

TERM SERVICE
DELIVERY AGREEMENT

(NEC PROFESSIONAL SERVICES CONTRACT)

This is a Service Delivery Agreement as defined in the Framework Agreement made between Scape Procure Limited (1) and Perfect Circle JV Ltd (2) dated 29th January 2021 (the 'Agreement'). Except where the context otherwise requires, all terms defined in the Framework Agreement shall have the same meaning in this Service Delivery Agreement.

THIS AGREEMENT is made on 13/01/2022

BETWEEN

1. the Client	Defence Infrastructure Organisation	2. the Consultant	Perfect Circle JV Ltd
	of		whose registered office is
Address for Communications	Kingston Road Sutton Coldfield West Midlands B75 7RL	Address for communications	Halford House Charles Street Leicester LE1 1HA
Telephone	REDACTED	Telephone	REDACTED
Address for electronic communications	REDACTED @mod.go.uk	Address for electronic communications	REDACTED @aecom.com

FOR THE SERVICES OF Project Management and Technical Support Services

Commission Name
JSP 315 Technical Support Review

Commission No.
5913

Introduction

NEC3 Professional Services Contract Option G

This Delivery Agreement incorporates the NEC 3rd edition Professional Services Contract April 2013 (the NEC3 Professional Services Contract).

Any subsequent amendments to the NEC3 Professional Services Contract shall apply to this Model Delivery Agreement, if agreed in writing by Scape and the Partner, but shall only be incorporated into Delivery Agreements executed after such amendments are published and their inclusion has been agreed accordingly with Scape.

The following rules apply to the incorporation of clauses into a Delivery Agreement:

- a) The contract clauses are varied by the incorporation of option clauses, or a Z clause.
- b) The Client has sole discretion to the choice of Contract Option and Secondary options as noted above
- c) The Client shall act as the Employer in this contract
- d) The 'Client Proposed Appointment Charge' from the Framework Commercial Model is shown as the 'Employer Proposed Appointment Charge' in this agreement
- e) The task schedule must include the appropriate components of the Framework Commercial Model uplifted in accordance with the Framework Agreement, e.g. using the Uplift Percentage appropriate to the forecast value of the Delivery Agreement
- f) staff rates must include the appropriate rates for the Service drawn from the Framework Commercial Model and uplifted in accordance with the Framework Agreement e.g. for regional adjustment factor appropriate to the location of services delivered under the Contract and the Uplift Percentage appropriate to the forecast value of the Delivery Agreement

Whereas:

This Delivery Agreement is made pursuant to the Framework Agreement dated 29th January 2021 made between Scape Procure Limited and the Perfect Circle JV Ltd (the 'Framework Agreement') and incorporates those provisions of the Model Delivery Agreement set out in the Framework Agreement.

When using this Delivery Agreement, the Partner and Client (as stated in the Framework Agreement) are the parties named as 'Consultant' and 'Employer' respectively.

IT IS AGREED as follows:

1. The Consultant's Obligations

The Consultant provides the services and complies with his obligations, acting as the Consultant in accordance with the conditions of contract set out in the Contract Data herein.

2. The Employer's Obligations

The Employer pays the amount of money and complies with its obligations in accordance with the conditions.

Contract Data and Service Information

Information provided by the Parties

The following details the Contract Data and associated Scope / Service information which is provided by the parties for this Delivery Agreement and Appended for execution.

The Main Contract Data must be completed in full and uploaded using ONLY the standard template provided by Scape'

Main Contract Data:

General Project Information,
Clauses Applicable to Main Options and Secondary options where applicable,
Data Pertaining to Optional (X) Clauses,
Y Clauses and Z Clauses where applicable.

Contract Data Provided by the Client:

Contract Data Provided by the Consultant:

Additional Contract Data provided by the parties.

One or more files may be attached in each section of the table below.
Please itemise and upload in the order you wish documents to be appended.

Ref	Item Description	Attach
001	Service Request Proposal	
		Continues

Contract Data and Service Information

Additional Contract Data provided by the parties.

One or more files may be attached in each section of the table below.

Please itemise and upload in the order you wish documents to be appended.

Ref	Item Description	Attach
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DocuSign Envelope ID: EDAAA002-2D67-4120-BBDF-EF67163906F4

[The execution details for the Client below are an example intended for use with DocuSign and may be amended by the Client to suit their normal practice, if required. If the Client chooses to sign the Agreement on paper, only this page should be returned by upload using the DocuSign Print and Sign function]

Executed as a simple contact (under hand) for and on behalf of)
Defence Infrastructure Organisation)

by)

REDACTED

13/1/2022

Authorised Signatory

REDACTED

Full Name

Senior Commercial Officer

Position/Title

Executed as a simple contact (under hand) for and on behalf of)

Perfect Circle JV Ltd)

by)

REDACTED

13/1/2022

Authorised Signatory

REDACTED

Full Name

Director

Position/Title

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Main Contract Data

Contract Data: Part One – Data provided by the Employer

1. General

The conditions of contract are (as each has been amended by Option Z) the core clauses and the clauses for main Option G, dispute resolution Option W2 and secondary Options X1, X2, , X9, , X11, X18, , Y(UK)2, Y(UK)3 of the NEC3 Professional Services Contract April 2013.

The Employer is

Name: Defence Infrastructure Organisation

Address: DIO, Kingston Road, Sutton Coldfield, West Midlands, B75 7RL

Telephone: 07811 723405

E-mail address: **REDACTED** @mod.gov.uk

The Adjudicator is

Name: Not named

Address: N/A

Telephone: N/A

E-mail address: N/A

The services are Project Management and Technical Support services

.

The Scope is in the Service Request Form annexed to this contract

.

The language of this contract is English

.

The law of the contract is the law of England and Wales

.

The period for reply is 2 weeks

.

The period for retention is 12 years following Completion or earlier termination

.

The Adjudicator nominating body is the Royal Institution of Chartered Surveyors

.

The tribunal is the Courts

.

The following matters will be included in the Risk Register;

To be agreed at Task Order level

Optional clause 13.9 – electronic communication does apply¹.

¹ See additional conditions of contract below.

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2. The Parties' main responsibilities

The Employer provides access to the following persons, places and things

access to	access date
Sites within DIO estate where required	TBC pending development of Task Scope
Buildings within DIO estate where required	TBC pending development of Task Scope
DIO Subject Matter Experts (SMEs)	Upon commencement of tasks
Reports/ policies, documents, design information	TBC pending development of Task Scope

3. Time

. The starting date is 12th July 2021

.

The Consultant submits revised programmes at intervals no longer than monthly, unless there are no changes to the latest submitted programme.

4. Quality

- . The quality policy statement and quality plan are provided within 2 weeks of the Contract Date.
- . The defects date is 52 weeks after Completion of the whole of the services.

5. Payment

- . The assessment interval is monthly
- . The currency of the contract is the pound sterling
- . The interest rate is 3% per annum above the base rate in force from time to time of the Bank of England.

6. Indemnity, insurance and liability

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

event	cover	period following Completion of the whole of the services or earlier termination
Liability of the Consultant for claims made against him arising out of his failure to use skill and care required by this contract	£5,000,000* in respect of each and every claim or series of claims arising out of the same original cause or source (or equivalent), without limit to the number of claims, save that there may be lower and/or annual aggregate limits of cover in respect of pollution and contamination related claims and similar where such limited cover is the norm	12 years

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death or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant	£10,000,000* in respect of each claim, without limit to the number of claims.	12 years
death or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract	The greater of the amount required by law and £10,000,000 in respect of each claim, without limit to the number of claims	12 years

* to be agreed with the Employer on a commission specific basis

The Employer provides the following insurances

Insurance for all existing buildings and property existing within the Site or at the sole discretion of the Employer he may elect to 'self-insure' such existing buildings and property and in doing so accepts all of the Employer's associated risks arising out of or in relation to such 'self-insurance'. In accordance with an Employer's decision to 'self-insure' they do not accept any additional insurance premium/cost from the Consultant. The Consultant is to assume the Employer insures or "self-insures" as set out above and if this is not the case the Consultant will have the opportunity to price for providing these insurances.

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 £5,000,000.00 in the aggregate.

Optional statements (The following optional clauses apply) If the Employer has decided the completion date for the whole of the services

The completion date for the whole of the services is 31 March 2022

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

The Consultant is to submit a first programme for acceptance within 4 weeks of the Contract 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 are None

condition to be met

key date

- 1.
- 2.
- 3.

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 23 days i.e.

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The total period for payment after receipt of invoice is 30 days²

If the Employer states any expenses

The expenses stated by the Employer are

Item	amount
------	--------

None unless stated in individual Task Orders	
--	--

If Option G is used

The Consultant prepares forecasts of the total Time Charge and expenses at intervals no longer than 4 weeks.

.

~~The exchange rates are those published in [to be agreed on a commission specific basis] on (date)~~

If Option X1 is used

The People's Rates will be adjusted in accordance with the indexation provisions of the Framework Agreement

If Option X2

The law of the project is the law of England and Wales

~~If Option X8 is used~~

~~The collateral warranty agreements are~~

agreement reference	third party
N/A	N/A

[The forms of the collateral warranty agreements are set out in the Framework Agreement]

If Option X18 is used

The Consultant's liability to the Employer for indirect or consequential loss for all matters other than Cladding Claims is limited to

o

£5,000,000*

The Consultant's liability to the Employer for indirect or consequential loss or for any cost of decamping and rehousing in respect of Cladding Claim is excluded³.

2 Perfect Circle are commitment to pay its Supply Chain within 19 days. As a consequence, the Employer ought to pay Perfect Circle within the 21 days stated in the Delivery Agreement and not amend the payment terms

3 The Consultant is not liable to the Employer for indirect or consequential loss or for any cost of decamping and rehousing in respect of Cladding Claims.

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

0

£5,000,000*

The end of liability date is 12 years after Completion of the whole of the services.

* to be agreed with the Employer on a commission specific basis⁴

If Options Y(UK)3 is used

Term

person or organisation

None

None

Optional clause Z4.0 – Information Modelling does apply

If Option Z4.0 Information Modelling is used

If no Information
Execution 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 Information Execution Plan
for acceptance is one month.

⁴ It is essential to ensure that the caps under Option X18 match those provided by the Supply Chain, i.e. if necessary, reduced from £5 million to lower levels offered by Supply Chain. This must be agreed in advance with the Employer at Service Request stage.

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Option Z: ADDITIONAL CONDITIONS OF CONTRACT

The additional conditions of contract are identified by the amendments, alterations, additions and deletions as contained herein apply and take priority over the standard form NEC Professional Services Contract Option G.

Z1.0 Core Clause amendments

1 General

11.2 (2) Add further bullet point:

. 'provided or procured all Collateral Warranties which the Consultant is then obliged under this contract to provide or procure.'

11.2(13) At the end of the sentence add:

'Appropriately spent excludes time;

spent on activities included within the Commercial Inclusions Tables contained in the Pricing Procedures of the Framework Agreement,

. not justified by the Consultant's accounts and records,

. that should not have been paid to a Subconsultant or supplier in accordance with its contract,

. was incurred only because the Consultant did not

-follow an acceptance or procurement procedure stated in the Scope,

-give an early warning which the contract required it to give or

-give notification to the Employer of the preparation for and conduct of an adjudication or

proceedings of a tribunal between the Consultant and a Subcontractor or supplier,

and the cost of

. activities included under the Employer Proposed Appointment Charge of the Framework Agreement,

. correcting Defects after Completion,

. correcting Defects caused by the Consultant not complying with a constraint on how it is to Provide the Service stated in the Scope,

. for staff not used to Provide the Service (after allowing for reasonable availability and utilisation), and

. preparation for and conduct of an adjudication or proceedings of the tribunal between the Parties.'

11.2(20) Delete the second bullet point and replace with:

'the lump sum price in the Task Schedule for each other item. Where marked accordingly, these lump sum prices may be calculated from applying a stated 'Charge' percentage from the Task Schedule to a forecast or estimated construction project value to establish a single or series of lump sum prices.'

11.2(26) Insert a new clause 11.2(6):

'Framework Agreement is the framework agreement between Scape Procure Limited and the Consultant dated 29th January 2021.'

11.2(27) Insert a new clause 11.2(27):

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‘Framework Commercial Model as included in the Framework Agreement between Scape Procure Limited and the Consultant dated 29th January 2021.’

11.2 (28) Insert a new clause 11.2(28): ‘Data Protection Legislation means:

- i. the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/68) and any applicable national implementing laws as amended from time to time;
- ii. the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and
- iii. all applicable law about the processing of personal data and privacy.’

11.2 (29) Insert a new clause 11.2(29):

‘Data Subject has the meaning given to it in the Data Protection Legislation.’

11.2 (30) Insert a new clause 11.2(30):

‘Personal Data has the meaning given to it in the Data Protection Legislation.’

11.2 (31) Insert a new clause 11.2(31):

‘Cladding Claim shall mean any claim in respect of:

The combustibility of any Aluminium Composite Panels (and associated core/filler and insulation) which failed the BRE testing programme on behalf of The Department for Communities and Local Government in July and August 2017 or fails BS8414 test set out in the current Building Regulations.’

12.4 Insert at the end:

‘provided that Clauses 23 (Convictions), 29 (Statutory Requirements), 30 (Competition Law, Corrupt Gifts and Payments), 31 (Modern Slavery), 33 (Confidentiality and Freedom of Information), 35 (Intellectual Property) and 37.11 (Miscellaneous: Whistle Blowing) of the Framework Agreement shall be deemed incorporated into this contract, mutatis mutandis, as if references to ‘Scape’ were to ‘the Employer and references to the ‘Agreement’ were to ‘the contract.’

12.5 Insert a new clause 12.5:

‘A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment of it.’

13.9 Insert a new clause 13.9:

‘The following communications shall be deemed to have no effect if made by electronic mail transmission:

- . any notification of a wish to terminate this contract or the employment of the Consultant under it;
- . any notification by the Consultant of his intention to suspend performance of his obligations under this contract;
- . any invoking by either party of the procedures applicable under this contract to the resolution of disputes or differences; and
- . any agreement between the parties amending the provisions of this contract.’

(Z clause 13.9 may be deleted at the Employers sole discretion)

14.1 Add after the final sentence:

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‘Notwithstanding any other provision of this contract, the terms ‘acceptance’, ‘approval’ or similar when used in the context of any acceptance or approval to be given by or on behalf of the Employer has the meaning ‘acceptance of general principles only’ and no such acceptance or approval shall diminish or relieve the Consultant from any of the Consultant’s obligations or liabilities under this contract.’

19. Insert a new Clause 19:

Data Protection

‘Both Parties will comply with all applicable requirements of the Data Protection Legislation. These clauses are in addition to, and does not relieve, remove or replace, each Party’s obligations under the Data Protection Legislation. It is agreed that:

19.1. Without prejudice to the generality of clause 19.1, both Parties will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to each other for the duration and purposes of this agreement.

19.2. Without prejudice to the generality of clause 19.1, the Consultant shall, in relation to any Personal Data processed in connection with the performance by the Consultant of its obligations under this agreement:

19.2.1. Process that Personal Data only on the written instructions of the Employer and only as required for the purpose of the performance of this agreement;

19.2.2. Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Employer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

19.2.3. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

19.2.4. Not transfer any Personal Data outside of the European Economic Area;

19.2.5. Assist the Employer, at the Consultant’s cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

19.2.6. Notify the Employer without undue delay on becoming aware of a Personal Data breach;

19.2.7. At the written direction of the Employer, delete or return Personal Data and copies thereof to the Employer on termination of the agreement; and

19.2.8. Maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Employer or the Employer’s designated auditor.

19.3. The Employer does not consent to the Consultant appointing any third-party processor of Personal Data under this agreement.

2 ‘The Parties’ main responsibilities

21. Amend as follows:

21.2 Delete and replace with:

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‘The Consultant’s obligation is to use (and warrant that it has used) all the reasonable skill, care and diligence normally used by competent and appropriately qualified professionals experienced in providing services similar to the service.’

21.5 Insert a new clause 21.5:

‘The Consultant checks the Scope provided by the Employer and satisfies itself that its own provision of the service, including any proposals, designs and Scope or specification documents for a subsequent construction contract meet the Employer’s Scope with no discrepancy. Where there is ambiguity, inconsistency or conflict between these documents the Employer’s Scope will prevail.’

21.6 Insert a new clause 21.6:

‘The Consultant performs the Service in accordance with relevant laws and regulations, statutory and other requirements (‘Laws’) and (to the extent that the Consultant can control the same) such that the product of the Service complies with all relevant Laws.’

24.5 Insert a new clause 24.5:

‘The Consultant, in relation to any subcontracting of any portion of the service:

- . Procures that the relevant subcontract contains such obligations as necessary to ensure that it is in all respects compatible with the terms of this contract and, without limitation, steps down the obligation to use the degree of skill, care and diligence specified in this contract and that requires collateral warranties in favour of the Employer to be provided in the forms specified in the Framework Agreement and with any amendments as permitted by the Framework Agreement;
- . Procures that all relevant subcontracts shall be executed and delivered as a deed;
- . Warrants each Subcontractor’s compliance with this contract’s Modern Slavery Act requirements;
- . Warrants that all Subcontractors are fully aware of their obligations under the CDM Regulations and are fully competent and are adequately resourced to meet those obligations; and
- . Provides to the Employer a certified copy of any subcontract (save for particulars of the cost of such subcontract service unless other provisions of this contract or the Framework Agreement oblige the Consultant to disclose them).

The Consultant does not appoint a subcontractor if there are compulsory grounds for excluding the subcontractor under regulation 57 of the Public Contracts Regulations 2015.’

24.6 Insert a new clause 24.6:

‘The Consultant includes in any subcontract awarded by him provisions requiring that:

- . payment due to the Subcontractor under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice unless the Framework Agreement required the Consultant to make earlier payment to the Subcontractor;
- . Invoices for payment submitted by the Subcontractor are considered and verified by the Consultant in a timely fashion;
- . Undue delay in considering and verifying invoices is not sufficient justification for falling to regard an invoice as valid and undisputed; and
- . Any contract awarded by the Subcontractor for work included in this contract includes provisions to the same effect as these provisions.’

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26 Insert a new clause 26:

'The Consultant shall enter a novation agreement in the form specified in the Framework Agreement with the Employer's contractor within 14 days of being asked to do so in writing and shall, within 14 days of being provided with an engrossment, execute and return to the Employer the collateral warranty agreement in favour of the Employer, but with such amendments as the Consultant, Employer and Employer's contractor may agree, such agreement not to be unreasonably withheld or delayed.'

5 Payment

50.3 Insert at the end of the second bullet point:

'less expenses included in the Commercial Inclusions Tables from the Framework Agreement's Pricing Procedures,'

51.6 Insert a new clause 51.6:

'In addition to any other legal rights and remedies of the Employer, with the exception of when the Consultant is novated to a contractor under the conditions of contract, whenever any sum of money is recoverable from or payable by the Consultant under this contract that sum may be deducted from any sum then due, or which at any time thereafter becomes due to the Consultant under this contract provided that the Employer notifies the Consultant in writing not later than three days before the final date for payment of the amount to be paid and the basis on which it is calculated.'

6 Compensation events

63.10 At the end of the sentence add:

'Rates for subconsultant staff are calculated by applying the Uplift Percentage to the subconsultant's proposed rate. Unless the Employer otherwise agrees, proposed rates must not exceed the relevant regionally adjusted People Rates for the applicable role and seniority stated in the relevant table of the Framework Commercial Model. If the Employer and Consultant do not agree on the rate to be used, the Employer assesses the rate based on the staff rates. The agreed or assessed rate becomes the staff rate for that designation of person.'

63.19 Insert a new clause 63.19:

'The Employer and Consultant may agree rates or lump sums to assess the change to Prices or Prices for new items in the Task price list. If the Employer and Consultant do not agree on the rate or lump sum to be used, the Employer assesses the rate or lump sum based on the staff rates.'

8 Indemnity insurance and liability

81.1 Amend the insurance table:

delete the words 'and care normally used by professionals' in the first insurance of the Insurance Table and replace with:

' , care and diligence normally used by competent and appropriately qualified professionals experienced in'

83 Insert a new clause 83: Insurance policies

83.1 'Before the starting date and on each renewal of the insurance policy until the defects date, the Consultant submits to the Employer for acceptance certificates which state that the insurance required by the contract is in force. After the defects date and on each renewal of the insurance policy until the end of the periods stated in the Contract Data for which insurance is to be maintained, the Consultant submits to the Employer for acceptance certificates which state that insurance required by this contract is in force. The certificates are signed by the Consultant's insurer or insurance broker. The Employer accepts the policies and certificates if the insurance complies with the contract and if the insurer's commercial position is strong enough to carry

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the insured liabilities. The Employer's acceptance of an insurance certificate provided by the Consultant does not change the responsibility of Consultant to provide the insurances stated in the Contract Data.

83.2 The Parties comply with the terms and conditions of the insurance policies which they are a Party.'

84 Insert a new clause 84:

If the Consultant does not insure

84.1 'The Employer may insure an event or liability which the contract requires the Consultant to insure if the Consultant does not submit a required certificate. The cost of this insurance to the Employer is paid by the Consultant.'

85 Insert a new Clause 85:

Insurance by the Employer

85.1 'The Employer submits certificates for insurance provided by the Employer to the Consultant for acceptance before the starting date and afterwards as the Consultant instructs. The Consultant accepts the certificates if the insurance complies with the contract and if the insurer's commercial position is strong enough to carry the insured liabilities.

85.2 The Consultant's acceptance of an insurance certificate provided by the Employer does not change the responsibility of Employer to provide the insurances stated in the Contract Data.

85.3 The Consultant may insure an event or liability which the contract requires the Employer to insure if the Employer does not submit a required certificate. The cost of this insurance to the Consultant is paid by the Employer.'

90.5 Insert a new clause 90.5:

The Public Contracts Regulations 2015

90.5 'The Employer may terminate the Consultant's obligation to Provide the Service if any of the provisions of regulation 73(1) of The Public Contracts Regulations 2015 apply.

The Employer may terminate the Consultant's obligation to Provide the Services if any of the provisions of paragraph 73(1) of The Public Contracts Regulations 2015 apply.

If the Employer terminates under the provisions of paragraph 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the Consultant at the Contract Date, the procedures and amounts due on termination are the same as if the Consultant has substantially failed to comply with his obligations.

If the Employer otherwise terminates under the provisions of paragraph 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if the Employer no longer requires the services.

90.6 The Consultant does not appoint a Subconsultant or supplier if there are compulsory grounds for excluding the Subconsultant or supplier under regulation 57 of the Public Contracts Regulations 2015.

90.7 The Consultant includes in any subcontract awarded by him provisions requiring that:

.payment due to the Subconsultant or supplier under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice, unless this contract requires the Consultant to make earlier payment to the Subconsultant or supplier;

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.invoices for payment submitted by the Subconsultant or supplier are considered and verified by the Consultant in a timely fashion, undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed; and
. any contract awarded by the Subconsultant or supplier for work included in this contract includes provisions to the same effect as these provisions.'

Z2.0 Secondary Option Clause amendments

None

Z3.0 Statutory Clause amendments

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

Y2.2 delete clause and replace with the following:

The date on which a payment becomes due is the later of;

- . the date of receipt by the Party making payment of an invoice, issued in accordance with these conditions of contract, and
- . fourteen days after the assessment date.

The date on which the final payment becomes due is the later of;

- . the date of receipt by the Party making payment of an invoice, issued in accordance with these conditions of contract, and
- o if the Employer makes an assessment after the defects date or the date the last Defect is corrected, six weeks after the defects date or the date the last Defect is corrected, whichever is the later,
- o if the Employer does not make an assessment after the defects date or the date the last Defect is corrected, two weeks after the Consultant issues its assessment, or
- o if the Employer has issued a termination certificate, fifteen weeks after the issue of the certificate.

The final date for payment is seven days after the date on which payment becomes due, or a different period for payment if stated in the Contract Data.

The Employer's certificate is the notice of payment specifying the amount due at the payment due date (the notified sum, which may be zero) and stating the basis on which the amount was calculated. If the Employer does not make an assessment after the defects date or the date the last Defect is corrected, the Consultant's assessment is the notice of payment.

Z4.0 Additional Clause

Insert new optional clause Z4.0: Information Modelling

Defined terms

Z4.1 (1) The Information Execution Plan is the information execution plan or is the latest Information Execution Plan accepted by the Employer. The latest Information Execution Plan accepted by the Employer supersedes the previous Information Execution Plan.

(2) Project Information is information provided by the Consultant which is used to create or change the Information Model.

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Main Contract Data

(3) The Information Model is the electronic integration of Project Information and similar information provided by the Employer and other Information Providers and is in the form stated in the Information Model Requirements.

(4) The Information Model Requirements are the requirements identified in the Scope for creating or changing the Information Model.

(5) Information Providers are the people or organisations who contribute to the Information Model and are identified in the Information Model Requirements.

Collaboration

Z4.2 The Consultant collaborates with other Information Providers as stated in the Information Model Requirements.

Early warning

Z4.3 The Consultant and the Employer give an early warning by notifying the other as soon as either becomes aware of any matter which could adversely affect the creation or use of the Information Model.

Information execution plan

Z4.4 (1) If an Information Execution Plan is not identified in the Contract Data, the Consultant submits a first Information Execution Plan to the Employer for acceptance within the period stated in the Contract Data.

(2) Within two weeks of the Consultant submitting an Information Execution Plan for acceptance, the Employer notifies the Consultant of the acceptance of the Information Execution Plan or the reasons for not accepting it. A reason for not accepting an Information Execution Plan is that it does not comply with the Information Model Requirements or it does not allow the Consultant to Provide the Service. If the Employer does not notify acceptance or non-acceptance within the time allowed, the Consultant may notify the Employer of that failure. If the failure continues for a further one week after the Consultant's notification, it is treated as acceptance by the Employer of the Information Execution Plan.

(3) The Consultant submits a revised Information Execution Plan to the Employer for acceptance within the period for reply after the Employer has instructed it to and when the Consultant chooses to.

(4) The Consultant provides the Project Information in the form stated in the Information Model Requirements and in accordance with the accepted Information Execution Plan.

Compensation Events

Z4.5 If the Information Execution Plan is altered by a compensation event, the Consultant includes the alterations to the Information Execution Plan in the quotation for the compensation event.

Use of information model

Z4.6 The Employer owns the Information Model and the Consultant's rights over Project Information except as stated otherwise in the Information Model Requirements. The Consultant obtains from a Subcontractor equivalent rights for the Employer over information prepared by the Subcontractor. The Consultant provides to the Employer the documents which transfer these rights to the Employer.

Liability

Z4.7 (1) The following are Employer's liabilities:

. A fault in the Information Model not caused by a Defect in the Project Information.

. A fault in information provided by Information Providers other than the Consultant.

Term Service Delivery Agreement
(NEC3 Professional Services Contract) (NEC3 Professional Services Contract)

Main Contract Data

(2) The Consultant is not liable for a Defect in the Project Information unless it failed to provide the Project Information using the skill care and diligence normally used by competent and appropriately qualified professionals, experienced in providing information similar to the Project Information.

Z5.0 DEFCON Conditions

Appendix 1 which includes DEFCON conditions shall be incorporated into this Delivery Agreement. To the extent the contents (including, but limited to the clauses, terms and conditions, obligations and liabilities) of Appendix 1 contradict any similar contents of this Delivery Agreement, then Appendix 1 shall prevail.

Please note, in Appendix 1, the “Authority” shall mean the “Client” and the “Contractor” shall mean the “Consultant” in accordance with the SCAPE Consultancy Framework terminology.

Term Service Delivery Agreement
(NEC3 Professional Services Contract) (NEC3 Professional Services Contract)

Main Contract Data

Contract Data: Part Two – Data provided by the Consultant

Statements given in all contracts:

. The Consultant is

Name: Perfect Circle JV Ltd

Address: Halford House, Charles Street, Leicester, LE1 1HA

Telephone: 0345 045 0050

Mobile: REDACTED

E-mail address: REDACTED@aecom.com

. The key people are

Name REDACTED

Job Client Account Manager

Responsibilities Client Care and overall responsibility for service delivery

Qualifications MEng CEng MICE

Experience 20 + Years PQE

Name REDACTED

Job Project Delivery Lead

Responsibilities Overseeing all aspects of AECOM's services for this commission

Qualifications BSc MSc MCIAT

Experience 15 + Years PQE

The Lead Partner is AECOM

. The staff rates are

category of person: HourlyRate** (£)

Project Management & Quantity Surveying

Technical Director REDACTED

Associates/Principal Consultant REDACTED

Senior Consultant REDACTED

Consultant REDACTED

Senior Technician REDACTED

Technician/Graduate REDACTED

Commercial Surveying

Technical Director REDACTED

Associate/Principal Consultant REDACTED

Senior Consultant REDACTED

Consultant REDACTED

Senior Technician REDACTED

Technician/Graduate REDACTED

Scape Consultancy Framework -Built Environment – Lot 1 – Non-USVF

Term Service Delivery Agreement
(NEC3 Professional Services Contract) (NEC3 Professional Services Contract)

Main Contract Data

Architectural Design, Mechanical Engineer,
Electrical Engineer, Structural Engineer &
Building Surveying
Technical Director REDACTED
Associate/Principal Consultant REDACTED
Senior Consultant REDACTED
Consultant REDACTED
Senior Technician REDACTED
Technician/Graduate REDACTED

** Unless the Employer agrees otherwise, the staff hourly rates must not exceed the equivalent, annually adjusted 'People Rate with expenses' stated in the Framework Commercial Model.

Optional Statements

If the Consultant states any expenses

The expenses stated by the Consultant are (Only include expenses and disbursements not listed in the Commercial Inclusions Table of the Framework Agreements Pricing Procedures)

Item***	amount
None	

*** No expenses are to be included for Prime Core or Core Services covered as defined in the Framework Agreement and included in the Charges and Uplift Percentages stated in the Framework Commercial Model.

If Option G is used

The task schedule is in the Service Request Form annexed to this contract

. The Employer Proposed Appointment Charge

to be used in the task schedule is £ [0.00 ****]

. The Uplift Percentage is 5.6**** %

**** Must not exceed the rates stated in the Framework Commercial Model.

If Z4.0 Information Modelling is used

If an Information Execution Plan is identified in the	The Information Execution Plan identified in the Contract Data is to be provided within one month of the Contract Date
---	--

Scape Consultancy Framework -Built Environment – Lot 1 – Non-USVF

Term Service Delivery Agreement
(NEC3 Professional Services Contract) (NEC3 Professional Services Contract)

Main Contract Data

Annex 1 – Service Request Form

Scape Consultancy Framework -Built Environment – Lot 1 – Non-USVF

Term Service Delivery Agreement
(NEC3 Professional Services Contract) (NEC3 Professional Services Contract)

Main Contract Data

Appendix 1 – DEFCONS

The following DEFCONS are additional conditions of contract and take precedence over any other amendments to the conditions of contract. DEFCONS not listed below shall not be considered additional contract conditions by reference in the

listed DEFCONS.

DEFCONS

DEFCON 76 (Edn 06/21)	Contractor's Personnel at Government Establishments (7 pages)
DEFCON 82 (Edn 06/21)	Special Procedures for Initial Spares (7 pages)
DEFCON 501 (Edn 10/21)	Definitions and Interpretations (3 pages)
DEFCON 513 (Edn 07/21)	Value Added Tax (2 pages)
DEFCON 514 (Edn 08/15)	Material Breach (1 page)
DEFCON 516 (Edn 04/12)	Equality (1 page)
DEFCON 518 (Edn 02/17)	Transfer (1 page)
DEFCON 522 (Edn 11/17)	Payment and Recovery of Sums Due (1 page)
DEFCON 526 (Edn 08/02)	Notices (2 pages)
DEFCON 527 (Edn 09/97)	Waiver (1 page)
DEFCON 528 (Edn 07/21)	Import and Export Licenses (5 pages)
DEFCON 529 (Edn 09/97)	Law (English) (1 page)
DEFCON 531 (Edn 09/21)	Disclosure of Information (3 pages)
DEFCON 532B (Edn 09/21)	Protection of Personal Data (1 page)
DEFCON 537 (Edn 06/02)	Rights of Third Parties (1 page)
DEFCON 538 (Edn 06/02)	Severability (1 page)
DEFCON 539 (Edn 08/13)	Transparency (1 page)
DEFCON 550 (Edn 02/14)	Child Labour and Employment Law (1 page)
DEFCON 602A (Edn 12/17)	Quality Assurance (With Quality Plan) (1 page)
DEFCON 604 (Edn 06/14)	Progress Reports (1 page)
DEFCON 608 (Edn 07/21)	Access and Facilities to Be Provided by the Contractor (1 page)
DEFCON 621B (Edn 10/04)	Transport (If Contractor Is Responsible for Transport) (1 page)
DEFCON 624 (Edn 11/13)	Use of Asbestos (2 pages)
DEFCON 642 (Edn 07/21)	Progress Meetings (1 page)
DEFCON 649 (Edn 12/16)	Vesting (2 pages)
DEFCON 658 (Edn 09/21)	Cyber (16 pages)
DEFCON 660 (Edn 12/15)	Official-Sensitive Security Requirements (1 page)
DEFCON 691 (Edn 03/15)	Timber and Wood-Derived Products (3 pages)

-

SERVICE REQUEST FORM

This is a Service Request as defined in the Framework Agreement made between Scape Procure Limited (1) and the Perfect Circle JV Ltd (2) dated 29th January 2021 (the 'Agreement'). Except where the context otherwise requires, all terms defined in the Agreement shall have the same meaning in this Service Request.

GUIDANCE

The Service Request is used to identify the service(s) the Client requires. This form is only contractually binding once the Delivery Agreement has been executed and therefore does not require a signature but acknowledgment only at this stage.

The Service Request should be completed **at the earliest opportunity during pre-engagement activity**, and through one or more discussions between the Client and the Partner **together**.

At the end of pre-engagement activities, the Partner is required to issue a proposal to the Client setting out how they intend to deliver the service required. This will form the basis of the Delivery Agreement (call off contract).

Scape supports digitisation and lean working practices. As such Scape welcomes the use of Partner's systems to produce the attached Service Request Proposal.

The Service Request Proposal includes the following:

- The service needed by the Client and their desired approach to delivery;
- Any further pre-engagement activity required to be undertaken (by each party) to enable the Partner to put forward their proposal and price (Tendered Total);
- Identifies the Client's key value drivers, (including social value and value for money priorities) combined with a comprehensive delivery proposal;
- Sets out the outputs that should have been achieved by the conclusion of the pre-engagement stage.

SERVICE REQUEST FORM

This Service Request was Acknowledged on:: 2/11/2021

THE PARTIES

The Client	
Address	3363
	JSP 315 Technical Support Review
	£325,084.48
The Partner	12/07/2021
Address	15/02/2022

Client contact name

Address for electronic communications
Telephone

COMMISSION SUMMARY

Commission Number/Reference

Commission Name

Client estimated budget for Commission
Client anticipated start for Commission Client
anticipated end for Commission

Defence Infrastructure Organisation
Marlborough Lines
Monxton Road
Andover
SP11 8HJ
3363

Perfect Circle JV Limited
Halford House
Charles Street
Leicester
LE1 1HA

REDACTED

REDACTED @mod.gov.uk
REDACTED

DocuSign Envelope ID: 2CFEC58D-74F0-4941-92B4-5B1725D1B683

EDAAA002-2D67-4120-BBDF-EF67163906F4

| 3 | SCAPE Consultancy framework Service Request Form (Truncated) Rev 8 04-10-2021

COMMISSION DETAILS

Supplied using the Partner's information systems **Attach**

The Service Request is attached here.

SUPPORTING INFORMATION

Please upload and append any additional supporting information about the commission here.

Ref	Item Description	Attach
01	CNZ for DIO V3.6 03.11.21 JE.pdf - Statement Of Requirements	
02	Scope of Service	

| 4 | SCAPE Consultancy framework Service Request Form (Truncated) Rev 8 04-10-2021

Please select the Approve button below to acknowledge that this Service Request represents an accurate record of pre-engagement discussions, and that you would like the Consultant to proceed with producing a Delivery Agreement based on the proposals contain herein.

Approved by

Client contact name

REDACTED

Address for electronic communications

REDACTED @mod.gov.uk

Telephone

REDACTED

The Approve button is a DocuSign field that won't show on the completed form however the date field on the first page will show the date the form was acknowledged once the approve button has been selected. You can view the full audit history in the summary sheet within DocuSign.

Service Request Proposal

Further to recent discussions, please find below a Service Request as defined in the Framework Agreement made between Scape Procure Limited and Perfect Circle JV Ltd dated 29th January 2021.

This Service Request Proposal is formed of 4 parts:

Part A: Outline Service Requirements, which captures your service needs and desired approach,

Part B: Pre-Engagement Activity Checklist, identifying any activities required to enable our proposal and price to be presented,

Part C: Detailed Service Requirements, identifying your key value drivers, inc. Social Value and measures of VfM captured within our comprehensive service delivery proposal,

Part D: Statement of Key Outputs, setting out the deliverables from the pre-engagement stage.

If you are satisfied that this Service Request represents an accurate record of our pre-engagement discussions, and you would like Perfect Circle to proceed with producing a Delivery Agreement based on this proposal, we should be grateful if you would provide your confirmation.

Perfect Circle is a company jointly owned by Pick Everard, Gleeds and AECOM. Our offer is unique in framework experience, with an unrivalled record of teams providing excellence through collaboration. We deliver with an extensive national supply chain formed of SMEs, micro businesses and larger consultancies, ensuring we provide performance managed services through local businesses. Forming an integrated team across Perfect Circle and our approved suppliers allows the broadest project scope to be offered with value for money through one simple and effective contract, providing maximum efficiencies and contributions to economic, environmental and social benefits to achieve the greatest levels of social value.

Part A - Outline Service Requirements

Client Name Defence Infrastructure Organisation

Commission Description Technical Support Provider (TSP) to provide support and technical expertise to the DIO

Construction Innovation team

Commission Name (Title) JSP 315 Technical Support Review

Commission No. 3363

Client Contact Name REDACTED

Client Contact Position

Commission Postcode SP11 8HJ

Client Contact Email REDACTED@mod.gov.uk

Client Contact Telephone Number

Lead Partner - Company Name AECOM

Commission Lead Contact REDACTED Name

Commission Lead Contact REDACTED@aecom.com Email

Commission Lead Contact REDACTED Mobile

Main Contract Type Option G NEC3 Professional Service Service Contract (Term Service DA)

Region West Midlands

Client estimated budget for 325,084.48

Commission £

Client anticipated start date 12 Jul 2021

Client anticipated end date 15 Feb 2022

Has a Client's draft/outline No programme been appended?

Other Document Upload 1 20210329_Term Service DA Option GPC Lot 1_Non-USVF.docx (101 KB)

Other Document Upload 2

Other Document Comments 2 Do not issue with revised SRP

Other Document Upload 3

Has a Client's Project Brief Yes been appended?

If yes, upload document CNZ for DIO V3.6 03.11.21 JE.pdf (175 KB)

If yes, please provide Client Statement of Requirement Commentary

Has a Scheme Layout been No appended?

Are there Client Proposed Organisations?

Part B - Pre-Engagement Activity Checklist

Part B – Pre-Engagement Activity Checklist
Are Pre-Engagement Matters required? No

Part C – Detailed Service Requirements C - Detailed Service Requirements

1.1 Project Overview/Background

The purpose of the project is to enable the MOD estate to be Carbon Neutral by the year 2030. The project has come about by the Government looking to set an example by being at the cutting edge of carbon emissions reduction.

These targets were set at the Paris Agreement and committed the governments to reduce greenhouse emissions by at least 40% by 2030 compared to 1990.

Key Governmental and departmental objectives have emerged in recent years resulting from the Climate Change Act 2008, the Clean Growth Strategy, the Government Construction Strategy 2016-2020 (now GC 20), Infrastructure Project Authority – Transforming Infrastructure Programme as well as the need to raise the condition of Service Families Accommodation (SFA) and Single Living Accommodation (SLA) to a better standard (Military Homes for 21st Century).

The Government's National Infrastructure Strategy, published in November 2020, alongside the Construction Playbook, published December 2020, will now influence all public works. Other key initiatives, such as A Platform Approach and the Building Safety Bill could impact infrastructure design in the future.

These objectives are enshrined in the Strategy for Defence Infrastructure (SDI) 2015-2030, and draft SDI 2020-2040.

The Defence Infrastructure Direction (DID) 2020/21 provides direction, guidance and priorities to achieve the strategic objectives set out in the SDI over the longer term, and include:

- maturity improvements to Modern Methods of Construction;
- baseline enterprise Digital Maturity Building Information Management (BIM) Level 2);

- updating infrastructure and estate policy and standards (JSP 315);
- measuring progress in transitioning MOD to net zero GHG emissions;
- ensuring the performance data aspects specified in JSP 850 are captured;
- Government Soft Landings and Post-Occupancy Evaluation.
- Supporting sustainability
- Implementing innovation
- Adopting a Value Toolkit Framework
- Supporting a whole life cost and management approach

Further, the draft Defence Infrastructure Direction (DID) 2021/22 provides direction, guidance and priorities to achieve the strategic objectives and includes;

- Building Information Management (BIM) - use and full integration of framework level 2 and above.
- Modern Methods of Construction (MMC) - adoption and integration of MMC, including platform approach, standard designs to fully MMC compliant.
- Government Soft Landings (GSL) - fully implemented and integral in all contracts.
- Smart building technology - develop requirement to inform contract setting, enabling Defence to optimise asset operation.
- Government Construction metrics - to be developed with IPA and delivered, the first collection of metrics to be produced by May 21.
- Policies (Construction Playbook) to be implemented and success measured.

This includes full implementation of GC priorities and policies in accordance with the timelines set so that they are embedded and operational throughout the infrastructure enterprise and monitoring of performance and cost. GC priorities and policies as enshrined in the National Infrastructure Strategy, Construction Playbook and Performance Transforming Infrastructure, to be published in May 2021.

In such a dynamic environment, with emerging developments such a Modern Ways of Living, Smart Buildings, and the Government's Heat and Buildings Strategy expected in 2021, of necessity, JSP 315 and the Building Performance Standards (BPS's) need to be continuously updated.

Defence will be focusing their efforts in decarbonising heat which almost entirely relies currently on the burning of fossil fuels (known as non-traded energy). Both the Climate Change and Sustainability Review and the consultation draft of the Infrastructure Energy Emissions Sub-Strategy recognise the need to move away from fossil fuels for future infrastructure energy sources.

This positive response needs to be supported, co-ordinated and understood to extract the learning needed to ultimately develop and adopt new building performance standards throughout MOD.

In November 2017 MOD signed up to a presumption in favour of offsite construction. Therefore, work is needed to develop policy guidance and standards to support delivery of new capital projects and programmes.

The Front-Line Commands (FLC) have launched several sustainability pilot projects to which they are looking for DIO to support through the provision of technical advice, programmatic coherence, strategy, and governance. It is intended that the contractor supporting the Construction Innovation Team will provide the necessary oversight and guidance based on defined benchmarks and benefits to be achieved by the pilot projects.

The project is trying to achieve Carbon Net Zero for the estate by the year 2030. This will assist the government to achieve the Paris agreement targets.

1.2 Objectives/Outcomes

The project is driven by the challenge of becoming a Carbon Net Zero estate by 2030, this naturally results in meeting the standards set out in DREAM, BREAM and CEEQUAL regulations.

However, these new standards in JSP 315 are likely in most cases to go further than the standards set out previously.

2.0 Health, Welfare, Safety, Environment and Sustainability Considerations

The consultancy services for the project will be delivered via the SCAPE Consultancy Lot 1 Framework. This framework will assist in demonstrating Value for Money and this will be clearly communicated to the client throughout the project. Working collaboratively with all parties, we will define the value for money drivers and ensure all project team members are aware of these.

As the client, DIO can select 3 no. 'Value for Money Drivers' that best match DIO's objectives for the successful delivery of the commission. These should be referenced by the DIO during any subsequent feedback processes to gauge whether Value for Money has been achieved

We have suggested 3 'Value for Money Drivers' which we believe reflect the requirements of the DIO for this commission they are listed below. The VfM Drivers have been selected from a wider list and we would welcome the opportunity to review these with DIO to confirm our understanding is correct.

The client has selected the following Value Drivers that best match its organisation's key objectives for the successful delivery of the commission. These should be referenced by the Client during any subsequent feedback to gauge whether Value for Money has been achieved.

3.0 Value for Money Statement

7) Environmental Value for Money Driver (1) outcomes

Value for Money Driver (2) 5) Best practice and knowledge transfer

Value for Money Driver (3) 9) Digital delivery

In addition to the Value Drivers identified in section 3.0 above, we also monitor the following Performance Indicators as standard for

each commission:

- Time Predictability
- Cost Predictability
- Local Spend – Percentage of total spend within 20 miles of Client office/site
- SME Engagement - Percentage of appointments with SME's compared with total number of Supply Chain appointments
- SME Spend - Percentage spend with SME's compared with total spend with Supply Chain
- Fair Payment - Payment of Supply Chain within Government Fair Payment guidelines
- Client Satisfaction
- Supply Chain Satisfaction
- Achievement of Client Social Value Targets – as agreed in section 5.0 below

4.0 Project Success Criteria

The Public Services (Social Value) Act 2012 for England and Wales requires all public bodies to consider how the services they commission and procure might improve the economic, social and environmental wellbeing of the area for which they are responsible.

We recognise that we have a responsibility to the environment, the communities within which we work, our own people, our supply chain and society. Perfect Circle's business management systems are fully compliant with the Public Sector (Social Value) Act 2012 and social value is an integral part of Perfect Circle's approach and operations. Perfect Circle collect data in the following areas are part of our business-as-usual activities:

- Employment including apprenticeships.
- Skills development including activities relating to education and professional bodies.
- Volunteering and charitable activities, including donations in kind through pro-bono work.
- Performance indicators namely local spend, fair payment, SME engagement and spend.

The Perfect Circle team believe that the key measure to project success is delivering the measurable outcomes as stated in the SoR.

Acceptance of the task list by the Project Assurance Group (PAG) and client and its coherent and consistent application to master planning across the Estate is, therefore, paramount. To achieve this, our proposed framing exercise set out in the Project Execution Plan is central to achieving project success.

Once the framing exercise has been undertaken, buy-in from the PAG is essential. This proposal and project success is predicated on the production of a consistent, reliable and measurable tool that can be applied to all aspects of the MOD Estate. This document will then be used as best practice by the industry, not only as a guidance criteria document but also as a strategy with measurable outputs.

The Public Services (Social Value) Act 2012 for England and Wales requires all public bodies to consider how the services they commission and procure might improve the economic, social and environmental wellbeing of the area for which they are responsible.

We recognise that we have a responsibility to the environment, the communities within which we work, our own people, our supply chain and society. Perfect Circle's business management systems are fully compliant with the Public Sector (Social Value) Act 2012 and social value is an integral part of Perfect Circle's approach and operations. Perfect Circle collect data in the following areas are part of our business-as-usual activities:

- Employment including apprenticeships.
- Skills development including activities relating to education and professional bodies.
- Volunteering and charitable activities, including donations in kind through pro-bono work.
- Performance indicators namely local spend, fair payment, SME engagement and spend.

Having discussed with DIO whether they wish us to augment our Social Value offering by setting up to 5 targets against the National

Data Set of TOMs (Themes, Opportunities, Measures), we confirm that these additional measures are not required on this commission.

5.0 Social Value

Is the Client interested in No setting TOMS targets?

Having discussed with the client whether they wish us to augment our Social Value offering by setting up to 5 targets against the National Data Set of TOMs (Themes, Opportunities, Measures), we confirm that these additional measures are not required on this commission.

TOMS Outcome No

TOMS Measures

NT Ref (1) Comments (1) Target (1)

NT Ref (2) Comments (2) Target (2)

NT Ref (3) Comments (3) Target (3)

NT Ref (4) Comments (4) Target (4)

NT Ref (5) Comments (5) Target (5)

TOMS Measures

There are no records to display.

6.0 Detailed Scope of Services

6.1 Description of the Services to be provided

We will define the task list based on the SOR in order to deliver all of the requirements identified in the SOR. Please refer to the description in individual tasks.

6.2 Service / Price Exclusions

Travel for round trips in excess of 50 miles will be chargeable at a rate of 45p per mile. Additionally, overnight accommodation will be charged at cost where required.

6.3 Key Stakeholders, Consultations and Interdependencies

Multi disciplinary team in AECOM and liaison and discussion with DIO Environmental client team.

6.4 Summary of Services at Each Project Stage

The services and suppliers proposed for this project are summarised below. In addition, we have indicated the procurement route that is intended to be adopted for each service.

Summary of Services at Each Project Stage

Prime Core - RIBA Stages (✓) 0-1* on time charge; 2 on % charge; 3 on % charge; 4 on % charge; 5 on % charge; 6 on % charge; 7 on % charge Procurement Route

Project AECOM

Management Yes Yes No No No No No SFR

Quantity AECOM

Surveying Yes No No No No No No SFR

Core - RIBA Stages (✓) 0-1* on time charge 2 on % charge 3 on % charge 4 on % charge 5 on % charge 6 on % charge 7 on % charge Procurement Route

Building

Surveying No No No No No No No

Architectural

Design No No No No No No No

Mechanical

Engineering No No No No No No No

Electrical

Engineering No No No No No No No

Structural

Engineering No No No No No No No

Commercial

Surveying No No No No No No No

Non Core Services

There are no records to display.

** use RIBA stages 0-1 for non-construction projects*

Supply Chain Procurement routes available through the framework:

SFR Scape Framework Rates

AFR Alternative Framework Rates

CPO Client Proposed Organisation at Premium Rates

CT Competitive tender with 3 or more suppliers

BM Negotiation with a single provider, using an alternative benchmark mechanism

OB Adopting an Open book arrangement with a single provider

CPS Client determines that a Preferred Supplier's fee offers value for money

Clients should be aware that in order for Perfect Circle to engage Client Proposed Organisations you are acknowledging in approving this Service Request that;

You requested that Perfect Circle appoint the proposed organisation(s).

You are aware that the fees of the proposed organisation(s) are not in line with the Framework Agreement but nonetheless you are content that these offer value for money.

You have undertaken your own technical, commercial, and legal due diligence for the appointment of the proposed organisation(s).

The appointment of a Client Proposed Organisation(s) shall only be permitted when other Services are procured through the Partner and/or its Preferred

Partner(s). Sole appointment of a Client Proposed Organisation shall not be permitted unless otherwise agreed by Scape.

Perfect Circle's appointment of a Client Proposed Organisation(s) will be conditional on the supplier:

Meeting our approval criteria (insurances/ISOs/H&S etc).

Agreeing to the terms of the SCAPE Consultancy Framework Agreement in all other respects by way of a Consultancy Agreement with Perfect Circle that is back-to-back with the main contract with you.

Providing a Collateral Warranty to you.

If the risks associated with the appointment of any such organisation(s) are considered unacceptable then Perfect Circle may refuse to appoint that organisation.

6.5 Supplier Selection and Competitive Tender Award Criteria

We are not aware of any other suppliers or sub-consultants required to support this commission.

6.6 Appointment of Principal Designer

We await confirmation from the Client of instruction to proceed beyond the first task stage at which point a Principal Designer will be appointed.

7.0 Delivery Team

The initial work will be carried out by **REDACTED** with QS support and a team of relevant specialists will be organised and an

organogram issued.

Delivery Team – document upload

8.0 Delivery Programme

Our proposed delivery programme is as follows:

8.0 Delivery Programme

Would you like to upload your own Project Programme

Delivery Programme

There are no records to display.

9.0 Schedule of Deliverables	Detailed at individual Task Order level
0.0 Design Specifications and Technical/Quality/Regulatory Standards	Detailed at individual Task Order level
11.0 BIM Requirements and Document Control	Detailed at individual Task Order level
12.0 Client Acceptance Criteria	Detailed at individual Task Order level
13.0 Risks and Opportunities	Detailed at individual Task Order level
14.0 Prerequisites, assumptions and constraints	Detailed at individual Task Order level
15.0 Requirements for Surveys, Investigations and Third-Party Historic Data	Detailed at individual Task Order level

16.1 Overview Fee

Our total fee is summarised as follows

A - Charges for Prime Core Services RIBA Workstages 2-7 £

B - Charges for Core Services RIBA Workstages 2-7 £

C - Time Charges £

D - Sub Total: Charges for Prime Core, Core Services and Time Charges £

E - External Consultancy Commissions £
Total of Charges £

F - PSC / PSSC Fee £
Total Commission Value £

G - Disbursements £
Overall Commission Value £

This comprises of:

- A. Where the commission relates to a Construction Project; Percentage charges for Prime Core services based on the estimated construction value.
- B. Where the commission relates to a Construction Project; Percentage charges for Core services based on the estimated construction value.
- C. Time charge fees covering Prime Core, Core and Non-core services. These are detailed in section 16.2 below.
- D. Sub-total (A plus B plus C)
- E. Prices secured from suppliers procured using 'external' non-framework rates. These are detailed in section 16.3 below.
- Total of Charges (D plus E)
- F. PSC / PSSC Fee
- Total Commission Value (D plus E plus F)
- G. Disbursements & Expenses
- Overall Commission Value (D plus E plus F plus G)

These figures are exclusive of VAT

In preparing our fee we have followed the prescribed rules and tendered rates as defined in the Framework Agreement made between Scape Procure Limited and Perfect Circle JV Ltd dated 29th January 2021 (the 'Agreement') and updated by all Deed of Variations.

Our Services are broken down across the RIBA Stages as follows:

Service % Charge

Project Manager Quantity Surveyor Architect Building Surveyor Electrical Engineer Mechanical Engineer Structural Engineer Total Fee

2
3
4
5
6
7
Sub Total
0
1
2
3
4
5
6
7
Sub
Total

Time ChargesService % Charges

Project Manager Quantity Surveyor Architect Building Surveyor Electrical Engineer Mechanical Engineer Structural Engineer Commercial Surveyor Non Core Total Fee

0

1
2
3
4
5
6
7
Total

Total Charges

	Project Manager	Quantity Surveyor	Architect	Building Surveyor	Electrical Engineer	Mechanical Engineer	Structural Engineer	Commercial Surveyor	Non Core	Total Fee
0										
1										
2										
3										
4										
5										
6										
7										
Total										

Escalators

	Project Manager	Quantity Surveyor	Architect	Building Surveyor	Electrical Engineer	Mechanical Engineer	Structural Engineer	Commercial Surveyor	Non Core	Total Fee
Contract Lead										0.00 0.00
Supervisors										0.00 0.00

Disbursements

There are no records to display.

16.2 Time Charge Schedule

The calculation of time charge fees is based on an hourly rate by grade and the number of hours allocated. As may be appropriate, in the description for each line we have provided a description as to how these two variable have been used.

Time Charges

There are no records to display.

Where non-core services are provided by our Perfect Circle JV and Preferred Partners, they have been priced using the hourly rates from the Scape framework 'Agreement'. Value for money is achieved as these rates have been the subject of a significant competitive tender process.

Use of teams from our JV and Preferred Partners, in favour of external suppliers, brings added value to projects in terms of a more efficient team engagement and briefing process, since the teams sit within the same organisations and they have experience of working together.

16.3 External Consultancy Costs

The below table provides a summary of those Suppliers who have been selected to undertake services that have been procured using 'external' nonframework rates, as referenced in section 6.4 above

External Consultancy

There are no records to display.

17 Delivery Agreement Professional Services Contract Model

17.0 Delivery Agreement Professional Service (Term Service DA) Contract Model. A description of the contracting options available to you can be found in Appendix B. We are proposing that this appointment is placed using the following:

Option G NEC3 Professional Service Contract

Appendix A

Scope of Services Lot 1 Scope of Services Lot 1 PM-12 QS-1.docx (53 KB)

NEC Professional Services Contract Options

Introduction

Services provided by Perfect Circle JV Limited (the Consultant) to Clients using the Consultancy Framework shall (unless otherwise directed by Scape) be based on the terms of one of four Model Delivery agreements. Perfect Circle JV Ltd will in turn enter into an agreement with each Supplier providing the services, under which the delivery Agreement obligations are “stepped down”.

The four Model Delivery Agreements available are:

1:NEC4 Professional Services Short Contract (PSSC)- Short Service Delivery Agreement

2:NEC4 Professional Services Contract (PSC) Option A - Priced Contract with Activity Schedule

3:NEC4 Professional Services Contract (PSC) Option C - Target Contract

4:NEC3 Professional Service Contract Option G -Term Service Delivery Agreement

A commission that does not have an engrossed Delivery Agreement between Perfect Circle JV Ltd and the Client is non-compliant.

1: NEC4 Professional Services Short Contract (PSSC)

The PSSC is simplified version of the Professional Services Contract which is suitable for less complex appointments. The PSSC is for use on commissions that impose only low risks on both the client and the Consultant.

2: NEC4 Professional Services Contract (PSC) - Option A

Priced Contract with Activity Schedule

A lump sum priced contract, in which the risks of being able to provide the service at the agreed prices in the Activity Schedule are largely borne by the Consultant.

The Client carries some risk through the compensation event procedures.

This contract is only used when the scope of work at tender stage is fully known and capable of being priced and programmed.

This option should also be used where the prices are based on the cost of construction(percentage fee). Please note the consultant fees vary in accordance with the construction cost.

3: NEC4 Professional Services Contract(PSC) - Option C

Target Contract

A target fee contract in which the financial risks (savings or over-spend) are shared by the Client and the Consultant. The Consultant's share percentages and the share ranges are:

Share range Consultant's Share Percentage

Less than 95% 10%

From 95% to 100% 40%

From 100% to 102.5% 40%

Greater than 102.5% 100%

This contract can only be used when good estimates of scope and price can be made at tender stage or where the cost of construction (percentage fee) is used to set the target.

Also used when the scope of work is finalised after some initial work is undertaken under through a PSSC time charge arrangement, or similar. The target

is adjusted for compensation events other than changes in Scope approved by the Client which are proposed by the Consultant which reduce the total Time Charge. This provides an incentive to Consultants to propose changes to reduce costs.

4: NEC3 Professional Service Contract Option G

Term Contract

Provides the ability to agree a long-term call-off arrangement using Task Orders.

Option G contains options for time charge and lump sum fee arrangements. The tasks must be defined in the Task Schedule and Delivery Agreement.

This type of contract lends itself to a programme of works where the same contract terms apply for all orders. The Task Schedule should define the projects, the anticipated services required and an outline budget and programme

Summary

For each of the above model contracts, Scape has prescribed through the Framework Agreement several Optional clauses, the inclusion or other wise is at the discretion of Clients. Other than the above, no other variation to the terms of the Model Delivery Agreements shall be made without the agreement of Scape.

In accordance with the Access Agreement, Client's are entitled to obtain and review a copy of the Framework Agreement to assist them in understanding a Delivery Agreement. The Client should advise the Consultant of the Options that are at the Client's discretion prior to preparation of the Delivery Agreement.

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Appendix C – Task Schedule

This Task Schedule provides the flexibility to call off professional services on a defined programme of works (as individual projects or activities) as well as calling off professional services on a defined projection a progressive phase-by-phase basis.

Background / Project scoping task Information

To be established as part of the initial

This will include the Services described in Schedule 1 of the Framework Agreement. The Authority may instruct the Consultant, by way of a purchase order, to carry out the following Tasks:

The fees for the Task Schedule listed below are only indicative fee estimates. Unless agreed otherwise, indicative fee estimates shall not be regarded as fixed quotes for each task. There is no obligation for the Client to call off any or all of these tasks, and no obligation for the Consultant to provide the services until a Task Order is executed for each of the required task.

TaskNo	TaskDescription	Location	Services	EstimatedStartDate	EstimatedEndDate	IndicativeFeeValue£
--------	-----------------	----------	----------	--------------------	------------------	---------------------

001	Deliver a new complete BPS document to sit within the 0 series of JSP315, to support the adoption of Smarter Building technologies on an output specification requirement such as, but not limited to, sensors, heating systems and monitoring utilisation of occupants use for eight asset types					
-----	---	--	--	--	--	--

UK Wide, Project Manager, Quantity Surveyor	16 Sep 2021	27 Jan 2022	REDACTED
---	-------------	-------------	----------

002	Produce whole life Net Zero greenhouse gas emission and operational targets within a review ed and revised JSPBPS 0.1. by 17 Dec 21. UK W ide Project Manager, Quantity Surveyor	30 Sep 2021	17 Jan 2022	REDACTED
-----	--	-------------	-------------	----------

003	JSP315 BPS series, Policies and Standards, to be amended to incorporate Govt Green commitments and MoD net zero policies, by 31 Jan 22, UK Wide Project Manager, Quantity Surveyor	30 Sep 2021	14 Feb 2022	REDACTED
-----	--	-------------	-------------	----------

004	Produce an interim draft BPS document and then subsequently a final BPS document ready for publication. This will work to give a holistic view of Defence's policy on Climatic Resilience by including all elements contributing to this, along with all existing policy and technical guidance. Produce an interim draft section for BPS 0.8 and then subsequently a final BPS 0.8 ready for publication; structured to include all elements that contribute to Climatic Resilience, in synergy with all relevant existing policy and guidance to give a holistic view on Climatic Resilience as Defence policy. Draft by Sep 21 final document by Dec 21. UK W ide Project Manager, Quantity Surveyor,	16 Sep 2021	14 Feb 2022,	REDACTED
-----	--	-------------	--------------	----------

005	A Technical Paper in a format agreed by the Construction Innovation Team setting out the definition of Pre-Manufactured Value and the metrics to measure. This will identify and recommend a methodology to define, set and measure the data required to demonstrate Defence's progress to the presumption in favour of offsite construction by Feb 2022	Project Manager, Quantity Surveyor	30 Oct 2021	14 Jan 2022	REDACTED
-----	--	------------------------------------	-------------	-------------	----------

006 A new JSP315 BPS document within the 0 series that covers all the site considerations when designing and constructing an asset, for example, but not limited to, buildings layout, the street network and open space, landscaped areas and sustainability in design and energy, Draft by Dec 21, final by Feb 22 UK Wide Project Manager, Quantity Surveyor 16 Sep 2021 14 Feb 2022 **REDACTED**

007 Delivery plan for the implementation of the EVCP MoD Strategy by March 22. UK Wide Project Manager, Quantity Surveyor 30 Sep 2021 30 Nov 2021 **REDACTED**

008 Review and revise JSP315 BPS 0.3 to accommodate EVCP policy and guidance, by Jan 22. UK Wide Project Manager, Quantity Surveyor 25 Oct 2021 17 Dec 2021 **REDACTED**

009 Produce an integrated assurance procedure, an assurance plan and assurance programme and deliver the infrastructure function implementation and assurance plan activities; UK Wide Project Manager, Quantity Surveyor 16 Sep 2021 21 Feb 2022 **REDACTED**
358,320

Appendix D - CVs for Key Staff

CV Document Upload (1)

CV Document Upload (2) **Statement of Requirement** SFA Services Family Accommodation

JSP315 Technical Support Review SLA Single living accommodation

CIT Construction Innovation Team

Requirements for contract start from 6th September 2021:

Total proposal value £ 720,145.48

NOTE: The final schedule of deliverables will be agreed between the parties based on further discussion regarding the content of the outputs below and prior to any considered contract award. 5+6 Amber tasks **£ 395,061.00**

Green Tasks - Approved as of 03.11.21 **£ 325,084.48** (incl 2a and 2b)

Number Output Who AECOM Skills

RAG

AECOM capacity

RAG

Tasks to be completed Staff in support of Deliverable Summary Price Task Est duration (wks) Completion week

1 Deliver a new complete BPS document to sit within the 0 series of JSP315, to support the adoption of Smarter Building technologies on an output specification requirement such as, but not limited to, sensors, heating systems and monitoring utilisation of occupants use for eight asset types by 17 Dec 2021.

Sustainability Obtain soft copy of JSP315

Identify stakeholders (for

immediate and on going

liaison)

Develop Delivery programme

Pre-start meeting with David

Holmes and other key

personnel TBI

Agree meeting schedule and

attendees

Produce organogram to

illustrate key team members

and relationships

See Task sheet £ 47,596.24 20 17-Jan

2 Best “Green Building” practices and standards

2A Produce whole life Net Zero greenhouse gas emission and operational targets within a reviewed and revised JSPBPS

0.1. by 17 Dec 21.

Sustainability Identify suitable resource

internally and or externally to

assist and produce a whole

life analysis

Specialists to propose set of

deliverables with PM

See Task sheet. NB Price would reduce to

£33k is separate to 2B - current

assumption is both tasks carried out

together for cost efficiency

£ 41,546.24 18 17-Jan

2B JSP315 BPS series, Policies and Standards, to be amended to incorporate Govt Green commitments and MoD net zero

policies, by 31 Jan 22

Sustainability Identify Government lead for

Green commitments and

arrange meeting.

Access to editable soft copy of

standards to be made

available.

Establish milestones and sign

off protocol for document

updates.

Incl. in 2A if split 80% of total price of 2A

for each will be needed.

£ 33,236.99 20 TBC

8 To research and develop a BPS proposal for Climatic Resilience

Produce an interim draft BPS document and then subsequently a final BPS document ready for publication. This will work

to give a holistic view of Defence’ s policy on Climatic Resilience by including all elements contributing to this, along with

all existing policy and technical guidance. Produce an interim draft section for BPS 0.8 and then subsequently a final BPS

0.8 ready for publication; structured to include all elements that contribute to Climatic Resilience, in synergy with all

relevant existing policy and guidance to give a holistic view on Climatic Resilience as Defence policy. Draft by Sep 21

final document by Dec 21.

Sustainability Task to be scoped by Sue

Thomas

See Task sheet £ 43,160.00 21 31-Jan

9 **Offsite Construction**

A Technical Paper in a format agreed by the Construction Innovation Team setting out the definition of Pre-Manufactured

Value and the metrics to measure. This will identify and recommend a methodology to define, set and measure the data

required to demonstrate Defence’ s progress to the presumption in favour of offsite construction by Feb 2022

Architects Define Pre-Manufactured

Value

Provisional Sum £ 10,000.00 8 (TBC) TBC

Accommodation

10 Develop a Master Planning Guide to form part of the JSP315 BPS 0 series.

A new JSP315 BPS document within the 0 series that covers all the site considerations when designing and constructing an asset, for example, but not limited to, buildings layout, the street network and open space, landscaped areas and sustainability in design and energy, Draft by Dec 21, final by Feb 22

Masterplanning Link to task 5 See Task sheet £ 46,630.00 21 14-Feb

11 EV

11A Delivery plan for the implementation of the EVCP MoD Strategy by March 22. Technology Team Engage with specialist internal experts to complete

See Task sheet £ 22,570.00 7 25-Oct

11B Review and revise JSP315 BPS 0.3 to accommodate EVCP policy and guidance, by Jan 22. Technology Team Engage with specialist internal experts to complete

See Task sheet £ 7,220.00 8 20-Dec

12 Enabling Activities

12A Produce an integrated assurance procedure, an assurance plan and assurance programme and deliver the infrastructure function implementation and assurance plan activities;

Garry Newton Produce Project Execution

Plan, including organogram, project directory, roles and responsibilities, key stakeholders.

See Task sheet £ 106,362.00 24 21-Feb

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Scape Consultancy Framework - Built Environment Rev A 1

BIM/Digital Execution

In addition to the management activities detailed below, services must always be completed in compliance with the Building Information

Modelling (BIM) Scope of Service. **All Commissions will be compliant with the stated 'BIM Services' (BIM-S) requirements.**

Project Management

The Consultant will be given authority as Lead Adviser to run a project(s) on a day-to-day basis on behalf of the client within constraints set by the client or the Project Board. The Consultant's prime responsibility will be to use reasonable endeavours to ensure that projects are delivered to the required quality and specification within the specified constraints of time and cost.

As part of this role we would expect the Consultant to deliver the following minimum Project Management outcomes/actions.

Generally D&B

1

D&B

2

Trad

Leadership: Acting as client's **Lead Adviser**, co-ordinating and integrating the work of a client's advisers, design team members and

other parties, however employed. It must have and maintain communication and management review procedures to satisfy itself that

all stages of the design team, Contractor and any 3rd parties' work can be achieved within the programmed period.

+ + +

Representation: Provide and maintain effective representation of the wider client's design team in all formal communications with the client. Communication protocols and procedures must therefore reflect a 360° collaborative strategy and capability.

+

Representation: Provide and maintain effective representation of the client's advisers/design team in all formal communications with the client until the Contractor and its design team are appointed. Once appointed ensure the client's requirements are reflected in the

Contractor's proposals. Communication protocols and procedures must therefore reflect a 360° collaborative strategy and capability.

+ +

Strategy Planning/Monitoring: Working with client and stakeholders to establish appropriate Strategies and oversee their

fulfilment of the course of the Project. For example, agreement of RIBA Plan of Work Strategies for Sustainability, Soft

Landing/Plan for Use etc, benchmarking progress with RIBA's Building in Quality or similar management tools.

+++

Collaborative working: support effective collaboration between parties at each stage focusing on discharging appropriate RIBA

Plan of Work Strategies, where applicable, to deliver project success through combined skills of project stakeholders including design team, contractor(s), specialists, supply-chain etc.

+++

Project Management: Effective management project e.g. programme and commercial control and procurement - monitoring

payments to design team members, and preparing and maintaining the programmes of stakeholder engagement activities,

design, Digital Execution/BIM etc, and timely procuring of each client adviser, design team member, contractor, specialist etc.

+++

Contract Management: fulfil contract management (**Contract Lead**) duties, as appropriate to the main form of contract with the

contractor e.g. NEC ECC Project Manager, NEC PSC Service Manager, JCT Contract Administrator etc. Includes coordinating

with those providing other contract roles such as NEC Supervisor, Clerk of Works etc

+++

Attendance/engagement: activities should include convening/arranging and attending/chairing meetings as necessary to

effectively deliver the client's requirements, for example: client/stakeholder engagement, Soft Landing/Plan for Use, Design,

Digital Execution/BIM, Project, Site Logistics/constraints, and others. Associated activities include taking/issuing comprehensive

notes of each meeting and maintaining meetings are well facilitated and productive.

+++

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Scape Consultancy Framework - Built Environment Rev A 2

BIM/Digital Execution: Support the effective delivery of BIM Services on every Commission, and BIM Level 2 where requested. **+++**

Compliance: Ensure compliance with the statutory requirements, e.g. advising the client of its CDM obligations. **+**

++

Communication: Maintaining effective communication between all project stakeholders throughout the life of the project. E.g.

Issuing instructions on behalf of the client to other project stakeholders including end-users and the design team

+++

Reporting: Monitoring/providing reports on actual progress against planned and regularly reporting to the client **+**

++

Plan of work: Discharge appropriate Core Tasks and Core Statutory Processes from the RIBA 2020 Plan of Work to achieve

appropriate Stage Outcomes in a timely and efficient manner.

+++

Supervision: Where requested fulfil the NEC Supervisor or Clerk of Works duties, otherwise supporting their fulfilment of by others.

+++

Providing client/stakeholders with technical advice/reports: Providing technical advice and expertise at each stage of a project

advising the client, stakeholders and design team on market intelligence, historic reference projects/benchmarks, forecast trends and

suitability of design proposals, budgets etc. May need to work alongside Lead Designer and some and/or all of the other design team members including contributors for contractor design portions/ECI. Will also brief/support client staff, examine reports/studies etc, monitor implementation and supervise progress to next stage.

+

Providing client/stakeholders with technical advice/reports: Providing technical advice and expertise at each stage of a project advising the client, stakeholders and design team on market intelligence, historic reference projects/benchmarks, forecast trends and suitability of design proposals, budgets etc. May need to work alongside Lead Designer and some and/or all of the other client advisers and design disciplines provided by the Contractor. Will also brief/support client staff, examine reports/studies etc, monitor implementation and supervise progress to next stage.

++

Common data environment: Supporting the procurement and implementation of a common data environment platform. +++

Conduct initiation workshops: Workshops to be carried out to include Value for Money, Social Value, Sustainability, Collaboration and Best Practice.

+++

Responsible Project Management: Responsible Project Management concepts will be adopted on all projects. +

++

Strategic Definition & Preparation and Brief (stages 0 & 1) D&B

1

D&B

2

Trad

Effective means to develop appreciation of client and its project: e.g. Discuss/map client's Requirements/Business Case,

Strategic Brief and other core project requirements, including reporting cycles/client organisation structure/roles, timescale and any financial limits, whole-life targets; assess these and give general advice on how to proceed; establish stakeholders and lines of communication.

+++

Early Contractor Involvement: engagement of shortlisted/potential direct award contractor(s) where required by client +++

Due diligence: Carry out site/project appraisal and obtain/investigate any reasonably accessible data and information relating to the project and relevant to the works.

+++

Establishing clear responsibilities of each party: Establishing project roles, responsibilities, communication methodology, common standards, Digital Execution/Building Information Modelling (BIM) and technology standards and strategy, schedules of services and initial project brief; agreeing project and quality objectives and success criteria (e.g. sustainability outcomes, programme, whole-life cost and quality).

+++

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Scape Consultancy Framework - Built Environment Rev A 3

Collaborative review: Undertake, with other client advisers and design team members where appointed, technical appraisals

as may be necessary to determine the feasibility of the client' s design solution requirements, programmes, budgets etc

+

Collaborative review: Undertake, with other client advisers and (contractor/contractor' s team where appointed) technical

appraisals as may be necessary to determine the feasibility of the client' s design solution requirements, programmes, budgets

etc

++

Commercial input: Work with client advisers/design team members & contributors/contractor/specialists to provide an approximation

of cost based on similar available statistics

+++

Executing strategies / adding value: strategy/project execution plan for the project' s execution and use in accordance with

the client' s brief and stakeholder' s objectives; identify the various actions at each stage including proposals for additional

research, surveys, investigations and Risk and Value Management Modelling etc

+++

Communication: confirm communication channels including reporting and authorisation procedures to operate with the client, maintaining effective communication between parties.

+++

Providing client/stakeholders with technical advice/reports e.g. brief/support client staff, examine reports/studies etc,

procure and onboard any client advisers, design team and any other consultants/specialists, monitor implementation and supervise progress to next stage.

+

Providing client/stakeholders with technical advice/reports e.g. brief/support client staff, examine reports/studies etc,

procure and onboard design any client advisers and the contractor and any other consultants/specialists (where appointed),

monitoring implementation and supervising progress to next stage.

++

ISO44001 Collaboration Workshop: In addition to the collaboration review we will conduct an ISO44001 collaboration workshop to ensure the project adheres to accredited standards and status.

+++

Develop Government Soft Landings Strategy: Early engagement and planning for the project' s Government Soft

Landings Strategy to prepare for successful handover and operation.

+++

Social Value Workshop and Report: Conduct a Social Value workshop and produce a report to capture social value features

most relevant to the client and project.

+++

Value for Money Workshop and Report: Conduct a Value for Money workshop and produce a report to capture areas where

VfM can be achieved at an early stage.

+++

Best Practice Workshop: Conduct a best practice workshop to identify innovations and best practice solutions to be adopted

into project delivery.

+++

Sustainability and Carbon Reduction Plan: Review sustainability and carbon plan for the project to ensure sustainability, environmental enhancement and carbon reduction are embedded into the scheme.

+ + +

Manage lessons learnt and client satisfaction process: Identify lessons learnt and client satisfaction scores from previous projects at an early stage.

+ + +

Concept Design, Spatial Coordination and Technical Design (stages 2, 3 & 4) D&B

1

D&B

2

Trad

Establishing the team/Procurement: Leading procurement of client advisers including design team, technical specialists, and contractor(s) where applicable, including tender (MEAT) or direct award assessments including reports and recommendations.

+

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Scape Consultancy Framework - Built Environment Rev A 4

Establishing the team/Procurement: Leading procurement of client advisers including concept designers, technical specialists, and contractor(s), including tender (MEAT) or direct award assessments, reports and recommendations. Overseeing or

undertaking any novations and/or Contractor's procurement of design contributors

+ +

Teambuilding: Onboard all new project team members including Contractor, confirming roles, responsibilities, reporting/communication channels between parties and ensuring cultural alignment

+

Teambuilding: Whenever Contractor appointed, work with Contractor, supporting onboarding of all new project and/or design

team members, ensuring all roles, responsibilities, reporting/communication channels between parties

appropriately allocated

and cultural alignment

+ +

Clarify brief: Agree the scope of the specifications/Scope/Works Information and co-ordination of drawings with particular

reference any specialist works/services, working with Client and stakeholders including end-users, client advisers/design team

and contractor, as appropriate to procurement route.

+ + +

Communication & collaboration: Monitor and maintain effective communication/information exchange/collaboration between

parties such as design data

+

Communication & collaboration: Support effective communication/information exchange/collaboration between parties such

as overseeing transfer of design data, intellectual property, documents and records to Contractor.

+ +

Commercial leadership: Oversee preparation/monitor/updates to cost plan/budget breakdown/whole-life forecasts/contingency

planning/programme for client approval. Maintain Risk and Value Management modelling to balance risk and value for money

and provide audit trail of decisions and up-to-date cost/budget/cashflow & whole-life forecasts/design proposals

+ + +

Management of progress: Continually validating designs/programme ensuring properly co-ordinated and integrated. + + +

Reporting: Provide report on project approval/compliance with client/stakeholder targets/objectives, obtaining approvals as appropriate and supporting client making informed decisions/approval to proceed.

+ + +

Contingency planning: to mitigate any impact of parties' failure to agree to proceed. Includes determining/agreeing suitable corrective action and monitor its implementation

+ + +

Contract management: Oversee the preparation/execution of contract documents including checking appropriate inclusions, approvals, insurances etc, and their execution by the client's Legal advisers. Check all contract documents properly executed before work begins on site. Instigate corrective action where necessary

+ + +

Statutory Consents: Provide support to the team in securing any required statutory consents (including the planning application).

+ + +

Operation and Maintenance (O&M) Strategy: Development of O&M strategy, handover strategy, testing and commissioning. + + +

Social Value update: Provide client with update on Social Value data through use of our bespoke Social Value App. + + +

Value for Money update: Provide client with update on VfM data through use of our VfM Tool. + + +

Scape Engage Portal: Tender opportunities for supply chain advertised on our bespoke Engage Portal Dynamic Purchasing System.

+ + +

Benefits review: Review of progress against intended benefits considers time, tools and resource needed. + + +

Engagement with end-user community: Engage with end-user community to enable users to be key influencers in design development.

+ + +

Lessons learnt and client satisfaction: Manage lessons learnt and client satisfaction process. + + +

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Scape Consultancy Framework - Built Environment Rev A 5

Quantity Surveying

The Consultant may be appointed as part of the Client's design team or as a Client Adviser to support Contractor-led/Design & Build solutions to fulfil Quantity Surveying duties.

The Consultant's Quantity Surveying team will be under the direction of the client's Lead Adviser. Under a construction contract the Quantity Surveyor would support or fulfil the Contract Lead role i.e. JCT Contract Administrator or NEC Project Manager.

As part of this role the Consultant should expect to deliver the following Quantity Surveying outcomes/actions.

Generally D&B

1

D&B

2

Trad

Technical expertise: The Quantity Surveyor will provide technical commercial/cost advice at each stage of a project advising the

client, stakeholders and design team on market intelligence, historic reference costs/benchmarks, forecast trends and suitability of cost proposals, budgets etc. The Quantity Surveyor may work alongside a Lead Adviser for the client providing cost advice with some and/or all of the other design disciplines provided by the Client or Contractor.

+ **+** **+**

Contract Management: provide contract management duties for commercial activities, otherwise supporting their fulfilment by others. Duties and deliverables as appropriate to the main form of contract e.g. NEC ECC Project Manager or NEC PSC Service Manager commercial duties, JCT Contract Administrator etc. Includes coordinating with other contract roles.

+ **+** **+**

Collaborative working: support effective collaboration between parties at each stage focusing on discharging appropriate Plan of Work Strategies to deliver project success through combined skills of project stakeholders including design team, contractor(s), specialists, supply-chain etc.

+ **+** **+**

Attendance/engagement: Attending meetings as required to ensure the project meets the client's commercial/cost requirements and delivers appropriate value for money standards.

+ **+** **+**

Compliance: Compliance with the statutory requirements, e.g. advising the client of its CDM obligations. **+** **+** **+**

Communication: Maintaining effective communication with all project stakeholders throughout the life of the project. **+** **+** **+**

Management: Maintaining effective cost management e.g. commercial control, procurement and modelling of risks and opportunities (risk and value management modelling) - monitoring payments to design team members, contractor(s), assessment of budget/contingency allowances and assessment of claims, compensation events etc.

+ **+** **+**

Reporting: Monitoring/providing reports on actual cost against cost plan/budget and regularly reporting to the client/PM **+** **+** **+**

BIM/Digital Execution: Support the effective delivery of BIM Services on every Commission, and BIM Level 2 where requested. **+** **+** **+**

Plan of work: Discharge appropriate Core Tasks and Core Statutory Processes from the RIBA 2020 Plan of Work to achieve appropriate Stage Outcomes in a timely and efficient manner.

+ **+** **+**

Common data environment: Supporting the procurement and implementation of a common data environment platform. **+** **+** **+**

Conduct initiation workshops: Workshops to be carried out to include Value for Money, Social Value, Sustainability, Collaboration and Best Practice.

+ **+** **+**

Data collection: Collate wealth of data gathered from past projects to inform efficiencies on project in question. **+**

+ **+**

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Scape Consultancy Framework - Built Environment Rev A 6

Strategic Definition & Preparation and Brief D&B

1

D&B

2

Trad

Effective means to develop appreciation of client and its project: e.g. Discuss/map client's Requirements/Business Case,

Strategic Brief and other core project requirements, including reporting cycles/client organisation structure/roles, timescale and any financial limits, whole-life targets; assess these and give general advice on how to proceed; maintain effective lines of communication.

+ + +

Discharge responsibilities as allocated: Diligently discharge project roles, responsibilities complying with communication methodology, common standards, Digital Execution/Building Information Modelling (BIM) and technology standards and strategy, schedules of services and initial project brief; agreeing strategy/actions to efficiently meet/deliver project and quality objectives and success criteria (e.g. sustainability outcomes, programme, whole-life cost and quality).

+ + +

Contributing to development of project execution plan: identify the various commercial actions/requirements at each stage including proposals for additional research, surveys, investigations and Risk and Value Management Modelling etc

+ + +

Communication: use agreed communication channels for effective collaboration between parties. + + +

Supporting development of most appropriate strategies: Providing client/stakeholders with accurate and appropriate technical advice/reports e.g. preliminary commercial advice; national and regional cost trends, effect of market conditions; provide elemental cost advice and guidance on alternative building design and methods; consider any implications on programme; prepare initial budget estimate to test the feasibility proposals; prepare a preliminary cost plan and cash flow forecast

+ + +

Value management/optioneering: Confer with the client and other parties including stakeholders and members of the project

team on the options and alternative methods to meet client's requirements having regard to the means of procuring, types of contract, timing, funding, resources, site conditions etc

+ + +

Test client's brief: Test client's brief to explore available efficiencies with property portfolio and alternative methods of project delivery.

+ + +

Challenge brief: Continual challenge of the brief to check that capital expenditure is focussed on added value. +

+ +

Benchmarking: Produce initial benchmarking proposals to test budget against data to offer cost certainty. + + +

Cost in-use studies: Early cost in-use studies to support sustainability objectives to provide full consideration of total project costs.

+ + +

ISO44001 Collaboration Workshop: In addition to the collaboration review we will conduct an ISO44001 collaboration workshop to ensure the project adheres to accredited standards and status.

+ + +

Best Practice Workshop: Conduct a best practice workshop to identify innovations and best practice solutions to be adopted into project delivery.

+ + +

Social Value Workshop and Report: Conduct a Social Value workshop and produce a report to capture social value features most relevant to the client and project.

+ + +

Value for Money Workshop and Report: Conduct a Value for Money workshop and produce a report to capture areas where VfM can be achieved at an early stage.

+ + +

Sustainability and Carbon Reduction Plan: Review sustainability and carbon plan for the project to ensure sustainability, environmental enhancement and carbon reduction are embedded into the scheme.

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Manage lessons learnt and client satisfaction process: Identify lessons learnt and client satisfaction scores from previous projects at an early stage.

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Part D - Statement of Key Outputs

The Client and Perfect Circle have used all reasonable endeavours to capture the following requirements in Part C of the document:

A summary of the Commission including the extent of the Commission with, a statement of values, performance measures/targets and, as appropriate a sketch layout(s), outline budget(s) and programme for the Commission and any subsequent project(s) which includes estimate for the works or services etc.

Where the execution of an element of the Commission is not a settled matter, the strategy for taking the matter forward, including details of client approval processes.

The Partner's resourcing proposals and supply-chain Procurement Schedule for provision of most economically advantageous service.

On approval of this Service Request, Perfect Circle will draft a Delivery Agreement ready for execution which includes the following where appropriate to the commission:

- The agreed Scope which shall detail the requirements for the carrying out of the Service including agreed outcomes/deliverables, resources, Quality Policy Statement and Quality Plan requirements including roles and responsibilities for the whole team and covering the whole service.
- A programme for the Delivery Agreement.
- An activity schedule, Price List or task schedule, as appropriate to the proposed form of contract and the pricing processes of the Agreement.
- A fully completed Tendered Total Model as required by the Framework Agreement including justification and details of any derogations from the Framework Commercial Model.
- The initial NEC3 PSC Risk Register or NEC4 PSC Early Warning Register.
- Any other documents required by the Delivery Agreement, Collateral Warranties etc
- A completed and agreed Value for Money Statement (must be offered on projects > £20k, but mandatory over £500k

