

THIS AGREEMENT is made the 19 day of May 2017

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
- (2) **Jacobs UK Limited** whose registered office is at 1180 Eskdale Road, Winnersh, Wokingham, RG41 5TU ("the *Consultant*").

WHEREAS:

- (A) This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of professional services with a commencement date of 9 May 2016 ("the Framework Agreement").
- (B) The *Employer* wishes to have provided planning and design services in relation to PDO Stage 1 of the Piccadilly Line Depots and Stabling Sub-Programme, as more particularly described in the Scope jointly between the supplier's office and Templar House, 81-87 High Holborn, WC1V 6NU
- (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 2A, 9, 10, 12, 14A, 19 & 20 inclusive of the Framework Agreement;
 - Jacobs UK Limited tender inclusive of assumptions and exclusions noted therein items 1 to 12 only.
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 | Alan Kirk
Head of Commercial – Capital Delivery

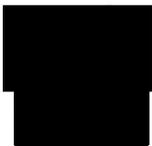
Date: 19/5/17

Signed by
for and on behalf of
The *Consultant*

)
)
)

Signature | DAVID COULTAS - VP
Print name and position

Date: 18/5/2017



Proforma Call-Off Contract Data

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 E and Secondary X10 X18 X20 X21 X22 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
Name: London Underground Limited
Address Templar House, 81-87 High Holborn, London, WC1V 6NU
- The *Employer's Agent* is
Name: Robert Parry
Address .Templar House, 81-87 High Holborn, London, WC1V 6NU
- The authority of the *Employer's Agent* is as set out in Option X10
- The *services* are the provision of planning and design services in relation to PDO Stage 1 of the Piccadilly Line Depots and Stabling Sub-Programme, as more particularly described in the Scope.
- The *additional services* are PDO stages 2 to 4 as more particularly described in the scope
- The Scope is in:
DTUP_Piccadilly_Line_Depots_and_Stabling_Planning_and_Design Organisation_Scope_of_Multidisciplinary_Services – Revision 1.2
-
- 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

2 The Parties' main responsibilities

- The following matters will be included in the Risk Register

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

access to	<i>access date</i>
Cockfosters Depot.	As required
Northfields Depot.	As required.
South Harrow Stabling	As required.
.....
.....

3 Time

- The *starting date* is week commencing **2nd May 2017**
- 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 **4 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	£1 million or as stated below for each and

professionals every claim experienced in providing and in the services similar to the aggregate per *services* in connection annum with works of a similar size, scope and complexity to the Works (professional indemnity insurance)

Liability for death of or £5 million or bodily injury to a person as stated (not an employee of the below *Consultant*) or loss of or damage to property resulting from an action in respect of or failure to take action each claim, by the *Consultant* without limit to the number of claim

Liability for death of or £5 million or bodily injury to as stated employees of the below *Consultant* arising out of and in the course of their employment in connection with this in respect of contract. each claim, without limit to the number of claims

- 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 the value of the contract, including any optional stages.

.....

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 **29 September 2017**

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 to be met</i>	<i>key date</i>
1 Scope Reference 3.1.4 Site Information and Utilities Tasks – Cockfosters Depot	8 weeks from contract commencement
2 Scope Reference 3.1.4 Site Information and Utilities Tasks – Northfields Depot	14 weeks from contract commencement
3 Scope Reference 3.1.4 Site Information and Utilities Tasks – South Harrow Stabling	8 weeks from contract commencement
4 Scope Reference 3.1.5 Design Activities – Cockfosters Depot	8 weeks from contract commencement
5 Scope Reference 3.1.5 Design Activities – Northfields Depot	12 weeks from contract commencement
6 Scope Reference 3.1.5 Design Activities – South Harrow Stabling	8 weeks from contract commencement

- 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
..... N/A.....
.....
.....
.....
.....
.....

If the *Consultant* is to provide additional insurances

- The *Consultant* provides these additional insurances

1. Insurance against

Cover is N/A.
.....

Period of cover
.....

Deductibles are
.....

2. Insurance against
.....

Cover is
.....

Period of cover
.....

Deductibles are
.....

If Option C or E is used

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

If Option X20 is used

A report for performance against each Key Performance Indicator is provided at intervals of 4 weeks

If Option X22 is used

- the IMM Protocol is the document attached at Schedule 14A of this contract
- the Project is to be confirmed post award

Option Z

- The following additional conditions of contract are incorporated in the *conditions of contract*.

Z1 Additional Services Option

Z1.1 The *Employer* at its sole option and discretion, at any time from the *starting date* to 2 years time from contract commencement date or such other period as is agreed in writing between the Parties, notifies the *Consultant* in writing of its intention to include all or any part of the *additional services* in the *services*. The *Employer* is entitled to issue more than one notice during this period. The notice includes sufficient information to enable the *Consultant*

to provide a quotation for the inclusion of the *additional services* in the *services*, including the proposed *completion date* for the *additional services* and the proposed changes to the Contract Data Part 1.

Z1.2 The *Consultant* submits a quotation to the *Employer* within 15 days of receipt of the notice issued in accordance with clause Z1.1. The quotation is based on the rates in Schedule 1 of the Framework Agreement.

Z1.3 The *Employer* notifies the *Consultant*, within 15 days of the receipt of the *Consultant's* quotation submitted in accordance with Z1.2, either that the *additional services* are to be included in the *services* or that the *additional services* are not to be included in the *services*. The inclusion of the *additional services* is effective from the date of receipt by the *Consultant* of a notification that the *additional services* are to be included in the *services* and from this date the total of the Prices and the Contract Data Part 1, including the *completion date*, are adjusted accordingly.

Z1.4 The valid exercise by the *Employer* of the option to include all or any part of the *additional services* in the *services* in accordance with clauses Z1.1 to Z1.3 does not amount to a compensation event.

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

Name . Jacobs UK Limited.

Address . 1180 Eskdale Road, Winnersh, Wokingham RG41 5TU.

• The *key persons* are

(1) Name Keith Jarvis

Job Project Manager

Responsibilities Project Manager

(2) Name . Other Key Personnel are as follows

Simon Curtis – Engineering Manager

Huw Williams – Town Planner

Phil Ransom – Track discipline lead

Garry Coleman – Drainage discipline lead

Martin Kent – Civil and Structural lead

Paras Shah – DC Supply lead

Alan Bell – M&E lead.

• The *staff rates* are

Name / designation	rate
Refer submitted rate spreadsheet
named "Pricing
Template_Jacobs_210417_Final".
.....

• 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 **29th September 2017**

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is

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	<i>access date</i>
Existing studies and all native information.	Commencement date.
.....
.....

If Option A or C is used

- The *activity schedule* is
- The tendered total of the Prices is