

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 01 August 2022

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 August 2022.

PARTIES:

1. **Department for Environment, Food and Rural Affairs** whose offices are located at [REDACTED] (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 [REDACTED]) (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) [Blank]
- (D) [Blank.]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 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:
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.

4. 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.
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.
7. The parties hereby agree that Core Clause 81.1 shall be amended as follows: Line 3 insert 'negligently' before 'providing'.
8. The parties hereby agree that Core Clause 82.1 shall be amended as follows: insert 'reasonable' before 'cost'.
9. The parties hereby agree that Core Clause 82.2 shall be amended as follows: insert 'reasonable' before 'cost'.
10. The parties hereby agree that Core Clause 91.4 shall be amended as follows: Line 2 delete 'thirteen' and enter 'two'.
11. The parties hereby agree that Clause Z44 (70.1 Standard Boilerplate Amendments) shall be amended as follows: Line 3 delete 'irrevocable'.
12. 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 [NAME OF [REDACTED]

[REDACTED]

[REDACTED]

[SIGNATURE]

Title Commercial Manager

[Signed by [REDACTED]

[REDACTED]

[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 the 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, X7, X9, 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: [REDACTED]
[REDACTED]

Address for electronic communications: [REDACTED]
[REDACTED]

The *Service Manager* is [REDACTED]

Address for communications: [REDACTED]
[REDACTED]

Address for electronic communications: [REDACTED]

The *Scope* is in Schedule 1: Schedule of Services. Service Levels and charging arrangements are detailed in Schedule 2: Service Level 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 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

Not Applicable

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

Not applicable

If Option A is used

Not applicable

**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 4 weeks or 1 calendar month.

3 Time

The *starting date* is 01 August 2022

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

- access to *access date*



The *Consultant* submits revised programmes at intervals no longer than: Not applicable

**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 July 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: Not applicable

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 4 weekly (or monthly)

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

Item	Amount
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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

8 Liability and insurance

If there are additional *Client* liabilities

These are additional *Client* liabilities

The amounts of insurance and the periods for which the *Consultant* maintains insurance are

event	cover	Period
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£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 <i>starting date</i> until 6 years following completion of the whole of the <i>service</i> or earlier termination
loss of or damage to property or death of or bodily injury to a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	As required under Framework Agreement	from the <i>starting date</i> 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

(1) Insurance against

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

The *Consultant* provides these additional insurances

(1) Insurance against

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

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

[REDACTED]
[REDACTED]

Address for communications [REDACTED]
[REDACTED]

Address for electronic communications [REDACTED]
[REDACTED]

The *Senior Representative* of the *Client* is

[REDACTED]

Address for communications [REDACTED]
[REDACTED]

Address for electronic communications [REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Address for electronic communications

[REDACTED]

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

The law of the project 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
Option X7 Delay damages	If Option X7 is used Delay damages for Completion of the whole of the <i>service</i> are nil per day.
<i>If X5 and X7 are used together</i>	Not applicable
Option X8 Undertakings to Others	If Option X8 is used
Option X10 Information modelling	If Option X10 is used
<i>If no information execution plan is identified in part two of the Contract Data</i>	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 **If Option X18 is used**
Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is excluded.

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to £5,000,000 for each and every claim.

The *end of liability* date is 6years 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)**

Not applicable

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

**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
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

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

does not apply

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 [REDACTED]

]

Address for electronic communications [REDACTED]

The *fee percentage* is [Not Applicable]%

The *key persons* are

Name [REDACTED]

Job [Director]

Responsibilities [Key Account Manager]

Experience [REDACTED]

Name [REDACTED]

Job [Director]

Responsibilities [oversight and implementation of interim cost management role]

Experience [REDACTED]

Name [REDACTED]

Job [Director]

Responsibilities [oversight and implementation of interim cost management role]

Experience [REDACTED]

Name [REDACTED]

Job [Associate Director]

Responsibilities [Programme Cost Manager]

Experience [REDACTED]

Name [REDACTED]

Job [Associate Director]

Responsibilities [Programme MEP Cost Manager]

Experience [REDACTED]

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 [Not Applicable]

3 Time

If a programme is to be identified in the Contract Data The programme identified in the Contract Data is [Not Applicable]

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 July 2023].

5 Payment

If the *Consultant* states any expenses The expenses stated by the *Consultant* are

• item	• amount
Not Applicable	Not Applicable

If Option A or C is used The activity schedule is Not Applicable
The tendered total of the Prices is Not Applicable

Resolving and avoiding disputes The Representatives of the *Consultant* are

Address for communications

Address for electronic communications

Address for communications

Address for electronic communications

The *Senior Representatives* of the *Consultant* are
Not Applicable

Option X10	If Option X10 is used
Information modelling	

<p>If an <i>information execution plan</i> is to be identified in the Contract Data</p>	<p>The Information Execution Plan identified in the Contract Data is</p> <p>Not Applicable</p>
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Option Y(UK)1 If Option Y(UK)1 is used
Project bank
account

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	<i>overhead percentage</i>
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Not Applicable

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

The *people rates* are:
Not Applicable (see Schedule 2)