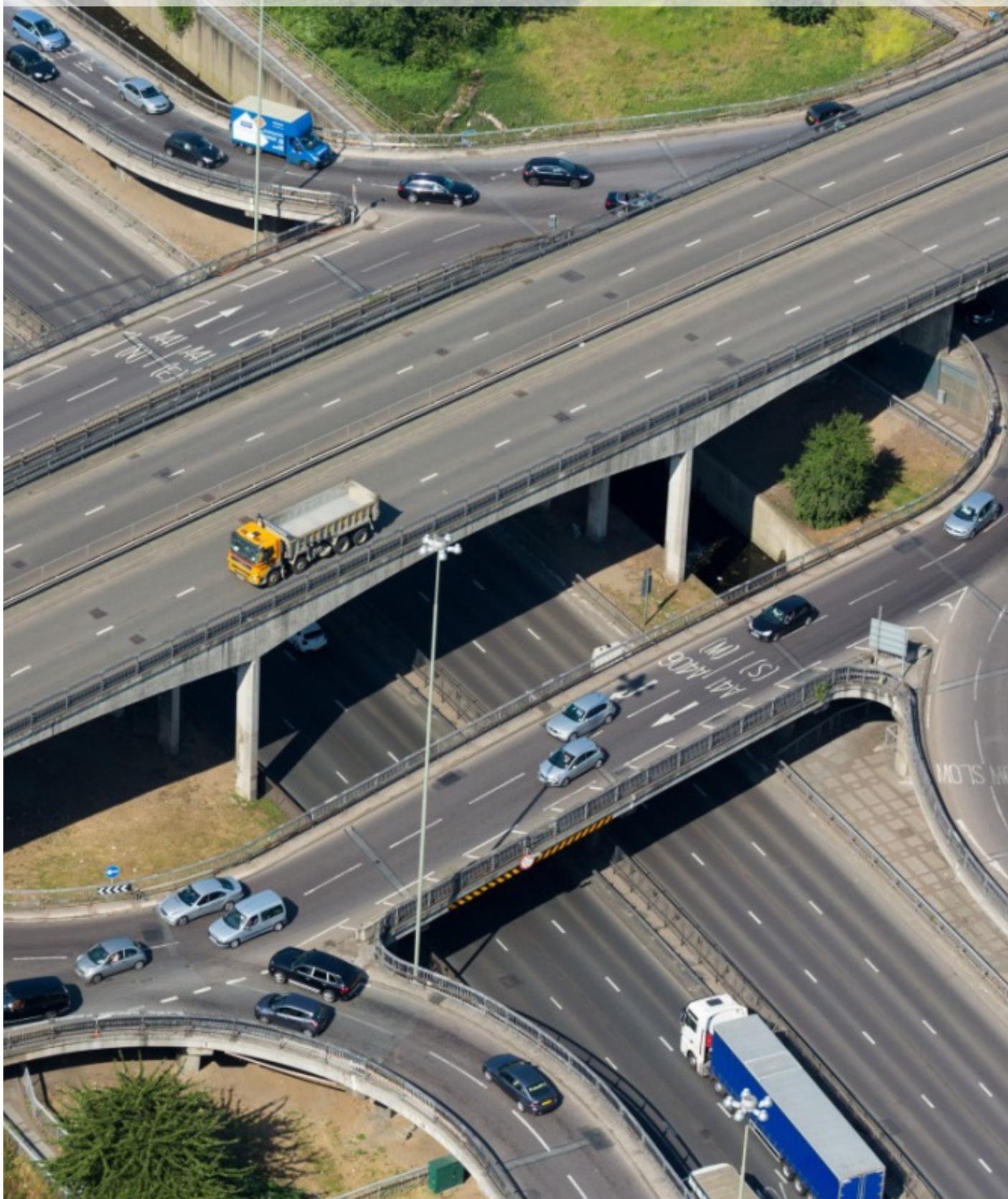


SECTION 3 – FINANCIAL SUBMISSION

Brent Cross Structures Investigation and Management Plan - Financial Submission B (Rev A)

March 2017



Commercial in Confidence

Transport for London
Commercial Surface
Zone 10G6, Palestra
197 Blackfriars Road,
London, SE1 8NJ

Z13316/XX1/230317

27 March 2017

Dear

Framework Ref: PSF 91313
Project Ref: tfl_scp_001144_co001
Brent Cross Structures Investigation and Management Plan - Clarifications

Further to the tender clarifications dated 10/03/17 and 23/03/17, please find our Revision-A tender proposal incorporating the associated clarifications and the Collateral Warranty as requested.

Yours sincerely,

Director
Transport Infrastructure

Offices at: London, Birmingham, Bishop's Stortford, Exeter, Milton Keynes, Wakefield, Warrington, India, Iraq, Ireland, Qatar, Romania, UAE

Pell Frischmann is a trading name of Pell Frischmann Consulting Engineers Ltd and its subsidiaries including Pell Frischmann Consultants Ltd

Registered Office:
5 Manchester Square London W1U 3PD
Pell Frischmann Consulting Engineers Ltd
Registered in England No. 4403030
Pell Frischmann Consultants Ltd
Registered in England No 1777946



FS68994
ISO9001:2008



OHS500940
OHSAS18001:2007



EMS80008
ISO14001:2004



UTILITIES VERIFICATION & ASSESSMENT SCHEME



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for Software Compliance



Form ref: BF026/L

Transport for London
Commercial Surface
Zone 10G6, Palestra
197 Blackfriars Road,
London, SE1 8NJ

Z13316/XX1

9 February 2017

Dear [REDACTED]

Framework Ref: PSF 91313
Project Ref: tfl_scp_001144_co001
Brent Cross Structures Investigation and Management Plan

Thank you for your tender invitation in respect of a proposal offer for the above project. We have pleasure in submitting our tender comprising the Quality Submission 'A' and Financial Submission B, in accordance with the ITT documents. We confirm that the key people identified in our proposal will be committed to delivery of the services in the contract for the duration of the project.

We have put together a fully integrated delivery team, dedicated to the project with plenty of relevant skills and site specific experience of associated structures. These are supported with back-up teams and specialists to provide the resource resilience and skills diversity required for timely delivery of the scope.

For Principal Contractor, we are supported by [REDACTED] to be appointed as subcontractor and under delegated powers for this project. Other subcontractors comprise [REDACTED] for structural investigations and site welfare, [REDACTED] for Asbestos Survey and [REDACTED] for traffic management. We sought 3 quotations for the subcontractors and chose those that offer best value for money to TfL for the project.

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Form ref: BF026/L

Our integrated team have had previous engagement on the project and selected for their knowledge and special suitability. The supply chain subcontractor agreements are already in place and the team can be mobilised rapidly and start planning critical activities from day one.

We are fully aware of the importance of adherence to the project timetable and TfL's integrated approach for delivery of the programme, with due appreciation of TfL's requirements, health and safety, environmental and heritage considerations and the desired approach, in full collaboration with the [REDACTED] and the TfL team.

Our tender proposal will remain open for a period of 3 months and please do not hesitate to contact me if you have any queries or require any clarifications.

Yours sincerely,

[REDACTED]

[REDACTED]

Director
Transport Infrastructure

[REDACTED]

[REDACTED]

[REDACTED]

Contents

- 1 Activity Schedule and Schedule of Rates**
 - 1.1 Pricing Schedule for Part A of the scope
 - 1.2 Schedule of Rates for Part B of the scope
- 2 Insurance Certificates**
- 3 Collateral Warranty**

* This tender is to be regarded as confidential to our Client and it is intended for their use only. Before the contents or any part of it is reproduced or referred to in any document, our written approval as to the form and context of such a publication or disclosure must be obtained.

Revision Record

Tender Ref: Z13316/xx1

Revision	Date	Purpose	Originator	Checked	Approved
0	10/02/2017	Tender	AW/VV	RA/EI	SM
A	27/03/2017	Tender	AW/VV	RA/EI	SM

Prepared for:
Transport for London (TfL)
 Windsor House,
 42-50 Victoria St,
 London,
 SW1H 0TL

Prepared by:
Pell Frischman
 5 Manchester Square
 London
 W1U 3PD

1 Activity Schedule and Schedule of Rates

1.1 Pricing Schedule for Part A of the scope

- [REDACTED] (Structural Investigations and Site Welfare)
- [REDACTED] (Asbestos Surveys)
- [REDACTED] (Traffic Management)

2. In order to provide the best value to TfL, 3 quotations were obtained for the sub-contractor services associated with Structural Investigations, Asbestos Surveys, Traffic Management and Site Welfare. Those, which provided the best values, have been chosen for this submission.

3. Under delegated powers, [REDACTED] will appoint [REDACTED] as the Principal Contractor for this project.

4. [REDACTED]. Traffic Management costs includes some additional nights and assumptions are that night closures will be from 10pm to 5pm, works taking place 11pm to about 4am. Night closures include carriageway closures on the A41 flyover. [REDACTED] previous experience of investigations in the area is being utilised.

1.2 Schedule of Rates for Part B of the scope

Table 2 – Part B of the Scope

Schedule of Rates for the Core Team & Back-up/Support				
Team	Name	Role	Staff Designation/Grade	Rate/day
PF Core Team	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

2 Insurance Certificates

PROFESSIONAL INDEMNITY INSURANCE

We confirm the following details relating to our client's Professional Indemnity Insurance:

Insured: Pell Frischmann Consulting Engineers Limited

Address: 5 Manchester Square
London
W1U 3PD

Lead Insurer(s): Royal & Sun Alliance Insurance plc and a panel of co-insurers

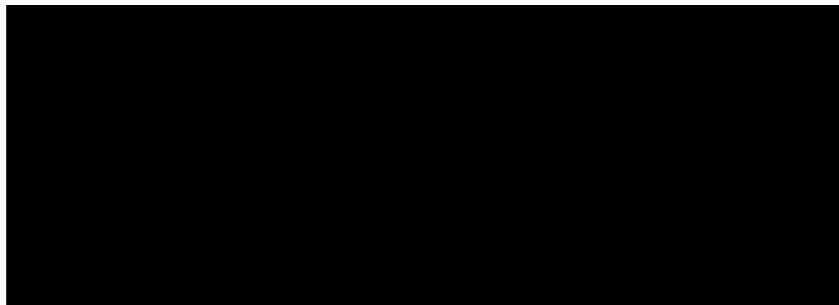
Period of Insurance: 15 May 2016 to 14 May 2017

Policy Number: 15/1/00016

Limit of Indemnity: £5,000,000 any one claim and unlimited in the period of insurance but subject to separate aggregate limits of indemnity for all claims in the period relating to

- asbestos
- pollution or contamination

Signed:



GROUP OFFICES Liverpool London Manchester Glasgow Dublin Guernsey

Date: 17 May 2016

The policy is subject to the insuring agreements, exceptions, exclusions, limitations, conditions and declarations contained therein. The above is accurate at the date of signature. No obligation is imposed herein on the signatory to advise of any alteration.

Griffiths & Armour Professional Risks Ltd is an appointed representative of Griffiths & Armour which is authorised and regulated by the Financial Conduct Authority in the United Kingdom

EMPLOYERS' LIABILITY INSURANCE

We confirm the following details relating to our client's Employers' Liability Insurance

Insured: **Pell Frischmann Consulting Engineers Ltd**

Insurers: **RSA**

Period of insurance: **01 April 2016 to 31 March 2017**

Policy Number: **GANDA 02204**

Limit of indemnity: **Not less than £10,000,000 any one occurrence and unlimited in the Period of Insurance.**

Exclusions: **Offshore work including travelling to and from offshore installations**

[Redacted signature area]

Griffiths & Armour Insurance Brokers Ltd
Drury house
19 Water Street
Liverpool
L2 0RL

Date: 06 April 2016

The policy is subject to policy terms, exclusions, conditions and exceptions contained therein. The above is accurate at the date of signature. No obligation is imposed herein on the signatory to advise of any alteration.

PUBLIC LIABILITY INSURANCE

We confirm the following details relating to our client's Public Liability Insurance

Insured: **Pell Frischmann Consulting Engineers Ltd**

Insurers: **RSA**

Period of insurance: **01 April 2016 to 31 March 2017**

Policy Number: **GANDA 02205**

Limit of indemnity: **Not less than £5,000,000 any one occurrence and unlimited in the Period of Insurance but subject to separate aggregate limits of indemnity for all claims in the period of insurance relating to:**

- **Products Liability**
- **Pollution or contamination**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Griffiths & Armour Insurance Brokers Ltd
Drury house
19 Water Street
Liverpool
L2 0RL

Date: 06 April 2016

The policy is subject to policy terms, exclusions, conditions and exceptions contained therein. The above is accurate at the date of signature. No obligation is imposed herein on the signatory to advise of any alteration.

3 Collateral Warranty

THIS DEED is made on

2017

BETWEEN:

- (1) Transport for London whose registered office is situate at Windsor House, 42-50 Victoria St, London, SW1H 0TL ("the Employer" which expression shall include its successors and assigns);
- (2) Henderson Thomas and Associates whose registered office is situate at Henderson Thomas and Associates, LTD 29 Douglas Street, Carlisle South Lanarkshire, Scotland ML8 5BJ (the "**Subconsultant**") and
- (3) Pell Frischmann whose registered office is situate at 5 Manchester Square London W1U 3PD (the "**Consultant**").

WHEREAS:

- (A) The *Consultant* has entered into a call off contract dated (the "**Contract**") with the *Employer* for the carrying out of certain Consultancy Services at Brent Cross Interchange (the "**services**").
- (B) The Subconsultant has been invited to undertake certain parts of the *services* (the "**design works**") and has entered into a deed of appointment with the *Consultant* (the "**Appointment**") for the *design works*.

NOW IT IS AGREED:

- 1 The following definitions shall apply in this Deed:
 - (a) "Connected Persons" means of any of the Subconsultant's employees, directors, consultants, agents, subcontractors, subconsultants, suppliers, shareholders, professional advisers (including lawyers, auditors, financial advisers, accountants and technical consultants) or underwriters;
 - (b) "Documents" means designs, drawings, models, Model(s), Federated Model(s) (as such terms are defined in the IMM Protocol forming part of the Contract), plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, manuals, instructions (including without limitation operating and maintenance instructions) and any other materials provided by the

Subconsultant inconnection with the design works (whether in existence or to be made);

- (c) "Minimum Records" means all records relating to the Subconsultant's operations, method statements, costs and expenses, subcontracts, claims relating to compensation events and financial arrangements and any document referred to therein or relating thereto and any similar records which the *Employer* may reasonably request;
- (d) "Prohibited Act" means:
 - I. offering or agreeing to give to any servant, employee, officer or agent of the *Employer* or the *Consultant* any grant, gift or consideration of any kind as an inducement or reward for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Appointment or any other contract with the *Employer* or the *Consultant* or for showing or not showing favour or disfavour to any person in relation to the Appointment or any other contract with the *Employer* or the *Consultant*;
 - II. entering into the Appointment or any other contract with the *Employer* or the *Consultant* in connection with which commission has been paid or has been agreed to be paid by the Subconsultant or on his behalf or to his knowledge unless, before the relevant contract or document is entered into, particulars of any such commission and the terms and conditions of any such contract or document for the payment thereof have been disclosed in writing to the *Employer* or the *Consultant*;
 - III. committing any offence under the Prevention of Corruption Acts 1889-1916, under any law or legislation creating offences in respect of fraudulent acts, or at common law in respect of fraudulent acts in relation to the Appointment or any other contract with the *Employer* or the *Consultant*; or
 - IV. defrauding or attempting to defraud the *Employer* or the *Consultant*;
- (e) "TfL Group" means Transport for London ("TfL"), a statutory body set up by the Greater London Authority Act 1999 and all its subsidiaries and their subsidiaries (as defined in section 736 of the Companies Act 1985) from time to time together with Cross London Rail Links Limited (company number 04212657) and reference to any "member of the TfL Group" refers to TfL or any such subsidiary;

2 The Subconsultant warrants and undertakes to the *Employer* that;

- (j) he has exercised and will continue to exercise all the reasonable skill, care and diligence required by the Appointment in the performance of his duties to the *Consultant* under the Appointment; and
- (k) he has complied with and will continue to comply with the terms of the Appointment.

3

3.1 The Subconsultant warrants and undertakes to the *Employer* that to the extent the Subconsultant either is obliged to specify or approve products or materials for use or does so specify or approve, the Subconsultant does not specify or approve any products or materials which are generally known within the construction industry to be deleterious at the time of specification or approval in the particular circumstances in which they are to be used, or those identified as potentially hazardous in or not in conformity with:

- (a) the report entitled "Good Practice in the Selection of Construction Materials" (1997, by Tony Sheehan, Ove Arup & Partners, published by the British Council for Offices and the British Property Federation), or
- (b) relevant International Standards, British Standards or European Standards or Codes of Practice and general good building and engineering practice, or
- (c) any publications of the Building Research Establishment related to the specification of products or materials.

3.2 If in the performance of his duties under the Appointment, the Subconsultant becomes aware that he or any person has specified, approved or used any such products or materials, the Subconsultant immediately notifies the *Employer* in writing. This clause does not create any additional duty for the Subconsultant to inspect or check the work of others which is not required by the Appointment.

4 The Subconsultant further warrants and undertakes to the *Employer* that:

- (a) subject to clause 2(a), the *design works* will on Completion satisfy all performance or output specifications and other requirements contained or referred to in the Appointment;
- (b) he has exercised and will continue to exercise all reasonable skill, care and diligence in the selection of goods and materials for the *design works* in so far as such goods and materials have been or will be selected by or on behalf of the Subconsultant;

- (c) the *design works* will be carried out and completed timeously in accordance with the time constraints set out in the Appointment.
- 5 The Subconsultant warrants and undertakes to the *Employer* that he has maintained and will continue to maintain all insurances required to be maintained pursuant to the terms of the Appointment and that he has professional indemnity insurance with a limit of indemnity of not less than £5 million in respect of each and every claim and in the aggregate which may be made against the Subconsultant in relation to the *design works*. The Subconsultant shall maintain such professional indemnity insurance for a period of 12 years from Completion of the whole of the *services* provided that such insurance remains available at commercially reasonable rates and shall notify the *Employer* forthwith if such insurance ceases to be so available. When deciding whether such insurances are available at commercially reasonable rates, no account shall be taken of any increase in the premium or imposition of terms which arise as a result of the Subconsultant's insurance claims record.
- 6 As and when reasonably requested by the *Employer*, the Subconsultant shall produce for inspection documentary evidence that the insurances referred to in Clause 5 are being properly maintained and that payment has been made of the last premiums due in respect of such insurances.
- 7 To the extent that the intellectual property rights in any and all Documents have not already vested in the *Employer* or the *Consultant*, the Subconsultant grants to the *Employer* an irrevocable, non-exclusive, non-terminable, royalty- free licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the Subconsultant incorporated or referred to in them for all purposes relating to the *services* including without limitation the construction, use, maintenance, repair, alteration, modification, enhancement and demolition of the Works provided always that the Subconsultant shall not be liable for the consequences of any use of the Documents as aforesaid for any other purpose. Such licence shall carry the right to grant sub-licences and shall be freely transferable to third parties without the prior consent of the Subconsultant.
- 8 The Subconsultant agrees:
- (a) on request at any time to give the *Employer* or any persons authorised by the *Employer* access to the material referred to in Clause 7 and at the *Employer's* expense to provide copies of any such material; and
- (b) at the Subconsultant's expense to provide the *Employer* with a set of all such material on Completion of the *design works*.
- 9 If called upon to do so by the *Employer*, the Subconsultant shall provide the

Employer with such information relating to the *design works* as the *Employer* may reasonably require including without limitation copies of and extracts from Documents prepared or provided by the Subconsultant for the purposes of the *services* provided that neither the provision of such information nor any inspection of the *services* by the *Employer* or its agents nor the approval by the *Employer* or its agents of any material shall limit or discharge, or be deemed to limit or discharge the obligations of the Subconsultant under the Appointment or relieve the Subconsultant from any liability which he has in relation to the *design works*.

- 10 The Subconsultant warrants and undertakes to the *Employer* that he shall maintain and retain the Minimum Records for a minimum of twelve (12) years from Completion of the *services* with respect to all matters for which the Subconsultant is responsible under the Appointment. The Subconsultant further warrants and undertakes to the *Employer* that the Appointment contains open-book audit rights in favour of the *Employer* and its authorised representatives and that he shall undertake his obligations and exercise his rights under the Appointment on an open-book basis. The *Employer* and his authorised representatives may from time to time audit on an open-book basis and check and take copies of and extracts from any document or record of the Subconsultant including, without limitation the Minimum Records. The Subconsultant further warrants that it shall promptly provide all reasonable co- operation in relation to any audit or checking including, without limitation, granting access to premises, equipment, systems and senior personnel and making documents available. Without prejudice to the foregoing, the Subconsultant acknowledges and agrees that the *Employer* may audit and check any and all records as are necessary in order to monitor compliance with the Subconsultant's obligations under the Appointment with respect to Prohibited Acts at any time during performance of the Appointment and during the 12 years thereafter.
- 11 The Subconsultant shall provide such assistance to the *Employer* as it may reasonably require in connection with the *design works*.
- 12 In the event that the Contract or the employment of the *Consultant* thereunder is determined for any reason whatsoever including but not limited to the insolvency or winding-up of the *Consultant* (voluntary or otherwise), the Subconsultant shall without allowing any break or intermission to occur in the performance of his duties:
 - (a) continue to observe and carry out his obligations under the Appointment and this Deed;
 - (b) if so required by notice in writing from the *Employer* treat the *Employer* as client under the Appointment to the exclusion of the *Consultant* whereupon all rights and obligations of the *Consultant* under the Appointment shall thereafter be exercisable and performed by the *Employer*; and

- (c) accept and enter into any deeds or other documents as are required to put into legal effect any further novation of the Appointment reasonably required by the *Employer*.
- 13.1 The Subconsultant warrants and undertakes to the *Employer* that he will promptly inform the *Employer* of any default by the *Consultant* under the Appointment and that he will not, without first giving the *Employer* at least 21 days' notice in writing, exercise any right he may have to terminate the Appointment or to treat the same as having been repudiated by the *Consultant* or to suspend performance of his obligations under the Appointment.
- 13.2 The Subconsultant's right to terminate the Appointment or to treat it as having been repudiated or to suspend performance of his obligations thereunder shall cease if within the period of the aforesaid notice and subject to Clause 14 hereof the *Employer* shall have given notice in writing to the Subconsultant requiring the Subconsultant to accept the instructions of the *Employer* or its appointee to the exclusion of the *Consultant* in respect of the carrying out and Completion of the *design works* upon the terms of the Appointment.
- 14 The provisions of Clauses 12 and 13 hereof are conditional upon any notice given by the *Employer* pursuant thereto stating that the *Employer* or its appointee accepts liability for payment of the last unpaid invoice submitted by the Subconsultant. Upon the issue of any such notice by the *Employer*, the Appointment shall continue in full force and effect as if no right of termination on the part of the Subconsultant had arisen and the Subconsultant shall be liable to the *Employer* or its appointee under the Appointment in lieu of its liability to the *Consultant*. If any notice given by the *Employer* under Clauses 12 or 13 requires the Subconsultant to accept the instructions of the *Employer's* appointee, the *Employer* shall be liable to the Subconsultant as guarantor for the payment of all sums from time to time due to the Subconsultant from the *Employer's* appointee. For the avoidance of doubt neither the *Employer* nor his appointee shall be liable for any work carried out prior to the date of the *Employer's* notice.
- 15 The *Consultant* has agreed to be a party to this Deed for the purposes of acknowledging that the Subconsultant shall not be in breach of the Appointment by complying with the obligations imposed on the Subconsultant by Clauses 12 or 13.
- 16 This Deed may be assigned by the *Employer* to any member of the TfL Group without limitation and otherwise to any other person on two occasions without the consent of the Subconsultant being required and the Subconsultant shall do all such acts, deeds and things as may be reasonably necessary to give effect to any such assignment. No further assignment shall be permitted without the consent of the Subconsultant.

- 17 The Subconsultant shall not be entitled to contend that any person to whom this Deed is assigned in accordance with Clause 16 is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed (whenever happening) by reason that such person is an assignee and not a named promisee under this Deed.
- 18 The liability of the Subconsultant under this Deed shall cease 12 years following Completion of the whole of the *services*.
- 19.1 The Subconsultant shall owe no greater obligations to the *Employer* than he owes to the *Consultant* under the Appointment as if, in lieu of this Deed, the *Employer* had been a party to the Appointment as joint employer, provided that the Subconsultant shall not be entitled to set-off or deduct from any sums payable to the *Employer* under this Deed any sums due or claimed as due by the Subconsultant from the *Consultant*.
- 19.2 The Subconsultant shall be entitled in any action or proceedings by the *Employer* to rely on any limitation in the Appointment and to raise the equivalent rights in defence of liability as he would have against the *Consultant* thereunder (but excluding set-offs and counterclaims) as if, in lieu of this Deed, the *Employer* had been a party to the Appointment as joint employer.
- 20 The rights and benefits conferred upon the *Employer* by this Deed are in addition to any other rights and remedies the *Employer* may have against the Subconsultant including without limitation any remedies in negligence.
- 21 The *Consultant* agrees that he will not take any steps which would prevent or hinder the *Employer* from exercising his rights under this Deed and confirms that the rights of the *Employer* in Clauses 12 and 13 override any obligations of the Subconsultant to the *Consultant* under the Appointment.
- 22 Any notice to be given hereunder shall be deemed to be duly given if it is in writing and delivered by hand at or sent by registered post to the registered office or principal place of business in the United Kingdom for the time being of the party to be served and in the case of any such notice sent by registered post shall be deemed to have been received 48 hours after being posted.
- 23 The Subconsultant hereby covenants that if required by the *Employer* it will enter into further deeds of warranty with all and each of such persons who shall acquire or agree to acquire an interest in the whole or any part of the *design works*. Each such deed of warranty shall be in the same form mutatis mutandis as this Deed or in such substantially similar form as may reasonably be required by the *Employer*.
- 24.1 Without limitation to Clause 2 above, the Subconsultant hereby warrants to the *Employer* that:

- (a) except as provided under deeds of warranty required pursuant to the Appointment, it shall not, without the prior written approval of the *Employer*, at any time for any reason disclose to any person or publish or make any statement concerning the Appointment, this Deed or the Works (as defined in the Contract);
- (b) he shall treat all information obtained under, arising from or in connection with the Appointment, this Deed and the Works as confidential, and that other than for the purpose of providing the *design works*, it shall not disclose any information or documents concerning the Appointment to any other person; and
- (c) he shall not, without the prior written consent of the *Employer*, disclose any information obtained by him concerning the *Employer* or the TfL Group to any other person.

24.2 The *Employer* may require as a precondition to the granting of such consent that any such third party provides a confidentiality undertaking in terms satisfactory to the *Employer*.

24.3 Clause 24.1 does not apply to the disclosure of:

- (a) any information which is already in the public domain at the time of its disclosure other than by breach of these provisions,
- (b) any information disclosed by the Subconsultant to any Connected Persons provided that such recipients agree in writing to be bound by the terms of this confidentiality provision; and
- (c) any information which is required to be disclosed by any applicable law or statutory requirement, the regulations of any stock exchange, any taxation authorities or by an order of a court or other tribunal of competent jurisdiction or any relevant regulatory body.

24.4 The Subconsultant shall procure that the Connected Persons comply with the provisions of this Clause 24 and is responsible to the *Employer* for any act or omission of any Connected Person in breach of such obligations.

24.5 The Subconsultant shall notify the *Employer* promptly if the Subconsultant becomes aware of any breach of confidence by a Connected Person and shall give the *Employer* all assistance the *Employer* may reasonably require in connection with any proceedings the *Employer* may bring or other steps the *Employer* may take against that Connected Person or any other person for such breach of confidence.

24.6 The Subconsultant acknowledges that damages would not be an adequate remedy for any breach of this Clause 24 by the Subconsultant and that (without prejudice to all other remedies to which the *Employer* may be entitled to as a matter of law) the *Employer* shall be entitled to any form of

equitable relief to enforce the provisions of this Clause 24.

- 24.7 At the *Employer's* request and in any event upon the termination or expiry of the Appointment, the Subconsultant shall promptly deliver to the *Employer* or destroy as the *Employer* may direct all documents and other materials in the possession, custody or control of the Subconsultant (or the relevant parts of such materials) that bear or incorporate the whole or any part of the confidential information and if instructed by the *Employer* in writing, remove all electronically held confidential information, including the purging of all disk- based confidential information and the reformatting of all disks.
- 25.1 Any dispute or difference arising out of or in connection with this Deed may be referred to adjudication in accordance with Clause 41 of the Framework Agreement which shall be deemed to be included in this Deed as if they were recited herein in full (with the necessary changes).
- 25.2 The Adjudicator's decision shall be binding on the parties until the dispute or difference is finally determined by the Courts in accordance with Clause 25.3.
- 25.3 The Courts of England and Wales shall have jurisdiction over any dispute or difference arising out of or in connection with this Deed. The law of England and Wales shall be the proper law of this Deed.
- 26 Nothing in this Deed confers or is intended to confer on any third party any benefit or the right to enforce any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

Transport for London

Surface Transport

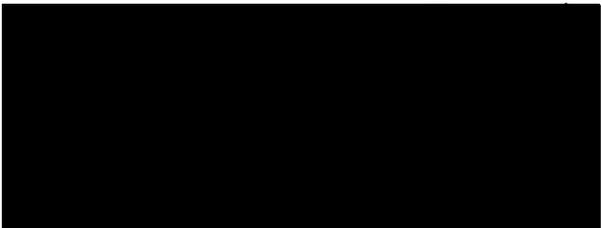
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IN WITNESS whereof this Deed has been executed and unconditionally delivered as a Deed by the parties the day and year first above written.

THE COMMON/CORPORATE SEAL of
TRANSPORT FOR LONDON

6013

[EMPLOYER]



was affixed to THIS DEED

in the presence of:

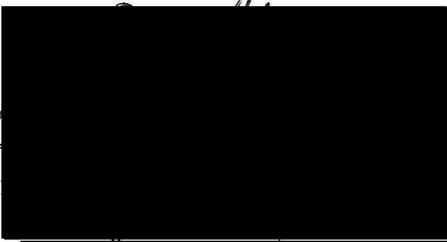


Authorised Signatory _____

~~Signature of Director/Secretary~~

~~Print name of Director/Secretary~~

[EXECUTED AND DELIVERED
AS A DEED by
Henderson Thomas Associates
Limited
[THE SUBCONSULTANT] acting by:

Signature of Director 

Print name of Director

Signature of Director: 

Print name of Director: 

**EXECUTED AND DELIVERED AS A DEED by
Pell Frischmann Consulting Engineers Limited
acting by:**

Signature of Director



Print name of Director



Signature of Director/Secretary



Print name of Director/Secretary:

