

THIS AGREEMENT is made the 11th March 2016

BETWEEN:

- (1) **Transport for London** ("the *Employer*" which expression shall include its successors in title and assigns); and
- (2) **AECOM 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 13th July 2015 ("the Framework Agreement").
- (B) The *Employer* wishes to have provided Consultancy Services ("the *services*") at Transport for London premises as per the submission.
- (C) The *Employer* has accepted a tender by the *Consultant* for TFL/91312 – TASK 6 Palestra Basement Leak Detection (Flood Protection Enhancement) 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;
 - 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:
 - 4.6 the Scope;
 - 4.7 Schedules 7A inclusive of the Framework Agreement;
 - 4.8 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:

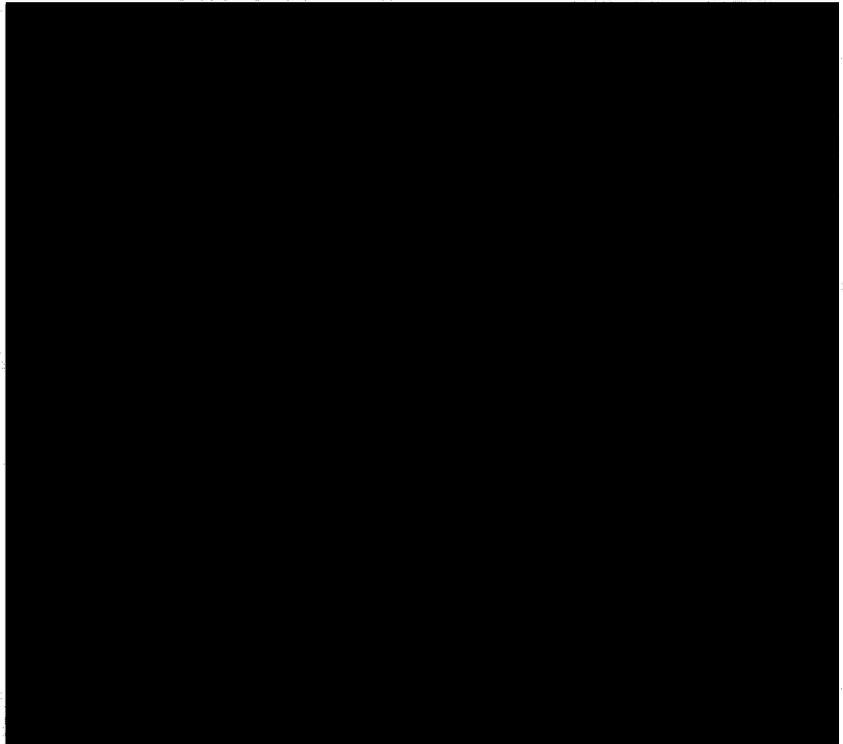
6.1 the limitation period within which any claim may be brought by the *Employer* for breach of this Agreement by the *Consultant* is 12 years from the date of breach; and

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*

Signed by
for and on behalf of
The *Consultant*



CALL OFF CONTRACT DATA

Part One - Data provided by the Employer

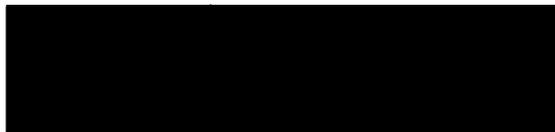
Completion of the data in full, according to the chosen options, is essential to create a complete contract.

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 and X18 each as may be amended or supplemented by all as attached to the Transport for London Professional Services Framework Agreement).

- The *Employer* is
Name Transport for London



- The authority of the *Employer's Agent* is
.as set out in Option X10
.....
- The *services* are included for the provision of Consultancy Services in the form of TFL/91312 – TASK 6 Palestra Basement Leak Detection (Flood Protection Enhancement) . . .
.....
.....
- 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 As per Proposal
- The *Employer* provides access to the following persons, places and things

2 The Parties' main responsibilities

access to
site to be as agreed with
Employer's agent

access date

3 Time

- The *starting date* is 04/02/2016
- The *Consultant* submits revised programmes at intervals no longer than 2 weeks.

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 <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 | £2,000,000 or as stated below for each and | .12 years |

| | | |
|---|---|------------------|
| <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 or as stated below. 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 or as stated below. in respect of each claim, without limit to the number of claims</p> | <p>12 years.</p> |



.....
.....

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 18 July 2016

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*
As per proposal

If the *Employer* states any *expenses*

- The *expenses* stated by the *Employer* are
No expenses

**CALL OFF CONTRACT
DATA PART TWO**

The *Consultant* is
.....

**Data provided by the
*Consultant***

**Statements given in all
contracts**

- The *key persons* are:
- As Per Proposal

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 18 July 2016.
.....

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is as per proposal
.....

If the *Consultant* states any expenses

- The *expenses* stated by the *Consultant* are
- No Expenses

If the *Consultant* requires additional access

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

.....
.....
.....
.....

If Option A or C is used

- The *activity schedule* is shown in the proposal

- 

