



Document Management Sheet – Minutes of BBS Contract Meeting

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tie Limited

Notes of Meeting: **Infraco Contract**

Bidder: **BBS**

Date: **11th June 2007**

Venue: **MacAdam Room, Citypoint**

In attendance: Scott McFadzen – BBS
 Tom Murray – BBS
 Gary Dalton – BBS
 Steven Wright – BBS
 Bob Dawson – **tie**
 Campbell Skinner – **tie**

CC: Alastair Richards - TEL

Item	Comments	Action
	Clause 22 – BBS will accept if sufficient quality of information provided. Clarification on MUDFA scope required. SDS should be able to provide adequate off street information. May be issues with limited information for on street info. Agree with BBS info available and whether further pricing of scope required.	BBS / tie
	Clause 32.2 – BBS to check why “TEL’s bus operations” taken out. Suggested that it may read better if clause reads “all bus operators” to include others.	BBS
	Clause 32.3 – BBS expects all approvals and consents in place at novation of SDS. Update on what stage approval process is at required. Details of sheriff court procedure times required. Clarification on when pole option would be considered. Possible mitigation solution is to put in pole bases as well. BBS to clarify where they believe it is not possible to use poles for next meeting. tie to obtain schedule of current position on consent and approvals. May change. BBS consider too onerous at this time.	BBS / tie
	Clause 41.1 – Wording requires to be changed to ensure tie Representative present and payment.	BBS / tie
	Clause 41.4 – Definition of milestone completion discussed. BBS to prepare detailed milestone schedule to enable their mark up of various percentages to be omitted. Detailed milestone schedule requires supporting information showing what should be in milestone claimed.	BBS
	Clause 66 – No changes on this clause.	

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	Clause 67.1 – Mark up not acceptable. As discussed under Clause 41.4 above. Revised milestones required with supporting information showing what should be in milestone claimed.	BBS
	Clause 67.1.1 – Critical milestones cannot be omitted. BBS want to have critical milestones that are achievable. Further consideration required.	BBS / tie
	Clause 67.1.3 – Schedule 3 should read 38. Should not read as if the period of submitting application is confined to a three day period. BBS want to be in a position to submit early if they want, knowing that they will not get paid until end of period. BBS wish to add in “no later than three Business days after the end of the reporting period.	
	Clause 67.2 – The intention is not a 10% retention throughout, it is a “plateau” and there will be no retention until project is 90% complete, the remaining 10% would be withheld until milestones are completed as detailed in Clause 67.3. Adjusting to be 5% cash and with 5% retention bond released in accordance with Clause 67.3. BBS to consider and remodel financial profile.	BBS
	Clause 67.4 – the change proposed by BBS to “progressed” is not adequate. Milestone requirements as Clause 67.1 above are required.	BBS
	Clause 46 1 – Needs to be changed as the Operator is not part of the agreement. The 20 Business Days can not be omitted without some limitation on time. 20 Business Days needs to be reinstated unless another number is agreed.	
	Clause 46.3 – Add in “prior written notice of 5 Business Days” before tie instructs others to carry out the work.	tie
	Clause 46.5 – Clause requires to be kept in, cannot be removed as issue of a certificate will not relieve Infraco of liability of any more defects if they arise. However time limitation may be required to be considered.	
	Clause 63 – Protestor Action definition discussed. Considered where applicable that it is a relief event. BSS will need to reconsider this. Insurance will need to be checked. BBS concerns are over damaged caused and if covered by other insurance. Delay will be covered by Relief Event. Cost of delay at present is not covered and remains the Infraco risk. BSS will accept risks if similar to engineering forms of contract.	BBS / tie
	Clause 64 – In principle the wording proposed is acceptable, just requires slight alteration. 20 Business Days to respond is agreed as any items that may be a Relief Event will be incorporated into a period report and will be dealt with at this time.	BBS / tie
	Clause 64.3 – 20 Business Days agreed.	
	Clause 64.4 – tie to check if required as refers to maintenance.	TEL
	Clause 64.7.1 – requires to be reinstated.	
	Clause 64.7.1.1 – Concurrent delay needs to be reviewed.	tie
	Clause 64.7.2 – The wording change is agreed.	

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	Clause 64.7.3 – Will be linked to others so amendments not acceptable as they stand.	BBS / tie
	Clause 64.8 – Cannot be deleted, amend wording without omitting any clauses.	BBS / tie
	Clause 65 – refer to definitions as noted under Compensation Event on Page 226 and Page 227.	
	Compensation Event (a) Breach by tie – This is not acceptable to tie. Previous wording needs reinstated.	BBS
	Compensation Event (b) Discovery of unexploded ordnance – No changes.	
	Compensation Event (c) Failure of tie to give possession – Needs to be considered.	BBS
	Compensation Event (d) Discretion to temporary stop up streets – Needs to be added back in.	
	Compensation Event (e) Execution of any Utilities – No changes.	
	Compensation Events (f) Instructions to which Clause 34.3 applies – Changes agreed.	
	Compensation Event (g) Incompleteness of Background Information – tie to check. Must be looked at in conjunction with Clause 7.9.	tie
	Compensation Event (h) Failure by tie to obtain Land Consents – similar to event (c).	tie
	Compensation Event (i) Any action by Planning Supervisor or Principal Contractor to which Clause 49.4 applies – BBS are responding to clause 50.4. Check to see if required as this appears unlikely. Change by BBS refers to clause 49.4 which should be clause 50.4. Also Planning Supervisor should be CDM Co-ordinator.	tie
	Compensation Event (j) Protestor Action – As discussed earlier.	
	Compensation Event (k) Power failure or bursting pipes – Not normally Compensation Event. tie asked BBS to reconsider.	
	Compensation Event (l) Failure by Utility – Not normally Compensation Event as provider. Relief Event only	
	Compensation Event (m) Discovery of fossils – This is not a Compensation Event. Would be subject of tie Change under Clause 39.4.	
	Compensation Event (n) Discovery of human remains – Similar to fossils and should be subject to tie Change.	
	Compensation Event (o) Operator Event – TEL / tie to consider.	TEL / tie
	Compensation Event (p) Vandalism – This is not a Compensation Event. BBS to reconsider.	BBS

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	Compensation Event (q) Building Fixing Agreements – This is tied in to the earlier clause.	
	Compensation Event (r) Repairs notice under Building Fixing Agreement – This is not a Compensation Event. This will be subject of a tie Change.	
	Compensation events not specifically noted – discharge into gullies may cost £25-£40 per individual gullies. Needs to be priced. Clarity required from CEC. Not a Compensation Event.	BBS / tie
	Bonds – BBS to chase confirmation of agreement to bond wording.	BBS
	Mobilisation costs – Initial mobilization milestone seems high. Detailed breakdown required.	BBS

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