

Commercial in Confidence

Schedule 7A

TfL 91312 - PSFW 91312 - Health & Safety and Environmental Services Task 4

THIS AGREEMENT is made the 22nd day of January 2016.

BETWEEN:

- (1) Old Oak & Park Royal Development Corporation whose registered office is at Post Point 5A, City Hall, The Queen's Walk, London, SE1 2AA ("the *Employer*" which expression shall include its successors in title and assigns); and
- (2) AFCOM Infrastructure & Environment UK Ltd, whose registered office is at [REDACTED] ("the *Consultant*").

WHEREAS:

- (A) This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of professional services dated 24th July 2015 ("the Framework Agreement").
- (B) The *Employer* wishes to have provided Oaklands EIA consultants ("the *services*") at the OPDC.
- (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*.

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 7A inclusive of the Framework Agreement; and
 - Proposal.
5. Where there is any discrepancy or conflict within or between the documents forming the contract the order of priority shall be as follows:

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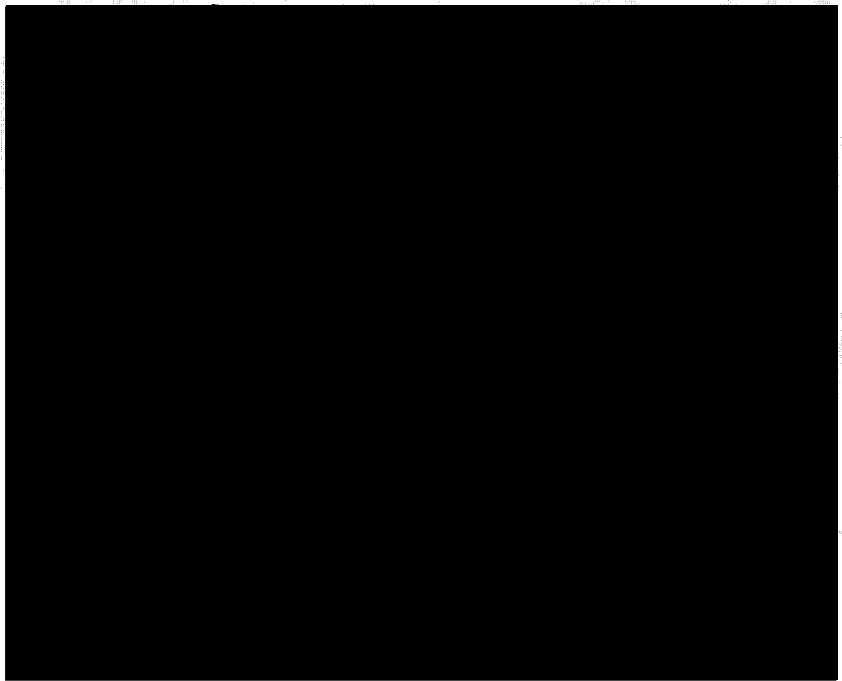
- 5.1.1 First: This Form of Agreement;
- 5.1.2 Second: The conditions of contract;
- 5.1.3 Third: The Scope and any other documents included in this contract.

- 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 defense 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*



CALL OFF CONTRACT DATA

Part One - Data provided by the *Employer*

Completion of the data in full, according to the chosen options, is essential to create a complete contract.

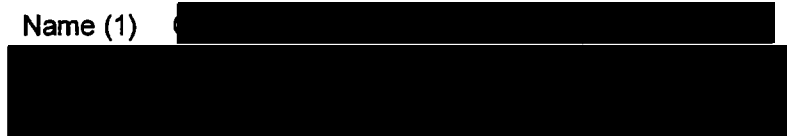
Statements given in all contracts

1 General

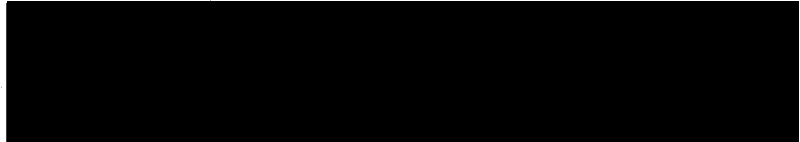
- The conditions of contract are the core clauses as may be amended or supplemented by the clauses for Main Option A and Secondary Options X10 X18 each as may be amended or supplemented by the LUL Requirements the LUL Nominee BCV/SSL Requirements all as attached to the Transport for London Professional Services Framework Agreement).

- The *Employer* is

Name (1)



- The *Employer's Agent* is



- The authority of the *Employer's Agent* is

[as set out in Option X10]

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- The *services and scope* are
As set out in Attachment 1.

- The *language of this contract* is **English**

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

2 The Parties' main responsibilities

access to
N/A

access date
N/A

3 Time

- **The starting date is 20/11/15.**
- **The Consultant no longer than those instructed by the Employer's Agent.**

4 Quality

- **The quality policy statement and quality plan are provided within 2 weeks of the Contract Date, or as stated here**
- **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

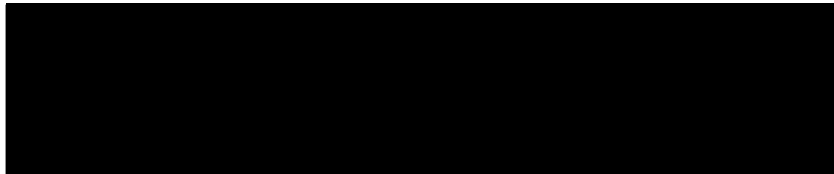
- **The amounts of insurance and the periods for which the Consultant maintains insurance are**

Event	cover	Period following Completion of the whole of the services or earlier termination
Liability of the Consultant for claims made against him arising out of his failure to use the degree of	£1m or as stated below for each and	12 years.

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<p>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>	<p>every claim and in the aggregate per annum</p>	
<p>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>	<p>£5,000,000 in respect of each claim, without limit to the number of claims [with financial loss extension cover]</p>	<p>12 years.</p>
<p>Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract.</p>	<p>£5,000,000 in respect of each claim, without limit to the number of claims</p>	<p>12 years.</p>

- The *Employer* provides the following insurances
N/A.



Optional statements

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If the *Employer* has decided the *completion date* for the whole of the *services*

- The *completion date* for the whole of the *services* is As per proposal.

If no programme is identified in part two of the Contract Data

- The *Consultant* is to submit a first programme for acceptance within **2 weeks** of the Contract Date.

If the *Employer* has identified work which is to meet a stated *condition* by a *key date*

- The *key dates* and *conditions* to be met are
As per the *Consultants submission*.
Any changes will be mutually agreed.

If the *Employer* states any expenses

- The expenses stated by the *Employer* are

The expenses stated by the Employer are, no expenses will be paid in respect of the services provided under this call off contract.

CALL OFF CONTRACT DATA PART TWO

Data provided by the Consultant

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

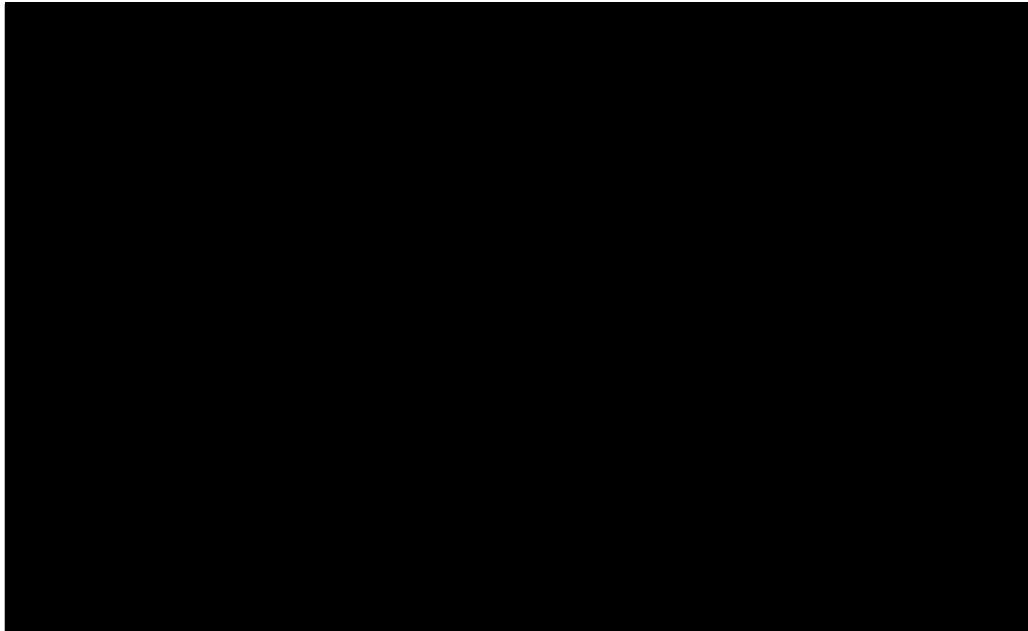
The *Consultant* is

Name AECOM Infrastructure & Environment UK Ltd.

Address ...

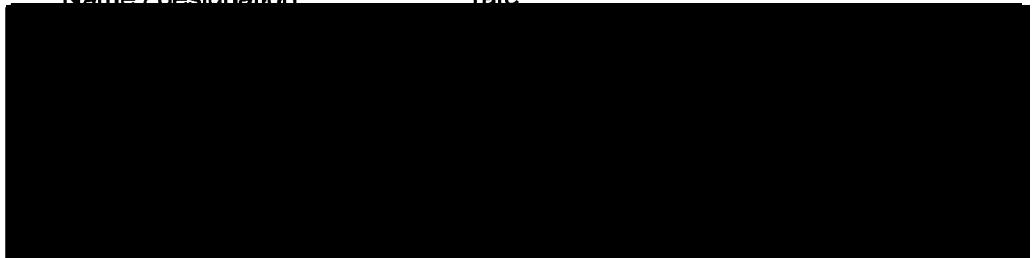


• The *key persons* are



• The *staff rates* are

Name / designation rate



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Optional statements

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If the *Consultant* is to decide the *completion date* for the whole of the *services*

- The *completion date* for the whole of the *services* is

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is

If the *Consultant* states any expenses

- The *expenses* stated by the *Consultant* are

item	amount
.....
.....
.....
.....

If the *Consultant* requires additional access

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

access to	access date
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.....
.....
.....

If Option A or C is used

- The *activity schedule* is

- The tendered total of the Prices is 

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APPENDIX 1:

AECOM Technical Proposal –



