**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**

**FORM OF AGREEMENT**

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

**Between**

**Defence Infrastructure Organisation, Ministry of Defence And**

**WSP UK Limited For the provision of**

**Support to Finalise the Combined Phase 1 & 2 Land Quality Assessments (LQA) for RNAS Culdrose and RNAS Predannack.**

**THIS AGREEMENT is made the PARTIES:**

1. **DEFENCE INFRASTRUCTURE ORGANISATION, MINISTRY OF DEFENCE** acting

as part of the Crown (the "***Client***"); and

1. **WSP UK Limited** which is a company incorporated in and in accordance with the laws of **England and Wales** (Company No.**01383511)** whose registered office address is at **WSP House, 70 Chancery Lane, London, WC2A 1AF** (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 14/10/2024 (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:

* + 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.

* + 1. 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:

W1

Option X2, X9, X20, and Option Y(UK)3

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 oral) 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.

# Executed under hand

Signed by

REDACTED

Duly Authorised Attorney for and on behalf of WSP (the *Consultant*)

Signed by REDACTED for and on behalf of **DEFENCE INFRASTRUCTURE ORGANISATION,**

**MINISTRY OF DEFENCE** (the *Client*)

REDACTED

Director Assistant Head of Commercial Enabling Services TMP

\_\_\_\_\_\_\_\_\_

**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 W1 Secondary Options X2, X9, X20,Y(UK)3.

# The *service* is Support to Finalise the Combined Phase 1 & 2 Land Quality Assessments (LQA) for RNAS Culdrose and RNAS Predannack

The *Client* is Defence Infrastructure Organisation, Ministry of Defence *Address for communications* Defence Infrastructure Organisation Head Office,

DMS Whittington, Lichfield, Staffordshire, WS14 9PY

*Address for electronic communications*

Pre-Contract award via CCS e-sourcing only

Post award REDACTED

The *Service Manager* is *REDACTED*

*Address for electronic communications*

*REDACTED*

The Scope is as per the Statement of Requirements as per the Framework Agreement.

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 7 working days

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

* + - 1. **The *Consultant’s* main responsibilities**

As Per the Statement of Requirements

* + - 1. **Time** *The starting date* is 28th of October but may be subject to change

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

* + - * + access to Culdrose and Preddannack sites

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

The *completion date* for the whole of the *service* is 31/03/2025

# 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

*d*e*fects date* is 4 weeks from completion.

* + - 1. **Payment** The *currency of the contract* is the pound sterling (£).

The *assessment interval* is monthly.

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 3 weeks.

# 8 Liability and insurance

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 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 [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

As required under Framework Agreement

from the *starting date* until all notified

the *Consultant* arising out of and in the course of their employment in connection with this contract

Defects have been corrected or earlier termination

*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 in the aggregate.

# Resolving and avoiding disputes

**If the *tribunal* is arbitration**

# Option X2 Changes in the

**law**

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

# If Option X2 is used

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

**Option X20 Key performance indicators *(not for use with Option***

## X12)

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)3 The Contracts (Rights of Third Parties)**

**If Y(UK)3 is used**

**term person or organisation**

As included within Order Form All parties

**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

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

Applies

# Option Z46 MoD DEFCON Requirements

Applies

# 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***

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

|  |  |  |
| --- | --- | --- |
| **DEFCON No** | **Version** | **Description** |
| 5J | **EDN 11/16** | Unique Identifiers |
| 76 | **EDN 06/21** | Contractors’ Personnel at Government Establishments |
| 513 | **EDN 04/22** | Value Added Tax |
| 516 | **EDN 04/21** | Equality |
| 518 | **EDN 02/17** | Transfer |
| 522 | **EDN 11/21** | Payment and Recovery of Sums Due |
| 529 | **EDN 09/97** | LAW (English) |
| 531 | **EDN 09/21** | Disclosure of Information |
| 532B | **EDN 09/21** | Protection of Personal Data |
| 537 | **EDN 12/21** | Rights of Third Parties |
| 550 | **EDN 02/14** | Child Labour and Employment Law |
| 602B | **EDN 12/06** | Quality Assurance (Without Quality Plan) |
| 604 | **EDN 06/14** | Progress Reports |
| 621B | **EDN 10/04** | Transport (If contractor is responsible for Transport) (1 PAGE) |
| 642 | **EDN 07/21** | Progress meetings (1 PAGE) |
| 649 | **EDN 12/21** | Vesting |
| 660 | **EDN 12/15** | Official-Sensitive Security Requirements |
| 703 | **EDN 06/21** | Intellectual Property rights – vesting in the authority |

**Part two – Data provided by the *Consultant***

# 1 Statements given in all contracts

The *Consultant* is WSP UK Ltd

*Address for communications [ WSP UK Ltd WSP House, 70 Chancery Lane*

*London WC2A 1AF*

*]*

*Address for electronic communications*

*REDACTED*

The *fee percentage* is [ 100]% The *key persons* are

Name REDACTED

Job Project Manager

Responsibilities Project management and Contaminated Land Assessment

Experience >25years LQA assessment Name REDACTED

Job Project Director

Responsibilities Project Direction and Contaminated Land Assessment Review

Experience >25years LQA assessment

The following matters will be included in the Early Warning Register [Timescales are subject to prompt receipt of report comments….].

**2 The *Consultant’s***

# main responsibilities

**If the Consultant is to provide the Scope**

The Scope provided by the *Consultant* is in Letter dated 29th November 2024

# 3 Time

**If a programme is to be identified in the Contract Data**

**If the *Consultant* is**

**to decide the *completion date* for the whole of the**

## service

**5 Payment If the *Consultant***

# states any

***expenses***

# If Option A or C is

**used**

The programme is identified in the Contract Data.

The *completion date* for the whole of the *service* is 31/03/2025

The *expenses* stated by the *Consultant* are

|  |  |
| --- | --- |
| * **item**
 | * **amount**
 |
| * [
 | N/A | ] | * [
 | N/A | ] |

The *activity schedule* is in the proposal dated 26/11/25 ] The tendered total of the Prices is [ REDACTED ex VAT ]

# Resolving and avoiding disputes

The *Representatives* of the *Consultant* are

*REDACTED*

*Address for communications* WSP UK Ltd WSP House, 70 Chancery Lane

London WC2A 1AF

*Address for electronic communications REDACTED*

The *Senior Representatives* of the *Consultant* are

*REDACTED*

*Address for communications* WSP UK Ltd WSP House, 70 Chancery Lane

London WC2A 1AF

*Address for electronic communications REDACTED*

# ~~Option X10~~ ~~Information~~ ~~modelling~~

*~~[Include if used]~~*

# ~~If Option X10 is used~~

**~~If an~~ *~~information~~ ~~execution plan~~* ~~is to~~ ~~be identified in the~~ ~~Contract Data~~**

# ~~Option Y(UK)1~~ ~~Project bank~~

**~~account~~**

*~~[Include if used]~~*

~~The Information Execution Plan identified in the Contract Data is [ ]~~

# ~~If Option Y(UK)1 is used~~

~~The~~ *~~project bank~~* ~~is [ ]~~

*~~named suppliers~~* ~~are [ ]~~

# ~~Data for the~~ ~~Schedule of Cost~~ ~~Components (used~~ ~~only with Options C~~

**~~and E)~~**

~~The~~ *~~overhead percentages~~* ~~for the cost of support people and office~~ ~~overhead are~~

location *overhead percentage*

~~[ ] [ ]~~

~~[ ] [ ]~~

~~[ ] [ ]~~

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

The *people rates* are:

Category of person Unit Rate

|  |  |  |
| --- | --- | --- |
| Senior Director | hr | REDACTED |
| Director | hr | REDACTED |
| Principal / Associate Director | hr | REDACTED |
| Senior Professional | hr | REDACTED |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Professional | hr | REDACTED |
| Senior Technician | hr | REDACTED |
| Technician/Graduate | hr | REDACTED |
| ] | Administration | hr | REDACTED |