

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

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Date 08/01/2025

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

Mott MacDonald

For the provision of

Technical Service Provider (TSP) For RMEC Package 2 – HM Naval Base Portsmouth

DIO Contract Number: 712246450

CCS RM6165 Framework Lot 5

ACUA Reference: CPS1-35418-2024

THIS AGREEMENT is made the 15 of January 2025

PARTIES:

1. **Ministry of Defence** acting as part of the Crown (the "**Client**"); and
2. **Mott MacDonald Limited** which is a company incorporated in and in accordance with the laws of **England & Wales** (Company No. **1243967** whose registered office address is at 10 Fleet Place, London, United Kingdom, EC4M 7RB (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 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

.....

[SIGNATURE OF DIRECTOR]

Executed under hand by
The Secretary of State for Defence

acting by

.....
(Authorised Signatory)

Date... 15 January 2025

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, X20 and Z Clauses

The *service is*

determined for RMEC Package 2 in Lot 5 of the Framework Agreement RM6165.

The *Client* is

Name

Defence Infrastructure Organization

Address for communications

Address for electronic communications

The *Service Manager* is

Name

Address for communications

Address for electronic communications

The Scope is in

RMEC Package 2 - Technical Statement of
Requirement & Schedule of Services
documents "20240617-
DEO_RMEC_Ports_Scope"

The *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is except that

• The *period for reply* for is

• The *period for reply* for is

The *period for retention* is year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than

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

	<i>condition</i> to be met	<i>key date</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

If Option A is used

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

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

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

access	access date
(1) HM Naval Base Portsmouth	Contract Award
(2)	
(3)	

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

Monthly

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

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

N/A programme identified in part two of the contract data.

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

8th of December 2025

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

Monthly

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

The period within which payments are made is

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are

If Option C is used:

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

share range		Consultant's share percentage	
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 starting date 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 Aldergate Street,
Barbican,
London EC1A 4HT

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

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 information Execution Plan for acceptance is six weeks.

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

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

Included in RMEC 2 TSP KPIs RIBA 2.xlsx and reporting details included in DEFFORM 539B.

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"/>

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are included in '20240719 Appendix A_Standard-
Boilerplate-Amendments-NEC4-PSC – RMEC 2'.

PART TWO – DATA PROVIDED BY THE *CONSULTANT*

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

1 General

The *Consultant* is

Name

Mott MacDonald Limited

Address for communications

10 Temple Back
Bristol,
BS1 6FL

Address for electronic communications

The *fee percentage* is

15 %

The *key persons* are

Name (1)

Job

Project Principal

Responsibilities

Project Director

Qualifications

Chartered Engineer, Meng (Hons) Civil
Engineering

Experience

Name (2)

Job

Project Manager

Responsibilities

Project Manager

Qualifications

MRICS Project Manager

Technical & Commercial Submission

The following matters will be included in the Early Warning Register

N/A

2 The Consultant’s main responsibilities

If the <i>Consultant</i> is to provide Scope	The Scope provided by the <i>Consultant</i> is in	The Scope provided by the <i>Consultant</i> is as understood and defined in our Technical & Commercial Submission dated 26 September 2024
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3 Time

If a programme is to be identified in the Contract Data	The programme identified in the Contract Data is	The programme identified in the Contract Data is within our Technical and Commercial Submission ref: ROR 1 Delivery Plan Annex B.
If the <i>Consultant</i> is to decide the <i>completion date</i> for the whole of the <i>service</i>	The <i>completion date</i> for the whole of the <i>service</i> is	8 th of December 2025 as defined within our Technical and Commercial Submission ref: ROR 1 Delivery Plan Annex B.

5 Payment

If the <i>Consultant</i> states <i>expenses</i>	The <i>expenses</i> stated by the <i>Consultant</i> are any	
	item	amount
	Surcharge on subcontractor fees	10%
	Travel by car:	45 pence per mile
	Travel by rail/air/taxi or other means	Full cost of available fares
	Accommodation	Full cost of available accommodation
	Printing or other required deliverables	At cost

If Option A or C is used	The <i>activity schedule</i> is	The activity schedule is within our Commercial Submission document ref: “20240821_RMEC_Ports_Submission” excel workbook.
	The tendered total of the Prices is	£181,795.17 ex VAT

Resolving and avoiding disputes

The <i>Senior Representatives</i> of the <i>Consultant</i> 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

-As defined in the Technical & Commercial Submission RoR A5 document ref: "Z9N0081Y23-MMD-XX-XXXX-PL-IM-000001-Pre-Appointment BEP-C00600-XX-XX"

~~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

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

<div></div>	<div></div>	%
<div></div>	<div></div>	%
<div></div>	<div></div>	%

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

The *people rates* are CCS RM6165 Framework Rates, adjusted for inflation year on year in accordance with that Framework.

category of person	unit	rate
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>