Track Vegetation and Fencing Repairs Contract

between:

LONDON UNDERGROUND LIMITED
as Company

and

CLESHAR CONTRACT SERVICES LIMITED
as Supplier

For the supply and supervision of vegetation management gangs in support of vegetation management services, fencing repair services and ad hoc pest control services

Contract Reference Number TfL-01330 – Track Vegetation and Fencing Repairs

Volume 2 – Schedules 4 to 18 inclusive

This is Volume 2 of the documents referred to in the Contract (TfL-01331) dated:

2nd December 2019

Signed by London Underground Limited

[redacted]

Authorised Signatory

Signed by Cleshar Contract Services Limited

[redacted]

Authorised Signatory

Schedule 4
Contract Variation Procedure and Additional Services

Definitions

For the purposes of this Schedule 4 (Contract Variation Procedure and Additional Services), the following expressions shall have the following meanings:

"Emergency" means an event causing or, in the reasonable opinion of a Party, threatening to cause death or injury to any individual, or serious disruption to the lives of a number of people or extensive damage to property, or contamination of the environment in each case on a scale beyond the capacity of the emergency services, or preventing the Services operating under normal circumstances and requiring the mobilisation and organisation of the emergency services.

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/ 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 17 (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 must be 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;

   6.3. the Variation Proposal details the effect, if any, on the Gang Rates or other Defined Cost reasonably incurred by the Supplier as a direct consequence of the Variation;

   6.4. the Variation Proposal details the build-up to assessed effect (if any) on the Gang Rates using a quantified Defined Cost estimate;

   6.5. the Variation Proposal details the effect on the current final outturn total of Defined Cost in the current Budget Period; and the Variation Proposal

includes such further information as may reasonably be 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. Where an Emergency has arisen, the Company's Representative may issue an informal instruction in writing (which may be by email) to the Supplier to carry out additional work as specified in that instruction and both Parties shall subsequently endeavour to agree a formal Variation Order relating to that instruction as soon as reasonably practicable thereafter.

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 1 (Contract Data) and Schedule 2 (Payment) as applicable.

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, Schedule 3 (Specification) and the Baseline Resource Programme.

11. Strict adherence to the procedure described in this Part A of Schedule 4 (Contract Variation Procedure and Additional Services) shall be a condition precedent to any increasing to the Gang Rates or other amounts payable to the Supplier for the Services. If the Supplier does not adhere to each paragraph in this Part A of Schedule 4 (Contract Variation Procedure and Additional Services) then the Supplier shall not be entitled to any addition to the Gang Rates or other amounts payable to the Supplier notwithstanding that the Supplier may have supplied additional or varied Services.

APPENDIX 1: FORM OF VARIATION PROPOSAL/VARIATION ORDER

To:From:

Contract Reference:
Variation Number:
Variation Title:

PART A (TO BE COMPLETED BY THE ORIGINATOR OF THE VARIATION ORDER)	
Description of change:	
Reason for changes and impact (if any) on Contract:	
Variation Proposal Authorised by:	**Proposal Date:**

PART B (TO BE COMPLETED BY THE SUPPLIER)	
Price Breakdown Note: If a further breakdown is needed please append details as a separate sheet.	
Expected Delivery Date:	
Supplier's Representative:	**Date:** .....
Print Name:	**Signature:** .....
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	**Date:** .....
Company's Representative:	
Print Name:	**Signature:** .....

Part B – Additional Services

1. **Definitions**

For the purposes of this Schedule 4 (Contract Variation Procedure and Additional Services), the following expressions shall have the following meanings:

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

(a) Gangs over and above that detailed by the accepted Baseline Resource Programme for any Budget Period;

(b) Materials which are not Key Materials;

(c) Equipment; and

(d) Specialist Sub-Contractors

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

"**Additional Service Rates**" means the Gang Rates to be applied in respect of any request from the Company for Additional Services as contained in Schedule 1 (Contract Data) or additional Defined Cost calculated in accordance with Schedule 2 (Payment);

"**Revised Additional Services Notice**" has the meaning given to it in paragraph 3.4 of Part 2 of this Part B (Additional Services) of Schedule 4 (Contract Variation Procedure and Additional Services).

2. **Additional Services Notice**

2.1. Where Additional Services are required by the Company, the Company shall submit to the Supplier an Additional Service Notice.

3. **Supplier Response and Company Confirmation**

3.1. Within five (5) Working Days of receipt of the Additional Service Notice, the Supplier shall confirm in writing to the Company as relevant and in accordance with this Part B:

3.1.1. the cost of performing the required Additional Services;

3.1.2. the time period for performing the Additional Services; and

3.1.3. when it is proposed the Additional Services are to be carried out.

3.2. The cost of implementing the required Additional Services shall be calculated by reference to paragraph 4 of this Part B.

3.3. Other than the costs referred to in paragraph 3.2 of this Part B the Supplier shall make no charge to the Company for processing, implementing or managing Additional Services.

3.4. The Company may object in writing within five (5) Working Days of receipt of the Supplier's confirmation pursuant to paragraph 3.1 of this Part B to any part of that confirmation and in such circumstances the Parties shall act reasonably to agree as soon as practicable how the Additional Services 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 Service Notice (the "Revised Additional Services Notice").

3.5. Where the Company accepts the information provided by the Supplier pursuant to paragraph 3.1 and following receipt of an instruction by the Company to proceed with the Additional Services, the Supplier shall then carry out the Additional Services in accordance with the agreed Additional Services Notice or Revised Additional Service Notice (as applicable).

3.6. In the event that the Supplier disagrees with the terms determined by the Company in accordance with paragraph 3.4 the Supplier shall nonetheless implement the Additional Service Notice and refer the matter to Core Group for resolution.

4. **Pricing of Additional Services**

4.1. For the purposes of paragraph 3.2 of this Part B, the cost of implementing any Additional Services shall be calculated on the basis that:

4.1.1. wherever practicable the Supplier shall procure that such services 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 services. Where such Additional Services 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 Gang Rates or, where such rates are not applicable, in accordance with rates which are fair and reasonable and calculated in accordance with Schedule 2 (Payment) Part B (Schedule of Cost Components);

4.1.2. the cost of Materials, Equipment and Specialist Subcontractors are in accordance with Defined Cost as set out in Schedule 2 (Payment) Part B (Schedule of Defined Cost Components);

4.1.3. subject to paragraph 4.1.1, the Management Fee Percentage shall be payable in respect of the additional Gang labour costs; and

4.1.4. Subject to paragraph 4.1.2 additional Material, Equipment and Specialist Sub-Contractor costs are uplifted by the amount of the Materials Overhead and Profit Percentage; the Equipment Overhead and Profit Percentage and the Specialist Sub-contractor Overhead and Profit Percentage respectively.

5. **Implementation**

5.1. The Supplier shall perform the required Additional Services so as to minimise any inconvenience to the Company and within the timescales specified in the confirmation provided pursuant to paragraph 3.1 of this Part B (or agreed by the parties pursuant to paragraph 3.4 of this Part B).

5.2. The Supplier shall notify the Company when it believes the Additional Services have been completed.

5.3. Where the Supplier has either:

5.3.1. failed to provide a response pursuant to paragraph 3.1 of this Part B; or

5.3.2. failed to fully implement the Additional Services within ten (10) Working Days of the date that has been determined or agreed in accordance with paragraph 5.1 of this Part B as being the date on which the Additional Services should have been implemented,

then such failure shall constitute a Level 2 Non-Conformance as defined in and for the purposes of Schedule 9 (Performance Measurement).

6. **Payment**

6.1. Where the Additional Services have been performed to the satisfaction of the Company acting reasonably the Supplier shall include the costs of the relevant Additional Services in its next following Payment Application submitted pursuant to Clause 15 and Schedule 2 (Payment) following completion of the relevant Additional Services.

6.2. All amounts payable in respect of Additional Services shall be invoiced and paid in accordance with the procedure described in Clause 15 and Schedule 2 (Payment) of this Contract.

7. **Documentation and Monitoring**

7.1. No due diligence (whether funder, legal, technical, insurance or financial) shall be required in relation to Additional Services unless otherwise agreed between the parties.

7.2. Unless otherwise agreed between the parties, no changes shall be made to this Contract as a result of Additional Services, save for the encompassing of the subject matter of the Additional Services within the Specification.

7.3. The Supplier shall keep a record of all Additional Services processed, completed and outstanding and shall provide the Company with a copy of that record whenever reasonably required by the Company.

8. **Disputes**

8.1. Any Dispute may be referred by either party for resolution pursuant to Schedule 17 (Dispute Resolution Procedure), but the Supplier shall, nevertheless, be required to perform the Additional Services within the

prescribed timescales notwithstanding the Dispute, where such Dispute concerns the cost of the Additional Services.

9. **Applicability of the Contract**

9.1. In providing the Additional Services, 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 Services.

Schedule 5

Health, Safety, Quality and Environmental Requirements

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; and
- 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 resource 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 safetymanagement 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 Supplier shall ensure insofar as is reasonably practicable, that persons (whether in its employment or not) who may be affected by the Services are not exposed to risks to their health and safety;

- the Supplier shall document the significant risks and display the assessment and method statement at point of works; and

- 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 Underground Network and Worksites . 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; and
- 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; and
- 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 Supplier 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.

2. **HEALTH & SAFETY (QUENSH)**

The Supplier shall comply with the requirements of the Contract Quensh Conditions (LUL Category 1 Standard S1552 A18) as defined by the following Quensh Menu ("QUENSH").

F0780 A18 Contract Menu

This Contract Menu must be used in conjunction with Category 1 Standard S1552 "Contract QUENSH Conditions"

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 01331
Contract Name	Track Vegetation and Fencing Renewal
Client:	LUL
Supplier:	Cleshar Contract Services Limited

Principal Contractor: **Yes** ☐X **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	Y	
6	Identification of Safety Critical Activities		Y	Y	
7	Works Environmental Management		Y	Y	
8	Emergency Plan		Y	Y	
9	Method Statements		Y	Y	
10	Health, Safety and Environment File		Y	Y	
11	Pre-start LU health, safety and environment meeting		Y	Y	
12	Supplier's site induction		Y	Y	
13	Site Person in Charge		Y	Y	
14	**Staff requirements**		**Y**		
14.1	**Behaviours**		**Y**		
14.1.1	Alcohol and drugs		Y	Y	
14.2	**Control of hours worked**		**Y**		
14.2.1	Working Time Regulations		Y	Y	
14.2.2	Fatigue		Y	Y	
14.3	**Knowledge**		**Y**		
14.3.1	English language		Y	Y	
14.3.2	Access Card and Worksite Briefing		Y	Y	
14.3.3	Visitors to sites		Y	Y	
14.4	**General competence**		**Y**		
14.4.1	Evidencing competence of safety critical staff		Y	Y	
14.4.2	Identification of safety critical staff		Y	Y	
14.4.3	Competent external safety critical personnel		Y	Y	
14.4.4	Training		Y	Y	
14.4.5	Asset specific competence		Y	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**
14.5	**Medical requirements**		Y	Y	
14.6	**Identification of Suppliers staff**		Y	Y	
14.7	**Clothing**		Y	Y	
15	**Permits and licences**		**Y**		
15.1	LU specific permits and licences		Y	Y	
15.2	Permits, licences and certificates for Supplier's staff		Y	Y	
16	**The Principles of Access**		**Y**		
16.1	Introduction		Y	Y	
16.2	Access to Stations		Y	Y	
16.3	Access to Track		Y	Y	
16.4	Access to depots		Y	Y	
17	**Applying for Planned Access**		**Y**		
17.1	Introduction	TQ 7 Response [Msg id 85.1.1] – access and fault reporting applies but it it will be arranged/managed by LU	Y	Y	CCS has RailSys capability. Also refer to comments section below
18	Applying for General Access	TQ 7 Response [Msg id 85.1.1] – access and fault reporting applies but it it will be arranged/managed by LU	Y	Y	CCS has RailSys capability. Also refer to comments section below
18.1	Constraints that apply to Generic Access		Y	Y	
19	Access for fault repair	TQ 7 Response [Msg id 85.1.1] – access and fault reporting applies but it it will be arranged/managed by LU	Y	Y	
20	Operational Assurance		Y	Y	
21	**Closures and possessions**	**Arrangements will be made by Client**	**N**		
21.1	Requirements for closures		N	N	
21.2	Requirements for possessions		N	N	
22	**Controls at point of access**		**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**
22.1	Publication of works	TQ 7 Response [Msg id 85.1.1] – access and fault reporting applies but it it will be arranged/managed by LU	Y	Y	CCS has RailSys capability. Also refer to comments section below
22.2	Checks at point of access		Y	Y	
22.3	Signing-on with the Station Supervisor		Y	Y	
22.4	**Track specific requirements**		**Y**		
22.4.1	Person providing protection		Y	Y	
22.4.2	Possessions		Y	Y	
23	Removal of supplier's personnel from LU Premises		Y	Y	
24	Incidents		Y	Y	
25	Notification of regulatory concern or action		Y	Y	
26	Confidential Incident Reporting and Analysis System (CIRAS)		Y	Y	
27	**Monitoring**		**Y**		
27.1	LU inspections		Y	Y	
27.2	Monitoring the supply chain		Y	Y	
27.3	Health, safety and environmental surveillance by the supplier's personnel		Y	Y	
27.4	Work location inspection and audit		Y	Y	
27.5	Timescales for rectifying non-compliances		Y	Y	
28	Radio transmitters and transceivers		Y	Y	
29	Mobile phones		Y	Y	
30	Knives		Y	Y	
31	Site health, safety and environment committee		Y	Y	
32	Site housekeeping and security		Y	Y	
33	Accidental damage, obstruction or interference with assets		Y	Y	
34	Delivery of materials		Y	Y	
35	**Conveyance of loads**		**Y**		
35.1	Conveyance of loads on lifts and escalators		Y	Y	
35.2	Conveyance of hazardous materials and substances		Y	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**
36	Asbestos (non asbestos removal projects)		Y	Y	If identified (i.e. deposited on LU land) CCS highllight and report to Tfl for removal by others
37	Working in or near lifts and escalators		N	N	
38	Work on or adjacent to utilities and High Voltage cables (buried services)		Y	Y	Information on asset locations required from Tfl, under CDM Regs
39	Working on or about the track		Y	Y	
40	Access to electrical sub-stations, working equipment, relay and other secure rooms		N	N	
41	Entering areas with gaseous fire suppression systems		N	N	
42	**Fire prevention**		**Y**		
42.1	General requirements		Y	Y	
42.2	Temporary fire points		Y	Y	CCS provide fire points as part of site set up
42.3	Timber		Y	Y	
42.4	Composites		Y	Y	
42.5	Sheeting materials		Y	Y	
42.6	**Gas cylinders**		**N**		
42.6.1	Use of gas cylinders in below ground locations		N	N	
42.6.2	Storage of gas cylinders (above ground)		N	N	
42.7	**Flammable and highly flammable materials**		**N**		
42.7.1	Use of flammable and highly flammable materials below ground		N	N	
42.7.2	Storage of flammable and highly flammable materials below ground		N	N	
43	**Hot work and fire hazards**		**N**		
43.1	Hot work		N	N	
43.2	Reasonable notice of works		N	N	
43.3	**Precautions**		**N**		
43.3.1	Buildings and assets		N	N	

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**
43.3.2	Gas cylinders		N	N	
43.3.3	Gas detection		N	N	
44	**Storage**		**Y**		
44.1	General requirements for storage		Y	Y	
44.2	Trackside storage		Y	Y	
44.3	Hazardous materials and substances		Y	Y	
44.4	Allocation of space on operational property		Y	Y	
45	Plant and equipment		Y	Y	
46	Clearance approvals		Y	Y	
47	Access equipment		Y	Y	
48	Temporary works		Y	Y	
49	Temporary fences and hoardings		Y	Y	
50	**Temporary lighting and power supplies**		**Y**		
50.1	General requirements		Y	Y	
50.2	Lighting in tunnels and shafts		Y	Y	
51	Screening of lights and positioning		Y	Y	
52	**Environmental requirements**		**Y**		
52.1	General environmental requirements		Y	Y	
52.2	Environmental nuisance		Y	Y	
52.3	Water		Y	Y	
52.4	Waste management		Y	Y	
52.5	Noise and vibration		Y	Y	
52.6	Archaeology, historical interest and listed buildings		Y	Y	Information on assets/ locations/ conditions required from Tfl, under CDM Regs
52.7	Wildlife and Habitats		Y	Y	
52.8	Resource Use		Y	Y	
52.9	Pest control		Y	Y	
52.10	Land and water pollution prevention		Y	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**
53	**Quality requirements**		**Y**		
53.1	Records		Y	Y	
53.2	Retention period		Y	Y	
53.3	Availability of records for inspection		Y	Y	
53.4	Statistical process control, audit and inspection procedures		Y	Y	Any SPC, audit/insp is in line with CCS proj doc's and procedures
53.5	General quality requirements		Y	Y	
53.6	Quality Plan		Y	Y	
53.7	Testing and inspection		N	N	
53.8	Certification of conformity		N	N	
53.9	Quarantine		Y	Y	
53.10	Traceability		N	N	
53.11	Maintenance and servicing		Y	Y	The fencing works will be undertaken in accordance with the contract/ relevant specifictions, as instructed by Tfl
53.12	Design		N	N	
53.13	Computer aided design		N	N	
53.14	Asset commissioning and handover		N	N	

Other requirements / comments

Notes:
There was a QUENSH Menu included within the tender documents within the Specification. There are varations between the menu issued 20th May 2019 and the menu in the specification/contract (Page 197 to 208). These are noted below:

Tender/contract version 17.1 Access – "Client will arrange access" ***(Note: this is in line with section 17 of the Contract [clause 17.1] - The Company (Client) to arrange access for the supplier).*** **Commentary was deleted from this version of the menu.**
TQ 7 Response [Msg id 85.1.1] – access and fault reporting applies but it it will be arranged/managed by LU

Tender/contract version 18 Applying for general access – "Client will arrange access" ***(Note: this is in line with section 17 of the Contract [clause 17.1] - The Company (Client) to arrange access for the supplier).*** **Commentary was deleted from this version of the menu.**
TQ 7 Response [Msg id 85.1.1] – access and fault reporting applies but it it will be arranged/managed by LU

Tender/contract version 18.1Contraints that apply to Generic Access – Designated "N" – changed to "Y" in this version of the menu

Tender/contract version 19 Access for fault repair – Fault No's to be supplied by Client
TQ 7 Response [Msg id 85.1.1] – access and fault reporting applies but it it will be arranged/managed by LU

Tender/contract version 22.1 Publication of works – Arranged by Client ***(linked to 17.1/18 – re access).*** **Commentary was deleted from this version of the menu.**
TQ 7 Response [Msg id 85.1.1] – access and fault reporting applies but it it will be arranged/managed by LU

Tender/contract version 42.1 to 42.5 Fire Prevention – All designated "N" – changed to "Y" in this version of the menu
Tender/contract version 44.3 Hazardous materials and substances – Designated "N" – changed to "Y" in this version of the menu
Tender/contract version 44.4 Allocation of space on operational property – Designated "N" – changed to "Y" in this version of the menu
Tender/contract version 46 Clearance approvals – Designated "N" – changed to "Y" in this version of the menu
Tender/contract version 50.1 Temp. lighting & power supplies – General requirements – Designated "N" – changed to "Y" in this version of the menu
Tender/contract version 50.2 Temp. lighting & power supplies – Lighting in tunnels and shafts – Designated "N" – changed to "Y" in this version of the menu
Tender/contract version 51 Temp. lighting & power supplies – Screening of lights and positioning – Designated "N" – changed to "Y" in this version of the menu
Tender/contract version 52.3 Environmental Req's – Water – Designated "N" – changed to "Y" in this version of the menu
Tender/contract version 52.6 Environmental Req's – Archaeology, historical interest and listed buildings – Designated "N" – changed to "Y" in this version of the menu
Tender/contract version 53.1 Quality Req's – Records – Designated "N" – changed to "Y" in this version of the menu
Tender/contract version 53.3 Quality Req's – Retention period – Designated "N" – changed to "Y" in this version of the menu
Tender/contract version 53.3 Quality Req's – Availability of records for inspection – Designated "N" – changed to "Y" in this version of the menu
Tender/contract version 53.4 Quality Req's – Statistical process control, audit and inspection procedures – Designated "N" – changed to "Y" in this version of the menu
Tender/contract version 53.5 Quality Req's – General quality requirements – Designated "N" – changed to "Y" in this version of the menu
Tender/contract version 53.5 Quality Req's – Quality Plan – Designated "N" – changed to "Y" in this version of the menu
Tender/contract version 53.9 Quality Req's – Quarantine – Designated "N" – changed to "Y" in this version of the menu

Tender/contract version 53.11 Quality Req's – Maintenance & servicing – Designated "N" – changed to "Y" in this version of the menu

Client/Supplier approval

Client Menu (Invitation to Tender)

Prepared by: Paul Cooper Signature: [redacted]

Approved by (the Client's representative): Signature:

Title: HSE Senior Manager LU Asset Operations

Address: Floor 5 G4/G5, Palestra, 197 Blackfriars Road, London, SE1 8NJ

Phone No: [redacted]

Email: [redacted]@tfl.gov.uk

Revision of this menu: 01

Supplier Menu (Tender)

Approved by (the Supplier's): [redacted] Signature: [redacted]

Title: HSQE Manager

Address: Heather Park House, North Circular Road, London NW10 7NN

Phone No: [redacted]

Email: [redacted]@Cleshar.co.uk

Revision of this menu: 01

Contract Menu (Final Approval of Menu)

Evidence shall be recorded of any amendments to the Client's menu which were agreed in establishing the Contract Menu.

Client's representative approval: Signature:

Supplier's representative acceptance: Signature:

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 this 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 management plan invoked by this Contract (including those set out in paragraph 6.1 of Part B (Quality) of this Schedule 5 (Health, Safety, Quality and Environmental Requirements);

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:

(A) ensuring that a quality management system is implemented and maintained;

(B) reporting to senior management on the performance of the quality management system, including any areas for improvement;

(C) ensuring awareness of customer requirements throughout the Supplier; and

(D) 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 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 policy or plan which may be included in this 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 this Contract and the Supplier shall maintain and periodically revise the quality management plan as required (and in accordance with Schedule 13 (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's Representative for approval by the Company;

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 undertaking 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 works the format shall be "Certified that the works 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 this 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 delivered to the Worksites 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 the Company 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 Standard S1538 (A12 (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

PART C: ENVIRONMENTAL REQUIREMENTS

Definitions

For the purposes of Part C of this Schedule 5 (Health, Safety, Quality and Environmental Requirements), the following expressions shall have the following meanings:

"Environmental Management System" or "EMS" has the meaning given to it in paragraph 1.2 of Part C (Environmental Requirements) of this Schedule 5 (Health, Safety, Quality and Environmental Requirements).

"Environmental Management Plan" or "EMP" has the meaning given to it in paragraph 1.3 of Part C (Environmental Requirements) of this Schedule 5 (Health, Safety, Quality and Environmental Requirements).

"HSE Policy" means the policy set out in Appendix 1 of this Schedule 5 (Health, Safety, Quality and Environmental Requirements).

"Pollution Response Plan" or "PRP" has the meaning given to it in paragraph 8.5 of Part C (Environmental Requirements) of this Schedule 5 (Health, Safety, Quality and Environmental Requirements).

"Site Noise and Vibration Evaluation and Control" means the process set out in Appendix 6 of this Schedule 5 (Health, Safety, Quality and Environmental Requirements).

"TfL Corporate Environment Framework" means the policy set out in Appendix 4 of this Schedule 5 (Health, Safety, Quality and Environmental Requirements).

"Resources and Waste Management Plan" or "RWMP" has the meaning given to it in paragraph 7.2.2 of Part C (Environmental Requirements) of this Schedule 5 (Health, Safety, Quality and Environmental Requirements) and as set out in Appendix 7 of this Schedule 5 (Health, Safety, Quality and Environmental Requirements).

1. **Section 1**

1.1. **Introduction**

1.1.1. The London Mayor's Transport Strategy and the Mayor's London Environment Strategy set out a number of detailed strategic aims on air quality, water, waste, climate change and energy.

1.1.2. The Company expects the Supplier to play a supporting role in helping TfL to achieve its current and future environmental objectives and targets to ensure the delivery of all current and future Mayoral policies and strategies relevant to TfL.

1.1.3. More specifically, the Company has set the following targets within the TfL Corporate Environment Framework (set out in Appendix 2 of this Schedule 5 (Health, Safety, Quality and Environmental Requirements)), to help achieve the Mayoral goals:

(A) the Company will contribute towards achieving the Mayor's target of a 60 per cent reduction in CO_2 emissions by 2025 (against a 2013 baseline) by aiming for a 40 per cent cut in TfL CO_2 emissions;

(B) the Company will further reduce the amount of carbon emitted per passenger journey by cutting emissions of CO_2 per passenger kilometre by 40 per cent by 2025 (against a 2013 baseline);

(C) the Company will seek to support the Mayor's air quality targets for London by delivering a 50 per cent reduction in NOx emissions from the bus fleet by 2020, against a 2013 baseline;

(D) the Company will reduce particulate matter ("PM") emissions from the bus fleet by 25 per cent by 2020, against a 2013 baseline; and

(E) 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.

1.1.4. 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.

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:

(A) 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;

(B) 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;

(C) 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

(D) 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 4 of this Schedule 5 (Health, Safety, Quality and 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") 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 13 (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:

(A) ensure environmental aspects are considered and incorporated in to its activities;

(B) use partnership working on environmental matters (for example, regulators, environmental bodies, industry groups, client and supply chains);

(C) 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;

(D) 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 4 of this Schedule 5 (Health, Safety, Quality and Environmental Requirements)) in relation to:

(1) **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_2 emissions in line with the Company's environmental objectives and targets;

(2) **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 and fuel powered machines, plant and equipment emissions requirements;

(3) **reduction of noise, nuisance and vibration**: setting and achieving a target/reduction in noise in line with the Company's environmental objectives and targets;

(4) **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

(5) maintaining and, where possible, enhancing the quality of the built and natural environment;

(E) demonstrate that the Supplier is meeting the requirements of the Company's Sustainable Timber (as that term is defined in Schedule 15 (Responsible Procurement)) policy for temporary and permanent works; and

(F) 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:

(A) any updates to previous EMPs;

(B) a summary of the environmental statistics for the previous year, including inter alia, environmental reviews;

(C) a summary of findings and trends from audits, inspections and evaluations of compliance with legal and with other requirements;

(D) a summary of any changing circumstances, including developments in legal and other requirements; and

(E) 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 5 of this Schedule 5 (Health, Safety, Quality and 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 9 (Performance Measurement) for Supplier audits but shall be suitable and sufficient to ensure all risks are mitigated.

1.6. **General Requirements**

1.6.1. 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. Not used.

3. **Section 3**

3.1. Not used

4. **Section 4**

4.1. **Reducing Carbon Emissions and Water Usage**

4.1.1. The Supplier shall implement working methods, design systems, install and maintain assets that reduce energy and water consumption and continually improve energy and water efficiency.

4.1.2. This will include but not be limited to:

(A) Avoiding unnecessary day and night time lighting;

(B) Installing energy efficient lighting, e.g. LED and controls;

(C) Purchasing and hiring of energy efficient (including fuel efficient) equipment where it is cost-effective, where possible chosen from the Energy Technology List;

(D) Purchasing and hiring of water efficient equipment where it is cost-effective, chosen from the Water Technology List

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:

(A) CO_2, air quality and noise impacts are minimised; and

(B) 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_2 limits and European emission standards (Euro Standards) at the Commencement Date:

(A) Cars - maximum certified CO2 emissions of 99 g/km and a minimum of Euro 6 emission standards by 2018 and 75 g/km by 2020

(B) Vans equal to or less than 1205 kg kerb weight – maximum certified CO2 emissions of 115 g/km CO2 and a minimum of Euro 6 emission standards

(C) Vans between 1205 and 1660 kg kerb weight – maximum certified CO2 emissions of 155 g/km CO2 and a minimum of Euro 6 emission standards

(D) Vans greater than 1660 kg kerb weight – maximum certified CO2 emissions of 189 g/km CO2 and a minimum of Euro 6 emission standards

(E) Heavy duty vehicles greater than 3500 kg kerb weight – Euro 6 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 the most stringent European or British regulated emissions standards (currently Euro 6/VI). Replacement vehicles must also meet the CO_2 limits set out above; in addition, TfL reserves the right to reduce CO_2 caps for cars and vans and introduce CO_2 caps for heavy duty vehicles during the Term.

5.1.4. The Supplier will be monitored, through self-certification and inspections at TfL sites and supplier premises, to ensure compliance with these terms. TfL reserves the right to refuse access to its estate to a vehicle which does not meet these criteria.

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

5.2.1. In line with Mayoral transport and environmental strategies and the Company's commitments to reduce pollutant and carbon dioxide emissions, the Supplier is required to use zero or ultra-low tailpipe emission vehicles such as electric, plug-in hybrid or biomethane vehicles in their fleet where feasible. Zero and ultra-low tailpipe emission cars and light duty commercial vehicles are widely available; if the Supplier is not able to deploy such vehicles they will be required to justify their decision to the Company.

5.2.2. Any necessary recharging/refuelling infrastructure required for low emission vehicles to be supplied by the Supplier on the Company's premises 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 will 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.

5.2.4. The Supplier shall;

(A) Ensure vehicles used in connection with the Services are regularly serviced in line with the Manufacturers recommendations

(B) Ensure all faults or problems on such vehicles are repaired/addressed as soon as practicable; and

(C) Monitor and record all vehicle fuel and mileage in connection with the performance of the Services

5.2.5. The Supplier shall report the following information on a quarterly basis. The Company reserves the right to include additional monitoring requirements throughout the Contract period if required.

(A) Vehicle make and model

(B) Individual vehicle official tailpipe CO2 emissions (if available)

(C) Individual vehicle official Euro emissions standard

(D) Vehicle servicing frequency

(E) Vehicle fuel type and consumption (litres used)

(F) Vehicle mileage; and

(G) Percentage of the fleet on daily hire [and hence excluded from the above]

5.2.6. The Supplier shall ensure that all driving staff undertake a fuel efficient and safe driver training course within three months of their starting to perform 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 hour. Details of DVSA-approved training courses including LoCITY Driving and Safe Urban Driving are available on the Fleet Operator Recognition Scheme (FORS) website.

5.2.7. 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:

(A) Ensuring that the engines of all vehicles and equipment used in connection with the Services are not left running unnecessarily;

(B) Using low emission vehicles and equipment fitted with catalysts, diesel particulate filters or similar devices;

(C) Using ultra low sulphur fuels in plant and vehicles;

(D) 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;

(E) 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;

(F) Using routes and operating equipment away from potential receptors such as houses, schools and hospitals;

(G) Avoiding the use of diesel or petrol powered generators and instead using mains electricity or battery powered equipment;

(H) Maximising energy efficiency (this may include using alternative modes of transport, maximising vehicle utilisation by ensuring full loading and efficient routing); and

(I) Providing all operating data complying with the schedules, deadlines and timelines as required to the Company as part of quarterly reporting

5.3.2. All of the Supplier's non-road mobile machinery (NRMM) must meet or exceed the following requirements:

(A) NRMM used on any site within Greater London are required to meet Stage IIIB of EU Directive 97/68/EC (as amended) emission standards as a minimum

(B) From 1 September 2020: NRMM used on any site within Greater London must meet Stage IV of EU Directive 97/68/EC (as amended) emission standards as a minimum.

5.3.3. 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 PM_{10} and NO_x emission standards is not feasible. In this situation, every effort must be made to use the least polluting equipment available (next best available EU stage) including retrofitting technologies to reduce particulate emissions.

5.3.4. Where applicable, the Supplier must comply with the Greater London Authority's (GLA) NRMM Exemption policy for any NRMM, which cannot meet the emissions requirements, which can be found at nrmm.london. 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.

5.3.5. The Supplier shall also:

(A) Maintain an inventory of all on-site NRMM using the GLA's nrmm.london database.

(B) 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 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 4 (Contract Variation Procedure and Additional Services) of the Contract.

5.4.3. Guidance may be found in the "The control of dust and emissions during construction and demolition - Supplementary Planning Guidance (SPG) Greater London Authority (2014)".

6. Section 6: Noise and Vibration

6.1. General

6.1.1. The Supplier shall:

(A) 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;

(B) 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;

(C) 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; and

(D) 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 Worksites during any night works.

6.2. **Not used**

6.3. **Not used**

6.4. **Not used**

7. **Section 7: Waste and Resources Management**

7.1. **Not used**

7.2. **Waste Other**

7.2.1. The Company requires the Supplier to promote recycling, minimise its waste and play a supporting role in helping Company achieve its environmental targets.

7.2.2. The Supplier shall develop, implement and maintain a Waste Management Plan(s), (which can form part of the Environmental Management Plan), to be submitted and approved by the Company's representative within thirty (30) days of the Commencement Date. The waste management plan must:

(A) cover the waste produced in the performance of the Services; and

(B) support the Company's objective to use materials more efficiently, to reduce waste to landfill and achieve the following target:

(C) to follow the waste hierarchy and reuse, recover and recycle:

- 99 per cent of non-hazardous waste, with interim targets by 2031, in line with The London Plan; and
- 30 per cent for specifically for energy from recovery,

(the "Resources and Waste Management Plan").

7.2.3. The Supplier's Waste Management Plan shall document how, until the Expiry Date, the Supplier will:

(A) implement the waste hierarchy;

(B) 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.

(C) where reasonably practicable, set waste reuse, recovery and recycling targets that meet or exceed the Company's targets, and if this is not reasonably practicable, agree alternative targets with the Company and specify such targets in the Waste Management Plan;

(D) ensure key staff are trained in waste minimisation and management techniques;

(E) increase recycled content of materials used in construction and any other materials purchased; and

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

7.2.4. As a carrier of waste, the Supplier shall be registered as a waste carrier (and hold the correct licence) with the Environment Agency and shall provide evidence of registration and licence:

(A) within the Waste Management Plan; and

(B) to the Company on renewal of its registration.

7.2.5. The Supplier shall update the Waste Management Plan (in line with the Environmental Management Plan), and at more regular intervals where the Waste Management Plan requires amendment due to changes in Applicable Law and/or the Company's approach to waste management. All updates and amendments to the Waste Management Plan must be submitted to the Company for approval.

7.2.6. The Supplier shall maintain all records which it is required to maintain under Applicable Laws throughout the Term and make available these records for

review by the Company within three (3) Working Days of a request for the same. Such records shall include:

(A) consignment notes (to accompany hazardous waste to disposal. These are completed by the producer/handler of waste and includes a description of materials involved and disposal location);

(B) despatch notes (these are completed by the returnee of non-waste items in accordance with the relevant procurement contract);

(C) waste transfer noted (to accompany general waste to disposal. These are completed by the producer/handler of waste and includes a description of materials involved and disposal location).

7.2.7. The Supplier is responsible for the management and removal of all waste arising as soon as practicably possible in accordance with Good Industry Practice.

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:

(A) 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;

(B) set up a call-off contract with a suitable supplier who can be called in an emergency if the spillage is too large for the spill kit on site. Or make arrangements with another part of London Underground; and

(C) seek written assurance from the supplier that the third party delivery operatives are trained, competent and familiar with making deliveries to the Worksites 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:

(A) 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.

(B) the Supplier shall ensure all bulk storage tanks are used, serviced and maintained in accordance with the manufacturer's instructions.

8.6.3. The Supplier shall manage the testing, licensing, maintenance and other regulatory regimes related to the tanks on the Worksites as required by the Company from time to time.

8.7. **Site set-up**

8.7.1. Where reasonably practicable and appropriate the Supplier shall ensure that:

(A) Worksites are secured and screened using existing features where appropriate;

(B) storage sites, any plant and machinery equipment and temporary staff facilities located to limit environmental impacts, as far as reasonably

practicable, having due regard to neighbouring accommodation, as far as allowed by the constraints of each of the Worksites;

(C) security cameras (if required) sited and directed so that they do not intrude into occupied residential properties;

(D) site plant and facilities powered from mains electrical sources wherever practicable;

(E) the Supplier shall display a contact name, telephone number and address, and the helpline number at appropriate locations on the boundaries of the Worksites;

(F) the extent and height of hoarding or fencing at a particular location will be selected to maintain effective security and achieve appropriate noise attenuation and visual screening;

(G) all vehicle access and egress points with gates positioned such that no gate will be permitted to open out onto the highway. As far as reasonably practicable, gates will be located to allow vehicles to drive clear of any public highway. Where provided for noise control, gates will be of a similar material and construction to the boundary in which they are situated and will be closed except when being used for access; and

(H) disturbance of environmental features such as vegetation and watercourses will be minimised.

8.8. **Not used**

8.9. **Not Used**

8.10. **Contaminated land**

8.10.1. The Supplier shall comply with all relevant statutory requirements and Good Industry Practice in relation to contaminated land.

8.10.2. The Supplier shall notify the Company if any contaminated land or water has been discovered.

9. Section 9: Natural Environment

9.1. Skills and Competencies

9.1.1. The Supplier shall ensure that its personnel shall be fully trained to meet the requirements of this contract. Such training, including any subsequent refresher training shall be at the Supplier's expense.

9.1.2. Competencies required to legally use herbicides and manage control of NNIS:

(A) PA1 - Operatives spraying and applying granules etc.

(B) PA6 – Operatives using manual treatment equipment. Specific equipment requires training and maintaining records from the product supplier.

(C) Surveyor identifying and recording invasive species must be suitably trained and experienced, e.g. hold relevant qualifications (as above and HNC/HND in appropriate study available or BASIS trained advisor) and 5 experience

NB if motorised (quad bike, powered track trolleys, trains or other methods of treatment are proposed by the Supplier then it is incumbent on the Supplier to provide operatives qualified to undertake those operations at their expense.

9.2. Pest Control

9.2.1. Until the Expiry Date, commencing, within one month of the Commencement Date, the Supplier shall demonstrate how the principles of Integrated Pest Management, as defined by the British Pest Control Association or the Royal Society of Public Health, will be implemented.

9.3. Insect Control

9.3.1. The Supplier will be responsible for the control of insect infestations, including Non-Native Invasive Species.

9.4. Biodiversity Management

9.4.1. When providing the Services, the Supplier shall:

(A) take into account and comply with all relevant:

(1) Applicable Laws;

(2) Applicable Mayoral policies, strategies and plans;

(3) Company and London Borough biodiversity plans; and

(4) Good Industry Practice, including but not limited to, CIRIA Working with Wildlife (C691);

(B) preference the use of plant species appropriate to the location and maintenance requirements of the Worksite, that as a minimum, meet the requirements listed in paragraph 9.4.1.(A)(1) above;

(C) in order to ensure bio-security, guarantee the use of UK-grown trees, shrubs or other bedding plants or, if imported, have undergone a quarantine period appropriate to the species prior to being purchased;

(D) when selecting control methods ensure they prevent harmful effects, e.g. mortality, to any other species other than those intended for treatment.

(E) note that protected species have been recorded and care shall be taken not to contravene the Countryside and Wildlife Act 1981 during the performance of the Services;

(F) not cut back vegetation likely to be supporting nesting birds between March to August inclusive. Cutting back of woody vegetation will only be permitted where the Supplier has demonstrated to the Company's satisfaction that nesting birds will not be affected by the proposed work.

10. Section 10: Reducing the environmental impact of materials

10.1. VOCs and chemicals with adverse environmental impacts

10.1.1. The Supplier shall develop a plan within the first year of the Commencement Date to identify all products used in the performance of the Services and then risk assess and propose the phased replacement of high VOC products or similar e.g. paints, aerosols, degreasers, adhesives, sealants etc. herbicides, drain cleaners, pesticides, biocides and other similar products with a "lower" environmental impact. The intention of the plan is to remove over time all high

impact or high risk products over the first three years of the period of the Contract.

10.1.2. It is recognised by the Company that some products maybe be of high risk but high efficacy or no realistic alternative exists at this time e.g. petrol and can remain.

11. Section 11: Water

11.1. The Supplier shall undertake the Services in a manner which protects the water environment – including any change to water quality, flow volume or levels.

11.2. To achieve this, the Supplier shall, as a minimum:

11.2.1. identify any water sensitive receptors (such as ponds, watercourses, drains or groundwater) which may potentially be affected by the Services, and assess the risk to them;

11.2.2. identify any mitigation measures which shall be employed to minimise the risk to these water sensitive receptors – including any necessary pollution prevention measures; and

11.2.3. obtain and comply with any necessary abstraction, discharge and other water environment consents**.**

11.3. The Supplier shall not make temporary or permanent connections to any mains, drains, pipes, watercourses or utility services without the necessary consent.

SCHEDULE 5 - APPENDIX 1: HEALTH SAFETY AND ENVIRONMENT POLICIES

TfL Health, Safety and Environment Policy

December 2016

My commitment

Our customers, users, employees and suppliers have an expectation that when using or delivering our services or assets they will remain harm free. Our vision is "Everyone home safe and healthy every day". My Directors and I are committed to meeting our vision and these expectations.

We want to ensure that:

- every journey is a safe journey for our customers and users
- the security of our customers and employees is assured
- our employees, agency staff and contractors go home safe and healthy every day
- we maintain our assets and deliver projects safely
- we fulfil our commitments to prevent pollution and nuisance; protect biodiversity; improve air quality; and reduce waste and carbon emissions
- we are inclusive and accessible to all customers and users, including those with disabilities.

How we go about this

We have put in place health, safety and environment rules and procedures, including emergency procedures that are regularly updated. These are for you to use. If you do not know where to find them ask your line manager or your Health, Safety and Environment (HSE) manager.

We assess risks and introduce HSE measures to ensure risks remain as low as reasonably practicable. We tell you the risks and the measures we have taken to control risks. We will comply with legislation. There is regular review of safety, health and environment statistics to identify positive and adverse trends and their root causes, so necessary action can be taken. We also assure ourselves that our suppliers maintain a good health, safety and environment record.

Each year we develop detailed HSE improvement plans to enhance what we do. These plans are regularly reviewed by the Directors in your part of the business.

When working for TfL or one of its companies you will receive the necessary training and equipment to ensure that you can undertake your job safely, ensure the safety of customers and protection of the environment.

As an employee, your physical and mental health and wellbeing is also important and we provide occupational health services to help you stay healthy and in work and provide suitable welfare facilities at your work place.

We want to maintain a fair culture and employees or their representatives are consulted on health and safety matters as they arise, in a meaningful way through scheduled health and safety meetings or more regularly where needed.

What we can all do

We all need to look out for each other and speak up if anything is unsafe or damaging to health or the environment.

We all have a duty to follow our HSE rules and procedures. Do not take shortcuts. If you think rules or procedures are unhelpful let your manager know. Where necessary rules and procedures can be changed.

We can learn from the past, so always report accidents, incidents and near misses/close calls.

Demonstrate the TfL behaviours in everything we do.

In this way we can work together so that our vision for a safe and healthy environment is achieved.

Mike Brown MVO
Commissioner

[redacted]

Leon Daniels
Managing Director
Surface Transport

[redacted]

Mark Wild
Managing Director
London Underground
and TfL Rail

[redacted]

EVERY JOURNEY MATTERS

SCHEDULE 5 - APPENDIX 2: HEALTH AND SAFETY MANAGEMENT PLAN

Heather Park House
North Circular Road
Stonebridge
London NW10 7NN

Health and Safety Plan

Track Vegetation and Fencing Renewal	
Client:	**TfL**
H&SP No:	**CCS/HSP/ T19011 Rev 00**

CONTRACTORS DOCUMENT APPROVAL REVIEW RECORD				
00	**14/05/19**	**GS**	**GF**	**Tender Draft**
REV	**DATE**	**NAME**	**APPROVAL**	**Description of Modification**

Reviewed and Accepted by:

On Behalf of the Client
Name: Date:

CLIENTS & CONTRACTORS DOCUMENT APPROVAL RECORD					
No.	Holder	**Issue 00**	**Revision 01**	**Revision 02**	**Revision 03**
01	Client				
02	Cleshar Manager				
03	Cleshar HSQE				
05	Cleshar Site				

Index

1 Description of Contract
- a. Contract Description and Programme
- b. Parties
- c. Existing Records
- d. Permits Required

2 Management of the Works
- a. Management Structure and Responsibilities
- b. H&S Goals & Monitoring arrangements
- c. Arrangements
  - i. Regular liaison on site
  - ii. Consultation
  - iii. Design info exchange
  - iv. Handling design changes
  - v. Selection and control of contractors
  - vi. Exchange of H&S information between contractors
  - vii. Site security
  - viii. Site induction
  - ix. On site training
  - x. Welfare facilities and First Aid
  - xi. Reporting and investigation of incidents, including near misses
  - xii. Production and approval of risk assessments and safe systems of work
- d. Site rules
- e. Fire and emergency procedures

3. Arrangements for controlling significant site risks
- a. Regulation 12(2) risks including:

i)	Burial under earth fall or engulfment in swampland	N/A
ii)	Fall from height	
iii)	Chemical or biological substances	
iv)	Ionizing radiation	N/A
v)	working near High Voltage Power lines	
vi)	work on or near water with risk of drowning	N/A
vii)	work involving wells, underground earthworks and tunnels	N/A
viii)	work involving diving having an air supply system	N/A
ix)	Work involving caissons with compressed air	N/A
x)	Work involving explosives	N/A
xi)	Work involving assembly of or dismantling heavy prefabricated components	N/A

- b. Other H&S risks including:

i)	Delivery and removal of materials and equipment	
ii)	Dealing with services	
iii)	Accommodating adjacent land use	
iv)	Control of Lifting Operations	N/A
v)	Maintenance of Plant and Equipment	
vi)	Traffic Routes and separation of vehicles and pedestrians	
vii)	Storage of materials and work equipment	
viii)	Removal of Asbestos	
ix)	Dealing with Contaminated Land	N/A
x)	Manual Handling	
xi)	Noise and Vibration	
xii)	Exposure to UV radiation (from the sun)	
xiii)	Other significant risks	

- c. Environmental risks including:

i)	Water	
ii)	Air	
iii)	Noise and Vibration	
iv)	Archaeology	N/A
v)	Pests and weeds	
vi)	Waste	

4 Health and Safety File
- a. Layout and format
- b. Arrangements for collection of information
- c. Storage

Introduction

This Health and Safety Plan outlines our approach to how Cleshar Contract Services Limited (Cleshar) will deliver this contract within the requirements of the Construction (Design & Management) Regulations 2015, where it applies to the Track vegetation and fencing renewal works.

From the Regulations:
Regulation 12

(1) During the pre-construction phase, and before setting up a construction site, the Principal Contractor must draw up a Construction Phase Plan or make arrangements for a Construction Phase Plan to be drawn up.

(2) The Construction Phase Plan must set out the health and safety arrangements and site rules taking account, where necessary, of the industrial activities taking place on the construction site and, where applicable, must include specific measures concerning work which falls within one or more of the categories set out in Schedule 3.

(4) Throughout the project the Principal Contractor must ensure that the Construction Phase Plan is appropriately reviewed, updated and revised from time to time so that it continues to be sufficient to ensure that construction work is carried out, so far as is reasonably practicable, without risks to health or safety.

This document describes the scopes of the works packages, the company organisations established to manage health and safety. In addition, the document provides health and safety and environmental guidance requirements for all parties undertaking construction work on the programme.

This Health and Safety Plan is to be read in conjunction with Cleshar main contract documents:

Quality Plan	- CCS/QP/T19011	latest revision
Environmental Plan	- CCS/EP/T19011	latest revision

This Health and Safety Plan will be complemented by the issue of Specific Method Statements detailing activities covered by individual programme items or groups of programme items. These may be raised by Cleshar or their subcontractors and will be submitted to the client for acceptance prior to any works commencing.

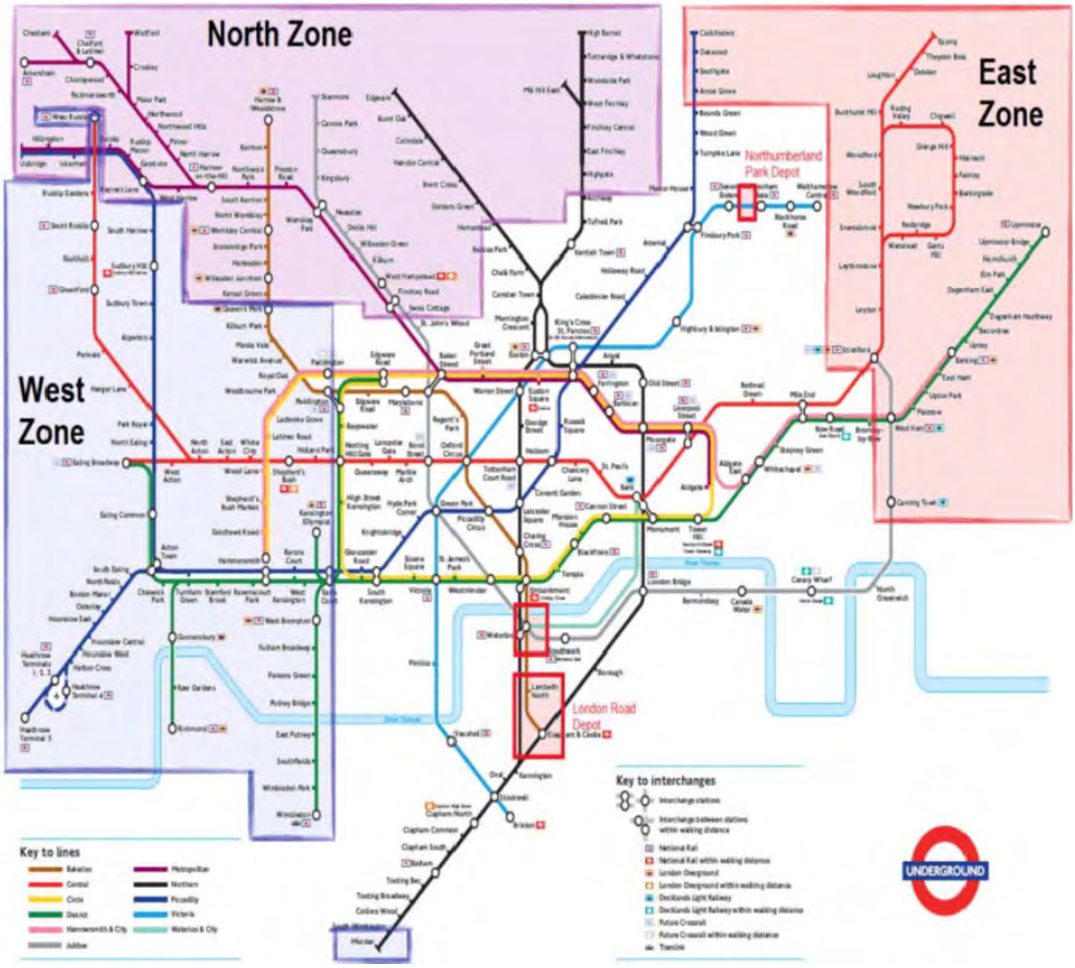
1 Description of Contract

1a Contract Description and Programme

The general scope of the works comprises:

This Contract is to provide and manage competent and equipped labour gangs for vegetation management and fence renewals. Worksites will be located in three zones (West Zone, North Zone and East Zone). .

The contract includes delivering a Fault Rectification Service for all three zones.



Programmes

The planned start date for the contract is August 2019 till September 2022.

The programming of the works will be controlled by TfL and gangs allocated to their instruction. Some works are on a call off basis and require attendance within specified timescales.
There is also an element of standby works during adverse weather.

Unless approved by the client representative, when working on or adjacent to the railway, personnel shall:

- Work not more than 6 shifts within any 7 consecutive days.
- Work not more than 72 hours within 7 consecutive days.
- In any one shift, work not more than 12 hours.
- Have a minimum of 11 hours break between shifts.

1b Parties

CDM Duty Holders

Duty Holder	Company	Contact
Client	TfL	Joel Baker
Principal Designer	TfL	TBA
Designer	N/A	
Principal Contractor	Cleshar	Michael McCarthy

Main Contacts

Company	Position	Responsible Person	Contact no.
TfL	**Project Manager**	Joel Baker	TBA
TfL	**H&S Advisor**	Richard Brooks	TBA
Cleshar	**Contracts Manager**	[redacted]	[redacted]
Cleshar	**H&S Advisor**	[redacted]	[redacted]
Cleshar	**Senior Vegetation Manager**	[redacted]	[redacted]
Cleshar	**Senior Vegetation Manager**	[redacted]	[redacted]
Cleshar	**Senior Vegetation Manager**	TBA	TBA
Cleshar	**Senior Fencing Manager**	TBA	TBA
Cleshar	**Tree Inspector/Ecology Specialist**	[redacted]	[redacted]

See Quality Plan for Organisation Chart.

Proposed Subcontractors

Package	Subcontractor	Contact	Contact no.
Fencing	JK Rail	[redacted]	[redacted]

The responsibility of safety on the contract as far as reasonably practicable rests with the management and staff of Cleshar Contract Services Limited.

Subcontractors have a responsibility for the safety of their own operatives and operations and the effects these have on others. Under CDM all contractors and subcontractors on a site have a responsibility to co-ordinate and co-operate on safety issues.

Other Stakeholders:

Company	Issues	Contact
LFEPA	TBA	TBA
Water Company	TBA	TBA
Local Authorities	TBA	Various
Local Residents	Preventing disturbance	N/A
GSM/DSM	TBA	Various
Station Staff	Passing through their stations to access	Various
General Public	Preventing disturbance	N/A
Second Revenue Companies	TBA	Various
Other track and station maintenance teams	Passing through or working adjacent to their worksites	N/A
Other Principal Contractors in the area	Passing through or working adjacent to their worksites	N/A

1c Existing Records

Reference Document	Document Description	Location
Health & Safety Pre Construction Information		None provided at Tender
Asbestos Surveys / Reports		None provided at Tender

1d Permits required

Permits and Licences required for task:

Permit or Licence required	Required	Item	Displayed
Storage Licence	✓	At all times when storing items	With storage
Notification to HSE F10	LUL	If the contract is Notifiable	Included in the site file
Hot Works Permit	✓	When abrading/welding/ burning	In Site Files
Permit to Dig	✓	Prior to Excavating	In Site Files

2 Management of the Works

2a Management Structure and Responsibilities

Generally
Details of the management structure and responsibilities are provided in the Quality Plan.

Principal Contractor's General Responsibilities
Principal Contractor has the following roles and responsibilities under the CDM Regulations:

(1) The principal contractor must plan, manage and monitor the construction phase (*contract period*) and coordinate matters relating to health and safety during the construction phase (*contract period*) to ensure that, so far as is reasonably practicable, construction work is carried out without risks to health or safety;
(2) In fulfilling the duties in paragraph (1), and in particular when—
  (a) design, technical and organisational aspects are being decided in order to plan the various items or stages of work which are to take place simultaneously or in succession; and
  (b) estimating the period of time required to complete the work or work stages; the principal contractor must take into account the general principles of prevention.
(3) The principal contractor must—
  (a) organise cooperation between contractors (including successive contractors on the same construction site):
  (b) coordinate implementation by the contractors of applicable legal requirements for health and safety; and
  (c) ensure that employers and, if necessary for the protection of workers, self-employed persons—
    (i) apply the general principles of prevention in a consistent manner,
    (ii) where required, follow the construction phase plan.
(4) The principal contractor must ensure that—
    (a) a suitable site induction is provided;
  (b) the necessary steps are taken to prevent access by unauthorised persons to the construction site; and
  (c) welfare facilities that comply with the requirements of Schedule 2 are provided throughout the construction phase (*contract period*).
(5) The principal contractor must liaise with the principal designer for the duration of the principal designer's appointment and share with the principal designer information relevant to the planning, management and monitoring of the pre-construction phase and the coordination of health and safety matters during the pre-construction phase.

Other Health and Safety and Environmental legislation also place requirements on Cleshar as a contractor.

2b H&S Goals & Monitoring arrangements

HS&E goals for this contract are as follows:
- An Accident Frequency Rate (AFR) below the national average for the UK Rail industry
- Zero RIDDOR reportable incidents
- Zero Lost Time Injuries (LTI's) – Contract KPI1
- Zero enforcement actions (improvement/prohibition notices or prosecutions) from the HSE, ORR or similar
- PGIs carried out by both the Contract Team and the HSQE Team as set out in Cleshar PGI programme
- Engagement with Cleshar Near Miss Programme (See It : Sort It : Report It)

2c Arrangements

i. Regular liaison on site

Vegetation/Fencing Managers will be out visiting the gangs daily and will monitor their work and discuss any issues that need to be addressed.

PWT/SPC's will visit the office at least every two weeks.

Cleshar will deliver Tool Box Talks to raise awareness of health and safety issues on site and operatives, including any subcontractors, must attend and sign the requisite form for these talks. Cleshar also expect any subcontractor to carry out their own Tool Box Talks covering health and safety issues relating to the specialist nature of the works being undertaken by the subcontractor.

Any subcontractor has a legal duty under the Health and Safety at Work Act 1974 and the Construction (Design and Management) Regulations 2015 to co-operate with Cleshar and other contractors and regulatory officials with regard to health and safety.

Daily communication will be between Cleshar management and subcontractors supervision and operatives. This will also include liaison with other contractors and activities that may affect the work within this contract, to ensure that safety is not compromised.

ii. Consultation

Safety concerns can be raised at any time with member of HSQE department.

All operatives have the right to refuse to work on grounds of Health and Safety.

All information will be communicated to the workforce via Toolbox talks on a regular basis or if any significant site conditions change. Toolbox talks will be recorded and all operatives will date and sign a toolbox log sheet to ensure the information has been passed on. Tool Box Talks have a section to allow questions to be raised and recorded.

iii. Design info exchange

Fencing work will be as set out in the contract specification.

iv. Handling design changes

If works require decisions whether to deviate from the specification a formal request for written instructions will be submitted to London Underground for clarification on the design solution required.

v. Selection and control of contractors

Most of the contract will be delivered using in-house resources. JK Rail will be supporting the contract for the fencing element. Other subcontractors for the works will be procured following Cleshar Procedure 301 from companies on our Approved Suppliers List. A Pre start meeting will be held along with regular progress meetings, as part of the subcontract management process.

vi. Exchange of H&S info between contractors

Daily communication will be between Cleshar management and subcontractors' supervision and operatives. PWTs and Non-Track SPCs will liaise with other contractors on activities that may affect the work within this contract, to ensure that safety is not compromised.

In addition, Cleshar will give Tool Box Talks to raise awareness of health and safety issues on site and operatives must attend and sign the requisite form for these talks, including any subcontractors on site. Cleshar also expect any subcontractor to carry out their own Tool Box Talks covering health and safety issues relating to the specialist nature of the works being undertaken by the subcontractor.

Feedback on health and safety matters from site will initially be from the Vegetation/Fencing Managers. Regular site visits will be carried out by the Vegetation/Fencing Managers, and/or H&S Advisor, when the details of the work will be discussed with operatives.

Tool Box Talks/Site Briefings include a section for any comments and concerns of operatives to be recorded and communicated to the HSQE department.

All gangs are issued with a Site File on a tablet. This contains information appropriate to the contract.

The Site File contains:

The Quality Plan
The Environmental Plan

This Health & Safety Plan.
The Method Statement(s) supported by Task Methodology Sheets.
The Emergency Plan.
Copies of the relevant forms etc required to be used on the contract.
Any appropriate Client specific requirements of the contract.

Site based operatives are notified of their roles and responsibilities and the controls placed upon them via site Induction Talks, Toolbox Talks, Safety Alerts, Audits and site meetings. These are all formally recorded and records maintained at Head Office.

vii. Site security

Access to site will be:

- Access to the site will be through station/depot entrances or access gates
- The security of the railway perimeter will not be compromised by the works

Access to the works will be restricted to persons required to carry out the works and to comply with client requirements.

Access points will not be left open and unattended at any time. The access shall be secured at the end of each working shift. All site personnel shall sign in and out each time they enter or leave.

Access and egress routes are to be kept clear at all times.

viii. Site induction

A site induction will be given to all operatives working on this contract during the mobilisation phase and before subsequent operatives start on site. The site induction will explain the site rules, method statement briefings, emergency procedures, first aid arrangements and any site specific hazards. A copy of the induction is appended to this Health and Safety Plan. Records of all attendees will be retained.

ix. On site training

Training required: All personnel will carry details of their individual training.

Operation/Personnel	Training Required
All operatives	**LU-ICI/Contract Induction /Tool Box Talks/ Manual Handling/Competency**
Person in Charge in charge of site safety	Site Person in Charge -Non Track location (SPC-NT)) Protecting Workers on the Track – see below
Protecting Workers on the Track - Traffic Hours (when trains are moving and current is on)	Protecting Workers on the Track Traffic Hours (PWT-TH)
Protecting Workers on the track - Engineering Hours	Protecting Workers on the Track Engineering Hours (PWT-EH)
Protecting Workers on the Track Depots	Protecting Workers on the Track Depots (PWT-Depot)
First Aider	Emergency First Aid
Operatives working on or near track in traffic hours	Basic Track Awareness
Operatives working in Depots Working in depot area A	Basic Track Awareness Specific Depot familiarisation induction and area A training
Working on the Depots	Passport to depot (Familiarisation) training in Depots
Arboricultural Works	Certificate from a recognised training establishment to prove competency and qualification
Mobile Tower erection	PASMA or equivalent
Sharps removal	Sharps Awareness & Removal

Spraying herbicides	Safe use of pesticides levels NPTC PA1, PA2 & PA6
Moving Track Trolley	Track Trolley Controller (Formally known as Trolley Operator)
CAT Scan / Ferroscan Operator	Radio detection course or similar RD8000 & HILTI PS 200 ferroscan
Using strimmers/ hedge cutters/chippers/chain saws	Certificate from a recognised training establishment to prove competency and qualification
Working adjacent to Network Rail track	PTS
Network Rail supervision	COSS

All personnel to be given Tool Box Talks, as and when required, records will be maintained by the Cleshar HSQE department and copies will be available at the Site File.

Training required: (all training will be co-ordinated by the Cleshar Contract Manager and carried out by an approved training provider). Copies of all relevant certification is maintained at Cleshar Head Office. In addition all personnel will carry details of their individual training.

The frequency of the training will be as set out by the training organisation, i.e.

Track Safety Courses	2 Years
Skills	5 years or as defined by the accrediting body
First Aid	Annually or 3 years

x. Welfare facilities and first aid

Welfare facilities for this contract will be

Toilet Facilities	Cleshar Offices and Depots/ London Underground Station and Depot Facilities (by agreement)
Washing Facilities	Cleshar Offices and Depots/ London Underground Station and Depot Facilities (by agreement)
Drinking Water	Cleshar Offices and Depots/ London Underground Station and Depot Facilities (by agreement)
Changing Area, if required	Cleshar Depots
Facilities for rest	Cleshar Depots

There will be a first aid kit and a qualified First Aiders assigned to each gang. The First Aider(s) on site will have completed an Emergency First Aid course to enable them to carry out this role. First Aid kit, including eye wash, will be provided and available on site at all times.

xi. Reporting and investigation of incidents, including near misses

All incidents will be reported immediately to the Cleshar Supervisor. Where required the procedures within the Emergency Plan will be followed. This includes injuries, accidents not resulting in injuries but causing damage and environmental incidents.

Any incident or accident will be reported to the TfL Incident Line and Cleshar HUB ASAP. All incidents will be investigated and a report, detailing root causes and recommendations, will be submitted to the client by the Cleshar HSQE Department.

Client incident reporting procedure
All incidents are to be reported to the client by calling their Incident Report Line: [redacted]

Cleshar HSQE department maintains H&S information including data analysis, reviews and any relevant statistical information.

If the incident is serious all staff involved will remain on site until dismissed by an authorised person. The Cleshar HSQE department or night office are to be contacted immediately to arrange drugs and alcohol testing for all those involved.

Any injury resulting in death, at the time or within one year, or a specified major injury or condition of incapacity as stipulated by the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) will be reported to the appropriate enforcing authority (i.e. the ORR or Health and Safety Executive). RIDDOR reports will be submitted by Cleshar HSQE department unless reports are submitted by the Client or subcontractors, as the employer of the injured party.

Incidents can be notified to CIRAS by any operative who is not satisfied that it has been properly addressed (Freephone 0800 0850449).

Unsafe Acts or Conditions, where under slightly different circumstances a serious incident would have occurred, will be reported by the team as part of Cleshar's Near Miss Process.

xii. Production and approval of risk assessments and safe systems of work

Method Statements are prepared by the Contracts Manager or subcontractor, in conjunction with a member of HSQE department, to define the methodology for the work and control measures required from the attached risk assessments and COSHH assessments, which are prepared by the HSQE department. Cleshar procedures 402 to 404 and P101 define the process for raising and approving Method Statements, Risk Assessments and COSHH Assessments. The Method Statement is approved internally by the HSQE department before being submitted to the Client for acceptance. All Method Statements, include risk assessments which identify hazards and risks associated to the task, and define control measures.

It is anticipated that each gang type will have a Generic Method Statement tailored for their works, these will be supplemented with On-Site Risk Assessments for each location they visit. Generic Method Statements:

- Fencing Gang
- Tree Gang
- Vegetation and Understory Gangs
- Utility Gang
- Depot Gang

In addition to this Specific Method Statements will be prepared for any higher risk tasks identified as requiring more individual planning for safety.

2d Site rules

The Contract Manager, assisted by Vegetation and Fencing Managers and SPC/PWTs, shall ensure all workers comply with the site rules, communication of the site rules shall be completed at the site induction.

Signing in – All operatives to sign in prior to access to the site

Contract Documentation - A Site File/Tablet shall be on site with all teams. This shall include this Health and Safety Plan, Method Statement (including COSHH data, Task Methodology Sheets etc.), Emergency Plan and sample forms likely to be used for those work operations. All operatives will be briefed on, and follow, the appropriate safe system of work as described.

Competencies/Certification - All operatives shall be in possession and display on request, copies of their training certificates/qualifications. Operatives shall not be permitted to work if not in possession of a valid training certificate/qualification.

PPE – PPE shall be worn as described below or in specific method statements.

PPE	Req.	Grade	When	Additional information
Safety Boots	✓	EN 20345	at all times	Steel toe capped boots with mid sole protection and ankle support
Chain saw boots	✓	EN 381-9 EN 381-3	When using chainsaw	Protective boots with good grip and protective guarding at front vamp and instep
High Visibility Jackets (with Cleshar Logo)	✓	EN 471	at all times	Except when climbing trees when Hi - Vi T-shirts are acceptable
Safety Glasses	✓	EN 166 F	at all times	
Safety Goggles	✓	EN 166 F	As per Risk assessment	
Hard Hat	✓	EN 397	at all times	For tree climbing operations HSE strongly recommends a mountaineering style helmet complying with BS EN 12492).
Gloves (mechanical Protection)	✓	EN 388	As per Risk assessment	Handling, carrying materials.
Gloves (Chainsaw Protection)	✓	EN 381-7	As per risk assessment	Suitable gloves for the task and subject to the operator's risk assessment. Consider the need for protection from cuts from the chainsaw, thorny materials and cold/wet conditions. Where chainsaw protection is required this will be to BS EN381-7
Gloves (Chemical Protection)	✓	EN 374	As per COSHH assessment	
Dust Masks	✓	EN149 FFP 3	During dusty operations	Face Fit Tested
Other respiratory protection	✓	As per COSHH	As per COSHH	
Ear defenders	✓	EN 352	When using power tools	Refer task risk assessment
Disposable Overalls/Coveralls	✓	EN 340	Strimming/Spraying/ Removing waste	When using herbicides/pesticides - openings at neck and wrists must be a snug fit. The sleeves must also be long enough to cover the rubber gloves
Eye/Face protection (mesh)	✓	EN 1731 mesh visors	When using mechanical vegetation cutting tools (i.e. strimmers)	
Note: Product data sheets, COSHH assessments may contain additional details regarding PPE and precautions to be taken, over and above the PPE as itemised. Ensure the data is studied and the necessary action and precautions are taken.				

No smoking or Vaping is allowed on the clients premises. Leave all cigarettes, lighters, tobacco, papers and the like in vehicles or off site.

D&A – No one on site to have drugs or alcohol in their system. Anyone suspected will be tested and anyone involved in a serious incident could be tested.

For Cause Testing:

When any Manager or Supervisor (including Client authorised staff) have reason to suspect that any individual is not fit to carry out their duties or is impaired from carrying out their duties because of the use of and/or abuse of drugs or alcohol, the Manager or Supervisor will not permit the individual to start or continue work.

The individual will be escorted to a suitable waiting area together with their Manager or Supervisor and arrangements shall be made for the individual to be continually accompanied before and during the testing process.

Any individual involved must co-operate fully with those carrying out the testing and therefore follow any instructions and procedures related to the testing processes. This also includes any subsequent investigation.

The specialist drugs-screening company should carry out the collection, analysis and issue of the results. If arranged by Cleshar, the testing will be via the "On-Call" process.

The individual will be suspended from work until a written result is received.

Post Incident Testing:

This applies to all personnel. Following a dangerous incident all personnel involved in the incident shall be subjected to post incident alcohol and drugs testing, regardless of whether they were involved in safety critical activities.

This testing shall be undertaken as soon as possible after the incident. A dangerous incident is defined as 'an incident causing or having the potential to cause death or major injury or substantial damage to property'.

The Client must be advised of the incident by the Contract Manager and the requirement for testing but it is the responsibility of the main contractor to arrange at their expense for the operative(s) concerned to be tested. They must also advise the Client of the outcome of the tests.

Random/Unannounced Screening:

This applies to all personnel. Cleshar HSQE carry out random /unannounced screens by selecting a gang and arriving on site with the test equipment. A proportion of the gang will be selected at random to be tested and asked to provide saliva swabs and breath samples.

These are analysed on site and the results given in about 5 minutes. If a positive reading is indicated the screening is repeated and should a positive reading be given again a 'For Cause' test is arranged as above. If a negative reading is indicated during the screening, the operative will be permitted to return to work.

2e Fire and emergency procedures

A portable fire point will be set up adjacent to the work area. The first aid kit will normally be kept with the fire point. The capacity of the firefighting equipment may change if the risk assessment stipulates.

Fire prevention:
The following activities will be carried on site:

- A re-fuelling point will be allocated, with drip tray and funnel. This will be at least 5 metres away from any hot works.
- All plant and equipment will be fuelled at the depot before works start.
- Ensuring the fire point is easily accessible before any hot works commence.
- All hot works activities are to be included on the On-Site Risk Assessment and pre-works briefing.

The standard fire point will consist of:

- 2x AFFF (9ltr)
- 1x CO_2 (5kg)
- 1x Fire Blanket

No smoking or vaping is allowed on London Underground Limited premises.

If an AFFF extinguisher is used, efforts must be made to stop it running into drains.

In the event of an emergency follow the procedure in the Emergency Plan, which will be in the Site File/Tablet.

In the event of an evacuation, go to the Assembly Point:

- As advised by Station Supervisor/Depot Manager to the PWT/SPC on booking on.
- Where accessing through an Access Gate PWT/SPC to define wen carrying out On Site Risk Assessment.

Hospital:

As per guide in Emergency Plan (see Maps appended to Emergency Plan).

3 Arrangements for controlling significant site risks

3a Regulation 12 (2) risks including:

i. Excavations and poor ground conditions

Most fence posts that need to be excavated will be in the same location as existing posts and therefore low risk. Any buried services drawing available to be checked. Service providers need to be contacted for missing data.

Safe digging practice compliant with 'HDS47 Avoiding Danger from Underground Services' will be followed. Survey work areas using a cable avoidance tool RD8000 by a trained and competent operative. Detected services to be identified and avoided. Any services found to be recorded and information provided to the client of location and type of services found.

ii. Preventing Falls

Wherever practical working at height will be avoided. Where it is required the following order of preference will apply:

- Working from permanent structure
- Working from scaffolding (unlikely on this contract)
- Working with a Mobile Elevated Work Platform (rare opportunities)
- Working from Mobile Tower (rare opportunities)
- Working from podium steps
- Working from step ladder or ladder

Fall prevention (handrail or restraint straps) will be preferred to fall mitigation (fall arrest, netting). Common protection measures (handrail) will be preferred to individual measures (restraint straps and fall arrest harnesses) where appropriate.

Working at height will consist of the following on this contract:

- Tree climbing
- Working close to parapets/wing walls
- Works to tops of fences

Tree climbing will only take place after a Tree Assessment. One aspect will be to consider if there is a safer method of accessing the tree. In some locations it might be possible to use a MEWP to reduce the risk. If not, competent tree climbers with appropriate harnesses will undertake the works.

When working close to parapets/wing walls, wherever possible, operatives will keep away from any drop and work facing the edge. Where working close to the edge, or it is at the bottom of a steep slope, the risk will be assessed and a method of work adopted which will minimize the risk of a fall, e.g. permanent or temporary handrails, harnesses and lanyards preventing access to the edge.

Short duration access to fence tops will require the use of step ladders. The correct use of step ladders and ladders is addressed in the method statements.

Some vegetation or fence locations will be accessible via existing structures, as long as there is sufficient edge protection. Scaffolding or access for a MEWP will not be appropriate for the majority of instances. Mobile Towers, podium steps and ladders will be the most frequently used, dependent on the circumstances. The correct use of the access equipment is addressed in the method statements.

Mobile towers:
Any tower used must be erected in accordance with the manufacturers requirements, by competent PASMA trained operatives.

Ladders
All portable aluminium ladders, steps, trestles and lightweight stagings shall comply with BS 2037 (1994):

- Class 1 – industrial (130kg rating)
- Class 2 – light trades (110kg rating) **SHOULD NOT BE USED**
- Class 3 – domestic (95kg rating) **SHOULD NOT BE USED**

All inspected equipment must be suitably labelled. Failed equipment will be labelled “Do Not Use” and removed from site or placed in a bonded area for the purpose of holding defective equipment (i.e. a “quarantine area”).

The following factors must be considered when using and checking ladders on site:

- ensure light tools are carried in a shoulder bag or attached to a belt to leave hands free for climbing.
- check stiles are not damaged warped or buckled.
- check no rungs are missing.
- check that no makeshift ladders are being used.
- do not carry out makeshift repairs to ladders.
- do not use painted ladders - this hides faults.
- ensure ladders are securely tied to working platforms and extends at least 1.0m. above the platform unless another suitable handhold is available.
- ensure ladders (both feet) are resting on firm and level surfaces.
- ensure ladders are angled outwards to avoid slipping.
  Rule of thumb - “one out for every four up”
- where a ladder cannot be fixed ensure a second person foots the ladder whilst in use
- if a ladder is used as regular access to work it must be secured and not footed.

Edge protection barriers must be strong and rigid enough to prevent people falling and to withstand likely loads placed upon them. These would normally include:

- guard rail at least 950mm from any edge.
- a toe board at least 150mm high.
- a sufficient number of intermediate guardrails or suitable alternatives positioned so that the unprotected gap does not exceed 470mm.

If a barrier is solid the intermediate rail is not required.

Work with or near Fragile Material

When accessing station/depot roofs to remove high level vegetation, care must be taken to avoid fragile roofs, roof lights etc. No access is permitted if there is no safe access method available. Signs restricting access, permits to work on specific roofs or mansafe systems, in accordance with a specific Cleshar Method Statement, will be utilised to ensure fragile roof surfaces are not encountered.

iii. Hazardous substances and health monitoring

Hazardous Substances are detailed in COSHH Assessments

COSHH assessments also prepared for Leptospirosis and nuisance dust.

The Cleshar COSHH assessments are raised by a specialist organisation from their database, based upon safety data supplied by Cleshar. This may be a specific COSHH assessment for a product, i.e. a specific type of paint or may be a generic assessment for items such as dust. Subcontractor COSHH Assessments may be in other formats but will still be required to be specific to the use of the product, and detailing the PPE required.

iv. Ionizing radiation

Not anticipated to be encountered during the works.

v. High Voltage Power Lines and Underground Services

High Voltage Cables will be found:

- Hidden services in post hole excavation:
  - Mostly existing locations
  - CAT scan area prior to excavation and at 300mm intervals
  - Safe digging practice to be followed see 3a.i. above and 3b.ii. below.
- Cable Runs adjacent to the track and fenceline:
  - Cable Runs will not be disturbed during the works.
  - No power tools(chainsaws/strimmers) to be used close to the cables (150mm)
  - No climbing on cables
- OLE on Network Rail Interfaces:

  - When accessing high level vegetation close to Network Rail tracks with OLE No equipment is to pass within 2.75m (9ft) of the OLE.
  - No work above OLE where materials or equipment could fall within the 2.75m
  - Follow specific method statements/WPP
- Suspended service cables near high level vegetation:
  - Check for overhead cables when erecting access equipment to high level vegetation.
  - Ensure cables are not disturbed.

vi. Work on or near water with risk of drowning

If any vegetation or fencing work is required adjacent to water (rivers/canals etc.) this will be identified in the On Site Risk Assessment and measures to prevent falling in and rescue arrangements will be recorded.

vii. Wells, underground earthworks and tunnels

Not anticipated to be encountered during the works

viii. Work involving diving having an air supply system

Not anticipated to be encountered during the works

ix. Work involving caissons with compressed air

Not anticipated to be encountered during the works

x. Work involving explosives

Not anticipated to be encountered during the works

xi. Work involving assembly or dismantling heavy prefabricated components

Not anticipated to be encountered during the works

3b Safety risks including:

i. Delivery and removal of materials and equipment.

Delivery of general materials to site will be via station entrances and the trackside access gates. Generally materials will be easily carried by the operatives. Track Trollies, if used, will be carried by 4 operatives.

Certain vegetation waste will be reused on site as Habitation Piles as per the specification. Other waste being removed from site will be in bags via the same entrance as used for access. Waste will be Mixed Construction (17 09 04), Wood (20 02 38) or Other Non-biodegradable waste (20 02 03) and the carrier will recycle it at their transfer station. Hazardous Substances are not to be placed in a separate container and will be disposed of separately.

Materials for tasks will be detailed in specific method statements. All materials will have COSHH assessments provided. A COSHH Assessment folder will be set up on the tablet with all records of substances used.

Waste, rubbish and debris will be sorted into skips for disposal by our licensed waste transfer company for sorting and recycling at their premises.

A copy of the company waste license is available upon request.

ii. Dealing with services

Below ground services may be encountered when excavating for fence posts. Safe digging practice will be carried out, including CAT scanning by appropriately trained operatives.

iii. Accommodating adjacent land use

All considerations and provisions for the protection of client assets and adjacent property will be put in place. On Site Risk Assessments will be made when removing vegetation which will include an assessment of whether LU assets or neighbouring property could be damaged by the works and detail what protection measures will be employed.

On occasions access to 3rd party property will be required to work on vegetation or fences belonging to TfL. Permission will be sought in advance. An On Site Risk Assessment will be prepared, noting all relevant hazards and documenting control measures to be followed. As much effort will be made to cooperate with the 3rd party.

On occasions work will be required on a 3rd party tree that is overhanging London properties. Permission will be sought from the tree owner prior to removal.

Should any damage be caused the TFL Incident Line will be contacted immediately.

iv. Control of Lifting Operations

Not anticipated to be encountered during the works.

v. Maintenance of Plant and Equipment

A list of the types of tools and equipment to be used on each section of the works will be included within specific method statement raised for that element of the works.

Electrical equipment must be regularly checked and maintained, a visual inspection of equipment can detect damage and many faults. Failed equipment will be labelled “Do not Use” and removed from site or placed in a bonded area for the purpose of holding defective equipment (i.e. a “quarantine area”).

Before using a tool check that:

- No bare wires are visible.
- The cable covering is not damaged and is free from cuts and abrasions (apart from light scuffing).
- The plug/connector is in good condition.
- The casing is not cracked.
- There are no taped or non standard joints in the cable.
- The outer covering of the cable is gripped where it enters the plug/connector or equipment.
- The coloured insulation of the internal wires must not be visible.
- The outer case of the equipment is not damaged or loose and all screws are in place.
- There are no overheating or burn marks on the plug, cable or the equipment.

Not all faults can be detected by visual inspection. Therefore, a planned maintenance programme is required for equipment used. Where contractors bring equipment to site details of portable appliance test or maintenance certificates will be requested and a record kept.

vi. Traffic Routes and separation of vehicles and pedestrians

On occasions vehicle access to public areas (fence lines within public parks, car parks etc.) will be required. The On Site Risk Assessment will indicate the measures to be taken to maintain separation between vehicles and pedestrians. Permission to access through public parks will be sought from the Local Authority prior to work commencing and any speed limits adhered to.

vii. Storage of materials and work equipment

It is not anticipated that storage will be required on track or stations.

However a storage licence, listing all categories of items to be stored, will be applied for prior to works requiring storage and the licence displayed on the storage area. The PWT will ensure that no other materials are stored and all conditions are complied with.

Any fuels solvents or other liquids stored shall be kept in enclosures or trays which contain any spills or drips. The enclosures must be at least 110% capacity of the containers.

Material and equipment must be positioned so that it cannot fall, slip, roll or be blown onto the track, railway equipment, public highway, platforms or walkways.

The necessary PPE will be worn in accordance with COSHH assessments and product safety data provided, when storing, handling, mixing and using products.

viii. Removal of Asbestos.

It is not anticipated that the works will lead to disturbing asbestos or other unknown materials other than when fly-tipping occurs. If fly-tipped materials are discovered the issue will brought to the attention of the client for instruction on how to proceed. Should this be an issue all affected works must stop immediately, other parties informed, the area cordoned off and evacuated. The Client and Cleshar HSQE must be informed immediately for further instructions.

If you think you may have found or disturbed some asbestos take the following action to be taken:

- Do not disturb the asbestos.
- Stop work immediately.
- Clear the immediate area of all personnel and plant and cordon off the area
- Inform other parties.
- Evacuate the area and inform Cleshar and the Client immediately.
- Site Manager is to call Client Incident Reporting Line.

ix. Dealing with Contaminated Land

Not anticipated to be encountered in significant proportions during the works.

x. Manual Handling

An assessment has been made of all lifts (below 25kg) and any specific heavier lifts. These are recorded on a Manual Handling Assessment appended to the method statements. The Task, Load, Environment and Person are be considered. The more asterisks in the column, the greater the risk and control measures set. Wherever possible manual handling will be replaced with mechanical handling.

Where heavier lifts are being considered, team lifts may be used where trained operatives will work collectively. Wherever possible, individual loads will be restricted to 25kg per man but as the numbers of lifters increases operatives must bear in mind that their efficiency reduces e.g. operatives who could easily lift 25kg will be at a similar risk if lifting 40kg in pairs, 60kg in threes or 70kg in fours.

xi. Noise and Vibration

Noise

Potentially Noisy Operation	Means of Control
Using power tools. Chainsaw, hedge trimmer etc.	All works will be carried out using well-maintained equipment. Supervisor to assess noise levels and introduce local controls. Task specific Method Statements will provide exposure values and limits, and any specific PPE required. Specific Tool Box Talks will also be given to operatives.
STIHL BLOWER	The equipment will be tagged & tested & well maintained. The SPC will ensure that operatives take regular breaks throughout and carry out unrelated tasks to minimise the risk of vibration white finger. All operatives using vibrating equipment will be briefed on the hazards and the control measures to be implemented, i.e. Gang rotation and wearing specific PPE e.g. gloves. It is not envisaged that operatives will exceed Exposure Limit values during these works.

If the supervisor is concerned regarding the noise levels of an activity or item of plant they must refer to the HSQE department, who will plan the necessary course of action, in conjunction with the Cleshar team and London Underground, as required.

The detailed preventive measures for common activities and commonly used equipment is as noted below:

- maintain plant in good working order.
- compressors/equipment - fitted with properly lined, sealed acoustic covers.
- compressors/equipment - acoustic covers are closed when the machine is in use.
- pneumatic percussive tools, i.e. heavy breakers are fitted with mufflers (as recommended by the manufacturer).
- plant not in use is switched off or throttled down to a minimum.
- plant is housed in acoustic enclosures, where practicable.
- where practicable, breaking concrete will be by equipment that bends or bursts the concrete rather than by percussion. If not possible the equipment used must be approved by the client – refer to Plant/Equipment section of the method statement for details.
- where practicable, when excavating hard material, rotary drills or bursters driven by hydraulic or electrical power will be used - refer to Plant/Equipment section of the method statement for details.
- where practicable rotate the workforce to limit exposure to higher levels of noise.
- As a guide if someone has to shout or have difficulty hearing at a distance of 2m ear-defenders will probably be required.

The Specific Method Statement will include details of:

- key personnel involved with the management of the works.
- agreement of noise levels for the site(s) - if applicable.
- any noise monitoring required, including location and timing.
- Note : Individuals undertaking monitoring must be trained.
- Identification of the plant/equipment to be used, including the location.
- Identification of the reduction measures to be employed and any changes to these as works proceed.
- programme & hours of working, including sound power levels, timing, duration and location.

Vibration

The time that an operative is exposed to a vibrating tool should be limited, depending upon the magnitude of the vibration emitted by the tool.

Potential High Vibration	Time to reach Exposure Action Level (Hours. Minutes)	Means of Control
Chainsaw STIHL 260 STIHL 361 Strimmer (dependent on model) STIHL Blower	**1h 10m*** **1h 16m*** **4h 54m*** **2 h 42 m*** * durations are 'trigger time' - time spent with the trigger pressed	The equipment will be tagged, tested and well maintained. Rotate operatives between tasks that do not include vibrating equipment before they reach the Exposure Action Level times.
Gang Generic Method Statements will provide exposure values and limits for all relevant equipment.		

The period of usage is prolonged by:

- Hand protection (due to the warmth they provide)
- Operation with frequent breaks – gang rotation

The period of usage is shortened by:

- Any personal tendency to suffer from poor circulation (symptoms include: frequently cold fingers, itching, tingling)
- Low outside temperatures
- Gripping force (a tight grip hinders circulation)
- Smoking

Rest periods are to be set at the discretion of the PWT/SPC, taking into account the required sequence of work, but it is recommended that no more than 1/3 of the action Exposure Action Level is worked without a break of at least 10minutes. Breaks can be achieved by alternating operatives using equipment. If the Action Level is not going to be exceeded no breaks are required to comply.

In no circumstances should an operative be allowed to use the tools for more than 3 times the Action Level even with control measures in place.

xii. Exposure to UV radiation (from the sun)

Most vegetation and fencing renewals will take place during daylight hours and in the summer there is a risk from UV Radiation. The following advice is given to gangs:

- Protect your skin by wearing long sleeves, and stay in shade during breaks. Use a high factor sunscreen and reapply frequently throughout the shift and in line with the manufacturer's instructions.
- Remove unnecessary layers of clothing but keep your arms and legs protected and always keep your PPE on.
- Drink plenty of water before starting, especially if work is physical or during particularly hot days.
- Rotate intensive labour activity with less labour intensive activities or take regular breaks especially when working daytime in the summer.
- Look out for signs and symptoms of sunburn or sunstroke in others during the shift.

xiii. Other significant risks

Dust from debris– Measures will be taken to minimise dust generation. COSHH assessments will be prepared for all substances, PPE will be worn as per the COSHH Assessment, or whenever significant dust is generated.

Debris – Debris/fly tipping generally is to be removed with site clearance. It is to be dust reduced by damping down. The presence of any needles etc. to be checked for and reported. Operatives are to be reminded to wear gloves and not put hands where they cannot see them.

Leptospirosis – There will be no eating or drinking on site and good housekeeping to deter rats. All operatives are issued with Leptospirosis card and briefed on preventative measures including covering cuts, cover cuts.

3c Environmental risks including:

i. Water

The protection measures are detailed below and will be expanded upon in Method Statements as appropriate.

Activity/Area	Control Measures and protection
Processes creating Effluent/Waste water	• the filling of the generator or any other diesel driven equipment will be undertaken away from drains and watercourses. • the mixing of concrete and the like will be undertaken away from drains and watercourses. • if works are undertaken in the vicinity of drainage outlets and the like (as highlighted below) a mixing box or bunds must be put in place to contain the product. Any measures must have the capacity to contain the volume produced.
Stormwater run off	See above Ensure that debris does not enter drainage outlets or channels.
Local surface water protection	See above Ensure that debris does not enter drainage outlets or channels.
Soakaways Control pollution	See above Ensure that debris does not enter drainage outlets or channels.
	A Spill kit to be held on site-available in an emergency

Note : *Drums and other containers, containing diesel and the like, must be kept within a bund or other watertight containment area.*

Accidental discharge will be notified to the Client Project Manager immediately and an IRF raised. The incident will be investigated following Cleshar Incident Management procedure.

ii. Air

Operations generating dust or fumes that could have an effect beyond the site boundary

Operation	Means of Control
Generator	• Generators not to be located where their fumes could enter neighbours buildings or cause nuisance in nearby public areas. • Power down or off when not in use. • Acoustic barriers erected, if required.

iii. Noise and Vibration

Operations that could have an effect beyond the site boundary

Operation	Means of Control
Generally	• All works will be carried out using well-maintained equipment. • The Supervisors to assess noise levels and introduce local controls. • Noisy works are to take place during the daytime wherever practical. • The task specific Method Statements will provide exposure values and limits. Specific Tool Box Talks will also be given to operatives. • No night work is expected

If the supervisor is concerned about the noise levels of an activity or item of plant they must refer to the HSQE department, who will plan the necessary course of action, in conjunction with the Cleshar team and LU, as required.

The detailed preventive measures for common activities and commonly used equipment is as noted below:

- As noted in 3bxi) above.
- Comply with any requirements of any Section 61 Consent.

- where practicable plant will be located away from occupied buildings.
- where practicable and applicable site gates will be operated to minimise the duration they are open for the passage of vehicles to assist in minimising stray noise emissions from site.

iv. Archaeology

Not anticipated to be encountered during the works. If works are required to a listed building, any specific requirements will be recorded in the On Site Risk Assessment.

v. Pests and Weeds

Japanese Knotweed and Giant Hogweed may be encountered as part of the works. Management of these species in line with the specification is described in separate Task Methodology Sheets.

Oak Processionary Moth caterpillars are known to be present at certain times of the year. Care needs to be taken when working in the vicinity and the method of removal in line with the specification is described in separate Task Methodology Sheets.

Should there be rats present then all operatives will be informed of the risks of Leptospirosis and the control measures required. This will be part of the Contract Induction to be given to all operatives and will be reinforced through Tool Box Talks. Welfare facilities to be used for operatives to wash before eating.

vi. Waste

The arrangements for waste are detailed in separate Environmental Management Plan and Environmental Aspects Register.

4 Health and Safety File

4a Layout and format

To be agreed with the Principal Designer (TfL).

4b Arrangements for collection of information

The scope and extent of any H&S File is to be agreed between Cleshar and TfL.
Information for the H&S File will be collected as works proceed and submitted to the Principal Designer for inclusion within the file.

4c Storage

To be agreed with the Principal Designer (TfL).

5.0 Appendices

Appendix A – Site Rules
Appendix B – Induction Talk

Appendix A –Site Rules

Site Rules

- It is everyone's duty to take reasonable care for the health and safety of themselves and others. Do nothing that can cause injury to yourself or others (including the general public).
- You must not misuse anything provided in the interests of health and safety.
- You must sign in prior to access to the site
- You must be briefed on, and follow, the appropriate safe system of work
- You must be in possession and display on request, copies of your training certificates/ qualifications.
- The following PPE must be worn at all times:
    - Safety Boots
    - Hi Vi clothing
    - Hard Hat
    - Gloves
    - Safety Glasses
    - Ear Protection and further Eye Protection, as advised in Method Statement, Task Methodology Sheets and COSHH Assessments.
- All portable power tools and temporary lighting shall be 110v.
- All injuries, however trivial, must be reported to Cleshar supervision/management and recorded in an IRF.
- Take care of your welfare facilities.
- Keep the site tidy and do not leave rubbish or equipment where people can trip or slip over it.
- Inform your Supervisor if you see anything unsafe or any unsafe practice.
- Do not indulge in horseplay.
- Do not attempt to lift any load that is too heavy for you. Get help.
- No smoking or vaping is allowed on the client's premises. Leave all cigarettes, lighters, tobacco, papers and the like in vehicles or off site.
- No one on site to have drugs or alcohol in their system. Anyone suspected will be tested and anyone involved in a serious incident could be tested. Failure will result in removal from site and possible disciplinary action.
- Deal with members of the public in a polite & courteous manner.
- Keep noise to a minimum.
- Avoid shouting & swearing – these will not be tolerated.
- Park vehicles in proper parking areas only so that public rights of way and residential & business properties are not blocked in any way.
- Switch off vehicle engines when vehicles are parked.
- Keep the volume of the radios in vehicles down to a minimum.
- Bag up & remove all litter, scrap & other debris from the site for proper disposal at the end of a shift.
- Any vegetation left on site must be in accordance with Cleshar arrangements agreed with TfL.

Appendix B - Induction Talk

1.0 Who's Who with Safety Responsibility

Cleshar

- Contracts Manager - Gary Ferrand
- Senior Vegetation Manager (North) - Marty Mulligan
- Senior Vegetation Manager (West) - Mark Smith
- Senior Vegetation Manager(East) - TBA
- Fencing Manager - TBA
- H&S Advisor - Michael Chambers
- Compliance /Protection Manager - Nick Jomas

2.0 Access & Egress

- All staff to sign in and out.
- Minimum entry requirement: *Hi-Vi, Hard Hat, Safety Boots, Gloves and Glasses*.
- Must have done this Induction and signed the Induction Talk Record on first visit.
- Must comply with the Cleshar and London Underground Drugs and Alcohol Policy:
  - No Alcohol in 8 hours before work
  - 7 units (3.5 pints) max in 24 hours before start
  - No alcohol brought to site
  - No illegal drugs
  - Check prescription drugs with Cleshar Supervisor, they may make you unfit to work
  - Random tests and post incident tests can be carried out
  - SPICs to check daily and sign to say no one unfit to work.
- Whenever you leave the site other than to collect materials from a vehicle parked outside you must sign out.

3.0 Method Statement

All work to be in accordance with an approved Method Statement and appended Task Methodology Sheet. Method Statements have been prepared for each gang type. Before you start a new task you should have attended a briefing on the relevant Task Methodology Sheet detailing any new hazards. This will be attached to a Method Statement for the works. If you start to do any works that are not identified in your Method Statement please contact your Supervisor or the Cleshar Vegetation/Fencing Manager.

4.0 Emergency Plan

In the event of an emergency:

- Clear the area of people who may be in danger.
- Do not touch any object that looks suspicious.
- Tackle the emergency, or assist staff, but do not put yourself or others at risk.
- In the event of an evacuation, go to the assembly point;

- **As advised by the Station Supervisor at each station or**
- **As advised by the Depot Manager at depots or**
- **As agreed by the PWT/SPC when using Access Gates**

- Do not re-enter the site until the all clear to do so has been given.
- Cleshar has an Emergency Plan to deal with most other eventualities.
- Smoking is not permitted.
- Report all accidents to Cleshar Supervision who will record them in an IRF and report to London Underground.
- First Aid is available on Site. Report any injury to your supervisor who will either refer you to the First Aider in your gang or to Cleshar supervision.

5.0 Safety Issues

Live Services –Do not remove, tamper with or work on any services unless you have been told they are isolated or dead. Dead services will have been tested and certified as dead.

Appropriate PPE must be worn at all times. HiVi, Hard Hat, glasses, gloves and safety boots, not trainers, are a minimum. Method Statements and COSHH Assessments will tell you further what you must wear. Persistent failure to wear correct PPE will result in removal from site.

Tools and equipment – All tools used on the contract must be in a good condition. All items of plant (including ladders and steps) must have asset numbers marked on them and be inspected regularly. Electrical tools must be PAT tested and contain a label which allows a next test date to be identified.

Before using any tool it should be visually inspected for any damage. This does not have to be recorded but should mean that when Cleshar or the client carry out inspections no faulty tools will be found.

Checklist for inspecting electrical tools:
- No bare wires are visible.
- The cable covering is not damaged and is free from cuts and abrasions (apart from light scuffing).
- The plug/connector is in good condition.
- The casing is not cracked.
- There are no taped or non-standard joints in the cable.
- The outer covering of the cable is gripped where it enters the plug/connector or equipment. The coloured insulation of the internal wires must not be visible.
- The outer case of the equipment is not damaged or loose and all screws are in place.
- There is no overheating or burn marks on the plug, cable or the equipment.

Ensuring tools are in good condition and well maintained will also reduce noise. A sharp point or blade will significantly reduce noise generation. Replace worn blades or bits.

Operators of plant must be trained in the use of the item concerned. If you are no trained in the use of the item let the Cleshar Site Manager know.

Training
- You are now being inducted into this contract so that you know the rules and procedures for this site.
- As you start each new area of work a Tool Box Talk will be given to inform you of any risks in that area or task.
- From time to time other Tool Box Talks may be required to cover any changes or where issues need to be addressed.
- At each stage you will be asked to sign a record.

Asbestos
If you suspect you have discovered asbestos during the works:
- Stop works.
- Clear the immediate area.
- Notify the SPC who will report it to the Incident Report Line (0844 292 0292) and others.

6.0 Welfare

Please use them as necessary but ensure they are left in a clean and serviceable condition. Damage and cleaning up will be chargeable.

7.0 Fire

- No smoking or vaping is permitted on London Underground property, unless in a designated area.
- Do not leave any materials or waste lying around and ensure you keep your work area tidy.
- Do not store any non-compliant materials.
- Do not block any Extinguishers.

8.0 Public Safety

- Deal with members of the public in a polite & courteous manner.
- Keep noise to a minimum.
- Avoid shouting & swearing – these will not be tolerated.
- Park vehicles in proper parking areas only so that public rights of way and residential & business properties are not blocked in any way.
- Switch off vehicle engines when vehicles are parked.
- Keep the volume of the radios in their vehicles down to a minimum.
- Bag up & remove all litter, scrap & other debris from the site for proper disposal at the end of a shift.

- **Ask whether there are any questions.**

- **Record the induction.**

Filename: 6
Directory: C:\Users\[redacted]
Template:
C:\Users\D[redacted]\Roaming\Microsoft\Templates\Normal
.dotm
Title:
Subject:
Author: Bayes
Keywords:
Comments:
Creation Date: 31/05/2019 15:24:00
Change Number: 3
Last Saved On: 10/06/2019 17:16:00
Last Saved By: [redacted]
Total Editing Time: 3 Minutes
Last Printed On: 10/06/2019 17:16:00
As of Last Complete Printing
Number of Pages: 30
Number of Words: 9,420 (approx.)
Number of Characters: 53,698 (approx.)

SCHEDULE 5 - APPENDIX 3: QUALITY MANAGEMENT PLAN

Quality Plan

Project Name: Track Vegetation and Fence Renewals	
Client: Transport for London	Cleshar Quality Plan No: CCS-QP-T19011-02
	TfL Ref: TfL-01331

INTERNAL APPROVAL				
02	31st May 2019	C Carter – Quality Lead	G Ferrand - Contracts Manager	Tender
REV	DATE	PRODUCED BY	REVIEWED BY	COMMENTS

DECLARATION STATEMENT
The Quality Plan has been developed with reference to the requirements of: QUENSH 18A and BS ISO 10005:2018 Guidance on Quality Plans The purpose of the Quality Plan is to give a step-by-step guide as to how quality works will be managed.

bsi. ISO 9001 Quality Management FS 60827	Certified to the Quality Management System Standard BS EN ISO 9001 2015
bsi. OHSAS 18001 Occupational Health and Safety Management OHS 71978	Certified to the Occupational Health & Safety Management BS OHSAS 18001 2007
bsi. ISO 14001 Environmental Management EMS 532232	Certified to the Environmental Management System Standard BS EN ISO 14001 2015

1.0 Index

1.1 Quality Plan Index

2.0 Approval and Review
2.1 Approval and Review
2.2 Distribution

3.0 Introduction
3.1 General

4.0 Definitions and References

5.0 Project Particulars
5.1 Scope of Services and Works
5.2 Hours of Work
5.3 Construction (Design & Management) Regs 2015
5.4 Temporary Works
5.5 Project Goals - Quality
5.6 Health & Safety File
5.7 Key Contact Organisations
5.8 Personnel attached to the project / Organogram
5.9 Procedures applicable to the project
5.10 Permit Issue
5.11 Inspection and Test Plans
5.12 Project Specific Inspections
5.13 Corrective and Preventive Actions
5.14 Key Performance Indicators
5.15 Customer Property and Supplied Products

6.0 Legal and other requirements
6.1 SYPOL
6.2 IHS
6.3 LU Standards

7.0 Operational Control
7.1 Management System
7.2 Project Specific Procedures
7.3 Procedure/Process Communication
7.4 Site Controls

8.0 Audits
8.1 Audits

9.0 Roles and Responsibilities
9.1 Project positions

10.0 Training, Awareness and Competence
10.1 Additional Training Requirements
10.2 Competency Management Portal
10.3 Onsite Training

11.0 Incident Reporting and Investigation

12.0 Document Control

13.0 Records
13.1 Records to be kept
13.2 Archiving

14.0 Certificates, Awards and Policies

15.0 Supporting Information

2.0 Approval and Review

2.1 Approval and Review

The Approval and Review boxes are shown on the cover page of this document. This gives evidence that the Quality Plan has been compiled, reviewed and approved by ourselves and TfL.

2.2 Distribution

The approved Quality Plan is distributed to TfL and appropriate senior Cleshar staff.

3.0 Introduction

3.1 General

The use of a formal documented system is the core control of management operations within Cleshar.

The Quality Plan is an essential part of that system. It describes how Cleshar applies its Management System to the project. It highlights any variations to our standard procedures and explains the reasons for those changes.

Cleshar is a wholly owned subsidiary of the CCS Group Plc. Our Management System has been designed so it encompasses and is applicable to the works and duties of all Cleshar projects.

The Quality Plan has been produced to fulfil the requirement for schedule 5 appendix 3 (section 6) of the contract and identify key activities in terms of the control of quality issues arising from our works, and in accordance with BS ISO 10005:2018 Guidance on Quality Plans.

In conjunction with any method statement(s) produced, the Quality Plan will be used as the basis for the auditing and surveillance of the project.

Unless detailed elsewhere in legislation or in the Works Information as being Cleshar's responsibility, Cleshar will assist the client in the management of stakeholders to the project.

Senior project staff and the HSQE Department will review the Quality Plan at the pre-commencement stage and during the works to ensure that it remains applicable and appropriate to the project. Any required amendments will be prepared and offered to TfL for information and / or approval purposes.

4.0 Definitions & References

ABBREVIATION	DESCRIPTION
BS	British Standard
CAR	Corrective Action Request
CCS	Cleshar Contract Services Limited
CM	Contract Manager
CMP	Competency Management Portal
COSHH	Control of Substances Hazardous to Health
CPP	Construction Phase Plan
EN	European Norm
FORS	Fleet Operating Recognition Scheme
H&S	Health & Safety
HSEQ	Health Safety Environmental Quality
ISO	International Standards Organisation
IMS	Integrated Management System
ITP	Inspection and Test Plan
KPI	Key Performance Indicator
LU	London Underground
QP	Quality Plan (this document)
PGI	Planned General Inspections
PICER	Person in Charge of Evacuation Register
PPE	Personal Protective Equipment
PWT	Protecting Workers on the Track
SPC	Site Person in Charge
TBT	Toolbox Talk
TfL	Transport for London
UK	United Kingdom
BS EN ISO 9001:2015	Quality Management Systems – Requirements
BS EN ISO 14001:2015	Environmental Management Systems - Requirements
BS OHSAS 18001:2007	Occupational Health & Safety Systems - Requirements
BS ISO 10005:2018	Quality Management Systems — Guidelines for quality plans
BS 1722 part 1 and part 10	Fences
BS 3998:2010	Tree Work

5.0 Project Particulars

5.1. Scope of Services & Works

This Contract is to provide and manage competent and equipped labour gangs for vegetation management and fence renewals. Worksites will be located in three zones (West Zone, North Zone and East Zone). See attachment F.

The contract includes delivering a Fault Rectification Service for all three zones.

The planned start date for the contract is August 2019 till September 2022.

5.2. Site Hours

The works will take place during Engineering and Traffic Hours.

5.3. Construction (Design & Management) Regulations 2015

Cleshar will perform the role of Principal Contractor in accordance with the CDM Regulations and Approved Code of Practice.

5.4. Temporary Works

Not applicable.

5.5. Project Goals - Quality

Cleshar are committed to delivering all projects to the highest levels of quality. The following goals to which Cleshar will make a commitment, have been identified to continually improve quality and performance on the railway infrastructure:

- Fault Rectification Service – Complete on time and to required standard
- Complete ALL works to agreed standards and specification
- Close out NCR's to agreed dates and timetables
- KPI's – Completed on time and any improvement plans implemented
- Complete audits and inspections on time
- Gangs to be fully trained and competent ensuring works are completed to schedule
- To promote Positive Thinking

5.6. Health & Safety File

Health and Safety File/s will be produced in accordance with the guidance provided on the Project Requirements Specification or LUL applicable standards, to a scope and format agreed between CCS & TfL. The Health & Safety file will be populated throughout the duration of the contract.

5.7. Key Contact Organisations

Client
Transport for London
3rd Floor
172 Buckingham Palace Road
London
SW1W 9TN

Rep: Paul Mallows [redacted]

Principal Contractor
Cleshar Contract Services Ltd.
Heather Park House
North Circular Road
Stonebridge
London
NW10 7NN

HSE
Rose Court,
2 Southwark Bridge,
London,
SE1 9HS.
Tel: [redacted]
Fax: [redacted]

The Railway Inspectorate Office (Head Office)
Office of Rail and Road
One Kemble Street
London
WC2B 4AN
Tel: [redacted]
Fax: [redacted]

REPORTING SERIOUS RAILWAY INCIDENTS
Monday to Friday, from 09:00 to 17:30 hrs:
ORR HM Railway Inspectorate
Accident Section
Tel: 020 7282 3910
Fax: 020 7282 2118

Outside these hours, weekends and public holidays:
Department for Transport (DfT) Duty Officer on:
Tel: [redacted]

RIDDOR (for non-rail related accidents)
For accident reporting. Tel: [redacted]

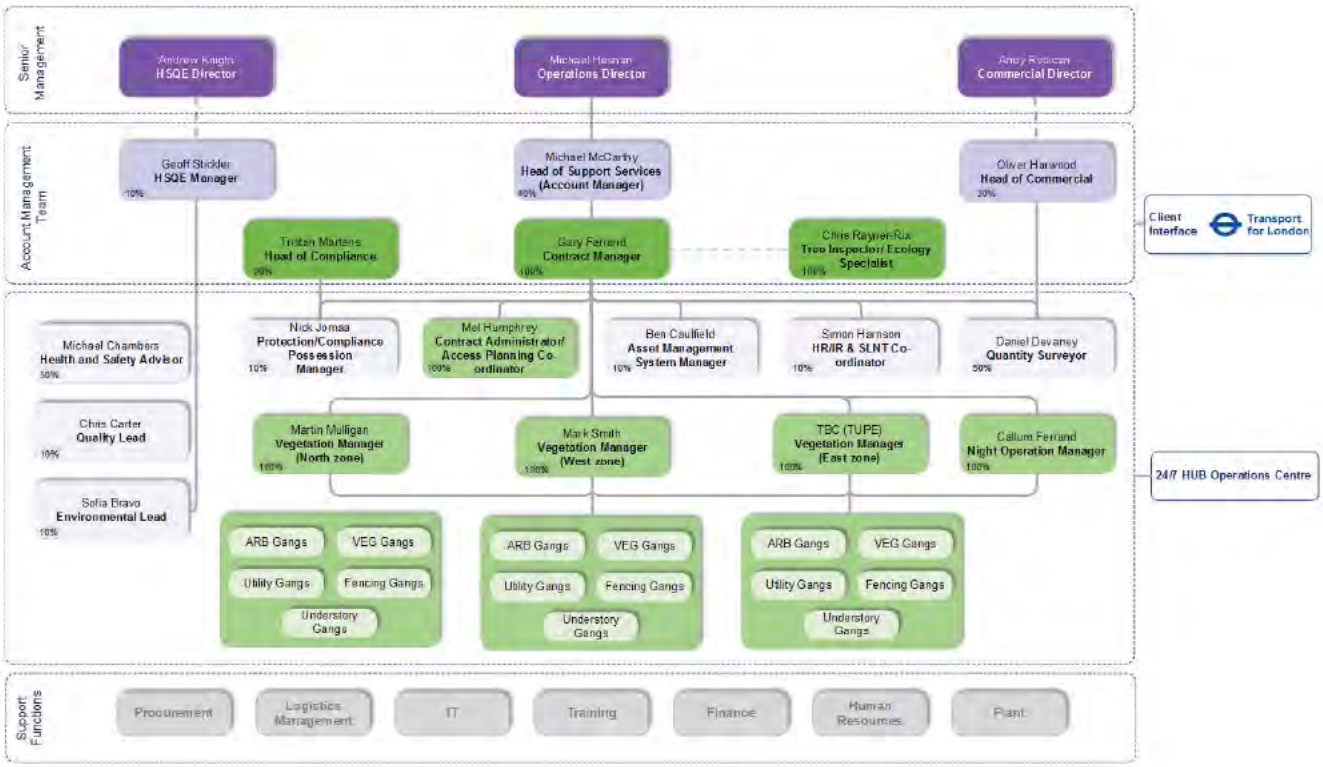
TfL Incident Line Tel [redacted]

FLOODLINE - 0845 988 1188 (24 hour)

THAMES WATER – 0345 200800

SYPOL
For helpline on COSHH data.
Tel: 01296 380 700

5.8. Personnel attached to the project.



Cleshar Deputies:
G Stickler and M Chambers will deputise for each other when required.
C Carter and S Bravo will deputise for each other when required.
A Knight and G Stickler will deputise for each other when required.
O Harwood and D Devaney will deputise for each other when required.
G Ferrand and M Mulligan will deputise for each other when required.
M Mulligan and M Smith will deputise for each other when required.
T Martens and N Jomaa will deputise for each other when required.

5.9. Procedures applicable to the project.

The schedule below shows the Managing System procedures applicable for this project.

Managing the System

HO	*P141*	*Preparing & Controlling The System*
HO	*P135*	*Audits*
HO	*P138*	*Management Reviews*
✓	*P139*	*Document Control and Archiving*
HO	*P121*	*Environmental Management*

Managing the Contract

	Tendering:	
HO	*200*	*Tendering & Award of Contract*
	Purchasing:	
HO	*P600*	*Purchasing*
HO	*301*	*Subcontract Orders*
HO	*P606*	*Approved Companies List*
	Documentation:	
HO	*400*	*Project Plan*
✓	*401*	*Emergency Plan*
HO	*402*	*Method Statement*
HO	*P101*	*Risk Assessments*
HO	*404*	*COSHH*
✓	*405*	*Notification To Sublet*
✓	*406*	*Client Supplied Items*
✓	*407*	*Programmes*
✓	*408*	*Drawings*
✓	*409*	*Meetings*
✓	*410*	*Reports*
✓	*411*	*Inspections*
✓	*412*	*Anomalies*
✓	*413*	*Completion Certificates*
✓	*414*	*CDM Documents*
HO	*415*	*End Of Contract Report*

Managing the Works

✓	*601*	*Accidents, Incidents And Near Misses*
✓	*602*	*Sundry Forms*
✓	*603*	*Induction & Tool Box Talks*
✓	*604*	*Fire Prevention And Control*
✓	*P108*	*Personal Protective Equipment (PPE)*
✓	*P126*	*Temporary Works*
N/A	*606*	*Detonators*
✓	*607*	*Handling, Storage and Protection*
✓	*608*	*Asbestos*
N/A	*609*	Current Rail Indicator Device

Managing Heather Park House

	General:	
N/A	*700*	*Materials Stored In Yard*
HO	*701*	*Calibration & PAT Testing*
HO	*702*	*Computers*
HO	*703*	*Fire Arrangements*
	Personnel:	
HO	*800*	*Staff Appointments*
HO	*801*	*Site Operatives Appointments*
HO	*802*	*Expenses*
HO	*803*	*Holiday / Absence Request*
HO	*804*	*Job Descriptions*
✓	*805*	*Disciplinary and Grievance Procedure*
✓	*P103*	*Drug & Alcohol Testing Procedure*
HO	*807*	*Exit Meeting*
HO	*P200*	Competence Management System (Track)
	Training:	
HO	*900*	*Training*
N/A	*P701*	*ITS Ltd. Procedures Manual*

National Rail Works (ALL when working on NWR Infrastructure)
1000 *NR Organisation & Structure*

		Quantity Surveying:
✓	*500*	*Information Control*
HO	*501*	*Financial Reporting*
HO	*502*	*Day-work & Record Sheets*
HO	*503*	*Subcontractor Financial Control*
HO	*504*	*Signature Control List*

HO	*Head Office support function*
✓	*Project function*
N/A	*Not Applicable*

1001	*Lone Working*
1002	*Selection of Rail Staff*
1003	*Control of Working Hours*
1004	*Work Planning*
1005	*Track Safety Cards*
1006	*Site Safety Arrangements*
1007	*Control of NR Documents*
1008	*Communications*
1009	*Accident Reporting and Investigation*
1010	*Emergency Preparedness*
P103	*Drug & Alcohol Testing*
1012	*Purchasing and Subcontract Orders*
1013	*Refusal to Work*
1014	*Competency Management*
1015	*Risk Management*
1016	*Control of Plant*

An annual Management Review is undertaken by Cleshar and includes the requirements stipulated in the certified standards 9001, 14001 and 18001. Senior Management and the Board of Directors Input to the Management Review which includes agreed outputs. The Management Review procedure P138 is followed and reports include:

- CCS Incident Review
- CCS Site Inspection Review
- CCS HSQE Review
- CCS Management Manual Review
- CCS Policy Statement Review
- CCS Non Conformance/Customer Complaints Review
- CCS Approved Company List Review

5.10. Permit Issues

We have included a list of the Permits most likely to be used when undertaking this project. This is to be read in conjunction with the method statement(s). Works will not be undertaken without the relevant Permit(s).

All our personnel with the responsibility of issuing permits will be trained and competent in the element of work to which the Permit refers.

When requested, a copy of the operatives Permit certification will be forwarded to LU.

Permit	Requirements	Comments
Sentinel and ICI	All personnel prior to access to site.	Mandatory LUL
Basic Track Awareness	All operatives.	Mandatory
PTS	Operatives working on NWR Infrastructure	NWR requirement
CPCS	All Plant Operators and Plant Controllers	Mandatory
Storage Licence	To be requested by the CCS Ltd. Site Supervisor. To be displayed at storage area.	Issued by the Client.
Waste Carriers Licence	To transport waste from site to Cleshar Office/Yard	Issued by EA.
Hot works Permit	For burning, cutting and grinding	Refer to task method statement

5.11. Inspection & Test Plan

The following ITP is the master document that describes the processes to be inspected and tested for all activities throughout the project. Prior to works commencing, individual site specific ITP's may be required.

The works will be inspected and monitored using documents such as checklists, schedules, written records and marked drawings.

The format of the checklists and other records are made project specific and finalised prior to use. The aim is to utilise a number of standard checklists to address the key issues on site. This means the system is straightforward to use and control. Where agreed between the parties, TfL forms may be used in lieu of our standard documents.

Where necessary, the ITP will be updated during the life of the project. Where specific dates of tests and inspections are required these will be scheduled.

Where agreed between the parties, checklists will be submitted to TfL. All checklists and other monitoring records will be held on file and retained by Cleshar.

Scope of inspections			
Activity	**Acceptance criteria**	**Verification method / documentation**	**Responsibility**
Monitoring work quality.	Specifications. Drawings. Client measurables.	Works checksheet(s). Test certification. Marked up drawings. Engineering Standards.	Cleshar site staff. Client staff.
Inspection and test requirements (hold, witness, review points). Includes Design and LUL ITP's	Client measurables.	Works checksheet(s). Test certification	Cleshar site staff. Client staff.
Percentage inspections, sample/random inspections.	Client measurables.	Works checksheet(s). Test certification.	Cleshar site staff. Client staff.
Equipment test and verification.	Test Certification.	Equipment Test Certificates.	Cleshar site staff. Yard Manager.
Document control – site documentation.	Referencing system on CCS key documentation.	CCS Management System. Site File/Tablet	Cleshar site staff.
Process and manufacturing data.	Client measurables.	Manufactures details. Certificates of conformity.	Cleshar site staff. Head office staff.
Manufacturer's instructions/guidelines.	Manufacturer's instructions and guidelines.	Manufacturer's details. Specific WPP's.	Cleshar site staff. H&S Dept.
Managing the works and subcontractor requirements.	Client measurables. Certificate of Conformity	Induction Talks. Toolbox Talks. Programme(s). Works checksheet(s). Planned General Inspections Specific Method statements. CCS project documents.	Cleshar site staff. H&S Dept. QS Dept. Client staff.
Monitoring the Management System.	CCS documentation.	Audits. Site inspections/visits. Planned General Inspections. On site daily monitoring.	QA Dept. H&S Dept. Cleshar site staff. Head office staff.
Monitoring Health and Safety.	CCS documentation. Current Legislation. Client Legislation.	Audits. Site inspections/visits. Planned General Inspections. On site daily monitoring.	QA Dept. H&S Dept. Cleshar site staff. Head office staff.
Monitoring the Environmental Management System	CCS documentation. Current Legislation. Client Legislation.	Audits. Site inspections/visits. Planned General Inspections. On site daily monitoring.	QA Dept. H&S Dept. Cleshar site staff. Head office staff.
Handback – *Not Applicable for this contract.*	CCS documentation	Handback Certificates	Project Manager QA Dept. Cleshar site staff.
Handover	CCS documentation. Client measurables. Certificate of Conformity	Financial close-outs. Client Questionnaire. End of Project Reports.	QS Dept. HSQE Dept. Cleshar site staff. Head office staff.
ITP's relate to activities with a quality, health & safety and environmental impact.			

5.12. Project Specific Inspections

The Contract Manager will supply TfL a list of Inspection types that are to be used for this project. All Inspection sheets will be approved prior to works being undertaken. In the event that inspections and/or tests undertaken result in failure, the works will be redone until the level of works are approved.

If the task cannot be resolved in the shift, a non-conformance report will be raised. The Contract Manager will implement a corrective action and preventive action plan. All NCRs affecting an area of work will be reviewed and should be resolved & closed out prior to completion and handover. Any unresolved NCR's will remain open on the NCR register until final disposition is achieved.

5.13. Corrective and Preventive Actions

Any items and materials that are identified as non-conforming to pre-determined standards or criteria will be immediately put on hold and quarantined. The Management System procedure 412 Anomalies will be adopted.

Any item identified as non-compliant during the site snagging activity will be reworked to a compliant standard during the works.

5.14. Key Performance Indicators

Cleshar will report KPI's in contract review meetings with TfL. The KPI's will measure:

- Safety
- Resource availability
- Quality Management
- Training and Competency Management
- Productivity
- Reporting and record keeping

KPI's will be prepared five (5) working days at the start of a period. KPI's will be agreed with TfL and managed by the Contracts Manager.

5.15. Customer Property & Supplied Products

Cleshar Contract Services Ltd and Subcontractors will ensure that suppliers are clearly responsible for the safe packaging and delivery of equipment as per their Quality Plans and are informed of any contract specific requirements.

Materials provided by TfL as "free issue" will be identified accordingly, handled & stored as if they were Cleshar's purchases unless handling and storage instructions are otherwise given by TfL.

On site, any materials requiring particular arrangements, or to be delivered to areas of difficult access or rough terrain will be covered by the production of a Method Statement/Task Method Statement. Health & Safety requirements and good industry practice and procedures will be observed. Subcontractors' procedures will be monitored on site.

All equipment that is delivered directly to the site, will be visually checked, installed in accordance with programme and protected from damage and possible theft.

Where it is not practical to install equipment immediately, it will be delivered, placed in bonded storage (or a suitable storage location within agreed designated locations) and identified to the project using suitable labelling attached to the stored items. Reasonable security precautions will be taken to prevent damage or theft. When required, the items will be removed to the work location for installation.

All materials stored on site must be stored in accordance with TfL requirements and with an appropriate permission.

Any damage to TfL property will be reported and investigated to ensure corrective and preventive measures are put in place. This includes Incidents and Near Misses.

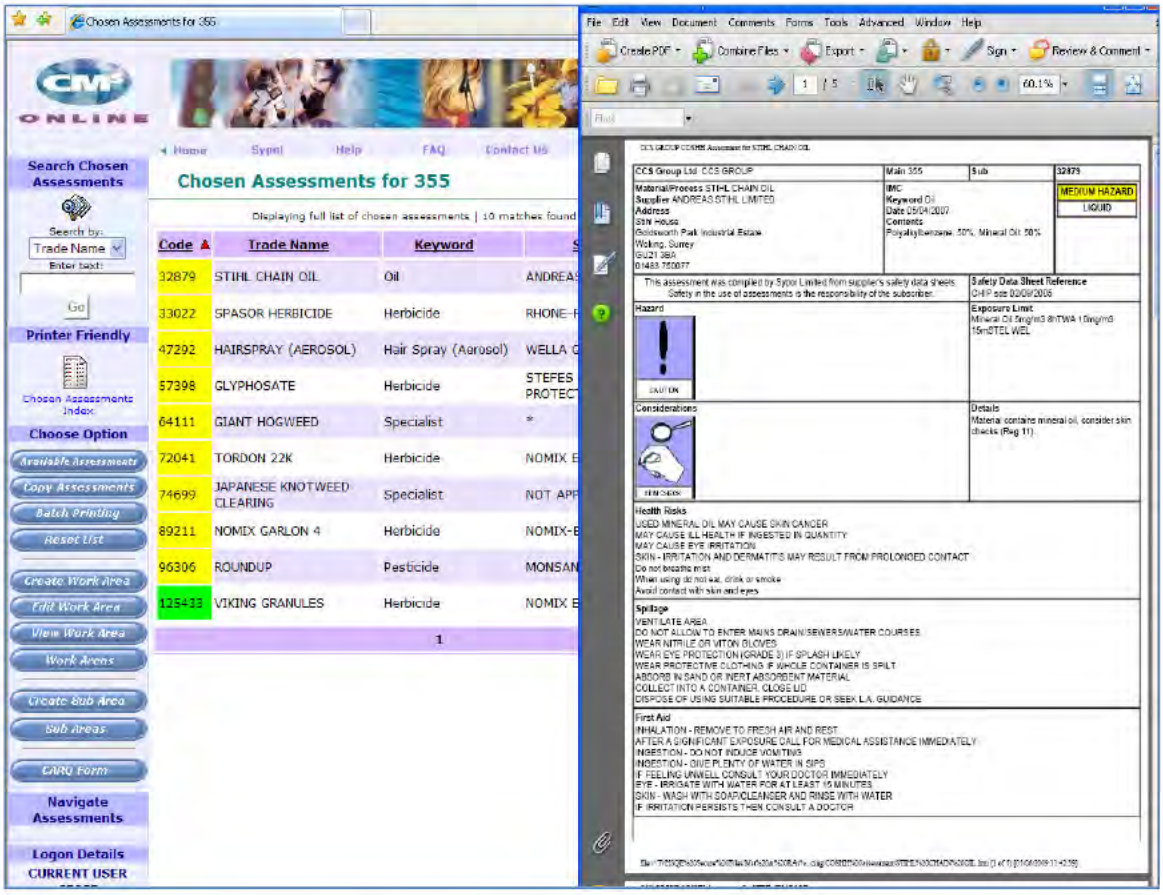
Any materials upon inspection found not to meet the specification criteria will be labelled DO NOT USE and placed in the quarantine area. Orders will be checked to ensure correct materials and equipment are requested.

6.0 Legal and other requirements

6.1. SYPOL

Cleshar are subscribing members of an independent advisory organisation, and have extensively used the SYPOL system for the identification of health, safety and environmental risks associated with vegetation and fencing works. This enables us to produce, where deemed necessary, comprehensive COSHH assessments for identified risks associated with the works. During this contract, the SYPOL system will be used. COSHH Assessments will be kept at site or accessed via a PDA/Tablet.

Printed below is a sample page of the SYPOL system.



6.2. IHS

Cleshar are members of IHS. This system supplies and updates all Statutory Regulations and Guidance Documents. This ensures that we have access to the latest LU Standards, Health & Safety Regulations etc.

6.3. LU Standards

Standard Number	Category	Title
S1552 (A18)	1	Contract QUENSH conditions
S1556 (A14)	1	Incident reporting and investigation
S1158 (A9)	1	Track – Inspection and Maintenance
S1165 (A4)	1	Landscaping and Vegetation
SS1167 (A3)	1	Operational Boundary Fencing

7.0 Operational Control

7.1. Management System

The company Integrated Management System incorporates processes and procedures to cover all of our work operations. These are listed as appropriate to this project in section 5.9 of this document.

All appropriate project personnel have access to a copy of the Management System procedures via the Intranet.

7.2. Project Specific Procedures

Where a standard procedure is not appropriate to a project, but a process or procedure is required, a project specific procedure will be produced.

From a review of the project documentation available, it has been assessed that the existing procedures are adequate and sufficient to control the works. If at any time during the project it is identified that a project specific procedure is required, this will be generated, agreed, and subsequently issued to appropriate personnel.

7.3. Procedure / Process Communication

Our Management System is readily available for reference at Head Office and site locations.

All projects are issued with a Site File. This contains information appropriate to the project. The Site File contains:

- Health & Safety Plan
- Method Statement(s) & Task Briefing Sheets
- Quality Plan.
- Environmental Plan
- Emergency Plan.
- Copies of the relevant forms etc. required to be used on the project.
- Any appropriate Client specific requirements of the project.

Site based operatives are notified of their roles and responsibilities and the controls placed upon them via Site Induction Talks, Toolbox Talks, Safety Alerts, Audits and site meetings. These are all formally recorded and records kept.

Meetings required, for the contract will be attended by the necessary Cleshar staff as agreed with the TfL Project Manager.

7.4. Site Controls

Project Documentation - A Site File will be on site. This will include the Health & Safety Plan, Method Statements (including COSHH data, Risk Assessments etc.) Quality Plan, Environmental Plan, Emergency Plan and sample forms to be used for those work operations.

These project plans detail how the contract is managed including details of key staff and their roles and responsibilities, and scope of works, the Cleshar management procedures that are applicable and an overview of training, accident/incident reporting and testing/inspection and auditing. This includes details of quality, health and safety and environmental arrangements.

The Method Statements detail how the works are to be carried out including details of plant and equipment, controls on specific operations and activities, specific training requirements and so forth. The appendices to the method statement include the risk and COSHH assessments associated with the works. The assessments include health and safety, manual handling, environmental and specific activity assessments.

The Emergency Plan identifies certain potential emergency situations and includes details of action to be taken in the event of such an emergency with preventive measures to assist in minimizing the possibility of such an emergency arising. The document also contains useful emergency contact details such as hospital accident and emergency contact telephone numbers and maps for the hospitals identified.

In support of these three main documents, specific Method Statements with the associated risk and COSHH assessments will be raised, where required, to address the specific requirements on site. Cleshar Contract Services Limited has also developed an On Site Risk Assessment form that can be used for specific activities on site. This is used as a combination of mini method statement, risk assessment and tool box talk sheet – the advantage being that one sheet can fulfil all three aspects.

Prior to works commencing a 'Daily Pre Work Activity Checklist' will be completed. This will be completed for all works on the contract.

After each day a 'Daily Record Schedule' will be completed.

The completed forms will be retained by the each of the Vegetation Managers for each of the three zones.

Communication - Cleshar will communicate with subcontractors, providing information about the job, coordination of the work and keeping them updated of any changes (such as site rules; health and safety information; changes to the plan, or materials; any delays; and, who makes key decision about how the work will be undertaken).

The SPC will manage the coordination and cooperation between all subcontractors' works on site. The SPC will coordinate on site activities with planned railway works by third parties.

This section defines the stakeholders that will / may be affected and the communication strategy for dealing with each one:

Stakeholder	Communication strategy
TfL Client (Representative) and CCS	Regular meetings will take place during the course of the contract. Shift reports will be sent each morning detailing progress, issues and any requirements. All the above will be issued by the Cleshar Contracts Manager to TfL Project Team.
Other Companies, Specialist Contractors or Individuals	Pre start meetings will be held with sub-contractors. Communication will be via email. Daily works plans and shift reporting each shift. All subcontractors will be provided with a copy of the Health & Safety Plan (CPP) and the corresponding Traffic Management Plan (if required) if required.
Site workers (including agency personnel)	All site workers will be provided with a site induction including site hazards, site rules, control measures, and emergency procedures, prior to commencement of work. They will also have a brief on work package plans / task briefing sheets and in the event of changing circumstances by the SPC. Daily Briefings by the SPC to highlight the scope of work, risks, hazards, any other relevant information. Tool box talks will be regularly given. A record of all briefings will be retained within the site folder. Inductions and other briefings will be held and other communication will be directly with SPC or H&S Advisor. All the above briefings are the main channel for workers to discuss issues, give feedback and raise any concerns they may have including health and safety concerns.
Other projects	A number of different work streams within both Network Rail and LUL portfolios may be working in close proximity. The Project Management teams will communicate with each other to ensure each package of works is understood and any clashes mitigated. The SPC will liaise on site to ensure clarity of works.
Train / Freight Operating Companies (i.e. stations / depots, substation)	Person in Charge will liaise with Depot and Station management, when required, to access and egress and any Depots or Stations.
Local Residents	Residents affected by the work activities where deemed necessary i.e. In close proximity, will be notified in writing in advance of the works. Communication with residents to be coordinated by TfL's communications team.

Certification - All operatives including subcontractors will be in possession and display on request, copies of their training certificates/qualifications. Operatives will not be permitted to work if not in possession of a valid training certificate/qualification.

The following protection and site supervision qualifications for the works are as follows:

a) Tree; vegetation; utility and understorey gangs will contain an individual who has SPC, PWT-TH and PWT-EH qualifications.
b) Depot Gangs will each contain and individual who has SPC, PWT-TH, PWT-EH and PWT-D qualifications.
c) Fencing Gangs will each contain an individual who has SPC, PWT-TH, PWT-EH and PWT-D qualifications
d) When working in proximity to NWR infrastructure the gangs will have PTS certification and COSS to supervise the gang.

All competencies for all operative are retained on the Competence Management Portal.

PPE – As described in the Method Statements. The minimum PPE allowed on site (including visitors) are Hard Hat, Gloves, Safety Boots, and High Visual Jacket/Vest and trousers. Task Method Statements and COSHH Assessments will detail additional PPE requirements.

Inspection & Test Plan - The ITP contained within the Quality Plan will be adopted as the main ITP document for all priced sums of work projects. Should any specific hold or inspection points be identified, these will be recorded on a separate ITP produced specifically for the works. A register of all ITP's will be maintained by the Contracts Administrator (Days).

Goods Inward Inspection

Formal inspection of materials is generally carried out at source by qualified inspectors according to defined procedures. Contract material will not be released for use until inspection release certificates and/or supporting inspection and test documentation are available. On receipt at site there is a check for:

- Quantity received compared to quantity advised.
- Obvious damage/deterioration.
- Correct supply of certification requirements.

On receipt inspection is carried out as detailed in the procedure for Receipt, Storage, Handling and Delivery. In the event that any of the above listed defects are detected then a Defective Incoming Goods Sheet is completed by the Stores personnel and a copy is forwarded to the HSQE team and Procurement for monitoring purposes. Further details are contained in the procedure for Control of Materials.

In-Process Inspection

Test & Inspection Plans will be developed for each activity detailing in a sequential order the inspection frequencies, procedures, specifications, compliance criteria, records and responsibilities at each stage of the activity.

Final Inspection

At the end of a work activity (end of engineering hours) the track will be inspected to ensure that it is safe for trains.

On completion of all work including any snagging work, inspection and certification of Final Site Completion will be carried out in accordance with the requirements of the contract.

Final Inspection points will be determined in the Inspection Test Plans, to verify that all stated checks have been undertaken.

Any work items that are not able to be completed due to time constraints will collated until they are progressed to satisfactory completion.

Certification – Subcontractors/ Suppliers
Where contractually specified or where purchase orders issued to Subcontractors and Suppliers have been issued, Certificates of Conformity (or certification as specified in the purchasing documentation) will be obtained for products and materials received.

Handling, Storage, Packaging, Preservation and Delivery
CCS and Subcontractors will ensure that suppliers are clearly responsible for the safe packaging and delivery of equipment as per their Quality Plans and are informed of any contract specific requirements

On Site, any materials requiring particular arrangements, or to be delivered to areas of difficult access or rough terrain will be covered by the production of a Method Statement. Health & Safety requirements and good industry practice and procedures will be observed to ensure the product meets the intended requirements. Subcontractors' procedures will be monitored on site.

All equipment that is delivered directly to the site, will be visually checked, installed in accordance with programme and protected from damage and possible theft.

Where it is not practical to install equipment immediately, it will be delivered, placed in bonded storage (or a suitable storage location within agreed designated locations) and identified to the project using suitable labelling attached to the stored items. Reasonable security precautions will be taken to prevent damage or theft. When required, the items will be removed to the work location for installation.

No materials or services will proceed passed 'hold points' where required until all specified activities have been completed and required documentation approved by TfL.

All materials stored on site must be stored in accordance with TfL Requirements and with an appropriate permission.

Control of Inspections, Measuring and Test Equipment
Measuring and test equipment used to verify work will be calibrated and is to be traceable to National Standards.

Users of any equipment are responsible for the safe handling and transit, verification of status and adequate storage of the equipment.

Any Subcontractors providing their own equipment will be verified as having their own procedures in place to comply with these requirements and to show evidence when requested by providing certification upon request.

Key essentials for controlling Inspection and Measuring and Test Equipment include:
- Ensuring certification for all equipment is current.
- Ensuring certificates are signed and that acceptance limits meet with specified design requirements.
- Instruments issued are controlled and removed/replaced when their state of accuracy is in doubt.

In such cases, recall disposal action will be assessed and implemented. Equipment not intended for use will be labelled accordingly.

Equipment is to have a unique identification number traceable to calibration records and incoming current and past certification.

Equipment that does not have a valid calibration certificate is to be quarantined to prevent use.

Equipment is to be subject to pre-use inspection and where there is doubt over the serviceability of a piece of equipment it is to be removed from use until it can be confirmed that it is serviceable.

PGI's will be undertaken. The Contracts Manager will ensure PGI's are undertaken a minimum of two per period. All inspection sheets will be retained at Head Office with completion details and findings included on the HSQE Dashboard PGI programme.

Certificates of Conformity where required will be retained for all material received and used for works completed by Cleshar and retained at Head Office.

Induction Talks (SPC & PWT Briefings) - Due to the nature of the works the operatives on site will receive briefings from the Site Person in Charge and Protect Workers on Track. The briefings will take place prior to any works being undertaken on site. All operatives will be briefed. When working on NWR Infrastructure a COSS will brief the operatives.

Toolbox Talks - Toolbox Talks will be undertaken at periods not exceeding one month. A series of talks are available from the Management System. These will be made available via the HSQE department as required or via Tablet. Records of all TBT's will be retained at Head Office.

Subcontractors - Subcontractors have a legal duty under the Health and Safety at Work Act 1974 and the Construction (Design and Management) Regulations 2015 to co-operate with Cleshar Contract Services Limited and other contractors and regulatory officials with regard to health and safety.

Only subcontractors who are on the Cleshar Approved Subcontractor Database will be used for these works.

Daily communication will be between Cleshar Contract Services Limited site supervision and subcontractor's supervision and operatives. This will also include liaison with other contractors and works that may affect the works within this contract, to ensure that safety is not compromised.

Foreign Workers - All Cleshar Staff speak English. Foreign workers will be checked to ensure that they are legitimate to work in the UK.

CCS SPC's ensure that all operatives on TfL property will understand site briefings, inductions and emergency evacuation procedures first hand without the need for a translator.

Shift Report - The senior site representative will maintain a shift report. The required forms will be supplied within the Site File.

Site Security – will be included in the Method Statement under Access Arrangements.

Welfare arrangements – Station/Depot facilities will be used. This will be agreed with the Station or Depot Supervisor/Manager prior to works commencing at the relevant station sections.

First Aid - First Aid will be provided as detailed in the Method Statement. The First Aider(s) on site will have completed a First Aid 4-day course to enable them to carry out this role. Signs will be provided detailing the name of the First Aider. An eye wash kit and first aid kit will be provided and available on site at all times. The requirements have been determined using HSE guidelines.

Spill Kits – will be available at each work site and placed at each location where a generator or small tools refilling area will be located, in line with Method Statement arrangements.

Site Rules – Refer to Health & Safety Plan appendix.

Zero Harm - Cleshar will commit to Zero Harm (Zero deaths, zero injuries to the public, zero ruined lives including no seriously disabling injuries and no long term harm to health).

Consultations – Feedback on health and safety matters from site will initially be via the SPC (or COSS when required) and Contract Manager. Regular site briefings will be carried out when the details of the work will be discussed with operatives.

Tool Box Talks/Site Briefings include a section for any comments and concerns of operatives to be recorded and communicated with the HSQE department.

Safety concerns can be raised at any time with member of HSQE department. All operatives have the right to refuse to work on grounds of Health and Safety.

8.0 Audit

8.1. Audits (Management System processes, quality, environmental, health & safety issues).

Our Management System is under constant review via a system of audits. The audits cover all departments and work duties. Where appropriate they also include audits of suppliers and subcontractors. Audits also ensure that TfL requirements and measurables are being met.

All audits will be reported and closed-out in accordance with Procedure 135 Audits of our Management System.

Cleshar will fully assist when required during any audits carried out by, or on behalf of TfL.

Audits are undertaken at intervals determined by the HSQE Director and the HSQE Department Manager. These audits reflect the activities being undertaken, the procedures appropriate to those activities, the importance of those activities, and the experience of personnel on site. It is programmed that audits will be every two months.

The audit frequency will be subject to the following considerations: work activities on site, experience of personnel, health & safety and environmental risk items, previous audits and inspections from other Departments and Client offices, and at instruction from the CCS Group Plc Directors

Type	Frequency	Responsible
Inspection	Daily	Site Person in Charge/COSS
PGI	Two Weeks	Contract Manager
HSQE Audit	Monthly	H&S Advisor
Process Audit	To audit schedule.	HSQE Leads

The purpose of the audits is to ensure that the Management System is operating in accordance with the Quality Plan, project documentation, the LU's requirements, Regulations and Legislation. Particular attention will be taken to ensure full compliance to Method Statements, Risk Assessments and COSHH data. All health, safety and welfare issues together with relevant Regulations and Legislation will also be comprehensively reviewed to ensure full compliance.

Audit Reports are distributed to appropriate personnel for their actions and information. Senior project staff will be responsible for ensuring that the procedures are complied with and that any corrective and preventive actions raised are investigated for root cause, actioned and closed-out. Records of all audits are kept. Audit records will be provided to TfL as agreed between CCS and TfL.

Non-conformances will be recorded on Cleshar NCR Tracker which includes Non-conformance, Corrective action, preventive action, root-cause, action by and close and verification date. The NCR Tracker is reviewed by the HSQE team monthly and updated by the Quality Lead.

The CCS Group Plc auditors have undergone appropriate training.

9.0 Roles and Responsibilities

Project positions
Provided below a list of the typical/generic roles and positions of Cleshar personnel involved in the management of our projects. These positions are held at either Head Office or on-site locations.

The Directors will ascertain the projects requirements and allocate the resources accordingly. Contained within section 5.5 of this document are the exact details of the staffing requirements (positions and personnel) for this project.

Operations Director
The Operations Director is responsible for the performance of all projects and as such has overall responsibility for all quality, environmental, health & safety and financial aspects of the project. The Operations Director is also responsible for the implementation and successful operation of the Management System.

Specific responsibilities include:
- Ensuring that the project is safely managed and meets the requirements of the project documentation.
- Liaison with the HSQE Director regarding the effectiveness of the Management System.
- Liaison with the Head of Support Services with regard to the effective operation of the project.
- Liaison with the Commercial Director concerning the financial implications of the project.
- Reporting to the Managing Director.

Commercial Director
The Commercial Director is responsible for all commercial aspects on all projects. Individual surveyors have been delegated specific responsibilities for specific sites based on a project-by-project basis. The Commercial Director is also responsible for the appointment of appropriately trained and experienced staff for these duties.

Specific responsibilities include:
- Ensuring adequately trained Surveyors are provided.
- Ensuring that correct and adequate surveying resources are available.
- Ensuring the Surveying Department utilize the Approved Companies Database.
- Reporting to the Managing Director.

HSQE Director
The HSQE Director has responsibility for overseeing the implementation and management of the Management System relating to quality, environment, health, safety and welfare The HSQE Director is also responsible for the appointment of appropriately trained and experienced staff under his authority.

Specific responsibilities include:
- Ensuring appropriately trained HSQE representatives are provided.
- Ensuring that correct and adequate quality, environmental, health & safety resources are available.
- Responsible for ensuring that the project staff are aware of their environmental responsibilities.
- Reporting to the Managing Director on quality, environmental, health and safety matters.

Head of Support Services (Account Manager)
Our Head of Support Services, will act as Account Manager and will act as Cleshar's Representative at all key meetings, including the Annual Strategic Review. He will also take a proactive role in the Contract Initiative Efficiency (CIE) Initiative process.

Specific responsibilities include:
- Cleshar's primary point of contact for TfL
- Responsible for the contract's safe delivery, on time and to the right quality
- Encourage a collaborative/partnering culture
- Drive health and safety excellence and promote Cleshar's behavioural safety culture
- Propose and lead CIE Initiatives
- With Cleshar's Health & Safety Advisor, ensure our duties as Principal Contractor and Designer are fulfilled
- Report to the Operations Director on all aspects of the contract's delivery

Contract Manager

The Contract Manager is accountable for ensuring that the project is structured and resourced to deliver the contracted works. Additional responsibilities may be detailed with regard to the management structure within Method Statements and Quality Management Plan.

The Contract Manager will provide project management of the works, within the system of corporate governance and be responsible for the following:

- Support Account Manager and deputise as required as Cleshar's Representative
- Manage the Senior Operations/Operations Managers
- Plan, organise and control all track vegetation and fencing works on a daily basis
- Management of the works in accordance with the HSQE Management System requirements of TfL and Cleshar.
- Report statistical information, including planned resource demands versus actual resource supplied
- Assist with the development of staff skills and competencies to achieve productivity, and maintain the competency and training matrix Periodic/monthly reporting of the project to Cleshar and TfL as required.
- Contract management of suppliers, who are used by the project.
- Safe, quality compliant delivery of the project scope, as determined by the contract.
- Compliance to technical standards & applicable legislation, including the assurance process.
- Ensuring awareness of customer requirements throughout the length of the contract.
- Liaise with senior LU representatives, staff, neighbours and other stakeholders as required.

Head of Commercial

Key responsibilities include:

- Responsible for maximising the financial effectiveness and success of the contract for TfL and Cleshar
- Responsible for overall commercial management of the contract
- Establish project controls and cost/contract reporting systems for the contract in line with TfL's contract requirements
- Identify commercial risks and opportunities and developing appropriate mitigation measures
- Manage the activities of the Quantity Surveyor, ensuring awareness of duties/responsibilities and adherence to required processes and procedures
- Provide financial and business accounting reports
- Provide commercial and contractual advice to Cleshar's Account Manager as required

Senior Compliance and Performance Manager

The Senior Compliance and Performance Manager has specific responsibility for ensuring that the project complies with safety and quality requirements.

Specific responsibilities include:

- Liaising directly with the Contract Manager to ensure compliance with local/company/legislative requirements.
- Ensuring compliance with requirements are cascaded through all contracts to meet operational and safety needs.
- Identifying areas requiring remedial actions.
- Making recommendations with regard to improved operational running.
- Being the lead investigator for all major incidents/accidents.
- Supporting the Contract Manager with safety forums.
- Liaising with clients when necessary.
- Managing the A1/A2 (D32) Assessment programme.
- Supporting and assisting the HSQE Department.
- Reporting to the Operations Board.

Compliance/Protection Manager

Key responsibilities include:

- Manage compliance and performance of safety critical staff
- Monitor compliance by safety critical staff
- Monitor safety critical staff, ensuring licences are kept up to date and mentoring and assessments are carried out
- Responsible for compliance to all TfL safety critical standards
- Liaise with TfL safety critical compliance team

Asset Management System Manager

Key responsibilities include:

- Maintain full familiarity with Asset Management Systems (AMS) such as Maximo and Ellipse and their continued use
- Ensure that all Cleshar's personnel are trained in their use and follow methods and processes required
- Ensure that details of all work undertaken are correctly recorded on the AMS
- Liaise with TfL's IT/Asset Management representatives as required

Senior Vegetation / Fencing Manager

The Senior Vegetation / Fencing Manager is responsible for the performance of the project on site. He has specific responsibility for all aspects of the project (site works, quality, environmental, health & safety and financial aspects).

Specific responsibilities include:

- Ensuring that the project is managed in a safe manner and meets the requirements of the project documentation
- Ensuring that subcontractors and suppliers achieve the on-site required standards.
- Ensuring the Client is satisfied with our performance.
- Complete works with no damage to existing assets.
- Ensuring performance measurables are delivered.
- Will refer to the HSQE Department for advice on environment issues and guidance thereon.
- To assist in the operation of the Site Waste Management Plan.
- Will ensure that operatives comply with the relevant method statements, Toolbox Talks and general site briefings.
- Ensure site is clean and tidy upon completion of work.
- Reporting to the Contract Manager.

Access Planning Coordinator

Key responsibilities include:

- Plan and arrange access in accordance with Schedule 4 of the FM Contract, including preparation of an Access Plan (in template), and in compliance with appropriate legislation and standards
- Liaise and maintain relationship with TfL's Access Manager/planning team
- Work closely with the delivery team to fully understand contract requirements with regard to access, including access to Network Rail and/or TOCs' infrastructure and stations
- Ensure adherence to LU access control processes appropriate to type of access required
- Maintain accurate and detailed records of access arrangements, reporting on all 'frustrated' access
- Communicate access arrangements, issues and information to the Operations Managers/delivery team

Operations Manager

Key responsibilities include:

- Line management responsibility for the track vegetation and fencing gangs under the contract along specific line (SSL, JNP or BCV)
- Produce relevant documentation/spreadsheets confirming allocation of resources
- Provide resources, PPE and equipment to meet the requirements of the track vegetation and fencing activities/programme, including fleet and specialist items where required
- Check NEPA and Engineering Notices to ensure available access to work sites
- Liaise with other rail contractors when required with regard to access, safe working arrangements, etc.
- Brief all PWTs/SPCs prior to travelling to work sites
- Manage any issues raised by workforce and action immediately
- Resolve any faults raised through Fault Reporting Centre (FRC)
- Carry out site inspections (average three per night) using Cleshar's standard checklist, reporting any critical outputs
- Undertake formal PGIs to ensure compliance with relevant systems and procedures

HSQE Manager

The HSQE Manager is responsible for the effective implementation of all the Group Policies, practices and procedures relating to health, safety, welfare and environmental issues. Responsible for overseeing Risk Assessments, Method Statements and COSHH data issues.

Specific responsibilities include:

- Assisting in the production of any required project specific procedures.
- Monitoring the implementation of the method statement(s), and Risk Assessments etc.
- Undertaking audits and ensuring that corrective and preventive actions are taken where required.
- Ensuring staff under his authority are adequately trained.
- Responsible for ensuring compliance with safe working practices as defined in Regulations etc.
- Ensuring project and site staff are aware of their legal responsibilities in respect of health, safety and environmental issues.
- Reporting to the HSQE Director.

Quality Lead

The Quality Lead has specific responsibility for the implementation and management of the Management System relating to quality, health and safety.

Specific responsibilities include:

- Assisting in the production of any required project specific documents.
- Administering and controlling the Management System.
- Undertaking audits and ensuring that corrective and preventive actions are taken where required.
- Ensuring that all staff are aware of their responsibilities in respect of quality issues.
- Arranging training as required for quality matters.
- Assisting the Surveying and Procurement personnel with the assessment of subcontractors and suppliers.
- Assist the Contract Manager in the development of the Project Risks & Opportunities register when required.
- Reporting to the HSQE Manager.

Environmental Lead

The Environmental Lead has specific responsibility for the implementation and management of the Management System relating to the environment.

Specific responsibilities include:

- Assisting in the production of any required project specific documents.
- Administering and controlling the Management System.
- Undertaking audits and ensuring that corrective and preventive actions are taken where required.
- Ensuring that all staff are aware of their responsibilities in respect of environmental issues.
- Assist in the Contract Manager in preparing, monitoring, updating and implementing the SWMP.
- Assist and undertake noise monitoring and report data to the Contract Manager.
- Arranging training as required for environmental matters.
- Ensuring staff under his authority are adequately trained.
- Reporting to the HSQE Manager.

Health and Safety Advisor

The Health and Safety Advisor has specific responsibility for assisting the Project/Contract Managers in the production and the monitoring of all environmental, health, safety and welfare related matters.

Specific responsibilities include:

- Assisting in the production of any required environmental, health and safety requirements.
- Monitoring the implementation of environmental, health and safety requirements.
- Undertaking audits and ensuring that corrective and preventive actions are taken where required.
- Supporting Contract Managers with safety forums.
- Liaison with the senior site staff on environmental, health and safety related matters.
- Obtaining and supplying environmental, health and safety information and generation relevant documentation.
- Reporting to the HSQE Manager.

Procurement Manager

The Procurement Manager is responsible for the ordering of materials and cost negotiations of materials with suppliers.

Specific responsibilities include:

- Maintaining the Approved Suppliers Database.
- Ensuring that materials and goods are ordered as specified and where necessary checking the specifications given.
- Ensuring, where appropriate, that goods are traceable.
- Maintaining suppliers trade literature.
- Assessing suppliers with the Quality Lead.
- Reporting to the Commercial Director.

Quantity Surveyor

The Quantity Surveyor is responsible for the commercial aspects of the project. Responsible for the selection and placing of sub-contract orders (where appropriate).

Specific responsibilities include:

- Prepare monthly, interim and final valuations, applications for payment, reconciliations of valuations and costs, amounts for contract, subcontractors, specialists and suppliers
- Provide timely, accurate valuations and, where required, cost forecasts and cash flows.
- Ensure financial control of any variations to the contract.
- Ensure that suppliers and any subcontractor orders are selected in accordance with Cleshar's approval process (Approved Companies Database)
- Liaise with the Quality/Safety Manager regarding the assessment of subcontractors
- Attend meetings with TfL if required or whenever it is considered in Cleshar's interest to do so
- Reporting to the Head of Commercial.

Contract Administrator

Key responsibilities include:

- Provide administration and logistic support to the Operation Managers
- Receive and administer orders from LU and to subcontractors
- Collate and ensure accurate entry of timesheets/site diaries or other records to valuation
- Record and monitor receipt of CPAF from LU and reconcile any differences
- Follow internal procedures for application and certification information
- Maintain good relations with LU and its representatives at all times

Operatives

Specific responsibilities include:

- To undertake their works as specified and to achieve the requisite quality of work as instructed by the SPC.
- To work in a safe manner and in a way to encourage safe working practices, in accordance with relevant Legislation and any project documentation including health, safety, quality and environmental requirements.
- Participate in the training regime.
- Comply with the Emergency, Incident and Accident reporting procedures.
- Report any un-safe practices observed on site to the SPC.

Sub-contractors

Specific responsibilities include:

- To undertake their works as specified and achieve the requisite quality of work as instructed by the SPC.
- Working in a safe manner and following safe working practices, in accordance with relevant legislation and any project documentation including health, safety, quality and environmental requirements.
- Participate in the training regime.
- Comply with the Emergency, Incident and Accident reporting procedures.
- Report any un-safe practices observed on site to the Site Person in Charge.

10.0 Training, Awareness and Competence

10.1 Additional Training Requirements

Training will be undertaken in accordance with our documented procedures or those specified by TfL or their representatives.

At project commencement, a review of the project is undertaken. This identifies known areas where additional training over and above existing knowledge or experience is required.

As the project progresses, specific extra training requirements may also be identified. These requirements will be recorded. Cleshar will produce a register for personnel working on the project.

The register will be agreed with the client Project Manager and updated daily. The register will be in excel format and available for inspection by the Project Manager. A copy will be retained in the site office and be available for inspection at any time. All training details will be added to the CMS.

10.2 Competency Management Portal

The Competency Management System (CMS) held at CCS Head Office identifies the training, skill levels and medical information of each Cleshar operative. It is also used for the selection of suitability trained operatives. The Competency Management System is regularly reviewed and updated.

If it is identified that additional quality, health & safety or environmental training is required for those personnel whose work activities may have a significant impact upon the works, the appropriate training will be undertaken. This will be undertaken via certified training providers.

In line with the CMS, we gain regular feedback from our supervisors when carrying out inspections on all our works. While completing inspections on the works, the supervisors will also assess a number of factors around the quality of the individual, including behaviour, interaction with others and discipline on site. Where improvements are deemed appropriate, the supervisor will recommend and initiate mentoring or additional training for the individual.

Copies of Certificates, Awards and details of training are kept in the individual operatives' personal files at Head Office. The Training Matrix and records are open for review by TfL.

10.3 Onsite Training

All sites will undertake on-site briefing to all operatives. This will highlight the general risks and hazards associated with the works/site and the nature of the works involved. Briefings include quality, environmental, health, safety and welfare issues.

Toolbox Talk training will be given to operatives at intervals deemed appropriate by the site management (scheduled for once per fortnight). This will highlight, where required, aspects of the work or working practices with quality, environmental, health & safety aspects. Other briefings, where required, will be arranged. On-site training records will be maintained at site.

During the project, the HSQE Department will undertake audits and inspections to ensure that the works are complying with the previously agreed requirements. These personnel will be appropriately trained and independent of the activities being performed. CV's are available on request for key team personnel.

11.0 Incident Reporting and Investigation

We confirm our firm commitment to report all incidents, near misses and accidents and, where necessary, undertake an investigation into the cause(s). Once determined, full safety measures will be enforced to minimise risk and ensure a repeat of the incident does not occur.

Specifically, all incidents involving environmental issues will be recorded on an Incident Report Form (IRF) or similar. These are held at either Head Office or at site locations.

All accidents, incidents and near misses will be investigated, reported and acted upon complying with appropriate Regulations, Legislation and the company procedure 601: Accidents, Incidents and Near Misses. When investigating major incidents, the Kelvin TOPSET process will be used.

When it is known that an incident or accident is reportable under RIDDOR, TfL will be notified within 24 hours. A report will be produced and issued to the Directors for consideration. Any agreed action, as appropriate, will be undertaken.

Any injury that results in a fatality/specified major injury/condition of incapacity, either at the time or within one year, will be reported to the appropriate enforcing authorities (the Health and Safety Executive and the Railway Inspectorate).

Where an Incident/Accident is likely to impact upon the operational railway, the Station Supervisor/Depot Duty Manager/ will be notified. All investigations will be carried out by a Health & Safety Advisor working under the direction of the HSQE Director.

All incidents will be reported immediately to the Cleshar Supervisor, who will report it to the Contract Manager. A member of Cleshar Health and Safety department will be informed and will initiate accident/incident investigation. The **TfL Incident line** will be used to report the accident/incident **0844 292 0292.** During out of office hours the **HUB 0208 733 8552** will be contacted who will identify responsible CCS person on-call.

Where required the procedures within the Emergency Plan will be followed. This includes injuries, accidents not resulting in injuries but causing damage, environmental incidents, or near misses, where under slightly different circumstances a serious incident would have occurred.

If the incident is serious all staff involved will remain on site until dismissed by an authorised person. The Cleshar HSQE department or night offices are to be contacted immediately to arrange drugs testing for all those involved.

All accidents, incidents and near misses are reviewed by the HSQE Department on an annual basis to determine trends. These are reported upon within the annual Management Review. The Management Review is distributed to Directors, Senior Management and key staff.

12.0 Document Control

The Document Control Procedure P139 details the process that is to be followed for the control of documents. This procedure applies to all documents that are contractually relevant to the contract not just those that form the management system.
Included within section 5.9 is a list of the full Management System procedures to be used for these works.

Environmental, Quality and Health & Safety items are of equal importance. As such the Management System procedures have been prepared to jointly include for all HSQE activities on all elements of the works.

Each activity that is undertaken has been allocated a procedure. Only the main procedures have been included in the schedule below.

Activity control required	Management System Procedures
Documents can be located.	P139, 400 - 404, P101, 408 - 412, 414, 603, P108, 608
Documents are periodically reviewed.	P139, 400 - 404, P101, 408 - 412, 414,
Documents are reviewed to ensure they are relevant.	P139, 400 - 404, P101, 408 - 412, 414, 603, P108,
Current versions are available at relevant locations.	P139, 400 - 404, P101, 408 - 412, 414, 603, P108,
Obsolete documents are removed.	P139
Obsolete documents required for maintenance are kept.	P139

The Cleshar Contract Administrator manages the storage and circulation of documents to ensure that only approved documents are available for use by project staff. They are also responsible for the maintenance of Document Registers.

The Document Control Procedure details the process to be followed for document numbering and approval. This includes the protocols for document referencing and issue status.

Changes to documentation and drawings are reviewed and approved prior to their re-issue under revision control.

A transmittal form will be used for all communications between TfL, CCS, Subcontractors with details added to a communications register managed by the project Contract Administrator.

The document control system ensures that obsolete documents are prevented from use unless specifically requested and specified in the contract.

The following document types are maintained:

- Master lists/registers of documents and drawings
- Documents and drawings are received and issued according to defined procedures.

All staff will be briefed on changes to the Management System. The detail of the briefing to be decided based upon the impact it will have upon the tasks an individual performs (i.e. if there is no impact then the briefing is a notification of the document change not the detail of what has changed). A Briefing Form is produced and briefing attendance sheets retained.

13.0 Records

13.1 Records to be kept

During the project, various operational, environmental, health & safety and quality records will be produced.

Records, as a minimum will include:

- Equipment test calibration and verification checks conducted (including the identity of the inspector or tester concerned).
- Inspection and release certificates.
- Non-conforming processes/product records.
- Process and manufacturing data relating to the Contract, including an audit trail for material or component identity, source and status.
- Process, inspection or test activity.
- Pre-work Activity Checklist / Weekly Register
- Daily Record schedules
- Shift Report
- Project Activity Checklist
- Booking On / Allocation Sheets
- Weekly PPE/Tools Checklist
- Quality assurance inspections conducted (including the identity of the inspector concerned).
- Quality plans and Site instructions.
- Records of audits and site inspections.
- Records of tender and contract reviews.
- Records of the qualifications, competence and training of staff.
- Site investigations and surveys
- Specification, drawings, designs and appropriate registers.
- Details of any non-compliance against any LU Standard.
- The Supplier's policy with regards to quality.
- Account records (hard copy and computer readable data)
- General ledger details
- Costs incurred
- Subcontract files

13.2 Archiving

Controlling archiving records is detailed within the Management System, procedure P139: Archiving.

It is our policy that all project records will be retained in electronic format for a minimum of twelve years as specified in the Contract (Part B: Quality, Section 2), or longer as required by applicable laws.

If required, records generated during this project will be forwarded to TfL for their information, within 3 working days.

14.0 Certificates, Awards and Policies

Cleshar have been awarded the following certifications:

FS 60827	EMS 532232	OHS 71978
BS EN ISO 9001:2015 Quality Management System (Attached)	**BS EN ISO 14001:2015** Environmental Management System	**BS OHSAS 18001:2007** Occupational Health & Safety Management System

The CCS Group plc Policy Statements, of which Cleshar is a wholly owned subsidiary, are available and included in this document. These are current as at the date of issue and remain current until amended through re-issue.

All Policy Statements are reviewed on an annual basis to ensure that they remain accurate. Records of these reviews are held by the Quality Lead.

- CCS Group plc HSQE Policy.
- CCS Group plc Drugs and Alcohol Policy.
- CCS Group plc Workplace Harassment Policy.
- CCS Group plc Equality & Diversity Policy.
- CCS Group plc Training & Development Policy

15.0 Supporting Information

A. Confirmation of Insurances
B. BS EN ISO 9001:2015 Certificate
C. HSQE Policy
D. Daily Pre Work Activity Checklist
E. Shift Report
F. Vegetation Management Zones

Attachment A

MILES SMITH INSURANCE SOLUTIONS

CONFIRMATION OF INSURANCE

CONTRACTOR	CCS Group plc and its Subsidiary Companies
BUSINESS DESCRIPTION	As per attached*

CONTRACTORS' LIABILITY

(A)
AS REQUIRED UNDER THE EMPLOYERS' LIABILITY (COMPULSORY INSURANCE) ACT 1969

INSURER / POL. NO. / RNL. DATE	Certain Underwriters at Lloyds Syndicates: DLP 2525, Brit 2987, QBE / DAC 386, CV Starr, Aspen	B190319060994, B1903147191017, B1903147191020 B190350181196, B190319060995, B1903147191018, B1903147191019, B190367181014, B1903147191021, B190319060998	1st June 2020

(1) **EMPLOYERS' LIABILITY INCLUDING HEALTH & SAFETY AT WORK ETC. ACT 1974 – LEGAL COSTS**

INDEMNITY	: ANY ONE ACCIDENT	GBP 100,000,000
TERRORISM SUB LIMIT	: ANY ONE ACCIDENT	GBP 5,000,000

(2) **PUBLIC LIABILITY**

INDEMNITY	: ANY ONE ACCIDENT	GBP 100,000,000
EXCESS	: PROPERTY DAMAGE/BODILY INJURY	GBP 50,000*

* Each and Every Claim including Costs and Expenses

(3) **PRODUCTS LIABILITY**

INDEMNITY	: ANY ONE ACCIDENT & IN ALL	GBP 100,000,000
EXCESS	: PROPERTY DAMAGE/BODILY INJURY	GBP 50,000*

* Each and Every Claim including Costs and Expenses

CONTRACTORS' ALL RISKS

(C)

INSURER / POL. NO. / RNL. DATE	Aspen Insurance UK Limited	B190319060802	1st June 2020

CONTRACT WORKS (Incl Terrorism)	: ANY ONE CONTRACT	GBP 25,000,000
HIRED IN PLANT	: ANY ONE ITEM	GBP 750,000
EXCESS	: EACH AND EVERY LOSS	GBP 5,000

NOTES TO PRINCIPAL
1. All Policies in force up to stated Renewal Dates.
2. General Principals' Clause &/or equivalent included
3. Subject to Policy Terms, Conditions & Exceptions.
4. The above is correct at the date of signing.
5. Alterations/Cancellation may occur during the period.
6. Current position will be confirmed on request.

MILES SMITH, ONE AMERICA SQUARE, 17 CROSSWALL, LONDON, EC3N 2LB
TELEPHONE: 020-7977-4800

NOTE TO CONTRACTOR
This document is sufficient evidence to your Principal of the existence of the above Insurance Arrangements. Do not part with your original Policies. Please retain this original form and Send photostats to any Principal

SIGNED: [redacted]
DATED: 24 May 2019

MILES SMITH INSURANCE SOLUTIONS

BUSINESS DESCRIPTION

CCS Group Plc

Parent and Ultimate Holding Company and Property Tenants

Cleshar Contract Services Ltd

Specialist railway engineering contractors primarily on London Underground, also on Network Rail, Transport for London, Rail for London, Docklands Light Rail (DLR) and / or franchise operations / associated rail / tram operators. Activities include full facilities packages, track maintenance and renewal, building and civil engineering work, refurbishment of stations etc., track and station ground clearing, train cleaning, arboricultural and fencing works, track screeding, escalators, lifts and signal testing and maintenance. Welding services. Protection/Possession services.*

CCS use qualified staff to hand back track and escalators – London Underground ultimately control the turning on and off of track and giving the all clear for services to cease and resume.

General civil and building works undertaken outside of the railway environment work includes demolition and work at airports inside terminal buildings (including beyond security).

* It is noted by underwriters that an operative / operatives are trained to use air rifles for pest control services.

CCS Rail Ltd

Now dormant.

Infrastructure Training Services Ltd

Wholly owned subsidiary of Cleshar Contract Services Ltd – accredited training providers for Safety on Track Training (Protection Master Engineering Hours), Safety Induction Supplier Training and Fire Training Courses. Training services to London Underground Limited and Network Rail.

GPX Engineering Limited

Track welding services, including welding and grinding services on both the underground and Overground railways.

Attachment B

bsi.

By Royal Charter

Certificate of Registration

QUALITY MANAGEMENT SYSTEM - ISO 9001:2015

This is to certify that:

Cleshar Contract Services Limited
Heather Park House
North Circular Road
Stonebridge
London
NW10 7NN
United Kingdom

Holds Certificate Number: FS 60827

and operates a Quality Management System which complies with the requirements of ISO 9001:2015 for the following scope:

The management of major and minor building, construction and civil engineering contracts including the railway environment, involving the provision of specialist and Safety Critical operatives, plant, materials and subcontractors, all to customer standards and specifications. The management of term facility contracts including track and tunnel cleaning, track maintenance and renewals, vegetation and arboricultural works and general and specialist cleaning services.

[redacted]

For and on behalf of BSI:

Original Registration Date: 2001-11-02
Latest Revision Date: 2019-02-21

Effective Date: 2019-03-11
Expiry Date: 2022-03-10

Page: 1 of 1

...making excellence a habit.™

This certificate was issued electronically and remains the property of BSI and is bound by the conditions of contract.
An electronic certificate can be authenticated online.
Printed copies can be validated at www.bsigroup.com/ClientDirectory

Information and Contact: BSI, Kitemark Court, Davy Avenue, Knowlhill, Milton Keynes MK5 8PP. Tel: + 44 345 080 9000
BSI Assurance UK Limited, registered in England under number 7805321 at 389 Chiswick High Road, London W4 4AL, UK.
A Member of the BSI Group of Companies.

Attachment C

Health, Safety, Quality & Environmental Policy

The CCS Board regards the ongoing Health, Safety & Welfare of its workforce and contractors as its primary goal and is committed to the avoidance of injury and ill health arising from the conduct of its activities. Additionally, effective Quality management and protection of the environment are afforded equal consideration.

The requirements of this Policy apply to the CCS Group Workforce. CCS further requires that all organisations it contracts with have, as a minimum, an equivalent commitment to HSQE and have established appropriate management systems to deliver against that.

In order to ensure effective HSQE management, CCS identifies all Health, Safety, Environmental and Quality risks and requirements associated with its activities. In assessing Health, Safety, Quality and Environmental risks, it identifies appropriate control measures, effectively communicating those measures and monitoring their ongoing implementation. In determining the processes needed for efficient Quality Management, it ensures that these are both appropriate and effective.

Detailed management of HSQE is addressed through the establishment of an Integrated Management System (IMS). The fundamental purpose of the IMS is to ensure the Company fulfills all its compliance obligations including those relating to pollution prevention. It is reviewed periodically to address changes in legislative, client or company requirements and remains reflective of the Company's activities at all times.

It ensures the supply of a direct and sub-contracted workforce that is competent in all regards and trained as appropriate, in:

- Legislative requirements
- National and International standards
- Client specific health, safety, quality and environmental requirement s
- Behavioural Safety principles, as they apply to the company's activities
- The Company's IMS and the Procedural requirements it contains for Health & Safety, Quality and Environment
- Company and Client's specific competence requirements
- Safe use of tools, equipment & PPE
- Methodologies associated with maximizing recycling and reducing the Company's carbon footprint.

The requirements of this Policy, and the supporting IMS, are communicated to all of those affected by them through various mechanisms including the Intranet, Emails, Newsletters, Safety Notice Boards, Toolbox Talks, Briefings etc.

The Board sets annual objectives relating to continual HSQE improvement and ensures the provision of adequate resources to achieve these objectives. Progress is reported on by the HSQE Director at Board meetings where HSQE is always the first item on the agenda.

All of the Group's HSQE activities are subject to a Programme of Audits, Inspections and Observations aimed at assuring the ongoing effective implementation of the IMS. Any issues identified as requiring remedial action are assigned to those persons best placed to rectify them and actions are monitored through to completion.

This Policy is subject, as a minimum, to annual review to ensure that it continues to reflect the absolute commitment of the CCS Board to HSQE in all works that the Company undertakes. CCS takes pride in achieving high levels of customer satisfaction through the quality of its workforce and activities. It also continually strives to deliver the highest reasonably practicable levels of environmental and safety performance.

Nothing is more important than ensuring that all of our workforce and contractors go home safely at the end of each day. To this end, the Board asks everyone to engage with this Policy in ensuring the achievement of this goal.

Michael Horgan
Managing Director **May 2019**

POSITIVE THINKING DELIVERS SAFETY

CLESHAR I.T.S. GPX

Page 1 of 1 **Version: 3.1**

Attachment D

Daily Pre Work Activity Checklist

LOCATION OF WORK SITE.	PWT/SPC (Print):	Signature:	DATE

Ref	PRE WORK CHECKS	TICK BOX	If any requirements are not met then you must notify management and email a copy of this form to *the relevant LU vegetation manager* PLEASE LIST ALL COMMENTS HERE
1	ALL STAFF PRESENT? ABSENCES REPORTED TO OFFICE		
2	ALL BRIEFINGS GIVEN BY PWT AND LOG BOOK FILLED OUT		
3	ALL CERTIFICATION CHECKED, IN DATE AND CARRIED AT ALL TIMES		
4	ALL PAPERWORK ON TABLETS SIGNED FOR TODAYS SHIFT		
5	ALL PPE CHECKED AND ALL STAFF WEARING CORRECT PPE		
6	FIRST AID AND FIRE POINT SET UP AND IN DATE		
7	SITE SET UP CORRECTLY? SITE BOARD,DRIP TRAY,SPILL KIT		
8	TOOLS / EQUIPMENT / LOLER CHECKED AND IN DATE BEFORE STARTING WORK		
9	WEATHER CONDITIONS SUITABLE FOR CLIMBING		
10	NO OPERATIVE APPEARS TO BE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL		
11	STEERING LOCK FITTED TO VAN		
12	ALL UNUSED MACHINES LOCKED IN STRONG BOX		

Attachment E

Shift Report

LINE		Job Ticket(s)/Reference
GANG		
		DATE:
Location FROM:	TO:	
BRS		
Weather	Hours from:	Hours to:

As a Safety Critical 'A' Post holder, I am fully aware of the requirements of the LUL policies on Alcohol and Drugs and I am booking on for duty in accordance with them.

Role	Name	Signature

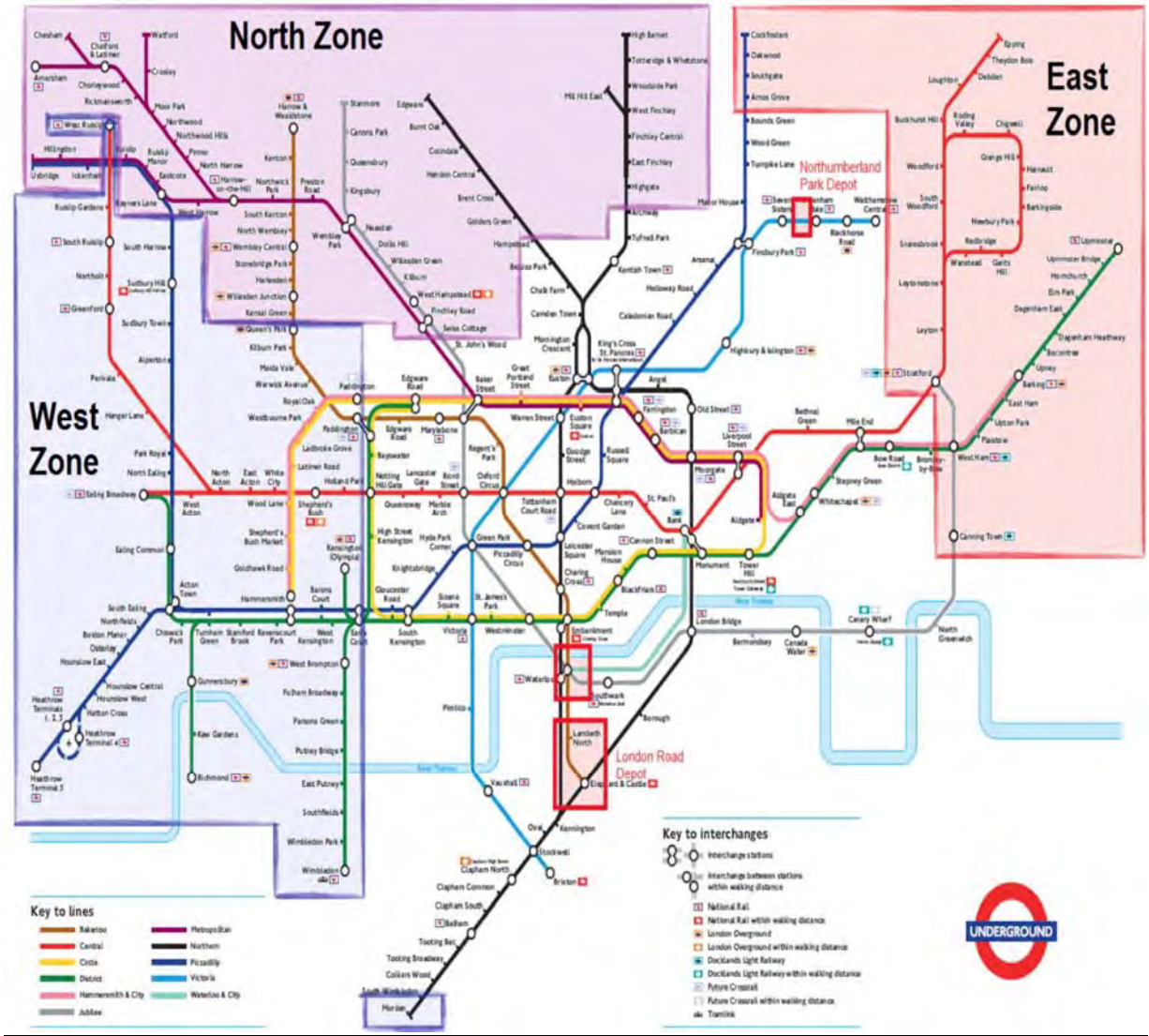
Tools/Type/Code

Delays / Downtime

Start Time	Finish Time	Progress

SPC SIGNATURE	DATE

Attachment F



SCHEDULE 5 - APPENDIX 4: TFL CORPORATE ENVIRONMENTAL FRAMEWORK

TfL Corporate Environment Framework

MAYOR OF LONDON

TRANSPORT FOR LONDON
EVERY JOURNEY MATTERS

Contents

1 Introduction - setting the context

2 Linking the framework to our goals

3 Managing environmental impacts, current and future performance

- Carbon, energy and climate resilience
- Air quality
- Noise
- Materials and resources management
- Pollution prevention
- The built environment
- The natural environment

Introduction

Setting the context

At Transport for London (TfL) we play an important role in supporting the Capital's economy and quality of life. We run a large operation; our services accommodate 30 million journey stages every day. We provide vital transport services and promote sustainable options that keep our city moving. In doing this, we have a responsibility to manage the environmental impacts of our activities.

London's population is increasing, and our services are growing to meet this need – we're delivering new services, greater frequency, more capacity and improved reliability.

There are challenges to be met in terms of rising costs, legal pressures and also opportunities to use good practice, innovation and smart technology.

However, we start from a good position – our environmental performance has some world class examples of good practice and we have already met some of our previous targets.

Environmental issues present us with both opportunities and challenges. Some enable us to manage costs more effectively through, for instance, reducing energy and water use. We are also improving the potential of habitats that are around our networks, so contributing to London's quality of life. Some of the challenges relate to changes in legislation, public health issues, provision of stable energy supply and planning for the impacts of extreme weather on service delivery.

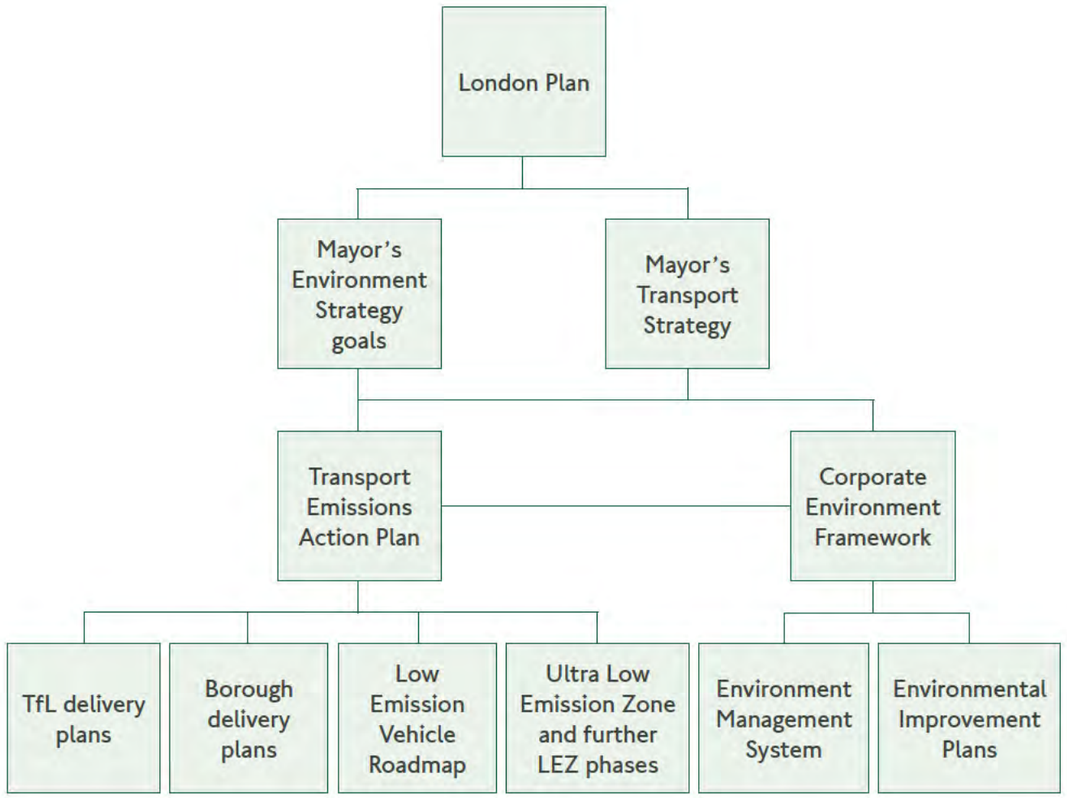
This framework describes our vision and ambition for environmental performance over the longer term. It clarifies our priorities and explains how they will be delivered in a way that meets stakeholders' needs. The important environmental areas for us are set out along with objectives and targets. They illustrate why these issues are important, what we want to achieve, how they will be achieved and how we will measure progress.

The framework covers the environmental impacts of our directly managed activities and operations, for example, delivery and operation of transport services, projects, maintenance and office functions. It also describes measures that will help us to deliver, and where possible improve, environmental legal compliance and meet other needs, for example, national requirements.

One of the principal aims of this framework is to show the contribution that our directly managed activities can make towards achieving the Mayor's environmental goals. Other elements of the Mayor's environmental aims that affect private transport across the city, are covered by other work we do, such as encouraging a reduction in emissions from vehicles in London.

It is designed to support our Business Plan and the Mayor's transport and environmental strategies. It is not intended to change existing priorities, but is focused on maximising the benefit of current and future plans.

The figure below shows how this framework fits into a programme of work that we are doing to help achieve Mayoral environmental strategies and policy.



About us

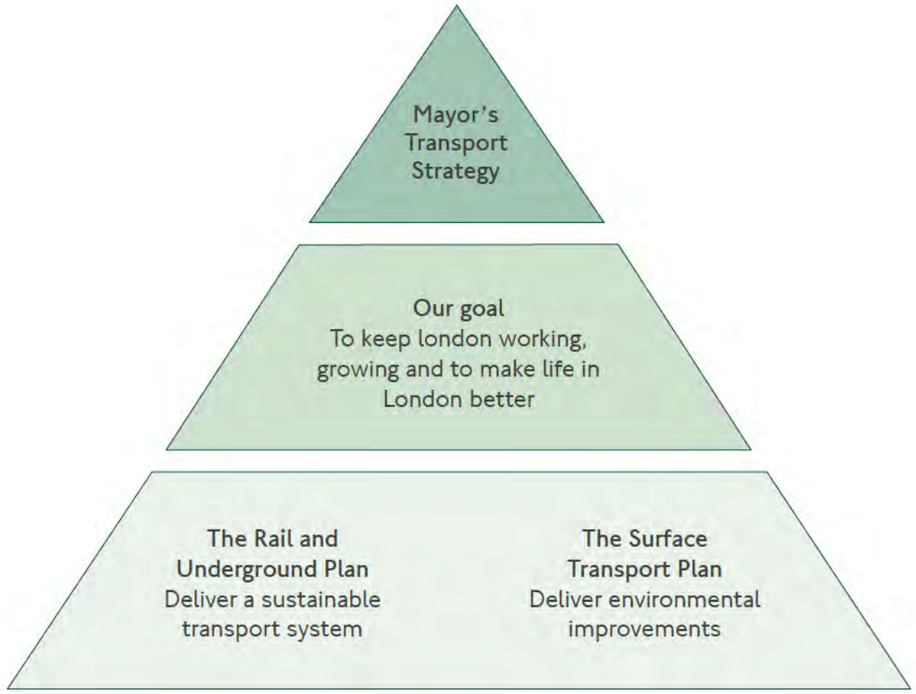
We are the integrated transport authority for the Capital and part of the Greater London Authority (GLA). We deliver the Mayor's Transport Strategy in partnership with London's boroughs and other transport providers, such as Network Rail and the train operating companies.

We comprise the following business areas:

- London Underground (LU) – operates London's Tube network, which sees more than 3.5 million passenger journeys a day. LU has 11 lines covering 402km and serving 270 stations. During peak hours, more than 500 trains operate
- Surface Transport – provides and manages a broad range of sustainable transport services and choices, including buses, cycling and walking. Bus passenger kilometres reached 8.2 billion in 2012/13. There were also 500,000 cycling journeys and six million walking trips taking place each day. We also carry 30 per cent of the Capital's road traffic on the Transport for London Road Network (TLRN)
- London Rail – responsible for Tramlink, the Docklands Light Railway (DLR), London Overground, Emirates Air Line and the development of Crossrail

Linking the framework to our goals

This framework shows how delivery of a sound environmental performance within our directly managed operations can help to achieve our Mayoral goals and our business goals.



Our goal is to keep London working and growing and make life in London better. When decisions are taken within our organisation we consider our customers and users, our people, our delivery and value for money. This framework helps to deliver in each of these four areas, as shown below:

Delivery
Embedding good environmental principles in project and service delivery to minimise and manage environmental impact

Customers
Enhancing customer service through the delivery of a sustainable, safe and integrated travel experience, minimising the environmental impact of our activities on our customers, neighbours and infrastructure

TfL's story

Value
Helping to deliver value for money by getting environmental performance right first time in operation and project delivery, by embedding policies and processes across the organisation

People
Ensuring that all our people understand their role in environmental performance, and how they contribute, to enable them to do the right thing

External influences that provide the context for this framework

We have set this framework in the context of potential influences or drivers that are likely to continue, increase or begin over the longer term:

- There will be more than 10 million people in London by the 2030s and we are committed to delivering a sustainable, effective system, both now and in the future
- We will continue our investment to provide a growing transport system to meet the predicted population rise in London. This will include new infrastructure and services, increased frequency, improved systems and new technologies
- We will continue to develop and deliver world-class services and policies that encourage people to choose more sustainable modes of transport
- We will continue to use world-leading technologies, including customer information systems
- There will be an increased emphasis on the importance of living and working in healthy environments. We will continually focus on improving London's air quality and reducing transport-related air pollution emissions
- Energy costs are likely to rise owing to the increasing uncertainty of fuel sources, volatility of world markets and the Government's energy market reform. There will be a growing focus on the need to achieve energy efficiency and security of energy supply
- There will be a need to reduce transport-related carbon emissions to help tackle climate change and to meet the targets set out in national plans and the Mayor of London's statutory strategies
- We must prepare for future extreme weather and the changing climate, for example warmer, wetter winters; hotter, drier summers; and more frequent storm events and the associated likelihood of an increase in pests and diseases
- There will be an increased focus on delivering resilience to water shortages, reducing the overall use of water and water-related costs, and using more non-potable water where this is more suitable
- The cost of waste management will rise while the availability of landfill is decreasing. There will be a corresponding move from 'generating waste' to reusing and recycling materials because they a valuable resource
- There is likely to be an increased value placed on the provision of natural environments in urban settings, including using green walls and roofs
- There will also be a higher value placed on having a well-structured, cohesive urban realm

Essential principles

Underlying and supporting the strategic areas, objectives and targets set out in this framework are a set of common good practice environmental management principles. These are, and will continue to be, vital to ensuring their delivery:

- We consider the environment an issue that is integral to our business delivery, from inception to completion and operation of our capital projects and programmes
- We prevent and design out potential causes of negative environmental impacts in the early stages of our work
- We set and regularly review environmental targets and report publicly on how we are doing
- We deliver good environmental performance, both in-house and through our suppliers
- We identify and use good practice and innovation when designing, procuring, operating and maintaining transport infrastructure, vehicles and rolling stock
- We exceed, where possible, relevant environmental legislation to ensure that all our operations comply with legislation and encourage good practice
- We apply responsible environmental management techniques
- We will continue to implement and develop our environmental staff engagement programme

How we deliver environmental performance

We operate a well developed Health, Safety and Environmental Management System (HSEMS) to ensure that our environmental impacts and performance are well managed. The HSEMS is regularly reviewed to take into account changes in business activities, responsibilities and legislation.

At the heart of the HSEMS are the health, safety and environment (HSE) policies, supported by a number of standards and procedures, that set requirements for our activities. The HSE policies call for us to comply both with the spirit and the letter of environmental legislation and to improve our environmental management and performance.

We also manage the environmental performance of our projects and programmes through procurement and project management processes.

Our businesses and many of our contractors produce annual Environmental Improvement Programmes, which set objectives, priorities and targets for the year ahead. We will continue to deliver some of our environmental performance in partnership with our supply chain, setting specifications, franchise and contract requirements that are closely aligned to our goals and targets.

London Tramlink

We monitor and report on our environmental performance regularly – periodically to internal business units, quarterly to our Safety and Sustainability Panel and annually to the public, through our Health, Safety and Environment Report. This includes information on our environmental performance and that of our main suppliers.

Why have we developed this framework?

It is important for us to set out how we will deliver our plans while maintaining the best environmental performance possible. While our Business Plan and funding is set out for the next decade, having this vision for environmental performance helps us to identify where further effort and support will be needed.

Our environmental performance is good. However, using the underlying principles set out previously, we are committed to improving it further, especially as we are delivering more infrastructure and services.

There are strategic environmental areas that are important to us and our stakeholders. For each one, this framework sets out updated objectives and targets to illustrate why these issues are important, what we want to achieve, how they will be achieved and how we will measure progress.

Our key strategic areas are:

Air quality
Reducing polluting emissions and exposure to air pollution in London

Carbon, energy and climate resilience
Reducing carbon emissions and preparing for the potential impacts of climate change and extreme weather

Resource management
Using resources (including water) wisely and minimising waste

Noise
Managing and controlling transport-related noise and vibration

Natural environment
Respecting, protecting and enhancing the natural environment and its contribution to the quality of life

Pollution prevention
Proactively managing our activities to minimise and control pollution

Built environment
Respecting, protecting and improving the built environment and enhancing the quality of the travel experience

We have developed five-year delivery plans that support each of the strategic goals. Highlights are summarised in the following sections.

Managing environmental impacts, current and future performance

Crossrail is reusing excavated materials at Wallasea Island for the Royal Society for the Protection of Birds

Carbon, energy and climate resilience

Reducing carbon emissions and preparing for the potential impacts of climate change and extreme weather

We are currently the single biggest consumer of electricity in London and one of the top 10 in the UK. Electricity consumption is a significant contributor to climate change and we have a responsibility to use energy efficiently.

As we continue to invest in transport infrastructure and service capacity, one of our major challenges is how to reduce total carbon emissions. Progressively improving the efficiency of our operations is essential if this is to be achieved.

Approximately half of our carbon dioxide (CO_2) emissions come from electricity used for powering the Tube; the other half is associated with hydrocarbon fuel use in buses, support fleet vehicles and emissions from the taxis and private hire vehicles that we license.

Achievements

We set a target to reduce the normalised CO_2 emissions (measured in grams of CO_2 per passenger kilometre) from our main public transport services by 20 per cent in 2017/18, against a 2005/06 baseline (equivalent to 1990 emissions). In 2013, we reported a fall in normalised emissions to 61 grams equivalent CO_2 (CO_2e) per passenger kilometre, slightly more than 20 per cent below the baseline (77 grams CO_2 per passenger kilometre). As a result, we achieved the 2017/18 target in 2013. We are now setting a more ambitious goal to support the Mayor's aim of a 60 per cent CO_2 reduction in London by 2025.

We have looked at how we purchase electricity, including considering lower carbon and diversified sources, and have introduced procurement processes to develop this further. We have also put in place a range of measures to help monitor and manage our electricity use. These include installing automatic meters at more than half of our Tube stations and in many surface transport operational premises and demonstrate carbon assessment into project decision-making and management.

In addition, we have implemented energy efficiency initiatives across our head offices, Underground and Surface Transport business areas. Those that ensure efficient use of electricity to power Tube trains are best delivered as lines and trains are upgraded. Measures implemented during recent improvement work, for instance on the Victoria line, include using regenerative braking – where energy otherwise lost when trains slow down is captured and made available for use by following trains.

A number of innovative measures have been tested at Vauxhall bus station, Walworth bus garage, head office buildings and at Leicester Square and Sloane Square Tube stations. These include renewable energy, lighting, centralised cooling and heat recovery systems, plus automation and control technology. The most successful measures will be introduced elsewhere across our organisation.

We have significantly reduced CO_2 emissions from our bus fleet by introducing hybrid engines. Also, in our support fleet, the specification for grams per kilometre of engine emissions has consistently improved. There is also the successful ongoing Destination Green staff engagement campaign and awards,

Head Office Environment Champions and LU's Energy Saving Challenge.

We have assessed and evaluated the impacts of extreme weather and future climate change on our assets and services, referencing the 2009 United Kingdom Climate Projections (UKCP 09). We have focused on the predictions for Greater London rainfall and temperature in the 2020s, 2050s and 2080s. With today's extreme weather, we have a proactive planning approach in response to forecasts. We aim to run as many services as possible and provide accurate real-time information as a situation develops, and this has received positive feedback following the winter storms and rain of 2013/14.

Objectives

- We will minimise our energy use and therefore the carbon emissions of assets, buildings and vehicles
- We will use energy-efficient and low-carbon principles are embedded across all levels of the organisation
- Our energy will come from verifiable low-carbon or renewable energy sources
- We will minimise the risks to people, operations and assets from extreme weather and climate change

Targets

We will contribute towards achieving the Mayor's target of a 60 per cent reduction in CO_2 emissions by 2025 (against a 2013 baseline) by aiming for a 40 per cent cut in TfL CO_2 emissions.

We will further reduce the amount of carbon per passenger journey by cutting emissions of CO_2 per passenger kilometre by 40 per cent by 2025 (against a 2013 baseline).*

A 40 per cent reduction in overall CO_2 emissions is a stretching target as our planned increase in services and infrastructure will result in a further rise in energy use. To fully meet our targets requires the reduction in the carbon intensity of grid electricity as projected by the Government's Committee on Climate Change.

We will achieve these targets by:

- Diversifying energy supply to increase the amount of decentralised energy from local generators in London. Our aspiration is to achieve 20 per cent of annual demand from these sources by 2016 and 40 per cent by 2020
- Embedding energy efficiency and resilience in business processes, for example business cases, design and procurement
- Introducing a programme of energy efficiency improvements for our assets and buildings, using the GLA's RE:FIT methodology where appropriate
- Developing a culture of energy efficiency and low-carbon behaviour across the organisation through, for example, staff engagement initiatives and performance management

TfL is delivering energy efficient lighting at many tramstops, stations, tunnels and buildings

- Using low-carbon fuels and vehicles in our fleet, including the hybrid bus roll-out; biodiesel bus pilot; trialling and promoting electric vehicle and hydrogen fuel cell technology for buses, Dial-a-Ride vehicles and our support fleet; and working with Government agencies to achieve our goals
- Taking a risk-based approach to identifying and managing key weather and climate vulnerabilities. We will keep our identified risks as low as is reasonably practical and will review them on a regular basis

Measuring progress

We will measure and publicly report on our carbon emissions against an annual forecast. This will cover the emissions that we have control over, for instance arising from buses, Underground and Overground trains, DLR, Tramlink and head office buildings.

We will also report on weather and climate change resilience reviews and plans.

* Under review following new information

Air quality

Reducing polluting emissions and exposure to air pollution in London

We are a key partner in delivering the Mayor's Air Quality Strategy, through policy measures such as the Low Emission Zone, delivering sustainable transport options and promoting low-emission vehicles, walking, cycling and smarter travel choices.

We aim to reduce emissions to air from our bus fleet, the taxis and private hire vehicles we license and our support fleet. We also aim to lead by example, demonstrating good practice in the type of vehicles we use and how they are operated. Combustion of fuel results in emissions of pollutants into the air as particulate matter (PM) and oxides of nitrogen (NO_X).

The Transport Emissions Action Plan sets out our continuing work to achieve air quality improvements from wider, private transport in the Capital. This includes plans to develop an Ultra Low Emission Zone in central London by 2020. The environmental performance related to this is outside the scope of this framework.

Achievements

We are proud to have the cleanest bus fleet in the UK as a result of fitting diesel particulate filters (DPFs) to Euro II and III vehicles and introducing diesel-electric hybrid buses, including the New Routemaster. NO_X emissions will be reduced further with the early replacement of approximately 900 Euro III vehicles with Euro VI models and retrofitting the remaining Euro III buses in the fleet with selective catalytic reduction equipment.

Similar efforts are being made to reduce emissions from other parts of our fleet. Trials of ultra low-emission vehicles will continue in the support fleet and DPFs are being fitted to Woolwich Ferry vessels. We are also working with the taxi and private hire industry to encourage the introduction of ultra low-emission vehicles.

The Mayor has called on local authorities to introduce innovative measures to improve air quality through the Mayor's Air Quality Fund. This builds on lessons learnt from the Government-funded Clean Air Fund, which:

- Trialled dust suppressants
- Fitted DPFs on buses on routes through air quality priority areas
- Encouraged behaviour change through public campaigns and advice for drivers of taxis and private hire vehicles
- Researched the air quality benefits of green walls

We have reduced dust from our construction activities, for example, at the Tottenham Court Road and Victoria station upgrade projects, and cut vehicle air emissions associated with freight transport by developing detailed delivery and equipment removal plans.

Objectives

- We will work towards zero pollutant emissions from our fleet vehicles
- We will include air quality requirements in policies, projects and contracts

Our electric bus on trial from Victoria to Waterloo

Targets

We will seek to support the Mayor's air quality targets for London by delivering a 50 per cent reduction in NO_X emissions from the bus fleet by 2020, against a 2013 baseline.

We will reduce PM emissions from the bus fleet by 25 per cent by 2020, against a 2013 baseline.

These targets are ambitious but will be achievable through a range of measures including:

- Delivering selective catalytic reduction to reduce NO_X emissions from Euro III buses
- Introducing 1,700 hybrid buses by 2016
- Implementing a technology and fuel demonstration programme to reduce emissions from buses, including trialling hydrogen and electric buses
- Continuing to implement our support fleet environmental policy, working with the Office for Low Emission Vehicles to achieve air quality and carbon reduction goals
- Working in partnership with Government, the EU and other transport organisations and technical experts to continue trialling new technologies and fuels. Hydrogen buses are a small but important part of the fleet and the first electric buses began running in London 2014. Infrastructure development will continue to support these emerging technologies and trials of wireless induction charging is the next important step
- Specifying, through procurement and contracts, that our suppliers must meet emission requirements for their vehicle fleets

Measuring progress

We will measure and report publicly on the 50 per cent reduction target for NO_X and 25 per cent reduction target for PM emissions by 2020, against an annual forecast.

Noise

Effectively managing and controlling transport-related noise and vibration

Noise is an important part of determining quality of life in the Capital. Sound levels or vibration from transport, such as train and vehicle movements, construction works or public announcements, can affect those who work or live close to the transport system.

We want to ensure that noise disturbance is minimised wherever possible. As a result we make every effort to specify noise limits and good practice on construction sites, trains and vehicles that are at least as good as statutory standards. We also make sure public announcements at stations are limited to the minimum required.

We have to balance the need to deliver improvement projects quickly with an obligation to reduce noise nuisance, especially at night, to residential and business neighbours, in partnership with local planning authorities.

Achievements

Construction activities are monitored carefully to ensure that agreed noise limits and operating hours are adhered to. We communicate plans for out-of-hours working to neighbours in advance.

We have recently seen a significant increase in construction works as part of our improvements, including for Crossrail and on major LU projects. This is in addition to our regular maintenance. While associated noise complaints often mirror the amount of construction work taking place, there has been a gradual decline in the number of noise complaints that we receive.

Much has been done to reduce noise from buses, trains, support fleet vehicles, rail and road surfaces, and we will continue to trial and use improved technology and materials. Measures have been implemented that help us minimise noise, especially during night-time engineering hours.

Objectives

- We will reduce noise and vibration from our vehicles and rolling stock
- We will reduce noise and vibration from our transport infrastructure and operations
- We will reduce noise and vibration from our maintenance and improvement programmes
- We will develop a target for surfacing the TLRN with lower-noise materials

Targets

- Reduce the number of noise-related complaints
- Respond to 100 per cent of noise and vibration complaints regarding rail services within 10 working days, and deal with 90 per cent of these within the target date
- Review the Section 61 (construction noise consenting) process and deliver improvements applicable to large, medium and small projects
- Ensure 90 per cent of buses in our fleet are at least two decibels quieter than the required legal limit by 2015

We will achieve these targets by:

- Continuing to test and use improved technology and materials, including targeted trials for solutions relevant to specific locations, with the aim of reducing noise impacts
- Ensuring effective communication with local residents and businesses potentially affected by noise or vibration from construction and maintenance activities
- Producing a regular summary of rail complaints by, for instance, service area
- Developing a tool showing areas with jointed track and a programme for replacement
- Completing the roll-out of quieter trains on all LU sub-surface lines by 2016

Measuring progress

We will measure and report annually on progress in achieving our noise targets and the associated delivery plans.

Our new trains are quieter for customers and neighbours

Materials and resources management

Using resources (including water) wisely and minimising waste

We aim to ensure that we use resources responsibly, by minimising our consumption of natural resources and encouraging the reuse and recycling of materials. The amount of waste produced increases or decreases in direct relation to the volume of maintenance or construction activities carried out as we expand our transport services. We intend to minimise waste as much as possible and reach a position where 'unwanted' materials are no longer referred to as 'waste', but are considered a potential resource.

Some of our businesses have a good track record in recycling up to 99 per cent of waste materials, but we can do more by sharing good practice across the entire organisation. While the amount of unwanted materials produced depends on the nature of the work being carried out, opportunities for designing-out waste and reusing and recycling apply to all construction projects.

Achievements

Our head offices achieve the Department for Environment, Food and Rural Affairs (Defra) good practice water consumption target of $6m^3$ per full time equivalent (FTE) person per year. They also achieve recycling rates of 62 per cent (working towards a target of 75 per cent).

We have standards promoting the use of sustainable drainage. There are also growing numbers of water recycling systems for train, bus and coach depots and stations. Green roofs have been installed at key head offices, depots and stations to help capture rainfall.

We have worked to achieve excellent local reuse of waste on construction or maintenance projects. For example, some of the work on the Metropolitan line embankments achieved 100 per cent reuse of waste materials.

Objectives

- We will continue to minimise generation of waste as far as possible
- For any waste still generated, we will develop a normalised target for reduction, for example, per project spend or passenger kilometre
- We will develop a target for reducing hazardous waste
- We will prioritise reuse of resources and maximise opportunities for recycling unavoidable waste, using innovation and new systems where practical
- We will optimise opportunities to recover energy from remaining waste
- We will continue to purchase reused materials or those with a high recycled content

Targets

- We will reuse, recover and recycle 99 per cent of non-hazardous waste, with interim targets of 30 per cent for recovery by 2031, in line with The London Plan
- Our head offices will aim to achieve a shift from current Defra good practice performance of $6m^3$ water consumption per FTE to Defra best practice of $4m^3$ per FTE

We will achieve these targets by:

- Designing-out waste in construction and design
- Delivering a reduction programme for hazardous waste
- Continuing to invest in low-use and recycled water technologies
- Developing a system to quantify how much we spend on having our waste treated, recycled and disposed of to help us target priorities for where to reduce waste
- Creating a waste exchange process for our organisation and contractors
- Requiring larger capital projects and programmes to achieve external sustainable building or infrastructure certification, equivalent to 'very good' or 'excellent' where possible

Measuring progress

We will measure and report annually on progress made towards achieving our targets and key programme delivery.

Our construction site at Tottenham Court Road is recycling and reusing all of its waste

Pollution prevention

Proactively managing activities to minimise and control pollution

Our activities require the use of materials and substances such as fuels, oils and solvents that could pose an environmental risk if not managed properly. Our HSEMS puts controls in place to prevent spills, leaks and incidents. There are opportunities to further prevent pollution through designing-out or minimising the use of harmful substances where possible, as well as good management practices.

Achievements

We have assessed the risk of pollution and ensured controls and contingencies are built into local emergency plans. Our HSEMS, along with training for staff and contractors, helps to encourage good management practices, but there is more that could be done to improve some of our operating premises, and those of our main suppliers. Opportunities to 'design-out' pollution will be taken, where possible, for new premises or during refurbishment.

Audits are carried out to check that procedures are being followed at our buildings, construction sites and main suppliers' operational premises. We follow an incident reporting procedure to establish trends and inform the audit and remedial works programme.

Objectives

- We will embed best practice to prevent pollution
- We will minimise the risk of pollution and ensure no pollution incidents occur as a result of our activities

Targets

- Zero pollution incidents each year

We will achieve this target by:

- Annually assessing and reducing risk for our highest risk sites
- Improving processes for reporting and investigating environmental incidents

Measuring progress

We will measure and report annually against our pollution prevention target and on progress with our delivery programmes.

We regularly deliver spill prevention training

The built environment

Respecting, protecting and improving the built environment and enhancing the travel experience and wider quality of life that London offers

We are helping to achieve the London-wide aim of improving the built environment, or urban realm. This contributes to the quality of life in the Capital and helps to create a strong sense of place, for example at interchanges.

Through sustainable design and construction, we can reduce exposure to pollution and noise and help to prevent crime. We aim to lead the way in designing measures to manage rainwater run-off and make the city increasingly resilient to more frequent extreme weather events.

In addition, many of our buildings, stations and assets have a strong heritage that contributes to London's identity, that we have a responsibility to preserve.

Achievements

Steps have been taken to enhance the pedestrian environment by removing clutter, recognising the needs of people with disabilities and improving the appearance of the urban realm. In addition to improving our own networks, we support work through the boroughs' Local Implementation Plans.

Huge efforts have been made to improve cycling infrastructure, stations and interchanges, which is helping to enhance London's reputation as a place to visit and do business. Working with other transport authorities and partners, we have achieved excellent design on schemes including Windrush Square in Brixton, Kingsland High Street in Hackney, the King's Cross terminal and new Crossrail stations. Several projects have received honours, including Civil Engineering Environmental Quality Assessment awards and Building Research Establishment Environmental Assessment Method awards, in recognition of best practice.

We share experience and good practice with borough councils, housing associations and built environment professionals through guidance documents that make up the Streetscape toolkit and supporting Urban Design London to share best practice.

Objectives

- We will develop a target for the number of schemes achieving an improvement in urban realm scores
- We will improve the built environment to support an integrated, safe and seamless travel experience
- We will protect and restore our heritage assets
- We will embed sustainable design and maintenance solutions to enhance development of the built environment
- We will apply a holistic approach to design governance across the organisation
- We are recognised as a leader in design standards for the built environment

We will achieve these objectives by:

- Implementing a programme to update design and material guidance and, in 2014, we will publish:
  - Refreshed London cycling design standards
  - Refreshed Streetscape guidance for the TLRN
  - Guidance for the development of our stations and interchanges
  - Pedestrian Design Guidance
- Surveying, recording and understanding our assets and their heritage value, to identify opportunities for conservation and restoration
- Exploring and developing a method to measure improvements in the quality of the built environment starting in 2015
- Continuing to work with English Heritage, conservation officers and other interested stakeholders to share information and develop best practice
- Communicating the value of the built environment across our organisation

Measuring progress

We will measure and report annually on progress against our built environment activities and delivery plans.

We deliver schemes to improve all aspects of the urban realm

The natural environment

Respecting, protecting and enhancing the natural environment and its contribution to the quality of life

We have significant land holdings across London, particularly along track sides and the verges of the TLRN. These spaces provide vital habitat for flora and fauna as well as green links through the Capital. The natural environment is a key contributor to improving the quality of life in London.

In addition, adding 'green infrastructure' can provide ecosystem services including ecological benefits, capturing polluting particulate matter, providing shading and cooling and reducing the speed and nature of run-off water.

The pressures on the natural environment continue to increase as there is more competition for space, both on and off our networks. We are also seeing a rise in pests, diseases and weed species such as Japanese knotweed.

Achievements

LU's Biodiversity Action Plan and the Green Estate Management Plan for the TLRN set out our plans to continue managing the natural environment responsibly, and to look for opportunities to enhance the value of our land as a habitat and resource to be enjoyed by residents and visitors.

We have robust processes in place to protect the natural environment and install green infrastructure whenever possible. These also help us to react quickly to threats, such as outbreaks of oak processionary moth caterpillars.

Objectives

- We will protect, manage and enhance the natural environment within our land holding
- We will develop the habitat and biodiversity potential of the natural environment
- We will develop a valuation system to measure losses and gains, building on the experience we gained when working with the boroughs to place a value on street trees
- We will manage the natural environment to help alleviate the impacts of extreme weather and climate change

Target

- We will measure and report on the percentage of our land holding with improved habitat and biodiversity quality

We will achieve this by:

- Publishing a refreshed Green Estate Management Plan for the TLRN
- Communicating the value of the natural environment across the organisation, including improving skills and competence relating to key biodiversity issues
- Developing a method to measure biodiversity losses and gains starting in 2015
- Surveying and recording the biodiversity value of our assets to identify priority areas for protection and enhancement as part of management plans

The Emirates Air Line

- Developing and improving plans to inform future management and enhancement of the natural environment and to help reduce the impacts of extreme weather events and climate change. Starting in 2015, this will include:
  - Biodiversity protection and enhancement
  - Succession planting
  - Control of pest and diseases
  - Control of harmful weeds and invasive plants
- Continuing to work with Natural England, the Forestry Commission, the London Tree Officers Association, RSPB and other interested stakeholders to share information and develop best practice

Measuring progress

We will measure and report annually on progress against our objectives and target for improved habitat and biodiversity quality.

© Transport for London
Windsor House
42 – 50 Victoria Street
London SW1H 0TL

June 2014

tfl.gov.uk

DJ14006_EnvironmentStrategy_170614

SCHEDULE 5 - APPENDIX 5: ENVIRONMENTAL PLANNED GENERAL INSPECTION TEMPLATE

Environmental Planned General Inspection (EPGI) Report

Ref :		**Inspectors:**		**Period No:**	
Date:		**Location:**		**Work Order No:**	

No	Aspect	Description of Inspection Finding, Action Required, Responsibility:	D code	A1	A2	B	C	GP	Sample Picture	Action By, Date Rectified, Comments:
1										
2										
3.										
4.										
5.										

General Comments

[Insert comments here]

Environmental Planned General Inspection (EPGI) Report

Ref :		Inspectors:		Period No:	
Date:	18/04/18	Location:	Track area Leytonstone – Leyton..	Work Order No:	

DISPARITYCODES (Determined by the MGC checklist included in MR-GN-10018)

Please include category & number in the Disparity Code column on the front sheet/first page

SAE	Site Access & Egress
1	Signage
2	Security
3	PICER
4	Passport to safety
5	Briefings
6	Emergency planning
7	NOWAS
8	HSE notification
9	Sabre Access
10	Signing in

E	Environment
1	Waste & Litter
2	Noise, Nuisance & Vibration
3	Hazardous Substances
4	Atmospheric pollution
5	Water system pollution
6	Land contamination
7	Natural Resources & Energy
8	Harm to Wildlife & Landscape
9	Harm to Heritage & Highway

DF	Documentation & Files
1	Licenses
2	Method Statements
3	Registers
4	Fire arrangements
5	H&S/Design Risk assessments
6	PAT testing
7	Quality Plans
8	HSE Plan
9	Aspects & Impacts assessment
10	Site Waste Manage Plan
11	Accident book
12	IRF's
13	Permits to work
14	Tool Box Talks
15	Training
16	Site files
17	Scaffold Management
18	Equipment manuals

CH	Control of Hazards	
	Physical hazards	
1		slippery/uneven ground
2		Falling from height
3		Objects falling from height
4		working space
5		Ergonomics
6		Manual handling
7		entrapment/entanglement
8		Road/pedestrian
9		Rail/derailment
10		Fire & explosion
11		thermal environments
12		repetitive tasks
13		Violence
14		Stored energy
15		harmful energy emmissions
16		Non-ionising radiation
17		Ionising radiation
	Chemical Hazards	
18		Inhalation of dusts/fumes
19		contact/absorption
20		Ingestion
21		oxidising
22		lack of oxygen
	Biological hazards	
23		Inhalation of virus/bacteria
24		Blood-Born Pathogens
25		Ingestion
	Psychological hazards	
26		Workload
27		Intimidation/threat of Violence
28		Stress
29		Fatigue

PC	Personnel Certification
1	ID cards/entry permits
2	Fire safety
3	Track training
4	Machine room
5	Fire watchman
6	SPIC
7	Electrical Isolation
8	First Aid
9	Track Posession
10	Track Protection
11	Train Master
12	Track Lookout
13	Leptospirosis card
14	Security/guarding
15	Other CSCS certification

HW	Health & Welfare
1	Lighting
2	Fire precautions
3	Toilets
4	Hot water
5	Drying/mess room
6	Changing areas
7	Drying room
8	Potable drinking water
9	Pipework/waste clearance
10	First Aid facilities
11	HSE law poster
12	General Housekeeping

Environmental Planned General Inspection (EPGI) Report

Ref :		**Inspectors:**		**Period No:**	
Date:		**Location:**		**Work Order No:**	

	HAZARD CODES	
Hazard	**Response**	**Definition**
A1	**IMMEDIATE ACTION REQUIRED** Work must cease immediately and not restart until appropriate controls have been put in place to reduce the hazard classification to at least A2.	Contravention of a legal requirement and/or LU standards and/or practice likely to cause, death, permanent disability, loss of body part, extensive loss / impact on structure, equipment, materials, major pollution, destruction of local eco- systems, habitat or other environmental impact.
A2	The identified conditions should be rectified as soon as practicable in less than **14 days** or as directed by the inspecting authority.	Contravention of Health and Safety and Environmental legal requirements and/or LU regulations, standards, procedures, industry standard good practices or failure to adequately contain and store material, fuels or waste.
B	The identified conditions should be rectified as soon as practicable in less than **28 days**.	A condition or practice likely to cause injury, illness, pollution, destruction of local eco- systems, habitat, or extensive loss / damage to equipment, materials and structures. Less severe or disruptive than Class A1, or A2
C	As agreed at time of inspection	Any condition or practice likely to cause minor (non-disabling) injury, illness or non-significant environmental impact if not acted upon as soon as practically possible.
GP	None Required	Good Practice – this information should be shared with other areas and contractors to promote learning and continuous improvement.

Environmental Planned General Inspection (EPGI) Report

Ref :		**Inspectors:**		**Period No:**	
Date:		**Location:**		**Work Order No:**	

Item Number	Contraventions, Good Practices, findings, recommendations	Disparity Code	Hazard Class	Action by (date)	Action by (name)	Date Rectified
		(Please see previous pages)				

Environmental Planned General Inspection (EPGI) Report

Ref :		**Inspectors:**		**Period No:**	
Date:		**Location:**		**Work Order No:**	

Comments
Incidents or Near Hits identified during the PGI must be reported via the LUL incident line: 08442920292 Auto 1558

	Name (Print)	**Signature**	**Date**
Inspector			
Acceptor			
All remedial actions certified as completed			

Distribution:

Acceptor, Relevant Line Manager or DER, Local HSEQ Team

Continued on another sheet: /No

SCHEDULE 5 - APPENDIX 6: SITE NOISE AND VIBRATION EVALUATION CONTROLS

F5410 A3 Site Noise and Vibration Evaluation and Control

1.1 Purpose

The purpose of this form is to identify:

1. What controls are needed to reduce noise and vibration from your worksite
2. If your work needs A Section 61 Consent
3. If your work needs a letter drop and liaison with local residents or stakeholders

1.2 Guidance

This form must be completed when:

1) Local environmental risk assessment identifies noise and vibration as a issue.
2) TfL Pathway Project Management Framework Applicability Questionnaire identifies construction is taking place.

The Environmental Management Plan must be updated accordingly once this form has been completed. Risks must be transferred to the Risk Register/ARM / as appropriate

This form must be approved by the Project Manager (or equivalent in AP) and reviewed by an HSE Manager or Environment Manager. Review helps ensure effective internal communications in advance of works.

Before completing this form please read the Management of Site Noise from Maintenance and Construction Work Activities (G1374) document. G1374 contains a list of Best Practicable Means to control noise. Also in Appendix 1 of G1374 an events timeline is provided detailing the main actions to complete when dealing with noisy work.

1.3 Site Noise and Vibration Evaluation and Control

Note: Best Practicable Means to control noise and vibration needs to be applied at all times, even if a Section 61 is not needed.

Part 1: Works details		
1	Location of works	
2	Job reference number	
3	Job title	
4	Start date on site (including enabling works)	
5	End date	

6	Hours of work	
7	Scope of work	
8	Brief description of the work activities (including enabling works).	
9	Are other works, including 3rd party work, taking place near to your work site?	

Part 2: Site noise and vibration evaluation				
	Question	**Yes**	**No**	**Notes**
1	Are there residential properties / schools / places of worship, or other noise or vibration sensitive premises nearby?			Please include a site plan and photos showing the location of the work and the nearest receptors. State approximate distances to receptors.
2	If the site access is separate from the worksite - are there residential properties / schools / places of worship, or other noise or vibration sensitive premises near the access point?			Please include a site plan and photos showing the location of the work and the nearest receptors. State approximate distances to receptors. Will works be carried out in multiple locations?
3	If your work is near a station according to the Noise Sensitivity Register / Web GIS is it a red or amber station?			
4	Have there been complaints before in the area where you are working?			You can find out from the Community Relations Team.
5	Will works take place at unsocial hours?*			If yes, state duration of such works? If yes, explain why this work cannot be done in normal daytime working hours
6	Will noisy equipment be used? For example: Diesel generator Angle grinder Chainsaw Breaker Digger Piling rig			Please provide plant dB levels, if available.
7	Will there be materials or waste moved in and out of the site?			Provide details

8	Will materials be loaded and unloaded at street level near residents			Provide details
9	Are there designated parking places and welfare facilities?			How many employees on site? How many vehicles on site? Where will staff congregate?
10	Will disruptive works continue for 3 or more nights?			
11	Will disruptive works continue for 10 or more days?			
12	Will noise or vibration be generated frequently or continuously? i.e. for more than half the shift			
13	Will people hear or feel noise and vibration from outside the worksite?			

*Unsocial hours are from 1800 to 0800 weekdays, 1300 Saturday to 0800 Monday morning and throughout Bank Holidays.

If yes is answered to any questions above then it is likely a Section 61 consent will be needed. Consult your HSE Manager or Environment team

Does this site need a Section 61 consent?	Yes	No	Maybe
Reason for decision			
Action to be taken if the answer is Yes or Maybe			
Does this site need a letter drop or some other public liaison? A letter drop is needed as part of a Section 61. However if S61 is not needed but work is still noisy a letter drop may still be required.	Yes	No	Maybe
Reason for decision			
Action to be taken if the answer is Yes or Maybe			

Best Practicable Means will always apply even if a Section 61 is not needed.

	Name & Role	Date
Completed by		
Approved by		
Reviewed by		

Schedule 6
Form of Deed of Novation

THIS DEED is made on the [ ] day of [ ] 201[ ]

BETWEEN:

LONDON UNDERGROUND LIMITED a company registered in England and Wales under number 01900907 and having its registered office at Windsor House, 42-50 Victoria Street, London SW1 0TL (the "**Company**"); and

[ ] a company registered in [England and Wales] under number [ ] and having its registered office at [ ] (the "**Supplier**"); and

[ ] a company registered in [England and Wales] under number [ ] and having its registered office at [ ] (the "**New Company**").

WHEREAS:

(A) The Company has a framework agreement dated [ ] and referenced [insert contract number] with the Supplier pursuant to which contracts may be entered into for the provision of [describe in brief the scope of supply] (together the "**Contract**").

(B) The Company wishes to transfer [part of] its benefit and burden under the Contract to the New Company.

(C) The Supplier and the New Company have agreed to such transfer upon the terms and conditions of this Deed.

IT IS AGREED AS FOLLOWS:

1. In this Deed:

1.1 "**Transfer Date**" means [ ].

2. With effect from the Transfer Date:

2.1 the New Company undertakes to perform the obligations of the Company under the Contract and be bound by its terms in every way as if the New Company is and had been named at all times as a party to the Contract in lieu of the Company;

2.2 the Supplier releases and discharges the Company from all demands and claims whatsoever in respect of the Contract and accepts the liability of the New Company in relation to the Contract in lieu of the liability of the Company and agrees to be bound by the terms of the Contract in every way as if the New Company were and had been a party to the Contract at all times in lieu of the Company;

2.3 for the avoidance of doubt, it is hereby expressly agreed that:

(a) 2.3.1any and all rights, claims, counter-claims, demands and other remedies of the Supplier against the Company accrued under or in connection with the Contract prior to the date hereof shall be exercisable and enforceable by the Supplier against the New Company; and

(b) 2.3.2any and all rights, claims, counter-claims, demands and other remedies of the Company against the Supplier accrued under or in connection with the Contract prior to the date hereof shall be exercisable by the New Company against the Supplier.

2.4 the Company transfers its rights and obligations under the Contract to the New Company.

3. A person who is not a party to this Deed may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

Executed as a deed by the parties and delivered on the date of this Deed

Executed as a deed by affixing the Common Seal of)
London Underground Limited)
in the presence of:-)

…….
[Authorised Signatory]

Executed as a deed by [SUPPLIER])
acting by)

…….
[Authorised Signatory]

and)

…….
[Authorised Signatory]

Executed as a deed by [NEW COMPANY])
acting by)

…….
[Authorised Signatory]

and)

…….
[Authorised Signatory]

Schedule 7

Form of Parent Company Guarantee and Performance Bond

THIS GUARANTEE is made on the [ ] day of [ ] 201[ ].

BETWEEN:

(1) [ ] a company registered in England and Wales under number [ ] and having its registered office at [ ] (the "**Guarantor**");

(2) [ ] a company registered in England and Wales under number [ ] and having its registered office at Windsor House, 42-50 Victoria Street, London SW1H 0TL (the "**Company**" which expression shall include its successors in title and assigns); and

(3) [ ] a company registered in England and Wales under number [ ] and having its registered office at [ ] (the "**Supplier**").

WHEREAS:

(A) This Guarantee is supplemental to a framework agreement pursuant to which contracts may be made (together the "**Contract**") for the carrying out of [ ] at [ ] made between (1) the Company and (2) the Supplier.

(B) The Guarantor has agreed to guarantee to the Company the due and punctual performance of the Contract by the Supplier in the manner hereinafter appearing.

(C) The Supplier is a party to this Guarantee in order to confirm its request that the Guarantor provide this Guarantee on the terms set out herein.

NOW IT IS HEREBY AGREED as follows:

1. The Guarantor unconditionally guarantees to the Company the proper and punctual performance and observance by the Supplier of all its obligations, warranties, duties, undertakings and responsibilities under the Contract and shall forthwith make good any default thereunder on the part of the Supplier and the Guarantor shall pay or be responsible for the payment by the Supplier to the Company of all sums of money, liabilities, awards, losses, damages, costs, charges and expenses that may be or become due and payable under or arising out of the Contract in accordance with its terms or otherwise by reason or in consequence of any such default on the part of the Supplier.

2. This Guarantee shall be a continuing guarantee and indemnity and accordingly shall remain in full force and effect until all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed or observed by the Supplier under or arising out of the Contract have been duly and completely performed and observed in full.

3. The Guarantee is in addition to and not in substitution for any other security or warranty which the Company may at any time hold for the performance of any obligations, warranties, duties and undertakings under the Contract and may be enforced by the Company without first taking any proceedings or exhausting any right or remedy against the Supplier or any other person or taking any action to enforce any other security, bond or guarantee.

4. The Guarantor shall be under no greater obligation or greater liability under this Guarantee than it would have been under the Contract if it had been named as the Supplier in the Contract.

5. The obligations and liabilities hereunder shall remain in full force and effect and shall not be affected, lessened, impaired or discharged by:

   (a) any alteration or variation to the terms of the Contract;

   (b) any alteration in the extent or nature or sequence or method or timing or scope of the works, services or supplies to be carried out under the Contract;

   (c) any extension of time being given to the Supplier or any other indulgence or concession to the Supplier or any forbearance, forgiveness or any other thing done, omitted or neglected to be done under the Contract;

   (d) any other bond, security or guarantee now or hereafter held for all or any part of the obligations of the Supplier under the Contract;

   (e) the release, modification, exchange or waiver of any such bond, security or guarantee;

   (f) any amalgamation or reconstruction or dissolution including liquidation of the Supplier;

(g) the making of a winding up order, the appointment of a provisional liquidator, the passing of a resolution for winding up, liquidation, administration, receivership or insolvency of the Supplier;

(h) any legal limitation, disability or incapacity relating to the Supplier (whether or not known to you);

(i) any invalidity in, irregularity affecting or unenforceability of the obligations of the Supplier under the Contract;

(j) the termination of the Contract; or

(k) anything the Company or the Supplier may do or omit or neglect to do including, but without limitation, the assertion of or failure or delay to assert any right or remedy of the Company or the pursuit of any right or remedy by the Company.

6. Until all amounts which may be or become payable and all liabilities, obligations, warranties, duties and undertakings in respect of the Supplier's obligations have been irrevocably paid, performed or discharged in full, the Guarantor shall not, after a claim has been made or by virtue of any payment, performance or discharge by it under this Guarantee:

(a) be subrogated to any rights, security or moneys held, received or receivable by the Company or be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Guarantor's liability under this Guarantee;

(b) claim, rank, prove or vote as a creditor of the Supplier or its estate in competition with the Company unless the Company so directs; or

(c) receive, claim or have the benefit of any payment distribution or security from or on account of the Supplier, or exercise any right of set-off against the Supplier unless the Company so directs.

7. This Guarantee is irrevocable.

8. The benefit of this Guarantee may be assigned by the Company at any time to any assignee of the benefit of the whole of the Contract. No further or other assignments shall be permitted.

9. The Guarantor:

(a) gives the guarantee contained in this Guarantee as principal obligor and not merely as surety;

(b) agrees to indemnify the Company on written demand against any loss or liability suffered by it if any provision set out in the Contract guaranteed by the Guarantor becomes unenforceable, invalid or illegal, and

(c) waives any right it may have of first requiring the Company to proceed against, or enforce any other rights or security or claim payment from, any person before claiming from the Guarantor under this Guarantee.

10. Until all amounts which may be or become payable in respect of the Supplier's obligations have been irrevocably paid in full by the Guarantor, the Company may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by the Company in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and

(b) hold in a suspense account any moneys received from the Supplier on account of these Supplier's obligations or on account of the Guarantor's liability under this Guarantee.

11. The Company is entitled to make any number of demands under this Guarantee.

12. The invalidity, illegality or unenforceability in whole of or in part of any provisions of this Guarantee shall not affect the validity, legality and enforceability of the remaining part or provisions of this Guarantee.

13. This Guarantee may be executed in any number of counterparts each of which shall be an original and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

14. No person other than TfL (as such term is defined in the Contract) and its subsidiaries (as defined in section 1159 of the Companies Act 2006) shall have any right to claim or remedy under or pursuant to this Guarantee and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

15. This Guarantee, executed and delivered as a deed, shall be governed by and interpreted according to the laws of England and the Courts of England shall have exclusive jurisdiction save that the Company shall have the right to bring proceedings in the courts of any other jurisdiction in which any of the Guarantor's assets may be situated.

16. [*For non-UK resident Guarantors only:*

For the purposes of this Guarantee the Guarantor hereby appoints ..... of ..... [to be a London address] to accept service of process on its behalf, and service on the said ..... at the said address shall be deemed to be good service on the Guarantor; and the Guarantor hereby irrevocably agrees not to revoke or terminate such appointment).]

Executed as a deed by the parties and delivered on the date of this Guarantee.

Executed as a Deed by [GUARANTOR))

acting by)

…….

[Authorised Signatory]

and)

…….

[Authorised Signatory]

Executed as a deed by affixing the Common Seal of)

[COMPANY])

in the presence of:-)

…….

[Authorised Signatory]

Executed as a Deed by [SUPPLIER])

acting by)

…….

[Authorised Signatory]

and)

…….

[Authorised Signatory]

FORM OF ON DEMAND PERFORMANCE BOND WITH ANNEX 1

BOND

(Letterhead of Guarantor)

To: [Company name] (its successors in title and assigns)

Contract Bond No. [ ]

1. Whereas our clients [ ] (the "**Supplier**") have entered into a contract with you dated [ ] (the "**Contract**") in respect of [ ], we [ ] (the "**Guarantor**", which term shall include our successors in title and assigns) hereby irrevocably undertake as a primary obligation upon first demand in writing made by you upon us from time to time or at any time to pay to you on each occasion the sum demanded by you within five (5) banking days upon service of your demand.

PROVIDED THAT:

2. This Bond shall come into force on the date hereof.

3. Any demand hereunder shall be substantially in the form of Annex 1 to this Bond, and as between you and us the facts set out in that demand shall be: (a) deemed to be true and (b) accepted by us as conclusive evidence for the purposes of this Bond that the amount claimed in the demand is due and payable to you hereunder, it being our intention that the event upon which payment must be made hereunder is the service of your demand without any rights on our part to raise any objections, irrespective of the validity or the effectiveness of the Contract and the obligations arising thereunder and irrespective of the underlying facts or their significance under the Contract.

4. All sums payable under this Bond shall be paid in pounds sterling to such bank account as may be specified in your demand in immediately available funds, free of any restriction or condition and free and clear of and without any deduction or withholding whether for or on account of tax, by way of set-off, or otherwise, except to the extent required by law.

5. For the purpose of this paragraph 5, the expression "Expiry Date" means [ ]. Our liability hereunder shall be limited as follows:

   (a) we shall have no liability in respect of any demand received after the Expiry Date; and

(b) in respect of a demand or demands received on or before the Expiry Date, our liability shall not exceed the aggregate sum of £[ ].

6. Our obligations hereunder shall remain in full force and effect and shall not in any way be affected, reduced or discharged by:

(a) any alteration to the terms of the Contract made by agreement between you and the Supplier; and/or

(b) any defence, counterclaim, set-off or other deduction available to the Supplier under the Contract; and/or

(c) any alteration in the extent or nature or sequence or method or timing of the works/services to be carried out under the Contract; and/or

(d) any time being given to the Supplier or any other indulgence or concession to the Supplier or any forbearance, forgiveness or any other thing done, omitted or neglected to be done under the Contract; and/or

(e) any other bond, security or guarantee now or hereafter held by you for all or any part of the obligations of the Supplier under the Contract; and/or

(f) the release or waiver of any such other bond, security or guarantee; and/or

(g) any amalgamation or reconstruction or dissolution including liquidation or change in control or constitution of the Supplier; and/or

(h) the termination of the Contract; and/or

(i) any other event which might operate to discharge a guarantor at law or in equity.

7. Terms defined in the Contract and not otherwise defined herein shall have the same meaning in this Bond unless inconsistent with the context.

8. This Bond shall be governed by, and interpreted according to, the laws of England and the Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Bond and any matter arising from it save that you shall have the right to bring proceedings in the Courts of any other jurisdiction in which any of our assets may be situated.

9. This Bond may be assigned or transferred without our prior consent to any member of the TfL Group. Any other assignment or transfer of this Bond by either party shall require the consent of the other party, such consent not to be unreasonably withheld or delayed.

10. This Bond may not be amended, varied or supplemented in any manner whatsoever without your prior written consent, other than in accordance with its express terms.

11. Each of the provisions of this Bond is severable and distinct from the others, and if at any time any such provision is or becomes ineffective, inoperable, invalid or unenforceable it shall be severed and deemed to be deleted from this Bond, and in such event the remaining provisions of this bond shall continue to have full force and effect.

12. All bank charges and other fees payable in relation to or in connection with this bond are for the account of the Manufacturer and you shall have no liability or responsibility therefor.

13. Except to the extent it is inconsistent with the express terms of this Bond, this Bond is subject to the ICC Uniform Rules for Demand Guarantees, 2010 revision, ICC Publication No. 758.

Executed as a deed by the parties and delivered on the date of this Bond

Executed as a Deed by [GUARANTOR))

acting by)

…….

[Authorised Signatory]

and)

…….

[Authorised Signatory]

Executed as a deed by affixing the Common Seal of)

[COMPANY])

in the presence of:-)

…….

[Authorised Signatory]

ANNEX 1

Form of Demand from the Company to the Guarantor

Dear Sirs

[Contract Title]

Contract No: [ ] (the "Contract")

We refer to the Bond given by you to us dated [ ].

An event has occurred of the type described in Clause [ ] of the Contract.

We hereby demand payment from you of the sum of £[ ] under the Bond. Please make payment by CHAPS made payable to [Company name / bank account details].

Yours faithfully

.....

[Company name]

Windsor House

42-50 Victoria Street

London

SW1H 0TL

Schedule 8

Not used

Schedule 9
Performance Measurement

1. Definitions

For the purposes of this Schedule 9 (Performance Measurement), the following expressions shall have the following meanings:

1.1. "Abatement" means a reduction from the payment due to the Supplier under this Contract, calculated in accordance with this Schedule at each payment assessment made by the Company.

1.2. "Graded" shall mean marked in accordance with the relevant performance criteria set out for each KPI in Appendix 1 (Key Performance Indicators) to this Schedule 9 (Performance Measurement) and agreed or determined pursuant to paragraph 5.2 of this Schedule 9 (Performance Measurement).

1.3. "KPI Report" shall have the meaning given in paragraph 4.1 of this Schedule 9 (Performance Measurement).

1.4. "KPIs" means the key performance indicators as detailed in Appendix 1 to this Schedule 9 (Performance Measurement) and "KPI" means any one of them.

1.5. "Level 1 Non Conformance" shall mean any of the following:

(A) a failure by the Supplier to co-operate with the Company in connection with the preparation of a KPI Report in accordance with paragraph 4.1 of this Schedule 9 (Performance Measurement); or

(B) a KPI is Graded as 'Amber' in any two consecutive Periods;

(C) a KPI is Graded as Red in any Period; or

(D) the Supplier is in breach of the Agreement.

1.6. "Level 1 Non Conformance Report" shall have the meaning given in paragraph 8.4.1 of this Schedule 9 (Performance Measurement).

1.7. "Level 1 Rectification Period" shall have the meaning given in paragraph 8.4.1(C) of this Schedule 9 (Performance Measurement).

1.8. "Level 1 Required Action" shall have the meaning given in paragraph 8.4.1(B) of this Schedule 9 (Performance Measurement).

1.9. "Level 2 Non Conformance" shall mean any of the following:

(A) the Company determines that a Level 1 Non Conformance should be treated as a Level 2 Non Conformance, for any reason, including failure of the Supplier's Representative and the Company's Representative to agree any or all of the Level 1 Required Action, the Level 1 Rectification Period and whether the Level 1 Required Action has been completed within the Level 1 Rectification Period;

(B) the Supplier fails to notify the Company of the occurrence of a Level 1 Non Conformance prior to the Company notifying the same to the Supplier (provided that the Company shall be entitled, having regard to the gravity of the Non Conformance, to treat it as a Level 3 Non Conformance rather than a Level 2 Non Conformance);

(C) the Supplier fails to make available to the Company a Level 1 Non Conformance Report within 5 Working Days of service by the Company of the notice referred to in paragraph 8.4.1 of this Schedule 9 (Performance Measurement);

(D) the Supplier fails in the Company's opinion to undertake the Level 1 Required Action within the Level 1 Rectification Period;

(E) the Supplier fails in the Company's opinion to complete the Level 1 Required Action within the Level 1 Rectification Period;

(F) within 1 month of the end of a Level 1 Rectification Period, the KPI concerned is Graded 'Amber' or 'Red';

(G) a KPI that is currently subject to a Level 1 Rectification Period is Graded 'Amber' or 'Red';

(H) failure to meet the requirements of Schedule 5 (Health, Safety, Quality and Environmental Requirements);

(I) failure to provide the IPR Register in accordance with Schedule 14 (Project Processes);

(J) in the circumstances specified in paragraph 5.3 of Part B (Additional Services) of Schedule 4 (Contract Variation Procedure and Additional Services);

(K) in the circumstances specified in Clause 27.5(b); or

(L) in the circumstances specified in paragraph 5.3.11.4 of the Specification.

1.10. "Level 2 Non Conformance Report" shall have the meaning given in paragraph 8.5.1 of this Schedule 9 (Performance Measurement).

1.11. "Level 2 Rectification Period" shall have the meaning given in paragraph 8.5.1(C) of this Schedule 9 (Performance Measurement).

1.12. "Level 2 Required Action" shall have the meaning given in paragraph 8.5.1(B) of this Schedule 9 (Performance Measurement).

1.13. "Level 3 Non Conformance" shall mean any of the following:

(A) the Company determines that a Level 2 Non Conformance should be treated as a Level 3 Non Conformance for any reason, including the gravity of the Non Conformance or the failure of the Core Group to agree any or all of the Level 2 Required Action, the Level 2 Rectification Period and whether the Level 2 Required Action has been completed within the Level 2 Rectification Period;

(B) the Supplier fails to make available to the Company a Level 2 Non Conformance Report within 5 Working Days of service by the Company of the notice referred to in paragraph 8.5.2;

(C) the Supplier fails in the Company's opinion to undertake the Level 2 Required Action within the Level 2 Rectification Period;

(D) the Supplier fails in the Company's opinion to rectify the Level 2 Non Conformance within the Level 2 Rectification Period;

(E) within 1 month of the end of a Level 2 Rectification Period the KPI concerned is Graded 'Amber' or 'Red'; or

(F) a KPI that is currently subject to a Level 2 Rectification Period is Graded 'Amber' or 'Red' .

1.14. "Level 3 Non Conformance Report" shall have the meaning given in paragraph 8.6.2(A) of this Schedule 9 (Performance Measurement).

1.15. "Level 3 Rectification Period" shall have the meaning given in paragraph 8.6.2(B) of this Schedule 9 (Performance Measurement).

1.16. "Level 3 Required Action" shall have the meaning given in paragraph 8.6.2(A) of this Schedule 9 (Performance Measurement).

1.17. "Level 4 Non Conformance" shall mean any of the following:

(A) the Company determines that a Level 3 Non Conformance should be treated as a Level 4 Non Conformance, for any reason, including the gravity of the Non Conformance or the failure of the Core Group (or Senior Representatives or the Company's Senior Representative as specified in paragraph 2.4(A)(4) of Schedule 13 (Contract Management)) to agree or determine any or all of the Level 3 Required Action, the Level 3 Rectification Period and whether the Level 3 Required Action has been completed within the Level 3 Rectification Period;

(B) the Supplier fails to make available to the Company a Level 3 Non Conformance Report by the deadline notified under paragraph 8.6.2;

(C) the Supplier fails in the Company's opinion to undertake the Level 3 Required Action within the Level 3 Rectification Period;

(D) the Supplier fails in the Company's opinion to rectify the Level 3 Non Conformance within the Level 3 Rectification Period;

(E) within 1 month of the end of a Level 3 Rectification Period the KPI concerned is Graded 'Amber or 'Red'; or

(F) a KPI that is currently subject to a Level 3 Rectification Period is Graded 'Amber' or 'Red'.

1.18. "Non-Conformance" shall mean any of a Level 1 Non Conformance, a Level 2 Non Conformance, a Level 3 Non Conformance or a Level 4 Non Conformance.

1.19. "PMM" shall have the meaning given in paragraph 2.1 of this Schedule 9 (Performance Measurement).

2. Overview

2.1. This Schedule 9 (Performance Measurement) details the performance measurement mechanism ("PMM") applicable to the Services.

2.2. The PMM incorporates:

(A) the measurement, grading and reporting of KPIs;

(B) non-financial remedies for the Company in respect of failure to meet KPIs; and

(C) financial adjustments in respect of performance against KPIs.

3. KPIs

3.1. KPIs measure:

(A) safety;

(B) resource availability;

(C) quality management;

(D) training and competency management;

(E) productivity; and

(F) reporting and record keeping.

3.2. Details of the KPIs, their application to the Services and their method of measurement are provided in Appendix 1 (Key Performance Indicators) to this Schedule 9 (Performance Measurement).

4. Measurement, grading and reporting of KPIs

4.1. Within five (5) Working Days of the start of a Period, the Company will prepare a report on performance against each of the KPIs applicable to the stage of the Services for the preceding Period (a "KPI Report").

4.2. In each KPI Report, for each applicable KPI, the Company must indicate whether performance measured in the Period concerned is Graded 'Red', 'Amber' or 'Green'. The Company shall show in each KPI Report the way in which it has applied the

criteria for each applicable KPI, which shall be compliant with the method of calculation or determination in Appendix 1 (Key Performance Indicators) to this Schedule 9 (Performance Measurement).

4.3. The Supplier shall co-operate with the Company in relation to the preparation of KPI Reports and shall provide, within 48 hours of the Company's request, any underlying data in the Supplier's possession relating to any KPI Report required by the Company (whether or not such report has been discussed at a Core Group meeting).

5. **Assessment of performance against KPIs**

5.1. KPI performance shall be reported on and reviewed at each Core Group meeting. The Parties shall review KPI Reports with the aim of agreeing performance against each of the applicable KPIs.

5.2. The Core Group (or Senior Representatives or the Company's Senior Representative, as specified in Schedule 13 (Contract Management)) must agree or determine performance against KPIs in accordance with the procedures of the Core Group set out in paragraph 2.4 of Schedule 13 (Contract Management).

6. Non-financial remedies in respect of failure to meet KPIs

Where a KPI is Graded 'Amber' or ‘Red’ in any Period this shall constitute a Non Conformance and the Company shall invoke the Escalation Procedure detailed in paragraph 8 (Escalation Procedure) of this Schedule 9 (Performance Measurement).

7. Abatements in respect of performance against KPIs

The Charges are subject to Abatement in accordance with Appendix 2 (Payment Adjustment) of this Schedule 9 (Performance Measurement).

8. Escalation Procedure

8.1. The purpose of the Escalation Procedure set out in this paragraph 8 is to provide a structured framework within which the Parties can resolve failures to meet KPIs and failures to meet the requirements of Schedule 5 (Health, Safety, Quality and Environmental Requirements).

8.2. The following table summarises the Escalation Procedure. If and to the extent that there is a conflict between the text of this Schedule 9 (Performance Measurement)

and Table 1, the text of Schedule 9 (Performance Measurement) shall prevail. It is possible for a number of Non Conformances to be in process at any one time.

Table 1 – Summary of Escalation Procedure

LEVEL	**ACTION**	**REVIEW BY**	**RESULT**
Level 1 Non Conformance	Level 1 Non Conformance Report required specifying Level 1 Required Action and Level 1 Rectification Period. (Abatements may also be made under Appendix 2 if KPIs meet the criteria for this as set out in this Schedule 9 (Performance Measurement))	Supplier's Representative and Company's Representative	Satisfactory - Stop Unsatisfactory - Level 2
Level 2 Non Conformance	Level 2 Non Conformance Report required specifying Level 2 Required Action and Level 2 Rectification Period. (Abatements may also be made under Appendix 2 if KPIs meet the criteria for this as set out in this Schedule 9 (Performance Measurement))	Core Group	Satisfactory - Stop Unsatisfactory - Level 3

LEVEL	ACTION	REVIEW BY	RESULT
Level 3 Non Conformance	Level 3 Non Conformance Report required specifying Level 3 Required Action and Level 3 Rectification Period. Abatements may also be made under Appendix 2 if KPIs meet the criteria for this as set out in this Schedule 9 (Performance Measurement)	Core Group (with escalation to Senior Representatives and ultimately to the Company's Senior Representatives pursuant to paragraph 2.4(A)(4) of Schedule 13 (Contract Management) if not agreed)	Satisfactory - Stop Unsatisfactory - Level 4
Level 4 Non Conformance	Dispute resolution, suspension or termination (Abatements may also be made under Appendix 2 if KPIs meet the criteria for this set out in this Schedule 9 (Performance Measurement))		

8.3. The Parties acknowledge that the Escalation Procedure does not preclude attempts to resolve issues to the mutual satisfaction of the Parties and is without prejudice to the dispute resolution procedure in Schedule 17 (Dispute Resolution Procedure).

Issues should be presented to the Company's Representative and the Supplier's Representative for review and possible resolution.

8.4. **Level 1**

8.4.1. Any Level 1 Non Conformance will be recorded by the Company and it shall submit a notice to the Supplier giving details of the Non Conformance. The Supplier shall in response (such response to be within 5 Working Days of service of the notice by the Company) prepare and submit to the Company a report regarding the Non Conformance (a "Level 1 Non Conformance Report"). Such report will contain:

(A) confirmation of the date(s) and details of the Level 1 Non Conformance;

(B) suggested steps to be taken by the Supplier to ensure that performance will improve to meet the requirements of the Agreement and there is no repetition of such Level 1 Non Conformance, being (following agreement or determination pursuant to paragraph 8.4.2) the "Level 1 Required Action"; and

(C) the time within which the Supplier suggests that such Level 1 Required Action is to be completed (which shall be a reasonable period being no longer than 20 (twenty) Working Days unless the Company otherwise agrees in writing), being (following agreement or determination pursuant to paragraph 8.4.2) the "Level 1 Rectification Period".

8.4.2. The Supplier's Representative and the Company's Representative will use all reasonable endeavours to agree:

(A) as soon as reasonably practicable following receipt of the Level 1 Non Conformance Report, the Level 1 Rectification Period and the Level 1 Required Action (provided that in the event that the Supplier and the Company fail to agree the Level 1 Rectification Period and the Level 1 Required Action within a reasonable time (in the Company's opinion, acting reasonably), the Company shall be entitled to set the Level 1 Rectification Period and the Level 1 Required Action);

(B) as soon as reasonably practicable following the end of the Level 1 Rectification Period, whether the Level 1 Required Action has been completed within the Level 1 Rectification Period.

8.4.3. If it is agreed pursuant to paragraph 8.4.2(B) that the Level 1 Required Action has been completed within the Level 1 Rectification Period then the Non Conformance will be recorded as resolved.

8.4.4. All Level 1 Non Conformances (whether resolved or not) will be reviewed jointly every Period by the Company's Representative and the Supplier's Representative with the aim of ensuring that reoccurrence is (where possible) eliminated.

8.5. **Level 2**

8.5.1. Where a Level 2 Non Conformance occurs, the Company shall submit a notice to the Supplier giving details of the Non Conformance. The Supplier shall in response (such response to be within 5 Working Days of service of the notice by the Company) prepare and submit to the Company a report regarding the Non Conformance (the "Level 2 Non Conformance Report"). Such report will contain:

(A) the date and details of the Level 2 Non Conformance;

(B) suggested steps to be taken by the Supplier to ensure that performance will improve to meet the requirements of the Agreement and there is no repetition of such Level 2 Non Conformance, being (following agreement or determination pursuant to paragraph 8.5.2) the "Level 2 Required Action"; and

(C) the time within which such Level 2 Required Action is to be completed (which shall be a reasonable period being no longer than 20 (twenty) Working Days unless the Company otherwise agrees in writing, being (following agreement or determination pursuant to paragraph 8.5.2) the "Level 2 Rectification Period".

8.5.2. The Core Group will use all reasonable endeavours to agree:

(A) as soon as reasonably practicable following receipt of the Level 2 Non Conformance Report, the Level 2 Rectification Period and the Level 2 Required Action (provided that in the event that the Core Group fail to agree the Level 2 Rectification Period and the Level 2 Required Action within a reasonable time (in the Company's opinion, acting reasonably), the Company shall be entitled to set the Level 2 Rectification Period and the Level 2 Required Action); and

(B) as soon as reasonably practicable following the end of the Level 2 Rectification Period, whether the Level 2 Required Action has been completed within the Level 2 Rectification Period;

in accordance with paragraph 2.4(A)(3) of Schedule 13(Contract Management).

8.5.3. If it is agreed pursuant to paragraph 8.5.2(B) that the Level 2 Required Action has been completed within the Level 2 Rectification Period then the Non Conformance will be recorded as resolved.

8.5.4. All Level 2 Non Conformances (whether resolved or not) will be reviewed at the Core Group review meeting as set out in Schedule 13 (Contract Management) with the aim of ensuring reoccurrence is (where possible) eliminated.

8.6. **Level 3**

8.6.1. Where a Level 3 Non Conformance occurs the Company shall submit a notice to the Supplier giving details of the Non Conformance.

8.6.2. The notice referred to in Paragraph 8.6.1 shall set out:

(A) the deadline by which it requires the Supplier to serve on the Company a report (a "Level 3 Non Conformance Report") setting out the steps which the Supplier has taken, or will take, to ensure that performance will improve to meet the requirements of the Agreement and there is no repetition of such Level 3 Non Conformance (being, following agreement or determination in accordance with paragraph 8.6.3, the "Level 3 Required Action"); and

(B) the period (which shall be a reasonable period, being no longer than 20 (twenty) Working Days from the time of occurrence of the Level 3 Non Conformance unless the Company otherwise agrees in writing) in which the Supplier must complete the Level 3 Required Action (being, following agreement or determination in accordance with paragraph 8.6.3, the "Level 3 Rectification Period").

8.6.3. The Core Group (or Senior Representatives or the Company's Senior Representative, as specified in Schedule 13 (Contract Management)) must agree or determine:

(A) as soon as reasonably practicable following receipt of the Level 3 Non Conformance Report, the Level 3 Rectification Period and the Level 3 Required Action (provided that in the event that the Core Group (or Senior Representatives or the Company's Senior Representative) fail to agree the Level 3 Rectification Period and the Level 3 Required Action within a reasonable time (in the Company's opinion, acting reasonably), the Company shall be entitled to set the Level 3 Rectification Period and the Level 3 Required Action); and

(B) as soon as reasonably practicable following the end of the Level 3 Rectification Period, whether the Level 3 Required Action has been completed within the Level 3 Rectification Period;

in accordance with the procedures of the Core Group set out in paragraph 2.4 of Schedule 13 (Contract Management).

8.6.4. If it is agreed or determined in accordance with paragraph 8.6.3 that the Level 3 Required Action has been completed within the Level 3 Rectification Period the Non Conformance will be recorded as resolved.

8.6.5. All Level 3 Non Conformances will be reviewed at every Core Group meeting.

8.7. **Level 4**

8.7.1. Without prejudice to any other rights or remedies of the Company (including pursuant to Clause 16), when a Level 4 Non Conformance occurs the Company is entitled to:

8.7.2. (A) suspend performance of the Contract, and the Supplier shall be liable for and indemnify the Company, including any of its employees, servants, agents, sub-contractors, directors and officers and members of the TfL Group, and shall keep them indemnified on an after tax basis against all Losses suffered or incurred by the Company, any of its employees, servants, agents, sub-contractors, directors and officers or any relevant member of the TfL Group, as a result of or in connection with such suspension (including the costs of using an alternative supplier); or

(B) terminate the contract in whole or in part in accordance with Clause30.1(a).

8.8. **Abatements**

This paragraph 8 is without prejudice to the Company's right to levy Abatement(s) in accordance with Appendix 2 to this Schedule 9 (Payment Adjustment).

SCHEDULE 9 - APPENDIX 1: (KEY PERFORMANCE INDICATORS)

Ref	Assessment Area	Title and purpose	Measure	Frequency	Performance Criteria		
					Unsatisfactory (Red)	Below Requirements (Amber)	Meets Requirements (Green)
KPI 1	Safety	Title Lost time injuries Purpose To measure the Supplier's compliance with its health and safety obligations set out in Schedule 5 (Health, Safety, Quality and Environmental Requirements) [	Measure Lost time injuries or LTIs attributed to Supplier Personnel in connection with the delivery of the Services. "Lost Time Injuries" or "LTIs" means any accident or incident arising from a Services related activity which causes an injury or illness to any Supplier Personnel and which is required to be reported pursuant to Applicable Laws, Standards and Schedule 5 (Heath, Safety, Quality and Environmental Requirements). Measurement Rule The Supplier will provide details of any LTIs attributed to Supplier Personnel to the Company in connection with the delivery of the Services. Data Source Corporate safety reporting as provided by the Supplier to the Company	Each Period	1 or more LTI in the Period	Not applicable	Zero LTI in the Period
KPI 2	Resourcing	Title Resource availability Purpose	Measure The number of hours actually worked by Supplier Personnel in the Period divided by the number of hours planned to be worked as set out in the Baseline Resource Programme.	Each Period	Less than or equal to 0.95	Between 0.95 and 0.98	Greater than or equal 0.98

Ref	Assessment Area	Title and purpose	Measure	Frequency	Performance Criteria		
					Unsatisfactory (Red)	Below Requirements (Amber)	Meets Requirements (Green)
		To measure the Supplier's ability to reliably mobilise Gangs each Shift and limit absenteeism.	<u>Measurement Rule</u> The Supplier shall in support of its applications for payment provided full details of the total Shift hours worked by all Supplier Personnel recovered in the Gang Cost pursuant to Schedule 2 (Payment) (and for the avoidance of doubt such total shall exclude Supplier Personnel recovered through the Management Fee) (the "**Actual Hours**")) and provide a statement of comparison of the Actual Hours to that planned to be worked as detailed by the Baseline Resource Programme as may be amended in accordance with the terms of the Contract (the "Planned Hours"). Resource availability = <u>Actual Hours</u> / Planned Hours <u>Data Source</u> The Baseline Resource Programme and the Shift Reports provided in accordance with paragraph [4.3)] of Schedule 14 (Project Processes).				

Ref	Assessment Area	Title and purpose	Measure	Frequency	Performance Criteria		
					Unsatisfactory (Red)	Below Requirements (Amber)	Meets Requirements (Green)
KPI 3	Quality	<u>Title</u> Quality Management <u>Purpose</u> To measure compliance with the Supplier's Generic Method Statements	<u>Measure</u> The number of non-conformances (NC) with the Generic Method Statements which the Supplier and Supplier Personnel are required to comply with in accordance with paragraph 8.2.2.3 of Schedule 3 (Specification) found by the Company from random audits of the Services. <u>Measurement Rule</u> The Company will undertake random audits of the Supplier Personnel in order to verify compliance by the Supplier with the Generic Method Statements as required pursuant to paragraph 8.2.2.3 of Schedule 3 (Specification). The number of audits undertaken each Period shall be at the sole discretion of the Company. <u>Data Source</u> Company audits	Each Period	1 or more NC in the Period	Not applicable	Zero NC in the Period

Ref	Assessment Area	Title and purpose	Measure	Frequency	Performance Criteria		
					Unsatisfactory (Red)	Below Requirements (Amber)	Meets Requirements (Green)
KPI 4	Competency	Title Training and competency management Purpose To measure the effectiveness and ensure that all Supplier Personnel have the required competencies and up to date training and certification.	Measure The number of non-conformances ("NC"), in respect of the training and competencies of Supplier Personnel, from the requirements of paragraphs 5.2 and 5.3 and 8.2.2.3(l) of the Specification, found from random audit of the Supplier's competency management system which the Supplier is required to maintain pursuant to paragraph 8.2.2.3(l) of the Specification) . Measurement Rule The Company will undertake random audits of the Supplier competency management system which it is required to maintain pursuant to paragraph 8.2.2.3(l) of the Specification, in order to verify that the data within the system is up to date and that the Supplier Personnel engaged in providing the Services have all necessary training, certification and competencies and are Competent in full compliance with the Specification. The Company at its sole discretion may elect not to audit the Supplier's competency management system and in such periods the KPI will be deemed to be assessed as 'green'. Data Source Company audits	Each Period	2 or more NC in the Period	1 NC in Period	Zero NC in the Period

Ref	Assessment Area	Title and purpose	Measure	Frequency	Performance Criteria		
					Unsatisfactory (Red)	Below Requirements (Amber)	Meets Requirements (Green)
KPI 5	Productivity	Title Productive hours Purpose To measure the Supplier's ability to maximise productivity of Supplier Personnel. [	Measure The numbers of hours Supplier Personnel are physically present at the Worksites divided by the number of hours in respect of which the Supplier is paid for such Supplier Personnel pursuant to Schedule 2 (Payment) Measurement Rule The Supplier shall record in the Shift Report the hours in respect of which Supplier Personnel in respect of which Supplier shall be paid pursuant to Schedule 2 (Payment) are present at each Worksite (and for the avoidance of doubt such total excludes Supplier Personnel recovered through the Management Fee) (the "**Site Hours**") and provide a statement of comparison of the Site Hours to the total hours paid to Supplier Personnel as calculated by reference to the total of Gang Shifts contained in the Supplier's Application for Payment in the Period (the "**Paid Hours**"). Productive Hours = Site Hours / Paid Hours Data Source The Supplier's Applications for Payment and Shift Reports provided in accordance with paragraphs 4.3 of Schedule 14 (Project Processes	Each Period	Less than or equal to 0.90	Between 0.95 and 0.90	Greater than or equal 0.95

Ref	Assessment Area	Title and purpose	Measure	Frequency	Performance Criteria		
					Unsatisfactory (Red)	Below Requirements (Amber)	Meets Requirements (Green)
KPI 6	Reporting and Record Keeping	Title Timely Reporting Purpose To measure the Supplier's performance in respect of the timely submission of required Shift Reports.	Measure The number of Shift Reports actually submitted on time [in accordance with paragraph 4.3 of Schedule 14 (Project Processes)divided by the total number of Shift Reports required to be provided by the Supplier in accordance with paragraph 4.3 of Schedule 14 (Project Processes) Measurement Rule All Shift Reports submitted within 24hrs of the end of the applicable shift are counted as being on time (the "**On Time Sheets**"). All Shift Reports submitted in excess of 24hrs of the end of the applicable shift are counted as being late (the "**Late Sheets**"). Timely Reporting = On time Sheets / On Time Sheets + Late Sheets Data Source The Supplier's Shift Reports.	Each Period	Less than or equal to 0.95	Between 1.00 and 0.95	Equals 1.00

SCHEDULE 9 - APPENDIX 2: (PAYMENT ADJUSTMENT)

1. General

1.1. Payments due to the Supplier from the Company in respect of the Management Fee are subject to the Company's right to levy Abatements in accordance with paragraph 2 of this Appendix 2 in the circumstance that the Supplier's performance in respect of any one or more KPI is Graded as 'Red' (unsatisfactory) in any Period.

1.2. An example Abatement calculation is provided (for illustrative purposes only) in paragraph 3 of this Appendix 2.

2. Method of calculation

2.1. The KPIs are assessed in accordance with Schedule 9 (Performance Measurement) Appendix 1.

2.2. The payment due to the Supplier in respect of the Management Fee is Abated on the basis of the assessment made as follows:

2.2.1. for each instance of a KPI being Graded 'Red' in a Period, the Management Fee due to the Supplier for that Period shall be Abated by one tenth of the Management Fee;

2.2.2. multiple instances of a KPI being Graded 'Red' in a Period shall give rise to multiple Abatements subject to the total Abatement not exceeding five tenths of the Management Fee in each Period.

2.3. Abatement(s) shall be paid by Supplier in accordance with Clauses 15 and 16 and Schedule 2 (Payment) of the Contract.

3. Example Management Fee Abatement Calculation *(for illustrative purposes only)*

		KPI
KPI 1	Lost time injuries	Meets requirements
KPI 2	Resource availability	Below requirements
KPI 3	Quality Management	Unsatisfactory
KPI 4	Training and competency management	Meets requirements
KPI 5	Productive hours	Unsatisfactory
KPI 6	Timely Reporting	Below requirements
Number of KPIs assessed as 'meeting requirements'		2
Number of KPIs assessed as 'below requirements'		2
Number of KPIs assessed as 'unsatisfactory'		2
The Supplier's Management Fee in the Period=		£30,000
Management Fee abatement =		£30,000 x 2/10 = £6,000
Adjusted Management Fee in Period following Abatement =		£24,000

Schedule 10
Strategic Labour Needs and Training

1 Introduction

1.1 Without prejudice to the other provisions in this Contract relating to Supplier Personnel, this Schedule 10 (Strategic Labour Needs and Training) sets out the Supplier's obligations in respect of:

(A) supporting the TfL Group (and third parties nominated by the TfL Group) in the implementation of the Skills and Employment Strategy; and

(B) ensuring that the Supplier attracts, develops and retains Supplier Personnel with the skills necessary to deliver the Services, throughout the Contract until the Expiry Date.

1.2 In this Schedule 10 (Strategic Labour Needs and Training), the following terms shall have the corresponding meanings:

"**Apprentice**"	means a member of Supplier Personnel who is registered as an apprentice or technician with an industry recognised body;
"**Agreed SLNT Plan**"	means the Supplier's strategic labour needs and training plan set out at Appendix 3 (*Initial/Agreed SLNT Plan*) to this Schedule 10 (Strategic Labour Needs and Training), to be prepared in accordance with the SLNT Plan Template and approved by the Company;
"**Implementation Plan**"	means the Supplier's implementation plan for delivering the Supplier's strategic labour needs and training plan in the form contained in Appendix 4 (Implementation Plan) of this Schedule 10 (Strategic Labour Needs and Training):
"**Initial SLNT Plan**"	means the initial strategic labour needs and training plan set out at Appendix 3 (*Initial/Agreed SLNT Plan*) to this Schedule 10 (Strategic Labour Needs and

	Training), submitted by the Supplier prior to the Commencement Date and to be agreed between the Parties in accordance with paragraph 2 of this Schedule 10 (Strategic Labour Needs and Training);
"**Quarterly SLNT Monitoring Report**"	means the report to be prepared by the Supplier in the form set out at Appendix 5 (*Quarterly SLNT Monitoring Report Template*) to this Schedule 10 (Strategic Labour Needs and Training) and submitted to the Company in accordance with the provisions of paragraph 4 of this Schedule 10 (Strategic Labour Needs and Training);
"**Relevant Employment Vacancy**"	means an employment vacancy within the Supplier's organisation for a member of Supplier Personnel;
"**Skills and Employment Strategy**"	means the TfL Group's ten (10) year skills and employment strategy, as amended from time to time. A copy of the current Skills and Employment Strategy is provided at Appendix 1 (*Skills and Employment Strategy*) to this Schedule 10 (Strategic Labour Needs and Training);
"**SLNT Co-ordinator**"	has the meaning set out in paragraph 3.1 of this Schedule 10 (Strategic Labour Needs and Training);
"**SLNT Infraction**"	means any breach by the Supplier of any of its obligations under this Schedule 10 (Strategic Labour Needs and Training);
"**SLNT Output**"	means the minimum number of Apprentice positions or equivalent to be delivered by the Supplier (either directly through its own personnel and the personnel of its Sub-Contractors) under this Contract, as identified and agreed in the Agreed SLNT Plan;
"**SLNT Plan**	means the template for the SLNT Plan set out at

Template"	Appendix 2 (*SLNT Plan Template*) to this Schedule 10 (Strategic Labour Needs and Training), to be completed by the Supplier; and
"**Trainee**"	means a member of Supplier Personnel who is registered as a trainee with an industry recognised body.

2 Agreed SLNT Plan and Implementation Plan

2.1 Based on the Initial SLNT Plan, the Supplier shall:

(A) further develop the Initial SLNT Plan to reflect the comments and requirements of the Company;

(B) submit a revised copy of the Initial SLNT Plan to the Company for approval within twenty (20) Working Days from the Commencement Date; and

(C) provide an Implementation Plan of this Schedule 10 (Strategic Labour Needs and Training) based on the revised copy of the Initial SLNT Plan within forty (40) Working Days from the Commencement Date.

2.2 If the Initial SLNT Plan is:

(A) approved, it shall be adopted immediately and become the Agreed SLNT Plan; or

(B) not approved, the Supplier shall amend the Initial SLNT Plan and re-submit it to the Company for approval within the time period agreed in writing between the Parties. If the Company does not approve the Initial SLNT Plan following its resubmission, the matters preventing such approval shall be resolved in accordance with Clause 49.

2.3 Without limiting any other provision of this Contract, the Supplier shall:

(A) comply with provisions of the Agreed SLNT Plan and the Implementation Plan; and

(B) at no additional cost to the Company and subject to the provisions of

paragraph 2.4 below, review and amend the Agreed SLNT Plan and Implementation Plan every twelve (12) Months following the Commencement Date or at other times requested by the Company, to reflect:

(1) Good Industry Practice;

(2) any changes to the nature of the Services and updates to the Asset Management System; and

(3) any amendments proposed by the Company.

2.4 Any changes or amendments to the Agreed SLNT Plan shall not be implemented until a Variation Order has been issued by the Company in accordance with Schedule 4 (Contract Variation Procedure and Additional Services).

3 SLNT Co-ordinator

3.1 Within twenty (20) Working Days of the Commencement Date, the Supplier shall nominate a member of Supplier Personnel with the necessary skills and authority to:

(A) be responsible for the implementation and on-going development and maintenance of the Agreed SLNT Plan; and

(B) act as the single point of contact between Company nominated personnel on all matters concerning the Agreed SLNT Plan,

(the "SLNT Co-ordinator").

3.2 The Parties shall add the SLNT Co-ordinator to the list of Key Personnel set out Schedule 1 (Contract Data).

4 Monitoring and Reporting

4.1 Subject to paragraph 4.2 below, the Supplier shall provide the Company with a Quarterly SLNT Monitoring Report within eight (8) weeks of the Commencement Date and within 10 Working Days of each Quarter end date thereafter detailing the Supplier's performance against the Agreed SLNT

Plan.

4.2 Failure to provide the Company with a copy of the Quarterly SLNT Monitoring Report within the timescales set out in paragraph 4.1 above shall constitute a failure for the purposes of paragraph 7 of the Escalation Procedure.

4.3 The Supplier shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 (as may be amended) in the:

(A) development and maintenance of Training Plans; and

(B) collection and reporting of the information to the Company pursuant to paragraph 4.1 above.

5 SLNT Infraction

5.1 Failure to:

(A) ensure that each SLNT Output for the monitoring period is delivered in accordance with Agreed SLNT Plan; and/or

(B) review the Agreed SLNT Plan in accordance with paragraph 2.3 of this Schedule 10 (Strategic Labour Needs and Training),

shall constitute a failure for the purposes of paragraph 7 of the Escalation Procedure.

6 SLNT Audit

6.1 The Company may from time to time undertake any audit or check of any and all information regarding the Supplier's compliance the provisions of this Schedule.

6.2 The Supplier shall maintain and retain records relating to the Agreed SLNT Plan and its compliance with the provisions of this Schedule for a minimum of seven (7) years.

6.3 The Company shall use reasonable endeavours to co-ordinate such audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Supplier is not, without due cause, disrupted or

delayed in the performance of the Supplier’s obligations under this Contract.

6.4 The Supplier shall promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:

(A) granting or procuring the grant of access to any:

(1) premises used in the Supplier’s performance of this Contract, whether the Supplier's own premises or otherwise;

(2) equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier’s obligations under this Schedule 10 (Strategic Labour Needs and Training), wherever situated and whether the Supplier’s own equipment or otherwise; and

(B) complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier’s performance of this Contract.

APPENDIX 1 TO SCHEDULE 10

Skills and Employment Strategy

A copy of the Skills and Employment Strategy can be obtained from:

https://www.tfl.gov.uk/cdn/static/cms/documents/skills-and-employment-strategy.pdf

A copy of the Transport Infrastructure Skills Strategy can be obtained from:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/495900/transport-infrastructure-strategy-building-sustainable-skills.pdf

A copy of the Transport Infrastructure Skills Strategy (TISS) – One Year On - can be obtained from:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/627255/strategic-transport-apprenticeship-taskforce-1-yr-on.pdf

A copy of the Transport Infrastructure Skills Strategy (TISS) – Two Years On - can be obtained from:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/727052/transport-infrastructure-skills-strategy-two-years-on.pdf

APPENDIX 2 TO SCHEDULE 10: SLNT PLAN TEMPLATE

[redacted]

Please complete the following table outlining how you intend to meet your SLNT commitments.

Table 1:

SLNT Activity Breakdown

SLNT Activity Area	Prioity Output	Year 1	Year 2	Year 3	Year 4	Totals	Cross Check	
							SLNT Value	SLNT Totals
Apprenticeships								
- Apprentices Job Start (FTE)	Y					0	1	0
- Workless Apprentices Job Start (FTE)	Y					0	1	0
- Apprentice Start (Existing Staff)	Y					0	1	0
Worklessness								
- Workless Job Starts (FTE)						0	1	0
- Workless Graduate Job Start (FTE)						0	1	0
Educational/Career Support								
- Placement Positions (Days)						0	20	0
- School Engagement (Days)						0	20	0
Job Creation								
- Job Start (non-workless) (FTE)						0	1	0
				Total SLNT Activity				0
				Priority Activities				0

Please detail any information or assumptions relevant to the above outputs you have indicated as meeting your SLNT requirements:

Additional Information/ Assumptions (max 250 words)

Content:

Strategic Labour Needs and Training Method Statement

Referring to the SLNT Activity Breakdown outlined in Table 1, please describe the activities you will undertake in each of the SLNT areas. This should include further detail for each of the areas detailed below: • The qualifications and training programmes you have identified; • Named staff resource you will be deploying to support the activity; • External funding streams you have identified to support the activity; • Assumptions made in preparing proposed activities; • Any input you require from the Supplier to undertake these activities. Any areas where you are not proposing to undertake activity should be left blank. You may use up to 250 words in each of the following boxes.
Apprentice Job Start ***Content:***
Workless Apprentice Job Start ***Content:***
Apprentice Start (Existing Staff) ***Content:***
Workless Job Start ***Content:***

Workless Graduate Job Start ***Content:***
Placement Positions ***Content:***
School Engagement ***Content:***
Job Start (non-workless) ***Content:***

APPENDIX 3 TO SCHEDULE 10: INITIAL/AGREED SLNT PLAN

]

Initial SLNT Plan

1 Contact Information

TfL Contract:	IMC2	Supplier Skills Manager	Aubrey Henry
Company Contract Manager	Cleshar	SLNT Coordinator Current Phone Number Contact Email	Simon Harrison 07967 451 950 simon.harrison@cleshar.co.uk
Reporting Requirements	Quarterly		
Plan Date		Implementation Plan Review Date	

2 Overview and Background

2.1 Overview: Please provide an overiew of the contract/ project to which the SLNT requirements have been applied

IMC2 covers the infrastructure maintenance and multidisciplinary fault response on the East London Line (ELL) between Highbury and Islington and New Cross Gate as well as Stations maintenance and fault response for 24 West Anglia Stations. The ELL maintenance covers planned and reactive work as well as renewal across Track, Signals, Telecoms, M&E and Power and is primarily delivered by CCS's own workforce.

2.2 Method: Please outline how you will deliver your SLNT requirements with particular focus on TfL priority outputs

In delivering the IMC2 contract there will be low level labour jobs and skilled worker jobs required. Project Management will determine the requirements in each category and work with Cleshar's HR team to source candidates in line with Group policies, and with adherence to the SLNT requirements, to meet or exceed the required SLNT output.

Cleshar has made a commitment to support the Mayoral SLNT agenda, whether a contractual requirement or not. Consequently, all our contract recruitment is targeted at supporting Transport for London's (TfL) SLNT goals wherever possible. We source candidates for all our apprenticeships from work programmes, focusing on NEETS and underprivileged groups.

Cleshar is included in the government's apprenticeship levy which commenced in April 2017 and is using this funding stream to support its Learning and Development through apprenticeships.

Our Head of HR oversees the delivery of all programmes, ensuring that all targets are met, and that there is Board commitment to their successful delivery.

Dependent on work volumes, Cleshar continuously seeks to increase the number of new entrants falling under the SLNT heading, and will welcome RfL's assistance in growing its activities in this area so as to maximise the number of opportunities we are able to offer to disadvantaged, and often overlooked, members of society. Cleshar's efforts in the SLNT arena have also been recognised by being shortlisted for the award of 'Best Scheme for Increasing those Underrepresented in the Workplace' at the Transport for London Supplier Awards 2017.

Seek to upscale existing staff through performance development opportunities. seek to promote labour worklessness,
Engaging the local labour market to reduce worklessness

Initial SLNT Plan

SLNT Activity Area	Priority Output	*Year 1*	*Year 2*	*Year 3*	*Year 4*	Total	Cross Check	
							SLNT Value	SLNT Totals
Apprenticeships								
Apprentices Job Start (FTE)	Y	3	0	3	0	6	1	6
Workless Apprentice Job Start (FTE)	Y	3	0	3	0	6	1	6
Apprentice Start (Existing Staff)	Y	0	0	0	0	0	1	0
Worklessness								
Workless Job Starts (FTE)		0	0	0	0	0	1	0
Workless Graduate Job Start (FTE)		0	0	0	0	0	1	0
0								
Placement Positions (Days)		0	0	0	0	0	20	0
School Engagement (Days)		0	8	8	8	24	20	1.2
Job Creation								
Job Start (non-workless) (FTE)		0	0	0	0	0	1	0
						Total SLNT Activity		13.2
						Priority Activities		12

Additional Information/ Assumptions (max 250 words)
Content:

On successful award of this contract, we will engage Capel Manor College to support our planned Arboriculture Apprenticeship Programme.

Capel Manor can start a cohort periodically in year with minimum numbers (6 students)

We would endeavour to work with the Supplier Skills Team through the BiTE Programme and the College, to recruit the most suitable candidates

The Programme is a level 2 apprenticeship spread over 2 years, therefore, our commitment would be to ensure a minimum of 6 new starters would commence the apprenticeship programme.

To ensure high standards are maintained and the appropriate level of mentoring and supervision is maintained, we would commence another cohort of 6 Arboriculture apprentices in year 3 of the contract.

There is further scope to provide a level 2 apprenticeship to existing PAYE Arborists, subject to them wanting to undergo the qualification. Their experience would mean they would not be required to complete all the tickets required to meet the criteria for final assessment.

As and if new opportunities arise through new jobs, or replacement through leavers, we would seek to fill that role as a potential Apprenticeship.

Cleshar attends job fairs with a number of organisations every year and these already get reported on TFL reports. We may be able to add more to this report periodically, but keeping to the spirit and purpose of the SLNT, Cleshar would not double count its figures by confusion.

Initial SLNT Plan

Strategic Labour Needs and Training Method Statement

1. Win contract.

2. Engage college under Apprenticeship Agreement.

3. Commence recruitment campaign with College and SST (BiTE).

4. Onboard successful candidates.

5. Repeat in year 2 of contract.

6. identify and report on any additional outputs as work continues.

7 win more contracts to sustain level of apprenticeships and opportunities.

Referring to the SLNT Activity Breakdown outlined in Table 1, please describe the activities you will undertake in each of the SLNT areas. This should include further detail for each of the areas detailed below:

- The qualifications and training programmes you have identified;

- Named staff resource you will be deploying to support the activity;

- External funding streams you have identified to support the activity;

- Assumptions made in preparing proposed activities;

- Any input you require from the Supplier to undertake these activities.

- Any areas where you are not proposing to undertake activity should be left blank.

You may use up to 250 words in each of the following boxes.

Apprentice Job Start

Content:
1. Engage Capel Manor College under Apprenticeship Agreement. (Arborist Level 2, equivalent to GCSEs at grades A* to C)

2. Engage college under Apprenticeship Agreement.

3. Commence recruitment campaign with College and SST (BiTE).

4. Onboard successful candidates.

5. Repeat in year 2 of contract.

SLNT Coordinator: Simon Harrison- Head of HR
Gary Ferrand- Contracts Manager

Funding through our Apprenticeship Levy contr butions

What apprentices will learn
using and maintaining a chainsaw
felling and processing trees
climbing trees using a rope and harness, and using elevated platforms
recognising different types of trees and shrubs
identifying and managing pests, diseases and tree defects

Initial SLNT Plan

Workless Apprentice Job Start

Content:
1. Engage Capel Manor College under Apprenticeship Agreement. (Arborist Level 2 equivalent to GCSEs at grades A* to C)

2. Engage college under Apprenticeship Agreement.

3. Commence recruitment campaign with College and SST (BiTE).

4. Onboard successful candidates.

5. Repeat in year 2 of contract

SLNT Coordinator: Simon Harrison- Head of HR
Gary Ferrand- Contracts Manager

Funding through our Apprenticeship Levy contr butions

What apprentices will learn
using and maintaining a chainsaw
felling and processing trees
climbing trees using a rope and harness, and using elevated platforms
recognising different types of trees and shrubs
identifying and managing pests, diseases and tree defects

Apprentice Start (Existing Staff)

Content:

Workless Job Start

Content:

Workless Graduate Job Start

Content:

Placement Positions

Content

School Engagement

TBC

Content

Job Start (non-workless)

Content

Initial SLNT Plan

4 Forecast Outputs: Please indicate in the table below forecasted SLNT outputs for 2018/2019

	Apprentices			Worklessness		Educational / Career		Job Creation
	Job Start (FTE)	Workless (FTE)	Existing Staff (FTE)	Job Starts (FTE)	Graduates (FTE)	Placement Posi ions (Days)	School Engagement (Days)	Non Workless Job Start (FTE)
Previous Year								
Apr-19								
May-19								
Jun-19								
Jul-19								
Aug-19								
Sep-19								
Oct-19								
Nov-19	3	3						
Dec-19								
Jan-20								
Feb-20								
Mar-20							4	
Annual Total								
Future Years								
TOTAL								

5 Milestones: Please detail key milestones related to the delivery of your SLNT outputs

Milestone 1	Recruitment campaign to source suitable candidates	Milestone 6	
Milestone 2	Promote appren iceship opportunities externally and internally	Milestone 7	
Milestone 3	Attending annual apprenticeship fair (TFL)	Milestone 8	
Milestone 4	Exploring recruitment methods	Milestone 9	
Milestone 5		Milestone 10	

6 Partners: Please detail any partner organisations that will assist you in your SLNT delivery (Organisation and Key Contact)

Partner 1	Supplier Skills Team TFL	Partner 6	
Partner 2	Capel Manor College	Partner 7	
Partner 3		Partner 8	
Partner 4		Partner 9	
Partner 5		Partner 10	

7 Risks: Please detail any risks and associated mitigation measures for the delivery of your SLNT requirements

	Risk	Likelihood	Risk Mitigation
1	Suitable candidates not found	low	recruitment campaign
2	Avaliability of operational staff for school engagement days	Medium	Planinning in advance
3			
4			
5			

8 Communications: Please outline any planned SLNT communication, events or publications (internal and external) and how TfL will be notified

1) Cleshar regularly communicates with the Supplier skills team at TFL to recruit as and when an employment opportunity arises. 2) Cleshar has provided content for the TRANSPORT INFRASTRUCTURE SKILLS STRATEGY (TISS) publica ion for the collaborative work it does with TFL on the BAME Transport and Engineering programme (BiTE).

9 Sign Off:

		24/06/2019
Suppliers SLNT Co-ordinator (Name)	Signature	Date
TfL Supplier Skills Manager (Name)	Signature	Date

APPENDIX 4 TO SCHEDULE 10: IMPLEMENTATION PLAN

SLNT Implementation Plan

1. Contact Information

TfL Contract		Supplier Skills Manager	
Company Contract Manager TfL Stakeholder / SRM		SLNT Co-ordinator Contact Phone Number Contact Email	
Reporting Requirements	Quarterly / Monthly / Periodically		
Report Period		Implementation Plan Review Date	

2. Overview and Background

2.1 - Overview: Please provide an overview of the contract / project to which the SLNT requirements have been applied

2.2 - Method: Please outline how you will deliver your SLNT requirements with particular focus on TfL priority outputs

2.3 - Forecasted Outputs: Please indicate in the table below forecasted SLNT outputs

	Worklessness			New Entrants			Trainee's		Current workforce		Educational Activities
	Apprenticeship (FTE)	Job Starts (FTE)	Placement Positions	Apprenticeship (FTE)	Job Starts (FTE)	Graduates (FTE)	Placement Positions (Nos)	Taster Positions (Nos)	Adult Apprenticeships	Workforce Skills (days)	
Previous Year											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											
January											
February											
March											
Annual Total	0	0	0	0	0	0	0	0	0	0	0
Future Years											
TOTAL	0	0	0	0	0	0	0	0	0	0	0

2.4 - Milestones: Please detail key milestones related to the delivery of your SLNT outputs

Milestone 1		Milestone 6	
Milestone 2		Milestone 7	
Milestone 3		Milestone 8	
Milestone 4		Milestone 9	
Milestone 5		Milestone 10	

2.5 - Partners: Please detail any partner organisations that will assist you in your SLNT delivery (Organisation and Key Contact)

Partner 1		Partner 6	
Partner 2		Partner 7	
Partner 3		Partner 8	
Partner 4		Partner 9	
Partner 5		Partner 10	

3. Risks: Please detail any risks and associated mitigation measures for the delivery of your SLNT requirements

	Risk	Likelihood	Risk Mitigation
1			
2			
3			
4			
5			

4. Communications: Please outline any planned SLNT communication, events or publications (internal and external) and how TfL will be notified

5. Monitoring: You are required to complete the two monitoring templates attached to this document (Sheets 1 and 2 of this document)

1. **SLNT Monitoring Form -** Outlines SLNT outputs for each reporting period
2. **Job Start Monitoring Form -** Outlines specific information for TfL Priority SLNT outputs

6. Sign Off:

Suppliers SLNT Co-ordinator (Name) Signature Date

TfL Supplier Skills Manager (Name) Signature Date

Implementation Plan Review Date

APPENDIX 5 TO SCHEDULE 10: QUARTERLY SLNT MONITORING REPORT TEMPLATE

SLNT Monitoring Form

Organisation	
TfL Contract / Project	
Date	
SLNT Reporting Period	

SLNT Category	TfL Priority	Numbers				Additional Detail / Information
		Annual Target	Annual Forecast	Outputs this Period	Outputs To Date	
Apprenticeships						
- Apprentices Job Start (FTE)	Y	0	0	0	**0**	
- Workless Apprentices Job Start (FTE)	Y	0	0	0	**0**	
- Apprentice Start (Existing Staff)	Y	0	0	0	**0**	
Worklessness						
- Workless Job Starts (FTE)		0	0	0	**0**	
- Workless Graduate Job Start (FTE)		0	0	0	**0**	
Educational/Career Support						
- Placement Positions (Days)		0	0	0	**0**	
- School Engagement (Days)		0	0	0	**0**	
Job Creation						
- Job Start (non-workless) (FTE)		0	0	0	**0**	
		Total SLNT Activity		**0**	**0**	
		Priority Activities		**0**	**0**	

Additional Information

Highlights

Issues / Concerns / Risks

Job Start Monitoring Form

(To be Completed and Submitted with the SLNT Monitoring Form)

Job Start Monitoring Form	Quarter / Date	Quarter 1 - 2010/11
	Job Starts (Total)	0
	Worklessness Job Starts	0
	Apprenticeship Job Starts	0

Individual Worklessness and Apprenticeship Job Start Information

Name / Employee No.	Worklessness	Apprentice	Start Date	Postcode	DOB	Gender	Ethnic Origin	Disability	Criminal Conviction	Job Title	Job Type

Schedule 11

Direct Vision Standard

1 **Introduction**

1.1 In this Schedule 11 (Direct Vision Standard), the following terms shall have the corresponding meanings:

"**Agreed DVS Plan**"	means the Initial DVS Plan as updated and approved in accordance with the terms of this Schedule 11 (Direct Vision Standard);
"**Initial DVS Plan**"	means the initial plan prepared by the Supplier during the Mobilisation Period which sets out and proposes how the Supplier shall ensure that: (A) from and including 26 October 2019, all Category N3 HGVs used in the delivery of the Services achieve a minimum of a one (1) star Direct Vision Standard rating; and (B) from and including 26 October 2020 all Category N3 HGVs used in the delivery of the Services achieve a minimum of three (3) star Direct Vision Standard rating.

2 DVS Plan

2.1 The Supplier shall comply with the Initial DVS Plan from the Commencement Date. Within fifteen (15) Working Days of the Commencement Date the Company shall either:

2.1.1 confirm that the Initial DVS Plan is approved, in which case such plan shall become the Agreed DVS Plan; or

2.1.2 provide the Supplier with any comments on and/or amendments to the Initial DVS Plan.

2.2 Within thirty (30) Working Days (for the purpose of paragraph 2.1.2) or fifteen (15) Working Days (for the purpose of paragraph 2.3.2) of receipt of any comments and/or amendments from the Company in accordance with paragraph 2.1.2 or paragraph 2.3.2 (as applicable), the Supplier shall:

2.2.1 develop the Initial DVS Plan to reflect such comments and/or amendments; and

2.2.2 submit an updated Initial DVS Plan to the Company for approval.

2.3 Within fifteen (15) Working Days of receipt of the updated Initial DVS Plan, the Company shall confirm that either the updated Initial DVS Plan:

2.3.1 is approved, in which case it shall become the Agreed DVS Plan; or

2.3.2 not approved and provide its further comments and/or amendments to the Supplier and the Supplier shall revise and re-submit the updated Initial DVS Plan for approval in accordance with paragraph 2.2.

The process set out in this paragraph 2.3 shall be repeated until the updated Initial DVS Plan is approved by the Company.

2.4 Where the Company, acting reasonably, has not approved the updated Initial DVS Plan, the Supplier may refer that decision to the dispute resolution process set out in this Contract.

2.5 Without limiting any other provision of this Contract, the Supplier shall, at no additional cost to the Company, and as part of the Services:

2.5.1 implement, observe and comply with the Agreed DVS Plan; and

2.5.2 review and amend the Agreed DVS Plan (as necessary) on each 12 month anniversary of the Commencement Date or earlier if requested by the Company, to reflect:

(A) any changes to the nature of the Services; and

(B) any comments and/or amendments made or proposed by the Company.

3 HGV DVS Co-ordinator

3.1 The Supplier shall nominate an employee/member of the Supplier with the necessary experience, competency and authority to:

3.1.1 be responsible for implementation and compliance with the Agreed DVS Plan; and

3.1.2 act as the Supplier's authorised representative on all matters concerning the Agreed DVS Plan ("DVS Co-ordinator").

3.2 The Supplier shall add the DVS Co-ordinator's details to the list of Key Personnel set out in Schedule 1 (Contract Data).

4 Self Certification and Reporting

On each twelve (12) month anniversary of the Commencement Date, the Supplier shall submit a report to the Company which sets out the Supplier's progress in respect of implementation of the Agreed DVS Plan and confirms (with supporting evidence) that the Supplier has complied with the Agreed DVS Plan.

Schedule 12
Key Personnel

The Key Personnel are listed in the table below:

Name	Job Title
[redacted]	Head of Support Services (Account Manager)
[redacted] and	Head of Support Services (Account Manager*)
[redacted]	Tree Inspector/ Ecology Specialist
[redacted]	HSQE Manager
[redacted]	Head of Compliance
[redacted]	Head of Commercial
[redacted]	Compliance/ Protection Manager
[redacted]	Asset Management System Manager
[redacted]	Quantity Surveyor
[redacted]	Health & Safety Advisor
[redacted]	Quality Lead
[redacted]	Environmental Lead
[redacted]	Senior Vegetation Manager(North Zone)
[redacted]	Senior Vegetation Manager(West Zone)
[redacted]	Night Operations Manager

Schedule 13
Contract Management

1. Governance/Management Groups and Meetings

1.1. The Company and the Supplier shall set up, implement and maintain contract management groups to govern this Contract at a strategic, tactical and delivery level as set out in Table 1 (Contract Management Groups and Attendees) of this Schedule 13 (Contract Management).

1.2. The Contract Management Groups shall meet, as a minimum, in accordance with the frequencies set out in Table 2 (Contract Management Group Frequencies) of this Schedule 13 (Contract Management).

1.3. The Supplier shall ensure respectively that all Supplier Personnel attending meetings have the necessary delegated authority to act on behalf of the Supplier.

1.4. All meetings shall be held at the Company's premises unless agreed otherwise by the Company's Representative.

1.5. The Supplier shall, in addition to all meetings and plans specified in this Schedule 13 (Contract Management), attend any meeting and produce reports in accordance with Schedule 2 (Payment) and as may be required by the Company's Representative.

Table 1: Contract Management Groups and Attendees

Group	Company – Contract Management	Supplier – Contract Management
Strategic	• Director Asset Operations	• Contract Director
Tactical	• Head of Track • Lead Commercial Manager	• Senior Delivery management Representative • Senior Commercial Management Representatives
Delivery	• Company Representative (Vegetation Manager) • Commercial Management Representative	• Supplier Representative (operations manager) • Commercial Management Representatives

Table 2: Contract Management Group Frequencies

Group	Frequency
Strategic	Annually
Tactical	Quarterly
Delivery	Each Period Weekly Daily Programme determined

Table 3: Annual Strategic Review

Group	**Strategic**
Title	**Annual Strategic Review Meeting**
Purpose - A strategic assessment of the relationship between the Parties, including: • business updates from the Company and the Supplier; • achievement of the Company's objectives for the Contract; • significant risks and issues affecting the Supplier's performance; • Supplier performance with agreement of actions for improvement; • Supplier's compliance with (a) Specification and (b) KPIs as set out in Schedule 9 (Performance Measurement); • review of the Supplier's progress in respect of strategy, health, safety and environmental issues (including a review of the Strategic Labour Needs and Training Plan and compliance with QUENSH); • developments within the parties and changes in the wider economic environment that affect the Contract.	
Frequency	Annual
Main Agenda Items	• Annual performance review • Annual financial review • Business and marketplace developments
Meeting Chair	• Company's Representative
Reports Required	• KPI performance report in accordance with Schedule 9 (Performance Measurement) • HSQE performance reports
Decisions/ Reports/ Outputs	• Minutes • Actions with responsibility for completion allocated and target dates for completion

Table 4:

Group	**Tactical**
Title:	**Core Group Meeting**
Purpose - A review of Supplier performance, including: • Review of KPI performance. • Progress report narrative • Organisation and Gang productivity • Schedule 9 Escalation Procedure referrals • Progress towards agreement of Baseline Resource Programme for the next Budget Period • Key stakeholder Issues • Critical delivery issues (delivery and design activities) • Mobilisation Plan / Demobilisation Plan (as applicable) • Any other business	
Frequency	Quarterly (or each Period where required by the Company)
Main Agenda Items	• Performance review • Financial review • Schedule 9 Escalation Procedure referrals
Meeting Chair	• Company's Representative
Reports Required	• KPI performance in accordance with Schedule 9 (Performance Measurement)
Decisions/ Reports/ Outputs	• Minutes • Actions with responsibility for completion allocated and target dates for completion

Table 5:

Group	**Delivery**
Title:	**Operational Review Meeting**
Purpose - A brief discussion to address operational concerns, including: • day to day operational issues; • productivity; • waste disposal; • Key Material stockholdings • brief update on operational priorities for that day/week (as applicable); • set-out actions and key objectives for the following 24 hours, and • potential Additional Services;	
Frequency	Daily/Weekly (as required or requested by the Company)
Main Agenda Items	• Progress update • Operational Issues • Materials and Equipment • Action plans
Meeting Chair	• Company's Representative
Reports Required	• Progress report • Productivity Report
Decisions/ Reports/ Outputs	• Minutes • Any decisions, reports or other outputs

Table 6:

Group	**Delivery**
Title:	**Weekly Meeting (one for each Zone)**
Purpose – the brief the Supplier's operational managers and the SPCs in regards to Worksite Scopes and to review progress of Released Activity as set out in Paragraph 3 of Schedule 14 (Project Processes).	
Frequency	Weekly
Main Agenda Items	• Worksites Scopes; • Gang allocations; • Progress view, and • Early warning of Additional Services
Meeting Chair	• Company's Representative
Reports Required	• Exceptions Report
Decisions/ Reports/ Outputs	• Minutes • Any decisions, reports or other outputs

Table 7:

Group	**Delivery**
Title	**Period Progress Report**
Purpose - An operational review of the Supplier's performance: • review of Supplier performance in previous Period; • review of Payment Applications and Abatements; • evaluation of the Supplier's skills and resourcing requirements; • resolution of on-going Supplier performance issues; • review of Additional Services and Variation Orders; and • review of progress by Supplier in respect of health, safety and environmental issues (including compliance with Schedule 5 and QUENSH) and waste and resources management.	
Frequency	Each Period
Main Agenda Items	• KPI review • Financial review • Operational updates
Meeting Chair	• Company's Representative
Reports Required	• KPI performance in accordance with Schedule 9 (Performance Measurement) • Update on remedial actions undertaken by the Supplier • Report on waste and resources management • Update on any resource/technical/safety issues
Decisions/ Reports/ Outputs	• Minutes • Actions with responsibility for completion allocated and target dates for completion

Table 8:

Group	**Delivery**
Title:	**Payment Application Review**
Purpose – To review the periodic Payment Application from the Supplier ahead of the Company's payment certificate being issued.	
Frequency	Each Period
Main Agenda Items	• Presentation of the periodic Payment Application (key actual payments, deviations from cashflow predictions, details of forecast elements, identification of cost misallocation) • Identification of certificate queries • Review any outputs from deep dive requests / audits • Review material stockholdings • Confirmation of payment issues with the supply chain.
Meeting Chair	• Company's Representative or nominated delegate
Reports Required	• Cumulative periodic payment application • Recommendations from any deep dive requests • Running account of disallowed costs • Running account of queries
Decisions/ Reports / Outputs	• Minutes • Actions with responsibility for completion allocated and target dates for completion

2. Role of the Core Group (Executive Management Board)

2.1. The overall objectives of the Core Group are to provide leadership, challenge and support to the Company's and the Supplier's contract management teams to facilitate:

(A) the safe, efficient and effective delivery of the Services;

(B) the promotion of collaboration working;

(C) the management of stakeholders; and

(D) the achievement of a mutually beneficial commercial relationship.

2.2. The Core Group priorities are to:

(A) drive continuous improvement and best practice;

(B) drive productivity and output of the Gangs;

(C) focus on strategy objectives in respect of compliance with S1165 of the Standards and line specific management plans;

(D) support innovation; and

(E) to act quickly to resolve issues and avoid Disputes.

2.3. The role of the Core Group is to provide:

(A) strategic guidance by:

(1). developing and maintaining a purpose statement and set of objectives for the Core Group, with particular regard to collaborative behaviours;

(2). appointing and replacing the Supplier's Representative;

(3). the review and approval of the minutes from Core Group meetings and to ensure that the procedures of the Core Group are followed;

(4). the review KPI performance and to investigate and advise on measures necessary to overcome any adverse trends;

(5). to provide advice, to challenge and provide guidance on Service delivery in respect of the implementation of best practices, innovation and improvement initiatives;

(6). to monitor the overall output performance against benchmark measures relating to cost, quality, programme and behaviour;

(7). to assist in the management and reduction of any excesses payable on insurance policies pursuant to Clause 32 of the Contract and to facilitate implementation of all necessary measures as may be required by the Parties to reduce any such excess;

(8). to ensure that the forecast cost data is provided to the Company's Representative as and when required;

(B) any other matter referred to the Core Group in accordance with this Contract.

2.4. **Procedures of the Core Group**

(A) The Core Group shall be constituted of four members; two senior representatives from the Company and two senior representatives from the Supplier. Each Core Group member may, where their senior representative(s) are unavailable for a meeting appoint a designated representative in their place by notice to the other Core Group members in writing. The following procedures shall apply to each meeting of the Core Group:

(1). The Supplier's Representative and the Company’s Representative shall attend meetings of the Core Group in a non-voting capacity.

(2). Meetings of the Core Group shall only be held with all board members present (or their designated representative) and members of the Core Group must attend all meetings. Meetings shall be held on a quarterly basis or otherwise when requested in writing by any board member. The Core Group shall agree the venue for each meeting of the Core Group and shall agree procedures to enable Core Group members to attend meetings by telephone or video conference facilities.

(3). All decisions of the Core Group shall be binding on all Parties only if:

(a) all members (or their authorised representative) of the Core Group are present; and

(b) unanimous; and

(c) in writing and/or by way of the approved Core Group meeting minutes.

(4) In the event that the Core Group are unable to reach a unanimous decision on any issue then any member of the Core Group may refer the matter to the Senior Representatives of each Party who shall meet and try to reach agreement to resolve the issue referred to them. Each Party shall bear its own costs and expenses in relation to reference of any issue to the Senior Representatives. In the event that the Senior Representatives cannot resolve the issue between them, the Company's Senior Representative shall determine the issue and such determination shall be binding on the Parties unless and until either Party refers the matter for resolution pursuant to Schedule 17 (Dispute Resolution Procedure) and the Company's Senior Representative determination of the issue is adjusted. Paragraphs 2-7 Schedule 17 (Dispute Resolution Procedure) shall not apply in relation to any issue referred for resolution to Schedule 17 (Dispute Resolution Procedure) pursuant to this paragraph 2.4(A)(4).

2.5. **Schedule of Members of the Core Group**

(A) The initial members of the Core Group are set out in Schedule 1 (Contract Data).

(B) Successors may be appointed by the relevant Party in writing subject to the consent of the other Party, such consent not to be unreasonably withheld or delayed.

2.6. **Core Group meeting agenda**

(A) The agenda for Core Group meetings shall follow the following structure provided in Table 4 in section 1 above but may be amended by agreement:

3. Supplier's Plans

3.1. The Supplier shall comply with the plans listed in this paragraph 3, which are:

(A) Health, Safety, Quality and Environmental Plan in accordance with Schedule 5 (Health, Safety, Quality and Environmental Requirements);

(B) Competency Management and Training Plan in accordance with this Schedule 13 (Contract Management);

(C) Strategic Labour Needs and Training Plan in accordance with Schedule 10 (Strategic Labour Needs and Training);

(D) Business Continuity Plan in accordance with this Schedule 13 (Contract Management);

(E) Mobilisation Plan in accordance with Schedule 18 (Mobilisation);

(F) Contract Management Plan in accordance with Schedule 18 (Mobilisation); and

(G) Demobilisation Plan in accordance with Schedule 16 (Obligations on Handover).

3.2. The Supplier shall review and submit to the Company's Representative for approval updated copies of such plans as per the frequencies specified in paragraph 3.4 of this Schedule 13 (Contract Management).

3.3. The Company's Representative shall provide the Supplier with comments on the plans within thirty (30) Working Days of receipt. The Supplier shall incorporate the comments and suggestions of the Company and shall issue a revised copy of the plans to the Company within fourteen (14) Working Days of receipt. No amended plan shall take effect until the Company’s Representative has confirmed the Company’s approval of the amended plan(s).

3.4. The Supplier shall be required to provide the above plans in the frequencies stated below:

Plan	Frequency
Health, Safety, Quality and Environmental Plan	Annually
Competency Management and Training Plan	Annually
Strategic Labour Needs and Training Plan	Annually
Business Continuity Plan	Annually
Demobilisation Plan	Annually

(A)**Health, Safety, Quality and Environmental Plan**

The Supplier shall set out its approach to health, safety, quality, environment and corporate social responsibility in accordance with Schedule 5 (Health, Safety, Quality and Environmental Requirements).

(B)**Competency Management and Training Plan**

The Supplier shall provide a plan within twenty (20) Working Days of the Commencement Date demonstrating how the Supplier will meet all training requirements for itself, its Supplier Personnel and its sub-contractors as set out in Schedule 3 (Specification).

(C)**Strategic Labour Needs and Training (SLNT) Delivery Plan**

The Supplier shall provide a plan demonstrating how the Supplier will meet the minimum Strategic Labour Needs and Training outputs for itself and its Sub-Contractors in accordance with Schedule 10 (Strategic Labour Needs and Training).

(D)**Business Continuity Plan**

(1) The Supplier shall provide a Business Continuity Plan to the Company in accordance with the requirements of paragraph 3.4(D) of this Schedule 13 (Contract Management) within twenty (20) Working Days

of the Commencement Date. The Supplier shall thereafter comply with the Business Continuity Plan and the Business Continuity Plan cannot be varied unless agreed by the Parties in writing.

(2) The Business Continuity Plan shall detail how the Supplier will fulfil its responsibilities and obligations to the Company under the terms of the Contract in the event of an incident affecting the Supplier's ability to provide the Services, including its business recovery arrangements and testing regime.

(3) The Supplier shall review and update, in conjunction with the Company's Representative, its Business Continuity Plan on an annual basis, unless an alternative frequency is agreed between the Parties.

(4) The Supplier shall review and test the robustness of its Business Continuity Plans annually (unless an alternative frequency is agreed between the parties) or following any incident or business change and implement changes to the plan based on test outcomes.

(5) The Supplier shall be responsible for providing assurance to the Company that its Business Continuity Plan is appropriate in the circumstances to recover, within reasonable timescales, parts of the Supplier's business so as to provide continuity in performance of the Services in accordance with the Contract.

(6) The Supplier shall provide to the Company, upon request, evidence that its Business Continuity Plan is tested on an annual basis. The Company reserves the right to ask for further details regarding the Supplier's Business Continuity Plan.

(7) The Supplier shall identify risks to continuity of delivery of the Services to the Company and develop a specific Business Continuity Plan to ensure that all Services are available to the Company as required, and there is minimum disruption to the Company in the event of incidents where the Business Continuity Plan is enacted.

(8) Within the Business Continuity Plan, the Supplier shall set out its approach to managing operational and commercial risk. This shall include, but shall not be limited to, the Supplier's Contract-specific

plan for business continuity, incorporating the potential risks to business continuity, its mitigation strategies, how the Services will be delivered in the event of a disruption to normal operations and how the Business Continuity Plan will be tested.

(E)**Demobilisation Plan**

The Supplier shall deliver a Demobilisation Plan in accordance with Schedule 16 (Obligations on Handover).

Schedule 14
Project Processes

1. Definitions

1.1. For the purposes of this Schedule 14 (Project Processes), the following expressions shall have the following meanings:

"Commencement Notice" has the meaning given in paragraph 2.2.11 of this Schedule 14 (Project Processes).

"Core Requirements" means the document issued by the Company setting out its requirements and inputs for in the next Budget Period in respect of:

(A) the number of each Gang Type to be provided;

(B) day and night shift Gang allocations;

(C) Key Materials stock holding levels; and

(D) the Company's Equipment available for use in the Budget Period.

"Exceptions Report" has the meaning set out in paragraph 3.6 of this Schedule 14 (Project Processes).

"Fee Percentages" means, collectively, the Management Fee Percentage, the Materials Overhead and Profit Percentage, the Equipment Overhead and Profit Percentage and the Specialist Sub-Contractor Overhead and Profit Percentage.

"Shift Report(s)" the shift reports to be provided by the Supplier in accordance with this Schedule and the Contract in the form set out in Appendix 4 Part B of Schedule 3 (Specification) (or as otherwise required by the Company in writing from time to time).

"SPCs" has the meaning given in Schedule 3 (Specification).

"Weekly Meeting" means the weekly meeting set out in Schedule 13 (Contract Management)

"Worksite Scope" has the meaning set out in paragraph 3.3 of this Schedule 14 (Project Processes).

"Zone" has the meaning given in Schedule 3 (Specification).

2. Baseline Resource Programmes

2.1. Baseline Resource Programme for Budget Period One

The approved Baseline Resource Programme for Budget Period One is contained in Schedule 1 (Contract Data). The Commencement Notice for the approved Baseline Resource Programme is agreed by the Company and the Supplier to have been issued on the Commencement Date.

2.2. Baseline Resource Programme for Budget Period Two and all subsequent Budget Periods

2.2.1. The Company's Representative shall issue the Core Requirements not later than 13 weeks prior to the last day of the preceding Budget Period for all subsequent Budget Periods.

2.2.2. The Supplier shall prepare the draft Baseline Resource Programme based on the Core Requirements. The draft Baseline Resource Programme shall be formulated as far as possible to provide all the Company's Core Requirements taking into account:

(A) the scale of change in the number of Gangs and Gang Types required from that provided in the proceeding Budget Period;

(B) the availability of additional Competent resources; and

(C) timescales for consultation (if applicable) in regards to compliance with employment law.

2.2.3. The Supplier shall prepare the Baseline Resource Programme using the Gang Rates set out in Schedule 1 (Contract data) in support of each draft Baseline Resource Programme the Supplier shall provide the following information:

(A) where the end date of any out-going Gang is later than the start of the Budget Period the out-going Gang's end date; and

(B) where the start date of an incoming Gang is later than the start of the Budget Period in incoming Gang's start date.

2.2.4. The Supplier shall prepare the draft Baseline Resource Programme and issue to the Company's Representative within 4 weeks of issue by the Company's Representative of each Core Requirements submission.

2.2.5. The Company shall review the draft Baseline Resource Programme and shall notify the Supplier within 2 weeks of such review of its approval or of any required changes, including but not limited to outgoing Gang end dates and incoming Gang start dates. Within 2 weeks of such notification requiring changes, the Supplier shall revise the draft Baseline Resource Programme, as necessary and shall resubmit the draft Baseline Resource Programme to the Company's Representative for approval by the Company.

2.2.6. Where the Company approves under paragraph 2.2.5 alone the draft Baseline Resource Programme submitted under paragraph 2.2.4 or a draft Baseline Resource Programme resubmitted in accordance with paragraphs 2.2.5 and 2.2.7, the proposed Baseline Resource Programme shall be deemed approved.

2.2.7. If the Company rejects a draft Baseline Resource Programme resubmitted in accordance with paragraph 2.2.5, the Supplier and the Company shall repeat the process set out in paragraph 2.2.5 until such time as the Company has approved the Baseline Resource Programme or until determination in accordance with paragraph 2.2.10. The provisions of paragraph 2.2.6 shall apply to any draft Baseline Resource Programme approved by the Company in accordance with the process set out in paragraph 2.2.5 or paragraph 2.2.8.

2.2.8. In the event that the draft Baseline Resource Programme is not approved by the Company in accordance with paragraph 2.2.5 or 2.2.7, either Party may submit, a draft Baseline Resource Programme to the Core Group. The Party submitting the matter to the Core Group shall clearly identify the matters unable to be agreed between the Parties. The Core Group’s unanimous determination, if any, shall be made within one week of the referral to it under this paragraph 2.2.8 unless the Company extends that period and if the Core Group unanimously agree the content of the draft Baseline Resource Programme they shall issue the same to the Parties. In the event that the Core Group are unable to reach a unanimous decision then the content of the draft Baseline Resource Programme will be determined in accordance with the provisions set out in paragraph 2.4(A)(4) of Schedule 13 (Contract

Management).

2.2.9. Upon determination in accordance with paragraph 2.2.8 the Supplier, shall amend the draft Baseline Resource Programme to incorporate the determination made under paragraph 2.2.8. The Supplier shall resubmit the draft Baseline Resource Programme to the Company within 1 week of the determination under paragraph 2.2.8. The Company shall review the aforesaid submission within 1 week of receipt and if the draft Baseline Resource Programme adequately reflects in the Company's opinion, acting reasonably, the determination made under paragraph 2.2.8, the Company shall approve the draft Baseline Resource Programme shall be deemed approved.

2.2.10. Where the Company does not approve the Supplier's resubmission of the draft Baseline Resource Programme under paragraph 2.2.9 or the Supplier fails to resubmit the draft Baseline Resource Programme, the Company acting reasonably shall make the necessary amendments to the draft Baseline Resource Programme and issue the same to the Supplier. Upon the issue by the Company of the Baseline Resource Programme, the Baseline Resource Programme shall be deemed approved.

2.2.11. Upon approval of the draft Baseline Resource Programme in accordance with paragraph 2.2.5 or 2.2.7 or 2.2.8 such draft Baseline Resource Programme shall become a Baseline Resource Programme in respect of which the Company's Representative may issue a written notice to the Supplier in accordance with this paragraph 2.2.11 confirming the Company's approval of the Baseline Resource Programme ("**Commencement Notice**"). The Company's Representative may issue a Commencement Notice in respect of the relevant Baseline Resource Programme not later than 2 weeks after its approval in accordance with paragraphs 2.2.5 or 2.2.7 or 2.2.8. The Supplier shall not proceed with the relevant Baseline Resource Programme until such Commencement Notice is given.

2.2.12. Upon receipt of a Commencement Notice, the Supplier shall provide the Gangs defined by the Baseline Resource Programme from the commencement date of the applicable Budget Period. Where a Commencement Notice is not issued prior to the first day of the Budget Period to which a Baseline Resource Programme relates the Supplier shall continue

to provide the Gangs relating to Baseline Resource Programme agreed for the proceeding Budget Period until such time as the Commencement Notice is issued.

3. Weekly Briefing and Review meetings (the Weekly Meeting)

3.1. The Company will hold Weekly Meetings at which it will set out vegetation management activities to be completed in the next 7 day period. The Weekly Meetings will be held at the nominated rostering locations, with separate Weekly Meetings for each Zone.

3.2. At the Weekly Meetings the Supplier shall be represented by its operational managers and the SPCs from each Gang engaged in the delivery of the Services within the applicable Zone.

3.3. In respect of vegetation management to be undertaken at a new Worksite the Company will present the following information which will be supported by a written summary of requirements (the "**Worksite Scope**").

(A) the Worksite location and limits of operation;

(B) Worksite access;

(C) the scope of vegetation management to be undertaken;

(D) methods for disposal of debris;

(E) the number of each Gang Type to be deployed;

(F) the budgeted number of shifts for completion;

(G) The name and contact details for the Company's delegated representative for the Released Activity.

3.4. Following the briefing of the activities to be undertaken at a new Worksite pursuant to paragraphs 3.1 to 3.3 (inclusive) (above) the Worksite Scope will be deemed to be released to the Supplier for delivery and shall constitute "**Released Activity"**.

3.5. The agenda for the Weekly Meetings will also include a progress review of prior Released Activity to confirm status of completion and to confirm Gang availability for new Released Activity.

3.6. Where Released Activity(s) takes longer that the budgeted number of Shifts, the Supplier shall provide a written report in explanation. The report shall be submitted no later than 24 hours prior to being presented by The Supplier at the Weekly Meeting (the "**Exceptions Report**").

3.7. If applicable the Company may also provide early warning of any Additional Services that the Company may require in the forthcoming 7 day period. For the avoidance of doubt such early warning is for information only and shall not be acted upon by the Supplier until an Additional Service Notice is issued by the Company in accordance with Part B (Additional Services) of Schedule 4 (Contract Variation Procedure and Additional Services).

3.8. Following each Weekly Meeting the Company's Representative shall issue minutes and append the applicable Worksite Scopes and Exceptions Reports.

4. Cost Management and Information

4.1. Introduction

4.1.1. The Supplier shall provide information to the Company which will support the Company's cost control and management reporting procedures and is requested to note the importance of submitting accurate and timely information. The information will be used in the preparation of management reports within the Company and should communicate the Supplier's comprehensive view regarding the financial position for each current Baseline Resource Programme, taking account of the impact of current and anticipated future events.

4.1.2. The Supplier shall prepare reports showing earned value and the forecasts of the final outturn cost (including Defined Cost and Management Fee) in respect of each Budget Period and submits the reports to the Company's Representative each period. Reports are in a format agreed by the Company's Representative.

4.1.3. Each report shall consist of:

(A) contract summary report; and

(B) Budget Period summary report consisting of:

(1) value of work done / earned value / estimated final cost reports;

(2) Relief Event details notified and implemented;

(3) early warnings notified;

(4) variance analysis;

(5) Price for Services Provided to Date;

(6) Defined Cost accruals; and

(7) a unit rate report.

4.1.4. The Supplier will be required to report against appropriate, and as required by the Company, work breakdown structures ("WBS"), and cost breakdown structures ("CBS") that will enable P6 to identify the “value of work done”, ("VOWD"), cashflow forecast ("CF") and earned value ("EV") comparators and provide reporting information into both SAP and the Company’s estimating system. The WBS and CBS to be adopted are to be as directed by the Company's Representative.

4.1.5. The Supplier shall establish an internal cost capture system that will capture and code costs in accordance with the WBS and CBS and will include the allocation of separate cost codes for Disallowed Cost and costs that fall within the Supplier’s Fee Percentages.

4.1.6. Unless otherwise agreed, all cost information required by the Company to complete internal reports shall be submitted to the Company’s Representative by the end of week 2 of each Period.

4.2. **Applications for Payment**

4.2.1. Payment Applications shall be made in accordance with the payment cycle for Periods, and shall be submitted in accordance with the requirements of Schedule 2 (Payment) of this Contract.

4.2.2. The Supplier’s Payment Applications shall additionally be in a format to reflect the separately the Gang Cost, the Defined Cost of Materials; Equipment and Specialist Sub-Contractors in accordance with the CBS required by the

Company. Relief Events within Supplier's Payment Applications shall be similarly allocated to the same CBS.

4.2.3. The Supplier shall prepare a monthly cashflow forecast in a format which correlates directly to the accepted Baseline Resource Programme (P6 format) and the cashflow forecast shall be submitted by the Supplier on a Period (4-weekly) basis concurrently with the Supplier's Payment Application, and shall include a forecast breakdown by CBS.

4.3. Shift Reports and Applications for Payment

4.3.1. All Payment Applications must be substantiated by Shift Report(s) duly signed on behalf of the Supplier and the Company. Unsigned Shift Reports will not be accepted by Company as a basis for payment.

4.3.2. Shift Reports must be signed daily in accordance with paragraph 4.3.1 at the end of the appropriate Shift. For the avoidance of doubt, Shift Reports in respect of day Shifts and night Shifts must be signed-off separately. Each Shift Report shall be completed in duplicate; the original is retained by the Supplier and the copy are submitted to the Company in accordance with the instructions on use.

4.3.3. Weekly Shift Report summaries must be submitted electronically in Excel format by no later than 18:00 hours each Monday summarising the Shift Reports for the preceding working week.

4.3.4. The Company's working week runs from Sunday to Saturday. The final weekly Shift Report summary of each Period can be included in the Payment Application for the relevant Period.

4.3.5. Payment Applications must be submitted electronically in Excel format and accompanied by a complete set of hard-copy Shift Reports for the Period. Supplier's invoices must also be submitted to substantiate the costs of any purchases of Key Materials and Equipment, Materials and Specialist Sub-contractors instructed as Additional Services in accordance with Part B (Additional Services) of Schedule 4 (Contract Variation Procedure and Additional Services).

5. Management of Risk

5.1. Risk shall be managed in accordance with this Contract. The Supplier shall co-operate with the Company in providing information needed in connection with risk management.

5.2. The Supplier shall manage risk in accordance with the Standard LU-PR-10846.

Schedule 15

Responsible Procurement

1. Timber Standards

For the purposes of this Schedule 15 (Responsible Procurement), unless the context indicates otherwise, the following expressions shall have the following meanings:

"**Independent Report**" means an independent report by an individual or body:

(a) whose organisation, systems and procedures conform to:

(i) ISO Guide 65:1996 (EN 45011:1998); and

(ii) general requirements for bodies operating product certification systems; and

(b) who is accredited to audit against forest management standards by a national or international body whose organisation, systems and procedures conform to ISO Guide 61 General Requirements for Assessment and Accreditation of Certification Bodies;

"**Legal Timber**" means Timber in respect of which the organisation that felled the trees and/or provided the Timber from which the wood supplied under the Contract derived:

(a) had legal rights to use the forest;

(b) holds a register of all local and national laws and codes of practice relevant to forest operations; and

(c) complied with all relevant local and national laws and codes of practice including environmental, labour and health and safety laws and paid all relevant royalties and taxes;

"**Recycled Timber**" and "**Reclaimed Timber**"	means recovered wood that has been reclaimed or re-used and that has been in previous use and is no longer used for the purpose for which the trees from which it derives were originally felled. The terms 'recycled' and 'reclaimed' are interchangeable and include, but are not limited to the following categories: pre-consumer recycled wood and wood fibre or industrial by-products but excluding sawmill co-products (sawmill co-products are deemed to fall within the category of Virgin Timber), post-consumer recycled wood and wood fibre and drift wood. Recycled or Reclaimed Timber must be capable of being evidenced as such to the Company's satisfaction in order to satisfy this definition;
"**Sustainable Timber**"	means Timber, which in order to meet the Company's criteria for sustainable timber, must be: (a) Recycled Timber; or (b) Sustainably Sourced Timber; or (c) a combination of (a) and (b);
"**Sustainably sourced Timber**"	means Timber sourced from organisational, production and process methods that minimise harm to ecosystems, sustain forest productivity, ensure that both forest ecosystem health and vitality, and forest biodiversity is maintained. In order to satisfy this definition, Timber must be accredited with the Forest Stewardship Council ("FSC") or equivalent. Where it is not practicable to use FSC standard accredited Timber, the Company will accept Timber accredited through other schemes approved by the Central Point of Expertise on Timber (CPET), as listed below: (a) Canadian Standards Association (CSA); (b) Programme for the Endorsement of Forest

Certification (PEFC); or

(c) Sustainable Forestry Initiative (SFI),

or such other source as the Supplier may demonstrate to the Company's satisfaction is equivalent;

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

"**Virgin Timber**" means Timber supplied or used in performance of the Contract that is not Recycled Timber.

1.1 **Supplier's Obligations and the Company's Rights**

a. The Supplier shall ensure that all Timber supplied or used in the performance of the Contract shall be Sustainable Timber. If it is not practicable for the Supplier to meet this condition the Supplier must inform the Company in writing prior to the supply of any Timber that is not Sustainable Timber, and stating the reason for the inability to comply with this condition. The Company reserves the right, in its absolute discretion, to approve the use of Timber that is not Sustainable Timber. Where the Company exercises its right to reject any Timber, the provisions of paragraph 1.1(d) below shall apply.

b. Without prejudice to paragraphs 1.1(a) and 1.3(b), all Virgin Timber procured by the Supplier for supply or use in performance of the Contract shall be Legal Timber.

c. The Supplier shall ensure that Virgin Timber it procures for supply or use in performance of the Contract shall not have derived from any species of tree that is protected under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) unless the Supplier can prove, by producing official documentation, that he has complied with the CITES

requirements that permit trading in the particular species of tree so listed under that Convention.

d. The Company reserves the right to reject at any time any Timber that does not comply with the conditions of this Contract or the Works Information. Where the Company exercises its right to reject any Timber, the Supplier shall supply contractually compliant alternative Timber, at no additional cost to the Company and without causing delay to the performance of the Contract.

e. The Supplier shall maintain records of all Timber supplied and used in the performance of the Contract. Such information shall be made available to the Company promptly if requested at any time.

1.2 **Company's Reporting Requirements**

a. Unless the Company has given its written approval in accordance with paragraph 1.1(a) that Timber that is not Sustainable Timber may be used, then, if requested, the Supplier shall promptly provide evidence to the Company's satisfaction that the Timber is Sustainable Timber.

b. Upon a request by the Company referred to in paragraph 1.2(a), in the event that the Supplier does not promptly provide such evidence, or the evidence provided does not satisfy the Company's requirements, then (and without prejudice to paragraph 1.3(a)), the Company reserves the right to retain 25% of any monies payable to the Supplier under the Contract until such date as the Company is in receipt of such evidence and the Company is satisfied that the evidence establishes that the Timber is Sustainable Timber.

c. The Supplier shall report quarterly on its use of Sustainable Timber in the performance of the Contract.

d. The Supplier shall report on the amount of Timber that has been supplied to the Company in accordance with paragraph 1.1(a) which is not Sustainable Timber.

1.3 **Verification**

a. **Evidence of Sustainable Timber**

(i) The Company reserves the right to determine whether the evidence supplied by the Supplier is sufficient to satisfy it that the Works

Information and the conditions of this Contract have been fully complied with. In the event that the Company is not so satisfied, the Supplier shall, on written request by the Company, commission and meet the costs of an Independent Report to:

(1) verify the source of the Timber; and

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

b. **Evidence of Legal Timber**

(i) The Supplier shall, before delivering any Virgin Timber under this Contract, obtain documentary evidence to the Company's satisfaction that the Timber is both Legal and Sustainable Timber. If requested in writing by the Company, the Supplier shall submit such documentary evidence to the Company either prior to delivery or at such other times as the Company may require. For the avoidance of doubt, the Supplier shall identify, as part of the evidence submitted, a chain of custody from the source of the Timber through to delivery of the final product.

(ii) The Company reserves the right at any time during the execution of the Contract and for a period of 6 years from final delivery of any Timber under the Contract to require the Supplier to produce the evidence required for the Company's inspection within 14 days of the Company's written request.

2 **Ethical Sourcing**

2.1 The Company is committed to ensuring that workers employed in its supply chains throughout the world are treated fairly, humanely and equitably. In the course of complying with this Contract, the Supplier shall comply with and shall procure that its Sub-Contractors (as applicable) comply with those principles of the ETI Base Code, or an equivalent code of conduct approved by the Company, (the "Ethical Sourcing Principles") in relation to the provision of the Services.

2.2 As at the Commencement Date, the Supplier shall be registered with an ethical supplier database, such as SEDEX (Supplier Ethical Data Exchange). The Supplier agrees that for the duration of this Contract, it shall permit and enable the Company

to have access to the information relating to the Supplier that subsists in such ethical supplier database.

2.3 During the course of this Contract, the Company has the right to request the Supplier to carry out one or more audits using a reputable auditor to verify whether the Supplier is complying with the Ethical Sourcing Principles. The identity of the auditor is to be approved by the Company, such approval not to be unreasonably withheld or delayed. The costs of the audit shall be borne by the Company.

2.4 During the course of this Contract, if the Company has reasonable cause to believe that the Supplier is not complying with any of the Ethical Sourcing Principles, then the Company shall notify the Supplier and the Parties shall agree an action plan with appropriate timeframes for compliance by the Supplier (the "Action Plan"), such Action Plan to be agreed by the Parties by no later than 5 Working Days from the date of the Company notifying the Supplier that remedial action is required or such other period as the Parties may otherwise agree in writing. The costs of the creation and implementation of the Action Plan shall be borne by the Supplier.

2.5 Following the agreement of the Action Plan, the Company reserves the right to conduct one or more audits, (either itself or via a third-party auditor approved by the Company) in relation to compliance by the Supplier with the Action Plan.

2.6 For the avoidance of doubt, the rights of audit contained in this Schedule 15 (Responsible Procurement) shall include without limitation the right of the Company (or a Company-approved auditor) acting reasonably to undertake physical inspections of relevant sites/factories, to conduct interviews with relevant personnel and to inspect relevant documents. The Supplier shall co-operate and shall procure that its Sub-Contractors (as applicable) co-operate with the Company in relation to all aspects of any audit.

3. Supplier Diversity

3.1 Strategic Equality and Diversity Plan

(a) For the purposes of this paragraph 3, the expression "Agreed Strategic Equality and Diversity Plan" means the strategic equality and diversity plan to be provided by the Supplier to the Company and as negotiated and agreed between the Parties and attached to the Contract as a new Schedule headed "Agreed Strategic Equality and Diversity Plan".

(b) For the duration of this Contract, the Supplier shall comply with the Agreed Strategic Equality and Diversity Plan and shall procure that each of its Sub-Contractors adopts and implements a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as that agreed with the Company and set out in the Agreed Strategic Equality and Diversity Plan.

(c) Where a Sub-Contractor has, pursuant to paragraph 3.1(b) or otherwise, adopted a strategic equality and diversity plan, the Supplier shall procure that each of its Sub-Contractors provides a copy of its strategic equality and diversity plan (and any amendments thereto) to the Company or its nominee as soon as reasonably practicable.

3.2 **Diversity Training**

(a) For the duration of this Contract, the Supplier shall comply with the "Agreed Training Plan" in relation to all of its employees engaged in the performance of the Contract. For the purposes of this paragraph 3, the expression "Agreed Training Plan" means the diversity training plan to be provided by the Supplier to the Company and as negotiated and agreed between the parties and attached to the Contract as a new Schedule headed "Agreed Training Plan". The Supplier shall procure that each of its Sub-Contractors adopts and implements a diversity training plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as the Agreed Training Plan.

(b) Where a Sub-Contractor has, pursuant to paragraph 3.3(a) or otherwise, adopted a diversity training plan, the Supplier shall procure that each of its Sub-Contractors provides a copy of its diversity training plan (and any amendments thereto) to the Company or its nominee as soon as reasonably practicable.

3.3 **Supplier Diversity**

(a) For the duration of this Contract the Supplier shall at all times comply with the "Agreed Supplier Diversity Plan". For the purposes of this paragraph 3, the expression "Agreed Supplier Diversity Plan" means the supplier diversity plan to be provided by the Supplier to the Company and as negotiated and agreed between the parties and attached to the Contract as a new Schedule headed

"Supplier Diversity Plan". The Supplier shall procure that each of its Sub-Contractors adopts and implements a supplier diversity plan in relation to the performance of this Contract which is as least as extensive as the Agreed Supplier Diversity Plan.

(b) Where a Sub-Contractor has, pursuant to paragraph 3.3(a) or otherwise, adopted a supplier diversity plan, the Supplier shall procure that each of its Sub-Contractors provides a copy of its supplier diversity plan (and any amendments thereto) to the Company or its nominee as soon as reasonably practicable.

3.4 **Communications Plan**

For the duration of this Contract and in all dealings with the Local Community, the Supplier shall comply with the Agreed Communications Plan. For the purposes of this paragraph 3, the expression "Agreed Communications Plan" means the communications plan to be provided by the Supplier to the Company and as negotiated and agreed between the parties and attached to the Contract as a new Schedule headed "Agreed Communication Plan" and the expression "Local Community" means those areas of London affected by the Services from time to time.

3.5 **Monitoring and Reporting**

(a) Subject to paragraph 3.5(c), the Supplier shall use reasonable endeavours to provide the Company on the date of this Contract and subsequently every 12 months from the date of this Contract or such other frequency as the Company may reasonably request with an annual report on performance and compliance with the equality and diversity provisions as set out in paragraphs 3.1 to 3.4 of this Schedule 15 (Responsible Procurement). The annual report should set out:

(i) the performance of the Supplier over the past 12 months in relation to the Agreed Strategic Equality and Diversity Plan, the Agreed Training Plan, the Agreed Supplier Diversity Plan and the Agreed Communications Plan and/or the action plan submitted for the previous 12 months in accordance with paragraph 3.5(a)(iv);

(ii) the proportion of the Supplier's employees engaged in the performance of the Contract and, to the extent reasonably possible, the employees of the Sub-Contractors engaged pursuant to the terms of the relevant sub-contracts in the performance of the Contract who are:

(1) female;

(2) of non-white British origin or who classify themselves as being non-white British;

(3) from the local community; or

(4) disabled;

(iii) the proportion of the Supplier's Sub-Contractors that are SMEs and/or BAMEs and/or other suppliers from other under-represented or protected groups; and

(iv) a plan of action for the forthcoming 12 months showing what the Supplier plans to do to continue delivery of the equality and supplier diversity objectives.

(b) For the purposes of this paragraph 3.5, the meaning of SME and BAME is as set out in Appendix 2 (TfL Supplier Diversity Definitions) to this Schedule 15 (Responsible Procurement).

(c) The Supplier shall ensure at all times that it complies with the requirements of the Data Protection Act 1998 (as may be amended) in the collection and reporting of the information to the Company pursuant to paragraph 3.5(a).

3.6 **Equality and Diversity Infractions**

(a) For the purposes of this paragraph 3.6, "Equality and Diversity Infraction" means any breach by the Supplier of its obligations specified in paragraphs

3.1 to 3.4 of this Schedule 15 (Responsible Procurement) and/or any failure by a Sub-Contractor to adopt and implement a strategic equality and diversity plan, a diversity training plan and/or a supplier diversity plan as described in paragraphs 3.1 to 3.4 of this Schedule 15 (Responsible Procurement).

(b) If the Supplier or any of its Sub-Contractors commits an Equality and Diversity Infraction, the Company shall be entitled (but not obliged) to act as follows:

(i) if an Equality and Diversity Infraction is committed by the Supplier then the Company may serve written notice upon the Supplier identifying in reasonable detail the nature of the Equality and Diversity Infraction, and the Supplier shall cease committing and remedy, at its own cost, the Equality and Diversity Infraction, within 30 days of receipt of such notice (or such longer period as may be specified in the notice); or

(ii) if the Equality and Diversity Infraction is committed by a Sub-Contractor of the Supplier, the Company may serve written notice upon the Supplier identifying in reasonable detail the nature of the Equality and Diversity Infraction, and the Supplier shall procure that the Sub-Contractor ceases committing and remedies, at its own cost, the Equality and Diversity Infraction within 30 days of receipt by the Supplier of such notice (or such longer period as may be specified in the notice). If the Supplier fails to procure the remedy of the Equality and Diversity Infraction, the Company may serve a further written notice upon the Supplier and within 30 days of receipt of such further notice (or such longer period as may be specified in the notice), the Supplier shall terminate, at its own cost, the relevant contract with its Sub-Contractor and procure performance of the affected works or services by another person which also complies with the obligations specified in paragraphs 3.1 to 3.4 of this Schedule 15 (Responsible Procurement).

(c) It shall be a fundamental term and condition of the Contract that the Supplier complies with its obligations under paragraphs 3.6(b)(i) to 3.6(b)(ii). Where, following receipt of a notice given pursuant to paragraphs 3.6(b)(i) to 3.6(b)(ii) the Supplier fails to remedy an Equality and Diversity Infraction to the satisfaction of the Company or in the case of paragraph 3.6(b)(ii) fails to

terminate the contract with a defaulting Sub-Contractor and procure performance by another person on the terms specified in paragraph 3.6(b)(ii) the Supplier will be in breach of the Contract and the Company shall be entitled (but not obliged) to terminate the Contract, without further notice to the Supplier, in accordance with Clause 30.1(a) of the Contract.

3.7 **Equality and Diversity Audit**

(a) The Company or its nominee may from time to time undertake any audit or check of any and all information regarding the Supplier's compliance with paragraphs 3.1 to 3.4 of this Schedule 15 (Responsible Procurement).

(b) The Company's rights pursuant to this paragraph 3.7 shall include any and all documents and records of the Supplier and its Sub-Contractors and shall include the Documentation.

(c) The Supplier shall maintain and retain the Documentation for a minimum of six years from the termination or expiry of the Contract with respect to all matters in respect of the performance of and compliance with paragraphs 3.1 to 3.4 of this Schedule 15 (Responsible Procurement). The Supplier shall procure that each of its Sub-Contractors shall maintain and retain the Documentation for a minimum of six years from the termination or expiry of the Contract with respect to all matters in respect of the performance of and compliance with paragraphs 3.1 to 3.3 of this Schedule 15 (Responsible Procurement). The Supplier shall procure that each sub-contract between it and its Sub-Contractors shall contain rights of audit in favour of and enforceable by the Company substantially equivalent to those granted by the Supplier pursuant to paragraph 3.7(a).

(d) The Company shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Supplier and each Sub-Contractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and/or relevant subcontract (as the case may be).

(e) The Supplier shall promptly provide, and procure that its Sub-Contractors promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:

(i) granting or procuring the grant of access to any premises used in the Supplier's performance of the Contract or in the relevant Sub-Contractor's performance of its sub-contract, whether the Supplier's own premises or otherwise;

(ii) granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's or the relevant Sub-Contractor's obligations specified in paragraphs 3.1 to 3.3 of this Schedule 15 (Responsible Procurement), wherever situated and whether the Supplier's own equipment or otherwise; and

(iii) complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of the Contract or the relevant Sub-Contractor's performance of its Sub-Contract.

(f) For the purposes of this paragraph 3.7, the expression "Documentation" means all information relating to the Supplier's performance of and compliance with paragraphs 3.1 to 3.4 of this Schedule 15 (Responsible Procurement) and the adoption and implementation of a strategic equality and diversity plan, an equality and diversity training plan and a supplier diversity plan by each Sub-Contractor of the Supplier.

SCHEDULE 15 - APPENDIX 1: THE ETI BASE CODE

The following terms shall be defined as follows when used within this Appendix 1:

"Child" means any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under International Labour Organisation ("ILO") Convention No. 11, the lower will apply.

"Young person" means any worker over the age of a child as defined above and under the age of 18.

"Child labour" means any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.

1.1 Employment is Freely Chosen

1.1.1 There is no forced, bonded or involuntary prison labour.

1.1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

1.2 Freedom of Association and the Right to Collective Bargaining Are Respected

1.2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.

1.2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.

1.2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.

1.2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the

development of parallel means for independent and free association and bargaining.

1.3 Working Conditions are Safe and Hygienic

1.3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

1.3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.

1.3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.

1.3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.

1.3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

1.4 Child Labour Shall Not be Used

1.4.1 There shall be no new recruitment of child labour.

1.4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.

1.4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.

1.4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

1.5 Living Wages are Paid

1.5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.

1.5.2 All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.

1.5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

1.6 Working Hours are Not Excessive

1.6.1 Working hours comply with at least UK national laws and benchmark industry standards, whichever affords greater protection.

1.6.2 In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

1.7 No Discrimination is Practised

There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

1.8 Regular Employment is Provided

1.8.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.

1.8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

1.9 No Harsh or Inhumane Treatment is Allowed

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

Note on the Provisions of this Code

The provisions of this code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this code are expected to comply with national and other Applicable Law and, where the provisions of law and this ETI Base Code address the same subject, to apply that provision which affords the greater protection.

SCHEDULE 15 - APPENDIX 2: TFL SUPPLIER DIVERSITY DEFINITIONS

Issue Date: February 2010
Effective: February 2010

Index

2. Diverse Suppliers 329

3. Small and Medium Enterprises (SMEs) 329

4. Black, Asian and Minority Ethnic (BAME) owned businesses 331

5. Suppliers from other under represented groups or protected groups 332

6. Suppliers demonstrating a diverse workforce composition 332

7. Other Definitions & Information 332

1. Document Outline

1.1 Background

Encouraging a diverse base of supplier forms a part of the GLA Group Responsible Procurement Policy. The TfL Supplier Diversity Definitions ensure consistency across Supplier Diversity activities across TfL. These definitions form a basis for the TfL Supplier Diversity Policy and act as a basis for alignment in the measurement of diverse suppliers.

1.2 Version Control

Version Date	Author	Notes
26 February 2010	[redacted]	Turnover/Balance Sheet Amendment
02 February 2009	[redacted]	SME definition update
31 January 2008	[redacted]	Ownership categorisation
8th May 2006	[redacted]	EU definitions
19th October 2005	[redacted]	Updates/clarifications

2. Diverse Suppliers

For the purposes of TfL's Procurement Supplier Diversity Programme, "**Diverse Suppliers**" comprise the following four subsets:

2.1 Small and Medium Enterprises (SMEs)

2.2 Black, Asian and Minority Ethnic (BAME) businesses

2.3 Suppliers from other under-represented or protected groups

2.4 Suppliers demonstrating a diverse workforce composition

The more detailed explanations of the four above subsets are given in the sections below.

3. Small and Medium Enterprises (SMEs)

3.1 A **Small Enterprise**[4] is a business which has both the following:

i) 0-49 Full Time Equivalent employees[1];

AND EITHER

ii) Turnover[2] per annum of no more than £5.6 million net (or £6.72 million gross); in the last Financial Year;

OR

iii) Balance sheet total[3] of no more than £2.8 million net (£3.36 million gross).

3.2 A **Medium Enterprise**[4] is a business which has both the following:

i) 50-249 Full Time Equivalent employees[1];

AND EITHER

ii) Turnover[2] per annum of no more than £22.8 million net (or £27.36 million gross) in the last Financial Year;

OR

iii) Balance sheet total[3] of no more than £11.4 million net (or £13.68 million gross).

3.3 A **Large Enterprise**[4] is a business which has both the following:

i) 250 and over Full Time Equivalent employees[1];

AND EITHER

ii) Turnover[3] per annum over £22.8 million net (or £27.36 million gross) in the last Financial Year;

OR

iii) Balance sheet total[3] of over £11.4 million net (or £13.68 gross).

[1] Full Time equivalent employees is defined in Section 7.1

[2] Turnover is defined in Section 7.3

[3] Balance Sheet Total is defined in Section 7.5

[4] Further explanation is outlined in Section 7.7 (Definition of Size) & 7.8 (Ownership Categorisation)

4. Black, Asian and Minority Ethnic (BAME) owned businesses

A Black, Asian and Minority Ethnic (BAME) owned business is a business which is 51% or more owned by members of one or more Black, Asian or Minority ethnic groups.

Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'White British'.

The minority ethnic classification groups used by TfL for monitoring purposes are:

Ethnic group Racial origin

WhiteIrish

Any other White background

MixedWhite & Black Caribbean

White & Black African

White & Asian

Any other Mixed background

Asian or Asian BritishIndian

Pakistani

Bangladeshi

Any other Asian background

Black or Black BritishCaribbean

African

Any other Black background

Chinese or other Ethnic GroupChinese

Any other Ethnic Group

5. **Suppliers from other under-represented groups or protected groups**

5.1 A Supplier from an under-represented group is one which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):

5.1.1 Women (gender);

5.1.2 Disabled people with physical and sensory impairments, learning difficulties and mental health requirements;

5.1.3 Lesbians, Gay men, Bisexual and Transgender people (sexual orientation); and

5.1.4 Older people (aged 60 or over), young people (aged 24 or under) (age).

5.2 A Supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups, or alternatively, ownership by a social enterprise or a voluntary/community organisation).

6. **Suppliers demonstrating a diverse workforce composition**

This relates to Full Time Equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed in II and III above.

7. Other Definitions & Information

7.1 **Full-Time Equivalent Employees**

Where employee numbers are used, these refer to Full-Time Equivalents (FTEs) expressed in **Annual Work Units** (see below). Staff headcount should include full-time, part-time and seasonal staff and includes the following:

- Employees
- Persons working for the enterprise being subordinated to it and considered to be employees under national law
- Owner managers

- Partners engaged in regular activity in the enterprise and benefiting from financial advantages from the enterprise.

Full-time workers are expressed as hours worked per week. TfL refer to standard UK hours of work as full time workers – i.e. those who work 35 hours a week and 52 weeks a year (including annual leave).

7.2 **Annual Work Units**

Refer to anyone who worked, over the past year, full-time within your enterprise, or on its behalf, during the entire reference year counts as one unit. You treat part-time staff, seasonal workers and those who did not work the full year as fractions of one unit.

7.3 **Turnover**

Turnover is in line with that defined in the Companies Act 1985:

The amounts derived from the provision of goods and services falling within the company's ordinary activities, after deduction of:

i)trade discounts

ii)value added tax

Please refer to paragraph 7.8 regarding ownership categorisation to understand how to interpret ownership, where an enterprise is part of a parent organisation.

7.4 **Financial Year**

All data must be relating to the last approved accounting period and calculated on an annual basis. In the case of newly-established enterprises whose accounts have not yet been approved, the data to apply shall be derived from a reliable estimate made in the course of the Financial Year.

7.5 **Balance Sheet Total**

The annual balance sheet total refers to the value of your company's main assets.

7.6 **Ownership**

Individual or those in named control holding capital or voting rights - either through

private or shared ownership - of any given business entity.

7.7 Definition of Size

Where headcount and turnover and/or balance sheet conditions apply to different size definitions, headcount acts as the more predominant aspect, in defining size.

An organisation does not need to satisfy both turnover and balance sheet total, only one of the conditions and may exceed one of them without losing its status. This is illustrated by an organisation which has 30 employees, a turnover of £12 million and a balance sheet total of £10 million. The number of employees figure would class the organisation as a small organisation, however the turnover and balance sheet total define the organisation as medium. In this case, the headcount would be used to define the classification of the organisation. This organisation would be classed as a small organisation.

To illustrate this, the following scenarios have been mapped for the different characteristics of supplier diversity definitions (based on information from the Department for Trade & Industry *(now Department for Business Enterprise & Regulatory Reform)*):

		Turnover/Balance Sheet Total		
		£5.6m net(up to)/ £2.8m net (up to)	**£22.8m net(up to/incl.)/ £11.4m net (up to/incl.)**	**£22.8m net(over)/ £11.4m net (over)**
Employees	**0-49**	✓	*Employees more predominant*	*Employees more predominant*
	50-249	*Employees more predominant*	✓	*Employees more predominant*
	250+	*Employees more predominant*	*Employees more predominant*	✓

7.8 Ownership Categorisation

EU Commission Definition on Enterprise Ownership Categorisation

The European Commission's Guidance published in 2016 "User Guide to the SME Definition" outlines parameters for defining an organisation's ownership categorisation and whether an organisation is autonomous, partner or linked. The following paragraphs summarise these categories but the Guidance should be referred to for fuller detail.

7.8.1 Autonomous

This is the most common category of ownership.

An organisation if autonomous if:

- It is totally independent, i.e. there is no participation in other enterprises and no enterprise has a participation.
- It has a holding of less than 25% of the capital or voting rights (whichever is the higher) in one or more other enterprises and/or outsiders do not have a stake of 25% or more of the capital or voting rights (whichever is the higher) in your enterprise.
- If an organisation is autonomous, it means that it is not a partner or linked to another enterprise

7.8.2 Partner

An enterprise is a partner enterprise if:

It has a holding equal to or greater than 25%, of the capital or voting rights in another enterprise and/or another enterprise has a holding equal to or greater than 25% in the other.

It is not linked to another enterprise. This means, among other things, that voting rights in the other enterprise (or vice versa) do not exceed 50%.

7.8.3 Linked

Enterprises formed as a **group** through the direct or indirect control of the majority of voting rights. An enterprise owned by another or through the ability to exercise a

dominant influence on another enterprise.

Two or more enterprises are linked when they have any of the following relationships:

- One enterprise holds a majority of the shareholders' or members' voting rights in another.
- One enterprise is entitled to appoint or remove a majority of the administrative, management or supervisory body of another.
- A contract between the enterprises, or a provision in the memorandum or articles of association of one of the enterprises, enables one to exercise a dominant influence over the other.
- One enterprise is able, by agreement, to exercise sole control over a majority of shareholders' or members' voting rights in another.

Refer directly to the EU Commission Definitions for more guidance: http://ec.europa.eu/enterprise/enterprise_policy/sme_definition/sme_user_guide.pdf

Schedule 16
Obligations on Handover

1. Within six (6) months of the Commencement Date, and thereafter annually, on each anniversary of the Commencement Date until the Expiry Date or earlier date of termination of the Contract ("Termination Date"), the Supplier shall submit a draft demobilisation plan for review and approval by the Company's Representative which contains the Supplier's proposals for the demobilisation aspects of the Services, including but not being limited to transfer of staff and Key Material stock holdings. In addition to each such submission, the Supplier shall update the draft demobilisation plan at other intervals where requested to do so by the Company's Representative.

2. The Supplier shall no later than eleven (11) months before the Expiry Date or on the date of receipt of any Termination Notice commence to:

   2.1 prepare and submit for review and approval by the Company's Representative, a detailed demobilisation plan for the Services containing the Supplier's proposals for the demobilisation aspects of the Services, including but not being limited to transfer of staff and Key Material stock holdings and thereafter update the demobilisation plan as requested by the Company's Representative;

   2.2 in order to support the seamless transition of the Services following the Expiry Date or Termination Date, undertake all necessary actions in connection with the demobilisation, including but not being limited to the following:

      (A) providing all necessary resource, including Supplier Personnel to enable timely demobilisation;

      (B) identifying its demobilisation team and demobilisation manager;

      (C) procuring that its demobilisation team shall attend Company chaired demobilisation/transition meetings;

      (D) keeping the Company's Representative fully informed on the progress of the demobilisation;

      (E) complying with all reasonable instructions of the Company in connection with the demobilisation; and

(F) ensuring, supporting and facilitating migration of any IT systems used by the Supplier in providing the Services;

2.3 cooperate fully with and provide all reasonable and necessary assistance and information in connection with the Services and/or to facilitate the orderly transfer of responsibility for and conduct of the Services to the Company and any incoming supplier or suppliers in the transition of the Services before the Expiry Date or Termination Date (as the case may be) and for a period of three months after such date to ensure that the changeover to the incoming supplier (or back to the Company) is effected with minimal disturbance and disruption;

2.4 the requirement for the Supplier to provide cooperation pursuant to paragraph 2.3 above extends to any retender process for the Services carried out by the Company in relation to an incoming supplier or suppliers to enable it to access the Worksites and/or Company personnel, and specifically an obligation to provide, on reasonable notice during the term of the Contract, information for the purpose of a competition and managing the transition to an incoming supplier or suppliers, to include:

(A) details of the Services;

(B) details of employees who would transfer to the replacement contractor;

(C) management information; and

(D) any other information that the Company may reasonably require; and

2.5 maintain records, data, files, information and Documentation relating to the Services in such form and manner as to enable the Supplier to effectively transfer them in full to the Company and/or to any third party nominated by the Company, so as to put the Company and/or the third party into a position where the Company and/or the third party can provide a level of service which is similar to or the same level as Services provided under this Contract.

3. On receipt of an instruction from the Company, the Supplier shall return to the Company's Representative all Company Equipment provided to the Supplier in accordance with Clause 12.5 of the Contract.

4. Without prejudice to the provisions of Clause 9(Records and Audit) and 28(Intellectual Property Rights) of the Contract, the Supplier shall:

4.1 hand back to the Company (at the Expiry Date or earlier date of termination of the Contract (as the case may be)) all records, data, files, information and documentation owned by the Company but used by the Supplier in the performance of the Services, subsequently destroy all electronic copy information in the possession of the Supplier and provide a certificate of destruction to the Company's Representative; and

4.2 provide the Company and/or incoming supplier or suppliers with all reasonable help, assistance and co-operation to make available and effect the transfer of records, data, files, information and documentation to an incoming supplier or suppliers so as to enable the Company and/or incoming supplier or suppliers to set up and effect the transition of the Services, in accordance with Clause 9 of the Contract; and

4.3 hand over to the Company (upon request of the Company's Representative but in any event, at the Expiry Date or earlier date of termination of the Contract (as the case may be)) all passes or entry permits.

5. The Supplier shall ensure that (at the Expiry Date or earlier date of termination of the Contract (as the case may be)):

5.1 all Key Materials, are handed over to the incoming supplier and the Company and that relevant members of the Supplier Personnel are present at handover; and

5.2 all areas which the Supplier has used for storage or operation have been left clean and tidy and all rubbish has been removed.

6. During demobilisation the Supplier shall promptly provide all reasonable co-operation and support resource in relation to any audit or check required by the Company and commissioned by the Company's Representative, including in each particular circumstance:

6.1 granting or procuring the grant of access to any premises used in performance of this Contract, whether the Supplier's own premises or otherwise;

6.2 granting or procuring the grant of access to any equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under the Contract, wherever situated and whether the Supplier's own equipment or otherwise;

6.3 making any contracts and other documents, records and information related to the provision of the Services available for inspection;

6.4 granting copying facilities to the Company's auditor for the purposes of making copies of any or all the information, records and documents; and

6.5 complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of this Contract.

7. In the event of a failure by the Supplier to comply with any of the obligations set out in this Schedule 16 (Obligations on Handover) in the final 12 months of this Contract, the Company shall be entitled to retain from each payment per Period due to the Supplier a sum of 5% equal to the cost to the Supplier of performing the relevant obligation(s). The parties agree that such retention shall not be a penalty and is fair and reasonable and represents a genuine pre-estimate of what the cost of performance to the Supplier would have been.

8. The Supplier is required to notify any sub-contractors of the relevant demobilisation procedures set out in this Schedule 16 (Obligations on Handover) and/or the demobilisation plan.

9. In relation to any Necessary Consents, these will not transfer from the Supplier to an incoming supplier or suppliers and the incoming supplier or suppliers shall be required to obtain these in accordance with Clause 4 of the Contract.

Schedule 17
Dispute Resolution Procedure

1. For the purposes of this Dispute Resolution Procedure the following terms have the meanings set out below:

"Adjudicator" means an independent person appointed to act as an adjudicator in accordance with paragraph 9 of this Schedule 17 (Dispute Resolution Procedure).

"Dispute" has the meaning given to it in Clause 49;

"Nominating Authority" means the President or Vice President or other duly authorised officer of the London Court of International Arbitration;

"Notice of Adjudication" means any notice given by a Party to the other party or parties to the Dispute requiring reference of a Dispute to the Adjudicator in accordance with paragraph 8. The Notice of Adjudication shall include:

1.1.1 the nature and a brief description of the Dispute;

1.1.2 details of where and when the Dispute arose; and

1.1.3 the nature of the redress which is sought.

"Referral Notice" means a notice referring a Dispute to the Adjudicator in accordance with paragraph 12;

"Senior Representative" means a representative of a Party at senior executive level.

2. The Company and the Supplier shall follow the procedure set out in this Schedule 17 (Dispute Resolution Procedure) for the management and resolution of Disputes.

3. Subject to paragraph 8, any Dispute may in the first instance be referred in writing from the referring Party to the Senior Representatives by notice in writing to the other Party. The written notice from the referring Party shall give brief written particulars of the Dispute, the relief sought and the basis for claiming the relief sought (including the provisions of this Contract that are relevant to the Dispute). The written notice shall also identify the referring Party's Senior Representative.

4. Within fourteen (14) days of receipt of the notice pursuant to paragraph 3, the responding Party shall provide the referring Party with a brief written response. The

response shall include identification of the responding Party's Senior Representative.

5. The Senior Representatives shall meet and try to reach agreement to resolve the Dispute referred to them pursuant to paragraph 3.

6. If the Senior Representatives are unable to, or fail to, reach agreement to resolve the Dispute within fourteen (14) days after the date of the response under paragraph 4, court proceedings shall not be commenced unless and until the Dispute has first been referred to adjudication (and an Adjudicator's decision has been obtained) in accordance with the procedure in paragraphs 8-30 and notice has been given in accordance with paragraph 28.

7. Each Party bears its own costs and expenses in relation to any reference of a Dispute to the Senior Representatives. Discussions amongst the Senior Representatives and any documents prepared or exchanged in relation to the reference of the Dispute to the Senior Representatives (including, for the avoidance of doubt, the notice under paragraph 3 and any response under paragraph 4) are without prejudice and the Parties shall not make use of or rely upon any without prejudice statements in any proceedings.

8. Notwithstanding the provisions of paragraphs 2, 3, 4, 5, 6 and 7 either Party may give notice at any time of its intention to refer a Dispute to adjudication under the procedure set out in paragraphs 8-30 by giving a Notice of Adjudication to the other parties to the Dispute.

9. Should either Party give a Notice of Adjudication then immediately thereafter the parties to the Dispute shall endeavour to agree upon a person whom they would consider suitable to act as the Adjudicator.

   In the event of the parties to the Dispute failing to agree upon a suitable person who is able to act as the Adjudicator, the referring Party shall request the Nominating Authority to select a person to act as the Adjudicator.

   The Nominating Authority communicates the selection of the Adjudicator to the Parties within four (4) days of receiving a request to do so.

10. Any person requested or selected to act as the Adjudicator in accordance with paragraph 9:

10.1.1 shall be a natural person acting in his personal capacity; and

10.1.2 shall not be an employee of any of the parties to the Dispute, and shall declare any interest, financial or otherwise, in any matter relating to the Dispute

11. The terms of remuneration of the Adjudicator shall be agreed by the parties to the Dispute and the Adjudicator with the object of securing the appointment of the Adjudicator within seven (7) days of the Notice of Adjudication. If any party to the Dispute (but not all parties to the Dispute) rejects the terms of the remuneration of the Adjudicator the same shall be settled (and binding upon the parties to the Dispute) by agreement between the Nominating Authority and the Adjudicator (provided that the level of the Adjudicator's remuneration does not exceed the level originally proposed to the parties to the Dispute by the Adjudicator). If all the parties to the Dispute reject the terms of remuneration proposed by an Adjudicator another person shall be selected as an Adjudicator in accordance with paragraph 9.

12. Where the Adjudicator has been selected in accordance with paragraph 9 the referring Party shall refer the Dispute in writing to the Adjudicator by the Referral Notice in accordance with paragraph 13 within seven (7) days of the date of the Notice of Adjudication or within two (2) days of the date of appointment of the Adjudicator, whichever is later. Upon receipt of the Referral Notice, the Adjudicator must inform every Party to the Dispute of the date that it was received.

13. The Referral Notice shall:

13.1.1 include the facts relied upon by the referring Party in support of its claim(s);

13.1.2 include a statement of the contractual and/or other basis relied upon by the referring Party in support of its claim(s);

13.1.3 include a calculation of the specific monetary amount (if any) that the referring Party is seeking to recover in relation to each and every claim that is the subject matter of the Dispute;

13.1.4 be accompanied by copies of, or relevant extracts from, this Contract and such other documents on which the referring Party relies; and

13.1.5 include the addresses of all Parties to the Dispute.

The referring Party shall send copies of the Referral Notice and the documents referred to in this paragraph 13 to the other Party at the same time as he sends them to the Adjudicator.

14. If a matter disputed by the Supplier under or in connection with a Sub-Contract is also a matter disputed under or in connection with this Contract, the Supplier may, with the consent of the Company, refer the Sub-Contract dispute to the Adjudicator at the same time as the main Contract referral. The Adjudicator shall then decide the disputes together and references to the parties for the purposes of the Dispute are interpreted as including the Sub-Contractor. The parties to the Dispute agree to consider and endeavour to agree in good faith any reasonable request by the Adjudicator for additional time to decide the main Contract and Sub-Contract disputes.

15. The parties to the Dispute may jointly terminate the Adjudicator's appointment at any time. In such a case, or:

15.1.1 if the Adjudicator fails to give notice of his decision within the period referred to in paragraph 18 and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with paragraph 18, or

15.1.2 if the period referred to in paragraph 18 is extended in accordance with paragraph 19 or by agreement by the parties to the Dispute and the Adjudicator fails to give notice of his decision within such extended period, and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with paragraph 18, or

15.1.3 if at any time the Adjudicator declines to act or is unable to act as a result of his death, disability, resignation or otherwise,

a person shall be appointed to replace the Adjudicator in accordance with the provisions of paragraph 9. In the event of the parties to the Dispute failing to jointly appoint a person willing and suitable to act as replacement Adjudicator within three (3) days, any party to the Dispute may apply to the Nominating Authority to appoint a replacement Adjudicator. In any case where the Adjudicator is appointed as a replacement pursuant to this paragraph 15, the parties to the Dispute shall each send to the Adjudicator, as soon as reasonably practicable, copies of all documents supplied by them to the Adjudicator he replaces.

16. The Nominating Authority and its employees and agents shall not be liable to any Party for any act or omission unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Nominating Authority shall be similarly protected from liability.

17. The Party not making the referral may send to the Adjudicator within fourteen (14) days of the date of the referral, with a copy to the other Party, a written statement of the contentions on which it relies and any materials it wishes the Adjudicator to consider.

18. The Adjudicator shall reach his decision and give notice of the decision to the parties to the Dispute within twenty eight (28) days of the date of receipt of the Referral Notice mentioned in paragraph 13, or such longer period as is agreed by the parties to the Dispute after the Dispute has been referred to him. Notice of the Adjudicator's decision (stating that it is given under this Schedule 17 (Dispute Resolution Procedure)) shall be in writing and shall include a summary of the Adjudicator's findings and a statement of the reasons for his decision.

19. The Adjudicator may extend the period of twenty eight (28) days referred to in paragraph 18 by up to fourteen (14) days, with the consent of the Party by whom the Dispute was referred.

20. The Adjudicator's decision shall be binding upon the parties to the Dispute and the Adjudicator unless and until the Dispute is finally determined by legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. The Adjudicator may on his own initiative or on the application of a Party correct his decision so as to remove a clerical or typographical error arising by accident or omission. Any correction of a decision must be made within five days of the delivery of the decision to the parties to the Dispute. As soon as possible after correcting a decision in accordance with this paragraph, the Adjudicator must deliver a copy of the corrected decision to each of the Parties to this Contract. Any correction of a decision shall form part of the decision. The Adjudicator may in his decision allocate his remuneration and expenses between the Parties in accordance with paragraph 27. If the Adjudicator's decision changes any payment which is due under this Contract, payment of the sum decided by the Adjudicator shall be due not later than seven days from the date of the decision or the date on which such payment is due in accordance with the provisions of this Contract, whichever is the later.

21. The Adjudicator:

21.1.1 shall act impartially and as an expert (not as an arbitrator) in the conduct of the reference and in reaching his decision;

21.1.2 shall consider any relevant information submitted to him by any of the parties to the Dispute and make available to them any information to be taken into account in reaching his decision provided in accordance with the procedure (if any) which the Adjudicator may decide;

21.1.3 shall reach his decision in accordance with the law applicable to this Contract;

21.1.4 may take the initiative in ascertaining the facts and the law in relation to the Dispute;

21.1.5 may with the consent of the parties to the Dispute seek legal or technical advice from consultants whose appointment by the Adjudicator (including terms of remuneration) is subject to the approval of the parties to the Dispute;

21.1.6 shall, where a translation of any document is required, decide by whom it should be provided in the event that the parties to the Dispute do not agree.

22. The Adjudicator shall decide in his discretion on the procedure to be followed in the adjudication. In particular he may, but is not obliged to:

22.1.1 convene meetings upon reasonable notice to the parties to the Dispute at which such parties and their representatives are entitled to be present;

22.1.2 submit lists of questions to the parties to the Dispute to be answered in such meetings or in writing within such reasonable time as he requires;

22.1.3 require the parties to the Dispute to provide him with such information and other facilities as he reasonably requires for the determination of the Dispute;

22.1.4 otherwise take such action and adopt such procedures as do not conflict with any of the provisions of this Contract and are reasonable and proper for the just, expeditious and economical determination of the Dispute; and

22.1.5 inspect any part of the Worksites, the Services or the facilities of any relevant Sub-Contractor.

23. The Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as an adjudicator unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Adjudicator shall be similarly protected from liability.

24. All meetings are private and save as required by law the Adjudicator and the Parties shall keep confidential the Dispute, all information of whatever nature provided to him by or on behalf of any Party and his decision.

25. The Parties to a contract to which the Dispute relates shall continue to observe and perform all the obligations contained in such contract, notwithstanding any reference to the Adjudicator, and insofar as the same is consistent with any safety review procedures to which the parties to the Dispute are bound, give effect forthwith to the Adjudicator's decision in every respect unless and until as hereinafter provided the Dispute is finally determined by a court in any legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. Any party to the Dispute may apply to any appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of challenge to the enforcement of the Adjudicator's decision nor any dispute arising out of or in connection with such enforcement or challenge are regarded and treated as a Dispute for the purposes of this Schedule 17 (Dispute Resolution Procedure).

26. After the giving of a Notice of Adjudication, the Parties may seek to agree how the Adjudicator allocates the costs and fees excluding his remuneration and expenses which are dealt with in paragraph 27 below of the adjudication as between the Parties. If such an agreement is reached between the Parties, they shall notify the Adjudicator, who shall allocate costs and fees in accordance with such agreement. The Parties agree to be bound by the Adjudicator's allocation of costs and fees and to pay such costs and fees in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.

27. Subject to any agreement of the Parties, the Adjudicator shall allocate payment of his remuneration and expenses as between the Parties. Unless the Parties otherwise agree, the Adjudicator awards the payment of his remuneration and expenses on the general principle that costs should follow the event, except where it appears to the Adjudicator that in the circumstances this is not appropriate in

relation to the whole or part of his remuneration or expenses. The Parties agree to be bound by the Adjudicator's allocation of payment of his remuneration and expenses and pay such remuneration and expenses in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.

28. All notices, written submissions and any other written communications between the parties to the Dispute and the Adjudicator shall either be delivered by hand, sent by facsimile or sent by first class pre-paid post or recorded delivery (airmail if posted to or from a place outside the United Kingdom) and, in each case, copied simultaneously (delivered or sent as aforesaid) to the other Parties. Copies by way of confirmation of all communications by facsimile between the parties to the Dispute and the Adjudicator shall also be sent by first class post (airmail if posted to or from a place outside the United Kingdom) not later than the next following Working Day the date of the original facsimile transmission.

29. All information of whatever nature provided to the Adjudicator by any party to the Dispute shall be copied to the other parties simultaneously.

30. If any party to a Dispute is dissatisfied with the Adjudicator's decision on that Dispute, that party may commence court proceedings for the final determination of the Dispute

Schedule 18
Mobilisation

Mobilisation Plan

1.1 The Supplier shall (within 10 days from the Commencement Date) prepare and submit for review and approval by the Company's Representative, a Mobilisation plan for the Services substantially in the form attached at Appendix 1 to this Schedule 18 (Mobilisation) and shall thereafter update the Mobilisation plan as and when requested to do so by the Company.

1.2 The Mobilisation Plan shall detail the Supplier's proposals for the mobilisation aspects of the Services, including but not being limited to transfer of staff from the Current Service Provider (as that term is defined in Clause 24.1of the Contract), any recruitment of additional Supplier Personnel, establishment of Key Material stock holdings, provision of Tools of the Trade, provision of vehicles and establishment of storage facilities at the Company's premises.

1.3 In order to support the seamless mobilisation of the Services the Supplier shall, from the Commencement Date, undertake all necessary actions in connection with the mobilisation of the Services, including but not being limited to the following:

(A) providing all necessary resource, including Supplier Personnel to enable timely mobilisation;

(B) identifying its mobilisation team and mobilisation manager;

(C) procuring that its mobilisation team attend Company chaired mobilisation/transition meetings;

(D) keeping the Company's Representative fully informed on the progress of the mobilisation;

(E) complying with all reasonable instructions of the Company in connection with the mobilisation; and

(F) establishment and integration of any IT systems to be used by the Supplier in providing the Services (in particular accounting systems for the capture of Defined Cost in accordance with the requirements of the Contract).

(G) preparation of procurement plans and establishment of supply chain for all

resources provided by the Supplier; and

(H) preparation of the Contract Management Plan

1.4 The Supplier shall liaise as necessary with the Current Service Provider in order to facilitate an orderly transfer and mobilisation of the Services.

2. **Contract Management Plan**

2.1 The Supplier shall prepare and submit for review and approval by the Company's Representative, no later than 4 weeks prior to the end of the Mobilisation Period, a contract management plan setting out the project control processes it proposes to put in place to support the delivery of the Services in support of its obligations to comply with the requirements of Schedule 2 (Payment), Schedule 13 (Contract Management) and Schedule 14 (Project Processes).

2.2 The Supplier shall prepare during the Mobilisation Period (and thereafter maintain and update) a Contract Management Plan detailing the agreed processes for the administration of the Contract. The Contract Management Plan shall as a minimum cover the following subject areas:

(A) schedule of contract administration meetings;

(B) agendas, terms of reference and required attendees for contract administration meetings;

(C) relationship management;

(D) safety leadership;

(E) performance management (KPI data collection);

(F) financial reporting;

(G) accounting and audit processes in respect of the calculation of Defined Cost; and

(H) final accounting process for each Budget Period.

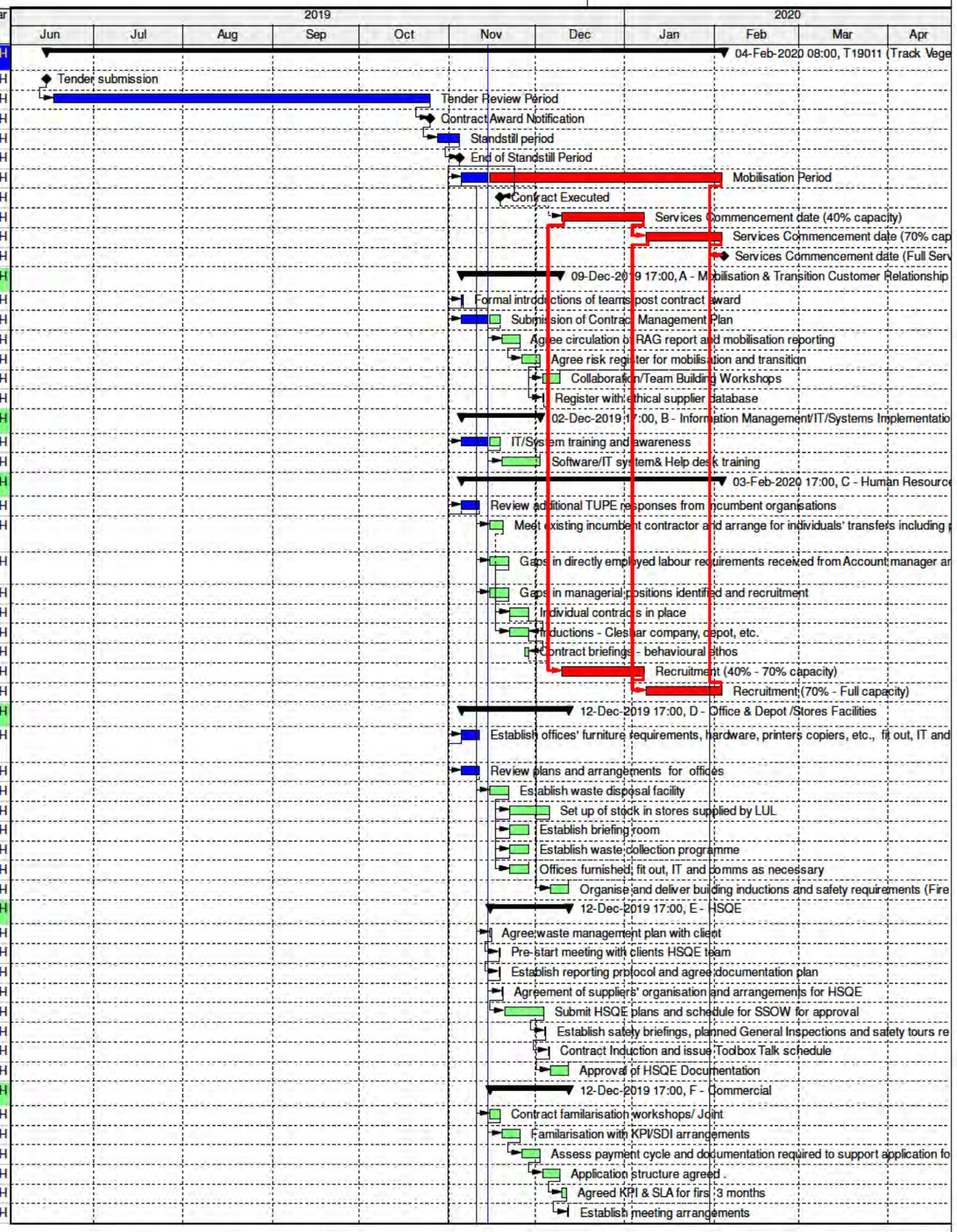
SCHEDULE 18 - APPENDIX 1: MOBILISATION PLAN

CLESHAR

T19011 (Track Vegetation and Fencing Renewals)

Data Date: 14-Nov-2019

Activity ID	Activity Name	Original Duration	Start	Finish	Physical % Complete	Total Float	Calendar
T19011 (Track Vegetation and Fencing Renewals)		156d	14-Jun-2019 17:00 A	04-Feb-2020 08:00		0d	5x8hr-Days-H
A2000	Tender submission	0d		14-Jun-2019 17:00 A	100%		5x8hr-Days-H
A2010	Tender Review Period	94d	17-Jun-2019 08:00 A	25-Oct-2019 17:00 A	100%		5x8hr-Days-H
A1000	Contract Award Notification	0d		25-Oct-2019 17:00 A	100%		5x8hr-Days-H
A1020	Standstill period	6d	28-Oct-2019 08:00 A	04-Nov-2019 17:00 A	100%		5x8hr-Days-H
A2020	End of Standstill Period	0d		04-Nov-2019 17:00 A	100%		5x8hr-Days-H
A1050	Mobilisation Period	56d	05-Nov-2019 08:00 A	03-Feb-2020 17:00	15%	0d	5x8hr-Days-H
A2030	Contract Executed	0d		18-Nov-2019 17:00	0%	15d	5x8hr-Days-H
A2100	Services Commencement date (40% capacity)	12d	10-Dec-2019 08:00*	07-Jan-2020 17:00	0%	0d	5x8hr-Days-H
A2110	Services Commencement date (70% capacity)	19d	08-Jan-2020 08:00	03-Feb-2020 17:00	0%	0d	5x8hr-Days-H
A2040	Services Commencement date (Full Service Delivery)	0d	04-Feb-2020 08:00		0%	0d	5x8hr-Days-H
A - Mobilisation & Transition Customer Relationship Management		25d	05-Nov-2019 08:00 A	09-Dec-2019 17:00		31d	5x8hr-Days-H
A1040	Formal introductions of teams post contract award	5d	05-Nov-2019 08:00 A	05-Nov-2019 17:00 A	100%		5x8hr-Days-H
A1640	Submission of Contract Management Plan	9d	05-Nov-2019 08:00 A	18-Nov-2019 17:00	85%	4d	5x8hr-Days-H
A1090	Agree circulation of RAG report and mobilisation reporting	5d	19-Nov-2019 08:00	25-Nov-2019 17:00	0%	4d	5x8hr-Days-H
A1440	Agree risk register for mobilisation and transition	5d	26-Nov-2019 08:00	02-Dec-2019 17:00	0%	4d	5x8hr-Days-H
A1070	Collaboration/Team Building Workshops	5d	03-Dec-2019 08:00	09-Dec-2019 17:00	0%	31d	5x8hr-Days-H
A1990	Register with ethical supplier database	1d	03-Dec-2019 08:00	03-Dec-2019 17:00	0%	4d	5x8hr-Days-H
B - Information Management/IT/Systems Implementation		20d	05-Nov-2019 08:00 A	02-Dec-2019 17:00		36d	5x8hr-Days-H
A1810	IT/System training and awareness	10d	05-Nov-2019 08:00 A	18-Nov-2019 17:00	75%	36d	5x8hr-Days-H
A1900	Software/IT system& Help desk training	10d	19-Nov-2019 08:00	02-Dec-2019 17:00	0%	36d	5x8hr-Days-H
C - Human Resources		56d	05-Nov-2019 08:00 A	03-Feb-2020 17:00		0d	5x8hr-Days-H
A1110	Review additional TUPE responses from incumbent organisations	5d	05-Nov-2019 08:00 A	11-Nov-2019 17:00 A	100%		5x8hr-Days-H
A1520	Meet existing incumbent contractor and arrange for individuals' transfers including portfolios	3d	15-Nov-2019 08:00	19-Nov-2019 17:00	0%	9d	5x8hr-Days-H
A1530	Gaps in directly employed labour requirements received from Account manager and recruitment plan in place	5d	15-Nov-2019 08:00	21-Nov-2019 17:00	0%	7d	5x8hr-Days-H
A1540	Gaps in managerial positions identified and recruitment	5d	15-Nov-2019 08:00	21-Nov-2019 17:00	0%	7d	5x8hr-Days-H
A1610	Individual contracts in place	5d	22-Nov-2019 08:00	28-Nov-2019 17:00	0%	7d	5x8hr-Days-H
A1730	Inductions - Cleshar company, depot, etc.	5d	22-Nov-2019 08:00	28-Nov-2019 17:00	0%	7d	5x8hr-Days-H
A1820	Contract briefings - behavioural ethos	2d	27-Nov-2019 08:00	28-Nov-2019 17:00	0%	7d	5x8hr-Days-H
A2120	Recruitment (40% - 70% capacity)	12d	10-Dec-2019 08:00	07-Jan-2020 17:00	0%	0d	5x8hr-Days-H
A2130	Recruitment (70% - Full capacity)	19d	08-Jan-2020 08:00	03-Feb-2020 17:00	0%	0d	5x8hr-Days-H
D - Office & Depot /Stores Facilities		28d	05-Nov-2019 08:00 A	12-Dec-2019 17:00		28d	5x8hr-Days-H
A2070	Establish offices' furniture requirements, hardware, printers copiers, etc., fit out, IT and comms	5d	05-Nov-2019 08:00 A	11-Nov-2019 17:00 A	100%		5x8hr-Days-H
A2080	Review plans and arrangements for offices	5d	05-Nov-2019 08:00 A	11-Nov-2019 17:00 A	100%		5x8hr-Days-H
A1650	Establish waste disposal facility	5d	15-Nov-2019 08:00	21-Nov-2019 17:00	0%	9d	5x8hr-Days-H
A1310	Set up of stock in stores supplied by LUL	10d	22-Nov-2019 08:00	05-Dec-2019 17:00	0%	9d	5x8hr-Days-H
A1970	Establish briefing room	5d	22-Nov-2019 08:00	28-Nov-2019 17:00	0%	38d	5x8hr-Days-H
A2050	Establish waste collection programme	5d	22-Nov-2019 08:00	28-Nov-2019 17:00	0%	38d	5x8hr-Days-H
A2060	Offices furnished, fit out, IT and comms as necessary	5d	22-Nov-2019 08:00	28-Nov-2019 17:00	0%	38d	5x8hr-Days-H
A1830	Organise and deliver building inductions and safety requirements (Fire Wardens, mus	5d	06-Dec-2019 08:00	12-Dec-2019 17:00	0%	9d	5x8hr-Days-H
E - HSQE		20d	15-Nov-2019 08:00	12-Dec-2019 17:00		28d	5x8hr-Days-H
A1330	Agree waste management plan with client	1d	15-Nov-2019 08:00	15-Nov-2019 17:00	0%	28d	5x8hr-Days-H
A1130	Pre-start meeting with clients HSQE team	1d	18-Nov-2019 08:00	18-Nov-2019 17:00	0%	28d	5x8hr-Days-H
A1280	Establish reporting protocol and agree documentation plan	1d	18-Nov-2019 08:00	18-Nov-2019 17:00	0%	28d	5x8hr-Days-H
A1320	Agreement of suppliers' organisation and arrangements for HSQE	1d	19-Nov-2019 08:00	19-Nov-2019 17:00	0%	28d	5x8hr-Days-H
A1390	Submit HSQE plans and schedule for SSOW for approval	10d	20-Nov-2019 08:00	03-Dec-2019 17:00	0%	28d	5x8hr-Days-H
A1750	Establish safety briefings, planned General Inspections and safety tours regime	1d	04-Dec-2019 08:00	04-Dec-2019 17:00	0%	28d	5x8hr-Days-H
A1780	Contract Induction and issue Toolbox Talk schedule	1d	05-Dec-2019 08:00	05-Dec-2019 17:00	0%	28d	5x8hr-Days-H
A1740	Approval of HSQE Documentation	5d	06-Dec-2019 08:00	12-Dec-2019 17:00	0%	28d	5x8hr-Days-H
F - Commercial		20d	15-Nov-2019 08:00	12-Dec-2019 17:00		28d	5x8hr-Days-H
A1140	Contract familarisation workshops/ Joint	2d	15-Nov-2019 08:00	18-Nov-2019 17:00	0%	28d	5x8hr-Days-H
A1340	Familarisation with KPI/SDI arrangements	5d	19-Nov-2019 08:00	25-Nov-2019 17:00	0%	28d	5x8hr-Days-H
A1490	Assess payment cycle and documentation required to support application for contract	5d	26-Nov-2019 08:00	02-Dec-2019 17:00	0%	28d	5x8hr-Days-H
A1590	Application structure agreed .	5d	03-Dec-2019 08:00	09-Dec-2019 17:00	0%	28d	5x8hr-Days-H
A1660	Agreed KPI & SLA for first 3 months	2d	10-Dec-2019 08:00	11-Dec-2019 17:00	0%	28d	5x8hr-Days-H
A1680	Establish meeting arrangements	1d	12-Dec-2019 08:00	12-Dec-2019 17:00	0%	28d	5x8hr-Days-H



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary
Critical ...
Remaini...

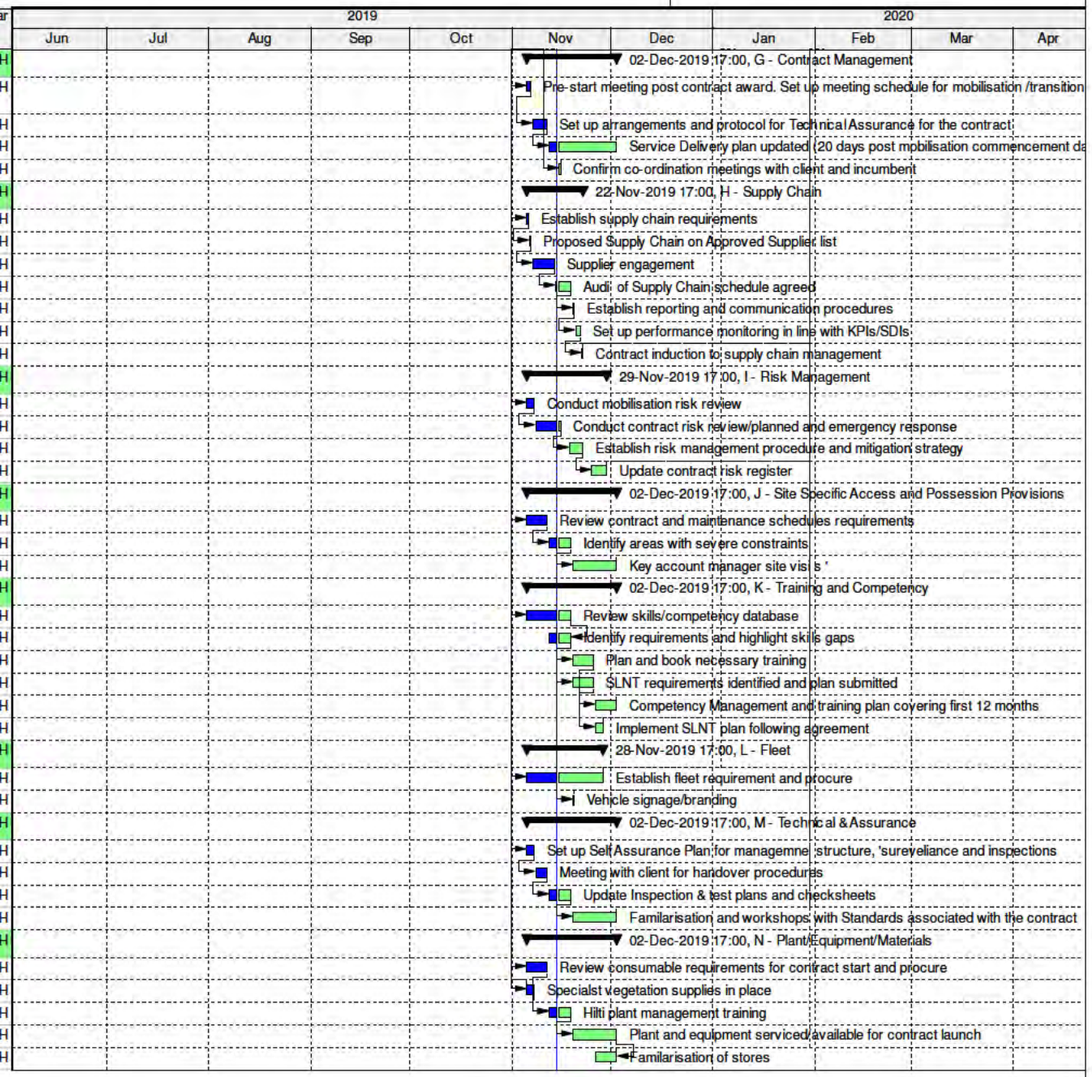
Date	Revision	Checked	Approved
13-Nov-2019 ...		TO	

CLESHAR

T19011 (Track Vegetation and Fencing Renewals)

Data Date: 14-Nov-2019

Activity ID	Activity Name	Original Duration	Start	Finish	Physical % Complete	Total Float	Calendar
G - Contract Management		20d	05-Nov-2019 08:00 A	02-Dec-2019 17:00		36d	5x8hr-Days-H
A1150	Pre-start meeting post contract award. Set up meeting schedule for mobilisation /transition up to "service commencement	2d	05-Nov-2019 08:00 A	06-Nov-2019 17:00 A	100%		5x8hr-Days-H
A1400	Set up arrangements and protocol for Technical Assurance for the contract	3d	07-Nov-2019 08:00 A	11-Nov-2019 17:00 A	100%		5x8hr-Days-H
A1170	Service Delivery plan updated (20 days post mobilisation commencement date)	15d	12-Nov-2019 08:00 A	02-Dec-2019 17:00	15%	36d	5x8hr-Days-H
A1620	Confirm co-ordination meetings with client and incumbent	1d	15-Nov-2019 08:00	15-Nov-2019 17:00	0%	47d	5x8hr-Days-H
H - Supply Chain		14d	05-Nov-2019 08:00 A	22-Nov-2019 17:00		42d	5x8hr-Days-H
A1180	Establish supply chain requirements	1d	05-Nov-2019 08:00 A	05-Nov-2019 17:00 A	100%		5x8hr-Days-H
A1290	Proposed Supply Chain on Approved Supplier list	1d	06-Nov-2019 08:00 A	06-Nov-2019 17:00 A	100%		5x8hr-Days-H
A1360	Supplier engagement	5d	07-Nov-2019 08:00 A	13-Nov-2019 17:00 A	100%		5x8hr-Days-H
A1500	Audit of Supply Chain schedule agreed	2d	14-Nov-2019 08:00 A	18-Nov-2019 17:00	30%	42d	5x8hr-Days-H
A1510	Establish reporting and communication procedures	1d	19-Nov-2019 08:00	19-Nov-2019 17:00	0%	42d	5x8hr-Days-H
A1550	Set up performance monitoring in line with KPIs/SDIs	2d	20-Nov-2019 08:00	21-Nov-2019 17:00	0%	42d	5x8hr-Days-H
A1600	Contract induction to supply chain management	1d	22-Nov-2019 08:00	22-Nov-2019 17:00	0%	42d	5x8hr-Days-H
I - Risk Management		19d	05-Nov-2019 08:00 A	29-Nov-2019 17:00		37d	5x8hr-Days-H
A1010	Conduct mobilisation risk review	3d	05-Nov-2019 08:00 A	07-Nov-2019 17:00 A	100%		5x8hr-Days-H
A1030	Conduct contract risk review/planned and emergency response	5d	08-Nov-2019 08:00 A	15-Nov-2019 17:00	90%	37d	5x8hr-Days-H
A1060	Establish risk management procedure and mitigation strategy	5d	18-Nov-2019 08:00	22-Nov-2019 17:00	0%	37d	5x8hr-Days-H
A1560	Update contract risk register	5d	25-Nov-2019 08:00	29-Nov-2019 17:00	0%	37d	5x8hr-Days-H
J - Site Specific Access and Possession Provisions		20d	05-Nov-2019 08:00 A	02-Dec-2019 17:00		36d	5x8hr-Days-H
A1190	Review contract and maintenance schedules requirements	5d	05-Nov-2019 08:00 A	11-Nov-2019 17:00 A	100%		5x8hr-Days-H
A1470	Identify areas with severe constraints	5d	12-Nov-2019 08:00 A	18-Nov-2019 17:00	50%	36d	5x8hr-Days-H
A1200	Key account manager site visits '	10d	19-Nov-2019 08:00	02-Dec-2019 17:00	0%	36d	5x8hr-Days-H
K - Training and Competency		20d	05-Nov-2019 08:00 A	02-Dec-2019 17:00		36d	5x8hr-Days-H
A1760	Review skills/competency database	10d	05-Nov-2019 08:00 A	18-Nov-2019 17:00	75%	36d	5x8hr-Days-H
A1870	Identify requirements and highlight skills gaps	5d	12-Nov-2019 08:00 A	18-Nov-2019 17:00	50%	36d	5x8hr-Days-H
A1910	Plan and book necessary training	5d	19-Nov-2019 08:00	25-Nov-2019 17:00	0%	36d	5x8hr-Days-H
A1920	SLNT requirements identified and plan submitted	5d	19-Nov-2019 08:00	25-Nov-2019 17:00	0%	38d	5x8hr-Days-H
A1960	Competency Management and training plan covering first 12 months	5d	26-Nov-2019 08:00	02-Dec-2019 17:00	0%	36d	5x8hr-Days-H
A1940	Implement SLNT plan following agreement	3d	26-Nov-2019 08:00	28-Nov-2019 17:00	0%	38d	5x8hr-Days-H
L - Fleet		18d	05-Nov-2019 08:00 A	28-Nov-2019 17:00		38d	5x8hr-Days-H
A2140	Establish fleet requirement and procure	18d	05-Nov-2019 08:00 A	28-Nov-2019 17:00	40%	19d	5x8hr-Days-H
A1480	Vehicle signage/branding	1d	19-Nov-2019 08:00	19-Nov-2019 17:00	0%	45d	5x8hr-Days-H
M - Technical & Assurance		20d	05-Nov-2019 08:00 A	02-Dec-2019 17:00		36d	5x8hr-Days-H
A1800	Set up Self Assurance Plan for managemnet structure, 'sureveliance and inspections	3d	05-Nov-2019 08:00 A	07-Nov-2019 17:00 A	100%		5x8hr-Days-H
A1840	Meeting with client for handover procedures	2d	08-Nov-2019 08:00 A	11-Nov-2019 17:00 A	100%		5x8hr-Days-H
A1850	Update Inspection & test plans and checksheets	5d	12-Nov-2019 08:00 A	18-Nov-2019 17:00	50%	36d	5x8hr-Days-H
A1570	Familarisation and workshops with Standards associated with the contract	10d	19-Nov-2019 08:00	02-Dec-2019 17:00	0%	36d	5x8hr-Days-H
N - Plant/Equipment/Materials		20d	05-Nov-2019 08:00 A	02-Dec-2019 17:00		36d	5x8hr-Days-H
A1580	Review consumable requirements for contract start and procure	5d	05-Nov-2019 08:00 A	11-Nov-2019 17:00 A	100%		5x8hr-Days-H
A2090	Specialst vegetation supplies in place	3d	05-Nov-2019 08:00 A	07-Nov-2019 17:00 A	100%		5x8hr-Days-H
A1710	Hilti plant management training	5d	12-Nov-2019 08:00 A	18-Nov-2019 17:00	50%	36d	5x8hr-Days-H
A1770	Plant and equipment serviced/available for contract launch	10d	19-Nov-2019 08:00	02-Dec-2019 17:00	0%	36d	5x8hr-Days-H
A1880	Familarisation of stores	5d	26-Nov-2019 08:00	02-Dec-2019 17:00	0%	36d	5x8hr-Days-H



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary
Critical ...
Remaini...

Date	Revision	Checked	Approved
13-Nov-2019 ...		TO	