

SILVERTOWN TUNNEL

Volume 3: Project Agreement – Schedules 2 to 31

Schedule 15 – Design & Construction Performance Monitoring

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SCHEDULE 15

DESIGN & CONSTRUCTION PERFORMANCE MONITORING

Part 1 - Performance Management Process

1. Introduction

- 1.1 Project Co shall perform its obligations in relation to design and construction performance monitoring as set out in this Schedule 15 (*Design & Construction Performance Monitoring*).

2. Project Objectives

- 2.1 Subject to paragraph 2.2, Project Co shall use reasonable endeavours to provide reasonable assistance to TfL to achieve the "Silvertown Crossing Project Objectives" as set out in Annex 1 (*Silvertown Tunnel Project Objectives*) of this Part 1 (*Performance Management Process*).
- 2.2 TfL acknowledges and agrees that paragraph 2.1 shall not impose any obligations on Project Co in addition to those set out elsewhere in this Agreement.

3. Performance Planning and Reporting

- 3.1 Project Co shall comply with its obligations relating to the Project Co Initial Performance Management Plan and each Performance Management Plan as set out in Part 2 (*Performance Planning and Reporting*).
- 3.2 The Parties acknowledge and agree that the performance of Project Co prior to the Permit to Use Date shall be reviewed at periodic management meetings in accordance with the requirements of paragraph 5 (*Quarterly Assurance Review*) of Part 2 (*Performance Planning and Reporting*).

Annex 1 of Part 1 - Silvertown Tunnel Project Objectives

Silvertown Tunnel Project Objectives

All project requirements for Silvertown Tunnel are aligned with the MTS Goals, River Crossings Programme Objectives and Surface Transport Outcomes.

Strategic Goals (from Mayor's Transport Strategy)

- SG1 (source: MTS1) Support sustainable population and employment growth.
- SG2 (source: MTS2) Enhance the quality of life for all Londoners.
- SG3 (source: MTS3) Improve the safety and security of all Londoners.
- SG4 (source: MTS4) Improve transport opportunities for all Londoners.
- SG5 (source: MTS5) Reduce transport's contribution to climate change and improve its resilience.

Business Drivers

BD1:

Current issue & context: Intolerable levels of congestion and significant disruption from incidents at Blackwall Tunnel. TfL obliged to address under Traffic Management Act 2004. Lack of viable alternatives in the event that aging Blackwall Tunnel fails.

Causes:

1. Insufficient capacity for demand in tunnel and on approach roads due to lack of alternative crossings.
2. High frequency of network disruptions at Blackwall due to unplanned incidents and essential maintenance.

Consequences:

1. Unreliable journey time across a vital cross-Thames highway adversely affecting freight and commuter traffic
2. Congestion on approach roads and surrounding network adversely affect local environment and business.
3. Economic development of east sub region abutting the Thames is constrained.

River Crossings Programme Objectives

OB1:
To improve the efficiency of the highway network in the London Thames Gateway, especially at river crossings, and provide greater resilience for all transport users.
Maps from SG1 and SG5

OB2:
to support the needs of existing businesses in the area and to encourage new business investment.
Maps from SG1 and SG4

OB3:
To support the provision of public transport services in the London Thames Gateway.
Maps from SG1 and SG2

OB4:
to integrate with local and strategic land use policies.
Maps from SG1

OB5:
To minimise any adverse impacts of any proposals on health, safety and the environment.
Maps from SG2, SG3 and SG5

OB6:
To ensure where possible that any proposals are acceptable in principle to key stakeholders, including affected boroughs.
Maps from SG2

OB7:
To achieve value for money.
Maps from SG1

Silvertown Crossing Project Objectives

PO1:
To improve the resilience of the river crossings in the highway network in east and southeast London to cope with planned and unplanned events and incidents.
Maps from OB1

PO2:
To improve the road network performance of the Blackwall Tunnel and its approach roads.
Maps from OB1

PO3:
To support economic and population Growth, in particular east and southeast London by providing improved cross-river road transport links.
Maps from OB2 and OB3

PO4:
To integrate with local and strategic land use policies.
Maps from OB4

PO5:
To minimise any adverse impacts of any proposals on communities, health, safety and the environment.
Maps from OB5

PO6:
To ensure where possible that any proposals are acceptable in principle to key stakeholders, including affected boroughs.
Maps from OB6

PO7:
To achieve value for money and, through road user charging, to manage congestion.
Maps from OB7

Quality bus network
Maintaining and enhancing a reliable, accessible bus network and supporting coach operations, across all of London

Reliable roads:
Ensuring a reliable and resilient road network for all of London by managing congestion and improving connectivity

Safer and more efficient deliveries:
Enabling safer, cleaner and more efficient delivery and servicing activity to support London's economy

Reduced casualties:
Continuing the downward trend in casualties on London's roads and public transport networks

Improving the Environment
Continuing to deliver environmental improvements, by reducing pollutants from ground based transport and enhancing the natural environment

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SCHEDULE 15**DESIGN & CONSTRUCTION PERFORMANCE MONITORING****Part 2 – Performance Planning and Reporting****1. Performance Management Plan**

- 1.1 Subject to paragraph 1.2, Project Co shall implement the Project Co Initial Performance Management Plan as set out in Annex 2 (*Project Co Initial Performance Management Plan*) of this Part 2 (*Performance Planning and Reporting*) until the updated Project Co Initial Performance Management required pursuant to paragraph 1.2 has been endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure.
- 1.2 Not less than thirty (30) Working Days after the Effective Date, Project Co shall submit to TfL under the Review Procedure an update of the Project Co Initial Performance Management Plan in accordance with the requirements of paragraph 1.6 to reflect any changes in any design and construction activities since the Project Co Initial Performance Management Plan was prepared.
- 1.3 Once the updated Project Co Initial Performance Management Plan submitted pursuant to paragraph 1.2 has been endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure, Project Co shall implement such updated Project Co Initial Performance Management Plan until the first performance management plan required pursuant to paragraph 1.4 has been endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure.
- 1.4 Not less than thirty (30) Working Days prior to the each anniversary of the Effective Date until the Permit to Use Date, Project Co shall prepare and submit to TfL under the Review Procedure a performance management plan in relation to Project Co's design and construction obligations under this Agreement (each a "**Performance Management Plan**") which shall be based on:
- 1.4.1 the updated Project Co Initial Performance Management Plan submitted pursuant to paragraph 1.2 which has been endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure for the first Performance Management Plan to be prepared and submitted not less than thirty (30) Working Days prior to the first anniversary of the Effective Date; or
- 1.4.2 the Performance Management Plan covering the previous twelve (12) month period which has been endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure for all other Performance Management Plans.
- 1.5 Project Co shall ensure that each Performance Management Plan has been endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure prior to the commencement of the twelve (12) month period to which it relates and shall implement such Performance Management Plan once so endorsed.
- 1.6 Project Co shall ensure that each Performance Management Plan shall:
- 1.6.1 cover the design and construction activities for the subsequent twelve (12) month period from the relevant anniversary of the Effective Date (other than in relation to the update to the Project Co Initial Performance Management Plan

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- required pursuant to paragraph 1.2 which shall cover the remaining period until the first anniversary of the Effective Date), including any design and construction activities for such period set out in the Project Co Detailed Works Programme;
- 1.6.2 take account of, and be compatible with, the quality management systems and documentation for design and construction required in accordance with Schedule 8 (*Management Systems*);
 - 1.6.3 incorporate the "Silvertown Crossing Project Objectives" set out in Annex 1 (*Silvertown Tunnel Project Objectives*) of Part 1 (*Performance Management Process*) to the extent relevant to Project Co's obligations under this Agreement;
 - 1.6.4 take into account the Transferred DCO Functions and the Transferred Third Party Functions;
 - 1.6.5 take into account Project Co obligations in relation to equality, diversity and training in accordance with the requirements of Schedule 7 (*Responsible Procurement*);
 - 1.6.6 include an organogram showing the resources Project Co and the D&C Contractor have allocated to performance management, including auditing, measuring and monitoring, together with areas of responsibility and lines of reporting;
 - 1.6.7 include arrangements for identifying, reporting and rectifying non-conformance with this Agreement generally and the Transferred DCO Functions and Transferred Third Party Functions in particular;
 - 1.6.8 for each of the Key Performance Indicators, set out Project Co's approach for meeting the Target;
 - 1.6.9 include an audit programme in relation to Project Co and the D&C Contractor's management systems, design management, design activities, construction management and construction activities, including audits on major sub-contractors and suppliers; and
 - 1.6.10 take account of the views of TfL expressed in the quarterly assurance review meetings held in accordance with the requirements of paragraph 5 (*Quality Assurance Review*).

2. Performance Reporting

- 2.1 Project Co shall report to TfL on Project Co's performance in relation to the Project Co Initial Performance Plan, each Performance Management Plan and the Key Performance Indicators as part of the Management Reports submitted in accordance with the requirements of Part 2 (*Reports*) of Schedule 16 (*Records and Reporting*).
- 2.2 If either Party considers or becomes aware of Project Co's non-conformance with any Transferred DCO Function or Transferred Third Party Function or of the occurrence of a Performance Failure, then:
 - 2.2.1 the relevant Party shall promptly notify the other of such non-conformance or Performance Failure; and

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- 2.2.2 Project Co shall prepare and implement a remedial action plan in accordance with paragraph 3 (*Remedial Action Plans*).

3. Remedial Action Plans

- 3.1 Project Co shall prepare and submit a remedial action plan in accordance with paragraph 3.2 (the "**Remedial Action Plan**") to TfL under the Review Procedure within five (5) Working Days of the earlier of:
- 3.1.1 Project Co considering or becoming aware of any non-conformance or Performance Failure referred to in paragraph 2.2; or
- 3.1.2 receipt of a notification by TfL of the same pursuant to paragraph 2.2.
- 3.2 Project Co shall ensure that each Remedial Action Plan prepared in accordance with paragraph 3.1 sets out as a minimum:
- 3.2.1 a statement of the circumstances resulting in Project Co's non-conformance or Performance Failure together with a full explanation of the reasons for such non-conformance or Performance Failure;
- 3.2.2 a statement of the measures and actions which Project Co proposes to take in order to rectify the non-conformance or Performance Failure, including a Project Co Change Notice if necessary;
- 3.2.3 the timeframe for implementing the measures and actions proposed in the Remedial Action Plan; and
- 3.2.4 a statement of the measures and actions to be taken to prevent similar non-conformances or Performance Failures occurring in the future.
- 3.3 Notwithstanding the requirement to prepare and submit a Remedial Action Plan pursuant to paragraph 3.1 but subject to compliance with the other terms of this Agreement, Project Co shall endeavour to rectify non-conformances or Performance Failures notified pursuant to paragraph 2.2 as soon as is reasonably practicable.
- 3.4 Project Co shall comply with any Remedial Action Plan which has been endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure.
- 3.5 Notwithstanding that a Remedial Action Plan has been endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure, Project Co shall take any further measures reasonably required to remedy the relevant Performance Failure or non-conformance (subject to the terms of this Agreement).
- 3.6 Project Co shall prepare, maintain and update a register of Remedial Action Plans which shall record the following:
- 3.6.1 the circumstances which required a Remedial Action Plan;
- 3.6.2 the details of each Remedial Action Plan;
- 3.6.3 the timeframes as set out in each Remedial Action Plan for rectifying the non-conformance or Performance Failure(s) in question;
- 3.6.4 any revisions required or made to any Remedial Action Plan;

Part 2 – Performance Planning and Reporting

- 3.6.5 the details and results of the implementation of each Remedial Action Plan; and
- 3.6.6 the dates on which any non-conformances or Performance Failures which are the subject of a Remedial Action Plan have been rectified.

4. Performance points

- 4.1 If TfL considers that a Performance Failure has occurred, TfL may issue to Project Co a notice setting out:
 - 4.1.1 the Key Performance Indicator in relation to which TfL considers a Performance Failure has occurred and details of the Performance Failure;
 - 4.1.2 the associated remedial period in relation to such Performance Failure; and
 - 4.1.3 the performance points to be awarded if the relevant Performance Failure is not remedied within the associated remedial period,in each case based on Table 1 (*Performance points*) and Annex 1 (*Key Performance Indicators*) (a "**Performance Points Notice**").
- 4.2 TfL may withdraw a Performance Points Notice if TfL is satisfied that appropriate remedial action has been taken within the remedial period specified in the relevant Performance Points Notice.
- 4.3 If Project Co fails to take appropriate remedial action within the remedial period specified in the relevant Performance Points Notice, then the number of performance points set out in the relevant Performance Points Notice will be deemed to have been awarded to Project Co on the day immediately after the expiry of the relevant remedial period.
- 4.4 From the Effective Date until the Permit to Use Date, Project Co shall prepare, maintain and update a register of Performance Failures which have resulted in the award of performance points, which shall record the following:
 - 4.4.1 the details and type of each relevant Performance Failure;
 - 4.4.2 the date of each Performance Points Notice and each performance point award;
 - 4.4.3 the number of performance points awarded in relation to a Performance Failure;
 - 4.4.4 the cumulative number of performance points issued in the TfL Reporting Period in which the performance point award took place; and
 - 4.4.5 the cumulative number of performance points issued within the last thirteen (13) TfL Reporting Periods ending with the TfL Reporting Period in which the last performance point was awarded.
- 4.5 Without prejudice to TfL's rights under paragraph 4.6, if Project Co is awarded nine (9) or more performance points in any rolling four (4) week period or accumulates more than thirty (30) performance points in any rolling fifty two (52) week period, TfL shall be entitled to issue a notification to the Senior Funders giving details of Project Co's underperformance.
- 4.6 If Project Co accumulates more than fifty (50) performance points in any rolling fifty two (52) week period, TfL shall be entitled to appoint a quality liaison manager, at Project

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Co's cost, for a minimum duration of six (6) TfL Reporting Periods who shall be entitled to:

- 4.6.1 work with Project Co's quality director to review Project Co's procedures relevant to the Performance Failures prepared in accordance with the requirements of Schedule 8 (*Management Systems*);
- 4.6.2 investigate reasons for the Performance Failures and identify measures to reduce the risk of such Performance Failures occurring in the future;
- 4.6.3 identify measures to improve performance monitoring and control; and
- 4.6.4 provide a statement on progress made to TfL for each subsequent periodic Management Report submitted in accordance with the requirements of Schedule 16 (*Records and Reporting*),

and Project Co shall provide all reasonable assistance to any quality liaison manager appointed pursuant to this paragraph 4.6.

- 4.7 The Parties acknowledge and agree that TfL's right to award performance points pursuant to this paragraph 4 (*Performance points*) shall be in addition to any other rights or remedies of TfL pursuant to this Agreement and nothing in this paragraph 4 (*Performance Points*) shall prevent or restrict such other rights or remedies of TfL.
- 4.8 For the purposes of Table 1 (*Performance points*), the "Key Performance Indicator Area" refers to the categories of Key Performance Indicators in Annex 1 (*Key Performance Indicators*).
- 4.9 Project Co acknowledges and agrees that for the purposes of Table 1 (*Performance points*), where a range of potential performance point awards is specified for a "Key Performance Indicator Area":
 - 4.9.1 TfL shall be entitled to award the number of performance points which it believes is appropriate in its absolute discretion based upon TfL's determination of the severity of the relevant Performance Failure; and
 - 4.9.2 for any Performance Failures where the Performance Category applicable for such Key Performance Indicator is "Non-Compliant", the highest number of performance points is likely to be awarded.
- 4.10 The Parties acknowledge and agree that if the "Target" and "Upper Threshold" for any Key Performance Indicator are expressed as 'N/A' in Annex 1 (*Key Performance Indicators*), Project Co shall only be awarded performance points pursuant to this paragraph 4 (*Performance points*) where the Performance Category applicable for such Key Performance Indicator is "Non-Compliant".

Table 1 – Performance points

Key Performance Indicator Area	Performance Points	Remedial Period
Environmental	1-2 (minor under-performance) 3 (modest under-performance) 4-5 (major under-performance)	Five (5) Working Days
Waste	1-2 (minor under-performance) 3 (modest under-performance) 4-5 (major under-performance)	Ten (10) Working Days
Code of Construction practice	1-2 (minor under-performance) 3 (modest under-performance) 4-5 (major under-performance)	Ten (10) Working Days
Safety	1-2 (minor under-performance) 3 (modest under-performance) 4-5 (major under-performance)	As notified by TfL
Audits	1 (any under-performance)	Twenty (20) Working Days
Communications	1 (any under-performance)	Five (5) Working Days
Defects	1-2 (minor under-performance) 3 (modest under-performance) 4-5 (major under-performance)	Five (5) Working Days
Work Overruns	1-2 (minor under-performance) 3 (modest under-performance) 4-5 (major under-performance)	Five (5) Working Days
Design	1 (minor under-performance) 2 (major under-performance)	Twenty (20) Working Days

Key Performance Indicator Area	Performance Points	Remedial Period
Reporting	1 (minor under-performance) 2 (major under-performance)	Twenty (20) Working Days
Programme	2 (any under-performance)	Twenty (20) Working Days
Responsible procurement	1-2 (minor under-performance) 3 (modest under-performance) 4-5 (major under-performance)	Twenty (20) Working Days
Customer Satisfaction	1 (any under-performance)	Twenty (20) Working Days

5. Quarterly Assurance Review

5.1 From the Effective Date until the Permit to Use Date, Project Co shall hold assurance review meetings with TfL on a quarterly basis to review the overall performance of the Project on a quantitative and qualitative basis.

5.2 When completing the review pursuant to paragraph 5.1, TfL shall use:

5.2.1 quantitative indicators, including performance against the Key Performance Indicators (including whether for each Key Performance Indicator any Performance Failures have occurred) and whether Project Co is in compliance with its obligations under this Agreement; and

5.2.2 qualitative indicators, such as approach to delivery, quality of systems and processes, competency, policies, procedures and management arrangements.

5.3 At each quarterly review completed pursuant to paragraph 5.1, TfL shall identify the Project as achieving one of the following levels of performance:

5.3.1 "World Class" – Project Co has demonstrated exceptional performance indicative of industry leading performance and has been consistently performing at the "World Class" Performance Category;

5.3.2 "Value Added" – Project Co has demonstrated performance beyond the basic conformance level and has consistently been performing at the "Valued Added" Performance Category;

5.3.3 "Basic Compliance" – Project Co has demonstrated performance compliant with processes, procedures and this Agreement and has consistently been performing at the "Basic Compliance" Performance Category; and

5.3.4 "Non Compliant" – Project Co has demonstrated performance which is not compliant with processes, procedures and this Agreement and has been consistently been performing at the "Non-Compliant" Performance Category.

Part 2 – Performance Planning and Reporting

- 5.4 TfL may include the performance levels for the Project with performance level data that TfL publishes for all of its major infrastructure projects.
- 5.5 TfL's rights pursuant to this paragraph 5 (*Quarterly Assurance Review*) shall be without prejudice to TfL's rights pursuant to paragraph 4 (*Performance Points*).
- 5.6 The Parties acknowledge and agree that for the purposes of this paragraph 5 (*Quality Assurance Review*), if the "Target" and "Upper Threshold" for any Key Performance Indicator are expressed as 'N/A' pursuant to Annex 1 (*Key Performance Indicators*), Project Co's level of performance in relation to such Key Performance Indicator shall be treated as "World Class" provided Project Co's performance in relation to such Key Performance Indicator is equal to or better than the "Lower Threshold".
- 5.7 The Parties acknowledge and agree that for the purposes of this paragraph 5 (*Quality Assurance Review*), if the "Upper Threshold" is expressed as 'N/A' but each of the "Lower Threshold" and the "Target" are not expressed as 'N/A' for any Key Performance Indicator pursuant to Annex 1 (*Key Performance Indicators*), Project Co's level of performance in relation to such Key Performance Indicator shall be treated as "World Class" provided Project Co's performance in relation to such Key Performance Indicator is equal to or better than the "Target".
- 5.8 For the avoidance of doubt, the Parties acknowledge and agree that nothing in this paragraph 5 (*Quarterly Assurance Review*) shall be construed as awarding or withdrawing performance points.

Annex 1 of Part 2 – Key Performance Indicators

Key Performance Indicator	KPI Metrics	Non-Compliant	Lower Threshold	Basic Compliance	Target	Value Added	Upper Threshold	World Class	Reporting Frequency
Environmental	Number of Notifiable Environmental Incidents in the previous TfL Reporting Period.		0		N/A		N/A		TfL Reporting Period
Waste	Percentage of total construction, demolition and evacuation waste (as defined in the Code of Construction Practice) reused on-site or removed from site for beneficial use in the previous three (3) TfL Reporting Periods.		65%		80%		95%		Every 3 rd TfL Reporting Period
Code Of Construction Practice	Number of contraventions of the Transferred DCO Functions in relation to the Code of Construction Practice in the previous TfL Reporting Period.		2		0		N/A		TfL Reporting Period
Safety	Percentage of accident and incident reports produced and submitted in accordance with the requirements of paragraph 4.1 of Part 3 (<i>Health and Safety Management System</i>) of Schedule 8		95%		100%		N/A		TfL Reporting Period

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Part 2, Annex 1 – Key Performance Indicators

Key Performance Indicator	KPI Metrics	Non-Compliant	Lower Threshold	Basic Compliance	Target	Value Added	Upper Threshold	World Class	Reporting Frequency
	<i>(Management Systems)</i> in the previous TfL Reporting Period.								
	The accident frequency rate given by the total number of RIDDOR reportable accidents in the previous thirteen (13) TfL Reporting Periods divided by the cumulative number of hours worked by all employees in such thirteen (13) TfL Reporting Periods, multiplied by one hundred thousand (100,000).		0.17		0.14		0		TfL Reporting Period
	Percentage of safety assurance activities carried out in the previous TfL Reporting Period versus the number of safety assurance activities (including inspections, safety tours and audits) planned to be carried out in the previous TfL Reporting Period in accordance with the requirements of paragraph 3.2 of Part 3		95%		97%		100%		TfL Reporting Period

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Part 2, Annex 1 – Key Performance Indicators

			Lower Threshold		Target		Upper Threshold		
Key Performance Indicator	KPI Metrics	Non-Compliant		Basic Compliance		Value Added		World Class	Reporting Frequency
	<i>(Health and Safety Management System) of Schedule 8 (Management Systems).</i>								
	Percentage of health and safety induction, training and assessments in the previous TfL Reporting Period conducted in accordance with the requirements of paragraph 7.4 of Part 3 <i>(Health and Safety Management System) of Schedule 8 (Management Systems).</i>		95%		97%		100%		TfL Reporting Period
	Percentage of behavioural safety leaders (which shall include the behavioural safety leaders of any Subcontractors) who have undertaken activities in the previous TfL Reporting Period in accordance with the requirements of paragraph 9.2 of Part 3 <i>(Health and Safety Management System) of Schedule 8 (Management Systems).</i>		95%		97%		100%		TfL Reporting Period

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Part 2, Annex 1 – Key Performance Indicators

			Lower Threshold		Target		Upper Threshold		
Key Performance Indicator	KPI Metrics	Non-Compliant		Basic Compliance		Value Added		World Class	Reporting Frequency
	Percentage of occupational health services provided in the previous TfL Reporting Period versus the number of occupational health services planned to be provided in the previous TfL Reporting Period in accordance with the requirements of paragraph 8.4 of Part 3 (<i>Health and Safety Management System</i>) of Schedule 8 (<i>Management Systems</i>).		90%		95%		100%		TfL Reporting Period
	Results of the quarterly safety culture survey undertaken in accordance with the requirements of paragraph 9.3 of Part 3 (<i>Health and Safety Management System</i>) of Schedule 8 (<i>Management Systems</i>) as a percentage of the total available score, taking account of the aggregate of any scored components (if applicable).		60%		75%		100%		Quarterly

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			Lower Threshold		Target		Upper Threshold		
Key Performance Indicator	KPI Metrics	Non-Compliant		Basic Compliance		Value Added		World Class	Reporting Frequency
Audits	Percentage of audits undertaken in the previous TfL Reporting Period versus the number of audits planned to be carried out in the previous TfL Reporting Period in accordance with the audit schedule for any relevant Management Systems.		90%		100%		110%		TfL Reporting Period
Communications	Percentage of time that the twenty four (24) hour telephone number is available and operated in accordance with the requirements of Part 1 (<i>Interested Parties</i>) of Schedule 6 (<i>Third Parties, Relevant Authorities and Liaison Procedures</i>).		95%		100%		N/A		TfL Reporting Period
Defects	Number of management system non-conformances in the previous TfL Reporting Period reported in the Project Co Management Report in accordance with Schedule 16 (<i>Records and Reporting</i>).		10		5		0		TfL Reporting Period

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Part 2, Annex 1 – Key Performance Indicators

			Lower Threshold		Target		Upper Threshold		
Key Performance Indicator	KPI Metrics	Non-Compliant		Basic Compliance		Value Added		World Class	Reporting Frequency
	Percentage of tests and inspections undertaken in the previous TfL Reporting Period versus the number of tests planned to be undertaken in the previous TfL Reporting Period in accordance with the Inspection and Test Plans.		90%		100%		110%		TfL Reporting Period
Work Overruns	Number of overruns exceeding four (4) hours of approved Network Occupancy in the previous TfL Reporting Period.		2		0		N/A		TfL Reporting Period
Design	Percentage of submissions to the Review Procedure relating to design in the previous TfL Reporting Period versus the number of planned submissions to the Review Procedure relating to design during the previous TfL Reporting Period in accordance with the Review Submissions Schedule in Schedule 9 (<i>Certification and Review</i>)		90%		100%		N/A		TfL Reporting Period

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Part 2, Annex 1 – Key Performance Indicators

			Lower Threshold		Target		Upper Threshold		
Key Performance Indicator	KPI Metrics	Non-Compliant		Basic Compliance		Value Added		World Class	Reporting Frequency
	<i>Procedure).</i>								
Reporting	Percentage of required periodic reports (excluding annual reports) for the previous TfL Reporting Period which were submitted in accordance with the provisions of Schedule 16 (<i>Records and Reporting</i>).		90%		100%		N/A		TfL Reporting Period
	Percentage of required annual reports and annual reviews which have been submitted by Project Co in the last year in accordance with the requirements of Schedule 16 (<i>Records and Reporting</i>).		90%		100%		N/A		Annually
Programme	Whether revisions to the Project Co Detailed Works Programme have been submitted in accordance with clause 15.3(b)(ii).		Revisions submitted in accordance with clause 15.3(b)(ii)		N/A		N/A		Quarterly
Responsible Procurement	Percentage of Apprenticeships (as defined in Schedule 7 (<i>Responsible Procurement</i>)) required pursuant to paragraph 4.1.8(b) and paragraph		90%		100%		110%		Annually

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Part 2, Annex 1 – Key Performance Indicators

			Lower Threshold		Target		Upper Threshold		
Key Performance Indicator	KPI Metrics	Non-Compliant		Basic Compliance		Value Added		World Class	Reporting Frequency
	4.2.2 of Part 3 (<i>Responsible Procurement Requirements</i>) of Schedule 7 (<i>Responsible Procurement</i>) in place within Project Co and its Key Sub-Contractors and Key Tier 2 Sub-Contractors.								
	Percentage of SLNT Monitoring Reports (as defined in Schedule 7 (<i>Responsible Procurement</i>)) submitted on time in accordance with paragraph 4.3.10 of Part 3 (<i>Responsible Procurement Requirements</i>) of Schedule 7 (<i>Responsible Procurement</i>) since the Effective Date.		90%		100%		N/A		
	Percentage of Project Co and D&C Contractor tenders in relation to the Project tendered via the compete for tendering system (or any other such system as notified by TfL) since the Effective Date.		50%		75%		90%		Quarterly

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Part 2, Annex 1 – Key Performance Indicators

			Lower Threshold		Target		Upper Threshold		
Key Performance Indicator	KPI Metrics	Non-Compliant		Basic Compliance		Value Added		World Class	Reporting Frequency
	Percentage of Project Co and D&C Contractor tenders in relation to the Project won by Diverse Suppliers (as defined in Schedule 7 (<i>Responsible Procurement</i>)) since the Effective Date.		50%		70%		90%		Annually
	Percentage of contracts placed with Key Sub-Contractors and Key Tier 2 Sub-Contractors in relation to the Project by Project Co and the D&C Contractor since the Effective Date which comply with the requirements of the Supplier Diversity Plan (as defined in Schedule 7 (<i>Responsible Procurement</i>)) as set out in paragraph 1.9 of Part 3 (<i>Responsible Procurement Requirements</i>) of Schedule 7 (<i>Responsible Procurement</i>).		90%		100%		N/A		Annually

Part 2, Annex 1 – Key Performance Indicators

			Lower Threshold		Target		Upper Threshold		
Key Performance Indicator	KPI Metrics	Non-Compliant		Basic Compliance		Value Added		World Class	Reporting Frequency
	Percentage of Subcontractors appointed by Project Co and the D&C Contractor in relation to the Project since the Effective Date that have completed the diversity works for London on line self-assessment toolkit in accordance with paragraph 1.8.7 of Part 3 (<i>Responsible Procurement Requirements</i>) of Schedule 7 (<i>Responsible Procurement</i>).		80%		85%		90%		Quarterly
	Percentage of Sub-Contractor's in relation to the Project appointed by Project Co and the D&C Contractor since the Effective Date accredited at "Gold" standard by diversity works for London.		80%		85%		90%		Quarterly
	Percentage of Key Sub-Contractors and Key Tier 2 Sub-Contractors which have adopted and implemented equality and diversity plans consistent with the		70%		80%		90%		Annually

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Part 2, Annex 1 – Key Performance Indicators

			Lower Threshold		Target		Upper Threshold		
Key Performance Indicator	KPI Metrics	Non-Compliant		Basic Compliance		Value Added		World Class	Reporting Frequency
	principles of the Strategic Equality and Diversity Plan (as defined in Schedule 7 (<i>Responsible Procurement</i>)) set out in paragraph 1.6.2 of Part 3 (<i>Responsible Procurement Requirements</i>) of Schedule 7 (<i>Responsible Procurement</i>).								
	Percentage of timber used in the previous TfL Reporting Period by Project Co and its Sub-Contractors in relation to the Works which is Sustainable Timber (as defined in Schedule 7 (<i>Responsible Procurement</i>)) and Legal Timber (as defined in Schedule 7 (<i>Responsible Procurement</i>)).		95%		100%		N/A		TfL Reporting Period
Customer Satisfaction	Percentage of calls handled in compliance with the performance metrics set out in paragraph 7.1.2 of Part 1 (<i>Interested Parties</i>) of Schedule 6 (<i>Interested Parties, Third Parties and</i>		90%		100%		N/A		TfL Reporting Period

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Part 2, Annex 1 – Key Performance Indicators

			Lower Threshold		Target		Upper Threshold		
Key Performance Indicator	KPI Metrics	Non-Compliant		Basic Compliance		Value Added		World Class	Reporting Frequency
	<i>Liaison Procedures</i>) in the previous TfL Reporting Period.								
	Percentage of customer enquiries, queries, correspondence and complaints received, either directly or via TfL, relating to the Works acknowledged and responded to courteously in accordance with the requirements of paragraph 7.1.4 of Part 1 (<i>Interested Parties</i>) of Schedule 6 (<i>Interested Parties, Third Parties and Liaison Procedures</i>) in each TfL Reporting Period.		90%		100%		N/A		TfL Reporting Period

Silvertown Tunnel

Schedule 15 – Design & Construction Performance Monitoring

Part 2, Annex 2 – Project Co Initial Performance Management Plan

Annex 2 of Part 2 - Project Co Initial Performance Management Plan

Excluded commercially sensitive information

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TfL Restricted
