

SCHEDULE 7B

FORM OF AGREEMENT - Short Form Call-Off Contract

Call-Off Contract Number: ENG 94203 / Task 140 External Wall Systems - Surveys for TfL Estates: Commercial and Corporate Buildings

Lot: B12 Building Surveying and Condition Monitoring

Outline Agreement: [REDACTED]

THIS AGREEMENT is made the 14th day of October 2022

BETWEEN:

- (1) **Transport for London** whose principal office is at 5 Endeavour Square, London E20 1JN ("the *Employer*" which expression shall include its successors in title and assigns); and
- (2) **Frankham Consultancy Group Limited**, a company registered in England and Wales (Company Registration Number 04409614) whose registered office is at Irene House, Five Arches Business Park, Sidcup, Kent, DA14 5AE ("the *Consultant*").

WHEREAS:

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"). The Employer wishes to have provided Consultancy Services as contained in Table 3. The Employer has accepted a proposal (Table 4) by the Consultant for the Services in accordance with the Short Form conditions of contract (as defined in the Framework).

NOW IT IS AGREED THAT:

Terms and expressions defined in (or definitions referred to in) the short form conditions of contract have the same meanings herein. The Consultant Provides the Services in accordance with the Short Form Conditions of Contract, Tables and Schedules. The Employer pays the Consultant the amount due in accordance with the short form conditions of contract. The documents forming the contract are:

This Form of Agreement duly executed by the Parties;
Short Form Conditions of Contract;
Table 3, Table 4 and Table 5;
The Schedules.

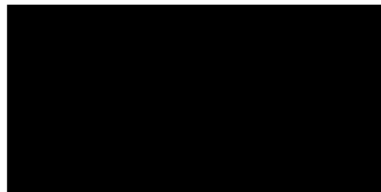
Where there is any discrepancy or conflict within or between the documents forming the contract the order of priority shall be as follows:

First	:	This Form of Agreement;
Second	:	Table 5;
Third	:	Table 3;
Fourth	:	The Schedules;
Fifth	:	Short Form Conditions of Contract;
Sixth	:	Table 4.

1. Notwithstanding the manner of execution of this Agreement it is agreed that:
 - 1.1 the limitation period within which any claim may be brought by the Employer for breach of this Agreement by the Consultant is 6 years from the date of breach; and
 - 1.2 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.

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



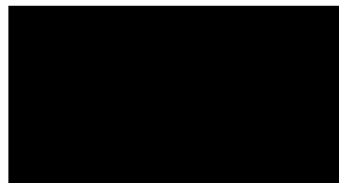
Signature

Shaheen Lodhi
Senior Category Manager - Consultancy

Print name and position

Date: 14/11/2022 | 11:27 BST

Signed by
for and on behalf of
The Consultant



Signature

Print name and position

Date:

Table 3, Employer's Requirement:

The *Employer* is appointing a Consultant to undertake a visual inspection of all Commercial and Corporate Buildings in the TfL/GLA Estate within scope to calculate the total build-up of materials of the external wall construction on each side of the building.

The data will be recorded and submitted to the *Employer* in a consistent, easily retrievable format to allow the *Employer* to use the data to forecast future works where required.

A full scope of the services required is included within Attachment 1.

Table 4, Consultants Proposal:

The Consultant has submitted a proposal detailing how the services will be undertaken.

This *Consultant's* proposal is included as Attachment 2

Table 5, Contract Particulars:

Contract Number / PO number: **PSFW2 94203 ENG Task 140**

The total current capped contract value is **£172,436**.

Any uplift required to this value will be subject to funding availability and ongoing requirements, undertaken by way of variation.

The Day Rates are fixed for the full duration of the contract, inclusive of any extensions.

TfL will not reimburse any additional costs for time, input, resource or other without prior written consent from TfL's employing manager. Authorised timesheets should accompany all invoices submitted for payment, as applicable.

The Contract Commencement Date is: 04 October 2022
The Service Commencement Date is: 25 October 2022
The Term is: 12 months from Service Commencement Date

The Call-off Contract may be extended subject to progression of the contract.
Any extensions will be at the Employer's own discretion and subject to the appointed Consultants' satisfactory performance, ongoing requirement and funding availability. This will be confirmed and mutually agreed in writing.

In accordance with Clause 7.1 of the Short Form Conditions of Contract, the Employer's **Contract Manager** is:

Bianca Pearce, Senior Facility Manager

In accordance with Clause 7.1 of the Short Form Conditions of Contract, the Employer's **Procurement Manager** is:

Tufail Ahmed, Assistant Commercial Manager


In accordance with Clause 8.5 of the short form Conditions of Contract, the Consultant's Key Persons are:

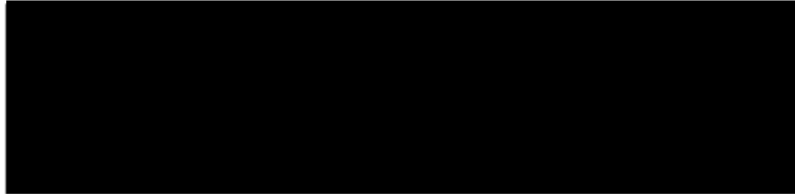
Sean Lawless, Principal Consultant – Project Lead


Naveed Aboobakar, Senior Consultant – Lead Surveyor
Regan Kelly, Junior Consultant – Surveyor
Sophie Janman, Junior Consultant - Surveyor

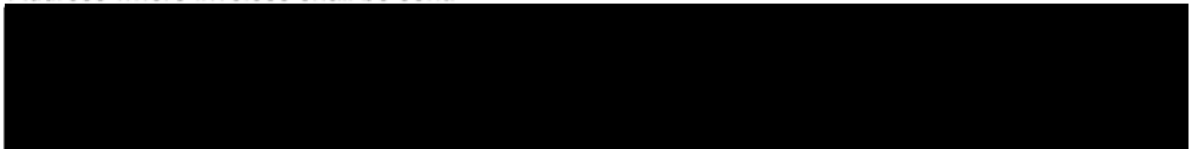
Notice period in accordance with Clause 25.4 of the Short Form Conditions of Contract (termination without cause): 14 days

Special Conditions of Contract:

Payment Period: (see Clauses 5.1 and 5.4 of Short Form Conditions of Contract)



Address where invoices shall be sent:



Other:

