

**Crown Commercial Service**

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**CONSTRUCTION PROFESSIONAL services framework schedule 5**

**template call off agreement (INCORPORATING THE nec4 professional services SHORT contract JUNE 2017 (including amendments issued january 2019 and october 2020) AND contract data**

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**Date.......25/03/2025..........**

**FORM OF AGREEMENT**

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

**Between**

**Government Property Agency**

**And**

**Turner & Townsend Project Management Limited**

**For the provision of**

**Service Management for GPA’s NEC4 Professional Services Contracts**

**CCS Contract Ref: CPS1-38459-2025**

**Proactis Ref: C1001149**

**THIS AGREEMENT is made the 25/03/2025**

**PARTIES:**

1. **Government Property Agency GOVERNMENT PROPERTY AGENCY** of 23 Stephenson Street Birmingham B2 4BH ("**GPA**") (the "***Client***"); and
2. **Turner & Townsend Project Management Limited** incorporated and registered in England and Wales with company number 02165592 whose registered office is at Low Hall, Calverley Lane, Horsforth, Leeds, West Yorkshire, LS18 4GH ("**T&T**") (the "***Consultant***").

**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 RM6165) which is dated 01 October 2021 (the “**Framework Agreement**”). In the Framework Agreement, the Consultant is identified as the “Supplier”.
3. 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 Short Contract June 2017 Edition incorporating amendments January 2019 and October 2020 and incorporating the additional conditions specified in the Client’s Contract Data, which form this contract together with the documents referred to in it. References in the NEC4 Professional Services Short 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 are 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**

**EXECUTED (**but not delivered until the date hereof) **underhand as an authorised signatory by GOVERNMENT PROPERTY AGENCY** an executive agency of the cabinet office acting by authorised signatory **Redacted under the FOIA Section 40, Personal Information:**

Signed by **Redacted under the FOIA Section 40, Personal Information** for and on behalf of Government Property Agency

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

Director

Date

email: **Redacted under the FOIA Section 40, Personal Information**

**And**

**EXECUTED** (but not delivered until the date hereof) underhand by Turner & Townsend Project Management Limited by **Redacted under the FOIA Section 40, Personal Information** acting as an authorised signatory:

Signed by **Redacted under the FOIA Section 40, Personal Information** for and on behalf of Turner & Townsend Project Management Limited

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

Director

Date

email: **Redacted under the FOIA Section 40, Personal Information**

|  |
| --- |
| nec4 Professional Service |

Short Contract

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| --- | --- |
| **A contract between** | Government Property Agency |
|  |  |
| **and** | Turner & Townsend Project Management Limited |
|  |  |
| **for** | The provision of Service Manager on the contract(s) for NEC 4 PSC with our supply chain partners |

Contract Forms

Contract Data

The *Consultant’s* Offer

Price List

Scope

**Notes about the contract are printed in boxes like this one. They are not part of the contract**

|  |
| --- |
| Contract Data |
| The *Client’s* Contract Data |

The *Client* is

|  |  |  |
| --- | --- | --- |
| Name | Government Property Agency | |
|  |  | |
| Address for communications | GPA, 9th Floor,  23 Stephenson Street,  Birmingham,  B2 4BJ | |
|  |  | |
| Address for electronic communications | **Redacted under the FOIA Section 40, Personal Information** | |
|  |  | |
| The service is | Service Manager for NEC4 PSC Supply Chain Partners | |
| q |  | |
| The starting date is | 27 Jan 2025 | |
|  |  | |
| The completion date is | 27/09/2025 | |
|  |  | |
| The delay damages are | 0.00 | per day |
|  |  | |
| The *law of the contract* is | English Law | |
|  |  |  |
| The *period for reply* is | 2 | weeks |
|  |  |  |
| The *defects date* is | 52 | weeks after Completion |
|  |  |  |
| The *assessment date* is the | First Monday | of each month |
|  |  |  |
|  | | |
|  | | |
|  | | |
|  | | |
|  | The *Adjudicator* is: | |
|  |  | |
| Name | To Be confirmed | |
|  |  | |
| Address for communications | **Redacted under the FOIA Section 40, Personal Information** | |
|  |  | |
| Address for electronic communications | TBA between the parties at the time of arbitration | |

|  |
| --- |
| Contract Data |
| The *Client’s* Contract Data |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| The interest rate on late payments is | | 0 | % per complete week of delay | |
| **Insert a rate only if a rate less than 0.5% per week of delay has been agreed.** | | | | |
|  |  | | | |
| The *Client* provides this insurance | Client does not need to provide insurance levels as a representative of the Crown | | | |
|  |  | | | |
| **Only enter details here if the *Client* is to provide insurance.** | | | | |
|  |  | | | |
| The *Consultant* provides the following insurance cover | | | | |
| q |  | | | |
| **INSURANCE AGAINST** | **MINIMUM AMOUNT OF COVER** | | | **PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION** |
| Liability of the *Consultant* for claims made against it arising out of the *Consultant's* failure to use the skill and care normally used by professionals providing services similar to the service. | £ **Redacted under the FOIA Section 43, Commercial Information** in respect of each claim, without limit to the number of claims | | | **6 years** |
| Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the *Consultant)* arising from or in connection with the *Consultant* Providing the Service | £ **Redacted under the FOIA Section 43, Commercial Information** in respect of each claim, without limit to the number of claims | | | **6 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 the contract | As required by UK Law in respect of each claim, without limit to the number of claims | | | **6 years** |
|  | | | | |

|  |  |
| --- | --- |
| The *Consultant’s* total liability to the *Client* which arises under or in connection with the contract is limited to | **Redacted under the FOIA Section 43, Commercial Information** |
|  |  |
| The *Adjudicator nominating body* is: | To be agreed by both parties |
|  |  |
| The *tribunal* is: | arbitration |

|  |  |
| --- | --- |
|  |  |
| If the *tribunal* is arbitration, the arbitration procedure is | As included in the FAC-1 Construction Professional Services framework agreement (RM6165) |

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| Contract Data |
| The *Client’s* Contract Data |

The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 incorporating amendments January 2019 and October 2020 and the following additional conditions

|  |
| --- |
| **Only enter details here if additional conditions are required** |
|  |
| **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 Z26 Building Information Modelling**  Does not apply  **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**  does not apply  **Option Z47 Small and Medium Sized Enterprises (SMEs)**  does not apply  **Option Z48 Apprenticeships**  does not apply  **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**  GPA and Turner & Townsend Contract Services Limited NDA |
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| Contract Data |
| The *Consultant’s* Contract Data |

The *Consultant* is

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Turner & Townsend Project Management Limited | | |
|  |  | | |
| Address for communications | Low Hall, Calverley Lane, Horsforth, Leeds, West Yorkshire, LS18 4GH, | | |
|  |  | | |
| Address for electronic communications | **Redacted under the FOIA Section 40, Personal Information** | | |
|  |  | | |
| The service is | NEC 4 PSC Service Management Administering the GPA Professional Services Contracts | | |
| q |  | | |
| The starting date is | 27th January 2025 | | |
|  |  | | |
| The completion date is | 27/09/2025 or until such time as needed and the work has completed | | |
|  |  | | |
| The delay damages are | 0 | | per day |
|  |  | | |
| The *fee percentage is* | 0 | % | |
| The *people rates* are |  | |  |
| category of person | Grade | | rate |
|  |  | |  |
| Consultant: **Redacted under the FOIA Section 40, Personal Information** | Associate Director (G6) | | £ **Redacted under the FOIA Section 43, Commercial Information** |
|  |  | |  |
| Director: **Redacted under the FOIA Section 40, Personal Information** | Director (SCS1) | | £**Redacted under the FOIA Section 43, Commercial Information** |
|  |  | |  |
| Specialist: **Redacted under the FOIA Section 40, Personal Information** | Director | | £ **Redacted under the FOIA Section 43, Commercial Information** |
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I**f the work is to be carried out on a time change basis the *Consultant* includes *people rates* for its own people as well as people provided by a subcontractor**

The *key persons* are

|  |  |
| --- | --- |
| Name | **Redacted under the FOIA Section 40, Personal Information** |
| Job | **Consultant** |
| Responsibilities |  |
| Qualifications |  |
| Experience |  |

|  |  |
| --- | --- |
| Name | **Redacted under the FOIA Section 40, Personal Information** |
| Job | **Director** |
| Responsibilities |  |
| Qualifications |  |
| Experience |  |
|  |  |
| Name | **Redacted under the FOIA Section 40, Personal Information** |
| Job | **NEC Contract Specialist** |
| Responsibilities |  |
| Qualifications |  |
| Experience |  |

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| The *Consultant’s* Offer |

The *Consultant* offers to Provide the Service in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

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| --- | --- | --- | --- |
| The offered total of the prices is | |  | **Redacted under the FOIA Section 43, Commercial Information** |
|  | |  | |
|  | **Enter the total of the Prices from the Price List. If all work is to be carried out on a time charge basis, enter ‘Not Applicable’** | | |

The proposed budget for Phase 1 is £ **Redacted under the FOIA Section 43, Commercial Information** and Proposal for Phase 2 of the engagement is **Redacted under the FOIA Section 43, Commercial Information**. Additionally, there is an optional budget of **Redacted under the FOIA Section 43, Commercial Information** for training requirements.

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| Price List |

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| --- | --- |
| |  | | --- | | 1. **“The contract does not provide for the *Consultant* to be paid on a mixture of time charge and Prices and one or the other must be selected. If the work is to be paid on a time charge basis, only expenses should be included. No other entries should be made in the Price List. If the *Consultant* is to be paid on a priced basis the entries in the first four columns are made by either the *Client* or the tenderer.** |  1. **For each row:**  * **If the *Consultant* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.** * **If the *Consultant* is to be paid an amount for the item of work and which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.**  1. **Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and** 2. **Prices and the People Rates. If expenses are paid at cost, then 'at cost' should be entered into** 3. **the Rate column.**   **Delete or strike through unused rows.** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM NUMBER** | **DESCRIPTION** | **UNIT** | **EXPECTED QUANTITY** | **RATE** | **PRICE** |
| **Phase 1** | * **Phase 1 (0-2 months)**: Review current contracts, identify risks, and provide immediate support. | **1** |  |  | **Redacted under the FOIA Section 43, Commercial Information** |
| **Phase 2** | * **Phase 2 (3-6 months)**: Implement recommendations, support Service Manager role, and offer optional training. | **2** |  |  | **Redacted under the FOIA Section 43, Commercial Information** |
| **Training** | **Optional requirement: Training the Client team on findings and upskilling for**  **continued delivery** | **3** |  |  | **Redacted under the FOIA Section 43, Commercial Informatio** |
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|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | | | **The total of the Prices** | **Redacted under the FOIA Section 43, Commercial Information** | |
|  | | | | | |
| **EXPENSES** | | | | | |
|  |  |  |  |  |  |
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The method and rules used to compile the Price List are

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| Based on current CCS Framework maximum rates and these should not be exceeded. Any expenses incurred should comply with GPA/CO Travel & Subsistence policy and all expenses must have receipts provided, if no receipt is provided GPA reserves the right to refuse the claim. |

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| Scope |

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| 1. **The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise, there is a risk that the *Consultant*** **will interpret it differently from the*****Client's*** **intention. Information provided by the*****Consultant* should be listed in the Scope only if the*****Client* is satisfied that it is required, is part of a complete statement of the*****Client's* requirements and is consistent with other parts of the Scope.** |

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| 1. **Purpose of the *Service*** |
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| **Provide a brief summary of why the *service* is being commissioned and what it will be used for.** |
|  |
| **Phase 1**: investigation of ‘as is’ position and where required provide  immediate support to Service Manager function – (0-2 months from initial  engagement)  Initial Review:  o Analyse the existing contracts in place and the processes to manage them,  and the risks / opportunities they face through to successful delivery  (including RAG assessment of GPAs contract administration to date)  o Set out our understanding of GPAs planned procurement, and the processes  and procedures in place to deliver its procurement compliantly and in  accordance with best practice  o Provide recommendations that GPA should consider adopting in order to  improve contract management, reduce risk and improve certainty in delivery  and procurement compliance. We expect the review on change control and  system operation will be fundamental to this.  o Provide support to the existing team operating the NEC Service Manager  function including supply chain engagement.  o Review Service Manager resourcing requirements.  **Phase 2:** Service Manager delivery role and optional training – (3 – 6 from  initial engagement)  o Implement recommendations arising from Phase 1; this is likely to include  development of charter between GPA and strategic partners, clear framework  for monitoring delivery and regular reporting on performance in delivery.  o Continued support of NEC Service Manager role and if applicable deliver  specific delegated functions.  Optional requirement: Training the Client team on findings and upskilling for  continued delivery:  o Provide a suite of NEC4 training material that has been tailored to meet  specific challenges and/or T&Cs within GPAs contracts.  o Deliver this bespoke training material to nominated GPA staff on a ‘train the  trainer’ basis (we have assumed five days of training) to develop subject  matter experts within GPA to then continue the knowledge share. |
|  |
| 1. **Description of the *service*** |
| **Give a complete and precise description of what the *Consultant* is required to do.** |
|  |
| The Commission Lead is proposed as **Redacted under the FOIA Section 40, Personal Information**, supported by **Redacted under the FOIA Section 40, Personal Information** and **Redacted under the FOIA Section 40, Personal Information**. Our team can be available to commence this commission, meeting the client and taking a more detailed brief.  Reassess T&T team on conclusion of phase one and advise GPA of any adjustments  we consider may be necessary at that point.  .  **Redacted under the FOIA Section 40, Personal Information** is proposed as Commission Support and will undertake the majority of the analysis tasks, developing data reporting, contract compliance and managing the  contract process.  **Redacted under the FOIA Section 40, Personal Information** is proposed as our NEC Specialist based on his knowledge and role as trainer on behalf of Thomas Telford mean he is perfect for the ‘train-the-trainer’ requirement. |

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| Scope |

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| 1. **Existing information** |
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| **List existing information which is relevant to the *service*. This can include documents which the *Consultant* is to further develop** |
|  |
| Optional requirement: Training the Client team on findings and upskilling for  continued delivery:   * Provide a suite of NEC4 training material that has been tailored to meet specific challenges and/or T&Cs within GPAs contracts. * Deliver this bespoke training material to nominated GPA staff on a ‘train the trainer’ basis (we have assumed five days of training) to develop subject matter experts within GPA to then continue the knowledge share |
|  |
| 1. **Specifications and standards** |
| **List the specifications and standards that apply to the contract.** |
|  |
| Phases:  Phase 1 (0-2 months): Review current contracts, identify risks, and provide immediate support.  Phase 2 (3-6 months): Implement recommendations, support Service Manager role, and offer optional training and supporting materials  Beyond initial 6-9 months  We understand that the requirement will likely extend beyond this proposal timeframe,  with that in mind, we propose to review the ongoing delivery of the role at month 3 and  month 6 with regards to the specific role engagement and delivery.  The optional proposal for training gives GPA an opportunity to upskill identified resources in the Client team and to adopt the principles established through our engagement. At each review stage we can propose to clarify roles and where our team is best served over the next phase of the engagement. |

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| Scope |

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| 1. **Constraints** **on how the *Consultant* provides the Service** |
|  |
| **State any constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the *Client.*** |
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|  |

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| Scope |
| 1. **Requirements for the programme** |
| **State whether a programme is required and, if it is, what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated** |
|  |
| **Phase 1:** investigation of ‘as is’ position and where required provide immediate support to Service Manager function (0-2 months)  We propose that our services are carried out on a time-charge  basis.  Our day rates are provided in the table in the righthand column and are exclusive of VAT and disbursements (our reasonable disbursements will be recharged to GPA in line with the Cabinet Office Travel & Subsistence Policy).  We propose a budget of £ **Redacted under the FOIA Section 43, Commercial Information** for this phase based on the below resource at the time charge rates. We request that the appropriate call-off mechanism through the CCS framework RM6165 is in place before commencement of our services.  **Commercial Terms**  It is proposed that our services are engaged under a Lump Sum  arrangement. This is summarised:  • Phase 1: £ **Redacted under the FOIA Section 43, Commercial Information** • Phase 2: £ **Redacted under the FOIA Section 43, Commercial Information**  • Optional Training: £ **Redacted under the FOIA Section 43, Commercial Information Total £ Redacted under the FOIA Section 43, Commercial Information. Subject to acceptance we will breakdown our fee profile into monthly milestones.**  **This offer remains valid for 180 days from the date of this proposal.**  These rates are UK pounds (sterling) and are (1) exclusive of VAT; and (2) exclusive of disbursements.  Rates are based upon the CCS framework max rates and should not exceed the maximum rate.  Where disbursements are incurred by us we would pass these disbursement costs on to you at aligned to the Cabinet Office T&S policy (as agreed and included in the CCS Framework RM6165 price model workbook) with no administration fee. Fees will be invoiced on a monthly basis upon production of receipts.  **Name**  **Redacted under the FOIA Section 40, Personal Information** **Commission Lead**  **Full time Mon-Fri (based on an 8 hour day)**  **Redacted under the FOIA Section 40, Personal Information** **Commission support**  **Full time Mon to Fr based on an 8 hour day)**  **Redacted under the FOIA Section 40, Personal Information** **NEC specialist**  **Part time (what days/hours have been agreed)**  Phase 2: Support in the delivery of the Service Manager role (initial 6 months)  Aligned to your requirements, we intend our Service Manager Support team to undertake the full Phase 2 delivery support function to the Service Manager from Jan 24, subject to agreed and complete outcomes from Phase 1.  Should GPA technical capability development be identified, we propose optional training, learning and development support services by our NEC Specialist **Redacted under the FOIA Section 40, Personal Information**. |

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| Scope |
| 1. **Information and other things provided by the *Client*** |
| **Describe what information and other things the** *Client* **is to provide and by when. Information is that which is not currently available, but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the** *Client's* **information technology systems.** |

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| **ITEM** | **DATE BY WHICH IT WILL BE PROVIED** |
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