

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 Short 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
Cost Partner and Programme Support for SCAH Programme

THIS AGREEMENT is made on the 1st October 2024

PARTIES:

1. **Department for Environment, Food and Rural Affairs** whose offices are located at 2 Marsham St, London SW1P 4DF. (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 One New Change, London EC4M 9AF (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 01 October 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 E

Option for resolving and avoiding disputes W1

Secondary Options X1, X2, 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. 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 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 Ruth Thompson for and on behalf of Department for Environment, Food and Rural Affairs



[SIGNATURE]

Title: Commercial Manager



Signed by Martin Sudweeks for and on behalf of Townsend Project Management Ltd

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[SIGNATURE]

Title: Managing Director, UK Real Estate Cost Management

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 X1, X2, 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 Manager* is *Thomas Sutton*

Address for communications Seacole Building, 2 Marsham Street,
London
SW1P 4DF

Address for electronic communications Thomas.Sutton@defra.gov.uk

The Scope is in Schedule 1: Schedule of Services

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:
None

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 <i>key dates</i> and <i>conditions</i> to be met are <i>condition</i> to be met
If Option A is used	NA
If Option C or E is used:	The <i>Consultant</i> prepares forecasts of the total Defined Cost plus Fee and <i>expenses</i> at intervals no longer than 2 weeks
3 Time	<p>The <i>starting date</i> is 01 October 2024</p> <p>The <i>Client</i> provides access to the following persons, places and things: Not used</p> <p>The <i>Consultant</i> submits revised programmes at intervals no longer than one month.</p>
If the Client has decided the completion date for the whole of the service	The <i>completion date</i> for the whole of the <i>service</i> is the conclusion of RIBA 3 cost management scope (anticipated to be 31 st December 2025)
If no programme is identified in part two of the Contract Data	The period after the Contract Date within which the <i>Consultant</i> is to submit a first programme for acceptance is 1 month.
4 Quality Management	<p>The period after the Contract Date within which the Consultant is to submit a quality policy statement and quality plan is 4 weeks</p> <p>The period between Completion of the whole of the <i>service</i> and the <i>defects date</i> is 52 weeks.</p>
5 Payment	<p>The <i>currency of the contract</i> is the pound sterling (£).</p> <p>The <i>assessment interval</i> is monthly</p>
If the Client states any expenses	<p>The <i>expenses</i> stated by the <i>Client</i> are</p> <p>To be agreed by the Service Manager in line with Defra expense policy.</p>

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

NA

If Option C is used

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

NA

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

NA

8 Liability and insurance

If there are additional Client liabilities

These are additional *Client* liabilities

N/A

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

event

cover

Period

	<p>The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i></p>	<p>£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 where a lower level may apply in the aggregate</p>	<p>from the <i>starting date</i> until 6 years following completion of the whole of the <i>service</i> or earlier termination</p>
	<p>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</p>	<p>As required under Framework Agreement</p>	<p>from the <i>starting date</i> until all notified Defects have been corrected or earlier termination</p>
	<p>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 this contract</p>	<p>As required under Framework Agreement</p>	<p>from the <i>starting date</i> until all notified Defects have been corrected or earlier termination</p>
<p><i>If the Client provides insurances from the Insurance table</i></p>	<p>The <i>Client</i> provides these insurances from the insurance table</p> <p>(1) Insurance against N/A</p> <p>Minimum amount of cover is N/A</p> <p>The deductibles are N/A</p> <p>(2) Insurance against N/A</p> <p>Minimum amount of cover is N/A</p>		
<p><i>If additional insurances are provided</i></p>	<p>The <i>Client</i> provides these additional insurances NA</p> <p>The <i>Consultant's</i> total liability to the <i>Client</i> 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</p>		

**Resolving and
avoiding disputes**

The *tribunal* is arbitration

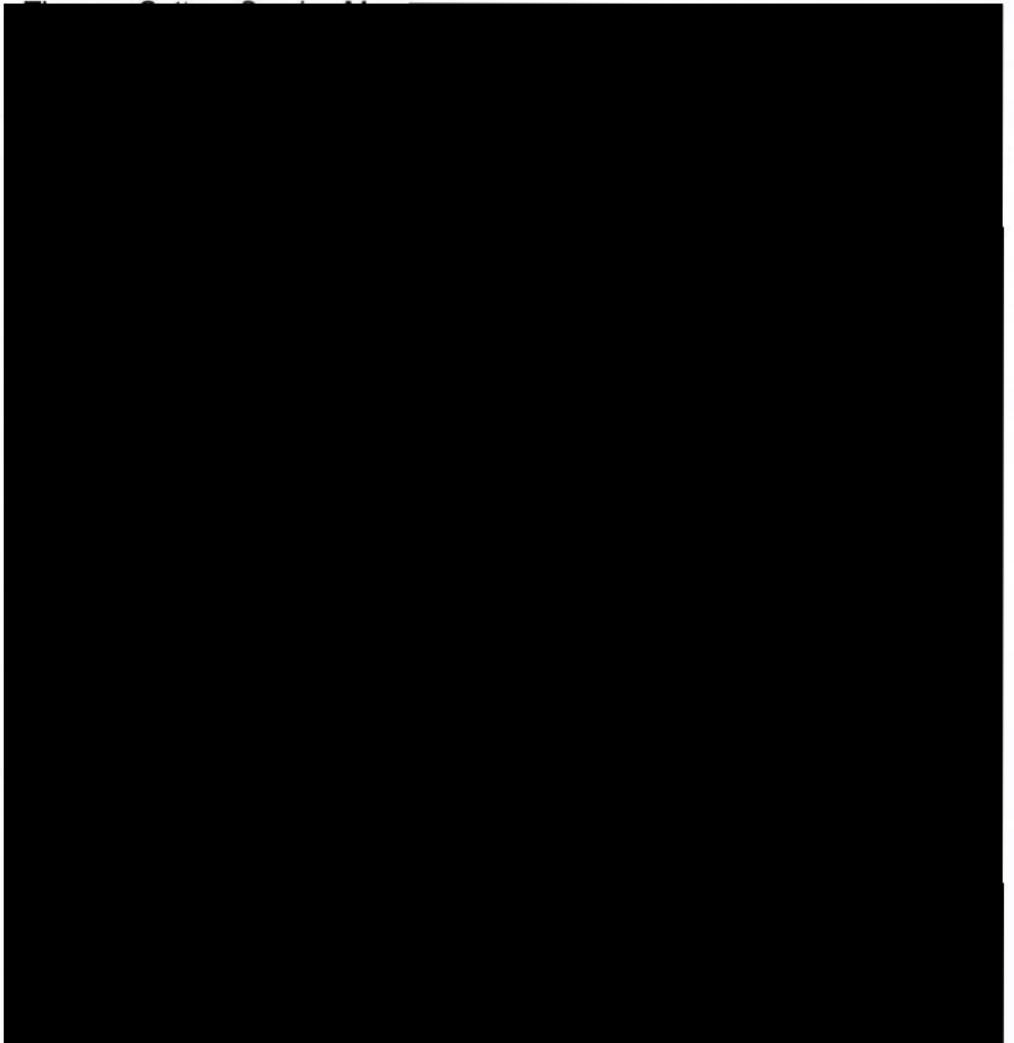
**If the *tribunal* is
arbitration**

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



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 Refer to Option Z102 Indexation
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Option X2 Changes in the law	If Option X2 is used <i>The law of the project is the law of England and Wales</i>
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Option X3 Multiple currencies	If Option X3 is used NA
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Option X5 Sectional Completion	If Option X5 is used NA
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Option X6 Bonus for early Completion	If Option X6 is used NA
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<i>If X5 and X6 are used together</i>	NA
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Option X7 Delay damages	If Option X7 is used NA
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<i>If X5 and X7 are used together</i>	NA
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**Option X8
Undertakings to
Others**

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

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

Option X12
Multiparty
collaboration (not
to be used with
X20)

X13 Performance **If Option X13 is**
bond **NA**

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 6 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)
NA

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

Charges made and interest paid by the project bank The *Consultant* 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 NA

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

does not apply

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****Option Z102 Indexation**

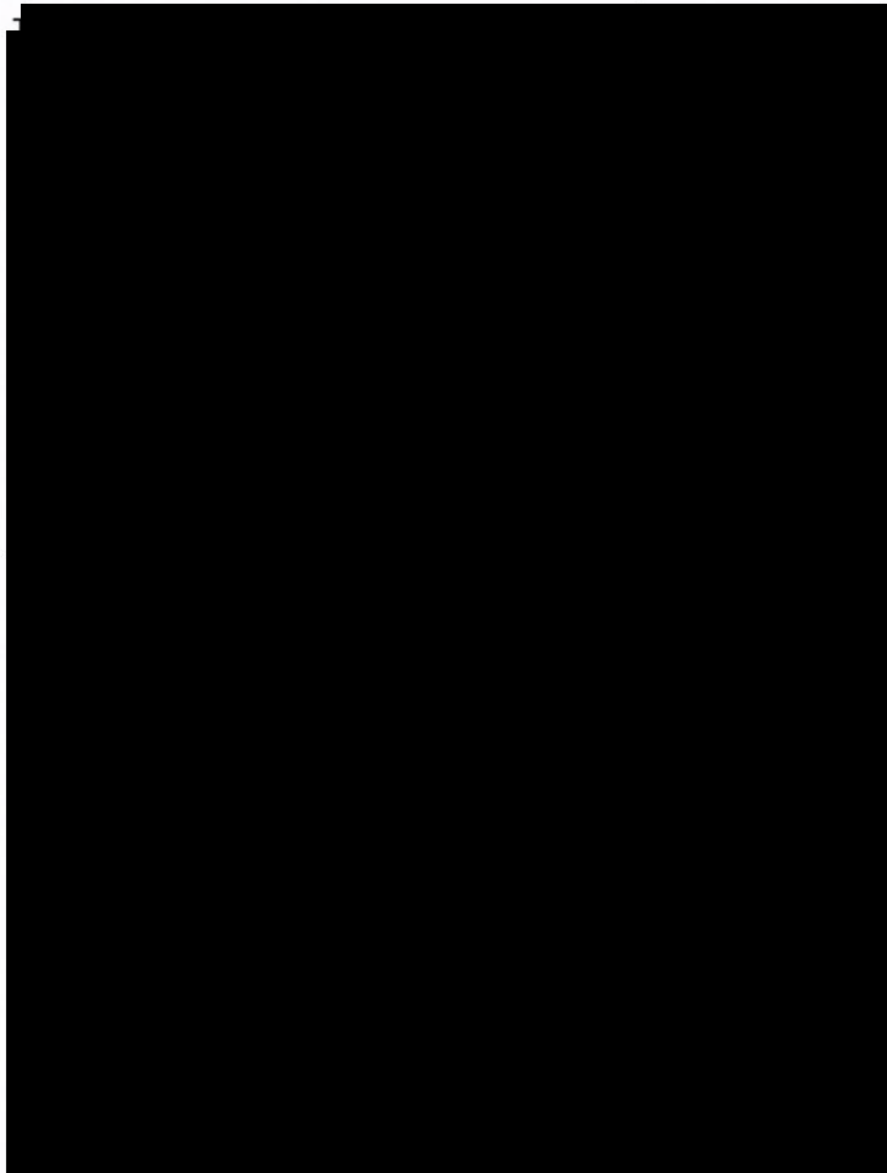
Delete X1 and replace with:

"Price Adjustment for Inflation

- X1.1 On each anniversary of the Contract Date, the *Client* or *Consultant* may apply to change the People Rates by multiplying the relevant people rates by the percentage increase or decrease in the Framework Index provided always that any increase shall not exceed Framework Index
- X1.2 Where the Framework Index is no longer published, the *Client* and *Consultant* may agree a fair and reasonable replacement adjustment to the Framework Index or, if appropriate, shall agree a revised formula that in either event will have substantially the same effect as that specified.
- X1.3 The *Service Manager* notifies the *Consultant* of any change to the People Rates."

Part two – Data provided by the *Consultant*

1 Statements given
in all contracts



e,

e,

2 The *Consultant's*
main responsibilities

If the *Consultant* is
to provide the 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 N/A

If the *Consultant* is
to decide the
completion date for

The *completion date* for the whole of the *service* is N/A

the whole of the
service

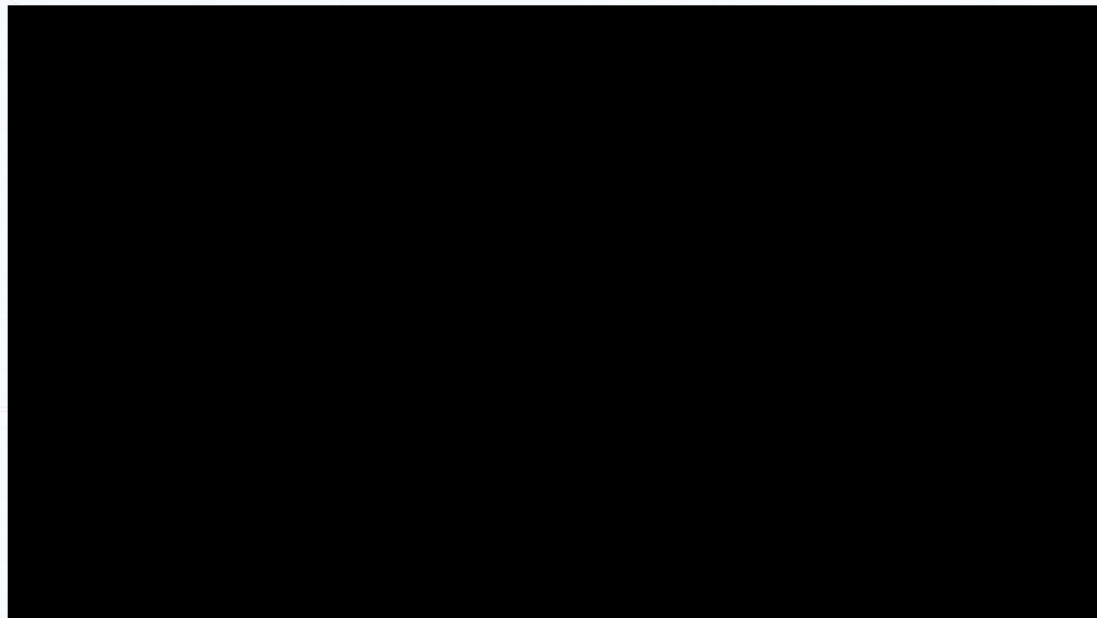
5 Payment [REDACTED] (Ex VAT) forecast of the total Defined Cost

If the *Consultant*
states any
expenses

The *expenses* stated by the *Consultant* are to be agreed by the Service Manager, in line with DEFRA expenses policy

If Option A or C is
used NA

Resolving and
avoiding disputes



Option X10
Information
modelling If Option X10 is used
NA

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

The Information Execution Plan identified in the Contract Data is NA

Option Y(UK)1
Project bank
account

If Option Y(UK)1 is used

NA

**Data for the
Schedule of Cost
Components (used
only with Options C
and E)**

Schedule of rates can be found in schedule 2

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

Schedule 1 – Specification

1. Purpose

The purpose of this document is to set out the SCAH Cost Partner and Programme Support Schedule of Services (SoS).

The SoS is to be provided by the Cost Partner supplier as per the Defra Cost Partner Services Proposal submitted to T [REDACTED]

In addition to Cost Partner Services, provision of CPO leadership services are to be provided as set out below.

2. Overview

The accountable person(s) for the above are:

- [REDACTED]
- [REDACTED]

The consultant will be required to provide and undertake cost advice, input and support to the SCAH Programme as instructed. The list of services below provides the services required by this contract.

3. Scope of Services

Cost Partner and Programme Support

Cost Manager on the Science Hub and Infrastructure for RIBA 3 supporting and working with the Delivery Partner. To meet the parallel requirements of cost management (estimating) and assurance, these are to be delivered separately. These functions operate exclusively with each other, the estimating function is focused on setting the budgets for business cases. The assurance function is a separate team which is responsible for assuring the budgets and managing change.

The following tasks and services are being provided at the end of RIBA 2 and these are to be continued into RIBA 3. There needs to be a focus on controlling the costs and delivering a design (by the Technical Partner) that meets budgets during RIBA 3. A cost management team is needed that are experienced and have proven that they can identify scope creep and control these costs within a design stage.

A. Programme Strategic Cost Support (LOD 2)

Provide support and guidance to the SLT and PEX on all cost and commercial advice (the cost management team are separate to this role and covered below).

Responsibility for the estimating of the works estimate and associated cost of delivery of sub-programme scope/project for all the capital works of the programme including the quantification of risk registers and the uncertainty allowances. Lead the cost assurance of projects which reviews and assures the individual in flight projects which go through gateways. This function is separate to the estimating function and the following are some of the roles:

Programme Business Cases / FBCs (Science and Infrastructure)

1. Input into finance case (implementation, life cycle costing) – collation of all project cost information and holistic cost view for finance case)
2. Support all other cases, strategic, economic, commercial, management, as required.

End Stage Cost Assurance

3. Review, challenge, and agree cost models, estimates, and plans with consultants and colleagues on all projects.

Project Business Cases

4. Review and input in finance, commercial and economic case in seeking project approvals to PEx/SCAH red team.

Programme Contingency Management

5. Maintain and run monthly programme contingency tracker including assessment on sufficiency of remaining contingency (OB, programme QRA, etc.).

Finance Planning

6. Review, challenge, and agree monthly cost reports, produced by delivery, on all major projects.
7. Participation in Spending Review planning process to provide indicative cost estimates of future expenditure on the programme.

General

8. Maintaining internal benchmarks for construction cost and consultants' fees.
9. Look for cost savings opportunities across all aspects of the programme. Support Project or Programme wide Value Engineering exercises, as necessary.
10. Providing internal cost advice including cost support at programme level.
11. Providing proactive procurement, cost advice and analysis to the programme.
12. Provide exit plan.
13. Continue to provide CPO leadership services to support risk management, reporting, business case production and other key functions as required.

B. Cost Management

The cost management team are responsible for the preparation of the estimates for all aspect of the Science Hub buildings, the following is a summary of major tasks:

Cost Plans

1. Cost planning and estimating of projects to RIBA Stage 3.
2. Participate in design meetings with the Technical Partner.
3. Input into Tier 1 procurement.
4. Support in any soft market testing prior to Tier 1 engagement.
5. Review cashflows with schedule updates.
6. Participate in risk workshops and cost risk registers.

Cost Reporting

7. Monthly cost reporting including cashflows / works done.
8. Input into project highlight reports.

Whole Lifecycle Costing (WLC)

-
9. Lifecycle costing (FM, Utilities, Asset Replacement) for OBC, FBC submissions

4. OTHER

Provide monthly cost reporting for the contract showing fee expended and forecast costs to completion based on known scope with detail of work completed. Attendance and weekly and monthly progress meetings as requested by the client, providing input as required.

Key performance Indicators shall be agreed within the first month of contract start with the Authority's contract managers.

5. END OF TERM HANDOVER.

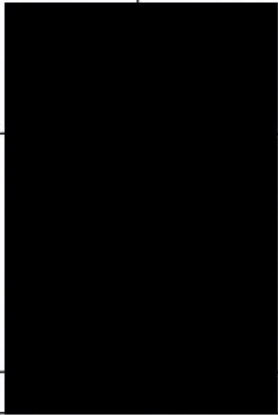
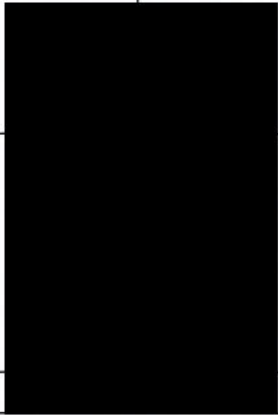
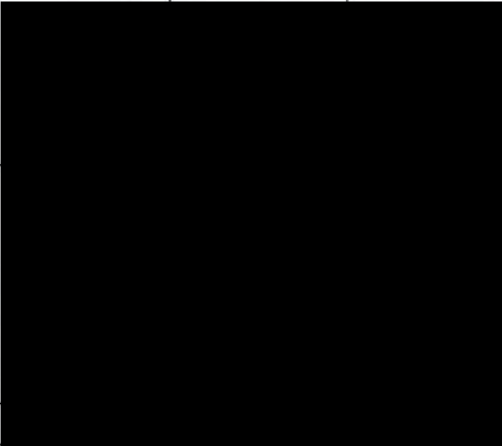
The Consultant shall produce an exit plan with reasonable notice for handover.

The Exit plan should define the actions that shall be taken to ensure a seamless transition should cover Exit plan and unplanned / unforeseen Exit.

The Exit Plan shall detail as a minimum:

- How Exit data information list to be obtained (Authority data and any other material and information which the Delivery Partner and/or Authority shall reasonably require to assist with a successful exit).
- The management structure to be employed during both transfer and cessation of the Services.
- A detailed description of both the transfer and cessation processes, including a timetable.
- How the Services/Deliverables will transfer to the Replacement Supplier and/or the Authority, including details of the Hand-over procedures, treatment of Intellectual Property, data to be transferred, processes, documentation, systems migration, security and the segregation of the Authority's technology components from any technology components operated by the Supplier or its Sub-contractors (where applicable)
- How each of the issues set out in the Exit plan will be addressed to facilitate the transition of the Services from the Consultant to the Delivery Partner and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the transition
- Proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Services/Deliverables following the Expiry Date
- Proposals for the identification and return of all Authority Property in the possession of and/or control of the Supplier or any third party and proposals for the disposal of any redundant Deliverables and materials.
- Items/Data that are not required to be transferred back – confirmation and evidence (if required) that they have been appropriately removed/destroyed.

Schedule 2- Price/rates

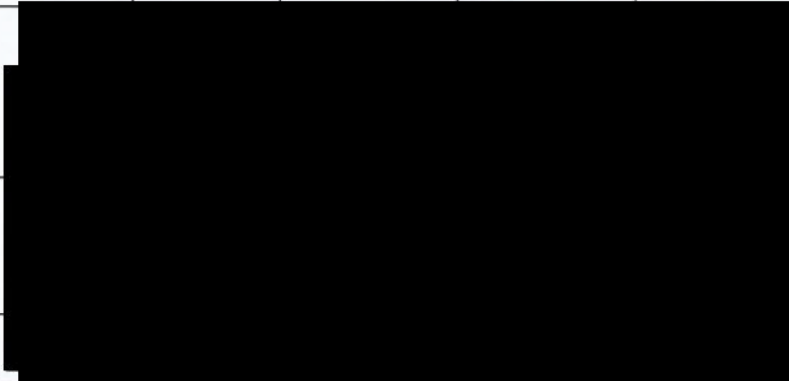
Cost Management - Rate Card					
			Cost Estimating / Cost Planning Team	Programme Cost Assurance Team	Whole Life Cycle (LCC, FM and Utilities, Risk)
Grade	Hourly Rate	Day Rate (23/24 Rates)	Named Individuals (where applicable)	Named Individuals (where applicable)	Named Individuals (where applicable)
Cost Management Science SME					
Senior Director					
Partner or Director					

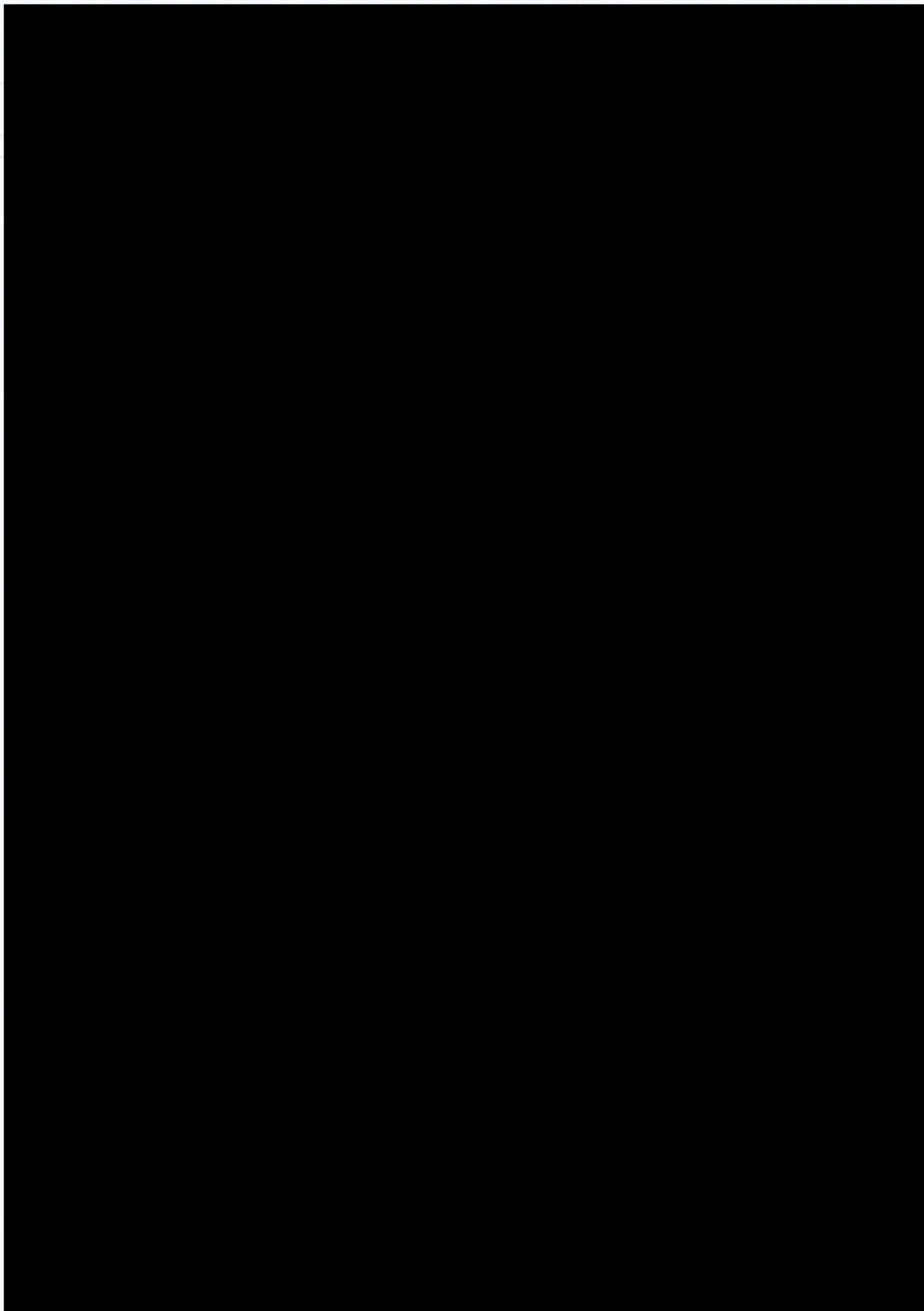
Principal Associate Director					
Senior Professional					
Professional					
Assistant role or Senior Technician					
Technician					
Admin/Junior Technical apprentice/trainee					

Programme / Project Managmeent - Rate Cards					
			Central Programme Office		

Grade	Hourly Rate	Day Rate (23/24 Rates)	Named Individuals (where applicable)		
Programme Cost Lead					
Senior Director					
Director					
Principal / Associate Director					
Senior Professional					
Professional					
Senior Technician					
Technician/ Graduate					
Administration					

Off Framework People Rates

Grade	Hourly Rate	Day Rate (23/24 Rates)	Named Individuals (where applicable)		
Cost Management Science SME					
SME - Utilitites Specialist - Director					
SME - Facade Specialist - Director					



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