

FORM OF AGREEMENT

SCHEDULE 7B – Call-Off Contract Form of Agreement

THIS AGREEMENT is made the 5th day of December 2017

FRAMEWORK AGREEMENT NUMBER: PSF91313. CALL OFF CONTRACT NUMBER 3100971849

BETWEEN:

- (1) **Transport for London Limited** 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) **WSP UK Limited** whose registered office is at WSP House, 70 Chancery Lane, London WC2A 1AF ("the *Consultant*").

WHEREAS:

- (A) This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of professional services dated 09 May 2016 ("the Framework Agreement").
- (B) The *Employer* wishes to have provided the services of a Surveys Management Consultant providing Multi-disciplinary and Geotechnical Engineering and Site Investigation services to support the proposed Silvertown Tunnel project as more particularly described in the services in the Call off Contract Data Part One.
- (C) The *Employer* has accepted a tender by the *Consultant* for the provision of the services in accordance with the *conditions of contract*.

NOW IT IS AGREED THAT:

- Terms and expressions defined in (or definitions referred to in) the *conditions of contract* have the same meanings herein.
- The *Consultant* Provides the Services in accordance with the *conditions of contract*.
- The *Employer* pays the *Consultant* the amount due in accordance with the *conditions of contract*.
- The documents forming the contract are:
 - this Form of Agreement duly executed by the Parties;
 - the *conditions of contract*;
 - the attached Call-Off Contract Data Part 1;
 - the attached Call-Off Contract Data Part 2; and

- the following documents:
- the Scope;
- Schedules 2A, 9, 10, 11A, 11B and 14 of the Framework Agreement;
- any other contract documents.
- 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 : The conditions of contract;
 - Third : The Scope and any other documents included in this contract.
- Notwithstanding the manner of execution of this Agreement it is agreed that:
 - 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
 - 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

Print name and position

Date: 5/12/17

Signed by
for and on behalf of
The *Consultant*

Signature

Print name and position

Date: 5/12/17.

CALL OFF CONTRACT DATA

**FRAMEWORK AGREEMENT NUMBER PSF91313. CALL OFF CONTRACT
NUMBER: 3100971849**

Part One - Data provided by the *Employer*

**Statements given in all
contracts
1 General**

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

- The *conditions of contract* are the core clauses as may be amended or supplemented by the clauses for Main Option A and Secondary Options X2, X8 and X18 each as may be amended or supplemented by the Scope as attached to the Transport for London Multi-Disciplinary Services Framework Agreement.

- The *Employer* is

Name: Transport for London Limited

Address: Windsor House, 42-50 Victoria Street, London SW1H 0TL

- The *Employer's Agent* is:

- The *services* are provision of Surveys Management Consultant Services, as per the Scope.

- The Scope is defined in the Scope of Services titled Additional Surveys Technical Scope dated 24th October 2017.

- 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 **2 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:
Programme, Health & Safety, Environment

2 The Parties' main responsibilities

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

All stakeholder contacts and available contract docs to include land owner plans and utilities plans

access date
1 week after contract award (stakeholder contact to be through the *Employer*)

Provision of the detailed GI Spec & BoQ

2 weeks after contract award

Access, by arrangement, to compound locations (one each north and south of the river Thames) in the vicinity of the proposed Silvertown Tunnel

on or before 2 January 2018

Access, by arrangement, to survey locations in the vicinity of the proposed Silvertown Tunnel

on or before 22 January 2018

3 Time

- The *starting date* is the Date of the Agreement.
- The *Consultant* submits revised programmes at intervals no longer than 4 weeks.

4 Quality

- The quality policy statement and quality plan are provided within 2 weeks of the Contract Date.
- The *defects date* is 52 weeks after Completion of the whole of the *services*.

5 Payment



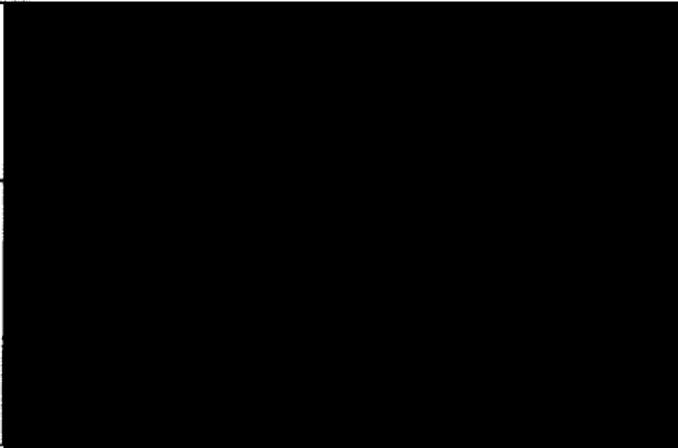
8 Indemnity, insurance and liability

- 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 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 *Consultant*

Liability for death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract.



- The *Employer* provides the following insurances:
None

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 01 June 2018.

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

<i>condition</i> to be met	<i>key date</i>
1 ..Provision of survey data	01 June 2018
.....
2
.....
3

- **If the Contract Date is not the date of the Call-Off Contract**

It is:
[DATE]

If the *Employer* states any *expenses*

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

Item	amount
.....
.....
.....
.....
.....

If the *Consultant* is to provide additional insurances

- The *Consultant* provides these additional insurances
 1. Insurance against
 -
 - Cover is
 -
 - Period of cover
 -
 - Deductibles are
 -
 2. Insurance against
 -
 - Cover is
 -
 - Period of cover
 -
 - Deductibles are
 -

If Option A is used

- The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than **4 weeks**.

If Option X2 is used

- The *law of the project* is the law of England and Wales.

If Option X8 is used

- This Option X8 only applies in relation to the provision of collateral warranties by a sub-contractor engaged by the *Consultant*.
- The *Consultant* is not required to provide any collateral warranties.
- Beneficiaries of sub-contractor warranties shall be:- the *Employer*; the Silvertown Tunnel design, build, finance and maintain contractor (when identified); and up to 5 land, asset owners and/or developers..

If Option X18 is used

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

CALL OFF CONTRACT DATA PART TWO

Data provided by the *Consultant*

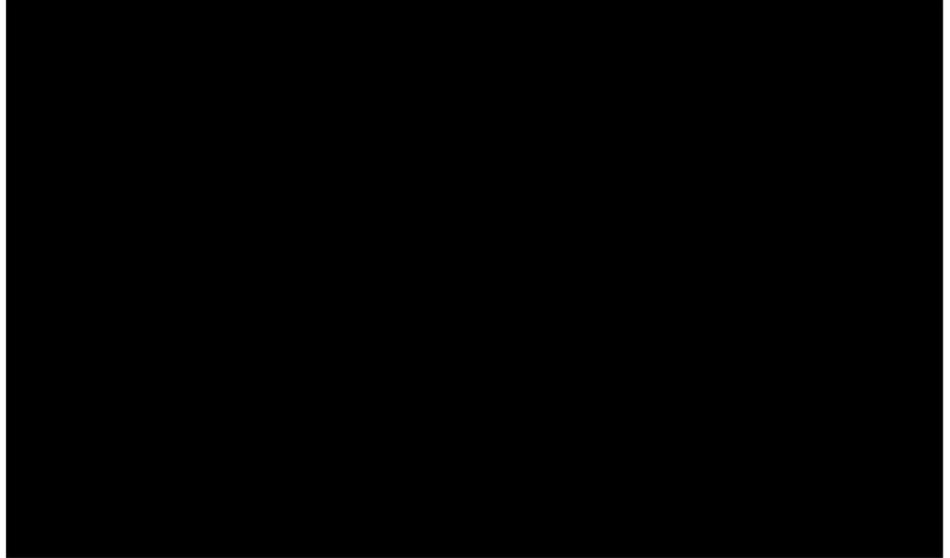
Statements given in all contracts

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

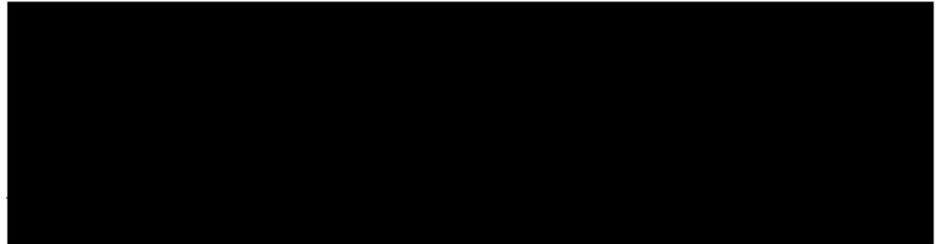
- The *Consultant* is **W S P**

Name **WSP**
Address: *4th Floor,*
6 Devonshire Square,
London EC2M 4YE
Phone: +44 113 395 6201
Fax: +44 20 7337 1701
WSP.com

- The *key persons* are



- The *staff rates* are



- The following matters will be included in the Risk Register
Please refer to the attached risk register matrix T440 which was also originally included in our proposal. We have identified a number of the key risks, the most significant risks are shown in bold, however we trust that following the proposed mitigation measures, the surveys and subsequent factual data can be delivered in a timely manner.

Optional statements

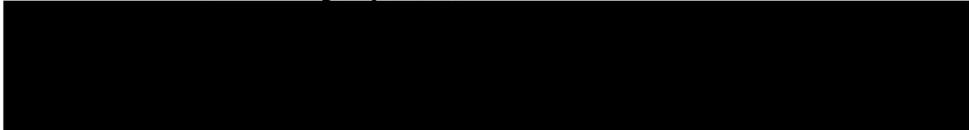
If the *Consultant* is to decide the *completion date* for the whole of the *services*

- The *completion date* for the whole of the services is: 25th May 2018 based on the scope provided in the ITT documents.

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is *.The programme provided with the tender submission based on the scope provided in the ITT documents*

...
If the Consultant states any expenses



...
If the Consultant requires additional access

- The *Employer* provides access to the following persons, places and things
- | | |
|--|--|
| <i>access to</i> | <i>access date</i> |
| <i>All stakeholder contacts and available contract docs to include land owner plans and utilities plans.</i> | <i>Within the first week of Contract award..</i> |
| <i>Provision of the detailed GI Spec & BoQ</i> | <i>2 weeks after contract award.</i> |
| <i>Access to compound areas on both sides of the river.</i> | <i>Within four weeks of contract award.</i> |

If Option A or C is used

- The *activity schedule* is: *As provided in the programme provided within the tender.*



APPENDIX 1 – THE SCOPE OF SERVICES

The Scope is defined within the document entitled Additional Surveys Technical Scope dated 24 October 2017.

Associated documents:

1.	Shared surveys tech scope 24.10.17	Includes Tables 1 to 3
2.	Appendix A1: Boreholes_location_part1_Greenwich	
3.	Appendix A2: Boreholes_location_part2_River	
4.	Appendix A3: Boreholes_location_part3_Silvertown	
5.	Joint TfL - Proposed Surveys Scope_Appendix C 24_10_17	Borehole summary table
6.	Joint TfL - Proposed Surveys Scope_Appendix F 24_10_17	Supporting information
	Additional supporting scope information:	
7.	Pavement survey locations 21_11_17	To be read in conjunction with Appendix F
8.	Utilities trench survey locations 21_11_17	To be read in conjunction with Appendix F
9.	Obstruction pit locations 21_11_17	Proposed additional trial pits (to be confirmed & not yet in scope).
10.	Risk Register matrix T440	Appendix C to the WSP tender submission of 15/11/17

Additional site information data, available to the *Employer*, will be provided in order to assist methods development

The *Consultant* shall act as CDM Principal Designer and the *Consultant*, or nominated sub-contractor(s), shall act as CDM Principal Contractor.

APPENDIX 2 – The Activity Schedule

The Contract Activity Schedule shall operate as follows:

- Main Option A priced contract with activity schedule;
- Lump sum price for management of specified surveys with payments to be spread equally over [REDACTED]; subject to adjustment in the event that the provision of the *services* are accelerated or delayed;
- Staff day rates, as contained within Appendix 3, shall be applied in pricing of compensation events where such compensation events result in additional resources being required to be provided by the *Consultant*;
- *Consultant's* survey sub-contract costs to be paid to the *Consultant* by the *Employer* on a cost plus [REDACTED] fee basis.

Pricing refers to the Consultant's proposal of 15th November 2017 reference [REDACTED].

Activity	Activity Detail	Estimated Days	Total (£)	Target Date
[REDACTED]				

Note concerning Payment

Applications for Payment are to be made in advance of invoicing, which will be based on the agreed amounts and upon provision of sub-contractors' invoices, confirmation of activity progress and forecast for forthcoming activity progress, all supported by an appropriate level of activity specific resource and price information.

APPENDIX 3 – Staff Rates

