

15th March

THIS AGREEMENT is made the 15th day of March 2016

BETWEEN:

- (1) **Transport for London** ("the *Employer*" which expression shall include its successors in title and assigns); and
- (2) **Jacobs U.K. Limited** whose registered office is at [REDACTED] ("the *Consultant*").

WHEREAS:

- (A) This Agreement is made pursuant to a framework agreement between the Parties relating to the provision of professional services dated 13th July 2015 ("the Framework Agreement").
- (B) The *Employer* wishes to have provided Consultancy Services ("the *services*") at the premises agreed with *Consultant*.
- (C) The *Employer* has accepted a tender by the *Consultant* for TFL/91312 – TASK 8 Integrated Impact Assessment for the Mayor's Transport Strategy 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;
 - 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:
 - 4.6 the Scope as attached;
 - 4.7 Schedules 7A inclusive of the Framework Agreement;
 - 4.8 Proposal
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.



CALL OFF CONTRACT DATA

Part One - Data provided by the *Employer*

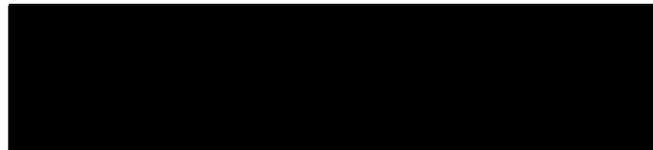
Completion of the data in full, according to the chosen options, is essential to create a complete contract.

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 A and Secondary Options X1 X2 X10 X11 X18all as attached to the Transport for London Professional Services Framework Agreement

- The *Employer* is
Name Transport for London



- The authority of the *Employer's Agent* is
[as set out in Option X10]

- The *services* are described in the attached Scope and Proposal.

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

2 The Parties' main responsibilities

access to
N/A

access date
N/A

3 Time

- The *starting date* is 18/01/16
- The *Consultant* submits revised programmes at intervals no longer than **2 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

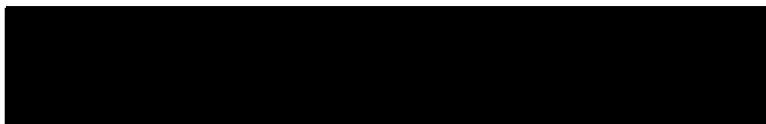
- The *assessment interval* is **4 weeks**
- The *currency of this contract* is **pounds Sterling (£)**
- The *interest rate* is **2 % per annum above the base rate of the Bank of England**.

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 out of his failure to use the degree of	£1,000,000 or as stated below for each and	.12 years

<p>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</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>£5,000,000 or as stated below..... in respect of each claim, without limit to the number of claims</p>	<p>12 years.</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>£5,000,000 or as stated below..... in respect of each claim, without limit to the number of claims</p>	<p>12 years</p>



.....
.....

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 31 March 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 as per Proposal and as below and shall not be varied other than through explicit agreement with the Employer:

<i>condition</i> to be met	<i>key date</i>
Issue IIA Scoping Report to statutory consultees	27.05.16
Presentation to <i>Employer</i> on IIA Assessment Report	30.09.16
Submission of final IIA Post Adoption Statement	31.03.17

If the *Employer* states any *expenses*

- The *expenses* stated by the *Employer* are
No expenses

If Option X1 is used

- The *index* is 2 % per annum above the base rate of the Bank of England
.....

If Option X2 is used

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

**CALL OFF CONTRACT
DATA PART TWO**

The *Consultant* is

Data provided by the
Consultant

(2) Jacobs U.K.



Statements given in all
contracts

- The *key persons* are:

As set out in *Consultant's* technical and commercial submission to TfL/91312 – HSE Task 8 dated 9 December 2015 and Tender Clarifications List dated 16 December 2015

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 31 March 2017.

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If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is attached to this Agreement.

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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 shown in as *Consultant's* technical submission to TfL/91312 – HSE Task 8 dated 9 December 2015 as amended by the Task 8 Post Tender Clarifications Tender Clarifications List dated 16 December 2015

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