.3.2. reason for the works;

6.3.3.3. information about potential impacts: noise and vibration, parking, staff access and welfare locations;

6.3.3.4. duration of the works;

6.3.3.5. working hours; and

6.3.3.6. TfL customer services details.

6.3.4. Letters shall be produced on TfL letterhead and the Company shall provide a template when required.

6.3.5. Once the details of the notification letters have been accepted by the Company's Community Relations representative, the letters shall be distributed to all properties potentially affected by the proposed works no less than 10 days prior to works commencing. In most instances, distribution will be arranged by the Company. For smaller areas of impact, the Supplier will be directed to undertake the distribution directly. In ascertaining the distribution area, the Supplier shall carefully consider potential noise and vibration, areas affected by staff parking, access or welfare requirements, delivery and loading of equipment.

- 6.3.6. A briefing note about work activities that could potentially affect the community shall be provided by the Supplier to the Company's Community Relations representative in advance of the commencement of the works. This briefing note will be used to brief key stakeholders to address any complaints or enquiries. The briefing note shall contain a copy of the notification letter, the recommended distribution area of the letter, a location map of the works, best practicable means used to mitigate potential adverse impacts and the name and contact details (for internal use only) of the Supplier's Representative, who is required to provide further information where requested in accordance with the Supplier's complaints handling process.

#### **6.4. Noise Complaints Handling**

- 6.4.1. The Supplier shall develop a complaints handling process agreed with the Company's Representative. As a minimum, the complaints handling process shall include the following:
  - 6.4.1.1. TfL's customer services details on all public facing communication;
  - 6.4.1.2. information on how complaints and enquiries will be responded to when passed on by TfL customer services;
  - 6.4.1.3. details of the emergency response system that will be employed for dealing with emergency issues; and
  - 6.4.1.4. reporting all complaints/enquiries and their responses within 24 hours of receipt to the Company using TfL customer services and to the Company's Community Relations representative.

## 7. Section 7: Waste and Resources Management

### 7.1. Waste Electronic and Electrical Equipment

With regard to the latest version of the Waste Electrical and Electronic Equipment Regulations 2006 ("WEEE 2006"), the Supplier shall indemnify and keep indemnified the Company as a result of any losses which it incurs as a result of any failure on the part of the Company or the relevant producer to comply with the requirements of WEEE 2006.

### 7.2. Waste Other

- 7.2.1. The Company requires the Supplier to promote recycling, minimise its waste and play a leading role in helping the Company achieve its environmental targets. The Supplier shall develop, implement and maintain a Waste Management Plan ("WMP"), as part of the EMP, to cover the waste arisings it is responsible for, support the Company's objective to use materials more efficiently and reduce waste to landfill in order to achieve the following target:

*"the Company will reuse, recover and recycle 99 per cent of non-hazardous waste, with interim targets by 2031 and 30 per cent for specifically for energy from recovery".*

- 7.2.2. The Supplier's WMP shall document how the Supplier will:

7.2.2.1. implement the waste hierarchy;

7.2.2.2. comply with current legislation in relation to the storage, handling, treatment, transfer and disposal of all waste materials produced in the performance of the Services. As a carrier of waste, the Supplier shall be registered as a Waste Carrier with the Environment Agency and shall provide evidence of registration within the WMP and on renewal of the registration;

7.2.2.3. set waste reuse, recovery and recycling targets that meet or exceed the Company's targets;

7.2.2.4. monitor and report waste arising in line with the Supplier's reporting requirements under Schedule 21 (Contract Management) each Period in advance of the Period Progress Meeting;

7.2.2.5. ensure all Supplier Personnel are trained in waste minimisation and management techniques;

7.2.2.6. increase recycled content of materials used in construction and any other materials purchased; and

7.2.2.7. document all decisions taken during any design work to reduce waste, and ensure this information is passed to Company.

- 7.2.3. The Supplier shall implement and update the Waste Management Plan, maintain records throughout the duration of this Contract and make available these records for review by the Company on request.

- 7.2.4. The Supplier is responsible for the management and removal of all waste arisings as

soon as practicably possible in accordance with Good Industry Practice.

7.2.5. The Supplier shall make available to the Company, within 3 Working Days of request, any waste records (such as Consignment notes and transfer notes).

7.2.6. Where involved in project work, the Supplier shall comply with the requirements of the TfL Pathway Waste Management Plan (set out in Appendix 5 to this Schedule 7 Part C (Environmental Requirements)).

7.2.7. All works being carried out at Company office buildings must use this template TfL Facilities: Small Projects Waste Proforma to record and submit waste data.

### **7.3. Recycled Content of Materials**

The Supplier shall ensure a minimum of 20% of the total material value of products and materials selected for the works being performed as part of the Services derives from reused and recycled content. The Supplier shall submit proposals to the Company's Representative in relation to the areas of opportunity to exceed this target figure. The Supplier shall provide a detailed explanation and justification in the WMP to the Company's Representative for any failure to achieve the 20% target figure. Performance shall be reported, as part of the EMP, in the annual environmental performance report referred to in paragraph 1.4 (Report on Progress) of this Schedule 7 Part C (Environmental Requirements).

## **8. Section 8: Pollution Prevention**

- 8.1. The Supplier shall comply with all Applicable Laws and Good Industry Practice to prevent pollution and environmental nuisance.
- 8.2. The Supplier shall ensure that the EMP and aspect and impact assessments for specific tasks and activities adequately identify all potential pollution sources, pathways and sensitive receptors.
- 8.3. The Supplier shall ensure that the EMP will detail how pollution risks will be managed including specific controls to be put in place, which must be strictly complied with.
- 8.4. The Supplier shall ensure that all controls identified will be included in safe systems of work and briefed to all Supplier Personnel.
- 8.5. The Supplier shall ensure that a Pollution Response Plan (“PRP”) and all necessary pollution response equipment required to reduce risks to as low as reasonably practicable are in place within one (1) month of the Commencement Date. The PRP shall set out actions to be taken in the event of an environmental incident. The Supplier shall ensure all Supplier Personnel are familiar with the plan and trained in actions to take if an incident occurs.

### **8.6. Deliveries and Storage**

- 8.6.1. Where the Supplier manages bulk fluid deliveries (over 25 litre drums) it shall:
  - 8.6.1.1. ensure that a spill kit of appropriate size and content, commensurate with the risk, is located in an open access location immediately adjacent to the risk; and
  - 8.6.1.2. seek written assurance from the supplier that the third party delivery operatives are trained, competent and familiar with making deliveries to the Sites and if not, they shall be accompanied by the Supplier’s Representative until such time they become so.
- 8.6.2. Where bulk storage tanks (above 55 gallon/250 litres) are provided and maintained by the Supplier, the Supplier shall ensure they are fitted with serviceable engineering controls, appropriate to site risk, to prevent environmental harm, such as fitting and maintaining alarms and other notification systems.
- 8.6.3. The Supplier shall manage the testing, licensing and other regulatory regimes related to the tanks on the Sites as required by the Company from time to time.

### **8.7. Site set-up**

- 8.7.1. The Supplier shall ensure that, where reasonably practicable and appropriate, its activity will be designed to prevent pollution arising including, but not limited to:
  - 8.7.1.1. Sites secured and screened using existing features where appropriate;