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Crown Commercial Service

**CONSTRUCTION PROFESSIONAL SERVICES FRAMEWORK SCHEDULE 5
TEMPLATE CALL OFF AGREEMENT (INCORPORATING THE NEC3 PROFESSIONAL SERVICES CONTRACT
APRIL 2013) AND CONTRACT DATA**

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Date 18th August 2023

FORM OF AGREEMENT

Incorporating the NEC3 Professional Services Contract April 2013

Between

Secretary of the State for the Home Department acting as part of the Crown.

And

AECOM Ltd

For the provision of

Construction Professional Services (RIBA 0-2)

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THIS AGREEMENT is made the 18th day of August 2023

PARTIES:

1. Secretary of the State for the Home Department acting as part of the Crown (the "Hirer"); and
2. **AECOM Ltd** which is a company incorporated in and in accordance with the laws of United Kingdom. Company No. [REDACTED] 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 1st October 2021 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) On the 15 June 2023 the Employer, acting as part of the Crown, and in the Framework, Agreement is identified as a "Contracting Authority" invited the Consultant along with other framework suppliers to tender for the Employer's construction professional services requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement).
- (D) On the 30 June 2023 the Consultant submitted a tender response and was subsequently selected by the Employer to provide the services.
- (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 *Employer* 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 Services 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 NEC3 Professional Services Contract April 2013 and incorporating the following Options:
W2, Option A and 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 NEC3 Professional Services Contract April 2013 Edition 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 *services* and supersedes and extinguishes all prior

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arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.

5. Neither party has been given, nor entered into this agreement 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 [REDACTED] for and on behalf of Secretary of the State for the Home Department acting as part of the Crown

[REDACTED]

Signed by [REDACTED] for and on behalf of AECOM Ltd under [REDACTED]

[REDACTED]

Professional Services Contract

Contract Data

Part one – Data provided by the *Employer*

- 1 General**
- The *conditions of contract* are the core clauses and the clauses for main Option A, dispute resolution Option W2 and secondary Options X1, X2, X10, X20, Y(UK)2, and Z of the NEC3 Professional Services Contract (April 2013).
 - The *Employer* is the Home Office, 2 Marsham Street, London, SW1P 4DF
 - 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.
 - The *services* are Construction Professional Services (RIBA 0-2).
 - The Scope is in Attachment 1 - Construction Professional Services (RIBA0-2) - Statement of Requirements – Final, as part of the Invitation to Tender (ITT).
 - The *language of this 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
 - The *period for reply* is two weeks. Special requests may be made to the Consultant to respond in less time than two weeks. This will be identified at the time of the request.
 - The *period for retention* is 6 years following Completion or earlier termination.
 - The *Adjudicator nominating body* is the Chartered Institute of Arbitrators
 - The *tribunal* is or arbitration

2 The Parties' main responsibilities

- The *Employer* provides access to the following persons, places and things
 - access to *access date*
 - TBC TBC

3 Time

- The *starting date* is 18th August 2023.
- The *Consultant* submits revised programmes at intervals no longer than one month.

4 Quality

- The quality policy statement and quality plan are provided within 4 weeks of the Contract Date.
- The *defects date* is 4 weeks after Completion of the whole of the *services*.

5 Payment

- The *assessment interval* is 30 days
- The *currency of this contract* is the pound sterling (£).
- The *interest rate* is [REDACTED] above the Bank of England base rate in force from time to time.

8 Indemnity, insurance and liability

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

event	cover	Period
failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	[REDACTED] 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 based on the current insurances market	from the <i>starting date</i> until 6 years following completion of the whole of the <i>services</i> or earlier termination

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death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	As required under Framework Agreement	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination
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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	As required under Framework Agreement	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination
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- The *Consultant* provides these additional insurances
N/A
- Deductibles are N/A
- The *Employer* provides the following insurances
Insurance against N/A
Cover is N/A
Period of cover N/A
Deductibles are N/A
- The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to [REDACTED] for each and every claim, up to a maximum value in aggregate in line with the *Consultant's* Professional Indemnity insurance.

Optional Statements

If the *Employer* has decided the *completion date* for the whole of the *services*

- The *completion date* for the whole of the *services* is TBA on a Statement of Work basis.

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

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- The *Consultant* is to submit a first programme for acceptance within two weeks of the Statement of Work Start Date.

If the *Employer* has identified work which is to meet a *stated condition* by a *key date*

- The *key dates* and *conditions* to be met will be agreed on an individual Statement of Work basis.

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 as per the Government Prompt Payment Policy

If the *tribunal* is arbitration

- The *arbitration procedure* is the London Court of International Arbitration Rules;
- The number of arbitrators shall be three
- The place where arbitration is to be held is London or virtual
- The language to be used in the arbitration proceedings shall be English
- If the parties cannot agree the identity of the arbitrator then the nominating body shall be: Chartered Institute of Arbitrators

If Option A is used:

- Not used.

Option X1 If Option X1 is used

- The *index* as agreed via Crown Commercial Services under the maximum Framework Rate on RM6165 Construction Professional Services

Option X2 If Option X2 is used

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

Option X10 If Option X10 is used

- Not used

Option X20 If Option X20 is used (but not if Option X12 is also used)

- *The incentive schedule* for Key Performance Indicators is to be agreed within 30 days of the contract signature
- A report of performance against each Key Performance Indicator is provided at intervals of three months.
- Where X20 is used, the amount due under clause 50 is adjusted to account for the application of the *incentive schedule*.

Option Z

Contract Data
relating to Z clauses

- Option Z2 Identified and defined terms**
applies
- Option Z4 Admittance to Employer'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 Z10 Freedom of information**
applies
- Option Z8 Conflict of interest**
applies
- Option Z9 Publicity and Branding**
applies
- Option Z13 Confidentiality and Information Sharing**
applies
- Option Z14 Security Requirements**
applies
- Option Z16 Tax Compliance**
applies
- Option Z22 Fair payment**
applies
- Option Z26 Building Information Modelling**

applies

Option Z42 The Housing Grants, Construction and Regeneration Act 1996

applies

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)

applies

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* None

Part two – Data provided by the *Consultant* (To be completed on a per *Statement of Work* basis)



Home Office

Construction Professional Services (RIBA 0-2): Statement of Work Template

Title & Reference	[Insert details]
Status	Choose an item.
Procurement/Contract Lead	[Name/Title/Contact Information]
Commercial SCS	[Name/Title/Contact Information]
Project Lead	[Name/Title/Contact Information]
Awarded Supplier	[Name]
Supplier Contract Lead	[Name/Title/Contact Information]
Total contract value submitted by Supplier	[Insert details]*
Budget Approved	[Insert details of approvals]
Contractual Term	Start Date: Click or tap to enter a date. End Date: Click or tap to enter a date.
Business Unit	[Insert details]
Cost Code	[Insert details]
Special Terms and Conditions	[Insert details of any special terms]

*Breakdown of commercial terms (e.g. day rates, grades, number of days etc)., to be detailed in Appendix 1

DESCRIPTION OF SERVICES

<p>Overview of Requirement</p> <p><i>(Please provide information on the background of the request and why the project is being initiated).</i></p>	[Insert details]
Does this SOW include the handling of sensitive personal data?	Choose an item.
Is the project highly sensitive/confidential?	Choose an item.
Does the project require SC or other clearance levels?	[Insert details]
<p>Location</p> <p><i>(Please specify where the supplier must deliver the service).</i></p>	[Insert details]
<p>Scope of Service</p> <p><i>(Please provide a detailed description of the scope of service. This should include information such as the purpose, key objectives, and the desired outcome for the service/project you are requesting).</i></p>	[Insert details]
<p>Key Deliverables</p> <p><i>(Please define the key deliverables for this SOW in as much detail as possible to ensure that Suppliers can respond effectively ahead of the evaluation and selection process.</i></p> <p><i>The deliverables should include:</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> <i>that is required to be delivered</i> <input type="checkbox"/> <i>that project tasks need to be completed</i> <input type="checkbox"/> <i>that will be produced an output</i> <input type="checkbox"/> <i>when it requires to be delivered)</i> 	[Insert details]
<p>Acceptance Criteria</p> <p><i>(Please outline the criteria the Supplier needs to fulfil in order to meet each respective deliverable and for you to release payment to them for the associated milestone. It is important that these are objective measures and not subjective. For example: <Supplier> to provide <OCM> with base line plan of work</i></p>	[Insert details]

activity to be signed off via email no later than <Date>)	
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APPENDIX 1 – COMMERCIAL BREAKDOWN

Include the names and job titles of all of the team to be deployed.

For Core Services; pricing should be broken down by role, day rate, and number of days to give an overall total cost of the service. The days rates must not exclude the maximum rate charge as per the Terms and Conditions of the Construction Professional Services (RIBA 0-2).

For Non-Core Services this will be provided with details of the subcontractor + the agreed mark-up as per the Terms and Conditions of the Construction Professional Services (RIBA 0-2).

APPENDIX 2 – TIMELINE OF ACTIVITIES

Provide a summary of the agreed timelines, deliverables and acceptance criteria milestones.

APPENDIX 3 – ADDITIONAL CLAUSES

Provide a summary of the proposed amendments to the standard terms.