



Surface Transport Infrastructure Construction Framework

Call-Off Contract for Blackwall Tunnel
Southbound, Phase 1 Concept Design

tfl_scp_002140

Costain Limited

Framework Agreement Reference Number: tfl_scp_001746d

SCHEDULE 7

PART B- SERVICES CALL-OFF FORM OF AGREEMENT AND CONTRACT DATA

Form of Agreement

THIS AGREEMENT is made theday of.....2021.

BETWEEN

1. **TRANSPORT FOR LONDON** a statutory corporation established under the **Greater London Authority Act 1999** of 5 Endeavour Square, London, E20 1JN, United Kingdom ("the *Client*") which expression shall include its successors in title and assigns;

AND

2. **COSTAIN LIMITED**, a company incorporated in and in accordance with the laws of **ENGLAND AND WALES** having as its registered number 610201 and its registered office at **COSTAIN HOUSE, VANWALL BUSINESS PARK, MAIDENHEAD, BERKSHIRE, SL6 4UB** (hereinafter called "the *Contractor*").

RECITALS

- (1) This contract is made pursuant to a framework agreement between Transport for London (the "Framework Client") and the *Contractor* relating to the provision of works and/or services dated 6 April 2021 ("the Framework Agreement").
- (2) The *Client* wishes the *Contractor* to Provide the Service.
- (3) Subject to the provisions of this contract, the *Contractor* Provides the Service and corrects Defects therein in accordance with this contract.

NOW IT IS HEREBY AGREED as follows:

1. In this Form of Agreement, unless the context otherwise requires, words and expressions shall have the same meaning as set out in the *conditions of contract*.
2. The *conditions of contract* are an amended NEC4 Professional Service Contract 4th Edition June 2017 (with amendments January 2019) as set out in Schedule 2- Part B to the Framework Agreement.
3. This contract shall mean this Form of Agreement and the following documents which are hereby incorporated into and shall comprise this contract:
 - 3.1 the *conditions of contract*;
 - 3.2 the Contract Data Part One;
 - 3.3 the Contract Data Part Two;
 - 3.4 the Scope;
 - 3.5 the *Contractor's* Quality Submission
 - 3.6 the Pricing Schedule;
 - 3.7 Schedules 1, 2 part B, 6, 10, 13, 14, 15, 21 of the Framework Agreement
4. The several documents forming this contract are to be taken as mutually explanatory of one another. In the event of any ambiguity they shall be construed in the order set out in Clause 3 of this Form of Agreement.
5. The *Contractor* Provides the Service in accordance with this contract and the terms of the Framework Agreement.

6. The *Client* pays the *Contractor* for complying with his obligations to Provide the Service the amount due in accordance with this contract.
- 7 Notwithstanding the manner of execution of this contract it is agreed that:
- 7.1 the limitation period within which any claim may be brought by the *Client* for breach of this contract by the *Contractor* is 12 years from the date of breach; and
- 7.2 the *Contractor* agrees not to raise in defence of any such claim a shorter limitation period whether pursuant to the Limitation Act 1980 (as the same may be amended or re-enacted from time to time) or otherwise.
- 8 This Form of Agreement may be executed, without limitation:
- 8.1 by the electronic application of a party's authorised signatory's/signatories' signature(s) and provision of an electronic copy of the same; and
- 8.2 in any number of counterparts and each counterpart will when executed be an original of this Form of Agreement and all counterparts together will constitute one instrument.

IN WITNESS whereof this Agreement has been signed for and on behalf of the *Client* and the *Contractor* the day and year written above.

Signed by
for and on behalf of
the *Client*

)
)
)

Signature

Print name and position

Date:

Signed by
for and on behalf of
the *Consultant*

)
)
)

Signature

Print name and position

Date:

Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the amended NEC4 Professional Service Contract 4th Edition June 2017 (with amendments January 2019) as set out in Schedule 2 - Part B to the Framework Agreement

Main Option

E

Option for resolving and avoiding disputes

W2

Secondary Options

X2, X10, X18

The *service* is

Technical services to provide an integrated concept design for the mechanical and electrical renewals of the Blackwall Tunnel Southbound, Phase 1 project

The *Client* is

Name

Transport for London

Address for communications

Transport for London, Palestra, 197
Blackfriars Road, London, SE1 8NJ

Address for electronic communications

Asite

The *Service Manager* is

Name

[REDACTED]

Address for communications

Transport for London, Palestra, 197
Blackfriars Road, London, SE1 8NJ

Address for electronic communications

[REDACTED]

The Scope is in

SCHEDULE 1 TO THE
AGREEMENT

The *language of the contract* is

set out in the Framework Data, Schedule 1 to the Framework Agreement
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The *law of the contract* is the law of

set out in the Framework Data, Schedule 1 to the Framework Agreement
--

The *period for reply* is

2 weeks

 except that

• The *period for reply* for

--

 is

--

• The *period for reply* for

--

 is

--

The *period for retention* is

12

 year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

--

Early warning meetings are to be held at intervals no longer than

2 weeks

2 The *Consultant's* main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

The *key dates* and *conditions* to be met are

condition to be met

key date

(1)		
(2)		
(3)		

If Option E is used

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than

4 weeks

Clause 24.6

The *Principal Designer* is

Name

COSTAIN LIMITED

Address

COSTAIN HOUSE, VANWALL
BUSINESS PARK, MAIDENHEAD,
BERKSHIRE, SL6 4UB

The *Principal Contractor* is

Name

N/A

Address

3 Time

The *starting date* is

9th August 2021

The *Client* provides access to the following persons, places and things

access

access date

(1) Inspection records and construction
drawings reports on Bridgestation
management system

1 week of *starting date*

(2)

(3)

The *Consultant* submits revised programmes at intervals no longer than

4 weeks

If the *Client* has decided the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is

6 months after the *starting date* or earlier as identified in the *Consultant's* programme, with the option to extend for up to an additional 6-month period

If no programme is identified in part two of the Contract Data

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is

2 weeks

4 Quality management

The *quality statement* is

in Schedule 19 of the Framework Agreement

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is

2 weeks

The period between Completion of the whole of the *service* and the *defects date* is

52 weeks

5 Payment

The *currency of the contract* is

set out in the Framework Data, Schedule 1 to the Framework Agreement

The *assessment interval* is

4 weeks

Clause 50.10A

The *Client* is an End User for the purposes of this contract.

If the *Client* states any expenses

The *expenses* stated by the *Client* are

item	amount
N/A	N/A

The *interest rate* is

2

 % per annum (not less than 2) above the

Base

 rate of the

Bank of England

If Option E is used

The *exchange rates* are those published in

Bank of England

on

12:00 on Monday in the week in which the transaction takes place (date)

6 Not used

8 Liabilities and insurance

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are as set out in the Insurance Table set out in Schedule 14 to the Framework Agreement

If additional insurances are to be provided The *Client* provides these additional insurances to be provided

(1) Insurance against	N/A
Minimum amount of cover is	
The deductibles are	
(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	

The *Consultant* provides these additional insurances

(1) Insurance against	N/A
Minimum amount of cover is	
The deductibles are	
(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	

The *Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters are limited to

The highest of the following three limbs (in each case not including those matters excluded from such limit on liability):	
■	
■	
■	

Resolving and avoiding disputes

The *tribunal* is

set out in the Framework Data, Schedule 1 to the Framework Agreement

The *Senior Representatives* of the *Client* are

Name (1)	<div>Director of Project & Programme Delivery</div>
Address for communications	<div>Transport for London, Palestra, 197 Blackfriars Road, London, SE1 8NJ</div>
Address for electronic communications	<div></div>

Name (2)	<div>Head of Commercial, Surface Transport and Operations</div>
Address for communications	<div>Transport for London, Palestra, 197 Blackfriars Road, London, SE1 8NJ</div>
Address for electronic communications	<div></div>

The *Adjudicator* is

Name	<div>an independent person appointed to act as an adjudicator in accordance with clause W2.2</div>
Address for communications	<div></div>
Address for electronic communications	<div></div>

The <i>Adjudicator nominating body</i> is	<div>the President or Vice President or other duly authorised officer of the London Court of International Arbitration the President or Vice President or other duly authorised officer of the London Court of International Arbitration</div>
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X1: Not used

X2: Changes in the law

If Option X2 is used The *law of the project* is the law of England and Wales

X3: Not used

X5: Not used

X6: Not used

X7: Not used

X8: Not used

X10: Information modelling

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is 2 weeks

X12: Not used

X13: Not used

X18: Limitation of liability

If Option X18 is used The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

The higher of these two limbs (in each case not including those matters excluded from such limit on liability):

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

The higher of these two limbs (in each case not including those matters excluded from such limit on liability):

The *end of liability date* is 12 years after the Completion of the whole of the *service*

X20: Not used

Y(UK)1: Not used

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due

The period for payment is days after the date on which payment becomes due

Y(UK)3 Not used

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

incorporated into Schedule 2, Part B of the Framework Agreement

PART TWO – DATA PROVIDED BY THE CONSULTANT

1 General

The *Consultant* is named in the Framework Data, Schedule 1 to the Framework Agreement

The *fee percentage* is

The *key persons* of the *Consultant* who are not already named in the Framework Agreement as Key Personnel are:

Name (1)	<div></div>
Job	Project Director
Responsibilities	Project Lead
Qualifications	<div></div>
Experience	<div></div>
<i>handover period</i>	<div></div>
Name (2)	<div></div>
Job	Design Manager
Responsibilities	Design Lead
Qualifications	<div></div>
Experience	<div></div>
<i>handover period</i>	<div></div>
Name (3)	<div></div>
Job	Environmental Advisor
Responsibilities	Implementing our environmental management system, with the appropriate plans, progress reports on targets and ecology surveys
Qualifications	<div></div>
Experience	<div></div>
<i>handover period</i>	<div></div>
	<div></div>

Name (4)	<div></div>
Job	H&S Lead
Responsibilities	Responsible for leading and supporting the project team to ensure safe, sustainability and wellbeing
Qualifications	<div></div>
Experience	<div></div>
<i>handover period</i>	

Subcontractors nominated by the *Consultant* are:

Subcontractor	Contact details	Work Type
Capita	<div></div>	<i>Design</i>
VVB	<div></div>	<i>Design and buildability</i>

The following matters will be included in the Early Warning Register

The *staff rates* are

within the schedule of rates within the submitted Pricing Schedule, entitled "tfl_scp_002140_Costain Ltd_pricing schedule"

3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

If the *Consultant* is to decide the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)	
Address for communications	Vanwall Business Park Maidenhead SL6 4UB
Address for electronic communications	
Name (2)	
Address for communications	Vanwall Business Park Maidenhead SL6 4UB
Address for electronic communications	

X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data The *information execution plan* identified in the Contract Data is

Y(UK)1: Not used

Data for the Short Schedule of Cost Components (used with Option A and Option E) is as set out in Pricing Template which is specific to this Call-Off Contract or, if not set out in the Pricing Template, is as set out in the Pricing Schedule.