

Professional Services Framework

Call-Off Contract for
Major Assets Renewal Programme (MARP) – Brent
Cross Structures
Pathway Stage 2 – Feasibility Study

tfl_scp_001845

Arcadis Consulting (UK) Limited

Agreement Reference Number: PSFW2 94203

ATTACHMENT 1 - SCHEDULE 7A
(Form of Agreement - Long Form Call-Off Contract)

FORM OF AGREEMENT

Call-Off Contract Number: tfl_scp_001845

Lot: B14

Outline Agreement: 4600008543

THIS AGREEMENT is made the day of **September 2021**

BETWEEN:

- (1) **Transport for London** whose registered office is at 5 Endeavour Square, Stratford, London E20 1JN (“the *Employer*” which expression shall include its successors in title and assigns); and
- (2) **Arcadis Consulting UK Limited** whose registered office is at **80 Fenchurch Street, London, EC3M 4BY** (“the *Consultant*”).

WHEREAS:

- (A) This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of TfL PSF2 94203 – Engineering Consultancy Services dated 04 January 2021 (“the Framework Agreement”).
- (B) The *Employer* wishes to have provided the Brent Cross Structures Feasibility Study (“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* (in the form of the Long Form as set out in Schedule 2A of the Framework).

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 Schedule 1 and 7c of the Framework Agreement;
- Any other contract documents including the Arcadis Quality response and Arcadis Financial response.

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* as amended by the Addendum to Schedule 2A of the Framework Agreement;

5.1.3 Third : The Scope and any other documents included in this contract.

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

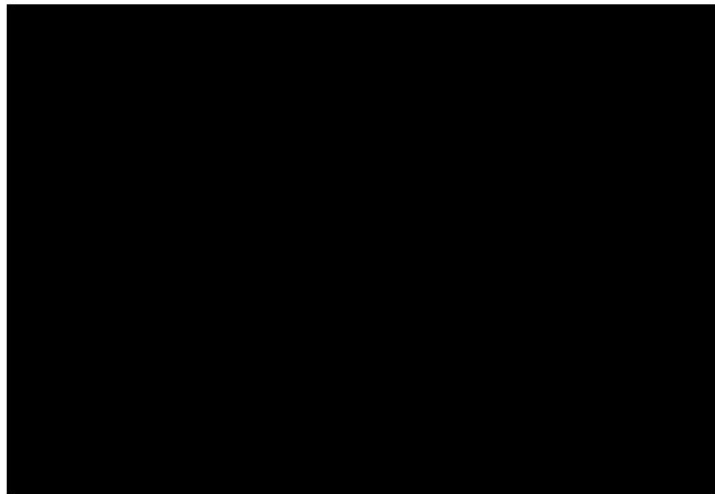
6.1 the limitation period within which any claim may be brought by the *Employer* for breach of this Agreement by the *Consultant* is 12 years from the date of breach; and

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.

Signed by
for and on behalf of
the *Employer*

Signed by
for and on behalf of
the *Consultant*



Proforma Call-Off Contract Data

2.0 - 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 **Option E** and **Secondary Options X2, X9, X10 and X18**, each as may be amended or supplemented by the Transport for London Professional Services Framework Agreement).
- The *Employer* is
Name **Transport for London**
.....
Address **Palestra, 197 Blackfriars Road.**
.....
..... **London, SE1 8NJ.**
.....
- The *Employer's Agent* is
Name [REDACTED]
.....
Address **Palestra, 197 Blackfriars Road**
..... **London, SE1 8NJ.**
.....
.....
.....
.....
- The authority of the *Employer's Agent* is
as set out in Option X10
- The *services* are
.....
Brent Cross Structures Feasibility Study.
.....
.....
- The Scope is in
Scope for MARP – Brent Cross Structures Feasibility Study
.....
- 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
None.

2 The Parties' main responsibilities

- The *Employer* provides access to the following persons, places and things
access to **N/A** access date **N/A.**

3 Time

- The *starting date* is **13 September 2021**
.....

4 Quality

- The *Consultant* submits revised programmes at intervals no longer than **4 weeks**
- The quality policy statement and quality plan are provided within **6 weeks** of the Contract Date
- 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 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 services in connection with works of a similar size, scope and complexity to the Works (professional indemnity insurance)	<p>..... pounds) or as stated below</p> <p>..... for each and every claim</p>	Six 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>	<p>..... pounds) for Post Tensioning Special Inspections work</p> <p>.....</p>	<p>.....</p>

limited to 50% of the forecast of the total of the prices at completion.

The Principal Contractor as defined in the CDM 2015 Regulations is:

Name F M Conway Limited

Address Conway House, Vestry Rd, Sevenoaks

TN14 5EL

The Principal Designer as defined in the CDM 2015

Regulations is:

Name Arcadis Consulting (UK) Limited Address 80

Fenchurch Street, London EC3M 4BY

3.0 - CALL OFF CONTRACT DATA PART TWO

Data provided by the *Consultant*

Statements given in all contracts

- The *Consultant* is **ARCADIS CONSULTING (UK) LTD**
Name [REDACTED]
Address **80 Fenchurch Street, London, EC3M 4BY**

- The *key persons* are

(1) Name [REDACTED]
Job **Project Manager**
Responsibilities **Leading the project team**
Qualifications **See CV1**
Experience **See CV1**

(2) Name [REDACTED]
Job **Structures Engineering Lead**
Responsibilities **Leading structural inspections and engineering delivery**
Qualifications **See CV2**
Experience **See CV2**

The *staff rates* are the **schedule of rates within the submitted Pricing Schedule, entitled, “tfl_scp_001845_Arcadis_financial_information”**

- The following matters will be included in the Risk Register
See Risk Register

Optional statements

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is
.

If the *Consultant* requires additional access

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

access to	access date
Bridgestation and all available existing information in relation to the bridge and civil structures defined in the Scope.	TBC

ANNEX A1 - ADDENDUM TO SCHEDULE 2A OF THE ENGINEERING CONSULTANCY SERVICES FRAMEWORK (PSF2 94203)

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

In **clause 83.6**, after “in respect of their design” insert “and any professional advice”.

**TRANSPORT for LONDON – COMMERCIAL
SURFACE TRANSPORT**

**Major Asset Renewals Programme (MARP)
- Brent Cross Structures Feasibility Study**

Arcadis Quality Response

Project Reference Number: tfl_scp_001845



TfL Lot B14 Bridges and Structures

Major Asset Renewals Programme
(MARF) - Brent Cross Structures
Feasibility Study

9 July 2021



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1

Organisational structure, key people and key sub-contractors



Stakeholder

Appendix B provides an illustration of our wider stakeholder mapping that will form the basis of our Stakeholder Liaison Plan (D39)

Our Integrated Delivery Team

We bring together the combined capabilities of Arcadis, FM Conway and HTA, providing a strong team with knowledge specific to Brent Cross and in-depth experience delivering similar investigations and feasibility studies.

Major Asset Renewals Programme (MARP) - Brent Cross Structures Feasibility Study

Q1 Organisational structure, key people and key sub-contractors



Table of Key Brent Cross Stakeholders:

Delivery Stakeholders

- London Borough of Brent
- London Borough of Barnet
- Highways England (M1 access)
- TfL STTOC
- Transport Operators/Road User Groups
- Bus Operators/London Buses
- LUL (Brent Cross Tube Station)
- NR (Thameslink Barnet Station)
- FTA/Road Haulage Association
- AA/RAC
- Taxis/Private Hire
- Emergency Services

Commercial/Business Stakeholders

- Brent Cross Shopping Centre
- Brent South Shopping Park
- Tesco Superstore
- Royal Mail (night deliveries)
- Business Park (Prince Charles Drive)
- Wembley Stadium (Events traffic)
- Holiday Inn Brent Cross

Local Community

- Mapledown School and Whitefield School
- The Cottage (residential development)
- Hendon Gymnastics Club
- Places of Worship
- Local Residents and businesses

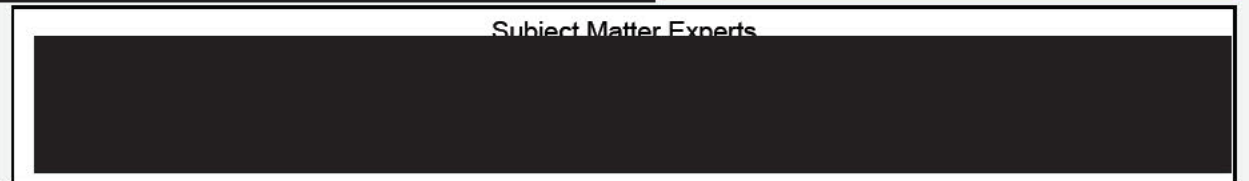
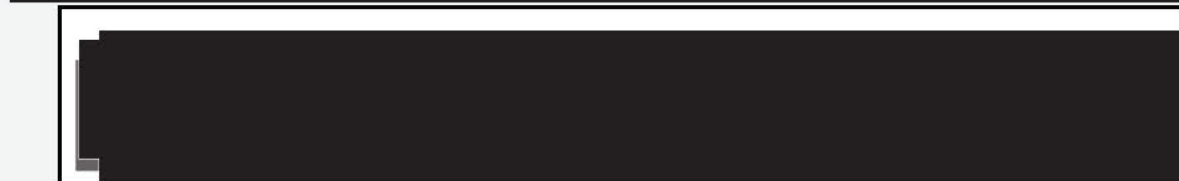
Utilities

- Thames Water (effluent consent)
- Other affected utilities

Environment

- Environment Agency (River Brent consents)

Subject Matter Experts



Arcadis Organisational Capabilities



Arcadis has a proven track record working in collaboration with TfL across a diverse range of projects and workstreams with a detailed understanding of TfL's strategic priorities, challenges, design gateways and operating procedures. We will provide optimal option solutions for Brent Cross building upon delivery of similar feasibility studies and structure management strategies such as Rochester Bridge Refurbishment and M32 Eastville Viaduct value management.

Conway Organisational Capabilities



FM Conway has detailed understanding of London's unique construction environment, local stakeholders and complex highway network gained from their successful delivery of the London Highways Alliance (LoHAC) for the past eight years. FM Conway will bring invaluable local knowledge of the Brent Cross structures, understanding of access constraints and provide traffic management solution minimising disruptions to stakeholders, network and road users.

HTA Organisational Capabilities



Henderson Thomas Associates (HTA) has strong capabilities in PTSIs and special investigations, having recently completed A40 Westway PTISI and significant structural inspections on TfL's network in North West London. HTA bring an innovative, intelligence-based approach to PTSIs, using non-destructive testing (NDT) alongside ground penetrating radar (GPR) surveys to accurately locate and understand the profile of bridge tendons greatly increases efficiency on-site while limiting structural vibration, noise and dust.

Key: ■ Project Key Person ■ Project core delivery team ■ Client

Project Experience

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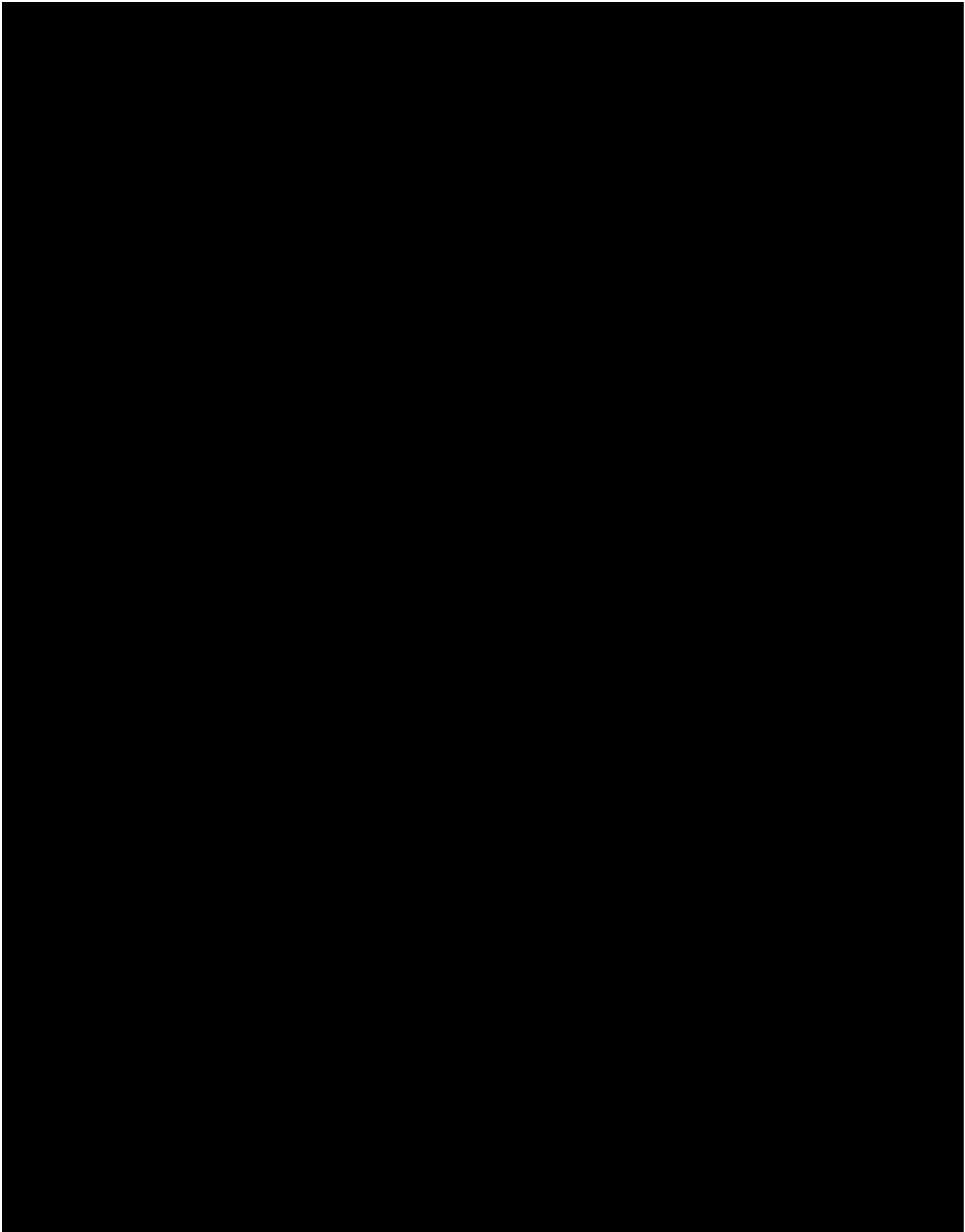
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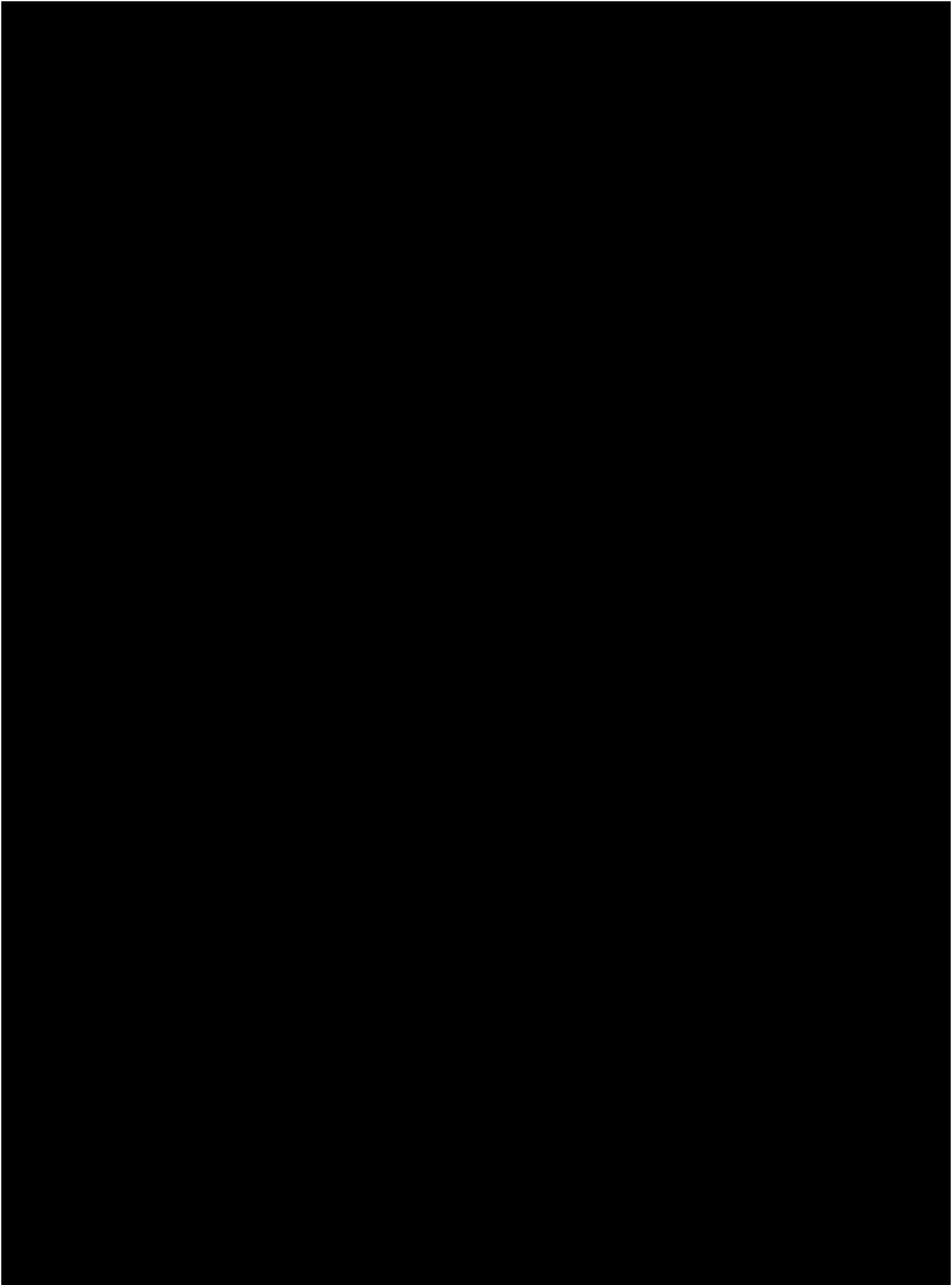
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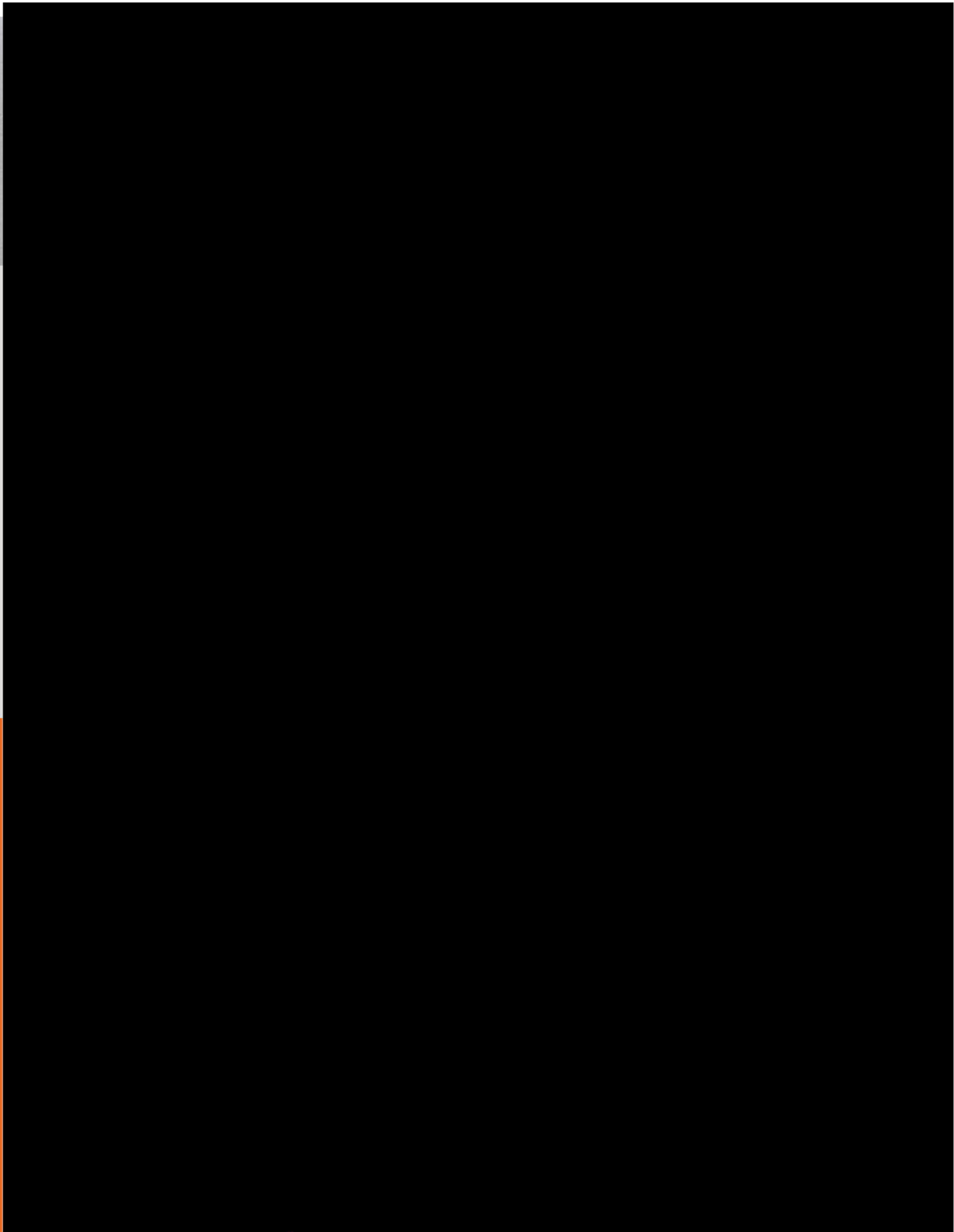
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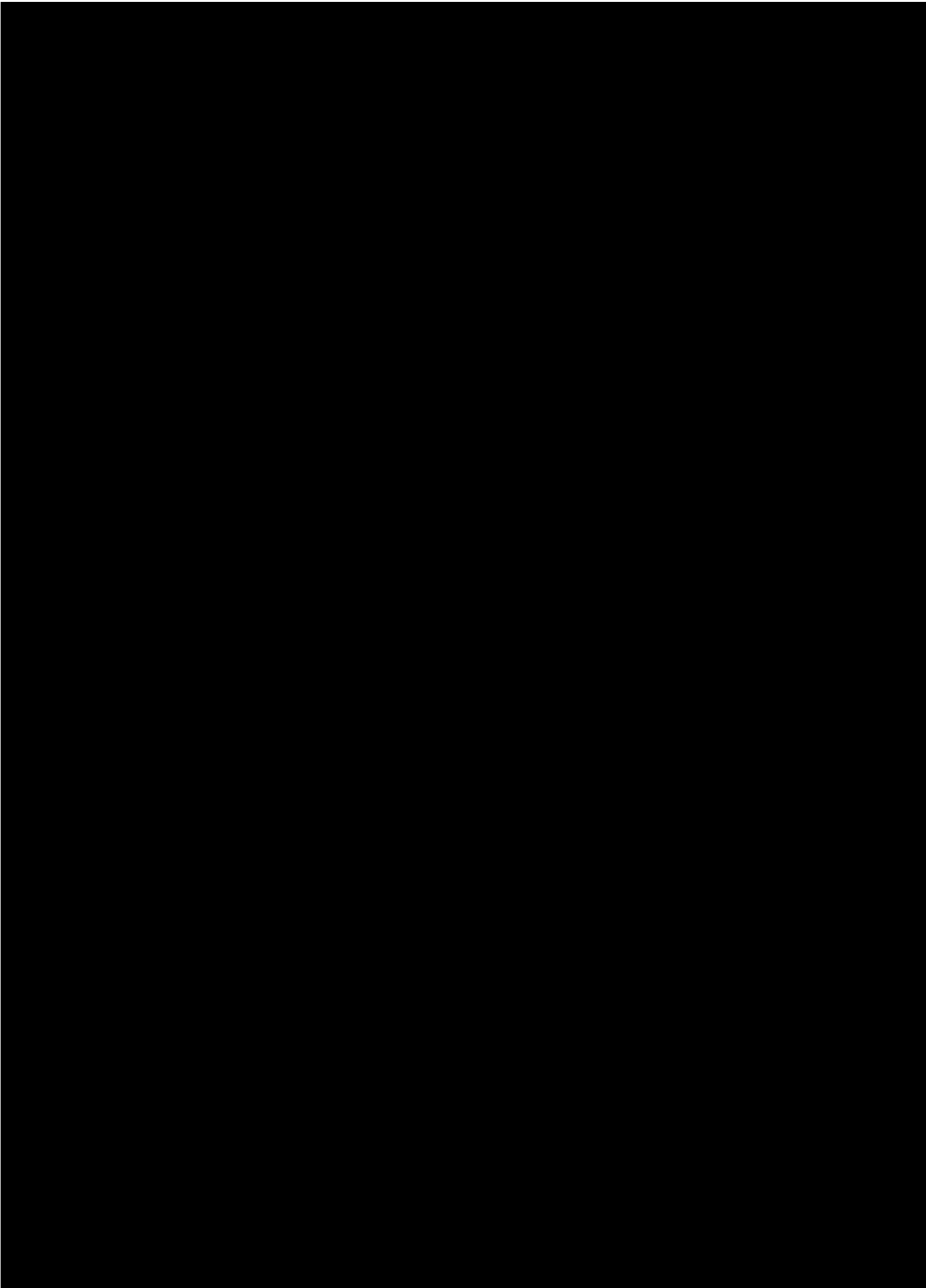
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