

**Crown Commercial Service**

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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: 13 December 2023**

**FORM OF AGREEMENT**

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

**Between**

**The Department for Environment, Food and Rural Affairs. And**

**Turner & Townsend Project Management Ltd**

**For the provision of**

**Interim Cost Management in Support of SCAH Programme.**

**THIS AGREEMENT is made on the 1st day of December 2023.**

**PARTIES:**

1. **Department for Environment, Food and Rural Affairs** whose offices are [REDACTED]
2. **Turner & Townsend Project Management Ltd** which is a company incorporated [REDACTED]

**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 3<sup>rd</sup> November 2021 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) 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 their 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:

[REDACTED]

Option for resolving and avoiding disputes W1

[REDACTED]

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.

1. 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 verbal) relating thereto.



2. 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.
3. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.
4. The parties hereby agree that Core Clause 82.1 shall be amended as follows: insert 'reasonable' before 'cost'.
5. The parties hereby agree that Core Clause 82.2 shall be amended as follows: insert 'reasonable' before 'cost'.
6. The parties hereby agree that Core Clause 11.2 shall be amended as follows: insert new term "(24) People Rates are the *people rates* unless later changed in accordance with this Contract."
7. The parties hereby agree that the Schedule of Cost Components shall be amended as follows:

In the Schedule of Cost Components before the people component and after the third bullet point insert the following:

"If an amount could be included in more than one cost component, the *Consultant* notifies the *Service Manager* and proposes which component to include the amount in. The *Service Manager*

- agrees with the Consultant's proposal or
- determines which component to include the amount in."

In the Schedule of Cost Components delete Section 1 "People" in its entirety and replace with:

<b>"People</b>	<b>1</b>	The following components of the cost of people who are employed or provided by the <i>Consultant</i> (including its suppliers and Subcontractors and their employees and suppliers) and who are providing part of the <i>service</i> .
	11	A cost calculated by multiplying each of the People Rates by the total time appropriate to that rate properly spent and recorded on work in the contract. Time recorded is shown in the <i>Consultant's</i> time recording system."

8. The parties hereby agree that Clause Z44 (70.1 Standard Boilerplate Amendments) shall be amended as follows: Line 3 delete 'irrevocable'.
9. The parties hereby agree that Clause Z44 (70.9 Standard Boilerplate Amendments) shall be amended to read as follows:

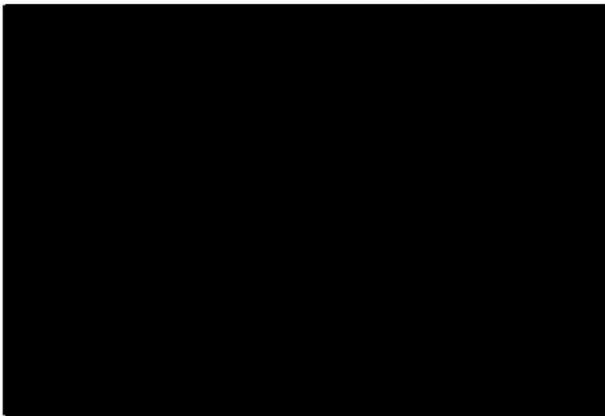
'In carrying out the service the *Consultant* does not infringe any Intellectual Property Rights of any third party. The *Consultant* shall be liable to the *Client* for claims, proceedings, compensation and costs reasonably and directly arising from an infringement or alleged infringement of the Intellectual Property Rights of any third party and for which the *Consultant* has a legal liability. For the avoidance of doubt the *Consultant* shall not be held liable for special, indirect or consequential claims, demands, actions or proceedings of whatsoever nature, howsoever arising.'

**Executed under hand**



[SIGNATURE]

Title: Commercial Manager



Turner & Townsend Cost Management

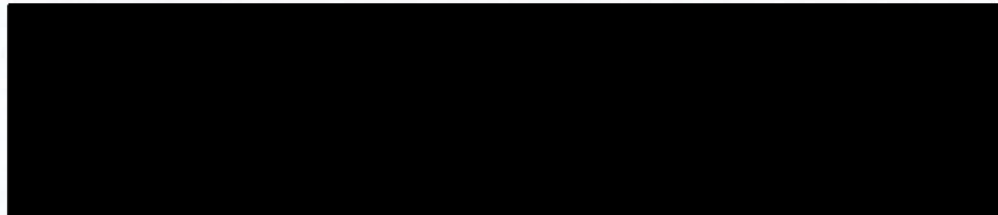


# Professional Services Contract

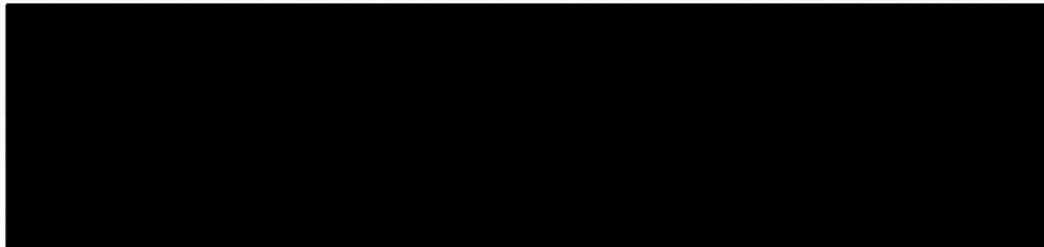
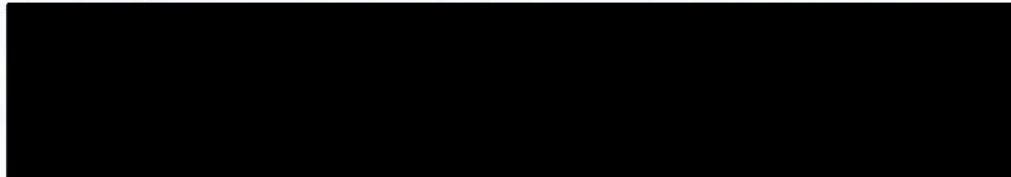
## Contract Data

### 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 secondary Options of the NEC4 Professional Services Contract June 2017 incorporating amendments January 2019 and October 2020.



The *service* is Interim Cost Management Services to Support the SCAH Programme



The *Scope* is in Schedule 1: Schedule of Services

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 retention* is 6 years following Completion or earlier termination.

The following matters will be included in the Early Warning Register

Early warning meetings are held at intervals no longer than monthly.

## 2 The Consultant's main responsibilities

<b>If the Client has identified work which is set to meet a stated condition by a key date</b>	The <i>key dates</i> and <i>conditions</i> to be met are <i>condition</i> to be met Not applicable
<b>If Option A is used</b>	Not applicable
<b>If Option C or E is used:</b>	The <i>Consultant</i> prepares forecasts of the total Defined Cost plus Fee and <i>expenses</i> at intervals no longer than 1 calendar month.
<b>3 Time</b>	<p>The <i>starting date</i> is 18 December 2023</p> <p>The <i>Client</i> provides access to the following persons, places and things</p> <p>The <i>Consultant</i> submits revised programmes at intervals no longer than monthly</p>
<b>If the Client has decided the completion date for the whole of the service</b>	The <i>completion date</i> for the whole of the <i>service</i> is 30th November 2024
<b>If no programme is identified in part two of the Contract Data</b>	The period after the Contract Date within which the <i>Consultant</i> is to submit a first programme for acceptance is 4 weeks

## 4 Quality Management

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, 3% 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 Y(UK)2 is not used**

The period within which payments are made is monthly.

**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

Not applicable

**If Option C is used**

The *Consultant's* share percentages and the *share ranges* are

Not applicable

**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: N/A

## **8 Liability and insurance**

**If there are additional Client liabilities**

These are additional *Client* liabilities: N/A

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

event

cover

Period

The *Consultant's* failure to use the skill and care normally used by professionals providing services similar to the *service*

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 *starting date* until 6 years following completion of the whole of the *service* or earlier termination

loss of or damage to property or death of or bodily injury to a person (not an employee of the *Consultant*) arising from or in connection with the *Consultant* Providing the Service

As required under Framework Agreement

from the *starting date* until all notified Defects have been corrected or earlier termination

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

As required under Framework Agreement

from the *starting date* until all notified Defects have been corrected or earlier termination

***If the Client provides insurances from the Insurance table***

The *Client* provides these insurances from the insurance table

(1) Insurance against

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

***If additional insurances are provided***

The *Client* provides these additional insurances: N/A

The *Consultant* provides these additional insurances: 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 [REDACTED] and every claim*

**Resolving and  
avoiding disputes**

The *tribunal* is arbitration

**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: Institution of Civil Engineers

[REDACTED]

[REDACTED]

[REDACTED]

The *Senior Representative* of the *Client* is

[REDACTED]

*Address for electronic communications*

[REDACTED]



The *Adjudicator* is the person agreed by the Parties from the list of *Adjudicators* published by the Institution of Civil Engineers or nominated by the *Adjudicator nominating body* in the absence of agreement.

*Address for communications*    *Institution of Civil Engineers*

*One Great George Street*

*Westminster*

*London*

*SW1P 3AA*

*Address for electronic communications*



The *Adjudicator nominating body* is the *Institution of Civil Engineers*

**Option X1 Price  
adjustment for  
inflation (used  
only with options  
A and C)**

**If Option X1 is used**

Not applicable

**Option X2  
Changes in the  
law**

**If Option X2 is used**

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

**Option X3 Multiple  
currencies**

**If Option X3 is used**

Not applicable

**Option X5  
Sectional  
Completion**

**If Option X5 is used**

Not applicable

**Option X6 Bonus  
for early  
Completion**

**If Option X6 is used**

Not applicable

***If X5 and X6 are  
used together***

Not applicable



Option X7 Delay damages      If Option X7 is used  
Not applicable

If X5 and X7 are used together      Not applicable

Option X8 Undertakings to Others      If Option X8 is used

Option X10 Information modelling      If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data      Not applicable

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

X13 Performance bond      If Option X13 is used  
Not applicable

Option X18 Limitation of liability      If Option X18 is used

The *Consultant's* liability to the *Client* for indirect or consequential loss is excluded.

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to [REDACTED] for each and every claim

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

Option X20 Key performance indicators (*not for use with Option X12*)      If Option X20 is used (but not if Option X12 is also used)  
Not applicable

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

**Charges made  
and interest paid  
by the project  
bank** Not 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** Not applicable

**Option Y(UK)3 The  
Contracts (Rights  
of Third Parties)  
Act** If Y(UK)3 is used

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

**Contract Data** The additional conditions of contract are as selected below and as  
**relating to Z clauses** 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

<b>Option Z10</b>	<b>Freedom of information</b>	applies
<b>Option Z13</b>	<b>Confidentiality and Information Sharing</b>	applies
<b>Option Z14</b>	<b>Security Requirements</b>	applies
<b>Option Z16</b>	<b>Tax Compliance</b>	applies
<b>Option Z22</b>	<b>Fair payment</b>	applies
<b>Option Z42</b>	<b>The Housing Grants, Construction and Regeneration Act 1996</b>	does not apply
<b>Option Z44</b>	<b>Intellectual Property Rights</b>	applies
<b>Option Z45</b>	<b>HMRC Requirements</b>	does not apply
<b>Option Z46</b>	<b>MoD DEFCON Requirements</b>	does not apply
<b>Option Z47</b>	<b>Small and Medium Sized Enterprises (SMEs)</b>	does not apply
<b>Option Z48</b>	<b>Apprenticeships</b>	applies
<b>Option Z49</b>	<b>Change of Control</b>	applies
<b>Option Z50</b>	<b>Financial Standing</b>	applies
<b>Option Z51</b>	<b>Financial Distress</b>	applies
<b>Option Z52</b>	<b>Records, audit access and open book data</b>	applies
<b>Option Z100</b>	<b>Data Protection</b>	



applies

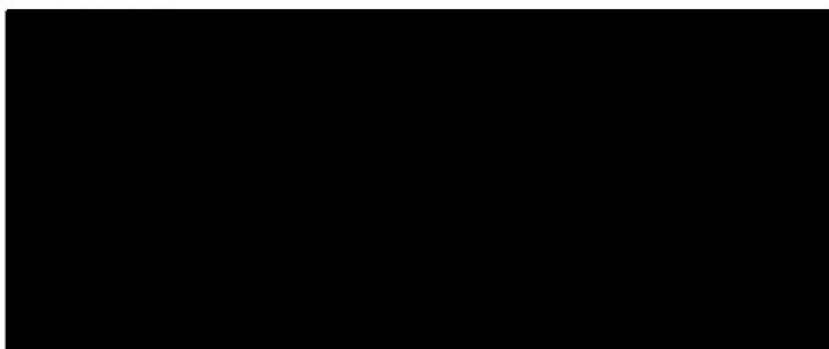
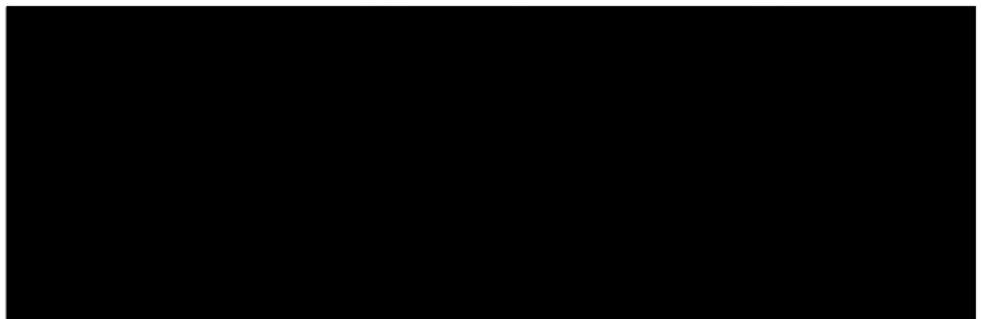
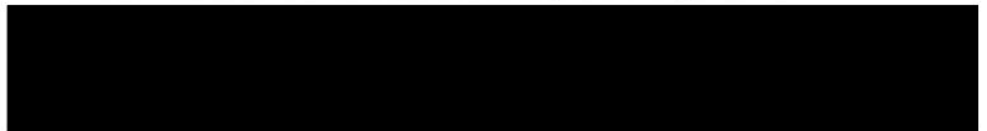
**Option Z101 Cyber Essentials**

applies

**Other *Additional*  
*conditions of*  
*contract***

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

**1 Statements given  
in all contracts** The *Consultant* is Turner & Townsend Project Management Ltd



The following matters will be included in the Early Warning Register

Not applicable

**2 The *Consultant's*  
main responsibilities**

**If the *Consultant* is  
to provide the Scope** The Scope provided by the *Consultant* is in: N/A



**3 Time**

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

The programme identified in the Contract Data is 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 N/A

**5 Payment**

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

The *expenses* stated by the *Consultant* are

• item	• amount
• tba	• tba

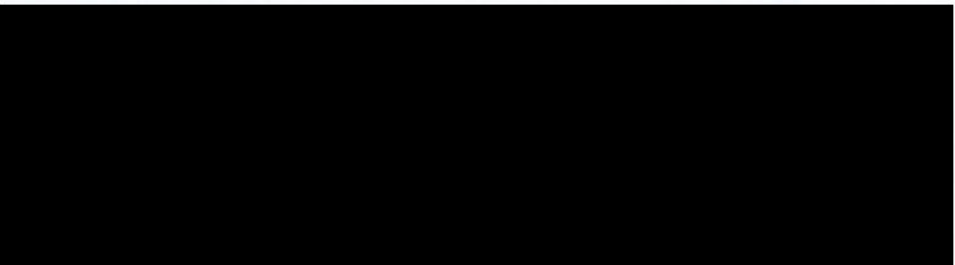
**If Option A or C is used**

The *activity schedule* is n/a

The tendered total of the Prices is £n/a

**Resolving and avoiding disputes**

The *Representatives* of the *Consultant* are



The *Senior Representatives* of the *Consultant* are

*Not Applicable*

**Option X10  
Information  
modelling**

**If Option X10 is used**

*[Include if 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

*[Include if used]*

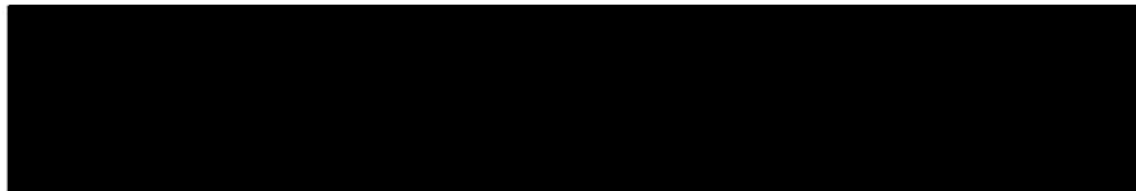
The *project bank* is Not Applicable

*named suppliers* are Not Applicable

**Data for the  
Schedule of Cost  
Components (used  
only with Options A  
and C)**



**Data for the  
Schedule of Cost  
Components**



## Schedule 1 – Schedule of Services



Department  
for Environment  
Food & Rural Affairs

# SCAH Programme

## Interim Cost Management

### Schedule 1: Schedule of Services

Date: 15<sup>th</sup> November 2023





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## Revision History

Description	Version	Date
1 <sup>st</sup> Draft	1	15/11/2023
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## Document Authors

Name	Title
[REDACTED]	Contract Manager
[REDACTED]	

## Document Reviewers

Name	Title	Date	Version
[REDACTED]	Commercial Manager	15/11/2023	2

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## 1. PURPOSE

The purpose of this document is to set out the interim SCAH Programme Cost Management (CM) support Schedule of Services (SoS).

The SoS is to be provided by the Interim Cost Management supplier on an interim basis up to the appointment by the SCAH Programme of a permanent Cost Management Supplier following a period of mobilisation and transition planning.

The Interim Cost Management supplier will be required to undertake a period of handover between the interim and permanent cost management consultants to ensure that critical workstreams are not impacted by a change in supplier.

## 2. OVERVIEW

The accountable person(s) for the above are:

- 

The consultant will be required to provide and undertake cost management advice, input and support to the SCAH Programme as instructed. The list of services below provides the services required by this contract.

## 3. SCAH PROGRAMME

The Consultants shall provide the following services:

- Programme level cost control and reporting
- Development of the inputs to PBC2 submission and its associated cost options. To include benchmarking, and cost management approach to risk, inflation and other cost drivers that could impact the programme cost.
- Cost management including cost planning & estimation to support the development of cost models to support PBC2, including science hub, infrastructure and place making scope - including the management of project budget allowances
- Support and assist in the review of Intelligent Client Function (ICF) cost
- Project Cost control and reporting on PR23, PR27 and PR28
- Programme risk estimating including QCRA based on cost and schedule.
- Ad-Hoc Cost management support to advise the Programme on the structure and delivery of the programme
- Support in the establishment of operating model associated with cost, finance and commercial functions.
- Attendance at any necessary meetings
- Provision of deliverables including monthly reports and inputs to the SCAH finance management team
- Transition / handover of all cost management services and knowledge, assumptions, ongoing activities, deliverables, processes and reporting to the "Delivery Partner".
- Following completion of cost consultancy services necessary to support the submission of the SCAH PBC 2.0 the Consultant may be asked to provide services up to PBC 2.0 approval. The services provided between PBC 2.0 submission and PBC 2.0 approval will be limited to supporting the programme with questions, queries, responding to challenges and provision of additional information as required. The services are to be generally ad-hoc in nature and may require reach back to specialists and members of the Consultants team with deep knowledge and understanding of the SCAH programme and PBC 2.0 costings.



#### 4. OTHER

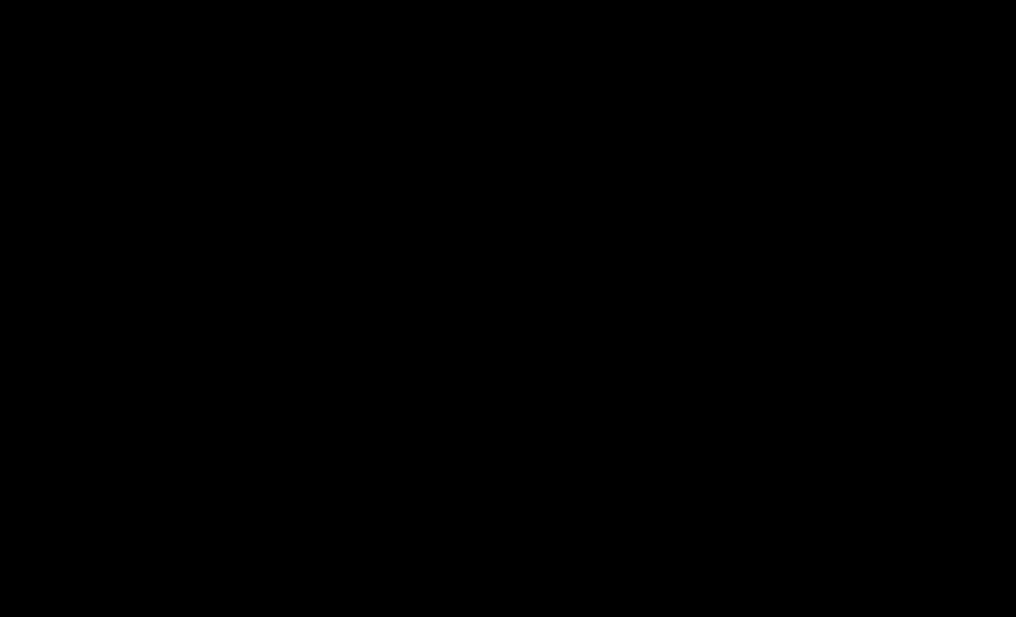
Provide monthly cost reporting for the contract showing fee expended and forecast costs to completion based on known scope with detail of work completed. Attendance and weekly and monthly progressing meetings as requested by the client, providing input as required.

#### 5. END OF INTERIM TERM HANDOVER.

The Consultant shall produce an exit plan within the first month of the contract start date and suitable briefing material to enable effective mobilisation of the future Delivery Partner contract. The Exit plan should define the actions that shall be taken to ensure a seamless transition with the Delivery Partner and should cover Exit plan and unplanned / unforeseen Exit.

The Exit Plan shall detail as a minimum:

- How Exit data information list to be obtained (Authority data and any other material and information which the Delivery Partner and/or Authority shall reasonably require to assist with a successful exit).
- The management structure to be employed during both transfer and cessation of the Services.
- A detailed description of both the transfer and cessation processes, including a timetable.
- How the Services/Deliverables will transfer to the Replacement Supplier and/or the Authority, including details of the Hand-over procedures, treatment of Intellectual Property, data to be transferred, processes, documentation, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable)
- How each of the issues set out in the Exit plan will be addressed to facilitate the transition of the Services from the Consultant to the Delivery Partner and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the transition
- Proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Services/Deliverables following the Expiry Date
- Proposals for the identification and return of all Authority Property in the possession of and/or control of the Supplier or any third party and proposals for the disposal of any redundant Deliverables and materials.
- Items/Data that are not required to be transferred back – confirmation and evidence (if required) that they have been appropriately removed/destroyed.





**Schedule 3 – Standard Boilerplate Clauses**

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# STANDARD 'BOILERPLATE' AMENDMENTS

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NEC4 PSC JUNE 2017 (including amendments issued JANUARY 2019 and  
OCTOBER 2020)

[ ] 2021

CABINET OFFICE

Crown Commercial Service

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