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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**Commence Date – Monday 1st September 2025**

**End Date – Friday 31st March 2028**

**FORM OF AGREEMENT**

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

**Between**

**Ministry of Defence**

**And**

***[Redacted]***

**For the provision of**

**AERODROME OBSTACLE SURVEY (CAP232 AND CAP1732)**

**3 YEAR PROGRAMME**

**FY 25-26, 26-27, 27-28**

**INCORPORATING RADIO SITE PROTECTION SURVEY PROGRAMME**

**THIS AGREEMENT is made the 1st September 2025.**

**PARTIES:**

1.The Defence Infrastucture Organisation (DIO) acting as part of the Secretary of the Date of Defence (the "*Client*"); and

2. ***[Redacted]*** which is a company incorporated in and in accordance with the laws of England (Company No. 01777946) whose registered office address is at ***[Redacted].***

**BACKGROUND**

1. 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.
2. The *Consultant* was appointed to the framework and executed the framework agreement (with reference number RM6242) which is dated 1st September 2025 (the “Framework Agreement”). In the Framework Agreement, the Consultant is identified as the “Supplier”.
3. On the *8thJuly 2025* 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).]1
4. On the *29th July 2025* the *Consultant* submitted a tender response and was subsequently selected by the *Client* to provide the *service*.
5. The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

**IT IS AGREED AS FOLLOWS:**

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.

The *Consultant* will Provide the Service in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.

* 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: W1. X2. X20 and 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.
* 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.

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.

Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.

**Executed under hand**

Signed for and on behalf of the client by an authorised representative:

***[Redacted]***

[SIGNATURE OF DIRECTOR]

Name: ***[Redacted]***

Date: 1 September 2025

Signed for and on behalf of Pell Frischmann Consultants Limited:

***[Redacted]***

[SIGNATURE OF DIRECTOR]

Name and Title: ***[Redacted]***

Date: 19th AUGUST 2025

**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 AOption for resolving and avoiding disputes W1Secondary Options X2, X20, Y(UK)3 and Z Clauses listed within this documentation |
|  | The *service* is: For the Provision of Aerodrome Obstacle Surveys (CAP232 and CAP1732). Three Year Programme for Financial Years 25/28, including Radio Site Protection Survey ProgrammeThe *Client* is: Defence Infrastructure Organisation (DIO) acting as part of the Secretary of State Defence*Address for communication:****[Redacted]****Address for electronic communications (at ITT Stage): CCS Esouring Tool* |
|  | The Project *Manager* is ***[Redacted]****Address for communications:****[Redacted]****Address for electronic communications:* ***[Redacted]*** |
|  | The Scope is per the Statement of Requirement. |
|  | 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. Where legislation is expressly mentioned in this Call Off Contract the legislation of the country selected here, shall have the effect of substituting the equivalent country’s legislation.The *period for retention* is 6 years following Completion or earlier termination. |
| 2 The *Consultant’s* main responsibilities | The *key dates* and *conditions* to be met are *condition* to be met are defined in the Statement of Requirement |
| If Option A is used | The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than 4 weeks |
| 3 Time | *The starting date* is 1st September 2025The *end date* is 31st March 2028 |
|  | The *Client* provides access to the sites as specified in the Statement of Requirement |
|  | The *completion* date for the whole of the *service* for Year One is 31 March 2026 |
| 4 Quality Management | The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is N/A |
| 5 Payment | The *currency of the contract* is the pound sterling (£).Payments are due on the completion of each site. All expense’s including those for travel and subsistence are to be included in the Firm Price. Expense’s for working on overseas sites may be claimed at cost. The *interest rate* is 3% per annum above the Bank of England base rate in force from time to time. |
| 6 Compensation events | If there are additional compensation events Follow NEC4 process. |
| 8 Liability and insurance  | 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* | £10,000,000 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 *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 RM6242 – Joint Schedule 3 Insurance  | 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 RM6242 – Joint Schedule 3 Insurance | from the *starting date* until all notified Defects have been corrected or earlier termination |
|  | *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 £10, 000,000 in the aggregate save that lower aggregate limits shall apply for asbestos and fire safety notifications claims at £1.000.000. |
| 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 LondonThe 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 |
|  | The *Adjudicator* is the person agreed by the Parties from the list of *Adjudicator*s published by the Institution of Civil Engineers or nominated by the *Adjudicator nominating body* in the absence of agreement. |
| Option X20 Key performance indicators  | **If Option X20 is used:***The* *incentive schedule* for Key Performance Indicators shall be:1. Reports are to be provided in the format of the Statement of Requirement.
2. Raw data shall be provided in an excel format for each device and an excel spreadsheet produced as per the Statement of Requirement.

Surveys and Deliverables are to be completed in the timeline as states in the Statement of Requirement or as per amended Programme as agreed in advance with the DIO Project Lead – ***[Redacted]***1. Incentive shall be further work awarded for Option Year Two to Option Year 3, in the event that the above Key Performance Indicators are met.

The Key Performance Indicators shall be monitored by both the DIO Project Lead and DIO Commercial.  |
| Option Y(UK)3 The Contracts (Rights of Third Parties) Act | **If Y(UK)3 is used**

|  |  |
| --- | --- |
|  **term** |  **person or organisation** |
| As per the terms defined within this contract.  | Named subcontractors |

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

|  |  |
| --- | --- |
| 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**Does not apply |
| Option Z44 | **Intellectual Property Rights**applies |
| Option Z45 | **HMRC Requirements**applies |
| Option Z46 | **MoD DEFCON Requirements**applies |
| 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 conditions of contract* | DPS Schedule 1 – Statement of RequirementDPS Schedule 3 – PricingDPS Schedule 5 – Management Levey and Information DPS Schedule 9 – Cyber Essentials DPS Order Schedule 1 – Transparency DPS Order Schedule 3 – Continuous Improvements DPS Order Schedule 7 – Key Supplier Staff DPS Order Schedule 8 – Business Continuity and Disaster Recovery DPS Order Schedule 14 – Services Levels DPS Order Schedule 15 – Order Contract ManagementDPS Order Schedule 16 – Benchmarking DPS Order Schedule 17 – MoD Terms (DEFCONS) DPS Order Schedule 18 – Background Checks Joint Schedule 1 – Definitions Joint Schedule 3 – Insurance Requirements Joint Schedule 4 – Commercially Sensitive Information Joint Schedule 5 – Corporate Social Responsibility Joint Schedule 6 – Key Subcontractors Joint Schedule 10 – Rectification Plan |

|  |
| --- |
| Part two – Data provided by the *Consultant* |
| 1 Statements given in all contracts | The Consultant is ***[Redacted]*** |
|  | The *fee percentage* is N/A |
|  | The *key persons* are***[Redacted]*** |
|  | The following matters will be included in the Early Warning Register – N/A |
| 2 The *Consultant’s* main responsibilities |  |
| 3 Time |  |
| If a programme is to be identified in the Contract Data | The programme identified in the Contract Data is: Provisional Programme 25-26Provisional Programme 26-27Provisional Programme 27-28 |
| 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 – 31st March 2028 |
| 5 Payment |  |
| **If the *Consultant* states any *expenses*** | The *expenses* stated by the *Consultant* are

|  |  |
| --- | --- |
| * **item**
 | * **amount**
 |
| * N/A
 | * N/A
 |

 |
|  |  |
| **If Option A or C is used**  | The *activity schedule* is included in the Pricing Schedule complete by the supplier. – Attached in Annex A.The tendered total of the Prices is **£*[Redacted]*** |
| **Resolving and avoiding disputes** | The *Representatives* of the *Consultant* are***[Redacted]******[Redacted]*** |
|  | ***[Redacted]*** |
| Data for the Schedule of Cost Components (used only with Options C and E) |  |
|  | The *overhead percentages* for the cost of support people and office overhead arelocation  *overhead percentage*N/A  |
| Data for the Short Schedule of Cost Components (used only with Option A) |  |
|  | The *people rates* are:Category of person Unit RateN/A  |

Annex A – Pricing Schedule

2025/2026

***[Redacted]***

2026/2027

***[Redacted]***

2027/2028

***[Redacted]***