

**THIS AGREEMENT** is made the 23 day of September 2015

**BETWEEN:**

- (1) London Underground 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 Arcadis LLP; whose registered office is at 34 York Way, London N1 9AB (“the *Consultant*”).

**WHEREAS:**

- (A) This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of professional services dated 22 December 2014 (“the Framework Agreement”).
- (B) The *Employer* wishes to have provided Northern Line Extension Programme Controls Transformation Environment (“the *services*”) at both The *Employer’s* and *Consultant’s* locations.
- (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 6 and 7 inclusive of the Framework Agreement;
  - any other contract documents. delete this statement
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 Print name and position

Date:

Signed by )  
 for and on behalf of )  
 The *Consultant* )

Signature Print name and position

Date:

## CALL OFF CONTRACT DATA PART ONE

### 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 X2, X10 & X21 each as may be amended or supplemented by the LUL Requirements (all as attached to the Transport for London Professional Services Framework Agreement).
- The *Employer* is:  
London Underground Limited  
C/O Capacity & Optimisation Portfolio  
Address:  
15 Westferry Circus, Canary Wharf, London E14 4HD
- The *Employer's Agent* is:  
  
Jack Pollock  
Address:  
15 Westferry Circus, Canary Wharf, London E14 4HD
- The authority of the *Employer's Agent* is  
as set out in Option X10 Project and Commercial Services Framework - TfL PSF91306
- The *services* are  
As detailed in: Attachment 2 - The Service - NLE Controls Environment Brief Final
- The Scope is in:  
Attachment 2 - The Service – NLE Controls Environment Brief Final

- The *language of this contract* is **English**
- The *law of the contract* is **the law of England and Wales**
- The *period for reply* is **1 week**.
- 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  
To be discussed, agreed and documented by both parties prior to contract award.

2 The Parties' main responsibilities

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

access to	<i>access date</i>
Templar House or any other TfL Offices as deemed required by both Parties	From Contract Commencement Date

3 Time

- The *starting date* is **28 September 2015**
- 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, 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	<b>£2,000,000 or as stated below</b> ..... .....	..... .....

<p>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)</p>	<p>for each and 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><b>£5,000,000 or as stated below</b>                  .....                  .....                  in respect of each claim, without limit to the number of claims [with financial loss extension cover]</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><b>£5,000,000 or as stated below</b>                  .....                  .....                  in respect of each claim, without limit to the number of claims</p>	<p>.....                  .....</p>

- The *Employer* provides the following insurances N/A
- The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, **REDACTED**

**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 four months from Contract Commencement.

**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 . . . . .	. . . . .
. . . . .	. . . . .
2 . . . . .	. . . . .
. . . . .	. . . . .
3 . . . . .	. . . . .
. . . . .	. . . . .

- **If the Contract Date is not the date of the Call-Off Contract it is: N/A**

**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 England and Wales.

**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: Arcadis LLP.
  - Address: Arcadis House 34 York Way, London N1 9AB.

- The *key persons* are
  - (1) Name: James Redmayne.
  - Job: Partner.
  - Responsibilities: Leadership and Management of the Services.
  - Qualifications . . . . .
  - Experience . . . . .
  - (2) Name . . . . .
  - Job . . . . .
  - Responsibilities . . . . .
  - Qualifications . . . . .
  - Experience . . . . .

- The *staff rates* are **REDACTED**
- The following matters will be included in the Risk Register
  - . . . . .
  - . . . . .
  - . . . . .

**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 4 months from

Start Date.

**If a programme is to be identified in the Contract Data**

- The programme identified in the Contract Data is [TBC].

**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
.....	.....
.....	.....
.....	.....
.....	.....

**If Option A or C is used**

- The *activity schedule* is

Timescale	Milestone	Payment
Week 4	Team established, plan for delivery agreed.	REDACTED
Week 8	Control Account structure Agreed	REDACTED
Week 12	Baseline Acceptance	REDACTED
Week 16	System – Go Live	REDACTED
		£ 749,592

- The tendered total of the Prices is £749,592.00.