

MODIFICATIONS TO THE CONTRACT DOCUMENTATION

General

The Council shall be entitled to rely on the information and undertakings provided during the contract clarification and evaluation period. The documents recording this are contained in the Post-Tender and Post-Award sections of this contract document. The final Open Book figures which are the basis of the prices of any future contract variations are also contained in the Post-Award section.

1 Conditions

In 1.1.10 the word "reasonable" shall be added before the word "satisfaction"

In 1.1.12 the question marks shall be replaced by "NCP Services Limited"

In 1.1.13 the question marks shall be replaced by "NCP Services Limited"

In 1.1.14 the question marks shall be replaced by "RR Donnelley Business Process Outsourcing Limited"

In 1.1.15 the question marks shall be replaced by "Liberty Printers Limited"

In 1.1.16 the question marks shall be replaced by "NCP Services Limited"

In 2.3.1 the words "and included and/or attached to the Memorandum of Understanding" shall be deleted

Paragraph 2.5 shall be replaced in its entirety by the following:-

"2.5 Constitution

The Contract shall be subject to the Constitution of the Authority current at the date of the Contract, a copy of which is available on <http://www.lambeth.gov.uk/Services/CouncilDemocracy/DemocracyElections/Constitution.htm>

The Contractor shall also have regard to the following policies and procedures:

1. London Borough of Lambeth Policy on Procurement
<http://www.lambeth.gov.uk/Services/Business/TendersContracts/Tenders.htm>

2. London Borough of Lambeth Environmental policy (Including the need for the contractor to carry out Impact Assessments)
<http://www.lambeth.gov.uk/NR/rdonlyres/645B38D9-8FE2-4C75-95CF-958EC0E4E6B8/0/environmentalcharter.pdf>

3. London Borough of Lambeth Complaints Procedure
<http://www.lambeth.gov.uk/Services/CouncilDemocracy/CommentsComplaints/HowToComplain.htm>

4. London Borough of Lambeth Protection of Council Data
<http://www.lambeth.gov.uk/NR/exeres/68409BE6-5EA1-4240-A8C0-542A4C9F35F4.htm>

5. London Borough of Lambeth Equal opportunities statement
<http://www.lambeth.gov.uk/NR/rdonlyres/F7557FF3-1A32-4BB4-83D0-C78EAAFE716F/0/EqualOpportunitiesPolicyStatement0505.doc>

6. London Borough of Lambeth Corporate Health and Safety policy
<http://www.lambeth.gov.uk/NR/rdonlyres/11898164-E07C-4ADE-A033-AFE86BB70957/0/HealthandSafetyEnforcementPolicy0405.pdf>

7. London Borough of Lambeth Privacy policy
<http://www.lambeth.gov.uk/Privacv.htm>

8. London Borough of Lambeth Freedom of information policy
http://www.lambeth.gov.uk/Services/CouncilDemocracy/DataProtectionFOI/index_EXTRA.htm

9. London Borough of Lambeth Whistle blowing charter
<http://www.lambeth.gov.uk/NR/rdonlyres/2F7FF9CD-FD28-4677-800D-7E0291D98C9C/0/Lambeth Whislie Blowing Charter.pdf>

10. London Borough of Lambeth Hate Crime Strategy
http://www.lambeth.gov.uk/NR/rdonlyres/EEB8127E-E8F8-4EF2-8688-0AF1F237AF85/0/LambethHateCrimeStrategy200710_full.pdf

11. London Borough of Lambeth Serious Incident Policy
<http://www.lambeth.gov.uk/NR/rdonlyres/9E5A1619-9273-4909-AE7F-C947B32FBF8B/0/SeriousIncidentReportingPolicyversionJan07.pdf>

12. London Borough of Lambeth Disability Equality Policy
<http://www.lambeth.gov.uk/NR/rdonlyres/5D5A9E15-2B42-42A8-980D-29D3854504DA/0/07BAppendixOneDisabilityEqualityPolicyv.pdf>

In 3.1 the words "or his successor" shall be added after the second occurrence of the words "Community Safety"

A paragraph 3.5 shall be added as follows:-

"The Authorised Officer may monitor the performance of the Services in any way or method as may seem reasonable to him. For the avoidance of doubt this will include the commissioning of satisfaction surveys, visits to the premises of the Contractor, visits to the Locations and interviewing the Contractors agents or servants."

In 4.1 the words "which shall be attached to the Memorandum of Understanding" shall be deleted

In 6.1 the words "in a proper skilful and workmanlike manner," shall be deleted and the word "reasonable" added before the word "satisfaction"

In 6.4 the words "or in a proper skilful and workmanlike manner" shall be deleted and the word "reasonable" added before the word "satisfaction"

A paragraph 6.5 shall be added as follows:-

"The contractor shall provide all physical resources and any other thing necessary for the provision of the Services."

A paragraph 6.6 shall be added as follows:-

"The Contractor shall be responsible for the security of its physical resources together with anything used in connection with the provision of the Services and the Council shall be under no liability in respect thereof."

In 7.1 the word "Operatives" shall be replaced with the word "staff".

In 10.4 the words "Contractor and the Employees" shall be replaced with the words "Contractor's Employees".

In 10.4 the words "In making announcements or dealing with the press or other media the Contractor shall first consult with the Authorised Officer and the London Borough of Lambeth Press Office" shall replace the words "Any enquiries must be directed to the London Borough of Lambeth Press Office."

In 15.1 the words "against the injury to or death of any persons, or loss of or damage to any property or interruption of the Councils business and undertaking, which may arise out of....." shall be replaced with the words "against:

- a) the injury to or death of any persons; or
 - b) loss of or damage to any property of the Council (or a third party); or
 - c) interruption of the Councils business and undertaking (or any other loss to a third party);
- which may arise out of....."

A paragraph 15.1 (A) shall be added as follows:-

"Where a claim is brought against the Council by a third party and the Contractor is required to indemnify the Council in accordance with clause 15.1, the Council shall not make any admission of liability in relation to such matter and the Contractor shall have full control of the management and settlement of any such litigation. The Council shall, at its own expense, provide all reasonable assistance to the contractor in the conduct of such matters."

A paragraph 18.6 shall be added as follows:-

"The Contractor shall not be entitled to payment for Services he has not provided or not provided in accordance with the provisions of the Specification and the Council shall deduct any sum which has been paid to the Contractor for Services not provided or not provided to the provisions of the Specification from any sum due to the Contractor or recovered as a debt"

In 25 the words "or recovered as a debt" shall be added at the end.

Paragraph 30.6 shall be replaced in its entirety by the following:-

"The Council has a number of obligations under the Freedom of Information Act 2000. The Contractor and his Sub-Contractors shall co-operate with the Council in respect of any request affecting or related to the provision of the Services by among other things providing written responses to requests as required by the Authorised Officer."

In paragraph 31.1 the words "and until the date of transfer the Contractor shall maintain such facilities, equipment and services as are necessary to enable the Council, or any person they designate, to access that data as quickly as it had been done during the contract" shall be added after the words "suitable form for that use".

Paragraph 38.1 shall be replaced in its entirety by the following:-

"The Council has a number of duties by virtue of the provisions of the Local Government Act 1999. These duties include the obligation of making arrangements for the continuous improvement in the way in which its functions are exercised. The Contractor shall provide to the Authorised Officer a programme setting out how he shall provide such continuous improvement to the Services throughout the life of the contract. Such programme shall be reviewed by the Authorised Officer who may require the Contractor to amend it, make additions to it or omissions from it. The Contractor shall comply with such reasonable requirements by the Authorised Officer at the Contractor's cost. The Contractor shall assist and co-operate with the Council and its partners in any general audit made under the Local Government Act 1999."

A paragraph 46.6 shall be added as follows:-

"Notwithstanding the Conditions set out above the Contractor shall provide a plan to the Authorised Officer setting out his plans to provide the Services in the light of any foreseeable events that may disrupt the provision of the Services. This plan, ("the Business Continuity Plan") shall be reviewed by the Authorised Officer and the Contractor shall include any amendment, addition or deletion required by him. The Business Continuity Plan shall be reviewed and updated by the Contractor periodically

and on such updates which shall take place as required and no less than annually it shall be reviewed by the Authorised Officer and the Contractor shall include any amendment, addition or deletion required by him."

A paragraph 47 shall be added as follows:-

"47 CONFLICT OF INTEREST

47.1 *The Contractor shall notify the Authorised Officer immediately upon becoming aware of any possible conflict of interest which may arise between the interest of the Council and any other client of the Contractor and the Contractor shall take all reasonable steps to remove or avoid the cause of any such conflict of interest to the satisfaction of the Authorised Officer."*

A paragraph 49 shall be added as follows:-

"48 CRIME AND DISORDER

48.1 *The Contractor shall assist the Council in the provision of its duties under section 17 of the Crime and Disorder Act 1998 which requires the Council to consider the prevention and reduction of crime and disorder in all aspects of the provision of its functions. In addition to his obligations under the law the Contractor shall provide facilities for its servants or agents to contact the Authorised Officer in respect of any Hate Crime encountered in the delivery of the Services."*

A Paragraph 49 shall be added as follows:-

"49 COMPUTER SYSTEMS AND SOFTWARE

49.1 *The Contractor shall comply with any requirement of the Specification or as may be reasonably required by the Authorised Officer in relation to the electronic provision of the Services, access to the Services or information about them.*

(a) *the Contractor shall comply with any requirement in relation to electronic communications with the Council, its contractors and any other organisation as may be required by the Specification or as may be reasonably required by the Authorised Officer*

(b) *The Contractor shall comply with any requirement in relation to the processing and payment of invoices electronically as required by the Specification or as may be reasonably required by the Authorised Officer."*

2 ISO 9001 – Quality Accreditation

At the end of Article 36.2 of the contract conditions the following words shall be added "If the Contractor already has a companywide or contract specific accreditation for all the elements of the operation for the Council and those accredited procedures are followed in full then a specific Lambeth accreditation will not be required"

3 ISO 14001 – Environmental Accreditation

At the end of the first paragraph under the sub-heading 'Environmental Management in Appendix A of the contract conditions the following words shall be added "If the Contractor already has a companywide or a contract specific accreditation for all the elements of the operation for the Council and those accredited procedures are followed in full then a specific Lambeth accreditation will not be required"

4 HHCs, Printers, Cameras

The words in Paragraph 1.1.6 of Lot 1A shall be replaced with the following words:-

"The Council has very recently supplied the out-going Contractor with 20 Seiko DPU3445 Printers which will be checked, repaired if necessary and transferred to the in-coming Contractor on the Commencement Date as though they had been purchased by the Contractor except there will be no purchase price charge to the Council. All other equipment owned by the Council will be recovered from the out-going Contractor and either sold or scrapped according to condition."

The words *"With the exception of the above, the"* shall replace the word *"The"* at the beginning of Paragraph 1.1.7 of Lot 1A

The words *"at a suitable point early in the contract, which may or may not coincide with a change in the Council's IT Provider,"* shall be deleted from Paragraph 1.1.7 of Lot 1A

At the end of the first sentence of Paragraph 1.1.7 of Lot 1A the words *"for use from the Commencement Date"* shall be added.

In the sentence following sub-paragraph h) of Paragraph 1.1.7 of Lot 1A the word *"timing"* shall be replaced with the word *"costs"*

5 Bus Lane Preventative Patrols

TfL no longer support the 3 deployed PAs referred to in Paragraph 1.2.10 of Lot 1A and the current continuation of their provision will be at the discretion of the Council and communicated to the Contractor as part of the monthly enforcement plan discussions

6 Commercial Vehicle Mobile Patrols

At the end of Paragraph 1.2.12 the following sentence shall be added:-

"For the sake of clarity this mobile patrol is part of the Night-time Mobile Patrol Unit's responsibilities. Current deployment averages 1.5 nighttime MPUs which each have 2 staff, a senior PA and a standard PA with a small car or van."

7 HHCs

In Paragraph 3.4.4 of Lot 1A the reference to *"the Council's IT Contract"* shall be replaced with *"this Contract"*.

There shall be added at the end of Paragraph 3.4.4 of Lot 1A the following words:-

"Service/Routine Maintenance covers those items that need to be checked or dealt with on a periodical basis regardless of usage or as a result of normal and correct use of the equipment. Repairs are those items which need to be dealt with as a result of abnormal or incorrect use (abuse), or failure to take care of the equipment whilst in the care of the Contractor."

8 Congestion Charge/Low Emissions Zone

There shall be added a new paragraph immediately after Paragraph 3.6.2 of Lot 1A as follows:-

"3.6.3 The Contractor shall be responsible for determining and complying with any obligations or liabilities in respect of the London Congestion Charge as well as the Low Emissions Zone for each of his vehicles."

9 PCN Issue Rates

The requirement for a PCN issue rate of 218,000 valid PCNs per annum in the section under the final sub-heading "PCN Issue Rates" of Appendix C of Lot 1A has, at least initially, been reduced to a range of 205,000 to 207,000 valid PCNs per annum. The

Council's right to change this requirement following consultation with the Contractor remains in place.

10 Pricing Schedules

The requirements for CCTV staff in Lot 1, Part B were clarified to say that a shift will consist of 7 hours per day, 6 days per week for 52 weeks per year which gives 1274 deployed staff hours per month.

4 Control Room shifts are required Mon-Fri inclusive
7 Mobile CCTV vehicle shifts are required Mon-Sat inclusive

11 Correspondence Levels

To quantify Paragraph 1.1 of Lot 1D, figures available at the time of tendering for the months of June-Sep 07 inclusive indicated 4310, 3641, 3839 and 3936 items of correspondence dealt with in each month. However this was partly due to a backlog situation and therefore potentially 'excessive'.

The intention behind paragraph 1.1 is that the Council will not let a 'backlog' accrue and hand it over 'en masse'. The Council will look at what it can reasonably achieve given current performance levels and pass over the remainder promptly.

12 IT Links

In Lot 1D, Paragraph 1.5 before the words "the Router" shall be added the words "and pay for".

13 Correspondence Postage

In Lot 1D, Paragraph 5.9 there shall be added at the end the words "using first class postage"

14 Clamping on the Public Highway

As a result of a Council policy decision there will be no clamping on the public highway until further notice. For the sake of clarity this does not affect activity on Housing Estates.

15 Auction/Sale of Unclaimed Vehicles

Lot 1E, Paragraph 1.2.2 shall be renumbered 1.1.5

There shall be a new Paragraph 1.1.6 in Lot 1E as follows:-

"It shall be a condition of employment that Contractor's staff shall not be permitted to bid for or purchase directly or indirectly any vehicle being sold by the LB Lambeth or the DVLA which has been removed from anywhere within the LB Lambeth by the Contractor or their sub-contractors on behalf of the Council or DVLA."

Lot 1E, Paragraph numbers beginning 1.4 shall be numbered to begin with 1.2

16 Removed Vehicle Tracing Costs

At the end of Lot 1E, Paragraph 3.1.5 and at the end of Lot 1F, Paragraph 25.4 the following words shall be added "The Council shall be responsible for all TRACE, HPI and DVLA costs"

17 Cash Collection from the Pound

In Lot 1E, Paragraph 4.2.2 the words "by the Contractor" shall be added after the words "Council's Bank account"

18 IT Link Security

In Lot 5, Paragraph 4.2, the words "These are detailed in Appendix B/A" shall be deleted.

19 Failed Web Payment

Lot 5, Paragraph 5.12.1a shall be replaced by the following:-

- "a If No, the motorist should be given the option of referring themselves to their Card Issuer or
- i) if a telephone customer being transferred/referred to the Shop or JSC immediately for alternative payment methods.
 - ii) if a web customer and the transaction cannot be completed, the screen shall inform the motorist clearly and boldly that payment has not been taken, the reason why (card unacceptable or card provider system malfunction etc) and that the motorist needs to attend the vehicle Pound or a Joint Service Centre office with an alternative form of payment."

Lot 5, Paragraph 5.13.1 shall be replaced by the following:-

"if the payment is associated with a clamp release the payment is being aborted and details deleted. The motorist should be:-

- i) in the case of a telephone payment be transferred/referred to the Pound immediately.
- ii) in the case of a web payment the screen shall inform the motorist clearly and boldly that payment has not been taken, the reason why (card unacceptable or card provider system malfunction) and that the motorist needs to attend the vehicle Pound or a Joint Service Centre office with an alternative form of payment."

20 Telephone and Web Refunds

There shall be added a new paragraph in Lot 5, numbered 6.2.5 as follows:-

"The contractor shall be responsible for executing refunds of payments made via his service. The Council will provide details of the PCN and the will execute the refund within 2 hours of being instructed, subject to correct details being provided and the card provider systems being available"

21 Speed Definitions

The following words shall be added at the end of Lot 5, Paragraph 6.5.1:-

"Access Speed is defined as the time taken from when the telephone call is connected (starts ringing) to when the conversation commences (is answered).

Update Speed is defined as the time taken from when the telephone call ends (motorist hangs up) to when the payment data/information is received by the ICPS system (available to parking staff)"

22 Fund transfers

In Lot 5, Paragraph 7.3 the words "Funds are to be transferred to the Council's account" shall be changed to "Fund transfers to the Council's account shall be initiated"

In Lot 5, Paragraph 7.3 the words "such that funds are available within 3 working days of the transaction" shall be added after the words "payment being received"

23 Method of Charging

The Contractor has changed the method of payment from a fixed rate per transaction charge to a percentage of the value of the payment. The Contractor only works in this way but as a consequence he waives any right to RPI/indexation changes in his fees as this is effectively included in the client's own RPI/indexation of charges to the end customer

24 KPI Grace Period

KPI deductions will be subject to a 3 month grace period at the start of the contract, though there will be a serious expectation that every attempt will still be made to achieve the KPIs in this period.

25 Additional 'Super' Performance Criteria

A 'super' performance criteria shall be added. The following shall be added to the Profit Statement (page 22) after the Profit Statement and before the KPI standards and profit deductions:-

" 'Super' performance criteria.

The Council considers the quality of the PCNs issued as the most vital factor in achieving a successful and respected parking enforcement operation.

At the end of month x+3, the Parking Attendant error rate will be calculated for month x. (eg January's error rate will be calculated on 30 April).

The error rate shall be defined as the number of PCNs cancelled due to PA error divided by the number of PCNs issued expressed as a percentage. Neither number shall include PCNs spoilt by the PA prior to issue.

If the error rate is below 1%, then no deduction will be applied.

If the error rate is above 1% then £50 will be deducted from the Contractor's true cost for each PCN above the 1% threshold."

In addition, document 6, the Profit Statement, Monthly Calculation on the final page shall be altered to read:-

<i>"a) Bill of Quantities/Schedule of Rates. True Cost</i>	<i>(as per monthly equivalent of Page 21)</i>
<i>b) - 'Super' performance criteria valuation</i>	<i>(as per page 22)</i>
<i>c) + Profit percentage x (a - b)</i>	<i>(as per Page 22)</i>
<i>d) - Deduction percentage x c)</i>	<i>(as per Page 35)</i>
<i>e) + 0.175 x (a + b + c + d).</i>	<i>(VAT on all the above)"</i>

26 KPIs – Lot 1 Part A title

The title for KPIs relating to Lot 1 – Part A shall be changed from 'PA PCN ISSUE' to 'ENFORCEMENT QUALITY'

27 KPIs - Discount Payment

In the KPIs relating to Lot 1 – Part A and Lot 1 - Part B, the indicator for Discount Payment Rate shall be modified to allow a transitional phase from the current level to the required level.

The intention is that full marks shall be achieved:-

- a) in months 1-6 (ie the three grace period months and the three immediately thereafter) if 45% of PCNs are paid by the required date,
- b) in months 7-9 if 47.5% of PCNs are paid by the required date
- c) in all subsequent months if 50% of PCNs are paid by the required date.

This will be achieved by the use of the following formulae:-

- a) in months 1-6 $\left\{ \frac{\text{No of PCNs paid at Discount}}{\text{No of PCNs issued}} - 0.35 \right\} \times 10 \times 10$
- b) in months 7-9 $\left\{ \frac{\text{No of PCNs paid at Discount}}{\text{No of PCNs issued}} - 0.375 \right\} \times 10 \times 10$
- c) in months 10+ $\left\{ \frac{\text{No of PCNs paid at Discount}}{\text{No of PCNs issued}} - 0.4 \right\} \times 10 \times 10$

28 KPIs – PA Error Rate

The KPIs relating to Lot 1 – Part A and Lot 1 – Part B referring to PA error rate shall be deleted. This is so as they have been replaced by the 'Super' indicator at 25 above.

The Lot 1 – Part A weighting of 10 marks shall be transferred to the Discount Payment Rate within that Part to make a total of 20 for that item.

The Lot 1 – Part B weighting of 20 marks shall be distributed equally to the remaining 4 items in that part to make a total of 25 marks for each item.

29 KPIs – Motorist Compliance Surveys

The KPIs relating to Lot 1 – Part A referring to Beat and Driven Motorist Compliance Surveys shall be re-configured as follows:-

- a) A Supervisor or more senior person shall carry out a daily survey of beat(s) selected by LBL monitoring staff. The number of times a beat can be selected within a single month shall be limited to 60 divided by the total number of beats available (rounded up to the nearest whole number).
- b) LBL monitoring staff shall be entitled to accompany the above person on as many or as few occasions as they choose.
- c) On each survey the surveyor shall count the number of legally and illegally parked vehicles on each street within the beat area. Ticketed vehicles shall be counted as legal in the sense that the Contractor has dealt with, rather than failed to take action against the contravention.
- d) At the end of the month the number of illegally parked vehicles and legally parked vehicles shall be totalled for all surveys during the month.
- e) The compliance rate shall be calculated as per the formula:-

$$\frac{\text{No of legally parked vehicles}}{\text{No of legally parked vehicles} + \text{No of illegally parked vehicles}} \times 100\%$$

- f) The marks awarded shall be:-
100-target compliance rate

----- x 20
100-compliance rate

(ie full marks achieved if the target is reached)

- g) The target compliance rate shall be set initially by the average of the results during the initial three month grace period. This shall be the target for months 4-6 inclusive. At this point the difference between the target and 100% shall be reduced by 10% to give the target compliance rate for months 7-12 inclusive. The difference between the target and 100% shall be reduced by a further 10% for Year 2 and shall be negotiated thereafter based on a further compliance improvement.

ie average results in months 1-3 = 90%
 target months 4-6 = 90%
 target months 7-12 = 91%
 target months 13-24 = 91.9%
 target months 25+ = negotiation

30 KPIs – Correspondence Response Time

The KPI relating to Lot 1 – Part D referring to Correspondence Answering – Response Times shall be changed as follows:-

- a) 'Responses in 2 days or less = 50' becomes 'Responses in 5 days or less = 50'
b) 'Otherwise = 50 - 5 x days taken' becomes 'Otherwise = 50 - 2 x days taken'

31 Nuisance Vehicle Process

In the NCP Services tender response and subsequent correspondence all reference to Redcorn or European Metal Recycling shall be removed. New responsibilities and arrangements have been agreed. The Contractors shall be NCP Services Ltd, using End of Life Vehicles Ltd as a sub-contractor for certain parts of the operation as follows:-

- a) End of Life Vehicles Ltd will collect Free Take Back vehicles directly from the person surrendering the vehicle from street/house where the vehicle is currently located. The Contractors shall be jointly responsible for ensuring that they collect the correct vehicle and shall be liable for any compensation if the wrong vehicle is taken.
- b) End of Life Vehicles Ltd will collect Class A Abandoned Vehicles (those going for immediate destruction) from their current location on-street or on a Housing Estate. The Contractors shall be jointly responsible for ensuring that they collect the correct vehicle and shall be liable for any compensation if the wrong vehicle is taken.
- c) NCP Services will collect Class B Abandoned Vehicles (those to which a statutory storage period applies), DVLA untaxed vehicles, Illegal Street Trading vehicles, Housing removals and Parking Removals.
- d) NCP shall deliver any vehicles selected for sale to an approved public auction site.
- e) ELV shall collect any vehicles stored at the Vehicle Pound which have been selected for destruction

In all cases ELV may use a multi-vehicle lift – utilising a spectacle frame and/or stacked vehicles on the load bed – providing at all times that the load is safe, properly secured and within the stated weight limits of the removal vehicle. The vehicles will be taken for immediate environmental cleansing, recycling and destruction.

NCP Services will instruct ELV (except in an emergency when communication routes have become compromised) and NCP shall be responsible for ensuring ELV achieve Council timescale requirements. (ELV indicate instructions received before noon will be dealt with on that day. Later instructions may be done that day but definitely first thing

next day and definitely within 24 hours. They work Saturday until all outstanding jobs have been cleared).

ELV will provide NCP Services with dates, times, details of collection and destruction of all vehicles, together with an official certificate of destruction which shall be passed to the Council.

NCP Services shall keep up to date all IT systems in use at that time (currently ICPS, TRACE and Sky). NCP Services shall provide the Council with a report of all vehicles actioned by ELV within a calendar month by the 5th day of the following month broken down by the department for whom the vehicle was removed.

ELV shall pay direct to the Council for each vehicle recycled/destroyed an amount of one half of the low price for one tonne of category 5C (loose light steel scrap) as published in Materials Recycling Week or on www.mrw.co.uk for that month. A minimum price of £60 is guaranteed for the first 12 months. ELV shall send three cheques, one each for the Council Departments taking part – ie Parking, StreetCare and Housing, within one week of the end of the calendar month.

32 Instructions to Tenderers

In 1.3.5 the sentence "*The council does not warrant or guarantee any information provided by the outgoing Contractor.*" shall be added at the end of the paragraph.

A paragraph 1.4 shall be added as follows:-

"The Tenderer is responsible for obtaining all information necessary for the preparation of its Tender. All costs, expenses and liabilities incurred by the Tenderer in connection with the preparation and submission of a Form of Tender and, in the case of acceptance of the Tender by the Council, in connection with the execution of the Articles of Agreement and (if applicable) the License, shall be borne by the Tenderer."

In 9.5 the sentence "*The Council at its absolute discretion may award Contracts for one, some or no Lots.*" shall be added at the end of the paragraph.

33 Housing Arms Length Management Organisation

In Lot 1F, Paragraph 1.3 there shall be added at the end the words "*The ALMO has been awarded and is called Lambeth Living*"

In Lot 1F all subsequent references to the Arms Length Management Organisation or ALMO shall be changed to "*Lambeth Living*"

In Lot 1F, Paragraph 4.1 the words "*Housing Services Residents Parking Permit*" shall be replaced with "*Lambeth Living Residents Parking Permit*"

34 Covered Vehicles on Housing Territory

In Lot 1F, Paragraph 5.4 there shall be added at the end the words "*In the meantime where covered vehicles maybe considered a nuisance, the contactor shall enlist the aid of the police or PCSOs to remove the protective sheet.*"

35 Housing Out of Hours Service

In Lot 1F, Paragraph 6.5 the words "*CCM (Council Contract Manager)*" shall be replaced with "*Council/Lambeth Living*".

In Lot 1F, Paragraph 6.5 the words "*(Direct to the contractor between 20.00 and 08.00 the next day)*" shall be replaced with the words "*between the hours of 08.00 to 20.00. The estates can contact the contactors directly outside the aforementioned timeframe.*"

36 Sheltered/Supported Housing

In Lot 1F, Paragraph 13.1, all occurrences of the word "Sheltered" shall be replaced with the phrase "Sheltered/Supported"

In Lot 1F, Paragraph 13.1, the second occurrence of the word "elderly" shall be replaced with the phrase "elderly/disabled"

In Lot 1F, Paragraph 13.1, there shall be added at the end the words "If such officers are unavailable the contractor will contact the CCM before initiating any clamp or removal action"

37 Housing Photographs

In Lot 1F, Paragraph 18.3 after the first sentence there shall be added the words "Photographic evidence is to be uploaded on to the computerised system no later than 08.00 on the day on after the infraction occurred".

38 Valuation of Housing Vehicles

In Lot 1F, Paragraph 31.16 there shall be added before the final sentence "The contractor must provide proof of how valuations on vehicles are reached".

39 Housing Complaints

In lot 1F, Paragraph 35.3 there shall be added after the word "CCM", the words "to the corporate complaints section"

40 The Pound

In the Contractor's tender response documents all reference to the Pound at Hallowfield Way Mitcham shall be replaced with a reference to a Pound at Landmann Way, South Bermondsey.

41 Payments and Invoices

The Housing and StreetCare parts of the Council have an arrangement to share the Contractors' costs in a different way to the way in which they are charged according to the Schedule of Rates. The contractor has been provided with a spreadsheet for showing the monthly cost breakdown and how the costs are to be attributed to the different parts of the Council (a copy is attached as Appendix B). The contractor shall use this spreadsheet or any subsequent replacement provided by the Council to accompany each of three invoices, one each to Parking, StreetCare and Housing

42 CPZ times and details

These were originally supplied as Lot 1A, Appendix A1, however a number of changes have taken place since the invitation to tender was despatched. The revised times and details are attached as Appendix A to this document (including attachments) and should replace the original Appendix A1 to Lot 1A.

43 KPIs – Removal Priorities

The KPI for Lot 1E, Priority 1,2,3 removals shall be changed as follows:-

$$\frac{\text{"No. Priority 1,2,3 removals}}{\text{No. Priority 1,2,3 PCNs reported}} \times 1.11 \times 20$$

(full marks if 90% of removals are priority 1,2 or 3 - subject to review)"

For information the success rate in January to May 2008 was 86.55% and there will be three months before deductions apply for this to be improved.

44 Removal Truck priorities

In order to accommodate members wishes for a reduction in removals whilst not reducing the number of removal vehicles on the contract there shall be two new policies in relation to removals as follows:-

- a) any vehicle removed from a suspension on its first day of operation shall be relocated to a nearby, safe location, and only if this is not possible should the vehicle be removed to the Pound. In either case the motorist will only be liable for the PCN fee. No removal fee shall be charged and storage charges will not apply until day 10.
- b) at all times between 08.00 and 19.00 at least one truck will be allocated to taking action against certain priority 1 vehicles as follows:-

Code 01	Waiting Restriction <u>on a major road</u>
Code 02	Loading Restriction
Code 16d	Doctors Bay
Code 21	Suspended Bay
Code 24	Not within the Markings <u>where the vehicle is protruding into the traffic lane</u>
Code 26	Double Parked, >50cm from kerb
Code 40	Disabled Bay
Code 47	Bus Stop
Code 48	School Zig-Zag
Code 62	Footway Parking (at least 2 wheels)
Code 99	Pedestrian Crossing

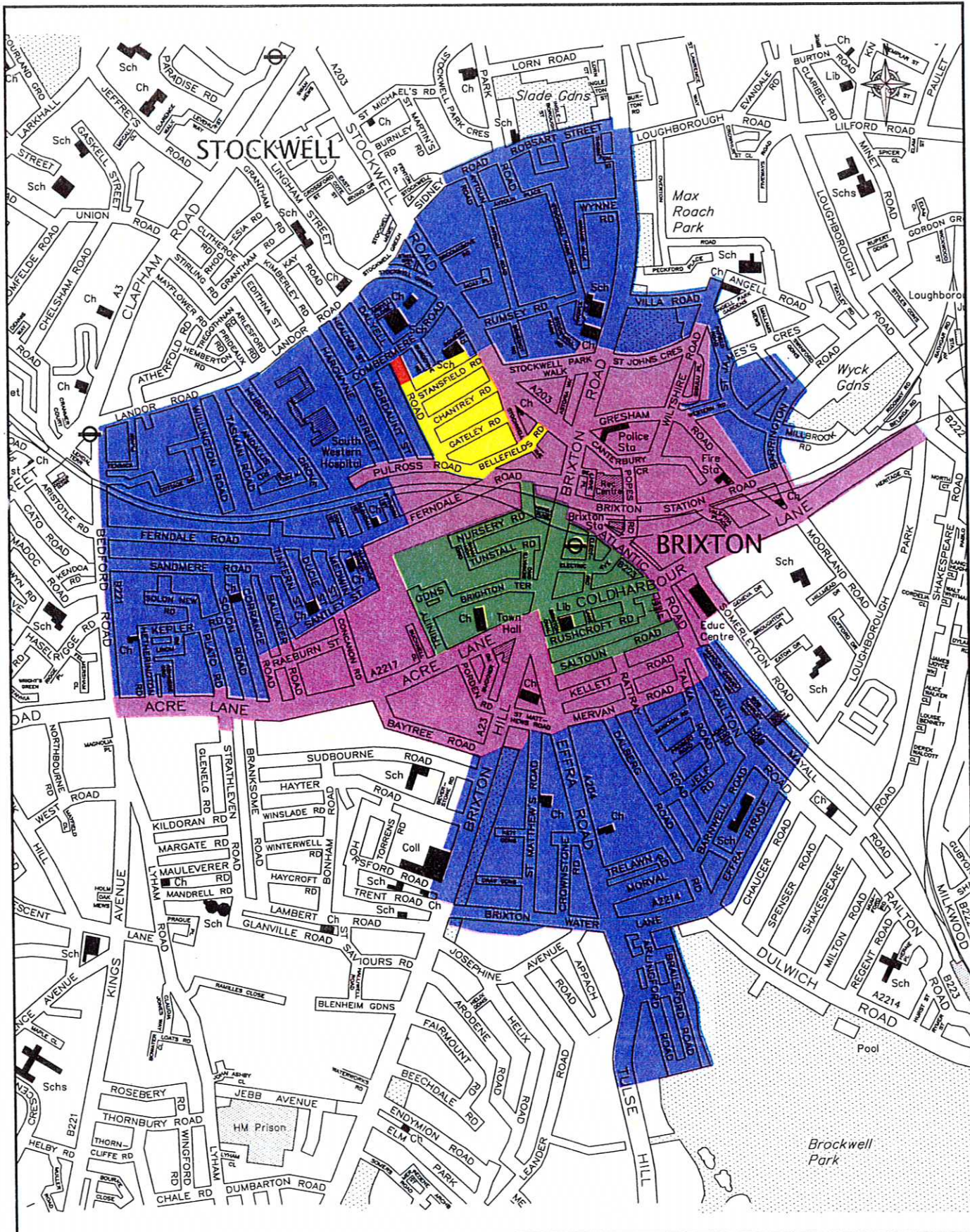
If there are no qualifying vehicles the Despatch Controller should make a specific note of this and request such cases from the CEOs at the earliest opportunity.

Appendix A1 – Schedule of CPZs – Hours of Operation, Maximum Stay and Charges

Table Showing the Details of Current CPZs	
Name	Hours of Operation
Brixton (B) (Inner)	<p>Mon to Sat 08.30 to 17.30/18.30 and 20.30 (res bays only) Max. stay 4 hrs (1hr NR) P & D - £2.10 / hr</p> <p>Exact details are on the attached plan</p>
Brixton (B) (Outer)	<p>Mon to Fri 08.30 to 17.30 Max. stay 4 hrs (1hr NR) P & D - £2.10 / hr</p> <p>Exact details are on the attached plan</p>
Brixton Extension (E)	<p>Mon to Fri 08.30 to 18.30 Max. stay 4 hrs (1hr NR) P & D - £2.10 / hr</p>
Brixton Hill East (Q)	<p>Mon to Fri 08.30 to 18.30. The first half-hour of any stay is free in some P&D bays on the following streets: Appach Rd, Beechdale Rd, Fairmount Rd. Max. stay 4 hrs (1hr NR) Mon to Fri 10:00 to 12noon max stay 1 hour at: Endymion rd & Elm Park. P & D - £2.00 / hr.</p>
Camberwell (A)	<p>Mon to Fri 08.30 to 18.30 Max. stay 4 hours (1hr NR) P & D - £2.10/hr</p>
Clapham (C)	<p>Mon to Fri 08.30 to 18.30 Max. stay 4 hrs (1hr NR) P & D - £2.10 / hr (except Robertson Street £1.80/hr)</p> <p>NB Some P&D bays operate 09:30 to 15:30 (Victoria Rise, Lambourn Rd, Mackay Rd, The Chase) and some 09.30 to 17.30 (Robertson Street)</p> <p>Exact details are on the attached plan</p>

Clapham (L)	<p>Restrictions are parking bay specific and not street specific; each street has a variety of restrictions. The majority of streets have a combination of the following restrictions for permits and P&D:-</p> <p><u>Mon to Fri 09.00 to 18.00</u>, Max P&D stay 4 hrs (1hr NR) <u>Mon to Fri 10.00 to 12.00</u>, Max P&D stay 2 hours P & D - £2.10 / hr</p> <p>There are other restrictions on limited numbers of streets/bays as follows:- <u>Mon to Fri 9.00 to 20.30</u>, permits only on <i>some</i> bays on the following streets: Abbeville Rd, Bonneville Gdns, Cautley Ave, Elms Rd, Hambalt Rd, Klea Ave, Lessar Ave, Lynette Rd, Mandalay Rd, Narbonne Ave, Shandon Rd, Trouville Rd.</p> <p><u>Mon to Sun 09.00 to 20.30</u> permits only on some bays on Englewood Road.</p> <p><u>Mon to Fri 10.00 to 15.30</u> (permits and P&D max 4hr) on Atkins Rd, Honeybrook Rd, Rudloe Rd</p> <p><u>Mon to Fri 09.30 to 17.30</u>, £1.80/hr max 4 hr; Honeybrook Rd, Hazelbourne Ave, & Cavendish Road.</p> <p>Exact details are on the attached plan</p>
Gypsy Road	<p>Mon to Sat 08.30 to 18.30 Max. stay 20 mins SE side, 40 mins NW side (2hr NR) Free parking <i>(Gipsy Road - No order as yet. Delegated report is with Tim. When signed off an order will be produced.)</i></p>
Herne Hill (still in consultation)	<p>Mon to Sat 07.00 to 19.00 Max. stay 20 mins (1hr NR) Free parking</p> <p>P&D Proposed 10.00 to 12.00 1-hour max stay</p>
Kennington (K)	<p>Mon to Fri 08.30 to 18.30 Max. stay 4 hrs (1hr NR) P & D - £3.15 / hr</p>
Poets Corner (P)	<p>Mon to Fri 08.30 to 17.30 Max. stay 4 hrs (1hr NR) Max 1-hour stay at part of Railton Rd. P & D - £2.10 / hr</p>
Stockwell (S)	<p>Mon to Fri 08.30 to 17.30 Max. stay 4 hrs (1hr NR) P & D - £2.10 / hr P&D Wandsworth Rd 10.00-16.00</p>
Thornton (R)	<p>P & D - £2.10 /hr, Mon to Fri, 10.00 to 12.00, max 1-hour stay.</p> <p>P&D bays on Cavendish Rd; £1.80/hr 09:30 – 17:30.</p>
Tulse Hill (H)	<p>Mon to Fri 08.30 to 18.30 Max. stay 4 hrs (1hr NR) P & D - £2.10 / hr</p>

Waterloo (W)	<p>Mon to Fri 08.30 to 18.30, Saturday 08.30 to 13.00 Max. stay 4 hrs, £4.20/hr</p> <p>NB Some Resident bays operate Mon-Sat 08.30 to 20.30 These include all of Hatfields and some bays in Wootton Street, Whittlesey Street and Windmill Walk Some bays are Monday to Sunday 08:30-20:30 on Coin St, Greet St, Webber St.</p> <p>Lower Marsh Market area – Mon to Fri 08.30 to 16.00</p>
West Norwood	<p>Mon to Sat 08.30 to 18.30 Max. stay 20 mins (2hr NR Mon-Fri, 1hr NR Sat) Free parking</p>



KEY

- MON - FRI 8.30AM - 5.30PM
- MON - SAT 8.30AM - 5.30PM
RES: MON - SAT 8.30AM - 8.30PM
(BR / BB / BR / BB)
- MON - SAT 8.30AM - 5.30PM
(BR / BB / BR / BB)
- MON - SAT 8.30AM - 8.30PM
RES: MON - SAT 8.30AM - 8.30PM

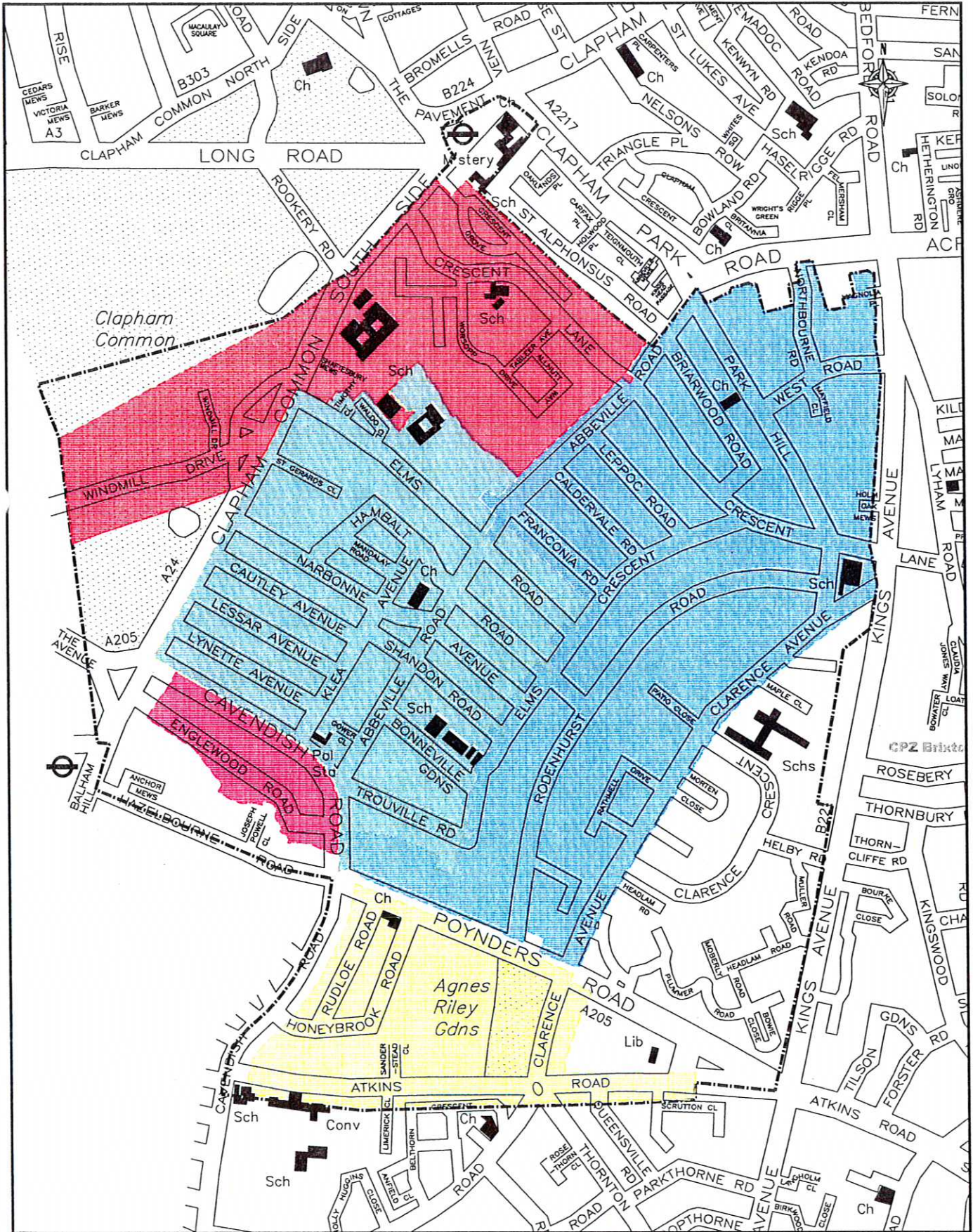
DATE	ISSUE BY/DATE	CHANGES BY/DATE	APPROVED BY/DATE
	SA 18/02/06	BC 18/02/06	CSW 18/02/06

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020 7926 9000

Project		LONDON BOROUGH OF LAMBETH	
Drawing Title		BRIXTON B - SUB ZONES	
Purpose	INFORMATION	Draft	SA Scale NTS
Issuing Office	Blue Star House	Drawing number	001
Telephone	020 7926 9000	Version	-



KEY

- Proposed Clapham L' CPZ
- 18:30-22:30
- 18:30-23:00
- 18:30-23:30
- 18:30-24:00

NOTES

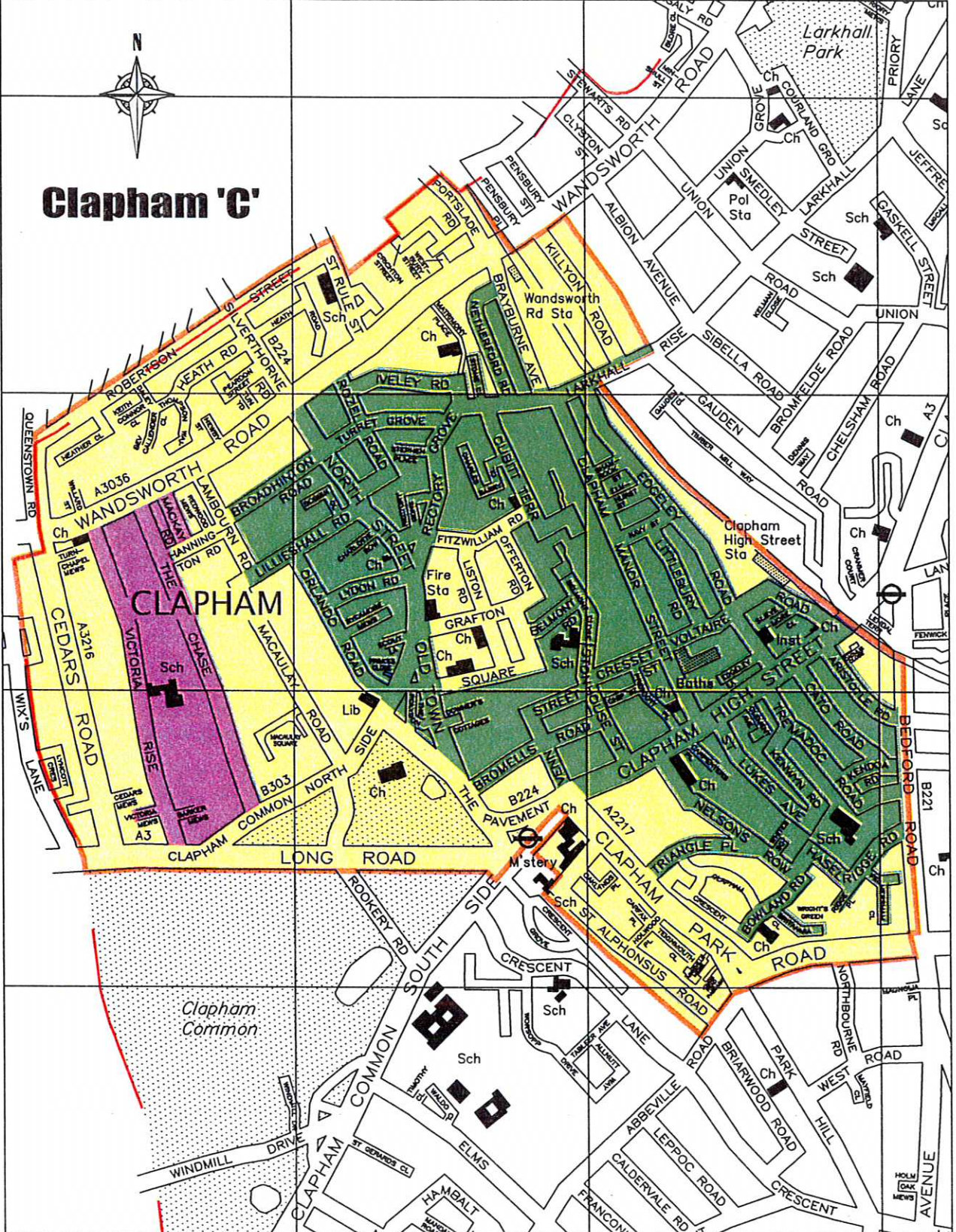
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Project	CLAPHAM L' CPZ		
Drawing Title	OPERATING TIMES WITHIN THE ZONE		
Purpose	INFO	Draft	Scale
Issuing Office	Blue Star House	Issue	NTS
Telephone	020 7925 9000	Drawing number	001
		Version	-



Clapham 'C'



KEY:

	Mon - Fri 8.30am - 8.30pm
	Mon - Fri + Residents 8.30am - 8.30pm
	Mon - Fri 9.00am - 3.30pm
	Mon - Fri 8.30am - 8.30pm

BY-DATE	CHK-DATE	APP-DATE
SA 30/08/06	JR 30/08/06	CRW 30/08/06

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Project		London Borough of Lambeth	
Drawing Title		Clapham C - Sub Zone Different CPZ Operational Hours	
Purpose	INFORMATION	Draft	SA
Office	Blue Star Hse	Issue	NTS
Telephone	020 7926 9000	Drawing number	001
		Scale	Version
			-

SUMMARY TABLE

LOT/PART NO.	DESCRIPTION	AMOUNT* (Year 1)	AMOUNT* (per annum Year 2 on)	AMOUNT* (Whole Contract Life**)
1A	PA PCN ISSUE	£3,348,201.31	£3,348,201.31	£16,741,006.58
1B	CCTV PCN ISSUE	£430,312.58	£427,156.74	£2,138,939.53
1C	SUSPENSIONS	£29,025.00	£29,025.00	£145,125.00
1D	CORRESPONDENCE ANSWERING	£0.00	£0.00	£0.00
1E	CLAMP, REMOVAL, POUND – PARKING	£1,334,253.01	£1,334,253.01	£6,671,265.07
1F	CLAMP, REMOVAL, POUND – HOUSING	£320,557.91	£320,557.91	£1,602,789.55
1G	HOUSING TICKET ISSUE	0	0	0
1H	COMMUNITY SAFETY ENFORCEMENT	0	0	0
2	NUISANCE VEHICLE REMOVAL - STREETCARE	£124,918.63	£124,918.63	£624,593.15
5	IVR/WEB/OLCCA	£159,733.74	£130,233.74	£420,201.22
	TOTAL (Excluding profit)	£5,747,002.19	£5,714,346.34	£28,343,920.07
	Profit (9 % from next page)	£518,827.53	£515,593.51	£2,555,154.82
	TOTAL (Including Profit)	£6,265,829.72	£6,229,939.85	£30,899,074.89

Provision of rates only

9% applied to lots 1 & 2
10% applied to lot 5

* Excluding Profit