

SCHEDULE 7A

Call-Off Contract Number: PSFW 91311 Task 34

OUTLINE AGREEMENT 4600004528

THIS AGREEMENT is made the 16th day of December 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) **Steer Davies Gleave** whose registered office is at **28-32 Upper Ground, London, SE1 9PD** (“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 **Task 34 Crossrail 2 Consultation Report and Analysis** (“the *services*”) at Steer Davies Gleave, 28-32 Upper Ground, London, SE1 9PD
- (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;
 - 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 [Redacted]

Date: 5th January 2016

Signed by
for and on behalf of
The *Consultant*

)
)
)
Signature [Redacted] Print name and position [Redacted]

Date: 16/12/15

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
- The *Employer's Agent* is
Name 
Address 4th floor, South Wing, 55 Broadway, London, SW1H 0BD
- 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 Task 34 Crossrail 2 Consultation Report and Analysis.**
- 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 **16 December 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 (£)**
 - 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 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	£2,000,000 or as stated below for each and every claim and in the aggregate per annum	12 years

size, scope and complexity to the 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>	£5,000,000.00 or as stated below in respect of each claim, without limit to the number of claims [with financial loss extension cover]	12 years
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.	£5,000,000.00 or as stated below in respect of each claim, without limit to the number of claims	12 years

- 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 three times the commission total including all variations.

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 **16 March 2016 with an option to extend for 2 months.**

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*

- Delivery of final report by 1700 on 19 February 2016

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.

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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*

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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: Steer Davies Gleave

Address: 28-32 Upper Ground, London, SE1 9PD

- The *key persons* are

(1) [REDACTED] (Project Director):

(2) [REDACTED] (Project Manager)

- 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

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

- The tendered total of the Price is [REDACTED] (based on [REDACTED] dated 10/12/15).

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

