

Date: 01 February 2019

ORDER FORM

Between

Ministry of Housing, Communities and Local Government

And

Faithful+Gould Limited

For the provision of

Specialist Construction Project Management Services

ORDER NUMBER: CPD/004/119/173

THIS CALL OFF CONTRACT is made on the 1st day of February 2019

PARTIES:

1. **Ministry of Housing, Communities and Local Government** whose offices are located at Fry Building, 2 Marsham Street, London, SW1P 4DF (the “**Contracting Authority**”); and
2. **Faithful+Gould Limited** which is a company incorporated in and in accordance with the laws of England and Wales (Company No. 02236832) whose registered office address is at Woodcote Grove, Ashley Road, Epsom, Surrey KT18 5BW (the “**Supplier**”).

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 project management and full design team services for the benefit of public sector bodies.
- (B) The Supplier was appointed to the framework and executed the framework agreement (with reference number **RM3741**) which is dated 03 May 2017 (the “**Framework Agreement**”).
- (C) On the 20 December 2018 the Contracting Authority invited the Supplier along with other framework suppliers to tender for the provision of services in accordance with the Call Off Procedure (as defined in the Framework Agreement).
- (D) On the 18 January 2019 the Supplier submitted a tender response and was subsequently selected by the Contracting Authority to perform the Services.
- (E) The Supplier has agreed to provide the Services in accordance with this Call Off Contract and the Framework Agreement.

IT IS AGREED AS FOLLOWS:

1. The Contract Particulars and Contract Conditions annexed hereto form part of this Call Off Contract.
2. The Contracting Authority will pay the Supplier the Fee and carry out his duties in accordance with the Contract Particulars, Contract Conditions and the Framework Agreement.
3. The Supplier shall perform the Services in accordance with the Contract Particulars, Contract Conditions and the Framework Agreement.
4. This Call Off Contract is the entire agreement between the parties in relation to the Services and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.
5. Neither party has been given, nor entered into this Call Off Contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.

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

Executed under hand

<p>Signed for an on behalf of: Ministry of Housing, Communities and Local Government</p> <p>.....</p> <p>(signature)</p> <p>Print Name:</p> <p>.....</p>	<p>Signed for an on behalf of: Faithful+Gould Limited</p> <p>.....</p> <p>(signature)</p> <p>Print Name:</p> <p>.....</p>
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Contract Particulars

Where there is an option in these Contract Particulars for a Clause to apply or not apply or for a deliverable to be required or not required and the relevant selection is not made, then the relevant provision shall be deemed to be 'not applies' or 'not required'.

1	<p><u>PROJECT</u></p> <p>1.1 The Project is: Grenfell Construction Capability</p> <p>1.2 The Property is: Grenfell Tower site</p>
2	<p><u>SERVICES</u></p> <p>2.1 The Services to be provided by the Supplier are:</p> <ul style="list-style-type: none"> • Core Service Discipline 1 – Project Manager (Project Lead) • Core Service Discipline 2 – Architectural Services • Core Service Discipline 3 – Cost Management • Core Service Discipline 4 – Civil and Structural Engineer Services • Core Service Discipline 5 – Building Services Engineer • Core Service Discipline 6 – Lead Designer • Core Service Discipline 7 – Client Adviser • Core Service Discipline 8 – Principal Designer • Core Service Discipline 9 – Contract Administrator <p>together with the following non-core service disciplines: not applicable</p> <p>2.2 The Procurement Type is:</p> <ul style="list-style-type: none"> • Traditional
3	<p><u>TIMESCALES</u></p> <p>This contract is for an initial term of 4 months (to complete phase 1) with the option to extend until end March 2020, should phase 2 be required.</p> <p>3.1 The Programme is:</p> <p>Phase One</p> <p>A) The following deliverables are critical to Government taking responsibility for Grenfell Tower:</p> <p>I – report on outcome of due diligence and recommendations on terms of novation of contracts (depending on contract start date, we anticipate that this work will be completed during February 2019)</p> <p>II – draft operational and commercial elements of outline business case, including costs, cost profile and risks (by March 2019)</p> <p>III – draft capability and governance strategy for the operational elements of this project (by March 2019)</p> <p>B) The following deliverables will need to be developed in parallel, with deadlines ahead or shortly after Government takes responsibility:</p>

	<p>IV – report on current technical and safety assessment and recommendations about further assessment and investigation that will be required once ownership transfers to Government and thereafter;</p> <p>V – draft procurement and supply chain strategy for when government takes ownership of the Tower</p> <p>VI – a list of stakeholders and recommendations for initial engagement on the operational and commercial elements of this programme</p> <p>Phase Two</p> <p>Deliverables to be agreed at the end of Phase One.</p>																		
4	<p><u>FEES AND PAYMENT</u></p> <p>4.1 The Basic Fee for Phase One is a fixed fee of £198,282.74 with additional elements being time related fee which is calculated and paid in instalments in accordance with Schedule 2 (Fees and Payment)¹</p> <p>The charges for phase 2, if required, will be based on the rate card below:</p> <table border="1" data-bbox="392 763 1179 1099"> <thead> <tr> <th>Job Role</th> <th>Day rate</th> </tr> </thead> <tbody> <tr> <td>Project Management (including Employers Agent)</td> <td>REDACTED</td> </tr> <tr> <td>Cost Consultant</td> <td>REDACTED</td> </tr> <tr> <td>Architect</td> <td>REDACTED</td> </tr> <tr> <td>Lead Designer (Supervisor)</td> <td>REDACTED</td> </tr> <tr> <td>Civil and Structural Engineer</td> <td>REDACTED</td> </tr> <tr> <td>Principal Designer (CDM-C)</td> <td>REDACTED</td> </tr> </tbody> </table> <p>4.2 The Final Date For Payment of an instalment of the Fee is 30 days after the Due Date for payment.</p> <p>4.3 The Due Date for Payment of an instalment of the Fee is 10 days after the date of receipt of the Supplier's invoice.</p> <p>4.4 The interest rate for late payment is 3% per annum above the Bank of England base rate in force from time to time</p>	Job Role	Day rate	Project Management (including Employers Agent)	REDACTED	Cost Consultant	REDACTED	Architect	REDACTED	Lead Designer (Supervisor)	REDACTED	Civil and Structural Engineer	REDACTED	Principal Designer (CDM-C)	REDACTED				
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5	<p><u>PERSONNEL</u></p> <p>5.1 Key Personnel - The Supplier's Key Personnel are:</p> <table border="1" data-bbox="392 1473 1257 1899"> <thead> <tr> <th>Name</th> <th>Role/position</th> </tr> </thead> <tbody> <tr> <td>REDACTED</td> <td>Commission Director</td> </tr> <tr> <td>REDACTED</td> <td>Governance, Business Case and Risk lead</td> </tr> <tr> <td>REDACTED</td> <td>Lead Project Manager</td> </tr> <tr> <td>REDACTED</td> <td>Project Management</td> </tr> <tr> <td>REDACTED</td> <td>Contract Specialist</td> </tr> <tr> <td>REDACTED</td> <td>Structural Engineer</td> </tr> <tr> <td>REDACTED</td> <td>Structural Engineer</td> </tr> <tr> <td>REDACTED</td> <td>Health & Safety Advisor</td> </tr> </tbody> </table>	Name	Role/position	REDACTED	Commission Director	REDACTED	Governance, Business Case and Risk lead	REDACTED	Lead Project Manager	REDACTED	Project Management	REDACTED	Contract Specialist	REDACTED	Structural Engineer	REDACTED	Structural Engineer	REDACTED	Health & Safety Advisor
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¹ Phase one will be based on the contractor tendered programme price with additional components negotiated based on tendered day rates for Phase One. Phase Two will be on time related based on tendered day rates for Phase Two.

	REDACTED	Cost Consultancy													
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	<p>5.2 The Contracting Authority’s Representative is: REDACTED</p> <p>The authority of the Contracting Authority’s Representative to instruct any Additional Services that increase the Fee is limited to a total increase of the Fee of £300,000.</p> <p>If relevant, any additional work over and above the original budget of £500,000 will be the subject of a contract variation via change control.</p> <p>5.3 The Supplier’s Representative is: REDACTED</p> <p>(Note: The Contracting Authority’s Representative and Supplier’s Representative are important positions to be held by senior members of the Contracting Authority or Supplier’s organisations who have day-to-day contact with and involvement of the Services)</p>														
6	<p><u>NOTICES</u></p> <p>6.1 Notices under this Call Off Contract shall be submitted to:</p> <table border="1" data-bbox="392 790 1339 1144"> <thead> <tr> <th data-bbox="392 790 863 835">To the Contracting Authority</th> <th data-bbox="863 790 1339 835">To the Supplier</th> </tr> </thead> <tbody> <tr> <td data-bbox="392 835 863 1144"> Contracting Authority’s Representative REDACTED Grenfell Tower Recovery Unit Ministry of Housing, Communities and Local Government 2nd Floor Fry Building 2 Marsham Street London SW1P 4DF Tel: REDACTED REDACTED </td> <td data-bbox="863 835 1339 1144"> Supplier’s Representative REDACTED Director - Engineering, Design & Project Management Faithful+Gould, Euston Tower, 286 Euston Road, London, NW1 3AT Tel: REDACTED REDACTED </td> </tr> </tbody> </table> <p>(Note: certain notices, such as termination and the like are not permitted to be by e-mail, however, other more general communications will likely benefit from being by e-mail. Accordingly, ensure that the correct e-mail address is given and it is best to provide more than one (in case the recipient is absent). Further, these details can be changed at any time by notice to the other side.)</p>			To the Contracting Authority	To the Supplier	Contracting Authority’s Representative REDACTED Grenfell Tower Recovery Unit Ministry of Housing, Communities and Local Government 2nd Floor Fry Building 2 Marsham Street London SW1P 4DF Tel: REDACTED REDACTED	Supplier’s Representative REDACTED Director - Engineering, Design & Project Management Faithful+Gould, Euston Tower, 286 Euston Road, London, NW1 3AT Tel: REDACTED REDACTED								
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7	<p><u>INSURANCE</u></p> <p>7.1 The Supplier shall maintain the following insurances in accordance with Clause 18 of this Call Off Contract:</p> <table border="1" data-bbox="392 1379 1339 2040"> <thead> <tr> <th data-bbox="392 1379 708 1518">Insurance</th> <th data-bbox="708 1379 1059 1518">Level of cover</th> <th data-bbox="1059 1379 1339 1518">Period following completion of the Services or earlier termination</th> </tr> </thead> <tbody> <tr> <td data-bbox="392 1518 708 1630">Public Liability Insurance</td> <td data-bbox="708 1518 1059 1630">As required under Framework Schedule 14 (Annex 1 – Part A)</td> <td data-bbox="1059 1518 1339 1630">12 months</td> </tr> <tr> <td data-bbox="392 1630 708 1742">Employer’s Liability Insurance</td> <td data-bbox="708 1630 1059 1742">As required under Framework Schedule 14 (Annex 1 – Part C)</td> <td data-bbox="1059 1630 1339 1742">12 months</td> </tr> <tr> <td data-bbox="392 1742 708 2040">Professional Indemnity Insurance</td> <td data-bbox="708 1742 1059 2040">£5,000,000 in the aggregate 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</td> <td data-bbox="1059 1742 1339 2040">6 years</td> </tr> </tbody> </table>			Insurance	Level of cover	Period following completion of the Services or earlier termination	Public Liability Insurance	As required under Framework Schedule 14 (Annex 1 – Part A)	12 months	Employer’s Liability Insurance	As required under Framework Schedule 14 (Annex 1 – Part C)	12 months	Professional Indemnity Insurance	£5,000,000 in the aggregate 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	6 years
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8	<p><u>LIABILITY</u></p> <p>8.1 The Supplier’s limitation of liability under Clause 23 of the Call Off Contract is: £5,000,000 in the aggregate</p> <p>8.2 The liability period in Clause 24 (Liability Period) and Clause 5 (Records, Audit Access and Open Book Data) of the Call Off Contract is: 6 years from completion of the Services</p>														
9	<p><u>COLLATERAL AND NOVATION AGREEMENTS</u></p> <p>9.1 The Key Sub-Consultants are:</p> <table border="1"> <thead> <tr> <th>Discipline</th> <th>Name (if known)</th> </tr> </thead> <tbody> <tr> <td>Not applicable</td> <td></td> </tr> </tbody> </table> <p>(The Key Sub-Consultants are those who are appointed by the Supplier to perform an important part of the Services and from whom the Contracting Authority, and possibly third parties, will require a collateral warranty. Note also that there is a list of ‘Key Sub-Contractors’ contained in Framework Schedule 7 that the Supplier is entitled to sub-contract part of the Services to (see Clause 14.5 of this Call Off Contract). Consider whether any of those Key Sub-Contractors should be listed here.)</p> <p>9.2 The Supplier shall procure each of the following documents in the form annexed to the Call Off Contract:</p> <table border="1"> <thead> <tr> <th>Document</th> <th>Particulars</th> </tr> </thead> <tbody> <tr> <td>Collateral Warranty/ Warranties from the Supplier in favour of [any Beneficiary] (insert any other third parties that may require a Collateral Warranty)</td> <td>Not Required</td> </tr> <tr> <td>Collateral Warranty/Warranties from Key Sub-Consultants in favour of [any Beneficiary] (insert any other third parties that may require a Collateral Warranty)</td> <td>Not Required</td> </tr> <tr> <td>Parent Company Guarantee</td> <td>Not Required</td> </tr> </tbody> </table> <p>9.3 Clause 14.7 (Novation) does not apply.</p>			Discipline	Name (if known)	Not applicable		Document	Particulars	Collateral Warranty/ Warranties from the Supplier in favour of [any Beneficiary] (insert any other third parties that may require a Collateral Warranty)	Not Required	Collateral Warranty/Warranties from Key Sub-Consultants in favour of [any Beneficiary] (insert any other third parties that may require a Collateral Warranty)	Not Required	Parent Company Guarantee	Not Required
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10	<p><u>DISPUTE RESOLUTION</u></p> <p>10.1 The nominating body for the Adjudicator is: the Chartered Institute of Arbitrators</p> <p>10.2 The dispute resolution mechanism is: Arbitration. If neither, or both are selected, then Litigation applies.</p> <p>10.3 If arbitration is selected, then:</p> <ul style="list-style-type: none"> • The arbitration procedure is the London Court of International Arbitration Rules; • The number of arbitrators shall be one • The place where arbitration is to be held is London • The language to be used in the arbitration proceedings shall be English • The governing law of the contract shall be the substantive law of England and Wales 														

	<ul style="list-style-type: none"> If the parties cannot agree the identity of the arbitrator then the nominating body shall be: Chartered Institute of Arbitrators
11	<p><u>KEY PERFORMANCE INDICATORS</u></p> <p>11.1 Clause 33 (Key Performance Indicators) does not apply</p>
12	<p><u>BUILDING INFORMATION MODELLING (“BIM”)</u></p> <p>12.1 Clause 34 (Building Information Modelling) does not apply</p>
13	<p><u>SECURITY REQUIREMENTS</u></p> <p>13.1 Clause 26 (Security Requirements) does not apply</p>
14	<p><u>PROTECTION OF CONTRACTING AUTHORITY DATA</u></p> <p>14.1 Clause 28 (Protection of Contracting Authority Data) applies.</p> <p>(This relates to the Contracting Authority’s ‘Material’ (drawings, diagrams etc., and any Confidential Information) and Personal Data for which the Contracting Authority is the Data Controller which is given to the Supplier to perform the services and to manage. This clauses sets out various controls and backup systems that the Supplier must adhere to.)</p> <p>14.2 If Clause 28 (Protection of Contracting Authority Data) applies, the Business Continuity and Disaster Recovery Plan is to be agreed during the inception phase.</p>
15	<p><u>STAFF TRANSFER</u></p> <p>15.1 Clause 31 (Staff Transfer) does not apply</p>
16	<p><u>MOD ADDITIONAL CLAUSES AND ACCESS TO MOD SITES</u></p> <p>16.1 Clause 32 (MOD Additional Clauses and Access to MOD Sites) does not apply</p>
17	<p><u>QUALITY MANAGEMENT POINTS</u></p> <p>17.1 Clause 35 (Quality Management Points) does not apply</p>
18	<p><u>COLLABORATIVE PERFORMANCE FRAMEWORK</u></p> <p>18.1 Clause 36 (Collaborative Performance Framework) does not apply</p>
19	does not apply