



London Overground Stations Capacity Enhancement Programme (LOSTAT)

Hackney Interchange

Section 003 – Consolidated Conditions of Contract

Contract Data Part 1

LOS-EN11-GEN-TEN-RFL-0014

June 2014

Issue Record

Client Rail for London
Project Hackney Interchange
Report no. LOS-EN11-GEN-TEN-RFL-0014
Title Section 003 – Consolidated Conditions of Contract: Contract Data Part 1

Issue record

<i>Issue</i>	<i>Date</i>	<i>Author</i>	<i>Approved</i>	<i>Description</i>
01	08.10.13	TFL Legal	See DRF	For ITT
02	03.06.14	LOSTAT	TFL Legal	For Contract

Note: this report is uncontrolled when printed.

MAIN OPTION A
CONTRACT DATA
PART 1

CONTRACT DATA

Part One – Data provided by the *Employer*

Statements given in all contracts

1. General •

The *conditions of contract* are the core clauses and the clauses for main Option A and secondary Options clauses **X7, X13, X15, X16, X18, X21, X22, X23, X24** and Y(UK)2 and Z clauses of the NEC3 Engineering and Construction Contract June 2005 (incorporating amendments June 2006 and September 2011) as amended or inserted in each case in accordance with secondary Option Z.

The *works* are the capacity enhancement works between Hackney Central and Hackney Downs stations as more particularly described in the Works Information

• The *Employer* is

Name: Rail for London Limited

Address: Windsor House, 42 – 50 Victoria Street, London SW1H
0TL

• The *Project Manager* is

Name: **REDACTED**

Address: **REDACTED**

• The *Supervisor* is

Name: **REDACTED**

Address: **REDACTED**

- The Works Information is in Section 005 of the contract documents
- The Site Information is **REDACTED**
- The *boundaries of the site* are shown on drawings 5324(02).
- The *language of this contract* is English
- The *law of the contract* is the law of England and Wales
- Except as where noted as otherwise in the Works Information, the *period for reply* is 6 weeks for submissions requiring acceptance by Network Rail or by the *Employer* as the owner and/or operator of the Underground and Overground Network, 2 weeks for design submissions and 2 weeks for all other communications provided that if the *Employer* marks a communication as ‘Urgent’ the *Contractor* responds within such shorter period of time as the *Employer* may reasonably require
- The following matters will be included in the Risk Register:

Not applicable
- The principal contractor for the purposes of the CDM Regulations is the *Contractor* in respect of those areas of the Site where no other principal contractor has been appointed by the *Employer* and notified to the *Contractor*; and

Others as may be notified by the *Project Manager* from time to time in respect of other areas of and adjacent to the Site.
- The principal contractor for the purposes of the Site Waste Management Plan Regulations is:

the *Contractor*
- 3. Time • The *starting date* is: 6th June 2014
- The *access dates* are:

Part of the Site

Date

(within the boundaries as confirmed by the *Project Manager* prior to commencement of any *works* on the relevant part of the Site)

1. Hackney Interchange

After acceptance of Work Package Plan for Site Establishment

- The *Contractor* submits revised programmes at intervals no longer than 4 weeks.
- 4. Testing and Defects
 - The *defects date* is 52 weeks after Completion of the whole of the *works*.
 - The *defect correction period* is 4 weeks except that
 - the *defect correction period* for Defects that would affect and/or disrupt train or freight operational and /or maintenance services is 24 hours.
- 5. Payment
 - The *currency of this contract* is UK Pounds Sterling (£UK)
 - The *assessment interval* is 4 weeks in accordance with UK railway accounting periods
 - The *interest rate* is 2 % per annum above the base lending rate of the Bank of England.
 - **REDACTED.**

8. Risks and insurance

Insurances taken out by the *Employer*

- **Construction All Risks Insurance** - details and minimum limit of indemnity as set out in the Insurance Table in clause 84.2 of the consolidated conditions of contract.
- **Public liability insurance** - details and minimum limit of indemnity as set out in the Insurance Table in clause 84.2 of the consolidated conditions of contract.
- **Non-negligence insurance** - details and minimum limit of indemnity as set out in the Insurance Table in clause 84.2 of the consolidated conditions of contract.

Insurances taken out by the *Contractor*

- ***Employer's liability insurance*** - details as set out in the Insurance Table in clause 84.2 of the consolidated conditions of contract with a minimum limit of indemnity in the amount of £10,000,000 per occurrence.
- ***Contractor's equipment loss insurance*** - details and minimum limit of indemnity as set out in the Insurance Table in clause 84.2 of the consolidated conditions of contract.
- **Professional indemnity insurance** - details as set out in the Insurance Table in clause 84.2 of the consolidated conditions of contract with a minimum limit of indemnity in the amount of £200,000 for each and every claim.

Optional statements

If the *Employer* has decided the *completion date* for the whole of the *works*

- The *completion date* for the whole of the *works* is

19th May 2015.

If the *Employer* is not willing to take over the *works* before the Completion Date

- The *Employer* is not willing to take over the *works* before the Completion Date.

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

- The *Contractor* is to submit a first programme for acceptance two weeks after contract award.

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

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

There are no *key dates* or *conditions*.

condition to be met

key date

1. Physical Completion of Hackney Interchange

29th April 2015

2. Handover documentation for Hackney Interchange

19th May 2015

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is 28 days after the date when payment becomes due in accordance with clause 51.1A of the conditions of contract.

If there are additional *Employer's* risks

- These are the additional *Employer's* risks
 1. 28 day approval period for the discharge of the planning conditions (but only to the extent that the delay is not due to any fault of the Contractor)
 2. Excessive consultations with HSI(NR) and Crossrail (but only to the extent that the Contractor is not at fault)
 3. Cost of removal or encapsulation of any Asbestos Containing Material
 4. Rectification of any existing non-conformance within the existing tenanted electrical installation
 5. Cost of providing additional protective devices (i.e. betterment) to electrical installation due to non-compliance
 6. A material difference in the requirements or constraints between the design assumptions a reasonable contractor would have made on the ground conditions and the ground conditions established in the final GI report(s) (the scope of same is set out in IR-W Appendix H)

Cover/deductibles for insurances provided by the *Employer*

1 Construction All Risks Insurance (as stated in the Insurance Table)

Item A - the permanent and/or temporary works, materials and supplies (including free issue materials) and any other property for which the Insured is responsible, intended for use in connection with or for incorporation in the Project Site including temporary buildings and constructional plant and equipment for which Insured (1) (3) and/or (11) is responsible

Item B - Employees tools and effects in respect of the employees of Insureds (1) (3) and/or (11)

Item C-Assets infrastructure and/or other property owned by Insured 1 or leased hired rented by Insured 1 for which Insured 1 is responsible or has agreed or is required to insure at the Project Site and not forming part of the works

The following Deductible is for 100% unless otherwise stated.

Item (A) & (C)

(1) GBP 150,000 (but GBP 250,000 in respect of Civil Works) each Occurrence or damage caused to the works by defects in design plan specification materials or workmanship (DE5). This Deductible shall only apply in respect of reinstatement making good and the like of that part which is itself defective

(2) GBP 25,000 each Occurrence in respect of loss or damage caused by storm tempest water damage subsidence or collapse

(3) GBP 25,000 each Occurrence in respect of loss or damage caused by defect in design plan specification materials or workmanship (DE3)

(4) GBP 5,000 each Occurrence

(5) GBP 10,000 each Occurrence in respect of loss or damage to temporary buildings and or constructional plant and equipment

Item (B)

GBP 100 each Occurrence

Item (C)

GBP 250 each Occurrence

2 **Public liability insurance** (as stated in the Insurance Table)

Cover/indemnity is not less than £10,000,000 per occurrence.

The deductibles are: £10,000 each and every loss

3 **Non-negligence Insurance** (as stated in the Insurance Table)

Cover/indemnity is not less than £10,000,000 per occurrence.

The deductibles are: £10,000 per occurrence

If additional insurances are to be provided

- The *Contractor* provides these additional insurances

Not applicable.

If Option X1 is used

- Not applicable

If Options X5 and X6 are used together

- Not applicable

If Options X5 and X7 are used together

- Not applicable

If Option X6 is used (but not if Option X5 is also used)

- Not applicable

If Option X7 is used (but not if Option X5 is also used)

- REDACTED

If Option X12 is used

- Not applicable

If Option X13 is used

- Not applicable

If Option X14 is used

- Not applicable

If Option X16 is used

- REDACTED

- REDACTED

If Option X17 is used

- Not applicable

If Option X18 is used

- The *Contractor's* liability to the *Employer* for all matters arising under or in connection with the contract, other than excluded matters is limited to an amount equal to the total of the Prices in the aggregate.

If Option X20 is used (but not if Option X12 is also used)

- Not applicable

If Option X24 is used:

- These are the *specified termination events*
 1. Employer is not granted planning permission or permitted development rights for the *works* or part of them on reasonable terms
 2. The project of which the works form part is terminated or postponed for political reasons
 3. Funding by Network Rail for one or more Stations is withdrawn

Option Z

- The *additional conditions of contract* are the amendments to core, main and secondary option clauses and additional conditions of contract incorporated in the consolidated conditions of contract and included in section 001 of the contract documents.