

## PROPOSAL

**Project:** BBC Big Weekend 2017, Burton Constable

**Date:** 2<sup>nd</sup> May 2017

**Services:** Dilapidation Surveys

**LTP Ref:** 2693/002/NW

**Client:** Hull 2017

**LTP Contact:**

Nigel Wilson (Technical Director)

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### INTRODUCTION

Further to recent discussions (Clay/Wilson), Local Transport Projects Ltd (LTP) are pleased to provide our proposal for undertaking a dilapidation survey for the authorised vehicle routes identified in the Big Weekend Traffic Management Plan (v4).

We have considerable experience of undertaking similar surveys within the ERYC area and are able to undertake the work within the required timescales immediately prior to and following the event.

As discussed, we propose to undertake the dilapidation survey using a high-quality video survey of the route from which we will record the existing highway conditions and defects that can be reasonably identified using this form of data collection. However, it should be noted that other methods (e.g. direct visual inspection using a site walkover) would provide a higher level of detail and consequently help reduce the risk of post event defects being attributed to event traffic.

We trust our proposal reflects your requirements and look forward to continuing to support Hull 2017 on the Big Weekend project. However, we would be pleased to discuss with you further and provide any further information or clarification if required.

### PROPOSED METHODOLOGY

- **Scope of survey** - Dilapidation survey of the proposed authorised vehicle routes for the Radio 1 Big Weekend. The “before” survey will form the baseline of the “after” survey to be undertaken following the Big Weekend event. The roads to be included within the survey have a total length of 8.1 miles and are indicated below:

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## Radio 1 Big Weekend: Proposed scope of Dilapidation Survey



- The Area Highway Engineer will be invited to attend the survey;
- A video recording of the route will be undertaken in both directions and a commentary note produced describing, where identifiable, the following highway defects.
  - Rutting;
  - Cracking of surface;
  - Cracking of surface;
  - Significant failures to carriageway; and,
  - Disintegration of edge of carriageway, including verge over-run.
- The commentary note will identify the foregoing defects/issues by video time-code.
- On completion of the “after” survey the results will be compared with the “before” survey to determine if the highway condition has deteriorated following the Big Weekend event.
- The commentary note will be updated with the findings of the survey comparison.

### PROPOSED TIMESCALE

Our proposed timescales for undertake the surveys are as follows:

- Before survey – week commencing 15<sup>th</sup> May 2017
- After survey – week commencing 29<sup>th</sup> May 2017

We would be pleased to discuss and agree the details of this proposed programme on commencement of the commission.

## PROPOSED FEES

Our proposed fees for the tasks/activities described in the methodology are **£1,950.00**. These fees exclude VAT, include all reasonable travel expenses and disbursements, and are offered subject to our attached standard terms and conditions.

In the event that we are required to undertake activities outside of the agreed scope of work we would seek confirmation of arrangements prior to proceeding.

## EXCLUSIONS

This fee quotation does not include for any significant additional work above those elements outlined in the methodology. However, as promised in our **LTP GUARANTEE**, we will always avoid charging for additional work for small tasks. Please note that the above quotation does not include for:

- Structural assessment of highway condition including any culverts or bridges on the route;
- Condition or structural assessment of any sub-surface highway features such as drainage, ducting and services;
- Discussion/negotiation with the highway authority regarding identified post event highway defects; and,
- Identification, design or construction supervision of repair or improvement works to address post event highway defects.

## PROJECT TEAM

The work would be carried out directly by our two company Directors, Tony Kirby (MSc IEng FIHE MCIHT) or Andy Mayo (BA(Hons) MSc FIHE CMILT MCIHT), with assistance from our team of qualified professionals. The following staff will assist with different aspects of the commission:

- Nigel Wilson CEng FICE MCIHT FIHE – Technical Director
- Traffic/Highway Engineering:
  - Karl Wigglesworth BEng(Hons) FIHE – Principal Engineer
  - Aimee Dunne MEng BA(Hons) GIPENZ – Senior Engineer
  - Ryan Penn BA(Hons) MCIHT MIHE – Senior Consultant
  - Colin Whisker HNC MCIHT MIHE – Senior Engineer
  - Tom England BA(Hons) AMIHE – Engineer

Both company Directors would be able to discuss the progress of the project with you at all times. The above fee structure and suggested approach represents our interpretation of your requirements. We would be happy to revise the quote and format of the work if this would better suit your needs.

Thank you for the opportunity to provide a quote for this work. I hope that the above proposal is acceptable and I look forward to hearing from you shortly.

## LTP GUARANTEE

We always look to be as competitive as possible with our pricing, but we also know the importance of providing a service that will return the best results for our clients. We feel that the service we provide sets us apart from others, so the promises in our **LTP GUARANTEE** are assured for every project:

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We always spend time on site, so that we fully understand the current local situation and ensure that our assessments are accurate, with the only exception being explicitly desktop only reports.

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We always avoid charging for additional work wherever possible, so where an extra task will only take us a couple of hours we will undertake it as part of our quoted fee.

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We always aim to minimise your costs at every stage, whether it be negotiating to reduce the level of assessment required at the planning stage, or presenting a case to avoid longer-term commitments.

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You will always be able to contact project staff to discuss your site, with one of our two company directors directly involved in every project and accessible via their personal mobile phones and email.

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We offer a service that spans the whole life of a project, so we can appraise sites at the feasibility stage, we can undertake all of the necessary assessments to support a planning application, and we can also help discharge planning conditions with our highway design and travel planning teams. This expertise helps us foresee potential future issues and provides you with valuable advice throughout your project.

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We never add-on management or administrative fees for sub-contractor services, such as traffic survey companies. We will pass on any third party fees at cost. We are always transparent about any third party costs and we will seek your approval before incurring any such costs.

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We have an open office policy, so please feel free to drop-by and visit us to discuss your project at any stage.

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We invest in our staff and you can be sure that those working on the project will be competent and qualified to carry out each task. All of our staff are members of relevant professional bodies.

## LOCAL TRANSPORT PROJECTS LTD TERMS AND CONDITIONS

- The conditions shall, in general, be the Association of Consulting Engineers Conditions of Engagement 2009 and including one of the following agreements, whichever is the most appropriate as stated in the letter of acceptance of appointment.  
**ACE Agreement 1** : Design  
**ACE Agreement 2** : Advisory, Investigatory, and Other Services  
**ACE Agreement 3** : Design and Construct  
**ACE Agreement 4** : Sub-Consultancy  
**ACE Agreement 7** : Expert Witness (Firm)
- The following gives a brief outline of extracts from the Conditions of Engagement and also details the method of charging. Copies of the Association of Consulting Engineers Conditions of Engagement 2009 may be examined or copies obtained from the Office of LTP Ltd.  
In the event of any conflict in wording between the ACE 2009 Conditions of Engagement and this Conditions of Engagement, this Conditions of Engagement will prevail.  
**OBLIGATIONS OF THE CONSULTING ENGINEER**
  - Care and diligence** The Consulting Engineer shall exercise reasonable skill care and diligence in the discharge of the services and duties agreed to be performed by him. The Consulting Engineer may recommend that specialist suppliers and/or Contractors should design and execute certain part or parts of the Works in which circumstances the Consulting Engineer shall be relieved of all responsibility for the design, manufacture, installation and performance of any such part or parts of the works.
  - Period of liability** The period of liability will be one year from the date of completion of the works in which the Consulting Engineer is involved.
  - Specification of Materials** The Consulting Engineer will use reasonable skill care and diligence to specify materials in accordance with the guidelines contained in the edition of the publication "Good Practice in selection of Construction Materials" (Ove Arup & Partners) current at the date of the specification.
  - Services provided** The services to be provided by the Consulting Engineer shall for each Agreement be as listed in the letter of acceptance of appointment.**OBLIGATIONS OF THE CLIENT**
  - Information to be supplied to the Consulting Engineer** The Purchaser shall supply Local Transport Projects Ltd with the information necessary to perform the Contract. Local Transport Projects Ltd shall be entitled to rely on such information as true and correct.  
The Purchaser shall supply Local Transport Projects Ltd with all relevant data and information and give assistance as reasonably required by Local Transport Projects Ltd in their fulfilment of the contract. The Purchaser shall give prompt decisions on matters properly referred back so as not to delay work carried out under the contract.
  - Payment for services** Prices and rates are net and exclude Value Added Tax which shall be added to the Contract Price at the rate prevailing at the date of the invoice. Payment terms are one hundred percent of the Contract Price for completion of the work undertaken under the Contract. Payment shall be made within 30 days from the issue of Local Transport Projects Ltd invoice. If the payment of any sum under the Contract is delayed beyond its due date, Local Transport Projects Ltd reserves the right to charge interest at the rate of eight per cent above the Bank of England base rate per day, for each day of the period of delay. Local Transport Projects Ltd also reserve the right to claim debt recovery costs, in line with the statutory entitlement of £40 on debts of under £1000, £70 on debts between £1000-£10,000, and £100 on debts over £10,000. If any payment is overdue Local Transport Projects Ltd may suspend delivery services. Should any payment under the Contract be overdue by more than 60 days, then Local Transport Projects Ltd shall be entitled to treat such delay as a material breach by the Purchaser and may terminate the Contract with immediate effect by giving written notice to the Purchaser. All outputs from Local Transport Projects Ltd related to the Contract remain sole property of Local Transport Projects Ltd and may not be submitted to any third party until payment has been received in full.
- Disbursements** The Consulting Engineer shall be reimbursed in respect of all disbursements in accordance with the Association of Consulting Engineers Conditions of Engagement 2009. These include items such as travelling, hotel expenses, advertising and reproduction of documents.
- Exclusions** Unless specifically indicated otherwise for individual projects Local Transport Projects Ltd will not be concerned and accept no liability for asbestos, asbestos products or mould.
- Contracts (Rights of Third Parties) Act 1999** For the avoidance of doubt, the parties confirm that these conditions of engagement shall not and the parties do not intend that these conditions of engagement shall confer on any party any rights to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
- The Appointment of Local Transport Projects Ltd shall be governed by and construed in all respects in accordance with the laws of England and Wales and each party submits to the exclusive jurisdiction of the Courts of England and Wales.
- Intellectual Property Rights** Both parties shall keep confidential and not use nor disclose to any third party (save for the purpose of the Contract and then only in confidence) any document, know-how, software or other information supplied by the other party. All intellectual property rights in any designs, software or other item supplied shall remain vested in Local Transport Projects Ltd or its licensor. Copyright in any information supplied by the Purchaser for the purposes of the Contract shall remain vested in the purchaser. The rights to all intellectual property arising from the Contract shall vest in Local Transport Projects Ltd. The Purchaser warrants that any design or instruction given by it shall not infringe any intellectual property rights existing at the date of the Contract.
- Termination** If the Purchaser
  - Materially breaches the Contract;
  - Is subject to bankruptcy or liquidation;
  - Has a receiver or administrator appointed;
  - Is subject to a voluntary or involuntary arrangement;
  - Sets up meeting with creditors or managers or carries out or is affected by any similar action which means the Purchaser may be unable to pay its debts; or
  - Is subject to a change of control which Local Transport Projects Ltd considers acting reasonably is or could be detrimental to its business.Then Local Transport Projects Ltd may terminate the Contract by written notice with immediate effect and shall be entitled to payment for work completed or in progress.
- Acceptance of this quotation confirms acceptance of the above terms and conditions.