

**TRANSPORT for LONDON –
COMMERCIAL, SURFACE TRANSPORT**

CONTRACT

FOR

**Brent Cross Structures Investigation
and Management Plan**

BETWEEN

TRANSPORT FOR LONDON

AND

PELL FRISCHMANN CONSULTING ENGINEERS LTD

tfl_scp_001144_co001

CONTENTS

Section 1 – Call-off Contract Data Part 1	Page 3
Section 2 – Call-off Contract Data Part 2	Page 13
Section 3 – Financial Submission and Collateral Warranty	Page 19
Section 4 – Scope	Page 51
Section 5 – Quality Submission	Page 90

SECTION 1 – CALL-OFF CONTRACT DATA PART 1

ATTACHMENT 1 – FORM OF CALL-OFF CONTRACT

THIS AGREEMENT is made the 19 day of APRIL..... 2017

BETWEEN:

(1) Transport for London whose registered office is at Windsor House, 42-50 Victoria St, London, SW1H 0TL (“the Employer” which expression shall include its successors in title and assigns); and

(2) Pell Frischmann Consulting Engineers Ltd. 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 4 May 2016 (“the Framework Agreement”).

(B) The Employer wishes to have provided structural investigations to six bridges and in the Brent Cross area with a resulting management plan. This is to further understand the asset condition to ensure structural safety. (“the services”).

(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 with appended terms and conditions;
 - 4.4 The attached Call-Off Contract Data Part 2; and
 - 4.5 The following documents:
 - The Scope;
 - Schedules 1 to 20 inclusive of the Framework Agreement; and
 - The Consultant's quality submission.
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 Fourth : 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.

The common seal of
Transport for London
was affixed to this Deed
in the presence of:

6012

Authorised signatory



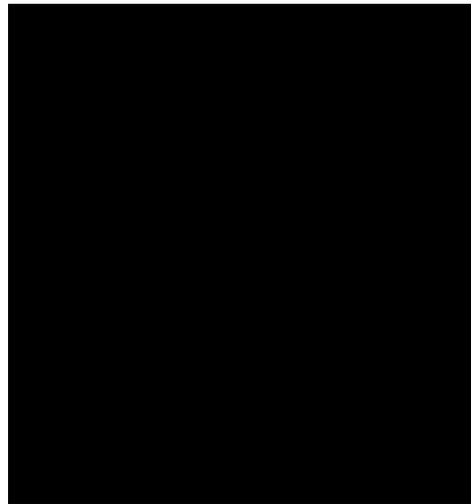
**EXECUTED AND DELIVERED AS
A DEED by
THE CONSULTANT
acting by:**

Signature of Director

Print name of Director

Signature of Director/Secretary

Print name of Director/Secretary



1.0 CALL-OFF DOCUMENTATION

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

2.0 MINI-COMPETITION REQUEST FORM

Schedule 6A - Mini-Competition Request Form – Call Off Contract

Framework Agreement Name and Reference Number: PSF 91313 Professional Services Multidisciplinary Framework

Sub Category: Lot 4.2 – B11) Bridges and Structures

Mini-competition Reference: tfl_scp_001144_co001

From: Paul Murthwaite -Transport for London (Commercial, Surface)

Date: November 2016

This is a Mini-Competition Request Form for the provision of Services in accordance with the Framework Agreement referenced above. This is an enquiry document only, constituting an invitation to treat, and does not constitute an offer capable of acceptance. Your Proposal must be submitted as an offer capable of acceptance by the Employer; however such acceptance will not occur unless and until the Employer posts notice of acceptance to you.

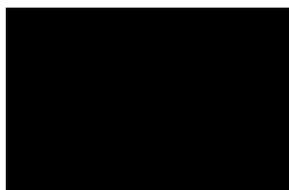
Section 3 of this Mini-Competition Request Form sets out the Contract Data; **Volume 3** sets out the Pricing Information.

In your Proposal, you must respond by providing the information required as detailed in this Volume 1, and Volume 0, and by completing the Contract Data Part Two contained in Section 4 of this document.

Your Proposal will be assessed against those submitted by other Consultants as part of a Mini-Competition process. Subject to the Employer not having any obligation to award a Call Off Contract, the Employer will evaluate the Proposals to determine which is the most economically advantageous with reference to the assessment criteria set out in this Schedule 6A and Volume 0.

Any clarifications regarding this Mini-Competition should be directed per the instructions in Volume 0. Any queries regarding the Framework Agreement should be directed to the Procurement Manager named in the Framework Agreement.

Signed:



for and on behalf of Transport for London.

3.0 CALL-OFF CONTRACT DATA PART ONE

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 Option **A** and Option **E** and Secondary Options **X2, X10, X18 and X22** each as may be amended or supplemented by all as attached to the Transport for London Professional Services Framework Agreement. The *conditions of contract* uses the clauses for main Option A for items priced as activity-based lump sum (Table 1 of Pricing Schedule) and main Option E for items priced on a cost-reimbursable basis (Table 2 of Pricing Schedule).
- The *Employer* is
Name: **Transport For London (TfL)**
Address: **Windsor House, 42-50 Victoria St, London, SW1H 0TL**
- The *Employer's Agent* is
Name: [REDACTED]
Address: **Transport for London, Floor 4B5, Palestra, 197 Blackfriars Road, SE1 8NJ**
- The authority of the *Employer's Agent* is
To make all decisions related to this Call Off Contract as set out in option X10
- The *services* are
For the provision of technical consultancy services the STIP2 Brent Cross Structures Refurbishment project.
- The Scope is within this call-off document, titled
'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 **two (2) weeks**.
- The *period for retention* is **12 years following Completion or earlier termination**.
- The *tribunal* is **the courts of England and Wales**

2. The Parties' main responsibilities

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

access to

access date

Bridge Station System
(it contains structures and tunnels asset information)

Within 2 working days of TfL issuing the tender documentation

TfL Sharex Intranet
(it contains relevant site information for this project)

Within 2 working days of TfL issuing the tender documentation

CDM Datastore System
(it contains structures and tunnels asset information, including highways)

Within 1 week of the *starting date*

3 Time

The *starting date* is **3 April 2017**

- The *Consultant* submits revised programmes at intervals no longer than **4 (four) weeks**.

4 Quality

- The quality policy statement and quality plan are provided within **2 (two) weeks** of the *starting date*.
- The *defects date* is **52 (fifty two) weeks** after Completion of the whole of the *services*.

5 Payment

- The *assessment interval* is **4 (four) weeks**
- The *currency of this contract* is **pounds Sterling (£)**
- The *interest rate* is **2 (two) % 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 services or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the degree of 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)	£5,000,000 for each and every claim and in the aggregate per annum	12 years
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>	£5,000,000 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.	£5,000,000 in respect of each claim, without limit to the number of claims	The duration of the contract

Optional statements

- The *completion date* for the whole of the *services* is **31 October 2017 with the option to extend for a total of six (6) months.**

Option A

- The consultant prepares forecast of total expenses at intervals no longer than 4 (four) weeks

Option E

- The *Consultant* prepares forecasts of the total Time Charge at intervals no longer than **4 (Four) weeks.**

If Option X18 is used

- The end of liability date is **12** years after Completion of the whole of the services.
- 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 **£5,000,000.**

SECTION 2 – CALL-OFF CONTRACT DATA PART 2

CALL-OFF CONTRACT DATA PART TWO

Data provided by the *Consultant*

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 . . . ██████████

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 . . . BSc (Hons); PhD; CEng; FICE

Experience . . . ██████ has over 29 years of experience in engineering consultancy, management and promotion of transport and civil infrastructure multi-disciplinary schemes. He has a close working relationship with TfL having managed and directed numerous complex Civil Engineering Projects

(1) Name . . . ██████████

Job . . . Technical Director

Responsibilities . . . Principal Designer / CDM

Qualifications . . . BA; CEng; FICE; MISE; APS; Dip; IMaPS

Experience . . . ██████ has significant experience leading and supporting design teams. As CMaPS ██████ can undertake Principal Designer duties and has previously acted as PS and CDMC on a number of projects, including large highways, structures and a railway project. Expertise includes inspection, assessment, report reviewing, strengthening and new build design of bridges and highway structures

(2) Name . . . ██████████

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 . . . BEng (Hons) Civil Engineering

Experience . . . ██████████ is a skilled Civil Engineer with plenty of experience in inspection, assessment and management of highway and railway structures. He has been engaged in a variety of TfL and Highways England projects including the earlier STIP, Brent Cross 1 study.

- The *staff rates* are:

See Pricing Schedule (Financial Submission)

- The following matters will be included in the Risk Register

Number	Risk
1	Road network restrictions and subsequent agreement of road space during site investigations
2	Late receipt of road traffic orders
3	Potential embargos on traffic management during shopping times at Brent Cross shopping centre
4	Limited durations for Traffic Management, road space planning and short term availability of TTRO's
5	Clashes of Survey and Investigation works with other works preventing TM and Road Space booking (Scheme Prioritisation)
6	Limited durations for curing deck repair materials and/ or limited working life for quick repair materials associated with trial holes

7	Accommodating Others
8	In-ability to gain access to inspect elements of the structure (access covers/ panels will not open etc.) and unable to reinstate covers, mesh, cladding etc. as found
9	Condition of the existing structures
10	Existing utilities and buried services
11	Unforeseen environmental issues during site investigations and inspections
12	Accuracy and adequacy of existing information necessary for site inspections and complication of the projects
13	Health and Safety risks associated with CDM and PC/PD requirements
14	Weather non-conducive to performing the works

Notes

- a) Risks 1 to 7 are network occupancy risks, which are difficult to control. Mitigations to include early engagement with Planned Intervention, continuous consultation and communication with TfL. Other risks are minor ones, such as unknown condition of deteriorated concrete areas. Level of concrete deterioration unknown.
- b) The Consultant will procure the asbestos survey specialist as a subcontractor and indemnify TfL directly.
- The *activity schedule* is as per priced activity schedule in Financial Submission
 - The Consultant's subcontractors activity schedule(s) (as applicable) is as per priced activity schedule in Financial Submission
 - The tendered total of the Prices is £ [REDACTED] (Part A Scope).
Part B Scope based on Schedule of Rates (Option E).
 - The named subcontractors are:

Responsibilities . . . Subcontractor Lead for Structural Investigations

Qualifications . . . BSc (Hons); IOSH; MInstNDT; TRRL

Experience . . . [REDACTED] has had over 30 years' experience of investigation, inspection and assessment of civil engineering structures throughout the UK and overseas. This has involved extensive project management, mainly specialising in large scale concrete and bridge/building investigation, Rail and LUL inspection programmes.