

SCHEDULE 7A

Call-Off Contract Number: TfL 91311 – PSF – TP&IM – Task 7

OUTLINE AGREEMENT : 4600004468

THIS AGREEMENT is made the 22nd day of May 2015

BETWEEN:

- (1) **Transport for London** whose registered office is at Windsor House, 42 – 50 Victoria Street, London, SW1H 0TL (“the *Employer*” which expression shall include its successors in title and assigns); and
- (2) **Aecom Limited** whose registered office is at 63 – 77 Victoria Street, St Albans, Hertfordshire, AL1 3ER (“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 November 2014 (“the Framework Agreement”).
- (B) The *Employer* wishes to have provided Further Feasibility work for the Tramlink Extension to Sutton (Lot B – Highway Modelling) (“the *services*”) at **Windsor House, 42 – 50 Victoria Street, London, SW1H 0TL.**
- (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;
- 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:

- 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 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*

)

)

)

Signature

Shaheen Lodhi Commercial Manager

Date: 22/5/15

Signed by

for and on behalf of

The *Consultant*

)

)

)

Signature

Print name and position

KAYVAN RAHMATABADI
DIRECTOR

Date: 21/5/2015

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 . Transport for London
Address: Windsor House, 42-50 Victoria Street, London, SW1H 0TL
- The *Employer's Agent* is
Name: Matthew Rheinberg
Address: Windsor House, 42-50 Victoria Street, London, SW1H 0TL
- The authority of the *Employer's Agent* is
as set out in Option X10
- The *services* and *scope* are included for the provision of Consultancy Services in the form of **PSFW 91311 Tramlink Extension to Sutton – Further Feasibility – Lot B Highway Modelling**
- 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
N/A

2 The Parties' main responsibilities

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

access to

access date

N/A

3 Time

- The *starting date* is 27th April 2015
- The *Consultant* submits revised programmes at intervals 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 (£)**

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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 <i>services</i> 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 <i>services</i> in connection with works of a similar size, scope and complexity to the	<div></div> <p>.....</p> <p>.....</p> <p>for each and every claim and in the aggregate per annum</p>	<div></div>

Works (professional indemnity insurance)		
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> <p>.....</p> <p>in respect of each claim, without limit to the number of claims [with financial loss extension cover]</p>	<p>.....</p> <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> <p>.....</p> <p>in respect of each claim, without limit to the number of claims</p>	<p>.....</p> <p>.....</p>

- The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters shall be limited to

Optional statements

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

- The *completion date* for the whole of the *services* is **31st December 2015**

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

- The *Consultant* is to submit a first programme for acceptance as required by the *Employer's Agent*.

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
condition to be met *key date*

If the *Employer* states any *expenses*

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

If Option C or E is used

- The *Consultant* prepares forecasts of the total Time Charge at intervals no longer than that specified by the *Employer's Agent*.
- The *exchange rates* are not used, all payments are to be made in the *currency of this 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 Limited**

Address: 63 – 77 Victoria Street, St Albans, Hertfordshire, AL1 3ER

- The *key persons* are

- (1) Samya Ghosh
- (2) Phil Arnold
- (3) Nick Bowyer
- (4) Alex Dawn
- (5) James Gait
- (6) Saulias Vingrys
- (7) Lorenza Manenti
- (8) Ben Midgley
- (9) Scott Millard
- (10) James Cooper
- (11) Katy Thorpe
- (12) Andy Thellmann
- (13) Ben Broxholme

- The following matters will be included in the Risk Register
N/A

Optional statements

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 31st December 2015

If a programme is to be identified in the Contract Data

- The *Consultant* is to submit a first programme for acceptance as required by the *Employer's Agent*

If the *Consultant* requires additional access

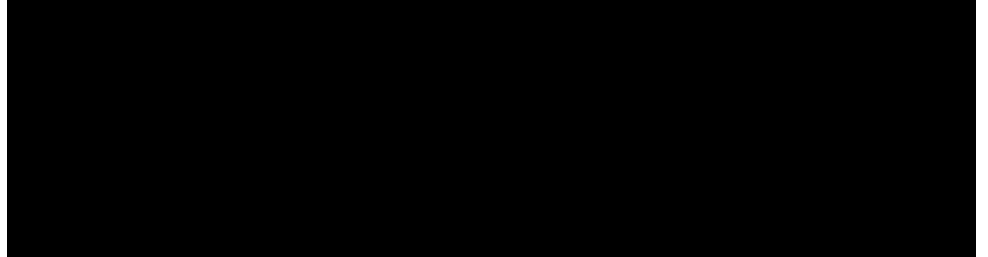
- The *Employer* provides access to the following persons, places and things

access to

access date

N/A

If Option A or C is used



TfL will not reimburse any additional costs for time, input, resource or other without prior written consent from TfL's employing manager.