

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 2023) 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*)

13/03/2025

FORM OF AGREEMENT

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

Between

The Ministry of Defence (MOD) – The Defence Infrastructure Organisation (DIO)

And

Tetra Tech Limited

For the provision of

Technical Service Provider (TSP) For Programme Sedgewick – HMS Collingwood

DIO Contract Number: 711613454

CCS RM6165 Framework Lot 5

ACUA Reference: CPS1-32805-2024

THIS AGREEMENT is made the 7th day of March 2025

PARTIES:

1. **Ministry of Defence** acting as part of the Crown (the "**Client**"); and
2. **Tetra Tech Limited** which is a company incorporated in and in accordance with the laws of **England & Wales** (Company No. 01959704 whose registered office address is at 3 Sovereign Square, Sovereign Street, Leeds, West Yorkshire, LS1 4ER (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 CCS RM6165) which is dated 3 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 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:
Main Option A
W2;
Option X2, X10 X18 and X20
Option Y(UK)2
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 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

[Redacted Signature]

Signature

Director

Executed under hand by
The Secretary of State for Defence

[Redacted Signature]

acting by

Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

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 Service Contract June 2017 (with amendments January 2023)

Main Option

A

Option for resolving and avoiding disputes

W2

Secondary Options

X2, X10, X18, X20 and Z Clauses

The *service* is

determined in Lot 5 of the Framework Agreement RM6165.

The *Client* is

Name

Defence Infrastructure Organization

Address for communications

[Redacted Address]

Address for electronic communications

If Option A is used

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

Four 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

3 Time

The *starting date* is

Contract Award

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

access

access date

(1) HMS Collingwood

Contract Award

(2)

(3)

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

Four Weeks

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

The *completion date* for the whole of the *service* is

20th February 2026. This date will be changed via compensation event following contract award due to delays during the tender process.

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

Two 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

Two 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

Four Weeks

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

Item:

amount:

The *interest rate* is 3 % per annum (not less than 2) above the

rate of the

bank

If the period in which payments are made is not

three weeks and Y(UK)2 is not used

If Option C or E is used and the *Client* states any locations

If Option C is used:

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

<i>share range</i>	<i>Consultant's share percentage</i>
less than <input type="text"/> %	<input type="text"/> %
from <input type="text"/> % to <input type="text"/> %	<input type="text"/> %
from <input type="text"/> % to <input type="text"/> %	<input type="text"/> %
greater than <input type="text"/> %	<input type="text"/> %

If Option C or E is used

The *exchange rates* are those published in

on (date)

6 Compensation events

If there are additional compensation events

These are additional compensation events

N/A

8 Liabilities and insurance

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

- (1)
- (2)
- (3)

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	<input type="text"/> £6,500,000 in respect of each claim, without limit to the number of claims	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 and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	<input type="text"/> As required under the framework agreement in respect of each event, without limit to the number of events	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 <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	<input type="text"/> As required under the framework agreement in respect of each event, without limit to the number of events	from the <i>starting date</i> until all notified 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 £6,500,000 in the aggregate.

If the *Client* is to provide any of the insurances stated in 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

(3) Insurance against

Minimum amount of cover is

The deductibles are

If additional insurances are:

The *Client* provides these additional insurances to be provided

(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

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 an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

Technology and Construction Solicitors Association (TeCSA)

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

The *Adjudicator* is

Name

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

160 Aldersgate St, City of London, London EC1A 4LA

Address for electronic communications

The *Adjudicator nominating body* is

Technology and Construction Solicitors Association (TeCSA)

X1: Price adjustment for inflation (used only with Options A and C)

If Option X1 is used — The proportions used to calculate the Price Adjustment Factor are

0.	<input type="text"/>	linked to the index for	<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>	non-adjustable	<input type="text"/>
1.00	<input type="text"/>		

The ~~base date~~ for indices is

These indices are

X2: Changes in the law

If Option X2 is used

The *law of the project* is

The law of England and Wales

X3: Multiple currencies (used only with Option A)

If Option X3 is 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
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The *exchange rates* are those published in

on (date)

X5: Sectional Completion

If Option X5 is used

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

section	description	completion date
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

X6: Bonus for early Completion

If Option X6 is used without Option X5 The bonus for the whole of the service is per day

If Option X6 is used with Option X5 The bonus for each section of the service is

section	description	amount per day
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
The bonus for the remainder of the service is		<input type="text"/>

X7: Delay damages

If Option X7 is used without Option X5 Delay damages for Completion of the whole of the service are per day

If Option X7 is used with Option X5 Delay damages for each section of the service are

section	description	amount per day
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
The delay damages for the remainder of the service are		<input type="text"/>

X8: Undertakings to Others

If Option X8 is used The undertakings to Others are provided to

X10: Information modelling

If Option X10 is used

If no information execution plan is identified in part two of the Contract Data

Information Execution Plan for acceptance is

The period after the Contract Date within which the Consultant is to submit a first

The period after the Contract Date within which the Consultant is to submit a first information Execution Plan for acceptance is six weeks.

X12: Multiparty collaboration (not used with Option X20)

If Option X12 is used — The *Promoter* is

The Schedule of Partners is in

The *Promoter's objective* is

The Partnering Information is in

X13: Performance bond

If Option X13 is used — The amount of the performance bond is

X18: Limitation of liability

If Option X18 is used The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

 The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

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

X20: Key Performance Indicators (not used with Option X12)

If Option X20 is used The *incentive schedule* for Key Performance Indicators is in

 A report of performance against each Key Performance Indicator is provided at intervals of months

X29: Climate change

If Option X29 is used The *performance table* is in

If no *climate change plan* is identified in part two of the Contract Data The period after the Contract Date within which the *Consultant* is to submit a first climate change plan for acceptance is

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used The *Consultant* ~~is/is not~~ to pay any charges made and to be paid any interest paid by the *project bank* (Delete as applicable)

_____ The *account holder* is the Consultant/the Parties (Delete as applicable)

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not seven days after the date on which payment becomes due The period for payment is days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 is used term beneficiary

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

If Y(UK)3 is used with

term

beneficiary

Y(UK)1 the following entry
is added to the table for
Y(UK)3

The provisions of
Options Y(UK)1

Named Suppliers

Z: Additional conditions of contract

If Option Z is used

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

applies

Option Z44

Intellectual Property Rights

does not apply

Option Z45

HMRC Requirements

applies

Option Z46

MoD DEFCON Requirements

applies

Option Z47

Small and Medium Sized Enterprises (SMEs)

applies

Option Z48

Apprenticeships

does not apply

Option Z49

Change of Control

applies

Option Z50

Financial Standing

applies

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

This Contract is to incorporate MoD special terms and conditions in the form of DEFCONS and DEFORMs as detailed at <https://www.gov.uk/guidance/knowledge-in-defence-kid>

MOD Additional Conditions of Contract (DEFCONS) are:

1. DEFCON 5J (Edn 18/11/16) - Unique Identifiers
2. DEFCON 76 (Edn 06/21) - Contractor's Personnel at Government Establishments
3. DEFCON 129J (Edn 18/11/16) - Use of Electronic Business Delivery Form
4. DEFCON 501 (Edn 10/21) - Definitions & Interpretations
5. DEFCON 503 (Edn 07/21) - Formal Amendments to Contract
6. DEFCON 507 (Edn 07/21) – Delivery
7. DEFCON 513 (Edn 07/21) - Value Added Tax

8.	DEFCON 514 (Edn 08/15) - Material Breach	
9.	DEFCON 515 (Edn 06/21) - Bankruptcy and Insolvency	
10.	DEFCON 516 (Edn 04/12) - Equality	
11.	DEFCON 518 (Edn 02/17) - Transfer	
12.	DEFCON 520 (Edn 08/21) - Corrupt Gifts and Payments of	Commission
13.	DEFCON 522 (Edn 11/21) - Payment and Recovery of Sums	Dues
14.	DEFCON 526 (Edn 08/02) – Notices	
15.	DEFCON 527 (Edn 09/97) - Waiver	
16.	DEFCON 529 (Edn 09/97) - Law (English)	
17.	DEFCON 531 (Edn 09/21) - Disclosure of Information	
18.	DEFCON 532B (Edn 09/21) - Protection of Personal Data	
19.	DEFCON 534 (Edn 06/21) - Sub Contracting and Prompt Payment	
20.	DEFCON 537 (Edn 12/21) - Rights of Third Parties	
21.	DEFCON 538 (Edn 06/02) - Severability	
22.	DEFCON 539 (Edn 01/22) – Transparency	
23.	DEFCON 550 (Edn 02/14) - Child Labour and Employment	Law
24.	DEFCON 566 (Edn 10/20) - Change of Control of Contractor	
25.	DEFCON 602B (Edn 12/06) - Quality Assurance (without Deliverable Quality Plan	
26.	DEFCON 604 (Edn 06/14) - Progress Reports	
27.	DEFCON 605 (Edn 06/14) - Financial Reports	
28.	DEFCON 609 (Edn 07/21) - Contractor's Records	
29.	DEFCON 620 (Edn 08/21) - Contract Change Control Procedure	
30.	DEFCON 632 (Edn 11/21) - Third Party Intellectual Property – & Restrictions	Rights
31.	DEFCON 642 (Edn 07/21) - Progress Meetings	
32.	DEFCON 658 (Edn 09/21) – Cyber	
33. £5M	DEFCON 656A (Edn 08/16) - Termination for Convenience –	Under
34.	DEFCON 660 (Edn 12/15) - Official-Sensitive Security Requirements	
35.	DEFCON 670 (Edn 02/17) - Tax Compliance	

36. DEFCON 694 (Edn 07/21) - Accounting For Property of the Authority

37. DEFCON 703 (Edn 06/21) - Intellectual Property Rights – Vesting
in the Authority

In the event of a conflict between the NEC4 Core Clauses, Z Clauses and the above DEFCONs, the DEFCONs shall take precedence.

The following DEFFORMs shall be used:

1. DEFFORM 94 – Bidders Confidentiality Agreement
2. DEFFORM 539A - Tenderers Commercially Sensitive Information Form

PART TWO –

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *Consultant* is

Name

Tetra Tech Limited

Address for communications

3 Sovereign Square, Sovereign
Street, Leeds, West Yorkshire, LS1
4ER

Address for electronic communications

The *fee percentage* is

24.2

%

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

Agreement on Surveys and Survey Schedule for each RIBA Stage,

- Scope variance from tender documentation/tender clarifications,
- Net Zero Carbon Strategy / Approach,
- Social Value Strategy / Approach,
- Procurement Strategy / Approach

2 The Consultant's main responsibilities

If the *Consultant* is to provide 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

-Accepted programme following Contract Award

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

20th February 2026

5 Payment

If the *Consultant* states expenses

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

item

amount

Mileage

HMRC Approved rates

Accommodation

Reasonable local hotel rates in line with company guidance

3rd Party Survey Costs

Cost plus management fee

If Option A or C is used

The *activity schedule* is

-Within the Pricing Schedule

The tendered total of the Prices is

-£1,083,683

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

X10: Information modelling

If Option X10 is used

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

The *information execution plan* identified in the Contract Data is

N/A

X29: Climate change

If Option X29 is used

If a *climate change plan* is to be identified in the Contract Data

The *climate change plan* identified in the Contract Data is

Y(UK)1: Project Bank Account

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 or 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
