

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 otherwise requires, all terms defined in the Framework Agreement shall have the same meaning in this Service Delivery Agreement.

THIS AGREEMENT is made on

BETWEEN

1. the *Client*

UK Health Security Agency

of

Address for
communications

10 South Colonnade
London
E14 4PU

Telephone

N/A

Address for
electronic
communications

2. the
Consultant

Perfect Circle JV Ltd

whose registered office is

Address for
communications

Halford House
Charles Street
Leicester
LE1 1HA

Telephone

Address for
electronic
communications

FOR THE
SERVICES OF

Building Surveying, Electrical Engineer, Mechanical Engineer & Principal Designer

Commission Name

UKHSA - Leeds - Design

Commission No.

10008

Introduction

NEC Professional Services Contract – Option A or C

This Model Delivery Agreement incorporates the NEC 4th edition Professional Services Contract June 2017 (the **NEC Professional Services Contract**) with January 2019 and October 2020 Amendments.

Any subsequent amendments to the NEC 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

Whereas:

This Delivery Agreement is made pursuant to the Framework Agreement dated 29th January 2021 made between Scape Procure Limited and the Consultant (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 (as stated in the Framework Agreement) is the party named as 'consultant'.

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 *Client's* Obligations

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



The *Consultant's* Offer and *Client's* Acceptance

The *Consultant* offers to Provide the Services in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the Prices is

£ 26,500.78

Leave blank if time charges are to be applied

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



[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 contract (under hand) for and on behalf of
UK Health Security Agency by

[Redacted signature]

Full Name: [Redacted]
Job Title/Role: [Redacted]
Date Signed: 5/12/24

X Executed as a simple contract (under hand) for and on behalf of
Perfect Circle JV Ltd
by

OR
Executed as a simple contract (under hand) by
as attorney for
Perfect Circle JV Ltd

[Redacted signature]

Full Name: [Redacted]
Job Title/Role: [Redacted]
Date Signed: 19-12-2024



Contract Data: Part One – Data provided by the Client

1. General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Services Contract June 2017 with January 2019, October 2020 and January 2023 amendments.

Main Option	<div>A</div>	Option for resolving and avoiding disputes	<div>W2</div>
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Secondary Options	<div>X1, X2, X9, X11, X18, Y(UK)2, Y(UK)3 & Z</div>
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The service is	<div>Building Surveying, Electrical Engineer, Mechanical Engineer & Principal Designer</div>
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The Client is

Name	<div>UK Health Security Agency</div>
Address for communications	<div>10 South Colonnade London E14 4PU</div>
Telephone	<div>N/A</div>
Address for electronic communications	<div><div></div><div></div>@ukhsa.gov.uk</div>

The Service Manager¹ is

Name	<div><div></div><div></div><div></div></div>
Address for communications	<div>10 South Colonnade London E14 4PU</div>
Telephone	<div>N/A</div>
Address for electronic communications	<div><div></div><div></div><div></div>@ukhsa.gov.uk</div>

The Scope is in	<div>The Service Request Form annexed to this contract</div>
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The language of this contract is	<div>English</div>
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The law of this contract is law of	<div>England and Wales</div>
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¹ The Service Manager is not the Lead Partner. This is the Project Manager appointed by the Client to manage this Delivery Agreement on its behalf.



The <i>period for reply</i> is	2 weeks	except that
• The <i>period for reply</i> for	N/A	is N/A
• The <i>period for reply</i> for	N/A	is N/A
The <i>period for retention</i> is	6	years following Completion or earlier termination

Optional clause 13.10 – electronic communication **does** apply².

The following matters will be included in the Early Warning Register

• N/A

Early warning meetings are to be held at intervals no longer than	N/A
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2. The Consultant’s Main Responsibilities

If the <i>Client</i> has identified work which is to meet a stated <i>condition</i> by a <i>key date</i>	The <i>key dates and conditions</i> to be met are <i>condition to be met</i>	<i>key date</i>
	(1) None	
If Option A is used	The <i>Consultant</i> prepares forecasts of the total <i>expenses</i> at intervals no longer than	5 weeks

3. Time

The <i>starting date</i> is	18/12/2024	
The <i>Client</i> provides access to the following persons, places and things <i>access</i>	<i>access date</i>	
(1)	access to relevant areas of the building/project	18/12/2024
(2)	all available record information, including statutory approvals, consents, drawings, reports and maintenance information	18/12/2024

² See additional conditions of contract below.
Scape Consultancy Framework - Infrastructure Consultancy Rev N



	The <i>Consultant</i> submits revised programmes at intervals no longer	N/A
If the <i>Client</i> has decided the completion date for the whole of the services	The <i>completion date</i> for the whole of the services is	10/01/2025
If no programme is identified in part two of the Contract Data	The period after the Contract Date within which the <i>Consultant</i> is to submit a first programme for acceptance is	N/A

4. Quality Management

	The period after the Contract Date within which the <i>Consultant</i> is to submit a quality policy statement and quality plan programme for acceptance	N/A
	The period between the Completion of the whole of the <i>service</i> and the <i>defects date</i> is	52 weeks

5. Payment

	The <i>currency</i> of the contract is the	pound sterling
	The <i>assessment interval</i>	monthly
If the <i>Client</i> states any expenses	The <i>expenses</i> stated by the <i>Client</i> are item	amount
	None	None
	The <i>interest rate</i> is 3 % per annum (not less than 2) above the base rate of the Bank of England bank	

6. Compensation Events

If there are additional compensation events	These are the additional compensation events	N/A
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8. Liabilities and insurance

If there are additional <i>Client's</i> liabilities	These are the additional <i>Client's</i> liabilities (1)	None
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The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICES OR EARLIER TERMINATION
The <i>Consultant's</i> failure to use the skill, care and diligence normally used by competent and appropriately qualified professionals providing services similar to the <i>service</i>	£ [REDACTED] in respect of each and every claim, or series of claims arising out of the same original cause or source, with lower annual and/or annual aggregate limits of cover in respect of claims relating to pollution, contamination and similar where such limited cover is the norm	6 years
Loss of or damage to property and liability to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	£ [REDACTED] on an 'each and every claim' basis without limit to the number of claims	6 years
Death or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	The greater of the amount required by the applicable law and £ [REDACTED] on an 'each and every claim' basis without limit to the number of claims	6 years

If the *Client* is to provide any of the insurance stated in the Insurance Table

The *Client* provides the following insurances from the Insurance Table

(1) Insurance against

Not applicable

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

If additional insurance is to be provided

The *Client* provides these additional insurances

(1) Insurance against

Insurance for all existing buildings and property existing within the Site or at the sole discretion of the *Client* he may elect to 'self-insure' such existing buildings and property and in doing so accepts all the *Client's* associated risks



arising out of or in relation to such 'self-insurance'. In accordance with a *Client's* decision to 'self-insure' they do not accept any additional insurance premium/cost from the *Consultant*.

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

The *Consultant* provides these additional insurances

(1) Insurance against

None

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

The *Consultant's* total liability to the *Client* for all matters arising under or in connection with this contract, other than the excluded matters is limited to:

£ [REDACTED] in the aggregate

Within the total liability limit identified above, the *Consultant's* liability to the *Client* for the provision of the following low risk, low value Services arising under or in connection with this contract is limited to:

N/A at Service Request stage.

and such other low risk, low value Services that are instructed by the *Client* as Compensation Events

The amount and basis of professional indemnity insurance provided by the Subconsultant(s).

Resolving and avoiding disputes

The *tribunal* is

the Courts of England and Wales

If Option W1 or 2 is used

The *Senior Representatives* of the *Client* are

Name & Title (1)

Address for communications

Telephone

[REDACTED]
10 South Colonnade
London
E14 4PU
N/A



Address for electronic communications

[REDACTED]@ukhsa.gov.uk

Name & Title (2)

[REDACTED]

Address for communications

10 South Colonnade
London
E14 4PU

Telephone

N/A

Address for electronic communications

[REDACTED]@ukhsa.gov.uk

The *Adjudicator* is

Name

Not named

Address for communication

N/A

Telephone

N/A

Address for electronic communications

N/A

The *Adjudicator nominating body* is

the Royal Institution of Chartered Surveyors

X1 Price Adjustment for Inflation (used only with Options A and C)

If Option X1 is used

- The *index* is the Framework index: the BCIS Labour Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.
- The *base date* for indices is 5th January³

X2 Changes in the LawIf Option X2 is used The *law of the project* is the law of England and Wales**X18 Limitation of liability**If Option X18 is used The *Consultant's* liability to the *Client* for indirect or consequential loss for all matters other than Cladding Claims is limited to:

£ [REDACTED]

The *Consultant's* liability to the *Client* for indirect or consequential loss or for any cost of decamping and rehousing in respect of Cladding Claim is excluded⁴.³ This is the latest anniversary of the Framework Effective Date (5th January 2021), prior to the *Contract Date*.⁴ The *Consultant* is not liable to the *Client* for indirect or consequential loss or for any cost of decamping and rehousing in respect of Cladding Claims.



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

£ [REDACTED]

The *end of liability date* is **six (6)** years after Completion of the whole of the services

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

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due

The period for payment is

7

days after the date on which payment becomes due **i.e.**
The total period for payment after receipt of invoice is 21 days⁵

Y(UK)3 The Contracts (Rights of Third Parties) Act 1999

If Y(UK)3 is used

term

None

beneficiary

None

⁵ Perfect Circle is required to pay its Supply Chain promptly. As a consequence, the Client is requested to pay Perfect Circle within the 21 days stated in the Delivery Agreement and not seek to amend the payment terms.

Z: The additional conditions of contract are:

The *additional conditions of contract* are

1. General

11.2 (2) Insert a further bullet point:

- ‘Provided or procured all X8 Undertakings which the *Consultant* is obliged under this contract to provide or procure’

The following clauses apply to Option A Delivery Agreements only

11.2(16) At the end of the sentence add:

‘less Disallowed Cost.’

11.2(18) Insert a new clause 11.2(18):

‘Disallowed Cost is cost which;

- is included within the Commercial Inclusions Tables contained in the Pricing Procedures of the Framework Agreement,
 - is not justified by the *Consultant*’s accounts and records,
 - should not have been paid to the Subcontractor 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 *Service Manager* 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 Client 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,
 - resources 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(24) Insert a new clause 11.2(24):

‘Framework Agreement’ is the framework agreement between Scape Procure Limited and the *Consultant* dated 29th January 2021. Terms defined in the Framework Agreement have the same meanings in this Contract unless a contrary intention is apparent.’

11.2(25) Insert a new clause 11.2(25):

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

- 11.2 (26) Insert a new clause 11.2(26):
- ‘Data Protection Legislation means:
- i. the UK GDPR (as that term is defined in the Data Protection Act 2018) and any applicable national implementing laws as amended from time to time; and
 - ii. all applicable law about the processing of personal data and privacy.’
- 11.2 (27) Insert a new clause 11.2(27):
- ‘Data Subject has the meaning given to it in the Data Protection Legislation.’
- 11.2 (28) Insert a new clause 11.2(28):
- ‘Personal Data has the meaning given to it in the Data Protection Legislation.’
- 11.2 (29) Insert a new clause 11.2(29):
- ‘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 Client*’ 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.’
- 13.10 Insert a new clause, 13.10:
- ‘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 13.10 may be deleted at the Client’s sole discretion*).
- 14.1 Add after the final sentence:

'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 *Service Manager* 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

- 19.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. These clauses are in addition to, and do not relieve, remove or replace, each Party's obligations as "controller" or "processor", as the case may be, under (and within the meaning of) the Data Protection Legislation.
- 19.2 The Consultant warrants that it has complied, and shall continue to comply, with the requirements of the Data Protection Legislation and all other data protection legislation in any jurisdiction relevant to the exercise of its rights or the performance of its obligations under this Contract.
- 19.3 As between themselves, the Parties agree that they are each an independent Data Controller in relation to the Personal Data processed under this Agreement.
- 19.4 In respect of any Personal Data to be processed by the Parties in the provision of the services as a Data Controller, the Parties shall;
- 19.4.1 ensure that they only process such Personal Data in connection with the services and for no other purposes; and
- 19.4.2 ensure that they provide sufficient notices to affected data subjects.
- 19.5 The Parties do not anticipate that either shall process Personal Data as a Data Processor on behalf of the other under this Agreement. In respect of any Personal Data to be processed by either Party pursuant to this Agreement as a Data Processor for which the other Party is the Data Controller ("Controller Personal Data"), the Parties will (acting reasonably) enter into a mutually agreed form of Data Processing Agreement ("DPA") on, or prior to, the commencement of such processing."

2. The Consultant's main responsibilities

- 20.2 Delete and replace with:
- '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*.'
- 20.6 Insert a new clause 20.6:
- 'The *Consultant* checks the Scope provided by the *Client* 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 *Client's* Scope with no discrepancy. Where there is ambiguity, inconsistency or conflict between these documents the *Client's* Scope will prevail.'
- 20.7 Insert a new clause 20.7:
- '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.'
- 23.5 Insert a new clause 23.5:
- 'The *Consultant*, in relation to any subletting 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 Undertakings (collateral warranties) in favour of the *Client* 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 *Service Manager* 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.'

23.6 Insert a new clause, 23.6:

'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.'

27 Insert a new clause 27:

'The *Consultant* shall enter a novation agreement in the form specified in the Framework Agreement with the *Client'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 *Service Manager* the *collateral warranty agreement* in favour of the *Client*, but with such amendments as the *Consultant*, *Client* and *Client's* contractor may agree, such agreement not to be unreasonably withheld or delayed.'

5. Payment

51.6 Insert a new clause 51.6:

'In addition to any other legal rights and remedies of the *Client*, 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 *Service Manager* 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.'

53.3 In the first line replace the word 'contact' with

‘contract’

6 Compensation events

The following amendment applies to Option A Delivery Agreements only

63.13 After the first sentence add:

‘Unless the *Service Manager* otherwise agrees, proposed rates must not exceed the relevant regionally adjusted ‘People Rates with expenses’ for the applicable role and seniority stated in the relevant table of the Framework Commercial Model.’

8 Liabilities and insurance

83.3 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’

9 Termination

91.9 Insert a new clause 91.9:

The Public Contracts Regulations 2015

‘The *Client* 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.

If the *Client* terminates under the provisions of regulation 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 (R11).

If the *Client* otherwise terminates under the provisions of regulation 73(1) of the Public Contracts Regulations 2015, the termination procedure followed is P1 and the amounts due on termination are A1 and A3.’

Resolving and Avoiding Disputes

Option W2

Clause W2.3(2) The final two sentences of Clause W2.3(2) are deleted.

Clause W2.3(4) Clause W2.3(4) is deleted and replaced by

‘(4) The Adjudicator decides the procedure and timetable to be followed in the adjudication. In doing so the Adjudicator may

- take the initiative in ascertaining the facts and the law related to the dispute and
- instruct a Party to take any other action within a stated time which is necessary to reach a decision.’

Clause W2.3(8) The final sentence of W2.3(8) is deleted and replaced by

‘The Adjudicator may in the decision

- review and revise any action or inaction of the Service Manager related to the dispute,

- alter a matter which has been treated as accepted or correct and
- allocate the Adjudicator's fees and expenses between the Parties.'

Z1.0 Secondary Option Clause amendments

OPTION X1: Price adjustment for inflation

X1.1 Defined Terms

Delete clause and replace with the following:

(a) The **People Rates Prices** are those lump sum prices for each of the activities on the Activity Schedule that are derived from the People Rates (or alternative rates agreed for inclusion during the establishment of the Prices).

(b) The **Price Adjustment Factor (PAF)** at each anniversary of the Framework Effective Date, 5th January 2021, is equal to $(L-B)/B$ where L is the latest value of the Framework index and B is the value of the Framework index applicable at the *base date*.

(c) The **Annual Price Adjustment Amount** is the amount for price adjustment for the upcoming year, calculated at each Framework anniversary by applying the PAF to the contracted remaining value for the People Rates Prices for the upcoming year.

X1.2 Price Adjustment Factor Delete clause.

X1.3 Price adjustment Option A

Delete clause and replace with the following:

Only the People Rates Prices will be subject to price adjustment. The Annual Price Adjustment Amount will be apportioned as applicable throughout the year, to amounts due for the People Rates Prices.

Each amount due for services related to the People Rates Prices following a Framework anniversary includes an amount for price adjustment which is the sum of

- the change in the Price for Services Provided to Date since the last assessment of the amount due multiplied by the PAF calculated at the latest Framework anniversary and
- the amount for price adjustment included in the previous amount due.

X1.4 Price adjustment

The *PSC fee percentage* and fixed fees paid to Subconsultants (derived from *external rates⁶ - identified as External Consultancy) are not subject to price adjustment.

X1.4 Price adjustment Option C Delete clause.

X1.5 Compensation Events

Delete clause and replace with the following;

⁶ *External Rates = Fixed fees established via a Client Proposed Organisation (CPO), Competitive Tender (CT), Benchmarking (BM) or a Client Preferred Supplier CPS)

Any quotations for compensation events notified during the upcoming year will apply the latest Framework rates and therefore the Prices for these activities will be excluded from the price adjustment calculations during that year.

Z2.0 People Rates

Insert new clause Z2.0: People Rates

- Z2.1** The People Rates will be adjusted annually on 5th January, in accordance with the indexation provisions of the Framework Agreement. This is based on the BCIS Labour Cost Index. Any quotations for compensation events will apply the latest People Rates.



Contract Data: Part Two – Data provided by the Consultant

1. General

The Consultant is	
Name	Perfect Circle JV Ltd
Address for communications	Halford House, Charles Street, Leicester, LE1 1HA
Telephone	
Mobile	
Address for electronic communications	@pickeverard.co.uk
The fee percentage is	4.4 %
The key persons are	
Name (1)	
Job	
Responsibilities	Job Lead
Qualifications	BSc Hons, MRICS, CABE
Experience	24 years' experience in Building Surveying and Project Management
The Lead Partner is	Pick Everard

**2. Payment**

If the *Consultant* states any expenses

The *expenses* stated by the *Consultant* are

Item

None

amount

None

If Option A or C is used

The *activity schedule* is

In the Service Request Form annexed to this contract

The tendered total of the Prices is

£26,500.78 + VAT

A detailed breakdown of the Prices and an invoice drawdown schedule is provided in the Service Request Form annexed to this contract.

3. Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Lead Partner

Address for communications

Telephone

Address for electronic communications

Halford House, Charles Street, Leicester, LE1 1HA

@pickeverard.co.uk

Perfect Circle JV Ltd

Address for communications

Telephone

Address for electronic communications

Halford House, Charles Street, Leicester, LE1 1HA

@perfectcircle.co.uk



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

The *people rates* are

category of person: Hourly Rate (£)

Project Management & Quantity Surveying

Technical Director	£	
Associates/Principal Consultant	£	
Senior Consultant	£	
Consultant	£	
Senior Technician	£	
Technician/Graduate	£	

Commercial Surveying

Technical Director	£	
Associate/Principal Consultant	£	
Senior Consultant	£	
Consultant	£	
Senior Technician	£	
Technician/Graduate	£	

Architectural Design, Mechanical Engineer, Electrical Engineer, Structural Engineer & Building Surveying

Technical Director	£	
Associate/Principal Consultant	£	
Senior Consultant	£	
Consultant	£	
Senior Technician	£	
Technician/Graduate	£	

The Client Proposed Appointment Charge is £



Annex 1 – Service Request Form



Workspace: Perfect Circle Hub

Date: 25/09/2024

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

Opportunity ID	OPP1497
Fee Calculator ID	FEE2804
Commission ID	PCOM3135
Project PI ID	PIS3063
Commission No	10008
Client Name	UK Health Security Agency
Client Contact Name	[REDACTED]
Client Contact Email	[REDACTED]@ukhsa.gov.uk
Client Contact Telephone Number	[REDACTED]
Client Contact Position	FM
Commission Name (Title)	UKHSA - Leeds - Design

Lead Partner - Company Name	Pick Everard
Commission Lead Contact Name	[REDACTED]
Commission Lead Contact Email	[REDACTED]@pickeverard.co.uk
Commission Lead Contact Mobile	[REDACTED]
Lead Partner's Service Manager (or NEC3 PM)	[REDACTED]
Commission Description	Fit out deisgn for office move from Blenheim House to Quarry House
Commission Post Code	LS2 7PD
Commission Region	North East
Main Contract Type	Option A NEC4 PSC (Service DA) Priced Contract
Client estimated budget for Commission £	[REDACTED]
Client anticipated start date	18/12/2024
Client anticipated end date	10/01/2025
Confidentiality Flag	No
Has a Client's draft/outline programme been appended?	No
Has a Client's Project Brief been appended?	No
Has a Scheme Layout been appended?	No
Other Document Upload	
Are there Client Proposed Organisations?	No

Part B - Pre-Engagement Activity Checklist

Part C - Detailed Service Requirements

1.1 Project Overview/Background	This project is to deliver a minor office fitout at Quarry House, Leeds. The site is located on the 8th Floor of Quarry House in the City of Leeds.
1.2 Objectives/Outcomes	The minor alterations are to facility the relocation of the team from Blenheim House in Leeds to Qaurry House.
2.0 Health, Welfare, Safety, Environment and Sustainability Considerations	The design will follow the UKHSA design standard for H&S and Sustainability
3.0 Value for Money Statement	

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.

Value for Money Driver (1) 1) Speed of appointment and delivery

Value for Money Driver (2)

Value for Money Driver (3)

4.0 Project Success Criteria

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
- Client Satisfaction

5.0 Social Value and Community Benefits

'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 governance is fully aligned with the Public Services Act 2012, Procurement Reform Act 2014 and the Wellbeing of Future Generations Act 2015 including the PPN updates to these Acts.

Social Value & Community benefit is an integral part of Perfect Circle's approach and operations. Perfect Circle collect data in the following areas as part of our business-as-usual activities.

- Local spend on projects, reporting on spend within 20 miles of commissions
- Small and Medium (SME) spend, targeting greater engagement of SME's in our supply chain - our target is xx% of spend with our supplier chain to be SME suppliers
- Fair payment, ensuring we pay our supply chain within 30 days of receipt of valid invoices

In addition to these core areas of impact for every commission we undertake, we work with clients to identify additional benefit activities that we can support. All activities are captured through our PC Hub with integrated measures against each activity evidenced with the value add to the local community.'

Is the Client interested in setting TOMS targets?

TOMS Measures

NT Ref (1)		Comments (1)	
NT18 - Total amount (£) spent in LOCAL supply chain through the contract			
Unit	SV Proxy Value	Target (1)	SV Add £ (1)
£			
Attachment			

NT Ref (2)		Comments (2)	
NT19 - Total amount (£) spent through contract with LOCAL micro, small and medium enterprises (MSMEs)			
Unit	SV Proxy Value	Target (2)	SV Add £ (2)
£			
Attachment			

NT Ref (3)		Comments (3)	
NT61 - Fair Payment - Percentage of invoices on the contract paid within 30 days			
Unit	SV Proxy Value	Target (3)	SV Add £ (3)
£			
Attachment			

SV (£)	
Total	

6.0 Detailed Scope of Services	
6.1 Description of the Services to be Provided	Building Surveyors will act as Designers and Client Represnetiative for the project, with Electrical and Mechanical engineers providing design input into the tender package.
6.2 Service / Price Exclusions	See attached scope in appendix A and in 16.9. Anything not included is excluded.
6.3 Key Stakeholders, Consultations and Interdependencies	UKHSA are procuring the main contractor via the Government Property Agency, therefore GPA will have the contact with the Principal Contrator not UKHSA.
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.

Services Required

RIBA Stages (✓)	Supplier	0	1	2	3	4	5	6	7	Procurement Route
		Project Definition	Feasibility* Concept Design		Spatial Co-ordination	Technical Design	Construc-tion	Handover	Use	
Prime Core - RIBA Stages (✓)										
Core - RIBA Stages (✓)										
Building Surveyor	Pick Everard	No	No	No	No	Yes	Yes	Yes	No	SFR
Electrical Engineer	Pick Everard	No	No	No	No	Yes	No	No	No	SFR
Mechanical Engineer	Pick Everard	No	No	No	No	Yes	No	No	No	SFR

Non Core Services

Service	Supplier	0	1	2	3	4	5	6	7	Procurement Route
Principal Designer	Pick Everard					Yes	Yes	No		SFR

** use RIBA stages 0-1 for non-construction projects where only time charges are applicable*
Supply Chain Procurement routes available through the framework:

SFR	Scape Framework Rates
AFR	Alternative Framework Rates
CPO	Client Proposed Organisation using rates agreed with the Client
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).

- o 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.
- o 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 Sub-consultant Selection and Competitive Tender Award Criteria	Not Applicable as there are no subconsultanats on this commission.
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6.6 Appointment of Principal Designer	The role of Principal Designer (CDM) will be undertaken by Pick Everard as indicated in the table of non-core services above. Principal Designer BR not required as the project works sit outside of Building Regulations.
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7.0 Delivery Team	██████████ - ██████████ & ██████████ - ██████████ & ██████████
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Delivery Team - document upload

8.0 Delivery Programme

Our proposed delivery programme is as follows:

Would you like to upload your own Project Programme	No
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Delivery Programme Activity

Project Stage	Activity	Start Date	End Date
Project Completion	Handover	18/12/2024	10/01/2025

9.0 Schedule of Deliverables	Tender Package including Preliminaries, Material & Workmanship, Schedule of Works and Drawings.
------------------------------	---

10.0 Design Specifications and Technical/Quality/Regulatory Standards	Designed to current Approved Documents and Best Practice.
---	---

11.0 BIM Requirements and Document Control	Standard BIM level protocols will apply. Documents will be managed using Pick Everard's Business Management Systems.
--	--

12.0 Client Acceptance Criteria	Client will sign off Design and Specification ahead of going out to Tender.
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13.0 Risks and Opportunities	Programme - The works need to be completed ahead of the lease expiry at Blenheim House.
------------------------------	---

14.0 Prerequisites, assumptions and constraints	The demise will be vacant during the constriction phase.
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15.0 Requirements for Surveys, Investigations and Third-Party Historic Data	Space Planning and M&E Validation surveys have already been undertaken.
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16.1 Overview of Fee

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 £	26,500.78
G - Disbursements £	
Overall Commission Value £	26,500.78

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 external suppliers. 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

1. 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 Deeds of Variation since.
2. Please note that the People Rates are adjusted annually for inflation on the 5th January in accordance with the Indexation Table contained within the 'Agreement'. This is based on the BCIS Labour Cost Index published by the Building Cost Information of the Royal Institute of Chartered Surveyors.
3. If the Client has elected to include Secondary Option X1 (Price Adjustment for Inflation) in the NEC Delivery Agreement that is executed to progress this Service Request, then those Prices derived from People Rates (identified as 'Time Charges above) will be subject to adjustment in line with the same inflation indexation provisions of the Framework. Your budget should therefore include an allowance for inflation on these Prices.
4. Alternatively, if the Client has elected not to include Secondary Option X1 in the NEC Delivery Agreement, then an allowance for the risk of inflation will have been incorporated into the above 'Time Charges'.
5. In both the above scenarios, any quotations for compensation events that arise in the future will apply the latest People Rates.
6. If percentage 'Charges' for Prime Core or Core Services apply, then the Construction Cost Estimate will be reviewed at the end of each RIBA Stage or annually (whichever is the shorter) and should this change (upwards or downwards), the 'Charges' for those RIBA stages yet to be undertaken will be re-calculated accordingly. Any change in the Prices will as a consequence be recognised through a compensation event due to the change in Scope.

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

Service Charges

RIBA Stages	Project Manager	Quantity Surveyor	Architect	Building Surveyor	Commercial Surveyor	Electrical Engineer	Mechanical Engineer	NEC Supervisor	Structural Engineer	Total Fee
2										
3										
4										
5										
6										
7										
Sub Total										

Time Charges

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

Escalator

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

Total Charges

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

Project Manager	Quantity Surveyor	Architect	Building Surveyor	Commercial Surveyor	Electrical Engineer	Mechanical Engineer	NEC Supervisor	Structural Engineer	Non Core	Total Fee
Total Sum Gr										
p Totals										

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 variables have been used.

Time Charges								
Dicipline	If Non-Core, state Service	Supplier	RIBA Stage	Task Details	Staff Grade	Estimated Hours	Hourly Rate (ex VAT) £	Total Fee £
Building Surveyor		Pick Everard	4	Produce Tender Drawings	Associate/Principal or 15yrs+ experience			
Building Surveyor		Pick Everard	4	Produce Preliminaries	Technical Director			
Building Surveyor		Pick Everard	4	Produce Materials and Workmanship	Technical Director			
Building Surveyor		Pick Everard	4	Produce Schedule of Works	Technical Director			
Building Surveyor		Pick Everard	4	Produce DRM's	Technical Director			
Building Surveyor		Pick Everard	4	Attend Contractors Site Visit Day	Technical Director			
Building Surveyor		Pick Everard	4	Reply to queries / questions during the tender period	Technical Director			
Building Surveyor		Pick Everard	4	Tender Evaluation and Scoring	Technical Director			
Building Surveyor		Pick Everard	5	Pre-Start Meeting	Technical Director			
Building Surveyor		Pick Everard	5	Progress Meetings (2no)	Technical Director			
Building Surveyor		Pick Everard	5	Handover Meeting	Technical Director			
Electrical Engineer		Pick Everard	4	Produce Tender Drawings	Technical Director			
Electrical Engineer		Pick Everard	4	Produce Materials and Workmanship	Technical Director			
Electrical Engineer		Pick Everard	4	Produce Schedule of Works	Technical Director			
Electrical Engineer		Pick Everard	4	Produce DRM's	Technical Director			
Electrical Engineer		Pick Everard	4	Reply to queries / questions during the tender period	Technical Director			
Mechanical Engineer		Pick Everard	4	Produce Tender Drawings	Technical Director			
Mechanical Engineer		Pick Everard	4	Produce Materials and Workmanship	Technical Director			
Mechanical Engineer		Pick Everard	4	Produce Schedule of Works	Technical Director			

Mechanical Engineer	Pick Everard	4	Produce DRM's	Technical Director		
Mechanical Engineer	Pick Everard	4	Reply to queries / questions during the tender period	Technical Director		
Non Core	Principal Designer	Pick Everard	4	Review Stage 3 Design & Risk Profile for Stage 4	Senior Consultant or 10-15yrs experience	
Non Core	Principal Designer	Pick Everard	4	Review Existing documentation - Incl Pre Con Pack from Stage 3	Senior Consultant or 10-15yrs experience	
Non Core	Principal Designer	Pick Everard	4	Attendance at DTMs for Stage 4 design	Senior Consultant or 10-15yrs experience	
Non Core	Principal Designer	Pick Everard	4	Ensure all elements of individual disciplines are fully coordinated with one design process to Stage 4	Senior Consultant or 10-15yrs experience	
Non Core	Principal Designer	Pick Everard	4	Receive and review Client Information	Senior Consultant or 10-15yrs experience	
Non Core	Principal Designer	Pick Everard	4	Advise and obtain missing surveys and documentation for PCI	Senior Consultant or 10-15yrs experience	
Non Core	Principal Designer	Pick Everard	4	Prepare PCI and issue the document	Senior Consultant or 10-15yrs experience	
Non Core	Principal Designer	Pick Everard	4	Review Access & Maintenance Strategies	Senior Consultant or 10-15yrs experience	
Non Core	Principal Designer	Pick Everard	5	Work closely with the Principal Contractor to establish a culture of high health & safety standards during the site works including progress meetings	Senior Consultant or 10-15yrs experience	
Non Core	Principal Designer	Pick Everard	5	Ensure that there is regular liaison and management of the different design disciplines at Progress Meetings.	Senior Consultant or 10-15yrs experience	
Non Core	Principal Designer	Pick Everard	5	Thorough co-ordination of Stage 5 design H&S matters	Senior Consultant or 10-15yrs experience	
Non Core	Principal Designer	Pick Everard	5	Manage the PD impact regarding the issue of variations and revised drawings to the Principal Contractor	Senior Consultant or 10-15yrs experience	

Non Core	Principal Designer	Pick Everard	5	Ensure collation of information for the Health & Safety File is in ongoing and in place with the Principal Contractor.	Senior Consultant or 10-15yrs experience		
Non Core	Principal Designer	Pick Everard	5	Obtain all available information from the Principal Contractor for review and QA prior to compiling it into the H&S File for issue.	Senior Consultant or 10-15yrs experience		
Non Core	Principal Designer	Pick Everard	5	Issue to all designers the draft O&M and drawing information for accuracy and as-built status.	Senior Consultant or 10-15yrs experience		
Non Core	Principal Designer	Pick Everard	5	Complete and issue the Access and Maintenance Strategy to the Client.	Senior Consultant or 10-15yrs experience		
Non Core	Principal Designer	Pick Everard	5	At Practical Completion, issue the Health & Safety File to the Client.	Senior Consultant or 10-15yrs experience		

Where non-core services are provided by our Perfect Circle Partners and Suppliers that 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' non-framework rates, as referenced in section 6.4 above

External Consultancy				
Supplier	Discipline	Procurement Route	Services	Net Fee £

16.4 Disbursements

Supplier	Disbursement Details	Net Fee £
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17.0 Delivery Agreement Professional Service 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:

Appendix A

Scope of Services:

Additional Scope Of Services:

Services :

Building Surveyor

Building Surveying

The Consultant will be responsible for all aspects of the design other than that normally carried out by mechanical and electrical engineers and structural engineers. Specialist consultants (e.g. for asbestos analysis, legionella testing) will be appointed in consultation with the Consultant's Building Surveyor team. The Consultant's Building Surveying team may be appointed independently, as part of the Client's design team or as a Client Adviser to support Contractor-led/Design & Build solutions. Where other design contributors are appointed, the Building Surveyor may be required to act as Lead Designer and in addition to any duties listed below, will co-ordinate and integrate the work of other design contributors however employed. As part of this role the Consultant should expect to deliver the following Building Surveyor outcomes/actions.

Generally	Trad
<p>Leadership: Acting as client's Lead Adviser and/or Lead Designer, co-ordinating and integrating the work of 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.</p>	✓
<p>Collaborative working: support effective collaboration between parties at each stage focusing on discharging appropriate RIBA Plan of Work Strategies to deliver project success through combined skills of project stakeholders including design team, contractor(s), specialists, supply-chain etc.</p>	✓
<p>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 or providing other contract roles, e.g. Supervisor etc</p>	✓
<p>Design Management: Lead and co-ordinate design work done by the design team, contractor's design contributors, specialist 3rd party contractors, etc. Obtain quotations and other information in connection with specialist work.</p>	✓
<p>Compliance: with HSEQ requirements including the CDM Regulations insofar as they relate to this Service and liaise with the project team to advise the client of its statutory obligations.</p>	✓
<p>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 Adviser with 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.</p>	✓
Strategic Definition & Preparation and Brief	Trad
<p>Communication: confirm communication channels including reporting and authorisation procedures to operate with the client, maintaining effective communication between parties.</p>	✓
<p>Value Management/Optioneering: Confer with the client and other members of the project team on the options and alternative methods of meeting the client's requirements having regard to the means of procuring, types of contract, timing, funding, resources, site conditions etc.</p>	✓
Concept Design, Spatial Coordination and Technical Design	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.	✓
Teambuilding: Onboard all new project team members including Contractor, confirming roles, responsibilities, reporting/communication channels between parties and ensuring 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	✓
Concept Design: With other stakeholders including end-users, client advisers/design team members, Contractor etc develop a concept design from the outline proposals taking into account amendments requested by the client; where applicable give an indication of timetable for the project; obtain approval of the client.	✓
Spatial Coordination/Technical Design: With other client advisers/design team members including contractor's design contributors where appointed, develop spatial coordination proposals, design and technical information to enable tenders to be invited including drawings, schedules and specification of materials and standard of workmanship.	✓
Package coordination: Monitor coordination of any design work.	✓
Value Management/Optioneering: Working with client and stakeholders to obtain agreement to any budget variances or in consultation with the other members of the project team reduce the scope of the project to come within the approved budget.	✓
Contingency planning: to mitigate any impact of parties' failure to agree to proceed. Includes determining/agreeing suitable corrective action and monitor its implementation	✓
Coordination/validation: Re-examine, in consultation with the client and design team, the overall construction proposals including programme, costs and determine ability to meet client/stakeholders' objectives/requirements.	✓
Manufacturing and Construction	Trad
Leadership: Lead/support the project tracking actions against roles/responsibilities including management and administration of construction contracts and coordination of 3rd party providers and stakeholders.	✓
Attendance: Visit the works at appropriate intervals and inspect the progress and quality of the workmanship and materials for compliance with the contract documents and good building practice – fulfilling the role of NEC Supervisor or JCT Clerk of Works or supporting the fulfilment of this role when undertaken by others.	✓
Providing client/stakeholders with technical advice/reports: Support the client, advising of its statutory (HSEQ) responsibilities, suitability of Contractor/design team proposals, programmes etc with recommendations to resolve areas of concern.	✓
Coordination between parties: arrange meetings/dialogue and monitor timely provision of client/stakeholder information and approvals	✓
Maintain effective communication channels between parties:	✓
Handover and Use	Trad
Handover control: Oversee handover and commissioning processes, including preparation of client/end-users, a Handover Report for the client's approval, provision of training/O&Ms, CAFM/COBie, 'as built', H&S File etc. Arrange and attend handover meeting with the project team and client, capturing lessons learned etc.	✓
Services :	
Mechanical Engineer	

Mechanical Engineering

The Consultant will be responsible for all aspects of Mechanical Engineering. The Consultant's Mechanical Engineering team may be appointed independently, as part of the Client's design team or as a Client Adviser to support Contractor-led/Design & Build solutions. The Lead Designer will co-ordinate and integrate Mechanical Engineering activities with the work of other design contributors however employed. For projects where the services content forms the majority or all of the work relate to Mechanical Engineering the Consultant's Mechanical Engineering Team may be required to act as the Lead Designer and co-ordinate and integrate the work of other design contributors however employed. As part of this role the Consultant should expect to deliver the following Mechanical Engineering outcomes/actions.

Generally	Trad
Strategic Definition & Preparation and Brief	Trad
Concept Design, Spatial Coordination and Technical Design	Trad

Support establishment of the team/Procurement: supporting lead adviser/client design team members in procurement of other design team members, specialists, contractor(s), including tender (MEAT) or direct award assessments providing drawings and documents as required. Supporting team with identification of long lead/pre-ordered mechanical engineering items.	✓
Teambuilding: Assist onboarding of new project team members including Contractor, working to establish reporting/communication channels between parties and cultural alignment	✓
Clarify brief: Agree the scope of the specifications/Scope/Works Information and co-ordination of drawings with the client's advisers/design team, with particular reference to mechanical services and specialist work affecting the structure.	✓
Due diligence: Consult any local or any other authority necessary in connection with the mechanical design of the works and prepare details and calculations as necessary to the appropriate Authorities	✓
Communication & collaboration: Maintain effective communication/information exchange/collaboration between parties such as design data for the engineering services showing locations and approximate sizes of plant rooms, major items of plant, ducts and service run; also approximate weights of any item affecting architectural concepts and structural design to ensure compatibility.	✓
Concept Design: With other stakeholders including end-users, design team members, Contractor Design Contributors (where appointed) etc support development of concept design and prepare calculations (such as heating and cooling loads), drawings and specification of the works within the cost plan limit.	✓
Commercial input: In conjunction with client advisers/design team members & contributors/contractor/specialists providing advice on the cost for the mechanical design solution for the project.	✓
Technical advice/design reviews: Continually validating designs/programme such as evaluations of energy use and consumption calculations, advising the client's design team on energy conservation measure and ensuring design elements properly co-ordinated and integrated.	✓
Reporting: Prepare progress reports and final report to client, ensuring Contractor includes fully developed brief, explanation of scheme, outline specification/Scope/Works Information, estimate of cost of the building works and project plan and risks. Support client by confirming project's compliance with client/stakeholder targets/objectives, obtaining approvals as appropriate and supporting client making informed decisions/approval to proceed.	✓
Spatial Coordination/Technical Design: With other client advisers/design team members including contractor's design contributors where appointed, develop spatial coordination proposals, design and technical information to enable tenders to be invited including drawings, schedules and specification of materials and standard of workmanship. Submit final designs for each of the engineering services to be included in the works with the associated estimates and assist in preparation of report for the client.	✓
Spatial Coordination: With other client advisers/design team members and Contractor (where appointed), develop spatial coordination concept design and information to enable tenders to be invited including drawings, schedules and specification of materials and standard of workmanship as appropriate to required appointment stage. If already appointed, oversee Contractor's development of spatial coordination proposals into technical design/production information. Assessing final designs for each of the engineering services to be included in the works with the associated estimates and assist in preparation of report for the client.	✓
Package coordination: Co-ordinate any mechanical engineering installation design work, from design team, contractor's design contributors, specialist 3rd parties; obtain quotations and other information in connection with the mechanical installations. Negotiate with the public and other utility authorities for provision of all necessary incoming services.	✓
Manufacturing and Construction	Trad
Handover and Close Out & In Use	Trad

Services :

Electrical Engineer

Electrical Engineering

The Consultant will be responsible for all aspects of Electrical Engineering. The Consultant's Electrical Engineering team may be appointed independently, as part of the Client's design team or as a Client Adviser to support Contractor-led/Design & Build solutions. The Lead Designer will co-ordinate and integrate Electrical Engineering activities with the work of other design contributors however employed. For projects where the services content forms the majority or all of the work relate to Electrical Engineering the Consultant's Electrical Engineering Team may be required to act as the Lead Designer and co-ordinate and integrate the work of other design contributors however employed. As part of this role the Consultant should expect to deliver the following Electrical Engineering outcomes/actions.

Generally	Trad
Strategic Definition & Preparation and Brief	Trad
Concept Design, Spatial Coordination and Technical Design	Trad
Support establishment of the team/Procurement: supporting lead adviser/client design team member in procurement of other design team members, specialists, contractor(s), including tender (MEAT) or direct award assessments providing drawings and documents as required.	✓
Support establishment of the team/Procurement: supporting lead adviser/client design team member in procurement of other design team members, specialists, contractor(s), including tender (MEAT) or direct award assessments providing drawings and documents as required. Supporting team with identification of long lead/pre-ordered items. Assisting any novations and/or Contractor's procurement of electrical engineering design contributors Supporting team with identification of long lead/pre-ordered items	✓
Teambuilding: Assist onboarding of new project team members including the Contractor, working to establish reporting/communication channels between parties and cultural alignment	✓
Clarify brief: Agree the scope of the specifications/Scope/Works Information and co-ordination of drawings with stakeholders including the client's advisers/design team, with particular reference to electrical services and specialist work affecting the structure.	✓
Due diligence: Consult any local or any other authority necessary in connection with the electrical design of the works and prepare details and calculations as necessary to the appropriate Authorities	✓
Communication & collaboration: Maintain effective communication/information exchange/collaboration between parties such as design data for the engineering services showing locations and approximate sizes of plant rooms, major items of plant, ducts and service run; also approximate weights of any item affecting architectural concepts and structural design to ensure compatibility.	✓
Concept Design: With other stakeholders including end-users, design team members, Contractor Design Contributors (where appointed) etc support development of concept design and prepare calculations (such as heating, cooling, power loads etc), drawings and specification of the works within the cost plan limit.	✓
Commercial input: In conjunction with client advisers/design team members & contributors/contractor/specialists providing advise on the cost for the electrical design solution for the project.	✓
Technical advice/design reviews: Continually validating designs/programme such as evaluations of energy/power use and consumption calculations, advising the client's design team on energy conservation measure and ensuring design elements properly co-ordinated and integrated.	✓
Spatial Coordination/Technical Design: With other client advisers/design team members including contractor's design contributors where appointed, develop spatial coordination proposals, design and technical information to enable tenders to be invited including drawings, schedules and specification of materials and standard of workmanship. Submit final designs for each of the engineering services to be included in the works with the associated estimates and assist in preparation of report for the client.	✓
Package coordination: Co-ordinate any electrical engineering installation design work, from design team, contractor's Design contributors, specialist 3rd parties; obtain quotations and other information in connection with the electrical installations. Negotiate with the public and other utility authorities for provision of all necessary incoming services.	✓
Package coordination: Monitor coordination of any electrical engineering installation design work.	✓
Assists and support approval process: Providing timely and accurate drawings/calculations etc for Building Regulations, responding to any queries / conditions.	✓
Manufacturing and Construction	Trad

Appendix B

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 Service Short Contract (PSSC) - Short Service Delivery Agreement
- 2:NEC4 Professional Service Contract (PSC) Option A - Priced Contract with Activity Schedule
- 3:NEC4 Professional Service Contract (PSC) Option C - Target Contract
- 4:NEC3 Professional Services 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.

2: NEC4 Professional Service 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 Service 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 105%	40%
Greater than 105%	100%

This contract can only be used when good estimates of scope and price can be made attender 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 Services 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 otherwise 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.

Appendix D - CVs for Key Staff

CV Document Upload

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)