

London Underground Limited (LUL)

Deep Tube Upgrade Programme (DTUP)

One Person Operation (OPO) CCTV System Contract

Section 2

Implementation Work Terms

Schedule 2A

Piccadilly Line Order

Contract Data

MAIN OPTION D

CONTRACT DATA

PART 1

Deep Tube Upgrade Programme

OPO CCTV System

Piccadilly Line

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 D and secondary Options clauses X1, X2, X4, X6, X7, X12, X13, X15, X18, X21, X23 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 to provide the Design and Installation of a new Platform to Train One Person Operation (OPO) CCTV System on the Piccadilly line (plus Ealing Broadway and Chiswick Park). Also included in the scope is the installation of Off Train Communications (OTC) equipment in station/platform areas and the installation of Train Stopping Markers. As more fully described in the Works Information.
 - The *Employer* is

Name: London Underground Limited

Address: 5 Endeavour Square, Stratford, London, E20 1JN
 - The *Project Manager* is

Name: **REDACTED**

Address: 5 Endeavour Square, Stratford, London, E20 1JN
 - The *Supervisor* is

Name: Not Applicable

Address: Not Applicable

- The Works Information is in Schedule 4A and Schedule 4B
- The Site Information is in Schedule 5A
- The *boundaries of the site* are LUL Network and the Rolling Stock Manufacturers Test Track
- The *language of this contract* is English
- The *law of the contract* is the law of England and Wales
- The *period for reply* is Fifteen (15) Working Days from receipt of all communications unless otherwise stated in the Works Information
- - The following matters will be included in the Risk Register:
 1. Asbestos and other safety hazards may result in aborted shifts and hazard removal cost;
 2. Interface risk with other PDPs – primarily with the DTUP Rolling Stock Manufacturer;
 3. Access - Limited access to site (Engineering Hours) due to restrictions from Night Tube and works being performed by Others;
 4. Camera or transmission equipment locations clashing with existing platform assets resulting in the need to relocate existing assets.
 5. Existing CRMS may not have sufficient capacity to accommodate new cabling;
 6. Managing and obtaining timely Heritage Consents.

3. Time
- The *starting date* is: date of execution of the Contract
 - The *access dates* are:
- | Part of the Site | Date |
|---|--------------|
| 1. Rolling Stock Manufacturers Test Track | 03 June 2022 |
- The *Contractor* submits revised programmes at intervals no longer than four (4) weeks or such other interval proposed by the Contractor and accepted by the Project Manager, who may instruct the Contractor to revert to the original interval at any time at his absolute discretion.
4. Testing and Defects
- The *defects date* is fifty-two (52) weeks after Completion of the whole of the *works*.
 - The recurrent failures date is twelve (12) years after Completion
 - The *defect correction period* is fourteen (14) days unless the Project Manager instructs:
 - a shorter period for safety, operational or service availability reasons; or
 - a longer period
5. Payment
- The *currency of this contract* is pound Sterling (£)
 - The *assessment interval* is four (4) weekly as per the LUL Accounting Period as set out in Annex A to this Contract Data
 - The *interest rate* is one (1) % per annum above the base rate set from time to time by the Bank of England.

6. Compensation events
- The place where weather is to be recorded is St James' Park, London
 - The *weather measurements* to be recorded for each calendar month are
 - the cumulative rainfall (mm)
 - the number of days with rainfall more than 5 mm
 - the number of days with minimum air temperature less than 0 degrees Celsius
 - the number of days with snow lying at 09:00 hours GMT.
 - and these measurements: Not Applicable.
 - The *weather measurements* are supplied by the Meteorological Office
 - The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at St James' Park, London and which are available from:

The Meteorological Office

The Climate Department

Fitzroy Road

Exeter

Devon

EX1 3PB

Telephone 0370 900 0100 or Fax 0370 900 5050

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.
- ***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.

**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 30 September 2025

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 within four (4) weeks of the Contract Date.

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

<i>condition</i> to be met	<i>key date</i>
1. Free issue and deliver to the Rolling Stock Manufacturer, one (1) full set and one (1) full spare set of train borne equipment for each pre series train.	20 June 2022
2. OPO CCTV system infrastructure borne equipment, OTC Equipment and Stopping Markers, installed and initially tested and commissioned for all stations.	15 March 2024
3. LUL Network Integration Testing with the train complete. OPO CCTV System accepted.	10 April 2025

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

Not Applicable

Cover/deductibles for insurances provided by the *Employer*

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

Cover/indemnity is: the full reinstatement value of the *works*

The deductibles are:

- £250,000 per occurrence for loss or damage to the *works* caused by defects in design plan specification materials or workmanship (DE5 1995). Such deductible shall only apply in respect of reinstatement or making good of that part which is itself defective;
- £25,000 per occurrence in respect of loss or damage to the works caused by defect in design plan specification materials or workmanship (DE3 1995);
- £25,000 per occurrence in respect of loss or damage caused by storm, tempest, water damage, subsidence or collapse;
- £5,000 every other occurrence.

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

Cover/indemnity is not less than £25,000,000 per occurrence

The deductibles are: £10,000 per occurrence

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

Cover/indemnity is not less than £25,000,000 per occurrence

The deductibles are: £10,000 per occurrence

If additional insurances are to be provided

- The *Contractor* provides these additional insurances

1. Insurance against: Not Applicable

2. Cover/indemnity is: Not Applicable

If there are *additional termination events*:

- These are the *additional termination events*

If the *Contractor's liability for liquidated damages under Z2.12 (Schedule 8)* is capped:

The *maximum aggregate liability* of the *Contractor* for liquidated damages payable or allowable under Z2.12 (Schedule 8) is limited to 10% of the total of the Prices

- The *method of measurement* is: Rail Method of Measurement 1.

Amended as follows: Not Applicable

- The *Contractor's share percentages* and the *share ranges* are

<i>share range</i>	<i>Contractor's share percentage</i>
less than 100 %	50%
greater than 100 %	50%

- The *share termination threshold* is: Not Applicable
- The *Contractor* prepares forecasts of Defined Cost for the *works* at intervals no longer than four (4) weeks.
- The *exchange rates* are those published in: Not Applicable

If Option X1 is used

- The proportions used to calculate the Price Adjustment Factor are:

Price Adjustment Formulae Indices (Civil Engineering) 1990 Series, [June 1990 = 100]

0.250 linked to the index for 90/1 Labour and Supervision

0.030 linked to the index for 90/2 Plant and Road Vehicles

Price Adjustment Formulae Indices (Specialist Engineering) Series 3, [June 1990 = 100]

0.250 linked to the index for 3/E1 Electrical - Labour

0.170 linked to the index for 3/E2 Electrical - Materials

0.150 linked to the index for 3/H1 Mechanical - Labour

0.050 linked to the index for 3/H2 Mechanical - Materials: Non-Housing

0.100 Non-Adjustable Element

Total 1.000

- The base date for indices is 30 May 2019
- The indices are those prepared by the Building Cost Information Service (BCIS)

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

- The bonus for meeting key date 1, as further described in X6.1 is **£REDACTED**

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

- Delay damages for Completion of the whole of the *works* are £15,000 per day and is limited to 5% of the total of the Prices

If Option X12 is used

- The *Client* is

Name: London Underground Limited (and its successors, novatees, assigns or transferees)

Address: 55 Broadway, London, United Kingdom, SW1H 0BD

- The *Client's objective* is to provide a co-ordinated series of line upgrades for the Piccadilly, Central, Bakerloo and Waterloo & City lines of the London Underground network, that will form the next generation of line upgrades to increase overall capacity by the renewal of life-expired train systems.

If Option X13 is used

- Save to the extent the Contractor has in place a performance bond pursuant to the General Terms the amount of the performance bond is 10% of the total of the Prices

If Option X18 is used

- The *Contractor's* liability to the *Employer* for indirect or consequential loss is unlimited
- For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is unlimited
- The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is unlimited
- The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than

excluded matters is limited to 100% of the total of the Prices.

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 Volume 2A of the contract documents.

Annex A - LUL Accounting Period Dates

Select Financial Year: **2020-21**

Period 1	Start	Finish
Week 1	01/04/2020	11/04/2020
Week 2	12/04/2020	18/04/2020
Week 3	19/04/2020	25/04/2020
Week 4	26/04/2020	02/05/2020

Period 2	Start	Finish
Week 1	03/05/2020	09/05/2020
Week 2	10/05/2020	16/05/2020
Week 3	17/05/2020	23/05/2020
Week 4	24/05/2020	30/05/2020

Period 3	Start	Finish
Week 1	31/05/2020	06/06/2020
Week 2	07/06/2020	13/06/2020
Week 3	14/06/2020	20/06/2020
Week 4	21/06/2020	27/06/2020

Period 4	Start	Finish
Week 1	28/06/2020	04/07/2020
Week 2	05/07/2020	11/07/2020
Week 3	12/07/2020	18/07/2020
Week 4	19/07/2020	25/07/2020

Period 5	Start	Finish
Week 1	26/07/2020	01/08/2020
Week 2	02/08/2020	08/08/2020
Week 3	09/08/2020	15/08/2020
Week 4	16/08/2020	22/08/2020

Period 6	Start	Finish
Week 1	23/08/2020	29/08/2020
Week 2	30/08/2020	05/09/2020
Week 3	06/09/2020	12/09/2020
Week 4	13/09/2020	19/09/2020

Period 7	Start	Finish
Week 1	20/09/2020	26/09/2020
Week 2	27/09/2020	03/10/2020
Week 3	04/10/2020	10/10/2020
Week 4	11/10/2020	17/10/2020

Period 8	Start	Finish
Week 1	18/10/2020	24/10/2020
Week 2	25/10/2020	31/10/2020
Week 3	01/11/2020	07/11/2020
Week 4	08/11/2020	14/11/2020

Period 9	Start	Finish
Week 1	15/11/2020	21/11/2020
Week 2	22/11/2020	28/11/2020
Week 3	29/11/2020	05/12/2020
Week 4	06/12/2020	12/12/2020

Period 10	Start	Finish
Week 1	13/12/2020	19/12/2020
Week 2	20/12/2020	26/12/2020
Week 3	27/12/2020	02/01/2021
Week 4	03/01/2021	09/01/2021

Period 11	Start	Finish
Week 1	10/01/2021	16/01/2021
Week 2	17/01/2021	23/01/2021
Week 3	24/01/2021	30/01/2021
Week 4	31/01/2021	06/02/2021

Period 12	Start	Finish
Week 1	07/02/2021	13/02/2021
Week 2	14/02/2021	20/02/2021
Week 3	21/02/2021	27/02/2021
Week 4	28/02/2021	06/03/2021

Period 13	Start	Finish
Week 1	07/03/2021	13/03/2021
Week 2	14/03/2021	20/03/2021
Week 3	21/03/2021	27/03/2021
Week 4	28/03/2021	31/03/2021

MAIN OPTION D

CONTRACT DATA

PART 2

Deep Tube Upgrade Programme

OPO CCTV System

Piccadilly Line

CONTRACT DATA

Part Two – Data provided by the *Contractor* for the Works

- The *Contractor* is

Name: Panasonic Marketing Europe Gmbh

Address: Hagenauer Strasse 43, 65203, Wiesbaden, Germany.
- The *fee* percentage is **REDACTED**
- The *working* areas are the Site and TfL provided space for co-location of Contractor and LUL
- The *Contractor's Representative* is

Name: REDACTED

Address: 53 Ullswater Crescent, Coulsdon, Surrey, CR5 2HR

Telephone Number REDACTED
- The key people are
 1. Name REDACTED

Job: Senior Project Manager

handover period 90 calendar days

Responsibilities The overall management of the Project so that the requirements of the Works Information are managed in accordance with the Project programme.

Qualifications:
 - REDACTED

 - REDACTED

Experience

- Subcontract Administration: contract structure, administration and legal responsibilities in the contracting industry; experienced in NEC and EPC form of Contracts;
- CDM 2015 Principle Designer and Principle Contractor Experience;
- Programme analysis – Primavera P6, MSP practitioner
- Define Project / Programme strategy, guidelines and procedures and monitors effective and safe implementation.
- Drive continuous improvement in HSE, Engineering, Project Delivery and Commercial performance across the portfolio of project
- Establish and maintain governance arrangements for the delivery of Projects and Programmes
- Allocate, approve and monitor Project budget, risk registers and performance
- Work with customers senior management to deliver the project in line with expectations
- REDACTED
- REDACTED
- REDACTED

2. Name REDACTED

Job: Engineering Manager

handover period 90 calendar days

Responsibilities The overall management of engineering including resource management, delivery to programme and performance.

Qualifications:

- REDACTED
- REDACTED
- REDACTED
- REDACTED
- REDACTED
- REDACTED

Experience

- REDACTED

REDACTED

- REDACTED
- REDACTED
- REDACTED

- Responsible for leading the delivery of communications systems integration design projects from initial kick-off to issue of final and complete deliverables
- Leads a team of Design Engineers and BIM/CAD Engineers
- Liaison with client to deliver appropriate design solutions
- Manage workflow of design submissions through the Design Office, ensuring design solutions comply with statutory and contract regulations.

- Manage all design deliverables for multi-discipline projects ensuring solutions consider all commercial and programme implications.

- REDACTED

- REDACTED

3. Name REDACTED

Job: Health and Safety Manager

handover period 90 calendar days

Responsibilities To act as the focal point for all H,S & E related issues on the project and to liaise with the Employer's H, S&E representatives

Qualifications:

- REDACTED

- REDACTED

- REDACTED

- REDACTED

- REDACTED

- REDACTED

- REDACTED

- REDACTED

- REDACTED

- REDACTED

- REDACTED

- REDACTED

- REDACTED

- REDACTED

- REDACTED

Experience

- Health and Safety Practitioner with specialties in planning, implementing and maintaining safety management systems

- Create and execute health and safety policies; risk assessments; SSOW; workplace inspections; accident investigations and audits to OHSAS 18001 and ISO 14001;

- Responsible for the health, safety and welfare of all company employees and contractors when working at company premises or on Network Rail / LUL Infrastructure

- Ensures company undertakes all requirements of CDM 2015 regulations

- Provide guidance and advice to the company to ensure compliance with health, safety and environmental legislation, company policies and procedures and clients' standards.

- Undertake inspections, surveys and audits and produce required reports for Senior Management

- Actively promote health, safety and environmental matters in line with the management systems including overall health and safety awareness of staff, contractors and customers as an integral part of their daily activities

- Monitor accident and incident reporting channels and lead resolution of incidents to minimise potential recurrence.

- The following matters will be included in the Risk Register
 1. Damage of ceiling and/or wall tiles while in storage, or during removal or reinstatement
 2. Insufficient equipment space allocations
 3. Damage caused by civils works including penetrating existing fire stopping
 4. Existing station power supplies are overloaded and have no spare capacity

Optional Statements

If a programme is to be identified in the Contract Data

- The Programme identified in the Contract Data is: None
- The *bill of quantities* is: in Schedule 3A of the Implementation Works Terms
- The tendered total of the Prices is:-

£**REDACTED** for Piccadilly Line only (subject to addition of Fee in accordance with Z1.20.1 clause 53.10)

If Option X13 is used and states that the need for a performance bond is dependant on a Dun & Bradstreet credit rating

- The *parent company* of the *Contractor* is Panasonic Europe BV

- **Data for Schedule of Cost Components**

- The listed items of Equipment purchased to work on this contract, with an on cost charge, are

Equipment	time-related charge	per time period
Welfare Vehicles	£REDACTED	week
Genie Lifts	£REDACTED	week

- The rates for special Equipment. If equipment is required it will be charged at cost plus the Fee Percentage.

Equipment	size or capacity	Rate
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- The percentage for Working Areas overheads is REDACTED%
- The hourly rates for Defined Cost of manufacture and fabrication outside the Working Areas are

TABLE REDACTED

The percentage for manufacture and fabrication overheads is REDACTED%

- **Data for both schedules of cost components**
- The hourly rates for Defined Cost of design outside the Working Areas are

TABLE REDACTED

The percentage for design overheads is **REDACTED** %

- The hourly rates for Defined Cost of software design outside the Working Areas are

TABLE REDACTED

Inclusive of design overheads.

- The categories of design employees whose travelling expenses to and from the Working Areas are included as a cost of design of the *works* and Equipment done outside the Working Areas are:
None of the above