

SCHEDULE 6 - CALL-OFF CONTRACT TEMPLATES

Schedule 6A

Framework Number: 93535
Call-Off Contract Number: Task 007 / CR2 Ref: BC501

THIS CALL-OFF CONTRACT is made the 19th day of March 2019

BETWEEN:

- (1) Transport for London (“**the Authority**”); and
- (2) CBRE Limited, a company registered in England and Wales (Company Registration Number 03536032) whose registered office is St Martin’s Court, 10 Paternoster Row, London, EC4M 7HP (“**the Service Provider**”).

RECITALS:

- A. The Authority and the Service Provider entered into an agreement 4th February 2019 which sets out the framework for the Service Provider to provide certain Services to the Authority (“**the Agreement**”).
- B. The Authority wishes the Service Provider to provide the specific Services described in this Call-Off Contract pursuant to the terms of the Agreement and this Call-Off Contract and the Service Provider has agreed to provide such Services on those terms and conditions set out in the Call-Off Contract.

THE PARTIES AGREE THAT:

1. CALL-OFF CONTRACT

- 1.1 The terms and conditions of the Agreement shall be incorporated into this Call-Off Contract.
- 1.2 In this Call-Off Contract the words and expressions defined in the Agreement shall, except where the context requires otherwise, have the meanings given in the Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

2. SERVICES

- 2.1 The Services to be performed by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1.

- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about the Agreement and the Services to be provided and that it has made all appropriate and necessary enquiries to enable it to perform the Services under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or the Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Procurement Manager any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.
- 2.3 The timetable for any Services to be provided by the Service Provider and the corresponding Milestones (if any) and Programme (if any) are set out in Attachment 1.
- 2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services provided to the Authority under this Call-Off Contract.

3. CALL-OFF TERM

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to Clause 4.2 of the Agreement, shall continue in force for the Call-Off Term stated in Attachment 1 unless terminated earlier in whole or in part in accordance with the Agreement.

4. FEES

Attachment 2 specifies the Fees payable in respect of the Services provided under this Call-Off Contract. The Fees shall not increase during the duration of this Call-Off Contract unless varied in accordance with the Agreement. The Service Provider shall submit invoices in accordance with the Agreement and the Fees shall be paid in accordance with the Agreement.

5. CALL-OFF PROCUREMENT MANAGER AND KEY PERSONNEL

The Authority's Procurement Manager in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

SIGNED

For and on behalf of the [*Authority*]

Signature: REDACTED

Name: REDACTED

Title: Commercial Manager

Date: 19 March 2019

SIGNED

For and on behalf of [*the Service Provider*]

Signature: REDACTED

Name: REDACTED

Title: REDACTED

Date: 12 March 2019

Attachment 1

1. Services to be provided

The Services to be provided are described in the following documents:

- **CRL2-CRL2-GEN-ROUTWID-SCO-CP-00001 Crossrail 2 Development Phase Scope Part 1 General Requirements** incorporating:

Appendix 1 - CRL2-CRL2-GEN-ROUTWID-PLN-PS-00002 Development Phase Plan to Hybrid Bill Deposit

Appendix 2 – CRL2-CRL2-GEN-ROUTWID-REQ-CP-00006 Non-NEC Contract Control Requirements

Appendix 3 - CR2FC-CR203-NAA-U001-PL-T1-000214 CR2 Sustainability Policy

- **CRL2-CRL2-GEN-ROUTWID-SCO-ZZ-00001 Crossrail 2 Development Phase Property Services Scope Part 2 Specific Requirements** incorporating:

Appendix 1 – Task A Specification

Appendix 2 – Task B Specification

2. Timetable

Commencement date: 11th March 2019

Completion date: 10th March 2022

Call-Off Term: Three years with the option to extend at the discretion of the Authority.

3. Payment

The payment mechanism options under contract are both lump sum and cost reimbursable. The payment mechanism shall be agreed between Authority and the Service Provider on agreement of a variation to the services.

The payment mechanism for Task A and Task B is lump sum.

The Fee shall be calculated at period dates as defined in Commercial Calendar – Period Dates CRL2-CRL2-GEN-ROUTWID-DAT-CP-00001.

The Fee shall be calculated in accordance with Non-NEC Contract Control Requirements CRL2-CRL2-GEN-ROUTWID-REQ-CP-00006.

4. Expenses

None.

Any expenses shall be agreed in advance with the Authority Representative.

5. Limit of Liability

The Consultant's total liability to the Authority for all matters arising under or in connection with this contract is limited to the total fees for the Services provided to date or £5m (five million pounds), the greater of the two in respect of each and every claim.

6. Insurance levels and additional insurances to be held by Service Provider:

The amounts of insurance and the periods for which the Consultant maintains insurance are

Event	cover	Period following Completion of the whole of the services or earlier termination
Liability of the Consultant 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 services in connection with works of a similar size, scope and complexity to the Works (professional indemnity insurance)	REDACTED Million Pounds) 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 Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant	REDACTED Million Pounds) or as stated below in respect of each claim, without limit to the number of claims	12 years
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.	REDACTED Million Pounds) 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 Authority for all matters arising under or in connection with this contract is limited to the total fees for the Services provided to date or £5m (five million pounds), the greater of the two.

7. Address for Invoices

Address where invoices shall be sent: Transport for London
Accounts Payable
14 Pier Walk
North Greenwich
London
SE1 0ES

Electronic format required submission of invoices by the Service Provider:

- invoices@tfl.gov.uk

8. Authority Representative

Name: Matt Wilson
Address: 4th Floor South Wing, 55 Broadway, London, SW1H 0DB
Phone: **REDACTED**
Email: **REDACTED**

9. Personnel

The Service Provider's Key Personnel shall be available at the following period of notice:

24 Hours or at other such time as agreed by the Authority.

10. Other information or conditions

None.

Attachment 2

1. Fees

Fees to be applied for in accordance with Non-NEC Contract Control Requirements CRL2-CRL2-GEN-ROUTWID-REQ-CP-00006.

Contract value for completion of Tasks A and B is **REDACTED**.

The fee for Task A is £ **REDACTED**

The fee for Task B is £ **REDACTED**

Please refer to Appendix A - COMMERCIAL PART 1 TASK A and B PRICED Resource Schedule for breakdown.

2. Personnel

The Service Provider's Key Personnel as follows:

Jane Asquith

REDACTED

Bridget Wilkins

REDACTED

Andrew Goodwin

REDACTED

Stuart Wong

REDACTED

Cameron Mitchell

REDACTED

Hannah Blunstone

REDACTED

The staff rates for all personnel are as per below:

REDACTED

3. Proposed sub-consultants

None

4. Proposed completion date

The start date of the Call-Off contract is: 11th March 2019

The completion date of the Call-Off contract is: 10th March 2022

The proposed completion date of the tasks instructed to date is as follows:

- Task A: 25th April 2019
- Task B: 31st May 2019

Attachment 3

Special Conditions for Call-Off

1. Conflict of Interests

Further to 12. CONFLICT OF INTEREST of the Framework Agreement, the Service Provider has provided the following to provide clarity of the management of conflicts throughout the services:

Appendix B - CBRE Conflicts and Information Barriers

REDACTED