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**SHORT SERVICE**

**DELIVERY AGREEMENT**

**(NEC PROFESSIONAL SERVICES SHORT CONTRACT)**

This is a Short 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 Short Service Delivery Agreement.

|  |  |
| --- | --- |
| THIS AGREEMENT is made on | 31/3/2023 |

|  |  |  |  |
| --- | --- | --- | --- |
| BETWEEN1. the *Client* |  |  |  |
| Defence Infrastructure Organisation | 2. the*Consultant* | Perfect Circle JV Limited |
|  |  |  |

of whose registered office is

|  |  |  |  |
| --- | --- | --- | --- |
| Address for communications | St George’s House DIO Head Office DMS Whittington Lichfield, Staffordshire WS14 9PY | Address for communications | Halford House Charles Street LeicesterLE1 1HA |
|  |  |  |

Telephone ***Redacted***

***Redacted***

Telephone

|  |  |  |  |
| --- | --- | --- | --- |
| Address for electroniccommunications |  | Address for electroniccommunications |  |
| ***Redacted*** | ***Redacted*** |
|  |  |  |

|  |  |
| --- | --- |
| FOR THE SERVICES OF | Consultancy support to the FY2023/2024 ASISP Programme, specifically for deliverables relating to the safety management of Asbestos, Legionella, DSEAR & Fire critical infrastructure programme. |

Commission Name Commission No.

|  |  |  |
| --- | --- | --- |
| Asbestos, Legionella, DSEAR, Fire Support on FY2023/24 |  | 5120 |

| 1 | SCAPE Consultancy framework Short Service Delivery Agreement Rev 4 01-04-2021

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|  |
| --- |
| **Introduction****NEC Professional Services Short Contract**This Delivery Agreement incorporates the NEC 4th edition Professional Services Short Contract June 2017 (the **NEC Professional Services Short Contract**) with January 2019 and October 2020 Amendments.Any subsequent amendments to the NEC Professional Services Contract shall apply to this 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:1. The conditions of contract set out below shall be incorporated unless varied by an incorporated amendment to contract or as otherwise agreed in writing by the Client in this contract and Scape
2. The Z clauses and amendments to contract clauses set out shall be incorporated within the Delivery Agreement
3. The Client shall indicate within the Delivery Agreement whether the optional clauses are to be incorporated
4. The Client has sole discretion to the choice of optional clauses.
5. Delivery Agreements must be executed and witnesses as a deed, ‘under seal’, or as an ‘agreement’ on a Client’s request.
6. Unless a Client specifies otherwise, Short Service Delivery Agreements will be limited to commissions of £500,000.00 or less, based on the initial forecast of services or the offered total of the Prices.

**Whereas:**This Delivery Agreement is made pursuant to the Framework Agreement dated 29th January 2021 made between Scape Procure Limited and the Partner (the ‘Framework Agreement’) and incorporates those provisions of the Model Delivery Agreement set out in Schedule 9 to the Framework Agreement.**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.1. **The *Client’s Obligations***

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

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**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** | **£** | *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



**Continues**

Service Request Proposal



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**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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[*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*** | 31/3/2023 |

Authorised Signatory
***Redacted***

Full name

***Redacted***

Position/title

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

X **Perfect Circle JV Ltd** )

by )

OR Autho ***Redacted*** ***Redacted*** as attorney for

**Perfect Circle JV Ltd** Full name

under a power of attorney

dated Director

Position/title

***Redacted***

31/3/2023

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Short Service Delivery Agreement

NEC4 Professional Services Short Contract

**Main Contract Data**

**Contract Data**

**The *Client’s* Contract Data**

**The following details the Contract Data which will be provided by the *Client* for each Delivery Agreement.**

**Certain defined terms and information in the Contract Data will be common to all Delivery Agreements, other information included in the Contract Data will be specific to individual commissions.**

The *conditions* of *contract* are the NEC4 Professional Services Short Contract June 2017 with January 2019 and October 2020 amendments and the following additional conditions, amendments, alterations, additions and deletions as contained below apply and take priority over the standard form short contract.

The *Client* is:

**Defence Infrastructure Organisation**

**St George’s House, Defence Infrastructure Organisation Head Office, DMS Whittington, Lichfield, Staffordshire WS14 9PY**

***Redacted***

***Redacted***

The *Client’s* delegate1, as defined by Clause 14.5 is:

***Redacted***

**Defence Infrastructure Organisation, Building 19, Thiepval Barracks, Lisburn BFPO 801**

***Redacted***

***Redacted***

Name

Address for communications

Telephone

Address for electronic communications

Name

Address for communications

Telephone

Address for electronic communications

The *Client’s delegate* is authorised to perform all duties and responsibilities of the *Client* up to **Defects date \*** excluding the following:

* **None**

**\*delete as appropriate**The *service* is

***Consultancy support to the FY2023/2024 ASISP Programme, specifically for deliverables relating to the safety management of Asbestos, Legionella, DSEAR & Fire critical infrastructure programme*.**

1 The Client’s delegate is not the Lead Partner. If applicable, this is the Project Manager appointed by the Client to manage this Delivery Agreement on its behalf.

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Short Service Delivery Agreement

NEC4 Professional Services Short Contract

**Main Contract Data**

|  |  |
| --- | --- |
| **Contract Data** |   |
| **The *Client’s* Contract Data** |   |
| The *starting date* is |   |   |
| **3rd April 2023** |   |
| The *completion date* is |   |   |
| **31st December 2023** |   |
| The *law of the contract* is the law of |   |   |
| **England and Wales** |   |
| The *period for reply* is |   | weeks |
| **2** |
| Optional clauseThe *defects date* is |   | **Does** apply. 2  | weeks after Completion |
| 13.3 – electronic communication |
|   |
|   |
| **26** |
| The *assessment day* is the |   | of each month |
| **7th** day |

Work **is** \* to be carried out on a time charge basis \*(delete as applicable)

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **Does** apply The *Adjudicator* is

|  |  |
| --- | --- |
| Name | **Not named** |
|  |  |
| Address for communications | **N/A** |
|  |  |
| Telephone | **N/A** |
|  |  |
| Address for electroniccommunications | **N/A** |

|  |  |  |
| --- | --- | --- |
| The interest rate on late payment is | **0.2** | % per complete week of delay. |

**Insert a rate only if a rate less than 0.5% per week of delay has been agreed**

2 See additional conditions of contract below.

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Short Service Delivery Agreement

NEC4 Professional Services Short Contract

**Main Contract Data**

**Contract Data**

**The *Client’s* Contract Data**

|  |  |
| --- | --- |
| The *Client* provides thisinsurance | 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 of 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*. |

**Only enter details here if the *Client* is to provide insurance**

The *Consultant* provides the following insurance cover:

|  |  |  |
| --- | --- | --- |
| **Insurance against** | **Minimum amount of cover** | **Period following Completion or earlier termination** |
| Professional Indemnity Insurance – Liability of the *Consultant* for claims made against it arising out of the *Consultant’s* failure to use the reasonable skill, care and diligence normally used by competent and appropriately qualified professionals providing services similar to the *service* | **£2,000,000\*** 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 without limit to the number of claims | **6 years** |
| Loss of or damage to property and liability for bodily injury or death 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 | **6 years** |
| Liability for 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 | **6 years** |

|  |  |
| --- | --- |
| The *Consultant’s* total liability to the *Client* which arises under or in connection with the contract for all matters other than Cladding Claims is limited to: | **£2,000,000\* in the aggregate.**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 excluded3. |

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 areinstructed by the Client as Compensation Events  | The amount and basis of professional indemnity insurance provided by the Subconsultant(s). |

\* **to be confirmed by *Client* on a commission specific basis**

|  |  |
| --- | --- |
| The *Adjudicator nominating body* is | **the Royal Institution of Chartered Surveyors** |
|  |  |
| The *tribunal* is the | **Courts of England and Wales** |

3 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.

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Short Service Delivery Agreement

NEC4 Professional Services Short Contract

**Main Contract Data**

**Contract Data**

**The *Client’s* Contract Data**

The *conditions* of *contract* are the NEC4 Professional Services Short Contract June 2017 with January 2019 and October 2020 Amendments and the following additional conditions

**1 General**

 11.2(5) At the end of the first sentence, add:

‘less Disallowed Cost.’

 11.2(12) Insert a new clause 11.2(12):

‘Data Protection Legislation means:

1. 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
2. all applicable law about the processing of personal data and privacy.’

 11.2(13) Insert a new clause 11.2(13):

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

 11.2(14) Insert a new clause 11.2(14):

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

 11.2(15) Insert a new clause 11.2(15):

‘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(16) Insert a new clause 11.2(16):

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

 11.2(17) Insert a new clause 11.2(17):

‘Disallowed Cost is cost which;

1. is included within the Commercial Inclusions Tables contained in the Pricing Procedures of the Framework Agreement,
2. unless the *Client* otherwise agrees, exceed the relevant, regionally adjusted People Rates for the applicable role and seniority stated in the relevant table of the Framework Commercial Model
3. is not justified by the *Consultant’s* accounts and records,
4. should not have been paid to the Subcontractor or supplier in accordance with its contract,
5. was incurred only because the *Consultant* did not
6. follow an acceptance or procurement procedure stated in the Scope,
7. give an early warning which the contract required it to give or
8. give notification to the *Client* 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

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Short Service Delivery Agreement

NEC4 Professional Services Short Contract

**Main Contract Data**

1. activities included under the Client Proposed Appointment Charge of the Framework Agreement,
2. correcting Defects after Completion,
3. correcting Defects caused by the *Consultant* not complying with a constraint on how it is to Provide the Service stated in the Scope,
4. resources not used to Provide the Service (after allowing for reasonable availability and utilisation), and
5. preparation for and conduct of an adjudication or proceedings of the *tribunal* between the Parties.’

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

‘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.’

 *13.3* Insert a new clause 13.3:

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

1. any notification of a wish to terminate this contract or the employment of the *Consultant* under it;
2. any notification by the *Consultant* of his intention to suspend performance of his obligations under this contract;
3. any invoking by either party of the procedures applicable under this contract to the resolution of disputes or differences; and
4. any agreement between the parties amending the provisions of this contract*.’ (Clause 13.3 may be deleted at the Client’s sole discretion).*

 14.4 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 *Client* 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.’

 14.5 Add, at the end of final sentence:

‘unless the delegate’s authority is limited in that action by the Contract Data.’

 18. Insert a new clause 18:

**‘Data Protection**

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Short Service Delivery Agreement

NEC4 Professional Services Short Contract

**Main Contract Data**

 18.1 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:

 18.2 Without prejudice to the generality of clause 18.1, 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.

 18.3 Without prejudice to the generality of clause 18.1, the *Consultant* shall, in relation to any Personal Data processed

in connection with the performance by the *Consultant* of its obligations under this agreement:

18.3.1 Process the Personal Data only on the written instructions of the *Client* and only as required for the purpose of the performance of this agreement;

18.3.2 Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the *Client*, 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);

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

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

18.3.5 Assist the *Client*, 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;

18.3.6 Notify the *Client* without undue delay on becoming aware of a Personal Data breach;

18.3.7 At the written direction of the *Client*, delete or return Personal Data and copies thereof to the *Client* on termination of the agreement; and

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

 18.4 The *Client* does not consent to the *Consultant* appointing any third-party processor of Personal Data under this

agreement.’

**2 The *Consultant’s* main responsibilities**

 20.2 Delete and replace with:

‘The *Consultant’s* obligation is to 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.*’

 20.4 Insert a new clause 20.4:

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

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Short Service Delivery Agreement

NEC4 Professional Services Short Contract

**Main Contract Data**

20.5 Insert a new clause 20.5:

‘The *Consultant* performs the Services 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 Services complies with all relevant Laws.’

21.4 Insert a new clause 21.4:

‘The *Consultant*, in subletting of any part of the *service:*

1. 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 *Client* to be provided in the forms specified in Schedule 14 to the Framework Agreement but with any amendments as permitted by Schedule 14 to the Framework Agreement;
2. warrants each Subcontractor’s compliance with this contract’s Modern Slavery Act requirements;
3. procures that all relevant subcontracts shall be executed and delivered as a deed; and
4. provides to the *Client* 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).’

21.5 Insert a new clause 21.5:

‘The *Consultant* notifies the *Client* of the name, contact details and legal representatives of each Subcontractor before appointing the Subcontractor. 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.’

21.6 Insert a new clause 21.6:

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

1. 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;
2. invoices for payment submitted by the subcontractor are considered and verified by the *Consultant* in a timely fashion;
3. undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed; and
4. any contract awarded by the Subcontractor for work included in this contract includes provisions to the same effect as these provisions.’

23 Insert a new clause 23:

‘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 by the *Client* in writing and shall, within 14 days of being provided with an engrossment, execute and return to the *Client* the collateral warranty agreement in favour of the *Client*, but with such amendments as the *Consultant*, *Client* and contractor may agree, such agreement not to be unreasonably withheld or delayed.’

**3 Time**

31.2 Insert a new clause 31.2:

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Short Service Delivery Agreement

NEC4 Professional Services Short Contract

**Main Contract Data**

‘The first programme is to be submitted to the *Client* two weeks prior to the *starting date*. The programme is to be updated and similarly distributed each month until the date of Completion.’

**5 Payment**

 50.3 Insert at the end of the third bullet point:

‘less expenses included in the Commercial Inclusions Tables contained within the Pricing Procedures of the Framework Agreement,’

 51.4 Insert a new clause 51.4:

‘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 *Client* 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**

 60.1(9) Insert a new clause 60.1(9):

‘A change to the guidance issued by the UK Government or a local authority, which affects working practices, solely due to COVID19 or any future pandemic as declared by the UK Government or a local authority, occurring after the *starting date*.’

 63.5 After the first sentence add:

‘Unless the *Client* 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’

85 Insert a new clause 85:

85.1 ‘Before the *starting date* and on each renewal of the insurance policy until the *defects date*, the *Consultant* submits to the *Client* for acceptance certificates which state that the insurance required by the contract is in force. After the *defects date* and on 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 *Client* for acceptance certificates which state that the insurance required by the contract is in force. The certificates are signed by the *Consultant’s* insurer or insurance broker. The *Client* accepts the policies and certificates if the insurance complies with the contract and if the insurer’s commercial position is strong enough to carry the insured liabilities. The *Client’s* acceptance of an insurance certificate provided by the *Consultant* does not change the responsibility of the *Consultant* to provide the insurances stated in the Contract Data.

85.2 The Parties comply with the terms and conditions of the insurance policies to which they are a Party.’

**9 Termination and dispute resolution**

Insert the following section:

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Short Service Delivery Agreement

NEC4 Professional Services Short Contract

**Main Contract Data**

90.7 (1) ‘The *Client* may terminate the *Consultant's* obligation to Provide the Services 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 for a default by the *Consultant, (Reason 2)*.

If the *Client* otherwise terminates under the provisions of regulation 73(1) of the Public Contracts Regulations 2015 the amount due on termination is the same as if the *Client* had terminated for Reason 8.’

**Insert the following new section:**

**10 The Contracts (Rights of Third Parties) Act 1999**

 100.1 ‘A person who is not a party to this contract shall have no rights under the Contracts (Rights of Third Parties)

Act 1999 to enforce any term of this contract unless it is stated expressly in the Contract Data that an identified third party may enforce such rights and those rights are identified.

 100.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this

Agreement are not subject to the consent of any other person.’

**11 DEFCON Conditions**

110.1 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.

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Short Service Delivery Agreement

NEC4 Professional Services Short Contract

**Main Contract Data**

**Contract Data**

**The *Consultant’s* Contract Data**

The *Consultant* is

|  |  |
| --- | --- |
| Name | **Perfect Circle JV Ltd** |
|  |  |
| Address for communications | **Halford House, Charles Street, Leicester, LE1 1HA** |
|  |  |
| Telephone | ***Redacted*** |
|  |  |
| Mobile | ***Redacted*** |
|  |  |
| Address for electronic communications | ***Redacted*** |

|  |  |  |
| --- | --- | --- |
| The *fee percentage* is | **4** | % |

The *people* rates are

**category of person: Hourly**

**Project Management & Quantity Surveying Rate\*\*\*(£)**

***Redacted***

**\*\*\*Unless the Client agrees otherwise, *people rates* must not exceed the ‘People Rates with expenses’ applicable to the role and seniority stated in the Framework Commercial Model***.* ***The People's Rates will be adjusted annually on 5th January in accordance with the Indexation Table contained within the Scape Consultancy Framework Agreement. This is based on the BCIS Labour Cost Index and will be applied annually thereafter until the completion of works under this Delivery Agreement.***

|  |  |
| --- | --- |
| The Lead Partner is | **AECOM Ltd** |

|  |  |  |
| --- | --- | --- |
| The *Client* Proposed Appointment Charge is | £ | **0.00 \*\*\*\*** |

**\*\*\*\*[Unless the *Client* agrees otherwise, the charge must not exceed the rate stated in the Framework Commercial Model***.***]**

Scape Consultancy Framework - Built Environment – Lot 1 - Non-USVF 10

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Short Service Delivery Agreement

NEC4 Professional Services Short Contract

**Main Contract Data**

**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 | **Not Applicable** |

**If all work is to be carried out on a time charge basis, enter ‘Not Applicable’.**

Scape Consultancy Framework - Built Environment – Lot 1 - Non-USVF 11

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Short Service Delivery Agreement

NEC4 Professional Services Short Contract

**Main Contract Data**

**Price List**

**A detailed breakdown of the Prices is provided in the Service Request Form annexed to this contract. Invoicing will be monthly.**

The method and rules used to compile the Price List are

**as described in Schedule 5 (Pricing Procedures) of the Framework Agreement**

**Scope**

1. **The Scope provided by the *Consultant* is detailed in the Service Request Form annexed to this contract**
2. **Information and other things provided by the *Client***

**Describe what information and other things the *Client* is to provide and by when. Information is that which is not currently available, but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the *Client’s* information technology systems.**

|  |
| --- |
| **ITEM DATE BY WHICH IT WILL BE****PROVIDED** |



Scape Consultancy Framework - Built Environment – Lot 1 - Non-USVF 12

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Short Service Delivery Agreement

NEC4 Professional Services Short Contract

**Main Contract Data**

**Annex 1 – Service Request Form**

Scape Consultancy Framework - Built Environment – Lot 1 - Non-USVF 13

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Short Service Delivery Agreement

NEC4 Professional Services Short 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)**

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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.

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Part A - Outline Service Requirements

Client Name Defence Infrastructure Organisation

Commission No. 5120 Commission Name (Title) Asbestos, Legionella, DSEAR & Fire Support on

FY2023/2024 ASISP Programme

Commission Description This Commission is to deliver Professional Commission Postcode WS14 9PY

external assistance, via Consultancy and
Professional Services (C&PS) and through the
SCAPE framework. This is required to provide
specific support on deliverables of the safety
management of Asbestos, Legionella, DSEAR
and Fire critical infrastructure programme.

Client Contact Name ***Redacted***

 Client Contact Email ***Redacted***

Client Contact Position ***Redacted***

 Client Contact Telephone ***Redacted***

Number

Lead Partner - Company AECOM Commission Lead Contact ***Redacted***

Name Name

Commission Lead Contact ***Redacted*** Commission Lead Contact 07917 100263

Email Mobile

Main Contract Type NEC4 Professional Service Short Contract Region West Midlands

(PSSC) - Short Service DA

Lead Partner’s Service Not Applicable Manager (or NEC3 PM)

|  |  |
| --- | --- |
| Client estimated budget for 154,507.39 Commission £Client anticipated start date 03 Apr 2023Has a Client’s draft/outline No programme been appended? | Client anticipated end date 31 Dec 2023 |

Other Document Upload 1 20230302-Service Request Proposal-FY2324- Other Document Comments 1 Offline "word" Service Request Proposal to be

|  |  |
| --- | --- |
| ASISP Programme.docx (2.4 MB)Other Document Upload 2Other Document Upload 3Has a Client’s Project Brief No been appended?Has a Scheme Layout been No appended? | issued to Client. |

Are there Client Proposed No
Organisations?

Part B - Pre-Engagement Activity Checklist

Are Pre-Engagement Matters required? No

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Part C - Detailed Service Requirements

1.1 Project Refer to attached Service Request Proposal uploaded at 'Other Document Upload 1'.
Overview/Background

1.2 Objectives/Outcomes Refer to attached Service Request Proposal uploaded at 'Other Document Upload 1'.

2.0 Health, Welfare, Safety, Refer to attached Service Request Proposal uploaded at 'Other Document Upload 1'.

Environment and Sustainability

Considerations

3.0 Value for Money Statement Refer to attached Service Request Proposal uploaded at 'Other Document Upload 1'.

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) 5) Best practice and knowledge transfer

Value for Money Driver (3) 4) Working with stakeholders

|  |  |
| --- | --- |
| 4.0 Project Success Criteria5.0 Social Value | 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
 |

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 as part of our business-as-usual activities.

* Local spend on projects, reporting on spend within 20 miles of commissions - our target is 45% of the commission value to be within that 20 miles
* Small and Medium (SME) spend, targeting greater engagement of SME’s in our supply chain - our target is 85% of spend with our supplier chain to be SME suppliers
* Fair payment, ensuring we pay our supply chain within 19 days of receipt of invoices - our target is 100% of our invoices to be paid within 19 days

Is the Client interested in Yes
setting TOMS targets?

|  |  |
| --- | --- |
| TOMS Outcome Yes | To augment our Social Value offering, Perfect Circle are engaging the National Data Set of TOMs (Themes, Opportunities, Measures) framework as a means of capturing and monetising the social value we create. We are therefore offering you to select up to a maximum of 5 TOMS, in addition to our business-as-usual activities cited above. Please confirm which of these measures, if any, you would like Perfect Circle to consider. For each measure you are invited to propose a target for us to achieve which should reflect:* The nature, scale and duration of the services we will be delivering to you.
* The accessibility of opportunities. For example, we could achieve higher outcomes in school visits (NT8) if a local authority is able to support the process of putting in place arrangements with individual schools through its Children’s Services teams.

The outcomes of these TOMS measures will be recorded and captured 4 weeks after the end of the Commission. |

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TOMS Measures

NT Ref (1) **NT18 - Total** Comments Unit £ SV 0.75 Target £**2,500.00** SV 0.00

**amount (£) spent in** (1) Proxy (1) Add £

**LOCAL supply chain** Value (1)
**through the contract**

NT Ref (2) NT19 Total amount Comments

(£) spent through contract with LOCAL micro, small and

medium enterprises

(MSMEs)

NT Ref (3) NT61 Fair Payment Comments

Percentage of invoices on the contract paid within 30 days



Unit £ SV 0.75

SV 0.00



Target 0.00

|  |  |  |  |
| --- | --- | --- | --- |
| (2) | Proxy | (2) | Add £ |
|   | Value |   | (2) |

Unit % SV 0.00

Proxy Value



Target 0



SV 0.00

|  |  |  |  |
| --- | --- | --- | --- |
| (3) |   | Add £(3) |   |
|   | **6 staff to be** |   |   |
| Target | **trained** | SV | 0.00 |
| (4)Target | **(plus well-being moments)** | Add £(4)SV | 0.00 |
| 1.

Target1.

Target1.

Target1.
 |   | Add £1.

SV Add £1.

SV Add £1.

SV Add £ | 0.000.000.00 |

***Redacted***

(3)

NT Ref (4) **NT21 - Equality,** Comments

**diversity and**

**inclusion** (4)

**(EDI) training**

**provided**

NT Ref (5) Comments

1.

NT Ref (6) Comments

1.

NT Ref (7) Comments

1.

NT Ref (8) Comments

1.

Unit SV

Proxy Value

Unit SV

Proxy Value

Unit SV

Proxy Value

Unit SV

Proxy Value

Unit SV

Proxy Value

**6.0 Detailed Scope of Services**

6.1 Description of the Services Refer to attached Service Request Proposal uploaded at 'Other Document Upload 1'. to be Provided

6.2 Service / Price Exclusions Refer to attached Service Request Proposal uploaded at 'Other Document Upload 1'.

6.3 Key Stakeholders, Refer to attached Service Request Proposal uploaded at 'Other Document Upload 1'.

Consultations and

Interdependencies

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.

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**Prime Core - RIBA Stages (✔)**

Project
Management

Quantity
Surveying

**Core - RIBA Stages (✔)**

Building
Surveying

Architectural
Design

Mechanical
Engineering

Electrical
Engineering

Structural
Engineering

Commercial
Surveying

**0-1\* 2 3 4 5 6 7 Procurement**

**Route**

No No No No No No No

No No No No No No No

No No No No No No No

No No No No No No No

No No No No No No No

No No No No No No No

No No No No No No No

No No No No No No No

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6.5 Sub-consultant Selection Refer to attached Service Request Proposal uploaded at 'Other Document Upload 1'.

*\* 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).

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.









|  |  |
| --- | --- |
|  | **Non Core Services** |
|  |



ASISP AECOM Yes No No No No No No SFR

Programme

0-1 2 3 4 5 6 7 Non Core

Procurement Route



Non Core

Service

Non Core Supplier

and Competitive Tender Award

Criteria

6.6 Appointment of Principal Refer to attached Service Request Proposal uploaded at 'Other Document Upload 1'.
Designer

7.0 Delivery Team Refer to attached Service Request Proposal uploaded at 'Other Document Upload 1'.

Delivery Team - document
upload

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8.0 Delivery Programme

Our proposed delivery programme is as follows:

Would you like to upload your No
own Project Programme

|  |  |
| --- | --- |
|  | **Delivery Programme** |
|  |
| *There are no records to display.* |

9.0 Schedule of Deliverables Refer to attached Service Request Proposal uploaded at 'Other Document Upload 1'.

10.0 Design Specifications and Refer to attached Service Request Proposal uploaded at 'Other Document Upload 1'.

Technical/Quality/Regulatory

Standards

11.0 BIM Requirements and Refer to attached Service Request Proposal uploaded at 'Other Document Upload 1'.
Document Control

12.0 Client Acceptance Criteria Refer to attached Service Request Proposal uploaded at 'Other Document Upload 1'.
13.0 Risks and Opportunities Refer to attached Service Request Proposal uploaded at 'Other Document Upload 1'.

14.0 Prerequisites, Refer to attached Service Request Proposal uploaded at 'Other Document Upload 1'.
assumptions and constraints

15.0 Requirements for Refer to attached Service Request Proposal uploaded at 'Other Document Upload 1'.

Surveys, Investigations and

Third-Party Historic Data

16.1 Overview Fee

**Our total fee is summarised as follows**

***Redacted***

Total Commission Value £ 154,507.39

G - Disbursements £ 0.00

Overall Commission Value £ 154,507.39

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This comprises of:

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

Total Commission Value (D plus E plus F)

1. 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 Deeds of Variation since.

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.

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.

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’.

In both the above scenarios, any quotations for compensation events that arise in the future will apply the latest People Rates.

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 re­calculated 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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|   | **Project Manager** | **Quantity Surveyor** | **Architect** | **Building Surveyor** | **Electrical Engineer** | **Mechanical Engineer** | **Structural Engineer** | **Total Fee** |
| **2** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **3** |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **4** |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **5** |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **6** |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **7** |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **Sub Total** |

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Time Charges

**Project Manager**

**Quantity Surveyor**

**Electrical**

**Surveyor Engineer**

**Mechanic Engineer**

**Structural Engineer**

**Commerci Surveyor**

**Architect Building**



**Non Core Total Fee**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **0** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 148,564.80 | 148,564.80 |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **1** |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **2** |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **3** |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **4** |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **5** |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **6** |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **7** |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 148,564.80 | 148,564.80 |
| **Sub** |
| **Tota** |   |   |   |   |   |   |   |   |   |   |

Total Charges

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|   | **Project Manager** | **Quantity Surveyor** | **Architect** | **Building Surveyor** | **Electrica Engineer** | **Mechanic Engineer** | **Structural Engineer** | **Commerci Surveyor** | **Non Core** | **Total Fee** |
| **0** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 148,564.80 | 148,564.80 |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **1** |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **2** |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **3** |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **4** |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **5** |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **6** |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| **7** |
|   | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 148,564.80 | 148,564.80 |
| **Tota** |

Escalators



|  |  |  |  |
| --- | --- | --- | --- |
|   | **Project Manager** | **Quantity Surveyor** | **Architect** |
| **Contra** | 0.00 | 0.00 | 0.00 |
| **Lead** |   |   |   |
|   | 0.00 | 0.00 | 0.00 |
| **Superv** |

|  |  |  |  |
| --- | --- | --- | --- |
| 0.00 | 0.00 | 0.00 | 0.00 |
| 0.00 | 0.00 | 0.00 | 0.00 |

**Commercial Surveyor**

0.00

0.00

**Non Core**

0.00

0.00

**Total Fee**

0.00

0.00

**Building Electrical Mechanic Structural**

**Engineer**

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**Disbursements**



*There are no records to display.*

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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.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
| ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |
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| ***Redacted*** |
| ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** | ***Redacted*** |

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** |

*There are no records to display.*

17 Delivery Agreement Professional Services Contract Model

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

Appendix A

Scope of Services Lot 1

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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.

1. **NEC4 Professional Service 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.

1. **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.

1. **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 102.5% | 40% |
| Greater than 102.5% | 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.

1. **NEC3 Professional Services Contract - Option G**

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|  |
| --- |
| **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 (1) CV Document Upload (2) CV Document Upload (3) CV Document Upload (4) CV Document Upload (5)

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)



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**Service Request Proposal**

(Part C – Detailed Service Requirements) for

**Asbestos, Legionella, DSEAR & Fire Support on FY2023/2024 ASISP Programme**

**Defence Infrastructure Organisation**

Commission number: 5120

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**Document Change Control**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Issue | Date | Comment | ***Redacted*** | ***Redacted*** |
| Draft | 02.03.23 | For Comment | ***Redacted*** | ***Redacted*** |
| Final | 29.03.23 | Social Value Appendix added and SV text revised | ***Redacted*** | ***Redacted*** |

2

Service Request Proposal – Built Environment Rev B

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**1.0 Commission Overview**

Background

This Commission is to deliver Professional external assistance, via Consultancy and Professional Services (C&PS) and through the SCAPE framework. This is required to provide specific support on deliverables of the safety management of Asbestos, Legionella, DSEAR and Fire critical infrastructure programme, as outlined in the FY2023/2024 ASISP approved by the DIO Infrastructure Compliance Committee (ICC) / MoD Infrastructure Steering Group (ISG) and endorsed by the MoD Infrastructure Joint Committee (IJC).

Objectives and Outcomes

As tasked by the ICC, the RD Centre of Excellence Compliance and Safety team will be required to undertake technical activities to support the delivery of the S&L (Safe and Legal) programme for Asbestos, Legionella, DSEAR and Fire elements of the FY2023/2024 ASISP programme.

Outcomes are the delivery of the Scope of works identified in line with the agreed DIO FY2023/2024 ASISP programme – these are detailed at Appendix A. This will require support across an extensive rolling programme of works specifically for four of the seven DIO safety programmes i.e. Asbestos, Legionella, DSEAR and Fire need discrete SME resource input to deliver the overall programme requirement.

 **2.0 Health, Welfare, Safety, Environment and Sustainability Considerations**

Reference will be made to all current and relevant Joint Service Publications (JSPs) and associated MOD/DIO guidance.

 **3.0 Value for Money Statement**

Utilisation of these Subject Matter Experts (SME) resource, via the SCAPE framework, is essential to meet the DIO FY2023/2024 ASISP objectives. This includes for functional SME specific tasks for Asbestos, Legionella, DSEAR and Fire. When new Civil Servant staff are onboarded and a short handover takes place, the SME requirement will terminate.

The SCAPE framework delivers the SME capability, which is already known, in place and mature. It can also be provided to mobilise within the required timeframes. It is important to note that all rates and allowances have recently been re-competed as part of re-entry onto this Government framework.

Perfect Circle are a joint venture formed by Pick Everard, Gleeds and AECOM. AECOM have security cleared staff who are currently undertaking critical activity on other DIO projects and programmes of work. They are aware and working on the CIDP, ACMP, EMP Guidance, IMS and DIO tools and processes. SME support will be delivered through these three suppliers.

 **4.0 Commission 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:

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* 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

**5.0 Social Value**

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.

**Guidance on the National TOMs Framework**

The aim of the National TOMs (Themes, Outcomes, Measures) Framework is to provide a minimum reporting standard for measuring social value. For organisations (private and public) it supports embedding social value into their procurement and management processes, it provides an easy-to-use solution that is immediately available, and may be applied to any project.

TOMs – which SCAPE, as a founding member of the National Social Value Taskforce, helped to develop – has been designed around 5 core Themes, 20 core Outcomes and 48 core Measures:

* Themes –The overarching strategic themes that an organisation is looking to pursue
* Outcomes – The objectives or goals that an organisation is looking to achieve that will contribute to the Theme.
* Measures – The measures that can be used to assess whether these Outcomes have been achieved.

To augment our Social Value offering, Perfect Circle are engaging the National Data Set of TOMs (Themes, Opportunities, Measures) framework as a means of capturing and monetising the social value we create. We are therefore offering you to select up to a maximum of 5 TOMS, in addition to our business-as-usual activities cited above. Please confirm which of these measures, if any, you would like Perfect Circle to consider. For each measure you are invited to propose a target for us to achieve which should reflect:

* The nature, scale and duration of the services we will be delivering to you.

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* The accessibility of opportunities. For example, we could achieve higher outcomes in school visits (NT8) if a local authority is able to support the process of putting in place arrangements with individual schools through its Children’s Services teams.

The outcomes of these TOMS measures will be recorded within 4 weeks of completion of the commission.

**TOM’s Measures**

|  |  |  |  |
| --- | --- | --- | --- |
| **REF** | **TOMs Social Value Measure** | **Comments** | **Target** |
| NT181  | Total amount (£) spent in local supply chain through the contract. | Perfect Circle will collect this data as part of our business-as-usual activities. | ***Redacted*** |
| NT212  | Equality, diversity and inclusion (EDI) training provided both for staff and supply chain staff | Perfect Circle will provide:* An EDI training session for 6 people.
* Short briefings at the start of team meetings on relevant topics for the project, including Physical and Mental Health.
 | One EDI training session.Short ‘well-being’ briefings at the start of each team meeting. |

Note that as the Lead Partner for Perfect Circle on this commission, AECOM’s wider approach and activities regarding generation of Social Value is referenced in **Appendix A**. Note that some of the wider corporate activities are purely for information, however the social value generated is fully aligned with the activities undertaken by the AECOM contract workforce.

**6.0 Detailed Scope of Services**

Description of the Services to be Provided

Details of Scope of Services is provided at **Appendix B.**

Service / Price Exclusions

None.

Key Stakeholders, Consultations and Interdependencies

It is recognised that the ASISP Programme support must be fully integrated with wider COE CaS team arrangements and to ensure all key stakeholders are consulted, the governance approach is therefore to work within the current arrangements to minimise any additional time/resource burden to TLBs and DIO.

Resultingly, it is proposed to seek opportunities to introduce the requirements below into the most appropriate established stakeholder fora including but not limited to:

1 Note, this maps to MAC 2.2 on the Social Value Model.

2 Note, this maps to MAC 7.1 and 7.2.

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* Weekly team call to report and discuss progress
* Monthly progress review to report progress, discuss key risks and escalate any issues
* RD COE CaS established governance including ICC Working Groups.

Summary of Services at Each Commission Stage

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

|  |  |  |
| --- | --- | --- |
| **Non-Core Services** | **RIBA Stages (**✔**)** | **Procurement Route** |
| **Service** | **Supplier** | **0-1\***on time charge | **2**on % charge | **3**on % charge | **4**on % charge | **5**on % charge | **6**on % charge | **7**on % charge | **SFR, AFR, CPO, CT, BM, OB, CPS** |
| ASISP Programme | AECOM | ✔ |   |   |   |   |   |   | SFR |

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

**Procurement Routes**

These are the supply chain procurement routes available through the framework identified in the

tables above:

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 arrangements with a single provider

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

Supplier Selection & Competitive Tender Award Criteria
This activity is not required within the scope of the commission.

Appointment of Principal Designer

This role is not required within the scope of the commission.

**7.0 Delivery Team**

|  |  |  |
| --- | --- | --- |
| **Service** | **Provider** |  |
| Fire Survey ContinuityAsbestosLegionellaDSEAR | ***Redacted***  |



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|  |  |
| --- | --- |
| DSEAR DSEAR Fire Safety |  |

CVs for delivery team staff can be found in **Appendix D**.



Note all staff hold (or have in progress) current and valid SC clearance.

**8.0 Delivery Programme**

Activities will be conducted iaw **Appendix B** between 03 April – 31 December 2023.

**9.0 Schedule of Deliverables**

Deliverables will be provided in line with outputs from the Level ‘0’ Plan and ASISP requirements for the period 03 April – 31 December 2023 inclusive.

**10.0 Design Specifications & Technical/Quality/Regulatory Standards**

Reference will be made to all current and relevant JSPs and associated MOD/DIO guidance.

**11.0 BIM Requirements & Document Control**

This activity is not required within the scope of the commission.

**12.0 Client Acceptance Criteria**

Formal approval of each Level ‘0’ Plan output at Issue Status.

**13.0 Risk & Opportunities**

The following key risks have been identified as constraints to successfully achieving the completion and of the required project delivery. A risk register will be developed and actively managed throughout the life of the project to ensure that the impact of any risks that are realised in mitigated as far as practicable.

* Access to and availability of TLB & DIO staff, including sub-contractors, to allow activity to be developed and reviewed prior to issue
* Change of direction from IJC regarding ASISP Programme that will delay completion of Level 0 Plan outcomes.

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**14.0 Prerequisites, assumptions & constraints**

* Use of DIO Offices and Authority Supplied Equipment at no cost
* Access to and availability of MODNet to enable data transfer and hosting virtual meetings in support of ASISP Programme activities.

**15.0 Requirements for Surveys, Investigations and Third-Party Historic Data**

None.

**16.0 Pricing Information**



Overview of Fee

Our total fee is summarised as follows:

***Redacted***

**This comprises as applicable the following elements:**

1. Where the commission relates to a Construction Project; Percentage charges for Prime Core services based on the estimated construction value.
2. Where the commission relates to a Construction Project; Percentage charges for Core services based on the estimated construction value.
3. Time charge fees covering Prime Core, Core and Non-core services. These are detailed in section 16.2 below.
4. Sub-total (A+B+C)
5. Prices secured from suppliers procured using ‘external’ non-framework rates. These are

detailed in section 16.3 below.

Total of Charges (D+E)

1. PSC / PSSC Fee

Total Commission Value (D+E+F)

1. Disbursements & Expenses

Overall Commission Value (D+E+F+G)

These figures are exclusive of VAT and any agreed expenses and any costs as result from C-19. C­19 is defined as the COVID-19 virus and the actions of the UK Government or any other authority or person in response to it.

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|  |  |
| --- | --- |
|  | Time Charge Schedule |

The calculation of time charge fees is based on an agreed Scape Lot 1 Framework Prime Core rate by grade and the number of hours allocated.

|  |  |
| --- | --- |
|  | ***Redacted*** |
|  | External Consultancy Costs |

***Redacted***

**17.0 Delivery Agreement Professional Service Contract Model**

A description of the contracting options available to you can be found in **Appendix C**. We are proposing that this appointment be placed using the NEC4 Professional Services Short Contract (PSSC).

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**Appendix A**

**Social Value Method Statement – Perfect Circle Lead Partner, AECOM**

Social Value is embedded in everything we do. Being committed to delivering Social Values, we prioritise this alongside key stakeholders to provide sustainable impact and positive legacies. With our clients and partners, AECOM has one goal: to leave a positive, lasting impact on people and our planet. We do this by delivering Sustainable Legacies, our ESG strategy and services offering. Environmental Social and Governance policies continue to develop and AECOM are committed to be an industry leader in this area

In 2019, AECOM made a commitment to embed social value into our business operations and to measure, manage and report on our delivery of social value across all our UK operational regions. We use the Social Value Portal (SVP) to capture and measure our progress against the National TOMs (Themes, Outcomes, Measures) for Social Value and the Sustainable Development Goals (SDG).

We fully understand the requirements and obligations of both the Social Value Act 2012 and the Government's Social Value Model published in 2020 as well the Procurement Policy Note 06/20 (PNN 06/20) and the most recent Government Social Value Model Edition 1.1. We align our social value delivery to address the Themes and Policy outcomes through the Model Award Criteria. Delivering Social Value through the delivery of our services is nothing new, however we continue to improve the outcomes that are achieved and through learning from experience (LFE) identify those initiatives which achieve the greatest impact. In FY22, AECOM recorded over 2800 Hours as captured in our Social Value Dashboard shown at Figure 1:



*Figure 1 - AECOM Social Value UK&I FY22 Summary*

Our Method Statement shares our measures to deliver MAC 2.2, MAC 7.1 and MAC 7.2 respectively.

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AECOM is an equal opportunities employer; we are stronger, smarter and better because of our differences. Drawing from a wealth of diverse backgrounds and experiences unlocks innovation across our company and better enables us to understand our clients and each other.





AECOM understand the issues relating to health and wellbeing; including physical and mental health in both our own workforce and those that are affected by the DIO project including stakeholders and our suppliers.

Delivering Social Value through the delivery of our services is nothing new, however we continue to improve the outcomes that are achieved and ensure this has the greatest impact. Since the start of 2022 there have been 40 activities in Edinburgh, with staff using 136 social value hours. In March 2019, we were the first consultant to develop an overarching Social Value Policy and an aligned UK-specific Social Value Calculator, which allows us to measure our social value contribution on two levels; regionally and in relation to individual projects/frameworks.

We apply Themes Outcomes and Measures (TOMs), for measuring and reporting SV, being the first multi- disciplinary partner of the SV Portal, collaborating to develop our overarching Policy and Calculator. We use this transparent, independently verified and nationally recognised tool to measure social, economic and environmental impact on projects, against local needs and defined Goals for Sustainable Development. We have been successful in generating social value outcomes and we will build upon this success through the delivery of the ASISP FY23/24 project.

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**Theme 2: Tackling economic inequality**



**Policy Outcome 2: Create new businesses, new jobs and new skills**

**MAC 2.2: Create employment and training opportunities, particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.**

Construction, Engineering and IT are all high growth sectors which relate directly to the outcome of the ASISP FY23/34 programme. This allows us to prioritise key employment and training opportunities and provide an enduring legacy. AECOM’s culture of equity, diversity and inclusion (ED&I) enables us to better anticipate client needs, understand the challenges facing the communities it serves, drive innovation that propels the industry forward and realise its purpose of delivering a better world. The company continues to expand understanding and empathy among employees through employee resource groups, ED&I events and celebrations, unconscious bias training, family-friendly benefit and employment policies, prioritizing social equity and impact in every project, building leadership accountability and directing recruitment efforts to a workforce reflective of the communities it serves.

We are an inclusive employer, committed to the development of its staff, striving to recruit in support of its projects wherever they occur. With use of flexible working, AECOM actively seeks to create 0pportunities for those people that add value to its projects wherever they occur and as such can reach a broader spectrum of potential skillsets. This includes areas which may have employment deprivation or other barriers to employment, and we do this on a worldwide basis. We also provide advice to Service leavers through activities such as Buildforce Seminars where employment presentations are provided, and group Q&A sessions held. Our Defence Sector lead and Core Group Representative conducts senior officer engagement, with avenues for Familiarisation Training and Industry Workplace Secondments.

|  |  |
| --- | --- |
| AECOM are a gold award holder under the armed forces covenant scheme, which recognises our commitment to ensuring those from the armed services receive a fair deal when entering industry after their service. AECOM provides ongoing support to initiatives such as FirstLight Trust. Our Mentors align conversations with the advice this charity trust provides which further rounds the coaching and mentoring that is undertaken, preparing individuals for employment. |  |

We are committed to recruit and retain staff by ensuring we apply the key principles of our plan: Fair pay, participation and progression, voice and autonomy. Through the aftermath of COVID 19 the company has navigated these key issues, by establishing workplace practices which encourage openness and engagement, such as our Gender and BAME Alliance programmes which not only help to retain staff, but aim to attract the best talent.

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**Theme 5: Wellbeing**



**Policy Outcome 7: Improve health and wellbeing**

**MAC 7.1: Demonstrate action to support health and wellbeing, including physical and mental health in the contract workforce**

**MAC 7.2: Influence staff, suppliers, customers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health**

We are implementing the 6 standards within the Mental Health at Work commitment framework which builds upon the Thriving at Work standards.

We will continue to implement these standards on this project.



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**Wellbeing Activity**



Additionally, we will also extend our open culture and resources to our customer and suppliers through the following actions:

- *Physical and Mental Health Safety Moments*





* We will provide Physical and Mental health safety moments for the whole project team, equipping staff with the right resources to have healthy conversations around safety and mental health; signposting additional help.

As an organisation committed to Inclusivity, recognising that Diversity is our strength we will prepare a relationship management plan with our customer at the outset of the project to outline expectations and flexible working based upon our Freedom to Grow initiative for the whole team.



This can include collaborative project reviews where not only are the tasks considered; but also the wellbeing and workload of individuals is also taken into account and a collective plan to complete actions is made together, in an open and transparent way.

- *Public and Project reporting*



* Provide open and transparent reporting on the health, wellbeing and engagement of our staff in our annual public report. Due to the small size of the project team, it would not be appropriate to report on just the contract workforce. However project reporting on the Measures identified in this Method Statement will be reported on throughout the contract.

- *Health and Wellbeing Plan*



* We will work together with DIO RD CoE CaS to identify other areas of health and wellbeing that are important for the contract workforce and wider CaS team; so that they can be addressed throughout the project. This may include training, education and volunteering.

- *Learning From Experience*



* We will carry out LFE at key stages throughout the project to review the measures being implemented and ask how we can continually improve. Where issues are identified these can be reviewed and acted upon.

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**Our Commitment to our Actions**



AECOM has a well-developed and rolled out Global Well Being Programme, which is regularly monitored through our employee assistance programme service provider. AECOM’s Global Benefits Manager receives quarterly reporting on all of the programmes outlined below, broken down by region and business to provide insight into the wellbeing of the staff, whilst maintaining staff anonymity and privacy. Below we have outlined the tools, processes and activities that we provide to our staff to support their wellbeing and where these tools can be applied on this project.

|  |  |  |
| --- | --- | --- |
| ‒ Wellbeing in AECOM‒ Freedom to Grow‒ Equity, Diversity & Inclusion (EDI)‒ Public Reports |  |  |
| **Wellbeing in AECOM** |

These explain the backbone and method statement to the specific highlighted project commitments.

From supporting conversations around mental health through to signing the Time to Change pledge (a key step in banishing the stigma surrounding mental health and establishing a safe workplace, where our people can talk openly about their problems and know support is on-hand), AECOM has undertaken a range of activities across its business to create a greater understanding around the topic of mental health.

Our policies for employee wellbeing include:

‒ Daily check ins with site staff (morning and evening) to confirm they have arrived and left site safely, with

this check to be documented by site staff in their notes;

‒ Where contact is not made, there will be an emergency contact plan available in the SHE project plan;

‒ Encouragement of site staff to speak out if they are overtired and organisation by the Project Manager of additional overnight stays if required. The PM is to check this where site staff’s hours have exceeded a 10 hour working day, with any intervention recorded in AECOM’s SHE reporting system (Lifeguard);

‒ Weekly working hours to be reported to the AECOM Project Manager every Monday morning so that the PM can identify where additional resourcing may be required. PM will also review the hours spent on the project in our financial program APIC;

‒ Encouragement of project staff to engage in the available wellbeing resources and to report back on their

involvement where comfortable;

‒ Regular project meetings (at least fortnightly) with safety and/or wellbeing moments raised and active

discussions held; and

‒ Identification of the local AECOM mental health ally for each office involved in the project, which will be

recorded in the project plan.

‒ AECOM’s no mobile phone use whilst driving policy, will be enforced to ensure that staff can concentrate

on the task of driving rather than multi-tasking, protecting the safety of our staff.

‒ Collaborative project reviews which include the wellbeing of staff in consideration of project deliverables.

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**Annual Company-wide Wellbeing Activities**

Every June, AECOM’s offices across the world seek to educate their employees on the meaning and importance of wellbeing and encourage both them and their families to take action to improve their own wellbeing. Initially launched as a week-long series of activities, Global Wellbeing Week was received so positively that the event was expanded to Global Wellbeing Month. Throughout the month the business focuses on weekly themes which are aligned to AECOM’s five pillars of wellbeing - **Physical**, **Emotional**, **Financial**, **Social** and **Planet** – and provides colleagues with the opportunity to take part in a variety of activities and initiatives all designed to promote positive wellbeing.

Some past events included:

‒ a global wellbeing challenge, dubbed ‘Mission Possible’, where colleagues could compete against each other to win prizes. One of the wellbeing challenges set was to ‘Get Moving’ through physical activity



‒ wellbeing webinars on topics from managing stress to helping colleagues’ set goals for their children

‒ Onsite events for employees at nearly 100 locations across 27 countries;

‒ ‘Manager of the Month’ recognition award, allowing employees to nominate managers who demonstrate a strong commitment to wellbeing

‒ ‘Manager Pledge to Wellbeing’ giving managers across the business the opportunity to highlight how they will support the wellbeing of AECOM employees

‒ local technology recycling drives enabling employees to recycle old electronic items such as mobile phones and laptops

‒ a library of articles, assessments, videos and more to help colleagues set and reach their wellbeing goals

At a local level AECOM also supports nationally and internationally recognised days highlighting the topic of mental health – such as February’s Time to Talk Day, May’s Mental Health Awareness Week and October’s World Mental Health Day. AECOM’s focus on wellbeing is an on-going journey, which seeks to support the company’s objective of creating a culture of caring and their Safeguard core value. As a result, there is plenty of support available for colleagues all year round.

|  |  |
| --- | --- |
|  | The [wellbeingataecom.com](http://wellbeingataecom.com) site (see image) on AECOM’s Ecosystem (an internal online resource) is home to a range of resources to help create a greater awareness around the topic of wellbeing and encourage staff to develop the confidence to start conversations.In addition, the site also hosts tools and guidance to help staff recognise signs of mental ill-health and provides links to available support. |

To help colleagues keep talking about mental health and wellbeing, AECOM has created a number of ‘Health and Wellbeing Moments’. The moments which focus on a range of wellbeing related subjects are accessible to all employees and are designed to help the business continue to embed awareness of the topic and offer simple suggestions about how to consider wellbeing in everyday activities.

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|  |  |  |
| --- | --- | --- |
| This includes AECOM’s Employee Assistance Programme (EAP), which is a free service providing confidential support to employees, their immediate dependents and family members living in the same household across a variety of areas including financial information, legal support and confidential counselling. The service is accessible online or by telephone, 24 hours a day, 7 days a week.In particular, the EAP includes the following services: |   |  |
|  | Evidence: AECOM hold Health and Wellbeing moments at the start of every meeting in order to draw attention to pertinent issues – we will continue to do this and share resources when holding meetings with the Assessment Study team. |

**Clinical Support**

* 5 session face-to-face EAP; and
* Computerised Cognitive behavioural therapy (Mystrength).

**HR Assistance**

* Formal referrals for managers; and
* Supervisory Consults.

**LegalConnect**

* Unlimited access to licensed ComPsych attorneys;
* Local referrals; and
* 25% discount of customary fees.

**FinancialConnect**

* Unlimited access to licensed ComPsych financial experts.
**GuidanceResources® Online**
* 24/7 access to online articles and resources; and
* Desktop, tablet and mobile platforms in a variety of countries and languages.

**CISM/Training/Health Fairs**

* 275 hours available per year – mix and match.

AECOM’s external EAP provider also offers a range of health and wellbeing webinars, which focus on topics designed to promote and support positive wellbeing. These webinars are held on a periodic basis and made available to all staff who wish to register for them.

|  |  |
| --- | --- |
|  | [**Awareness Posters**](https://www.wherewomenwork.com/RT.aspx?o=1486&j=0&u=https://wherewomenwork.s3-eu-west-1.amazonaws.com/images/Mental_Wellbeing_Poster_AECOM.pdf) are also available for display across offices, so managers can promote wellbeing related initiatives at a local level. In addition, a Manager Guide to Mental Wellbeing has also been developed to help managers promote positive mental wellbeing within their teams, recognise the signs which may suggest an individual is mentally unwell, and offer guidance on how to approach and support them. |

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**Mental Health Allies Network**

Perhaps most significantly in the UK and Ireland, **AECOM** has established a network of Mental Health Allies to act as one of the first points of contact for employees and managers to reassure and offer support if someone is showing signs of mental ill-health or distress. Contactable via a dedicated email address as well as directly, the allies are responsible for guiding individuals towards appropriate treatment and other sources of supportive

help.



“*My role as a mental health ally involves being the point of contact in the Plymouth office for staff to come and talk to me if they are struggling or finding things difficult. I am not there to solve all problems, but to signpost to the employees on what they could do. Maybe some changes they could make to their everyday lives; or suggest who they could speak to, maybe their line manager, or a friend, or someone external if needs be.”*

“*I volunteered to become a mental health ally because it is very important for people to understand that help is available. A lot of the time issues do escalate when people bottle things up, especially in the working environment which can be stressful,*” *says Emma Fitzgerald, Regional Director at AECOM.*

Team members putting themselves forward to become allies proactively champion activities to increase awareness of mental health in the workplace and help reduce the stigma around the topic. The allies are also encouraged to use their Mental Health First Aid principles to inform their daily interactions with colleagues and their line management responsibilities if applicable. Those employees who have volunteered to become allies have all attended a 2-day Mental Health First Aid course. Emma Fitzgerald is AECOM’s Defence lead and is therefore available to all our defence project teams and clients.

|  |  |
| --- | --- |
|  | **Freedom to Grow**AECOM’s employees are offered Freedom To Grow through an adaptable and supportive workculture. |
| The way people work is changing, with the traditional 9-5 lifestyle starting to transform as the most innovative companies realise that different individuals thrive in different ways. The Freedom To Grow way of working is about helping employees to have the freedom needed to find the working style that suits them, so that they achieve their full potential and bring the best version of themselves to work.The guiding principle that the AECOM team live by is:***if it works for you, your team and your client then it works for AECOM*** |  |

This could mean leaving the office early to train for a marathon before it gets dark, or, for those that perform best later in the day – starting work at 10.30am and finishing in the evening.

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|  |  |  |
| --- | --- | --- |
| Another element of Freedom To Grow is the opportunity to undertake different working patterns each week. Whether someone has worked long days to deliver a deadline or chooses to compress their total contracted hours into a shorter number of days, it can often mean working more one week and gaining time back the next.It’s not just about working flexible hours though, Freedom To Grow encompasses some of the smaller things – like being able to plug in headphones and listen to music if it helps stimulate creativity and well being. |   |  |
|  | **Evidence:** In response to COVID-19, we have provided digital access to our Mental Health First Aiders for all our people. We have surveyed all employees to assess the impact of the pandemic on their mental health and discussed changes they would like to work patterns following home working during lockdown. This has accelerated our adoption of flexible and agile working, benefitting the work-life balance and wellbeing of our people who can work from a number of different offices or from home. We have used buddy systems and created virtual staffrooms for our people to socialise and connect when working from home. |
|  |  |

Freedom To Grow embraces AECOM’s multi-generational workplace, as well as the importance of diversity and inclusion to AECOM. It is a new way of working, recognising all the different commitments, and will hopefully help to breakdown stereotypes and assumptions which could limit progression



**Equity, Diversity & Inclusion (EDI)**

Equity, Diversity & Inclusion (ED&I) is central to AECOM’s vision:

***A world where infrastructure creates opportunity for everyone***

We are committed to ensuring the voices of our people are included, heard and respected, and that AECOM is a safe place where our diverse talent thrives with equitable opportunities to grow and make lasting impacts in the communities in which we live and work. This is achieved by raising awareness, taking action and making a difference in the following focus areas:

**We attract, retain and develop talent from different backgrounds, worldviews and ways of**

**PEOPLE thinking** by recruiting and retaining women, veterans, and talent from diverse races, ethnicities, identities and abilities, and advancing ED&I-focused learning and development opportunities.

**We create inclusive, engaging and respectful work environments** by defining and designing

**CULTURE** a more welcoming culture, engaging employee groups to drive change, and ensuring company policies, procedures and practices collectively uphold ED&I.

**We deliver solutions that prioritize the social impact of equity, diversity and inclusion** by **CAPABILITY** ensuring our project teams reflect the diversity of the clients and communities we serve and including ED&I considerations into the projects we pursue and deliver.

**We leverage the diversity of our people to enrich communities and lead our industry** by

**MARKET** supporting NGOs through leadership, services, volunteerism and philanthropy, and engaging business partnerships that are varied and represent a range of people.

Whilst ED&I has always been a part of our culture, we continue to advance efforts globally to integrate our principles into all aspects of our work and measure results.

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Current commitments based on the four key areas mentioned above include:

1. Building diverse talent through our recruitment efforts, as well as offering internships (including virtual internships during the Covid-19 pandemic) and partnering with non-profit organizations and universities,
2. Enriching communities through pro-bono work, volunteerism, philanthropy and strategic partnerships,
3. Expanding understanding and empathy among employees through community-building, training and family-friendly benefit policies, and
4. Prioritising the social impact and benefits of ED&I into every project we pursue and the innovative solutions we deliver.



**Public reports**

AECOM issue annual public reports to capture the key highlights of the year and to demonstrate transparency of the company’s position.



Our transparent Public reporting includes:

- AECOM Annual Report

- AECOM UK&I Annual Social Value Report

o AECOM conduct monthly project reporting to include the proposed

Metrics for Social Value using the Social Value Portal (SVP). This allows us to capture data and prove we are upholding our commitment to Social Value.

The annual report covers topics such as Project Highlights, Digital & Innovation, Financial Performance, Accolades, Safety, Employee Experience, Workplace of the future, Community Responsibility and Sustainability & People.

The reports are online and openly available to project teams, clients, suppliers etc. At any point these can be accessed to gain a greater understanding of AECOM, what it offers its employees, employee reaction and how they have achieved strategic targets.

**Social Value Plan**

Our Plan for Social Value establishes how we will carry out our Method Statement to deliver support for health and wellbeing for the whole project team. The AECOM team already have access to our corporate health and wellbeing initiatives as described above, and this plan details the specific implementation of additional measures and benefits.

**Schedule**

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Our timed action plan to carry out the bespoke commitments for this project are shown below. Many of our existing corporate process are already in place to support our staff.

Health and Wellbeing Plan Learning from Experience

Contract Completion



Quarterly

Regular Reporting on Social Value
KPIs and Safety Moments





6 weeks



**Use of Metrics**

We will report on the bespoke measures for this contract that have been identified in our regular reporting:

|  |  |  |
| --- | --- | --- |
| **KPI** | **Title** | **Measure** |
| 1 | Physical / Mental HealthSafety Moments | Safety moments at the start of each team meeting on relevant topics for the project, including Physical and Mental Health |
| 2 | Health and Wellbeing Plan | Produce Health and Wellbeing Plan within 6 weeks |
| 3 | Public and Project Reporting | Our transparent Public reporting to include:- AECOM Annual Report- AECOM UK&I Annual Social Value ReportQuarterly reporting to include Social Value |
| 4 | LFE | Learning From Experience workshop to include the review of the Social Value metrics and their impact on the contract. |

AECOM’s Social Value Measurement Framework (AECOM TOMs) tracks the following measures, which are also relevant to the ASISP FY23/24 project:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Outcome** | **AC Ref** | **Measure** | **Units** | **Social Value****Proxy** |
| Improving staff wellbeing and mental health | AC21 | No. of employees on the contract that have been provided access for at least 12 months to multidimensional wellbeing programmesthat include flexible working timearrangements; healthy nutrition options; physical health programmes; a health risk appraisal questionnaire; access to health and wellbeing resources | No. employeesprovided access | ***Redacted*** |
| AC22 | Mental Health campaigns for staff on the contract to create community of acceptance, remove stigma around mental health | £ | ***Redacted*** |
| AC23 | Equality, diversity and inclusion trainingprovided both for staff and supply chain staff | No. hrs (totalsessionduration)\*no. attendees | ***Redacted*** |

**Tool/Processes to gather data & Reporting methods**

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We will use our existing AECOM TOMs together with the above metrics to capture these social value metrics in accordance with our Action plan timeline. We will develop a bespoke dashboard report to show the baseline data and any change throughout the project, so that a full suite of metrics can be delivered at the completion of the project demonstrating the positive impact that the project has had on both AECOM and other Stakeholders to increase health and wellbeing.

**Feedback and improvement process**

During the contract of works AECOM will carry out Learning From Experience (LFE) at key stages throughout the project to review the measures being implemented and ask how we can continually improve. Where issues are identified these can be reviewed and acted upon.

Continuous Improvement is embedded in all that we do. We learn from experience to collaborate and develop our project strategy; We measure our performance using data and feedback to drive improvements; We use lean and systems thinking to capture innovation and reduce waste; Our behaviours are open and transparent, transferring our experiences to ensure that the contract delivers improvements to both our staff and our clients workforce.

**Transparency**

AECOM will ensure it offers Internal and external transparency to help promote an open and approachable working environment allowing employees, suppliers and competitors to follow AECOMs commitment to health and wellbeing.

Internal Transparency will be encouraged by corporate values and standards, but it is important that employees are onboard and help steer initiatives to ensure health and wellbeing is adopted in a way that meets the particular interests of our workforce and needs of our organisation.

To help identify any issues AECOM offer staff the opportunity to complete a wellbeing survey. The feedback and data collected is used to improve our workforce morale and help reach our company values.

Each year AECOM releases its annual report which gives external transparency and allows AECOM to demonstrate their input into the community, highlight key projects completed and show how they have helped developed a strong successful workforce. Being transparent shows that AECOM are confident to share their success and are committed to change.

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**C**

**%-• CIRCLEC T**

**SCAPE**

CONSULTANCY

***AECOM***

**Social Value Policy**

**Purpose**

This poricy defines the areas and activities fiat AECOM s UK and Ireland business will focus on as part of our commitment to he our clients improve the social economic and environmental wellbeing of the communites we serve

**Policy**

AI AECOM. Social Value is embedded in our purpose built *to* deriver a *better world .* Through our role as a global mutUdisciplinary consultancy, we help clients ensure that the work we do in oartnershsp leaves a positive, tasting impact for communities and our planet. We do this in accordance with The Public Services (Social Vakie)Act 2012. The Procurement Reform (Scotland) Act 2014 The Wellbeing of Future Generations (Wales) Act 2015 and the Procuring Policy Note 01i21 Sixong Social Value Policy (Northern Irelandl.

To achieve this a strong operating framework embeds Social Value thinking and action throughout the region

Every member of staff **n** AECOM plays a part in delivering Soule Value They are supported with **pato** Sooai Value hours and encouraged to collaborate with clients' to put the community and people at the centre of the protects they work on to deliver additional Social Value

We are on the way to a Social Value literate workforce that view the world and project opportunities through a Socal Value lens and this puts us in the best position to deliver sustainable legacies for a better world by.

**1. Promoting local skills and employment**

Enabling **local** people to access job opportunities by providing skills training

Creating employment opportunities in the areas that we work

Inspiring. engaging and providing employment opportunities for those in disadvantaged groups towards careers in our industry.

Developing partnerships with local educational bodies and chanties to provide additional support for curriculum and informing and engaging teachers. students and parents about careers in our industry

Continually developing our workforce to create

inspiring leaders who contribute to society.

**Supporting growth of the local economy**

Providing opportunities tot small, medium. mloo-sized businesses minority owned businesses and social enterprises\_

Supporting small. medium. micro-sized businesses. minority owned businesses and social enterprises

**with** the resources k develop **thee strategies** and capacity build

Procunng goods and services **bratty** iimerever possible.

1. **Healthier and resilient communities**

Releasing **our** employees to volunteer to work with local chantes and groups to deliver

meaningful benefits for communities.

Worked with charity partners on key themes to deliver additional benefits to the communities in which we work

Helping our people to live healthier lives

1. **Protecting and Improving our environment**

Reducing our carbon emissions in line with AECOM's gbbai corporate targets

Reducing local pi:glutton within communities to contribute to improved health.

Enhancing green spaces and contributing to biodiversity rat gain

Promoting sustainable and ethical practices through our procurement of goods and services, in line with AECOM s Global Sustainable Procurement Policy

**Governance, Measurement and Reporting**

Maintaining clear accountability for delivering the policy reviewed on an annual basis

Capturing, measuring and reporting our social value impacts

Reviewing processes and progress to continuously improve our standards efficiency and effectiveness

Introducing communication campaigns and programmes to inform our employees partners and relevant interested parties c as Policy

Social Value \* part of our leadership team oovernance. with regular reporting of progress to the CEO.

**Review and Communication**

This policy and subordinate procedures will be regularly reviewed it will be published in the Ecosystem IMS

14" February 2022

Colin **Wood Data
Chief Executive, Europe & India**

**Firseumed**

**Salo Value Policy - EiJriAi - Mal ICI3U1O-3.72-P\_Ir**

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**Appendix B**



**Schedule of Activities (Standard Scopes of Service)**

Detail of the Centre of Excellence Compliance and Safety (CaS) Team technical activities that will be required to be undertaken to support the delivery of the Asbestos, Fire, DSEAR and Legionella elements of the Asset Safety Improvement Schedule Plan (ASISP) programme includes:

1. Deliver FY23/24 Asbestos and Legionella outputs from the Level ‘0’ Plan and in line with the new ASISP requirements (Apr 23 – Dec 23):

1. Tier 2 Quality assurance on targeted new Asbestos Management Surveys (SE, SW, S&NI, DTE & Central Regions).
2. Quality assessment to establish bench marking off the new Legionella Risk Assessments including the effectiveness of all recommended remedials.
3. CaS Team Integrated Compliance and Assurance Reviews (ICAR) in 4 locations – Act as DIO Asbestos and Legionella Lead; organisation, planning, programming, and delivery of targeted assurance activities i.e., production of reports and monitoring of Recovery Action Plans (RAP); additional focus includes:
4. Process and Assurance – Deliver 2 safety programmes of RD Integrated Asbestos and Legionella ('Big 6') Compliance Reviews and reports x 4.
5. RAPs x 4 – Asbestos and Legionella requirements.

2. DSEAR SCAPE/AECOM SME support will be required in FY23/24, at least for the Apr 23 – Jul 23 period to complete the RAF Marham pilot project (possibly additional support for future DSEAR/HAER (replacing ATEX registers terminology) across the MoD estate also needs to be considered to enable CaS team planning):

1. Scope of Works – Review Phase 1 findings and Risk Assessments.
2. Review and finalise the DSEAR guidance documentation, training requirements and LfE report as per stakeholders / ICC feedback in May 23.
3. Test signposting guidance, training availability and sources – consider RAF Marham pilot initially, possibly other sites (i.e., Lossiemouth).
4. Other unknown requirements in line with ICC direction (following ICC May 23 review of the project) including the agreed future RAF Marham programme of works.

3. Fire SME external support required for at least 9 months (Apr 23 – Dec 23) to provide support for the following bespoke activities:

1. Fire SME SQEP Fire Engineer to support ICARs (x 4).
2. Fire programme SME technical activities including ‘how to guide’ documents.
3. Assessment of the implications of the Fire Safety Act on the MOD estate.
4. Compartmentation and fire safety strategy advice in SLA and non-SLA assets.

4. Call-off Requirement for SLA Fire Survey Programme Continuity and overall SCAPE framework co­ordination on a strictly as required and limited basis.

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**Appendix C**



**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)
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 a 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.

1. **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.

1. **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

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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 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, Clients 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.

Service Request Proposal – Built Environment Rev B 27

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**Appendix D**



**CVs for Delivery Team Staff *Redacted***

Service Request Proposal – Built Environment Rev B 28

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