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**CONSTRUCTION PROFESSIONAL SERVICES FRAMEWORK SCHEDULE 5**

**TEMPLATE CALL OFF AGREEMENT (INCORPORATING THE NEC4 PROFESSIONAL SERVICES CONTRACT JUNE 2017 (INCLUDING AMENDMENTS ISSUED JANUARY 2019 AND OCTOBER 2020) AND CONTRACT DATA**

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**Date 28/01/2025**

**FORM OF AGREEMENT**

**Incorporating the NEC4 Professional Services Contract June 2017 incorporating  
amendments January 2019 and October 2020**

**Between**

**The Secretary of State for Housing, Communities and Local Government**

**And**

**Jacobs UK Limited**

**For the provision of**

**Technical Advisory Services in relation to the Building Safety Programme**

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**THIS AGREEMENT is made the****PARTIES:**

1. **THE SECRETARY OF STATE FOR HOUSING, COMMUNITIES AND LOCAL GOVERNMENT** and whose offices are located at: Fry Building, 2 Marsham Street, London, SW1P 4DF acting as part of the Crown (the "**Client**"); and
2. **JACOBS UK LIMITED** which is a company incorporated in and in accordance with the laws of **England and Wales** (Company No. **02594504** whose registered office address is at **Cottons Centre, Cottons Lane, London, SE1 2QG** (the "**Consultant**").

**BACKGROUND**

- (A) The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the "**Authority**"), established a framework for construction professional services for the benefit of public sector bodies.
- (B) The *Consultant* was appointed to the framework and executed the framework agreement (with reference number RM6165) which is dated 01 October 2021 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) On the 15<sup>th</sup> November 2024 the *Client*, acting as part of the Crown, and in the Framework Agreement is identified as a "Contracting Authority" invited the *Consultant* along with other framework suppliers to tender for the *Client's* construction professional team services requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement).<sup>1</sup>
- (D) On the 11<sup>th</sup> December 2024 the *Consultant* submitted a tender response and was subsequently selected by the *Client* to provide the *service*.
- (E) The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

**IT IS AGREED AS FOLLOWS:**

1. The *Client* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
2. The *Consultant* will Provide the Service in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
3. This contract incorporates the conditions of contract in the form of the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 and incorporating the following Options:  
W2;  
Option X2, X18, X20

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Option Y(UK)2 Y(UK)3

which together with the *additional conditions of contract* specified in Option Z, and the amendments specified in Option Z, form this contract together with the documents referred to in it. References in the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 to "the contract" are references to this contract.

4. This contract and the Framework Agreement is the entire agreement between the parties in relation to the *service* and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.
5. Neither party has been given, nor entered into this contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.
6. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.

**Executed under hand**

[Signed by [NAME OF SIGNATORY] for and on behalf of [NAME OF COMPANY]

.....  
[SIGNATURE]

Date: .....

Signed by ..... for and on behalf of The Secretary of State for Housing, Communities and Local Government.

.....  
SIGNATURE

Date: .....

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# Professional Services Contract

## Contract Data

### Part one – Data provided by the *Client*

**1 General** The *conditions of contract* are the core clauses and the clauses for the following main option, the option for resolving and avoiding disputes and the and secondary Options of the NEC4 Professional Services Contract June 2017 incorporating amendments January 2019 and October 2020.

Main Option E

Option for resolving and avoiding disputes W2

Secondary Options X2, X18, X20, Y(UK)2, Y(UK)3 and Z.

The *service* is as described in the Statement of Requirements (Attachment 3)

The *Client* is *THE SECRETARY OF STATE FOR HOUSING, COMMUNITIES AND LOCAL GOVERNMENT*

*Address for communications* Fry Building, 2 Marsham Street, London, SW1P 4DF

*Address for electronic communications* [ ]

The *Service Manager* is ....., Contract and Performance Manager

*Address for communications* Fry Building, 2 Marsham Street, London, SW1P 4DF

- *Address for electronic communications* .....

The *Scope* is in CPD4128067 Attachment 3 Statement of Requirements.

The *language of the contract* is English.

The *law of the contract* is the law of England and Wales, and the Courts of the country selected above, shall have exclusive jurisdiction with regard to any dispute in connection with this Agreement and the Parties irrevocably agree to submit to the jurisdiction of those courts.

The *period for reply* is two weeks.

The *period for reply* for [ ] is [ ]

The *period for reply* for [ ] is [ ]

The *period for retention* is 6 years following Completion or earlier termination.

The following matters will be included in the Early Warning Register

Not used

Early warning meetings are held at intervals no longer than 4 weeks.

**2 The Consultant's main responsibilities**

**If the Client has identified work which is set 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>
[...]	[...]
[...]	[...]
[...]	[...]

**If Option A is used**

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than 4 weeks

**If Option C or E is used:**

The *Consultant* prepares forecasts of the total *Defined Cost plus Fee and expenses* at intervals no longer than [...] weeks

**3 Time**

The *starting date* is 01 March 2025

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

- access to *access date*
- [...] [...]
- [...] [...]
- [...] [...]

The *Consultant* submits revised programmes at intervals no longer than one month.

**If the Client has decided**

The *completion date* for the whole of the *service* is [...]

the  
~~completion~~  
~~date for~~  
the whole  
of the  
~~service~~

If no  
programm  
e is  
identified  
in part two  
of the  
Contract  
Data

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is 4 weeks

4 Quality  
Managem  
ent

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is 4 weeks

The period between Completion of the whole of the *service* and the *defects date* is 52 weeks.

5 Payment

The *currency of the contract* is the pound sterling (£).

The *assessment interval* is monthly.

If the  
*Client*  
states any  
expenses

The ~~expenses~~ stated by the *Client* are

Item	Amount
[.....]	[.....]
[.....]	[.....]

The *interest rate* is, 2% per annum above the Bank of England base rate in force from time to time.

If the  
period in  
which  
payments  
are made  
is not  
three  
weeks and

The period within which payments are made is [            ]



Y(UK)2 is not used

**If Option C or E is used and the Client states any locations** The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are  
[ ]

**If Option C is used** The *Consultant's* share percentages and the *share ranges* are

<i>share range</i>	<i>Consultant's share percentage</i>
less than [...] %	[...] %
from [...] % to [...] %	[...] %
from [...] % to [...] %	[...] %
greater than [...] %	[...] %

**If Option C or E is used** The *exchange rates* are those published in the Financial Times on the *assessment date* when payment in another currency is included in the Price for Services Provided to Date.

**6 Compensation events**

**If there are additional compensation events** These are additional compensation events  
[ ]

**8 Liability and insurance**

**If there are additional Client liabilities** These are additional *Client* liabilities

- 1 N/A
- 2 N/A
- 3

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

event	cover	Period
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	..... in respect of each claim, without limit to the number of claims except for claims arising out of pollution or contamination, where the minimum amount of cover applies in the aggregate in any one period of insurance and except for claims arising out of asbestos fire safety/cladding claims where a lower level may apply in the aggregate	from the <i>starting date</i> until 6 years following completion of the whole of the <i>service</i> or earlier termination
loss of or damage to property or death of or bodily injury to a person (not an employee of the <i>Consultant</i> ) arising from or in connection with the <i>Consultant</i> Providing the Service	..... in respect of each claim, without limit to the number of claims except for claims arising out of pollution or contamination, where the minimum amount of cover applies in the aggregate in any one period of insurance	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination
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	..... in respect of each claim, without limit to the number of claims except for claims arising out of pollution or contamination, where the minimum amount of cover applies in the aggregate in any one period of insurance	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination
<b><i>If the Client provides insurances from the Insurance table</i></b>	The <i>Client</i> provides these insurances from the insurance table (1) Insurance against N/A Minimum amount of cover is N/A The deductibles are N/A	

**If  
additional  
insurances  
are  
provided**

(2) Insurance against N/A  
Minimum amount of cover is N/A  
The deductibles are N/A

The *Client* provides these additional insurances

(1) Insurance against N/A  
Minimum amount of cover is N/A  
The deductibles are N/A

(2) Insurance against N/A  
Minimum amount of cover is N/A  
The deductibles are N/A

(3) Insurance against N/A  
Minimum amount of cover is N/A  
The deductibles are N/A

The *Consultant* provides these additional insurances

(1) Insurance against N/A  
Minimum amount of cover is N/A  
The deductibles are N/A

(2) Insurance against N/A  
Minimum amount of cover is N/A  
The deductibles are N/A

(3) Insurance against N/A  
Minimum amount of cover is N/A  
The deductibles are N/A

*The Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters, is limited to

.....

**Resolving  
and  
avoiding  
disputes**

The *tribunal* is the courts of England and Wales

**If the  
tribunal is  
arbitration**

~~The arbitration procedure is the London Court of International Arbitration Rules;~~

~~The place where arbitration is to be held is London~~

~~The person or organisation who will choose the arbitrator if the parties cannot agree a choice or if the arbitration procedure does not state who selects and arbitrator is:~~

The *Representatives* of the *Client* are

[ insert name 1 ]

Address for communications [    ]

Address for electronic communications [    ]

[ insert name 2 ]

Address for communications [    ]

Address for electronic communications [    ]

The *Senior Representatives* of the *Client* are

[ insert name 1 ]

Address for communications [    ]

Address for electronic communications [    ]

[ insert name 2 ]

Address for communications [    ]

Address for electronic communications [    ]

The *Adjudicator* is the person agreed by the Parties from the list of *Adjudicators* published by the *Chartered Institute of Arbitrators* or nominated by the *Adjudicator nominating body* in the absence of agreement.

*Address for communications* [ ]

*Address for electronic communications* [ ]

The *Adjudicator nominating body* is the *Royal Institution of Chartered Surveyors*

**Option X1** **If Option X1 is used**  
**Price adjustment for inflation (used only with options A and C)** ~~The proportions used to calculate the Price Adjustment Factor are~~  
 0.[ ] linked to the index for [ ]  
 0.[ ] linked to the index for [ ]  
 0.[ ] linked to the index for [ ]  
 0.[ ] linked to the index for [ ]  
 0.[ ] linked to the index for [ ]  
 0.[ ] linked to the index for [ ]  
 0.[ ] non-adjustable [ ]  
 1.00 [ ]

~~The base date for indices is [ ]~~

~~The *index* is the Consumer Price Index (CPI) as published by the Office for National Statistics. OR [Retail Prices Index] OR [other index]~~

**Option X2** **If Option X2 is used**  
**Changes in the law** *The law of the project* is the law of England and Wales

**Option X3 If Option X3 is used**

**Multiple currencies**

The *Client* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total ——— maximum payment ——— in ——— the currency
1 [...]	[...]	[...]
2 [...]	[...]	[...]
3 [...]	[...]	[...]

The *exchange rates* are those published in [...] on [...] (date)

**Option X5 If Option X5 is used**

**Sectional Completion**

The *completion date* for each *section* of the *service* is

n	section	description	completion date
	1	[...]	[...]
	2	[...]	[...]
	3	[...]	[...]

**Option X6 If Option X6 is used**

**Bonus for early Completion**

The *bonus* for the whole of the *service* is [—] per day.

**If X5 and X6 are used together**

The *bonuses* for each *section* of the *service* are:

section	description	amount per day
1	[...]	[...]
2	[...]	[...]
3	[...]	[...]
	Remainder of the <i>service</i>	[...]

**Option X7**    **If Option X7 is used**  
**Delay**        Delay damages for Completion of the whole of the *service* are [—] per day.  
**damages**

**If X5 and**  
**X7 are**  
**used**  
**together**        Delay damages for each *section* of the *service* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
1	[...]	[...]
2	[...]	[...]
3	[...]	[...]
	Remainder of the <i>services</i>	[...]

**Option X8**    **If Option X8 is used**  
**Undertakin**        The *undertakings to Others* are the collateral warranty agreements in the  
**gs to**                form(s) contained in the *Scope* or if not contained in the *Scope* the form(s)  
**Others**             attached as a Contract Schedule and shall be made in favour of

third party

- [...]
- [...]
- [...]
- [...]

The *subconsultant undertakings to Others* are the subconsultant collateral warranties in the form(s) contained in the *Scope* or if not contained in the *Scope* the form(s) attached as a Contract Schedule and shall be made in favour of the *Client* and

third party

- [...]
- [...]
- [...]
- [...]

**Option X10**    **If Option X10 is used**  
**Informatio**  
**n**  
**modelling**

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**If no information execution plan is identified in part two of the Contract Data** The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is [....]

**Option X12 Multiparty collaboration (not to be used with X20)** If Option X12 is used

The *Promotor* is [—————]

The schedule of Partners is in [—————]

The *Promotor's objective* is [....].

The Partnering Information is in [....].

**X13 Performance bond** If Option X13 is used

The amount of the performance bond is [—————]

**Option X18 Limitation of liability** If Option X18 is used

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to the Prices payable under this Contract.

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to ..... in the aggregate

The *end of liability* date is 6 years after Completion of the whole of the *service*.



**Option X20 If Option X20 is used (but not if Option X12 is also used)**

Key  
performan  
ce  
indicators  
(*not for  
use with  
Option  
X12*)

The *incentive schedule* for Key Performance Indicators is in CPD4128067 Attachment 3 Statement of Requirements.

A report of performance against each Key Performance Indicator is provided at intervals of 6 months.

Where X20 is used, the amount due under clause 50 is adjusted to account for the application of the *incentive schedule*.

**Option Y(UK)1 Project bank account** **If Y(UK)1 is used**

**Charges made and interest paid by the project bank** ~~The *Consultant* is / is not to pay any charges made and to be paid any interest paid by the project bank (delete as applicable)~~

**Option Y(UK)2 The Housing Grants, Construction and Regeneration Act** **If Y(UK)2 is used**

**If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due** The period for payment is 28 days after the date on which a payment becomes due

<p><b>Option Y(UK)3</b>  <b>The Contracts (Rights of Third Parties) Act</b></p>	<p><b>If Y(UK)3 is used</b></p>	<p><b>term</b></p>	<p><b>person or organisation</b></p>
<p><i>Option YUK(3) gives the third parties listed the right to rely on terms of the contract which confer a benefit on them. If it is being used, list the relevant contract conditions and Z clauses under the term heading and the relevant third party under 'person or organisation'. If Y(UK)1 and Y(UK)3 are being used, see below for the relevant contract data entry</i></p>		<p>[list conditions and Z clauses]</p>	<p>[insert name]</p>

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**If Options Y(UK)1 and Y(UK)3 are being used**

<b>term</b>	<b>person or organization</b>
The provisions of Option Y(UK)1	Named Suppliers

**Option Z** The *additional conditions of contract* are:

**Contract Data relating to Z clauses** *The additional conditions of contract are as selected below and as detailed in the appended Standard Boilerplate Amendments.*

**Option Z2 Identified and defined terms**

applies

**Option Z4 Admittance to Client's Premises**

applies

**Option Z5 Prevention of fraud and bribery**

applies

**Option Z6 Equality and diversity**

applies

**Option Z7 Legislation and Official Secrets**

applies

**Option Z8 Conflict of interest**

applies

**Option Z9 Publicity and Branding**

applies

**Option Z10 Freedom of information**

applies

**Option Z13 Confidentiality and Information Sharing**

applies

**Option Z14 Security Requirements**

applies

**Option Z16 Tax Compliance**

applies

**Option Z22 Fair payment**

applies

**Option Z42 The Housing Grants, Construction and Regeneration Act 1996**

applies

**Option Z44 Intellectual Property Rights**

applies

**Option Z45 HMRC Requirements**

does not apply

**Option Z46 MoD DEFCON Requirements**

does not apply

**Option Z47 Small and Medium Sized Enterprises (SMEs)**

does not apply

**Option Z48 Apprenticeships**

applies

**Option Z49 Change of Control**

applies

**Option Z50 Financial Standing**

applies

**Option Z51 Financial Distress**

applies

**Option Z52 Records, audit access and open book data**

applies

**Option Z100 Data Protection**

applies

**Option Z101 Cyber Essentials**

applies

**Other *Additional*** None.  
***conditions of***  
***contract***

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**Part two – Data provided by the *Consultant***

**1 Statements given in all contracts**    The *Consultant* is Jacobs U.K. Limited  
Address for communications is Jacobs, .....

Address for electronic communications is .....

The ~~fee percentage~~ is [ ]%

Name: .....

Job: Project Management Director

Responsibilities: .....

The following matters ~~will be included in the Early Warning Register~~  
~~[...]~~.

**2 The *Consultant's* main responsibilities**    Delivery of technical services in line with requirements issued via task orders

**If the *Consultant* is to provide the Scope**    n/a

**3 Time**

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

**If the *Consultant* is to decide the completion date for the whole of the service**    The *completion date* for the whole of the *service* is 26<sup>th</sup> February 2027, with the option to extend to 28<sup>th</sup> February 2028, and to 28<sup>th</sup> February 2029.

**5 Payment**

**If the *Consultant* states any expenses**    Rechargeable expenses to be pre-agreed with the Client, in line with *MHCLG expense policy*

**If Option A or C is used**    ~~The activity schedule is~~  
The tendered total of the Prices is

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**Resolving and avoiding disputes** The *Representatives* of the *Consultant* are  
.....  
*Jacobs*, .....

**Option X10 Information modelling** **If Option X10 is used**

**If an *information execution plan* is to be identified in the Contract Data** The Information Execution Plan identified in the Contract Data is not applicable

~~**Option Y(UK)1 Project bank account** **If Option Y(UK)1 is used**~~

~~The *project bank* is [ ]  
*named suppliers* are [ ]~~

**Data for the Schedule of Cost Components (used only with Options C and E)** Please see below the rates for our team

Should additional team members be required these individuals and their rates will be agreed with MHCLG.

~~The *overhead percentages* for the cost of support people and office overhead are~~

<del>location</del>	<del>overhead percentage</del>
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]

**Data for the Short Schedule of Cost** n/a



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**Components (used  
only with Option A)**

The ~~people~~ rates are:

Category of person	Unit	Rate
[ ]	[ ]	[ ]
[ ]	[ ]	[ ]
[ ]	[ ]	[ ]