

SCHEDULE 6A - CALL OFF CONTRACT DATA

Task 112

Call-Off Contract Number: PO3100593151

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 E (or any other such Main Option as may be agreed between the parties in writing at a future date) and Secondary Options X10 and X18 all as attached to the Transport for London Engineering and Project Management Framework (Ref: 90001).
- The *Employer* is
Name: Transport for London
Address: Windsor House, 42 – 50 Victoria Street, London, SW1H 0TL
- The *Employer's Agent* is
Name: Tony Wilson (Employing Manager)
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 **Temple Bridge – Task 112 Scope of Services**.
- 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 N/A

- 3 Time
 - The *starting date* is Week Commencing 20th May 2013
 - 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. Not required
 - The *defects date* is **52 weeks** after Completion of the whole of the *services*.
- 5 Payment
 - The *assessment interval* is monthly
 - 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 size, scope and complexity to the Works (professional indemnity insurance)	£2,000,000 or as stated below for each and every claim and in the aggregate per annum	12 years
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	£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

<i>Consultant</i>		
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, is limited to Two Million Pounds.

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 July 2014

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* 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*

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: Ove Arup & Partners Ltd

Address: 13 Fitzroy Street, London W1T 4BQ

- The *key persons* are:

Name: Tristram Carfrae

Position: Director, Arup Fellow

Responsibilities: Project Director

Name: Mike Glover

Position: Arup Fellow

Responsibilities: Project Manager, Project Management discipline lead

Name: Francis Archer

Position: Associate Director

Responsibilities: Bid Manager, Engineering Discipline lead

Name: Stephanie McGibbon

Position: Associate Director

Responsibilities: Environmental discipline lead

Name: Vaughan Sutton

Position: Director

Responsibilities: Transport Planning discipline lead

- The *staff rates* are:

Engineering

Group	Grade	£/day
1	Partner/Director	
2	Principal Consultant	
2	Senior Consultant	
3	Consultant	
3	Junior Consultant	

Environment

Group	Grade	£/day
1	Partner/Director	
2	Principal Consultant	
2	Senior Consultant	
3	Consultant	
3	Junior Consultant	

Project Management

Group	Grade	£/day
1	Partner/Director	
2	Principal Consultant	
2	Senior Consultant	
3	Consultant	
3	Junior Consultant	

Planning

Group	Grade	£/day
1	Partner/Director	
2	Principal Consultant	
2	Senior Consultant	
3	Consultant	
3	Junior Consultant	

- 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 July 2014.
- The *Employer* provides access to the following persons, places and things

access to	<i>access date</i>
N/A	N/A

- The total cost of each area of the project is capped as follows:

Discipline	Total Indicative Cost to RIBA D
Project management	£ 165,769
Engineering	£ 415,834
Environmental	£ 199,650
Transportation planning	£ 109,296

SCHEDULE 7

(Call-Off Contract Form of Agreement)

Engineering and Project Management Framework

TfL 90001 Task 112

TEMPLE BRIDGE

PO3100593151

THIS AGREEMENT is made the 8 day of July 2013

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) **Ove Arup & Partners** whose registered office is at Fitzroy Street, London W1T 4BQ ("the *Consultant*").

WHEREAS:

- (A) This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of engineering and project management services dated 1st December 2009 ("the Framework Agreement").
- (B) The *Employer* wishes to have provided engineering, environmental, transport planning and project management consultancy services in relation to the Temple Bridge project ("the *services*").
- (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;
- The consultants proposal submitted as part of mini competition Task 112 – Temple Bridge and any subsequent clarifications.

5. 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.

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

David Furse
Procurement Manager

A. Mills
Category Manager

8/07/13

Signed by
for and on behalf of
The *Consultant*

)
)
)
Signature

Date: 08-07-13

P. JOHNSONE DIRECTOR

Print name and position

Date: 8.7.13

