Pricing Schedule Attachment

**THIS AGREEMENT** is made the 10th day of January 2017

**BETWEEN:**

(1) **GLA** ("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 21 Integrated Impact Assessment (excluding Habitats Regulation Assessment) of the Mayor's London Environment 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.

**IN WITNESS** whereof this Agreement has been signed for and on behalf of the *Employer* and the *Consultant* the day and year written above.

## 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 X18 all as attached to the Transport for London Professional Services Framework Agreement

- The *Employer* is

Name Greater London Authority

[redacted]

- 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* is01/12/2016

- 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 *services* or earlier termination** |
|---|---|---|
| Liability of the *Consultant* 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 . . . . . |

| | | |
|---|---|---|
| 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) | for each and every claim and in the aggregate | |
| 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* | **£5,000,000 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. | **£5,000,000 or as stated below**. . . . . . . . . . . . . . . . . . in respect of each claim, without limit to the number of claims | 12 years |

[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 13 November 2017

- 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:

*condition* to be met — *key date*

**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

**Data provided by the *Consultant***

**Statements given in all contracts**

The *Consultant* is . . . . . .
. . . .
Name . . ..Jacobs UK Ltd . . . .. . . . . . .
. . .
Address . . [redacted] . .
. . . . . .
. . .. . . . . . .
. . .

- The *key persons* are:

  As set out in Consultant's technical and commercial submission to TfL/91312 – HSE Task 21 dated 17 November 2016 . . . . . .
  . . . . . .
  . The *staff rates* are:

  As set out in Consultant's commercial submission to TfL/91312 – HSE Task 21 dated 17 November 2016.

  . . . . . . . . . . . . . . . .

- The following matters will be included in the Risk Register

  As set out in Consultant's technical and commercial submission to TfL/91312 – HSE Task 21 dated 17 November 2016. . . . . .

**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 13 November 2017
  . . . . . .

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

- The programme identified in the Contract Data is .to be submitted within two weeks of todays date . . . . . .
  . . . . . .

**If the *Consultant* states any expenses**

- The *expenses* stated by the *Consultant* are

  Item amount

  No expenses allowed under the framework

  . . . . . . . . . . . . . . . .

**If the *Consultant* requires additional access**

- The *Employer* provides access to the following persons,

  places and things Access to *access date*

. . . .