

Attachment 3

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**

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Date 08th March 2023

FORM OF AGREEMENT

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

Between

Drive & Vehicle Standards Agency
.....

And

Faithful + Gould
.....

For the provision of

Construction Professional Services RM 6165
.....

CCS reference no: CPS1-24958-2023
DVSA Contract No. K280022043

THIS AGREEMENT is made the [08th] day of [March 2023]

PARTIES:

1. **DRIVER & VEHICLE STANDARDS AGENCY (DVSA)** and whose registered office is at Berkeley House, Croydon Street, Bristol, BS5 (the "**Client**"); and
2. **[FAITHFUL+GOULD]** which is a company incorporated in and in accordance with the laws of **UNITED KINGDOM** (Company No. **02236832** whose registered office address is at **3rd Floor, EastWest, Tollhouse Hill, Nottingham, NG1 5FS** (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 3/11/2021 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) On the 16 November 2022 the *Client*], acting as part of the Crown, and in the Framework Agreement is identified as a "Contracting Authority" invited the *Consultant* 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
- (D) [On the 30/11/2022 the *Consultant* submitted a tender response and was subsequently selected by the *Client* to provide the service.]¹
- (E) 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.
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:
Option A
W2
Option X2, and
Option Y(UK)2, Y(UK)3

¹ Delete paragraphs (C) and (D) if appointment is made by direct award under the Call Off Procedure

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.

4. This contract including any appendices 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.
5. 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.
6. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.

Executed under hand

Signed by XXXXXX Redacted under FOIA section 40 for and on behalf of Faithful+Gould Limited

.....

[SIGNATURE OF DIRECTOR]

Director

AND

Signed by XXXXXX Redacted under FOIA section 40 for and on behalf of THE SECRETARY OF STATE FOR TRANSPORT

.....

Senior Commercial Category Manager

On behalf of the 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 the and secondary Options of the NEC4 Professional Services Contract June 2017 incorporating amendments January 2019 and October 2020.

Main Option A

Option for resolving and avoiding disputes W2

Secondary Options X2Y(UK)2, Y(UK)3] and Z.

The *service* is Construction Professional Services for Scotch Corner

The *Client* is DVSA

Address for communications TBC

Address for electronic communications TBC

The *Service Manager* is TBC

Address for communications: TBC

Address for electronic communications: TBC

The Scope is identified in the attached activity schedule in Appendix A.

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

If Option Y(UK)2 is said to apply then notwithstanding that this contract relates to the carrying out of construction operations other than in England or Wales or Scotland, the Act is deemed to apply to this contract.] [Guidance: for works carried out in Northern Ireland

The *period for reply* is 2 weeks

The *period for reply* for Early Warnings is 7 Days

If periods other than 2 weeks are required for certain communications, identify them here: Please refer to Statement of Requirement and KPIs for list of requirements.

The *period for reply* for providing minutes following EWR meeting is 1 working day

The *period for retention* is 6 years following Completion or earlier termination.

The following matters will be included in the Early Warning Register

Dated 09/02/2023 Refer to attached register for confirmation (Appendix B).

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**

The *key dates* and *conditions* to be met are

condition to be met *key date*

- 1) Completion of pre-build contract services - Extension:
31/03/2023

If Option A is used

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than 4 weeks

**If Option C or E is
used:**

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than [...] weeks – N/A

3 Time

The starting date is 13/02/2023

The *Client* provides access to the following persons, places and things

- access to *access date*
- Scotch Corner Check Site as required
- [...] [...]
- [...] [...]

The *Consultant* submits revised programmes at intervals no longer than weekly.

If the *Client* has decided the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is 31/03/2023

If no programme is identified in part two of the Contract Data

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is 01/03/2023
(Implementation meeting) should be issued 1 week after award

4 Quality Management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is TBC]

The period between Completion of the whole of the *service* and the *defects date* is TBC.

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
[N/A]	[.....]
[.....]	[.....]

The *interest rate* is, 1% 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~~
[.....]

If Option C is used

~~The *Consultant's* share percentages and the share ranges are~~

~~share range~~

~~Consultant's share
percentage~~

less than [...] %

[...] %

from [...] % to [...] %

[...] %

from [...] % to [...] %

————— [...] %

greater than [...] %

————— [...] %

**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

To be defined

8 Liability and insurance

**If there are
additional *Client*
liabilities**

These are additional *Client* liabilities

1 Professional Indemnity

2 Employers

3 Public liability

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*

XXXXXX Redacted under FOIA section 43 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.

from the *starting date* until 12 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

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

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 loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the Client for an amount of

- Minimum amount of cover is XXXXXX Redacted under FOIA section 43

The deductibles are N/A

(2) Insurance against N/A

Minimum amount of cover is N/A

The deductibles are N/A

If additional insurances are provided

~~The *Client* provides these additional insurances~~

~~(1) Insurance against N/A~~

~~Minimum amount of cover is N/A~~

~~The deductibles are N/A~~

~~(2) Insurance against N/A~~

~~Minimum amount of cover is N/A~~

~~The deductibles are N/A~~

~~(3) Insurance against N/A~~

~~Minimum amount of cover is N/A~~

~~The deductibles are N/A~~

~~The Consultant provides these additional insurances~~

~~(1) Insurance against — N/A~~

~~Minimum amount of cover is — N/A~~

~~The deductibles are — N/A~~

~~(2) Insurance against — N/A~~

~~Minimum amount of cover is — N/A~~

~~The deductibles are — N/A~~

~~(3) Insurance against — N/A~~

~~Minimum amount of cover is — N/A~~

~~The deductibles are — 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 XXXXXX Redacted under FOIA section 43 in the aggregate

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: Chartered Institute of Arbitrators

~~The Representatives of the Client are~~

~~[NAME] TBC~~

~~Address for communications — [ADDRESS]~~

~~—~~

~~Address for electronic communications — [EMAIL]~~

~~[NAME]~~

~~Address for communications — [ADDRESS]~~

~~—~~

~~Address for electronic communications — [TBC]~~

The Senior Representatives of the Client are

XXXXXX Redacted under FOIA section 40

Address for communications DVSA Tyneside House, Skinnerburn Road, Newcastle Business Park, Newcastle, NE4 7AR

Address for electronic communications XXXXXX Redacted under FOIA section 40

XXXXXX Redacted under FOIA section 40

Address for communications DVSA Berkeley House, Croydon Street, Bristol, BS5 0DA

Address for electronic communications XXXXXX Redacted under FOIA section 40

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 12 Great George St, (Parliament Square) London SW1P 3AD

Address for electronic communications XXXXXX Redacted under FOIA section 40

The Adjudicator nominating body is the Royal Institute of Charter Surveyors

Option X1 Price adjustment for inflation (used only with options A and C)

[include if used]

If Option X1 is used – NOT USED

The proportions used to calculate the Price Adjustment Factor are

0.[] linked to the index for []
 0.[] linked to the index for []
 0.[] linked to the index for []
 0.[] linked to the index for []
 0.[] linked to the index for []
 0.[] linked to the index for []
 0.[] non-adjustable []
 1.00 []

~~The base date for indices is []~~

~~The index is [the Consumer Price Index (CPI) as published by the Office for National Statistics]. OR [Retail Prices Index] OR [other index]~~

Option X2 Changes in the law

If Option X2 is used

The law of the project is the law of England and Wales

Option X3 Multiple currencies

[Include if used]

If Option X3 is used – NOT USED

~~The Client will pay for the items or activities listed below in the currencies stated~~

items and activities	other currency	total ——— maximum payment ——— in ——— the currency
1 [...]	[...]	[...]
2 [...]	[...]	[...]
3 [...]	[...]	[...]

~~The exchange rates are those published in [....] on [....] (date)~~

Option X5 Sectional Completion

[Include if used]

If Option X5 is used – NOT USED

~~The completion date for each section of the service is~~

section	description	completion date
4	[...]	[...]
2	[...]	[...]
3	[...]	[...]

Option X6 Bonus for early Completion ~~If Option X6 is used — NOT USED~~
 The bonus for the whole of the service is [—] per day.
[Include if used]

If X5 and X6 are used together The bonuses for each section of the service are:

section	description	amount per day
1	[...]	[...]
2	[...]	[...]
3	[...]	[...]
	Remainder of the service	[...]

Option X7 Delay damages ~~If Option X7 is used — NOT USED~~
 Delay damages for Completion of the whole of the service per day.

If X5 and X7 are used together Delay damages for each section of the service are

section	description	amount per day
1	[...]	[...]
2	[...]	[...]
3	[...]	[...]
	Remainder of the services	[...]

Option X8 Undertakings to Others ~~If Option X8 is used 0 NOT USED~~
 The ~~undertakings to Others~~ are the collateral warranty agreements in the form(s) contained in the Scope or if not contained in the Scope the form(s) attached as a Contract Schedule and shall be made in favour of

third party
 [...]
 [...]
 [...]
 [...]

The ~~subconsultant undertakings to Others~~ are the subconsultant collateral warranties in the form(s) contained in the Scope or if not contained in the Scope the form(s) attached as a Contract Schedule and shall be made in favour of the ~~Client~~ and

third party

[...]

[...]

[...]

[...]

Option X10 **If Option X10 is used – NOT USED**
Information
modelling

~~[Include if used]~~

If no information ~~The period after the Contract Date within which the *Consultant* is to~~
execution plan is ~~submit a first Information Execution Plan for acceptance is [...]~~
identified in part
two of the
Contract Data

Option X12 **If Option X12 is used – NOT USED**
Multiparty
collaboration (not
to be used with
X20)

~~[Include if used]~~

~~The *Promoter* is [————]~~

~~The schedule of Partners is in [————]~~

~~The *Promotor's objective* is [...].~~

~~The Partnering Information is in [...].~~

X13 Performance **If Option X13 is used – NOT USED**
bond

~~The amount of the performance bond is [————]~~

Option X18 **If Option X18 is used**
Limitation of
liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to XXXXXX Redacted under FOIA section 43.

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to XXXXXX Redacted under FOIA section 43 in the aggregate.

The *end of liability* date is 12 years after Completion of the whole of the *service*.

Option X20 Key performance indicators (not for use with Option X12) **If Option X20 is used (but not if Option X12 is also used)**

The incentive schedule for Key Performance Indicators is in Attachment 2 : Statement of Requirements, section 3 Scope as appended.

A report of performance against each Key Performance Indicator is provided at intervals of 1 month.

Where X20 is used, the amount due under clause 50 is adjusted to account for the application of the *incentive schedule*.

~~Option Y(UK)1 Project bank account~~ ~~If Y(UK)1 is used~~

~~[Include if used]~~

~~Charges made and interest paid by the project bank~~

~~The Consultant is / is not to pay any charges made and to be paid any interest paid by the project bank (delete as 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

The period for payment is 30 days after the date on which a payment becomes due

Option Y(UK)3 The Contracts (Rights of Third Parties) Act

If Y(UK)3 is used – not used

	term	person or organisation
Option Y(UK)3 gives the third parties listed the right to rely on terms of the contract which confer a benefit on them. If it is being used, list the relevant contract conditions and Z clauses under the term heading and the relevant third party under 'person or organisation'. If Y(UK)1 and Y(UK)3 are being used, see below for the relevant contract data entry	_____ [list conditions and Z clauses]	_____ [insert name]

If Options Y(UK)1 and Y(UK)3 are being used

term	person or organization
_____ The provisions of Option Y(UK)1	_____ Named Suppliers

Option Z The *additional conditions of contract* are:

Contract Data relating to Z clauses *[The additional conditions of contract are as selected below and as 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**
does not apply
- 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]
The percentage of the *Consultant's* Subcontractors required to be SMEs
is %

Option Z48 Apprenticeships

does not apply

Option Z49 Change of Control

does not apply

Option Z50 Financial Standing

does not apply

Option Z51 Financial Distress

does not apply

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* [insert details/reference of any other Z clauses required by the *Client*]

Part two – Data provided by the *Consultant*

1 Statements given in all contracts

The *Consultant* is FAITHFUL+GOULD

Address for communications 3rd Floor, EastWest, Tollhouse Hill,
Nottingham, NG1 5FS

Address for electronic communications XXXXXX

Redacted under FOIA section 40

The *fee percentage* is [as per the tendered lump sum contract and
associated rates]%

The *key persons* are

Name: XXXXXX Redacted under FOIA section 40

Job: Regional Director

Responsibilities: Contract Scope and Performance Management

Experience: 15 Years as a Chartered Surveyor

Name: XXXXXX Redacted under FOIA section 40

Job: Associate Director

Responsibilities: Project Management and Supply Chain Management
Lead.

Experience: 17 Years within the construction Industry. 4 Years as a
Chartered Surveyor.

The following matters will be included in the Early Warning Register

See attached Early Warning Register

2 The *Consultant's* main responsibilities

If the *Consultant* is to provide the Scope

The Scope provided by the *Consultant* is in Appendix A.

3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is TBC

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 31/03/2023 – Subject to final programme being issued by contractor.

5 Payment

If the **Consultant** states any **expenses**

The *expenses* stated by the *Consultant* are

• item	• amount
• Out of pocket non-standard expenses (ferries, tolls, MEWP, etc.)	• TBC - paid at cost + XXXXXX Redacted under FOIA section 43

If **Option A or C** is **used**

The *activity schedule* is located with Appendix A.

The tendered total of the Prices is **XXXXXX Redacted under FOIA section 40+ VAT**

Resolving and avoiding disputes

The Senior *Representatives* of the *Consultant* are

XXXXXX Redacted under FOIA section 40

Address for communications 3rd Floor, EastWest, Tollhouse Hill, Nottingham, NG1 5FS

Address for electronic communications XXXXXX Redacted under FOIA section 40

XXXXXX Redacted under FOIA section 40

Address for communications 3rd Floor, EastWest, Tollhouse Hill, Nottingham, NG1 5FS

(i) *Address for electronic communications* XXXXXX Redacted under FOIA section 40

~~The *Representatives* of the *Consultant* are~~

~~[insert name 1]~~

~~*Address for communications* []~~

~~Address for electronic communications []~~

~~[insert name 2]~~

~~Address for communications []~~

~~Address for electronic communications []~~

Option X10 **If Option X10 is used**
Information
modelling

~~[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 []~~

Option Y(UK)1 **If Option Y(UK)1 is used**
Project bank
account

~~[Include if used]~~

~~The project bank is []~~

~~named suppliers are []~~

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 N/A~~

~~location~~ ~~overhead percentage~~

~~[] []~~

~~[] []~~

~~[] []~~

**Data for the
Schedule of Cost
Components (used
only with Option A)**

The *people rates* are: - In accordance with the existing CCS framework rates.

Category of person	Unit	Rate
[]	[]	[]
[]	[]	[]
[]	[]	[]

APPENDIX A – ACTIVITY SCHEDULE

APPENDIX B – EARLY WARNING REGISTER