

Crown Commercial Service

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**

TABLE OF CONTENTS

1. Form of Agreement
2. Contract Data – Part one (Data provided by the *Client*)
3. Contract Data – Part two (Data provided by the *Consultant*)

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 located at Nobel House, 17 Smith Square, London, SW1P 3JR. (the "**Client**"); and
2. **Turner & Townsend Project Management Ltd** which is a company incorporated in and in accordance with the laws of England and Wales (Company No. 02165592 whose registered office address is at One New Change, London EC4M 9AF (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 3rd 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:

Main Option E

Option for resolving and avoiding disputes W1

Secondary Options X2, X11, X18, Y(UK)3 and Z2, Z4, Z5, Z6, Z7, Z8, Z9, Z10, Z13, Z14, Z16, Z22, Z44, Z48, Z50, Z51, Z52, Z100, Z101. 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.

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:

"People	1	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

Signed by Javier Nagore for and on behalf of Department for Environment, Food and Rural Affairs

.....



[SIGNATURE]

Title: Commercial Manager

Signed by Kerrie Phoa for and on behalf of Turner & Townsend Cost Management

.....



[SIGNATURE]

Title: Director

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.

Main Option E

Option for resolving and avoiding disputes W1

Secondary Options X2, X11, X18, Y(UK)3 and Z2, Z4, Z5, Z6, Z7, Z8, Z9, Z10, Z13, Z14, Z16, Z22, Z44, Z48, Z50, Z51, Z52, Z100, Z101.

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

The *Client* is *The Department for Environment, Food and Rural Affairs*

Address for communications: APHA, Woodham Lane, Addlestone, KT15 3NB

Address for electronic communications: thomas.sutton@defra.gov.uk

The *Service Manager* is Tom Sutton

Address for communications: APHA, Woodham Lane, Addlestone, KT15 3NB

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

If the Client has identified work which is set to meet a stated condition by a key date	<p>The <i>key dates</i> and <i>conditions</i> to be met are</p> <p><i>condition</i> to be met</p> <p>Not applicable</p>
If Option A is used	Not applicable
If Option C or E is used:	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.
3 Time	<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>
If the Client has decided the completion date for the whole of the service	The <i>completion date</i> for the whole of the <i>service</i> is 30th November 2024
If no programme is identified in part two of the Contract Data	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*

£5,000,000 in respect of each event, without limit to the number of events 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

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 £5,000,000 for each 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

The *Representatives* of the *Client* are

Javier Nagore, Commercial Lead, DEFRA

Tom Sutton, Service manager, DEFRA

*Address for communications: Estates Office, Weybourne Building,
Woodham Lane, New Haw, Surrey, KT15 3NB*

*Address for electronic communications: javier.nagore@defra.gov.uk;
thomas.sutton@defra.gov.uk*

The *Senior Representative* of the *Client* is

Heather Pearce, Commercial Director, DEFRA

*Address for communications Aqua House, 20 Lionel Street, Birmingham,
B3 1AQ.*

Address for electronic communications heather.pearce@defra.gov.uk

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 *info@ice.org.uk*

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
	<i>The law of the project</i> 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

<i>If X5 and X6 are used together</i>	Not applicable
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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 <i>information execution plan</i> 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 <i>Consultant's</i> liability to the <i>Client</i> for indirect or consequential loss is excluded. The <i>Consultant's</i> liability to the <i>Client</i> for Defects that are not found until after the <i>defects date</i> is limited to £5,000,000 for each and every claim The <i>end of liability</i> date is 6 years after Completion of the whole of the <i>service</i> .
Option X20 Key performance indicators (<i>not for use with Option X12</i>)	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

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
	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
conditions of
contract**

Part two – Data provided by the *Consultant*

**1 Statements given
in all contracts**

The *Consultant* is Turner & Townsend Project Management Ltd

*Address for communications: Turner & Townsend, One New Change,
London EC4M 9AF*

*Address for electronic communications: Vincent.kane@ttalineia.com,
kerrie.phoa@ttalineia.com*

The *fee percentage* is 0%

The *key persons* are

Name: Vincent Kane

Job: Director

Responsibilities: Key Account Manager

Experience: +25 years

Name: Kerrie Phoa

Job: Director

Responsibilities: Point of Contact for the Service Delivery

Experience: +12 years

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

£740,334 forecast of the total Defined Cost plus Fee.

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
Martin Sudweeks

Address for communications: One New Change, London EC4M 9AF

Address for electronic communications:
martin.sudweeks@turntown.co.uk

Paul Connolly

Address for communications: One New Change, London EC4M 9AF

Address for electronic communications: paul.connolly@turntown.co.uk

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)

The *overhead percentages* for the cost of support people and office overhead are
location *overhead percentage*
Not Applicable

Data for the Schedule of Cost Components

The *people rates* are: In Schedule 2
Category of person Unit Rate

Schedule 1 – Schedule of Services



Department
for Environment
Food & Rural Affairs

SCAH Programme

Interim Cost Management

Schedule 1: Schedule of Services

Date: 15th November 2023

Document Owner: Tom Sutton.

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Document Authors

Name	Title
Tom Sutton	Contract Manager

Document Reviewers

Name	Title	Date	Version
Javier Nagore	Commercial Manager	15/11/2023	2

Contents

1. PURPOSE.....	21
2. OVERVIEW.....	21
3. SCAH PROGRAMME.....	21
4. OTHER.....	ERROR! BOOKMARK NOT DEFINED.
5. End of interim term handover.....	7

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:

- Peter O'Dowd – Senior Advisor and Interim Programme Director Tom Sutton SCAH Contract Manager

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 2 – People Rates

Cost Management

Grade	Hourly Rate	Day Rate	Named Individuals (where applicable)	
Senior Director	£146.80	£1,101.00	Vincent Kane Kerrie Phoa	
Partner or Director	£128.01	£960.07	Sam Rees	
Principal Associate Director	£97.47	£731.06	Moheb Alam Mark Nichols Wendy Williams	
Senior Professional	£73.99	£554.90		
Professional	£63.42	£475.63	Louis Heming	
Assistant role or Senior Technician	£54.02	£405.17		
Technician	£45.80	£343.51		
Admin/Junior Technical apprentice/trainee	£34.06	£255.43		

Other (Risk Management and WLC Consultants)

Grade	Hourly Rate	Day Rate	Named Individuals (where applicable)	
Senior Director	£220.00	£1,650.00		
Partner or Director	£173.33	£1,300.00	Brian Ellis (Utilities Specialist) Rimko Roelvink (Asset & FM)	
Principal Associate Director	£133.33	£1,000.00	Craig Tatly (LCC)	
Senior Professional	£108.67	£815.00		
Professional	£88.27	£662.00		
Assistant role or Senior Technician	£60.93	£457.00		
Technician	£49.07	£368.00		
Admin/Junior Technical apprentice/trainee	£34.06	£255.43		

Schedule 3 – Standard Boilerplate Clauses

STANDARD ‘BOILERPLATE’ AMENDMENTS

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

[] 2021

CABINET OFFICE

Crown Commercial Service
