
Crown Commercial Service

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**

Date 06 December 2023

FORM OF AGREEMENT

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

Between

UK Health Security Agency (UK HSA)

.....

And

AtkinsRéalis PPS Limited

.....

For the provision of

Cost Consultancy Services for Porton Scientific Site Capital Programme

.....

THIS AGREEMENT is made the 6th day of December 2023

PARTIES:

1. **UK Health Security Agency on behalf of Secretary of State for Health and Social Care** whose registered office is at 10 South Colonnade, London, E14 5EA whose acting as part of the Crown (the "**Client**"); and

AtkinsRéalis PPS Limited which is a company incorporated in and in accordance with the laws of **England and Wales** (Company No. **2236832** whose registered office address is at **Woodcote Grove, Ashley Road, Epsom, Surrey, KT18 5BW** (the "**Consultant**").

2. 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 01/10/21 (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 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.

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.

3. 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.
 4. 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.
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5. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.

Executed under hand

Signed by

..... for and on behalf of **UK Health Security Agency**

Director, Signed by

Full Name:
Job Title/Role: Deputy Director - Commercial
Date Signed: 07/12/23

.....for and on behalf of **AtkinsRealis PPS Limited**

Director, Signed by

Full Name:
Job Title/Role: Director
Date Signed: 07/12/2023

Short Contract

A contract between

UK Health Security Agency (UKHSA)

and

AtkinsRéalis PPS Limited

for

Cost Consultancy Services for Porton Scientific Site Capital Programme

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	UK Health Security Agency
Address for communications	UK Health Security Agency Porton Down Salisbury Wiltshire SP4 0JG
Address for electronic communications	
The service is	Cost Management Services for Porton Scientific Site Capital Programme
The starting date is	08 December 2023
The completion date is	29 March 2024
The delay damages are	£0 per day

The *law of the contract* is English

The <i>period for reply</i> is	two	weeks
The <i>defects date</i> is	6	weeks after Completion
The <i>assessment date</i> is the	1st	of each month

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does/does not** apply (delete as applicable)

The <i>Adjudicator</i> is:	
Name	Royal Institution of Chartered Surveyors
Address for communications	12 Great George Street, London, SW1P 3AD
Address for electronic communications	contactrics@rics.org

Contract Data

The *Client's* Contract Data

The interest rate on late payments is % 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

Only enter details here if the *Client* is to provide insurance.

The *Consultant* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the service.	£1,000,000 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 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>services</i> or earlier termination
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	£10,000,000 on an each and every claim basis	from the <i>starting date</i> until completion of the project
Liability for 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 the contract	The greater of the amount required by law and £10,000,000 in respect of each claim, without limit to the number of claims	from the <i>starting date</i> until completion of the project

The *Consultant's* total liability to the *Client* which arises under or in connection with the contract is limited to

£1,000,000 only.

The *Adjudicator nominating body* is:

Royal Institution of Chartered Surveyors

Contract Data

The *Client's* Contract Data

The *tribunal* is:

If the *tribunal* is arbitration, the arbitration procedure is

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
does not apply	
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	

the information execution plan is

Option Z42 The Housing Grants, Construction and Regeneration Act 1996

does not apply

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

The percentage of the *Consultant's* subcontractors required to be SMEs is %

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

Not applicable

Contract Data

The *Consultant's* Contract Data

The *Consultant* is

Name	AtkinsRéalis PPS Limited
Address for communications	Woodcote Grove Ashley Road Epsom Surrey KT18 5BW
Address for electronic communications	
The service is	Cost Consultancy
The starting date is	08 December 2023
The completion date is	29 March 2023
The delay damages are	0 per day

The fee percentage is %

The people rates are

Day Rates as per RM6165

<u>ATKINSREALIS</u> <u>PPS LIMITED</u>	Cost Consultant
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Senior Director	
Director	
Principal / Associate Director	
Senior Professional	
Professional	
Senior Technician	
Technician/Graduate	
Administration	

Hourly rates

<u>ATKINSREALIS</u> <u>PPS LIMITED</u>	Cost Consultant
Senior Director	
Director	
Principal / Associate Director	
Senior Professional	
Professional	
Senior Technician	
Technician/Graduate	
Administration	

If the work is to be carried out on a time charge basis the *Consultant* includes *people rates* for its own people as well as people provided by a subcontractor

The *key person* is:

Name	
Job	Managing Surveyor
Responsibilities	Cost Consultancy
Qualifications	MRICS, BSc (Hons) NEC 4 Accredited Project Manager
Experience	20 years + working in the Life Science sector, including ACDP and SAPO guidance and regulations. Specialism in mechanical and electrical services.

Name	
Job	
Responsibilities	
Qualifications	
Experience	

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*.

The offered total of the prices is

Not Applicable

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'

Price List

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* of the tenderer.
2.

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.
3.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and
4.

Prices and the People Rates. If expenses are paid at cost, then 'at cost' should be entered into
5.

the Rate column.

Delete or strike through unused rows

ITEM NUMBER	DESCRIPTION	UNIT	EXPECTED QUANTITY	RATE	PRICE
			The total of the Prices		
EXPENSES					

The method and rules used to compile the Price List are

Scope

6. 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.

1. Purpose of the Service

Provide a brief summary of why the service is being commissioned and what it will be used for.

The Porton Estates Engineering and Facilities department (EEF) need cost management support across a range of its Capital Works programmes. The work required will include the following professional services

- Provide detailed cost positions during the construction phases of the estates work required at Porton
- Provide feasibility of the design and construction phases of the works required
- Monitoring designs against expenditure
- Managing risks of the work and reflecting that into costs
- Controlling costs during the works phases
- Other related advice to support key works activity

The nature of the work is official sensitive and the work and candidates will have to have appropriate security clearance.

2. Description of the service

Give a complete and precise description of what the *Consultant* is required to do.

- Provide detailed cost positions during the construction phases of the estates work required at Porton
- Provide feasibility of the design and construction phases of the works required
- Monitoring designs against expenditure
- Managing risks of the work and reflecting that into costs
- Controlling costs during the works phases
- Other related advice to support key works activity

Scope

3. Existing information

List existing information which is relevant to the *service*. This can include documents which the *Consultant* is to further develop

N/A

4. Specifications and standards

List the specifications and standards that apply to the contract.

- RICS
- International Cost Management Standards
- Financial Management

Scope

5. 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*.

The work will be undertaken following instruction from the client. The instruction will include scope and schedule. No work must be undertaken without instruction under this contract.

UKHSA's project managers will sign off and accept work.

Scope

6. 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

No programme is required.

Scope

7. 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.

ITEM	DATE BY WHICH IT WILL BE PROVIDED