



SURFACE TRANSPORT

CONTRACT

FOR

HAMMERSMITH BRIDGE REFURBISHMENT CONCEPT DESIGN

VOLUME 1 CALL OFF CONTRACT DOCUMENTATION

Call-Off Contract under the TfL 91313 Professional Services
Framework

Project Reference Number: tfl_scp_001144_co019

Framework Reference Number: PSF 91313

Outline agreement no. 4600005539

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

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CALL-OFF DOCUMENTATION

This Volume contains the documentation required to complete the Call-Off Contract.



SCHEDULE 7A

(Call-Off Contract Form of Agreement)

THIS AGREEMENT is made the *8th* day of *November* 2019
BETWEEN:

- (1) Transport For London whose registered office is at **55 Broadway, London SW1H 0BD**. ("the *Employer*" which expression shall include its successors in title and assigns); and Pell Frischmann Consulting Engineers Ltd
- (2) whose registered office is at 5 Manchester Square, London, W1U 3PD ("the *Consultant*").

WHEREAS:

- (A) This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of professional services dated **13 July 2015** ("the Framework Agreement").
- (B) The *Employer* wishes to have provided *services* as detailed in the Scope.
- (C) The *Employer* has accepted a tender by the *Consultant* for the design of the *services* and correction of Defects therein in accordance with the *conditions of contract*.

NOW IT IS AGREED THAT:

1. Terms and expressions defined in (or definitions referred to in) the *conditions of contract* have the same meanings herein.
2. The *Consultant* Provides the Services in accordance with the *conditions of contract*.
3. The *Employer* pays the *Consultant* the amount due in accordance with the *conditions of contract*.
4. The documents forming the contract are:
 - 4.1 this Form of Agreement duly executed by the Parties as a deed;
 - 4.2 the *conditions of contract*;
 - 4.3 the attached Call-Off Contract Data Part 1;
 - 4.4 the attached Call-Off Contract Data Part 2; and
 - 4.5 the following documents:
 - the Scope;
 - Schedules 1, 2A, 3, 7A, 7C, 9, 11A, 11B, 13 and 14A inclusive of the



Framework Agreement, and including an Addendum to Schedule 2A of the Framework Agreement;

- any other contract documents.

5. Where there is any discrepancy or conflict within or between the documents forming the contract the order of priority shall be as follows:

- 5.1.1 First : This Form of Agreement;
- 5.1.2 Second : The *conditions of contract*;
- 5.1.3 Third : The Scope
- 5.1.4 Forth : Any other documents included in this contract.

6. Notwithstanding the manner of execution of this Agreement it is agreed that:

- 6.1 the limitation period within which any claim may be brought by the *Employer* for breach of this Agreement by the *Consultant* is 12 years from the date of breach; and
- 6.2 the *Consultant* 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.

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



*EXECUTED AS K D W D
FOR AFFIXING SEAL*

Authorised Signatory

Signature

Print name and position

Date:

Signed by

for and on behalf of

The *Consultant*

Signature

Print name and position

Date:



CALL OFF CONTRACT DATA

Part One - Data provided by the *Employer*

Statements given in all contracts

1 General

- The *conditions of contract* are the core clauses as may be amended or supplemented by the clauses for **Main Options E** and **Secondary Options X2, X8, X10, X11, X18, X21 and X22** as set out in Schedule 2A of the Framework Agreement, as supplemented and amended by Annex 1 and Annex 2 attached to this Contract Data Part 1.
- The *Employer* is
Name **Transport For London**
Address **55 Broadway, London SW1H 0BD.**
- The *Employer's Agent* is
Name [REDACTED] **Project Manager**
Address **Palestra, 197 Blackfriars Road, London SE1 8NJ**
- The authority of the *Employer's Agent* is
to make all the decisions required as set out in Option X10 for this Call-Off Contract
- The *services* are
Engineering and design services for Stage 3 Concept Design of the Hammersmith Bridge Refurbishment Project
- The *Scope* is in
Volume 2 – Scope
- The *language of this contract* is **English**
- The *law of the contract* is the law of **England and Wales**



- The *period for reply* is **2 weeks**
- The *period for retention* is **12 years following Completion or earlier termination**
- The *tribunal* is **the courts of England and Wales**
- The following matters will be included in the Risk Register

.....

2 The Parties' main responsibilities

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

access to	<i>access date</i>
BAM Report	3 July 2019

3 Time

- The *starting date* is **21 August 2019**
- The *Consultant* submits revised programmes at intervals no longer than **4 weeks**

4 Quality

- The quality policy statement and quality plan are provided within **4 weeks** of the Contract Date, or as stated here
- The *defects date* is **52 weeks** after Completion of the whole of the *services*

5 Payment

- The *assessment interval* is **4 weeks**
- The *currency of this contract* is **pounds Sterling (£)**
- The *interest rate* is **2% per annum above the base rate of the Bank of England.**

8 Indemnity, insurance and liability

- The amounts of insurance and the periods for which the *Consultant* maintains insurance are

Event	cover	Period following Completion of the whole of the <i>services</i> or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the degree of	for each and every claim and in the aggregate per annum	12 Years.



reasonable skill, care and diligence normally used by competent professionals experienced in providing services similar to the <i>services</i> in connection with works of a similar size, scope and complexity to the Works (professional indemnity insurance)		
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	in respect of each claim, without limit to the number of claims	The duration of the contract
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract.	in respect of each claim, without limit to the number of claims	The duration of the contract

- The *Employer* provides the following insurances

.....



Optional statements

- The completion date for the whole of the services is 31 March 2020 with the option to extend the contract by increments up to a further six months.

The *Consultant* prepares forecasts of the total Time Charge at intervals no longer than **4 weeks**

If Option X2 is used

- The *law of the project* is the **Law of England and Wales**

If Option X18 is used

- The *Consultant's* liability to the *Employer* for indirect and consequential loss is limited to [REDACTED]
- The *Consultant's* liability to the *Employer* for defects that are not found until after the defects date is limited to [REDACTED]
- The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is [REDACTED] (five million pounds only).
- The *end of liability date* is [REDACTED] after Completion of the whole of the *services*

If Option X22 is used

- the IMM Protocol is the document attached at Annex 2 of this contract
- The *project* is the Hammersmith Bridge Refurbishment

The *quality statement* can be found in Annex A1 – Addendum to Schedule 2A of the Multi Disciplinary Services Framework (PSF 91313) and Volume 3 Quality and Financial Submission.



ANNEX A1 - ADDENDUM TO SCHEDULE 2A OF THE MULTI DISCIPLINARY SERVICES FRAMEWORK (PSF91313)

The clauses in Schedule 2A of the Framework Agreement are amended as follows:

In **Clause 82.1** delete the following bullet point:

- “any other Losses against which the *Consultant* is entitled to an indemnity under any policy of insurance up to (but not exceeding) the amount which the *Consultant* is obliged to maintain under this contract;”

Insert the following new Additional Conditions of Contract as new **clause 144**:

“144 **Quality Statement**

144.1 The *Consultant* warrants that the representations contained in the *quality statement* are accurate in every respect and may be fully relied upon by the *Employer*, including where the standards represented exceed the minimum originally specified by the *Employer*.

144.2 Should any discrepancy arise between the *quality statement* and other contract documents, the Scope takes precedence except where the *quality statement* includes a standard which exceeds that specified in the other contract documents, in which case the *quality statement* takes precedence over those other documents.”

Delete X21.1 and replace with the following, “In this Option, “*Employer’s Design Information*” means any information referenced in Appendix 7 to the Scope, Volume 2.”

In **Schedule 9** replace “Purchaser/Tenant/Developer” with “London Borough of Hammersmith & Fulham” in the heading and add the following at the end of Recital B:

“[The Beneficiary, as owner of the site and/or structure which is the subject of the Main Contract Works or the Works and therefore has an interest in the whole or part of the Main Contract Works or the Works and intends to enter into an agreement with the Employer in respect of the same.]”

In **Schedule 11B** replace “Financier/P&T/Developer” with “London Borough of Hammersmith & Fulham” in the heading and add the following at the end of Recital C:

“[The Beneficiary, as owner of the site and/or structure which is the subject of the Main Contract Works or the Works and therefore has an interest in the whole or part of the Main Contract Works or the Works and intends to enter into an agreement with the Employer in respect of the same.]”



ANNEX A2 – PREAMBLES TO PRICING SCHEDULE

The Pricing Schedule template is located in Annex B1.

Preambles

- a. The *Consultant* is required to deliver the *services* set out in the Scope.
- b. All *Consultants'* expenses shall be deemed as included in the staff rates. This includes but is not limited to travel, accommodation, food, etc.
- c. The Consultant shall provide rates for all staff proposed in line with the requirements as stipulated in Volume 2, Scope.
- d. All rates shall exclude VAT.
- e. The Pricing Schedule is based on Time Charge pricing and as such Annex B1 is to be completed by providing rates for all individuals charging time.
- f. The *Consultant* shall add extra rows as necessary to the Pricing Schedule to include all named individuals.
- h. Normal day rates shall be valid for a minimum 8 hour day Monday - Friday, and shall be incorporated for any part thereof in accordance with the PSF 91313 Professional Services Framework – Multidisciplinary. The day rates are deemed inclusive of any additional hours over 8 hours worked during the course of a day.
- i. An uplift percentage for night working and an uplift percentage for weekend working shall be included in the Pricing Schedule (Annex B1). The uplift percentage shall not exceed the relevant out of hours working percentage mark-up stated in the Framework. Night time or weekend working shall be instructed by the *Employer's Agent* in writing prior to requiring the work. The *Consultant* shall be required to provide evidence of this request when submitting timesheets.
- j. Staff Designation/Disciplines/Grades shall match those found in the PSF 91313 Professional Services Framework – Multidisciplinary (see Annex A3), and their competencies shall match the descriptions shown. Rates for individual staff shall not exceed the maximum rates under the Multidisciplinary Services (A1) of the Multidisciplinary Framework. The Pricing Schedule shall clearly highlight the Staff Discipline in line with the Multidisciplinary Services (A1) of the Multidisciplinary Framework.
- k. Candidates named in the Pricing Schedule shall correspond to the CV(s) included in the *Consultants Quality Statement* and correspond to the consultant grade descriptions described in Annex A3.
- l. Specialist Consultants at above Framework Maximum Charge Out Rates will be deemed non-compliant unless the approval to use the Specialist Consultants was gained by the *Employer* within the Mini-Competition clarification process prior to submitting the Proposal.



No individuals charging time to the project should exceed the Framework Maximum Charge Out Rates. This includes sub-consulted staff and specialist contractors. Any individuals at above the Framework Maximum Charge Out Rates are required to follow the process specified above.

- m. The *Consultant* shall not include any additional staff who exceed the Framework Maximum Charge Out Rates as set in each Grade under the Framework unless agreed in writing by the *Employers Agent*. Consultants can add additional designations, not Staff Grades, to Annex B1 in Volume 1.



ANNEX A3 – CONSULTANT GRADE DESCRIPTION

Partner/Director

General	For a partnership, a Partner in the practice; for a limited company, any employee who carries the title “Director” (or “Associate Director” or other similar title) and who is normally chargeable to projects. Member of a company generally in overall charge of the management, policy and conduct of the firm’s business including maintaining effective communication channels and is able to commit the company to undertake all major contracts. Responsible for all grades of personnel.
Typical Education /Qualifications and Experience	• Hold appropriate professional qualifications applicable to the sub-category commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several major programmes. • The ability to demonstrate key involvement in delivering projects of high value and complexity. • Overall responsibility for project(s) and for supervision, control and development of subordinate personnel. • Significant management responsibility and direction within the consultancy including client liaison, specialist skills or experience.
Responsibilities	• Develop client relationships. • Review enquiries for consultancy services, prepare fee proposals and negotiate commissions. • Manage and control all the personnel efficiently, and in compliance with all relevant statutory instruments procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Develop and maintain effective communication channels, between the consultancy and TfL and external contractors and other bodies as necessary. • Ensure that sufficient personnel are assigned for the commission and that they are suitably qualified and motivated to perform the duties allocated to them. • Oversee all commission activities and ensure full adherence. • Comply with all the projects safety and quality assurance procedures and requirements, including audits, and ensure that all consultancy personnel do likewise. • Facilitate and ensure that training needs, both personal and that of the consultancy personnel, are identified and addressed.



Principal Consultant

General	Reporting to Partner / Director. Member of a company who is able to deputise for the Director. The person will have the ability to manage and control teams and ensure that there are sufficient teams of personnel assigned to commissions. Responsible for all grades of consultants and support staff.
Typical Education /Qualifications and Experience	• Hold appropriate professional qualifications applicable to the sub-category commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several programmes. • The ability to demonstrate key involvement in delivering projects of high value and complexity. • Must have substantial transport experience and technical skills appropriate to the sub-category. • Responsibility for project(s) and for supervision, control and development of junior personnel. • Significant management responsibility and direction within the Consultancy including client liaison, specialist skills or experience.
Responsibilities	• Deputise for the Partner/Director on all aspects of the project. • Manage and control a team(s) of consultants effectively and in compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Communicate effectively with other members of the project team and with other TfL departments and external consultants and bodies where necessary. • Ensure that sufficient personnel are assigned for the commission and that they are suitably qualified and motivated to perform the duties allocated to them. • Supervise, control and develop personnel assigned • Ensure that the team's activities meet the objectives of the commission. • Comply with all the project's safety and quality assurance procedures and requirements and ensure that all team members do likewise. • Ensure that all appropriate training, both personal and that the team personnel, is undertaken.



Senior Consultant

General	Reporting to Partner / Director or Principal Consultant. Person holding corporate membership of a professional body recognised by TfL and has the ability to demonstrate key involvement in delivering projects of high value and complexity. Responsible for all grades of consultants and support staff on behalf of the Director/Partner.
Typical Education /Qualifications and Experience	• Hold appropriate professional qualifications applicable to the sub-category commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several programmes / projects • The ability to demonstrate key involvement in delivering projects of high value and complexity. • Must have substantial transport experience and technical skills appropriate to the sub-category. • Responsibility for project(s) and for supervision, control and development of junior personnel. • Significant management responsibility and direction within the organisation including client liaison, specialist skills or experience.
Responsibilities	• Deputise for the Partner/Director or Principal Consultant on all aspects of the Project. • Manage and control a team(s) of consultants effectively and in compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Communicate effectively with other members of the Project Team and with other TfL departments and external consultants and bodies where necessary. • Ensure that sufficient personnel are assigned for the commission and that they are suitably qualified and motivated to perform the duties allocated to them. • Supervise, control and develop personnel assigned • Ensure that the team's activities meet the objectives of the commission. • Comply with all the project's safety and quality assurance procedures and requirements and ensure that all team members do likewise. • Ensure that all appropriate training, both personal and that the team personnel, is undertaken.



Consultant

General	Reporting to Principal Consultant / Senior Consultant. A person with the ability to assist in the management and control of a project team to ensure delivery of the required projects. Responsible for Junior Consultant / administration staff
Typical Education /Qualifications and Experience	• Hold appropriate professional qualifications applicable to the sub-category commissioned to perform and/or corporate membership of a major institution. • Must have relevant work experience spanning several projects • Must have some transport experience and technical skills appropriate to the sub-category. • Responsibility for project(s) and for supervision, control and development of junior personnel.
Responsibilities	• Deputise for the Principal Consultant/ Senior Consultant on all aspects of the project. • Assist in the management and control of a project team of consultants to ensure efficiency and compliance with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Communicate effectively with other members of the Project Team and with other TfL departments and external consultants and bodies as necessary. • Supervise, control and develop personnel assigned. • Ensure that own and assigned personnel activities meet the objectives of the commission. • Comply with all safety and quality assurance requirements and ensure that all team personnel to likewise • Ensure that all appropriate training, both personal and that of assigned personnel, is undertaken.



Junior consultant

General	Reporting to Senior Consultant/Consultant. A person with the relevant experience capable of working on some aspects of the delivery of the required project. Responsible for support staff.
Typical Education /Qualifications and Experience	• Must have relevant work experience in at least one completed project.
Responsibilities	• Assist the Consultant where appropriate. • Supervise the support staff assigned (if appropriate). • Work in compliance and ensure that all assigned personnel comply with all relevant procedures, rules, regulations, standing orders and instructions and the adopted procurement method. • Ensure that own and assigned personnel's activities meet the objectives of the commission. • Comply with all safety and quality assurance requirements and ensure that all assigned personnel do likewise. • Ensure that all appropriate personal training is undertaken.



ALL-OFF CONTRACT DATA PART TWO

Part Two - Data to be provided by the *Consultant*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

• The *Consultant* is

Name Pell Frischmann Consulting Engineers Limited
Address 5 Manchester Square, London, W1U 3PD

• The *key persons* are

(1) Name [REDACTED]

Job Divisional Director, Transport Infrastructure

Responsibilities Project Director for this study, responsible for Project Direction, compliance with the brief, quality and associated standards and delivery

Qualifications [REDACTED]

Experience [REDACTED]
consultancy, management and promotion of transport and civil infrastructure multi-disciplinary schemes. [REDACTED]

(2) Name [REDACTED]

Job Senior Civil Engineer

Responsibilities Project Manager for this study, responsible for day to day management, team leadership, client and stakeholders liaison, qualities and standards compliance and project delivery

Qualifications [REDACTED]

Experience [REDACTED]
of experience in inspection, assessment and project management of highway and railway structures projects. [REDACTED]

(3) Name [REDACTED]

Job Design and Discipline Lead

Responsibilities Design team and discipline lead for this study, co-ordination of design team, structural modelling and analysis, qualities and standards compliance

Qualifications [REDACTED]

Experience He has extensive experience in design and technical



review of bridges and civil engineering structure. As a consultant, he worked successfully [REDACTED]

(4) Name [REDACTED]

Job ECI Advisor

Responsibilities Responsible for ECI advice and engaging in buildability issues and construction risk.

Qualifications [REDACTED]

Experience [REDACTED] is a technical specialist in all stages of bridge construction. [REDACTED]

(5) Name [REDACTED]

Job Technical Director

Responsibilities Principal Designer / CDM

Qualifications [REDACTED]

Experience [REDACTED] has significant experience leading and supporting design teams. [REDACTED] undertake Principal Designer duties and has previously acted as PS and CDMC on a number of projects, including large highways, structures and railway projects. Expertise include inspection, assessment, report reviewing, strengthening and new build design of complex bridges and highway structures.

- The *staff rates* are

See Annex B1

- The following matters will be included in the Risk Register

Number	Risk
1	Accuracy and adequacy of existing information
2	Access restrictions and subsequent agreement of space during site investigations
3	Late receipt of information
4	Limited durations for investigations
5	Clashes of Survey and Investigation works with other works
6	In-ability to gain access to inspect elements of the structure (access covers etc.)



7	Condition of the existing elements
8	Existing utilities and services
9	Unforeseen environmental issues during site investigations and inspections
10	Health and Safety risks associated with third parties including river traffic

Notes

- a) Results of site investigations and of earlier analysis undertaken during the feasibility stage

Optional statements

- The programme identified in the Contract Data is **found in the quality statement**
- The *Employer* provides access to the following persons, places and things

access to	<i>access date</i>
Structure	from commencement of services
Historical information	from commencement of services



ANNEX B1 – PRICING SCHEDULE

Schedule of Rates						
NAME	ROLE	DISCIPLINE	STAFF DESIGNATION/GRADE	RATE/DAY	% uplift for night working	% uplift for weekend working
			Partner/Director or equivalent			
			Partner/Director or equivalent			
			Partner/Director or equivalent			
			Principal Consultant			
			Principal Consultant			
			Principal Consultant			
			Principal Consultant			
			Principal Consultant			
			Principal Consultant			



		Principal Consultant	
		Senior Consultant	
		Senior Consultant	
		Senior Consultant	
		Senior Consultant	
		Senior Consultant	
		Consultant	
		Consultant	
		Consultant	
		Junior Consultant/Graduate	
		Specialist Consultant	
		Specialist Consultant	
		Specialist Consultant	