
Crown Commercial Service

CONSTRUCTION PROFESSIONAL SERVICES FRAMEWORK SCHEDULE 5

**CALL OFF AGREEMENT (INCORPORATING THE NEC3 PROFESSIONAL SERVICES CONTRACT APRIL 2013) AND
CONTRACT DATA**

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Date 24th June 2024

FORM OF AGREEMENT

Incorporating the NEC3 Professional Services Contract April 2013

Between

UK Health Security Agency

And

Tetra Tech Limited

For the provision of

Construction Design and Construction Professional Services

THIS AGREEMENT [BY DEED] is made the 24th day of June 2024

(Delete 'By Deed' where the contract is to have a limitation period of only 6 years, rather than 12. If the contract is to have a limitation period of 12 years, then it must be executed as a deed)

PARTIES:

1. **UK HEALTH SECURITY AGENCY** whose offices are located at 5th Floor, 10 South Colonnade, London, E14 4PU acting as part of the Crown (the "**Employer**"); and
2. **TETRA TECH LIMITED** which is a company incorporated in and in accordance with the laws of England and Wales (Company No. 01959704 whose registered office address is at 3 Sovereign Square, Sovereign Street, Leeds, 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 RM6165 which is dated 01/10/2021 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) On the 12th December 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 15th February 2024 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:
Pricing Option A, W2, X Options X1, X2, X4, X8, X9, X10, X11, X20 and 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.

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- 4. This contract is the entire agreement between the parties in relation to the *services* 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 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.

Signed on behalf of UKHSA (the *Employer*)

[Redacted Signature]

Full Name: [Redacted]

Job Title/Role: [Redacted]

Date Signed: 25 July 2024

Signed on behalf of Tetra Tech Limited (the *Consultant*)

[Redacted Signature]

Full Name: [Redacted]

Job Title/Role: [Redacted]

Date Signed: 24 July 2024

Professional Services Contract

Contract Data

Part one – Data provided by the <i>Employer</i>	
1 General	<ul style="list-style-type: none"> The <i>conditions of contract</i> are the core clauses and the clauses for main Option A, dispute resolution Option W2 and secondary Options X1, X2, X4, X8, X9, X11, X20, and undernoted Z Clauses of the NEC3 Professional Services Contract April 2013.
	<ul style="list-style-type: none"> The <i>Employer</i> is UK Health Security Agency, 5th Floor, 10 South Colonnade, London, E14 4PU
	<ul style="list-style-type: none"> The <i>Adjudicator</i> is the person agreed by the Parties from the list of <i>Adjudicators</i> published by the Institution of Civil Engineers or nominated by the <i>Adjudicator nominating body</i> in the absence of agreement.
	<ul style="list-style-type: none"> The <i>services</i> are the provision of professional design services as deemed required to partner UKHSA in delivering technical design expertise, tendering vetting support, on-site clerk of works and commissioning management over a multitude of varying maturity <i>Projects</i>, with varying disciplines, skills and requirements. Larger <i>Projects</i> are envisaged to be engaged based upon RIBA stages 0 to 7. Smaller works are envisaged to be engaged based upon specific requirements unique for that <i>Project</i>. In all cases delivery and re-imbursement are to be based upon pre-agreed terms.
	<ul style="list-style-type: none"> The <i>Scope</i> is in Final-TetraTech-C291872-CDCPS-AppBGenStateReqs-v1.0
	<ul style="list-style-type: none"> The <i>language of this contract</i> is English. The <i>law of the contract</i> 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 <i>period for reply</i> is two weeks. The <i>period for retention</i> is 12 years following Completion or earlier termination.
	<ul style="list-style-type: none"> The <i>Adjudicator nominating body</i> is the Chartered Institute of Arbitrators The <i>tribunal</i> is litigation

	<ul style="list-style-type: none"> The following matters will be included in the Risk Register: those matters stated within documents for each individual <i>Project</i>. 	
2 The Parties' main responsibilities	<ul style="list-style-type: none"> The <i>Employer</i> provides access to the <i>Consultant</i> personnel who satisfy the security provisions of this contract and will be granted access to the following places and things 	
	Access to	Access date
	<ul style="list-style-type: none"> UKHSA sites, including offices, laboratories and scientific sites (to be stated in instruction when required) 	stated in instruction document, if required
	<ul style="list-style-type: none"> Access is set out in the <i>Scope</i>, or where applicable, will be set in each instruction of the <i>Employer</i> 	
3 Time	<ul style="list-style-type: none"> The <i>starting date</i> is the date that the <i>Consultant</i> receives acceptance of its offer from the <i>Employer</i>. The <i>Consultant</i> submits revised programmes in Microsoft Project at intervals no longer than one month, or within 3 days of receiving a request from the <i>Project Manager</i> for a revised programme. 	
4 Quality	<ul style="list-style-type: none"> The finalised quality policy statement and finalised quality plan are provided within four (4) weeks of the <i>Projects</i> defined start date as stipulated within the Service Request Form (SRF). The <i>defects date</i> for services is: <ol style="list-style-type: none"> the latter of: <ol style="list-style-type: none"> fifty-two (52) weeks after the Project Completion of each <i>Project</i> completion of the subsequent works. fifty-two (52) weeks after the termination of the engagement of the <i>Consultant</i> under a <i>Project</i>. 	
5 Payment	<ul style="list-style-type: none"> The <i>assessment interval</i> is monthly The <i>currency of this contract</i> is the pound sterling (£). The <i>interest rate</i> is, 3% per annum above the Bank of England base rate in force from time to time. 	
8 Indemnity, insurance and liability	<ul style="list-style-type: none"> The amounts of insurance and the periods for which the <i>Consultant</i> 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	from the <i>starting date</i> until 12 years following completion of the whole of the <i>services</i> or earlier termination
	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 Schedule 7 paragraph 12.1.1	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 this contract	As required under Framework Agreement Schedule 7 paragraph 12.1.1	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination
	<ul style="list-style-type: none"> The <i>Employer</i> will not provide any insurances to the <i>Consultant</i> 		
	<ul style="list-style-type: none"> The <i>Consultant's</i> total liability to the <i>Employer</i> 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 		
Optional Statements	<ul style="list-style-type: none"> The <i>service period</i> is three years from the <i>starting date</i> with the option to extend up to a further two years at the discretion of the <i>Employer</i>. 		
	If the <i>Employer</i> states any expenses: The expenses stated by the <i>Employer</i> are		

	Item	Amount
	Accommodation – London	Up to £■■■■ per night
	Accommodation – Rest of UK	Up to £■■■■ per night
	Subsistence > 5 hours	Up to £■■
	Subsistence >10 hours	Up to £■■
	Subsistence > 12 hours (after 7pm)	Up to £■■
	Evening meal allowance	Up to £■■■■
	Mileage <10,000 (per mile)	£■■■■ per mile
	Mileage >10,000 (per mile)	£■■■■ per mile
	Passenger Rate (1 st passenger per mile)	£■■■■ per mile
	Passenger Rate (subsequent passenger per mile)	£■■■■ per mile
	If Option A is used: <ul style="list-style-type: none"> The <i>Consultant</i> prepares forecasts of the total <i>expenses</i> at intervals no longer than 4 weeks. 	
Option X1	If Option X1 is used <ul style="list-style-type: none"> The <i>index</i> is EARN01 Average Weekly Earnings excluding bonuses excluding arrears (seasonally adjusted), Construction (K54S) 	
Option X2	If Option X2 is used <ul style="list-style-type: none"> The <i>law of the project</i> is the law of England and Wales. 	
Option X8	If Option X8 is used <ul style="list-style-type: none"> The <i>collateral warranty agreements</i> are in the form(s) contained in the Scope or if not contained in the Scope the form(s) attached as a Contract Schedule and shall be made in favour of <ul style="list-style-type: none"> Third party Final-TetraTech-C291872-CDCPS-AppHRCEChiltonColWar-v1.0 Final-TetraTech-C291872-CDCPS-AppIRCEGlasgowColWar-v1.0 Final-TetraTech-C291872-CDCPS-AppJRCELeedsColWar-v1.0 Final-TetraTech-C291872-CDCPS-AppKSubConColWar-v1.0 	
Option X20	If Option X20 is used (but not if Option X12 is also used)	

	<ul style="list-style-type: none"> • <i>The incentive schedule</i> for Key Performance Indicators is – not used • A report of performance against each Key Performance Indicator is provided at intervals of one (1) months.
Option Z	<ul style="list-style-type: none"> • The <i>additional conditions of contract</i> are as selected below and as detailed in the appended Standard Boilerplate Amendments, and additional z clauses Z102, Z103, Z104 and Z105

**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

does not apply, but may apply to a Project Order in accordance with Z103, and will be supplemented by the Employer with an information execution plan

Option Z42 The Housing Grants, Construction and Regeneration Act 1996

applies

Option Z44 Intellectual Property Rights

applies

Option Z45 HMRC Requirements

applies

Option Z46 MoD DEFCON Requirements

does not apply

Option Z47 Small and Medium Sized Enterprises (SMEs)

applies

The percentage of the *Consultant's* Subconsultants required to be SMEs is 5%

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

Option Z102 Further Definitions

(1) A **Project** is an individual project within the *services* which:

- a. is set out in the Scope, or
- b. the *Employer* may instruct the *Consultant* to carry out.

(2) A **Project Order** is the *Employer's* instruction to carry out a Project.

(3) **Project Completion** is when the *Consultant* has done all the *services* in the Project.

(4) **Project Completion Date** is the date for completion stated in the Project Order unless later changed in accordance with this contract.

(15) **Service Information** is information which either

- specifies and describes the service or
- states any constraints on how the Consultant Provides the Service

Z103 Projects

Z103.1 A Project Order includes

- a detailed description of the *services* in the Project,
- an *activity schedule* in the Project in which items taken from the Schedule of Cost Components are identified,
- the starting and completion dates for the Project,
- the total of the Prices for the Project

The *Employer* consults the *Consultant* about the contents of a Project Order before he issues it

Z103.2 When a Project Order is issued

- the priced list of items for the Project is inserted in the Schedule of Cost Components, and
- the *services* involved is added to the Service Information

An instruction to carry out a Project is not a compensation event.

Z103.3 The *Consultant* does not start any *services* included in the Project until the *Employer* has instructed him to carry out the Project and does the *services* so that Project Completion is on or before the Project Completion Date.

No Project Order is issued after the end of the *service period*.

If Project Completion is after the end of the *service period*, the *service period* is extended until Project Completion. The *Employer* does not issue a Project Order during this extended period.

The *Employer* may issue an instruction changing a Project Order.

Project Order Programme

Z103.4 The *Consultant* submits a Project Order programme to the *Employer* for acceptance within the period stated in the Contract Data.

The *Consultant* shows on each Project Order programme which he submits for acceptance:

- the Project starting date and the Project Completion Date,
- planned Project Completion,
- the order and timing of the operations which the *Consultant* plans to do in order to complete the Project,
- provisions for
 - float,
 - time risk allowances,
 - health and safety requirements and
 - the procedures set out in this contract,
- the dates when, in order to Provide the Service in accordance with his Project Order programme, the *Consultant* will need
 - access to the Affected Property,
 - acceptances,
 - and other things to be provided by the Employer and
 - information from Others,
- for each operation, a statement of how the *Consultant* plans to do the *services* identifying other resources which he plans to use and
- other information which the Service Information requires the *Consultant* to show on a Project Order programme submitted for acceptance.

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- Z103.5 Within two weeks of the *Consultant* submitting a Project Order programme to him for acceptance, the *Employer* either accepts the programme or notifies the *Consultant* of his reasons for not accepting it. A reason for not accepting the Project Order programme is that
- the *Consultant's* plans which it shows are not practicable,
 - it does not show the information which this contract requires, or
 - it does not comply with the Service Information.

Revising the Project Order programme

- Z103.6 The *Consultant* shows on each revised Project Order programme
- the actual progress achieved and its effect upon the timing of the remaining *services*,
 - the effects of implemented compensation events,
 - how the *Consultant* plans to deal with any delays and to correct notified Defects and
 - any other changes which the *Consultant* proposes to make to the Project Order programme.

- Z103.7 The *Consultant* submits a revised Project Order programme to the *Employer* for acceptance
- within the period for reply after the *Employer* has instructed him to, and
 - when the *Consultant* chooses to.

The latest programme accepted by the *Employer* supersedes previous accepted programmes

- Z104 After clause 60.1 (12) add the following:
- (13) The *Employer* issues an instruction changing a Project Order. If the effect of a compensation event which is an instruction changing a Project Order is to reduce the total Time Charge, the Prices are reduced.
- (14) The *Consultant* receives the Project Order after the *starting date* stated in the Project Order.
- (15) A Project Completion Date is later than the *service period*.
- Z105 Where the *Employer* issues a Project Order to the *Consultant* for *services* in a location not stated in the Contract Data, if the *location of the services* is not stated in the Contract Data Part 1, and if the *Employer* is the tenant, then the *Consultant* will provide a client collateral warranty agreement to the landlord as the beneficiary.
- Z105 Where the *Consultant* subcontracts any of the services, the *Consultant* will arrange a collateral warranty agreement between the *Employer* and each Subconsultant(s) providing a part of the *services*.
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