

# TERM SERVICE DELIVERY AGREEMENT

## (NEC PROFESSIONAL SERVICES CONTRACT)

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

THIS AGREEMENT is made on

BETWEEN

1. the *Client*

Department for Environment  
Food and Rural Affairs  
(DEFRA)

of

Address for  
communications

Nobel House  
17 Smith Square  
London  
SW1P 3JR

Telephone

Address for  
electronic  
communications

2. the  
*Consultant*

Perfect Circle JV Ltd

whose registered office is

Address for  
communications

Halford House  
Charles Street  
Leicester  
LE1 1HA

Telephone

Address for  
electronic  
communications

FOR THE  
SERVICES OF

DEFRA Sevington IBF Support Services

Commission Name

DEFRA Sevington IBF Support Services

Commission No.

3465

## Introduction

### NEC3 Professional Services Contract – Option G

This Delivery Agreement incorporates the NEC 3<sup>rd</sup> edition Professional Services Contract April 2013 (the **NEC3 Professional Services Contract**).

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

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

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

### Whereas:

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

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

### IT IS AGREED as follows:

#### 1. The *Consultant's* Obligations

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

#### 2. The *Employer's* Obligations

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

## Contract Data and Service Information

### Information provided by the Parties

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

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

#### Main Contract Data:

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

Contract Data Provided by the Client:

Contract Data Provided by the Consultant:



#### Additional Contract Data provided by the parties.

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

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

Ref	Item Description	Attach
Doc 1	Scope of Services 4.12.21 DFT Sevington Technical Advisor and Support Services	
Doc 2	Steve Morley CV	
Doc 3	Reece Orford CV	

Continues

[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 deed for and on behalf of )  
Department for Environment Food and Rural Affairs (DEFRA) )  
by )  
.....  
Authorised Signatory  
.....  
Full name  
.....  
Position/title  
.....  
Witness/Authorised Signatory  
.....  
Full name  
.....  
Position/title  
.....  
Address

Executed as a deed for and on behalf of )  
**Perfect Circle JV Ltd** )  
by )  
.....  
OR  
Executed as a deed by  
as attorney for  
**Perfect Circle JV Ltd**  
under a power of attorney  
dated  
.....  
Authorised Signatory  
.....  
Full name  
.....  
Director  
.....  
Position/title

In the presence of:  
.....  
Witness  
.....  
Full name  
.....  
Executive Quantity Surveyor  
.....  
Position/title  
.....  
Town Centre House, Merrion Centre  
.....  
Leeds, LS2 8ND  
.....  
Address

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**Contract Data: Part One – Data provided by the *Employer***

## 1. General

The *conditions of contract* are (as each has been amended by Option Z) the core clauses and the clauses for main Option G, dispute resolution Option W2 and secondary Options X1, X2, **X8, X10**, X11, X18, Y(UK)2, Y(UK)3 of the NEC3 Professional Services Contract April 2013.

- The *Employer* is

Name: **Department for Environment Food and Rural Affairs (DEFRA)**

Address: **Nobel House, 17 Smith Square, London, SW1P 3JR**

Telephone: [REDACTED]

E-mail address: [REDACTED]

- The *Adjudicator* is

Name: **Not named**

Address: **N/A**

Telephone: **N/A**

E-mail address: **N/A**

- The *services* are **Technical Advisor and Support Services**
- The Scope is in **the Service Request Form annexed to this contract**
- The *language* of this contract is **English**
- The *law* of the contract is the law of **England and Wales**
- The *period for reply* is **2** weeks
- The *period for retention* is **12** years following Completion or earlier termination
- The *Adjudicator nominating body* is **the Royal Institution of Chartered Surveyors**
- The *tribunal* is **the Courts**
- The following matters will be included in the Risk Register;
  - **To be agreed at Task Order level**
- Optional clause 13.9 – electronic communication **does** apply

## 2. The Parties' main responsibilities

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

access to	access date
<b>Site</b>	<b>Receipt of Task Order</b>
<b>Building</b>	<b>Receipt of Task Order</b>
<b>Site Manager</b>	<b>Receipt of Task Order</b>
<b>Reports/Records</b>	<b>Receipt of Task Order</b>

## 3. Time

- The starting date is **13/09/2021**
- The *Consultant* submits revised programmes at intervals no longer *than* **monthly, unless there are no changes to the latest submitted programme**

## 4. Quality

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

## 5. Payment

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

## 8. Indemnity, insurance and liability

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

event	cover	period following Completion of the whole of the services or earlier termination
Claims made against the consultant out of his failure to use skill and care required by this contract	<b>£5,000,000</b> in respect of each and every claim or series of claims arising out of the same original cause or source (or equivalent), without limit to the number of claims, save that there may be lower and/or annual aggregate limits of cover in respect of pollution and contamination related claims and similar where such limited cover is the norm	<b>12 years</b>
death or bodily injury to a person (not an employee of the <i>Consultant</i> ) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	<b>£10,000,000</b> in respect of each claim, without limit to the number of claims	<b>12 years</b>
death or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	<b>The greater of the amount required by law and £10,000,000</b> in respect of each claim, without limit to the number of claims	<b>12 years</b>

- The *Employer* provides the following insurances
- Insurance for all existing buildings and property existing within the Site or at the sole discretion of the *Employer* he may elect to 'self-insure' such existing buildings and property and in doing so accepts all of the *Employer's* associated risks arising out of or in relation to such 'self-insurance'. In accordance with an *Employer's* decision to 'self-insure' they do not accept any additional insurance premium/cost from the *Consultant*. The *Consultant* is to assume the *Employer* insures or "self-insures" as set out above and if this is not the case the *Consultant* will have the opportunity to price for providing these insurances.
- The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters is limited to **£5,000,000.00 in the aggregate**.

**Optional statements** (The following optional clauses apply)

**If the *Employer* has decided the *completion date* for the whole of the services**

- The *completion date* for the whole of the services is **31/12/2021**

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

- The *Consultant* is to submit a first programme for acceptance within **4** weeks of the *Contract Date*.

**If the *Employer* has identified work which is to meet a stated *condition* by a *key date***

- The *key dates* and *conditions* to be met are:

<i>condition to be met</i>	<i>key date</i>
<b>1. None</b>	
<b>2.</b>	
<b>3.</b>	

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

The period for payment is **14** days i.e.

The total period for payment after receipt of invoice is 21 days

If the *Employer* states any *expenses*

- The *expenses* stated by the *Employer* are

Item	amount
<b>None unless stated in the individual Task Orders</b>	

If Option G is used

- The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than **4** weeks.
- ~~The exchange rates are those published in [to be agreed on a commission specific basis] on ..... (date)~~

If Option X1 is used

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

If Option X2

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

If Option X8 is used

- The *collateral warranty agreements* are

agreement reference	third party
<b>Subcontracts</b>	<b>Employer</b>
<b>Consultant</b>	<b>Freehold owners, Landlord and/or Operator (all as defined in Clause 11)</b>



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**If Option X18 is used**

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

- **£5,000,000**

The *Consultant's* liability to the *Employer* for indirect or consequential loss or for any cost of decamping and rehousing in respect of Cladding Claim is excluded<sup>1</sup>.

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

- **£5,000,000**

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

**If Options Y(UK)3 is used**

- |   |             |                        |
|---|-------------|------------------------|
| • | Term        | person or organisation |
|   | <b>None</b> | <b>None</b>            |

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<sup>1</sup> The *Consultant* is not liable to the *Employer* for indirect or consequential loss or for any cost of decamping and rehousing in respect of Cladding Claims.

Optional clause Z4.0 – Information Modelling ~~does~~ **does not** apply

## Option Z: ADDITIONAL CONDITIONS OF CONTRACT

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

[Note Z4.0 Information Modelling is optional and included at the Client's discretion, see Contract Data Part 1]

### Z1.0 Core Clause amendments

#### 1 General

11.2 (2) Add further bullet point:

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

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

'Appropriately spent excludes time;

- spent on activities included within the Commercial Inclusions Tables contained in the Pricing Procedures of the Framework Agreement,
  - not justified by the *Consultant's* accounts and records,
  - that should not have been paid to a Subconsultant or supplier in accordance with its contract,
  - was incurred only because the *Consultant* did not
    - follow an acceptance or procurement procedure stated in the Scope,
    - give an early warning which the contract required it to give or
    - give notification to the *Employer* of the preparation for and conduct of an adjudication or proceedings of a tribunal between the *Consultant* and a Subcontractor or supplier,
- and the cost of
- activities included under the Employer Proposed Appointment Charge of the Framework Agreement,
  - correcting Defects after Completion,
  - correcting Defects caused by the *Consultant* not complying with a constraint on how it is to Provide the Service stated in the Scope,
  - for staff not used to Provide the Service (after allowing for reasonable availability and utilisation), and
  - preparation for and conduct of an adjudication or proceedings of the *tribunal* between the Parties.'

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

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

11.2 Insert the following new definitions in clause 11.2:

The CDM Regulations are the Construction (Design and Management) Regulations 2015 and the related Approved Code of Practice and any guidance requirements issued by the Health and Safety Executive from time to time together with any related Approved Code of Practice.

The Copyright Material are the drawings, designs, charts, specifications, plans, models including building information models, design details, photographs, software, reports, notes of meetings, CAD materials, programmes, budgets, cost plans and any other documents or materials in its native format (excluding internal memoranda and documents, working papers and templates) created, amended and/or developed by or for the *Consultant* in relation to this contract (including any updates, amendments, additions and revisions) together with, where applicable, any other design documents or information to be provided by it under any building information model protocol.

Freehold Owner is the freehold owner of the site (if not the *Employer*).

Intellectual Property means all copyright, rights related to or affording protection similar to copyright, rights in database rights, registered and unregistered design rights, patents and rights in inventions, trademarks and other rights in trade or business names, know-how, trade secrets and other rights in the Copyright Material and any rights having equivalent or similar effect to the foregoing in any part of the world, whether registered or unregistered, together with the right to apply for the registration of any such rights in any part of the world and the rights to current applications for registration of any such rights.

Landlord is the landlord of the site (if not the Freehold Owner or *Employer*).

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Proprietary Design means the Consultant's pre-existing Intellectual Property which was not originated for the purposes of Providing the Services and design of any third party proprietary products incorporated or to be incorporated into the site.

Relevant IPRs is defined in clause 70.1.

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

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

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

'Framework Agreement is the framework agreement between Scape Procure Limited and the *Consultant* dated 29<sup>th</sup> January 2021.'

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

'Framework Commercial Model as included in the Framework Agreement between Scape Procure Limited and the *Consultant* dated 29<sup>th</sup> January 2021.'

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

- i. the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/68) and any applicable national implementing laws as amended from time to time;

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<sup>2</sup> We will not provide a warranty to an operator

ii. the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and

iii. all applicable law about the processing of personal data and privacy.'

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

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

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

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

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

'Cladding Claim shall mean any claim in respect of:

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

12.4 Insert at the end:

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

12.5 Insert a new clause 12.5:

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

13.9 Insert a new clause 13.9:

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

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

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

14.1 Add after the final sentence:

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

**19.** Insert a new Clause 19:

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## Data Protection

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

- 19.1. Without prejudice to the generality of clause 19.1, both Parties will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to each other for the duration and purposes of this agreement.
- 19.2. Without prejudice to the generality of clause 19.1, the *Consultant* shall, in relation to any Personal Data processed in connection with the performance by the *Consultant* of its obligations under this agreement:
  - 19.2.1. Process that Personal Data only on the written instructions of the *Employer* and only as required for the purpose of the performance of this agreement;
  - 19.2.2. Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the *Employer*, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - 19.2.3. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - 19.2.4. Not transfer any Personal Data outside of the European Economic Area;
  - 19.2.5. Assist the *Employer*, at the *Consultant's* cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 19.2.6. Notify the *Employer* without undue delay on becoming aware of a Personal Data breach;
  - 19.2.7. At the written direction of the *Employer*, delete or return Personal Data and copies thereof to the *Employer* on termination of the agreement; and
  - 19.2.8. Maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the *Employer* or the *Employer's* designated auditor.
- 19.3. The *Employer* does not consent to the *Consultant* appointing any third-party processor of Personal Data under this agreement.'

## 2 The Parties' main responsibilities

21. Amend as follows:

21.2 Delete and replace with:

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

21.5 Insert a new clause 21.5:

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

21.6 Insert a new clause 21.6:

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

21.7 Insert a new clause 21.7:

21.7(1) The *Consultant* warrants to the *Employer* that subject to the standard of skill, care and diligence set out in clause 21.2, it has not and shall not specify, approve, permit, consent to or authorise others to specify, approve or use in the works any products or materials which are generally known within the construction industry at the time of specification to be deleterious to health and safety or to the durability or integrity of the works in the particular circumstances in which they are used or those identified at the time of specification as potentially hazardous in or not in conformity with:

- the relevant statutory requirements, British or European Union Standards or Codes of Practice;
- any publications of the Building Research Establishment related to the specification of products or materials; or
- the report entitled "Good Practice in the Selection of Construction Materials 2011" published by the British Council for Offices;

21.7(2) if in the performance of its duties under this Contract, the *Consultant* becomes aware that it or any person has specified, approved or used any products or materials referred to in clause 21.7(1) and/or any products or materials which are generally known within the construction industry at the time of use to be deleterious to health and safety or to the durability or integrity of the works in the particular circumstances in which they are used, the *Consultant* shall immediately give written notice to the *Employer* of the same. This clause 21.7(2) shall not create any additional duty on the *Consultant* to inspect or check the work of others unless such duty is required by this contract.

24.5 Insert a new clause 24.5:

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

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

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

24.6 Insert a new clause 24.6:

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

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

24.7 Insert a new clause 24.7:

“24.7(1) The benefit of and the rights on the part of the *Employer* under this contract may be assigned without the consent of the *Consultant* on not more than 2 (two) occasions. The *Consultant* shall be given written notice following any such assignment specifying the name and address of the assignee and the date of the assignment.

24.7(2) The *Consultant* shall not contend that any assignee or person who receives the benefit of and the rights on the part of the *Employer* pursuant to this Clause 24.6 is precluded from recovering any loss resulting from any breach of this contract (whatever the date of such breach) by reason that that person is an assignee or receives the benefit of and the rights on the part of the *Employer* pursuant to this Clause 24.6 or is not the original employer under the contract or by reason that the original employer or any intermediate person escaped any loss resulting from such breach by reason of the disposal of any interest in the site or the works or that the original employer or any intermediate person has not suffered any or as much loss.

26 Insert a new clause 26:

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

## 5 Payment

50.3 Insert at the end of the second bullet point:

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

51.6 Insert a new clause 51.6:

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

## 6 Compensation events



63.10 At the end of the sentence add:

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

63.19 Insert a new clause 63.19:

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

## 7 Rights to material

Delete and substitute:

"70.1 In consideration of the *Employer* entering into this contract, the *Consultant* assigns (except in respect of Proprietary Design), with effect from the Contract Date or in the case of Intellectual Property not yet in existence with effect from the creation of such Intellectual Property, to the *Employer* with full title guarantee all rights, title and interest the *Consultant* has in the Intellectual Property in the Copyright Material (together the "**Relevant IPRs**"), including any extensions and renewals of such Relevant IPRs, and including:

70.1(1) the exclusive right to do and to authorise others to do any and all acts in relation to the Relevant IPRs that would otherwise need the consent of the owner;

70.1(2) the right to sue for damages and other remedies for infringements of the Relevant IPRs.

70.2 The *Consultant* undertakes that it shall, if requested by the *Employer*, execute such further documents and do such acts as may be necessary for securing, confirming or vesting absolutely the *Employer's* full rights, title and interest in the Relevant IPRs to the *Employer* and for conferring on the *Employer* all rights of action in respect of any claim for infringement by third parties.

70.3 The Intellectual Property in the Proprietary Design shall remain vested in the *Consultant*. The *Consultant* grants (or, if such a grant cannot legally take place until a later date, agrees to grant) to the *Employer*, with effect from the Contract Date or in the case of Proprietary Design not yet in existence with effect from the creation of such Proprietary Design, an irrevocable, royalty-free, non-exclusive licence (such licence to remain in full force and effect notwithstanding the completion of the *Consultant's* duties or obligations or the termination howsoever arising of the contract or any dispute under the contract) to use the Intellectual Property in the Proprietary Design and to reproduce the Proprietary Design for any purpose relating to the works and/or completed works including, without limitation, the design, construction, funding, fitting-out, modification, completion, maintenance, letting, sale, promotion, advertisement, extension, demolition, reinstatement, refurbishment, occupation, management, alteration and repair of the whole or any portion of the whole of the works and/or the completed works. Such licence shall carry the right to grant sub-licences in like terms and will be transferable to third parties.

70.4 If the use of the Copyright Material is alleged or found to infringe the rights of any third party, then the *Consultant* shall indemnify, keep indemnified and hold harmless on demand the *Employer* against all properly mitigated expenses, liabilities, losses, claims and/or proceedings whatsoever and howsoever incurred by, awarded against or agreed to be paid by the *Employer* as a result of such infringement or alleged infringement.

70.5 The *Consultant* hereby waives or shall procure a waiver (as applicable) of all moral rights in copyright works and databases assigned to the *Employer* pursuant to this contract.



- 70.6 The *Consultant* warrants that the Copyright Material are the *Consultant's* own original work and that in any event their use in connection with the works and/or the completed works will not infringe the rights of any third party. The *Consultant* further warrants that where sub-consultants are used their work will be original, and that the *Consultant* will obtain the necessary assignments and waivers and do all things necessary to ensure that the *Consultant* complies with the requirements of Clauses 22.1, 22.2 and 22.5 and that all the Relevant IPRs are transferred and assigned to the *Employer*.
- 70.7 Save in respect of the Proprietary Design, the *Employer* grants to the *Consultant* (or, if such a grant cannot legally take place until a later date, agrees to grant) a non-transferable, revocable, royalty-free, non-exclusive licence (such licence shall terminate on Completion, the termination of the contract or termination of the *Consultant's* employment under this contract (whichever is earlier)) to use the copyright in the Copyright Material and to reproduce the designs and content of the Copyright Material (save in respect of the Proprietary Design) for the sole purpose of performing its obligations under this contract and not otherwise. Such licence shall carry the right to grant sub-licences in like terms and will be transferable to third parties.
- 70.8 The *Consultant* shall not grant to any third party the right to use any of the Intellectual Property in the Copyright Material save under any warranty it is obliged to give under this contract.
- 70.9 The *Consultant* shall provide to the *Employer* on demand and on payment of the *Consultant's* reasonable costs of reproducing the same, copies of the Copyright Material save that no costs shall be payable where the *Consultant* is obliged elsewhere in the contract to provide the same and/or the cost of which is included in the prices.
- 70.10 Except as expressly set out in this contract, neither party shall acquire any right, title or interest in or to the Intellectual Property of the other party.
- 70.11 The *Consultant* shall not use any of the *Employer's* names, logos or trademarks on any materials, including in the Copyright Material, without the *Employer's* prior written approval."

## 8 Indemnity insurance and liability

### 81.1 Amend the insurance table:

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

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

### 83 Insert a new clause 83: **Insurance policies**

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

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

### 84 Insert a new clause 84:

#### **If the Consultant does not insure**

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

85 Insert a new Clause 85:

**Insurance by the *Employer***

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

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

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

90.5 Insert a new clause 90.5:

**The Public Contracts Regulations 2015**

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

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

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

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

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

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

- payment due to the Subconsultant or supplier under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice, unless this contract requires the *Consultant* to make earlier payment to the Subconsultant or supplier;
- invoices for payment submitted by the Subconsultant or supplier are considered and verified by the *Consultant* in a timely fashion, undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed; and
- any contract awarded by the Subconsultant or supplier for work included in this contract includes provisions to the same effect as these provisions.'

**Z2.0 Secondary Option Clause amendments**

**None**

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### Z3.0 Statutory Clause amendments

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

Y2.2 delete clause and replace with the following:

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

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

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

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

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

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

Contract Data: Part Two – Data provided by the Consultant

## Statements given in all contracts:

- The *Consultant* is

Name: **Perfect Circle JV Ltd**

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

Telephone: **0345 045 0050**

[Redacted]

E-mail address: [Redacted]

- The *key people* are

Name [Redacted]

Job [Redacted]

Responsibilities

**Client Care and overall responsibility for service delivery**

Qualifications

Experience

Name

Job

Responsibilities

Qualifications

Experience

The Lead Partner is

**Gleeds Cost Management Ltd**

- The *staff rates* are

## category of person:

<b>Project Management &amp; Quantity Surveying</b>	<b>Rate (£)</b>	<b>Day Rate (£)</b>
<b>Technical Director</b>	[Redacted]	[Redacted] 0
<b>Associates/Principal Consultant</b>	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
<b>Consultant</b>	[Redacted]	[Redacted]
<b>Senior Technician</b>	[Redacted]	[Redacted]
<b>Technician/Graduate</b>	[Redacted]	[Redacted]

<b>Commercial Surveying</b>	<b>Hourly Rate (£)</b>	<b>Day Rate (£)</b>
<b>Technical Director</b>	[Redacted]	[Redacted]
<b>Associate/Principal Consultant</b>	[Redacted]	[Redacted]
<b>Senior Consultant</b>	[Redacted]	[Redacted]
<b>Consultant</b>	[Redacted]	[Redacted]
<b>Senior Technician</b>	[Redacted]	[Redacted]
<b>Technician/Graduate</b>	[Redacted]	[Redacted]

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

Hourly  
Rate (£)

Day Rate  
(£)

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

#### Optional Statements

If the *Consultant* states any expenses

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

Item	amount
None	

If Option G is used

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

- The *Employer Proposed Appointment Charge*

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

- The *Uplift Percentage* is

## **Document 1 – Scope of Services**

**CONFIDENTIAL – 14/12/21**  
**DEFRA SEVINGTON BORDER CONTROL POINT**  
**&**  
**DOVER SPS BCP**  
**PROPERTY AND CONSTRUCTION CONSULTANCY SERVICES VIA PERFECT CIRCLE**  
**PROPOSED SCOPE OF SERVICES**

**Background**

The Department for Environment, Food and Rural Affairs (DEFRA) Sevington Border Control Point (BCP) is being delivered by the Department of Transport (DfT) via the Kent County Council (KCC) Framework. Amey is the Principal Designer and has delegated Principal Contractor duties to ES Global (ESG). The contract form is NEC3 ECC Option E with KCC acting as NEC *Project Manager* and *Supervisor*.

DEFRA will take ownership of Phase 1 (Dec 21) and Phase 2 (May 22) of the contracted works (Amey-DfT-KCCDEFRA). DEFRA have appointed business area leads (Permanent Staff and other Consultants) in connection with the delivery of the DEFRA Sevington BCP as follows:

- Infrastructure strategy and delivery
- Finance and business case
- Design change and delivery
- Commercial
- IT
- Site operations/business change management
- Asset and facilities management
- Communications and stakeholder engagement
- Mobilisation and Designation
- Assurance - Performance Specification, construction, commissioning and statutory requirements (Mott Macdonald)
- DEFRA operations
- DEFRA group property

**Professional Services Procurement**

DEFRA has expressed an interest to procure Gleeds' services (see overleaf) via Perfect Circle, contract form NEC3 PCS Option G. Once this focused scope of services is reviewed and agreed in principle, they will be translated into a Task Order(s) prepared under the Service Delivery Agreement (Ref 3704) currently awaiting approval. Thereafter DEFRA can procure select professional services via a Task Order, or separate Task Orders for further consultancy services if required.

Your Account Manager for this commission is Mr Stephen Crichton, (email: [Stephen.Crichton@gleeds.com](mailto:Stephen.Crichton@gleeds.com)). Mr Steve Morley is deputising (email: [steve.morley@gleeds.com](mailto:steve.morley@gleeds.com)).

For further information about Perfect Circle please visit the website via the link [Property, Construction and Infrastructure Consultancy | Perfect Circle](#). For further information about the NEC Option G appointment process please visit the website via the link [Perfect-Circle-Option-G-A4-v5-FINAL.pdf \(perfectcircle.co.uk\)](#)

For clarity Gleeds services procured through Perfect Circle will be provided by the entity, Gleeds Cost Management Ltd, our wider services offerings include:

- Programme and Project Management

**Offices** / Asia Pacific, Americas, Europe, Middle East and Africa

**Gleeds Cost Management Ltd** / Registered office: 95 New Cavendish Street London W1W 6XF. Incorporated in England & Wales No. 06472932

- Commercial and Contract Management
- Advisory

For further information please visit the Gleeds website via the link: [Global Property & Construction Consultants | Gleeds](#)







**Proposed Scope of Services – Property and Construction Consultancy Services Assisting DEFRA with a Compliant Handover of the DEFRA Sevington Border Control Point**

The proposed commission is for DEFRA, to provide independent and ongoing property and construction consultancy services for the compliant handover of the DEFRA Sevington BCP (RIBA Stage 6 Handover and Close Out). Assisting in the early identification of any deviations from the originally planned project development, thus enabling DEFRA to take appropriate measures with a view to completion and bringing the facilities in service in line with the original plans.





















**TASK ORDER SCHEDULE SEVINGTON BCP**

Work alongside DEFRA and their Consultants:













TO Ref	Task Order Description	Acceptance Criteria / Deliverables	Month	Resource			Indicative Budgetary Fees
Phase 1				No. of days	Personnel	Day rate	
1	Project Initiation works comprising of introductory meetings, information gathering, site visit, attendance at various weekly co-ordination meetings.	Meeting Minutes Meeting Notes Emails	September 2021	0 1 0 0 0	Technical Director Associate/Principal Consultant Senior Consultant Senior Technician Technician/Graduate		
2	DEFRA Handover/Go Live Workshop 13 Oct 21 including preparation of first draft Handover and operational Assurance Tracker.	Meeting Minutes Meeting Notes Emails	October 2021	0 3 0 0 0	Technical Director Associate/Principal Consultant Senior Consultant Senior Technician Technician/Graduate		
3	Meeting Attendance (Phase 1): Attend Client and other mobilisation meetings as required under the provided under this Appointment. Attendance at (approx. 15-20 hours per week): <ul style="list-style-type: none"> <li>DEFRA Sevington BCP Daily Stand Up (daily) –</li> <li>Sevington BCP Weekly Project Meeting (weekly)</li> <li>DEFRA BCP Buildings – Core Programme Delivery Team Call (weekly)</li> <li>Sevington IBF Project Board (fortnightly)</li> </ul>	Meeting Minutes Meeting Notes Site Meetings Emails	October 2021 to December 2021	0 30 0 10 0	Technical Director Associate/Principal Consultant Senior Consultant Senior Technician Technician/Graduate		


	<ul style="list-style-type: none"> <li>Sevington BCP Countdown to Handover (weekly)</li> <li>Risk update (weekly)</li> <li>DfT/Gleeds ASL/DEFRA BCP Meeting (weekly)</li> <li>Sevington BCP Phase 1 Readiness Tracker (weekly)</li> <li>Infrastructure Checkpoint Meeting (Sevington BCP only) (weekly)</li> <li>DfT IBF Change Control Meeting (weekly)</li> <li>DEFRA BCP Site Visit (weekly)</li> <li>Sevington Check Point Call (weekly)</li> <li>Infrastructure Checkpoint meeting (weekly)</li> <li>Sevington BCP Update (weekly)</li> <li>Adhoc mobilisation meetings as required</li> </ul>						
4	Assist with the close out of planning matters under the Special Development Order (SDO), check the design and build contractor and BCP operator comply with the obligations as set out in the Article 3 & 4, CMP, OMP and reinstatement strategy.	Meeting Minutes Meeting Notes Reports Site Meetings Emails	October 2021 to November 2021	0 6 0 3 0	Technical Director Associate/Principal Consultant Senior Consultant Senior Technician Technician/Graduate	■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■	■■■■■
5	Phase 1 - Working with the DEFRA Team, conduct high level monitoring of handover and assurance activities (DfT, KCC, Amey, ) to advise and escalate	Meeting Minutes Meeting Notes Reports Handover Checklists Site Visits Emails	October – December 2021	0 8 0 4 0	Technical Director Associate/Principal Consultant Senior Consultant Senior Technician Technician/Graduate	■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■	■■■■■






	any key risks to a compliant handover for Phase 1.						
6	<p>Working alongside DEFRA Group Property prepare and agree a list of handover document requirements for DfT to deliver at the Phase 1 Handover Board.</p> <ul style="list-style-type: none"> <li>Support DEFRA Infrastructure (Strategy, Delivery, Site Operations, Asset and facilities Management, IT, Planning, Commercial, Finance, Communications and Stakeholder Engagement) with the preparation and maintenance (acting as gate keepers) of a DEFRA Infrastructure Handover and Operations Assurance Tracker.</li> <li>Provide weekly milestone updates to PMO with respect to the handover of the built assets.</li> <li>Provide regular updates (Operational Readiness Go/No Go Checklist) to the DEFRA Operations Lead in respect of the handover of the built assets.</li> <li>Submit weekly updated Risk Register to the DEFRA Risk Manager and advise on mitigations with respect to the built environment.</li> </ul>	<p>Meeting Minutes Meeting Notes Handover Checklists Site Visits Reports Emails</p>	<p>October – December 2021</p>	<p>0 6 0 3 0</p>	<p>Technical Director Associate/Principal Consultant Senior Consultant Senior Technician Technician/Graduate</p>	<p>■■■■■</p>	<p>■■■■■</p>

7	Provide consultancy advice on change control, including Operator betterment works.	Meeting Minutes Meeting Notes Reports Trackers Emails	November 2021 – May 2022	0 6 0 0 0	Technical Director Associate/Principal Consultant Senior Consultant Senior Technician Technician/Graduate	    	
8	Attend the Phase 1 Handover Board in an advisory capacity to DEFRA Infrastructure, the format of the handover board is anticipated to include: <ul style="list-style-type: none"> <li>Site Inspection of buildings/areas to be handed over</li> <li>Handover meeting and information exchanges</li> <li>Handover agreements and Facilities Management</li> <li>Handover acceptance (Amey/ESG-KCC-DfT-HMRC), if applicable agree actions/programme, debrief and AOB</li> </ul>	Meeting Minutes Meeting Notes Site Visits Site Meetings Handover Checklists Emails	December 2021	0 1 0 0 0	Technical Director Associate/Principal Consultant Senior Consultant Senior Technician Technician/Graduate	    	
9	Prepare and facilitate the post-Phase 1 handover lessons learned workshop, coordinating feedback and reporting.	Meeting Minutes Meeting Notes Report Emails	January 2022	0 1 0 0 0	Technical Director Associate/Principal Consultant Senior Consultant Senior Technician Technician/Graduate	    	

Phase 2							
10	<p>Meeting Attendance (Phase 2):</p> <p>Attend Client and other mobilisation meetings as required under the provided under this Appointment. Attendance at (approx. 15-20 hours per week):</p> <ul style="list-style-type: none"> <li>• DEFRA Sevington BCP Daily Stand Up (daily) –</li> <li>• Sevington BCP Weekly Project Meeting (weekly)</li> <li>• DEFRA BCP Buildings – Core Programme Delivery Team Call (weekly)</li> <li>• Sevington IBF Project Board (fortnightly)</li> <li>• Sevington BCP Countdown to Handover (weekly)</li> <li>• Risk update (weekly)</li> <li>• DfT/Gleeds ASL/DEFRA BCP Meeting (weekly)</li> <li>• Sevington BCP Phase 1 Readiness Tracker (weekly)</li> <li>• Infrastructure Checkpoint Meeting (Sevington BCP only) (weekly)</li> <li>• DfT IBF Change Control Meeting (weekly)</li> <li>• DEFRA BCP Site Visit (weekly)</li> </ul>	<p>Meeting Minutes</p> <p>Meeting Notes</p> <p>Site Visits</p> <p>Site Meetings</p> <p>Emails</p>	<p>January –</p> <p>Apr 2022</p>	<p>0</p> <p>1</p> <p>0</p> <p>0</p> <p>10</p>	<p>Technical Director</p> <p>Associate/Principal</p> <p>Consultant</p> <p>Senior Consultant</p> <p>Senior Technician</p> <p>Technician/Graduate</p>	<p>█</p> <p>█</p> <p>█</p> <p>█</p> <p>█</p>	<p>█</p>

	<ul style="list-style-type: none"> <li>Sevington Check Point Call (weekly)</li> <li>Sevington BCP Update (weekly)</li> <li>Adhoc mobilisation meetings as required</li> </ul>						
11	Phase 2 - Working with the DEFRA Team, conduct high level monitoring of handover and assurance activities (DfT, KCC, Amey) to advise and escalate any key risks to a compliant handover for Phase 2.	Meeting Minutes Meeting Notes Site Meetings Site Visits Handover Checklist Updates Emails	January – Apr 2022	0 1 0 0 10	Technical Director Associate/Principal Consultant Senior Consultant Senior Technician Technician/Graduate	    	
12	Working alongside DEFRA Group Property prepare and agree a list of handover document requirements for DfT to deliver at the Phase 2 Handover Board. <ul style="list-style-type: none"> <li>Support DEFRA Infrastructure (Strategy, Delivery, Site Operations, Asset and facilities Management, IT, Planning, Commercial, Finance, Communications and Stakeholder Engagement) with the preparation and maintenance (acting as gate keepers) of a DEFRA Infrastructure Handover and Operations Assurance Tracker.</li> </ul>	Meeting Minutes Meeting Notes Site Meetings Site Visits Handover Checklist Emails	January – Apr 2022	0 1 0 0 10	Technical Director Associate/Principal Consultant Senior Consultant Senior Technician Technician/Graduate	    	

	<ul style="list-style-type: none"> <li>Provide weekly milestone updates to PMO with respect to the handover of the built assets.</li> <li>Provide regular updates (Operational Readiness Go/No Go Checklist) to the DEFRA Operations Lead in respect of the handover of the built assets.</li> </ul> <p>Submit weekly updated Risk Register to the DEFRA Risk Manager and advise on mitigations with respect to the built environment.</p>						
13	<p>Attend the Phase 2 Handover Board in an advisory capacity to DEFRA Infrastructure, the format of the handover board is anticipated to include:</p> <ul style="list-style-type: none"> <li>Site Inspection of buildings/areas to be handed over</li> <li>Handover meeting and information exchanges</li> <li>Handover agreements and Facilities Management</li> <li>Handover acceptance (Amey/ESG-KCC-DfTHMRC), if applicable agree actions/programme, debrief and AOB</li> </ul>	<p>Meeting Minutes Meeting Notes Site Visits Site Meetings Handover Checklist review/update Emails</p>	April 2022	<p>0 1 0 0 10</p>	<p>Technical Director Associate/Principal Consultant Senior Consultant Senior Technician Technician/Graduate</p>		

14	Prepare and facilitate the post-Phase 2 handover lessons learned workshop, coordinating feedback and reporting.	Meeting Minutes Meeting Notes Report Emails	May 2022	0 1 0 0 10	Technical Director Associate/Principal Consultant Senior Consultant Senior Technician Technician/Graduate	    	
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The services will be provided over the period 20 Sep 21 – end May 2022 covering the Phase 1 and Phase 2 works.

The formal reporting route is through Mark Cheetham (Supplier Relationship Manager) who is responsible for ensuring that the Acceptance Criteria are achieved, evidenced and documented

### Clarifications







For clarity, we are not designers, environmental consultants or lawyers and if specific services related to these disciplines are required, they will need to be undertaken by other parties engaged directly by DEFRA. Any review of design will be limited to comment upon the general compliance with DEFRA's Performance Specification in terms of function and form. No design checks, calculations or the like will be undertaken.

### Exclusions













- Contractual authority or Employer's Agent/Contract Administrator responsibilities.
- Quality monitoring (Clerk of Works duties).
- Design responsibility
- Business change management
- Operations management

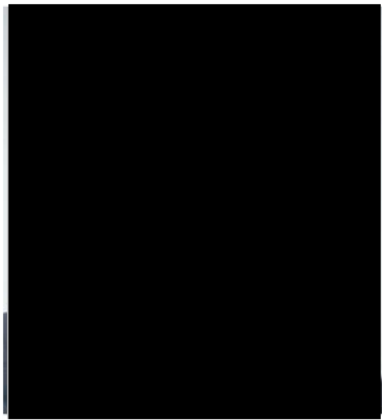
### TASK ORDER SCHEDULE DOVER SPS BCP

Work alongside DEFRA and their Consultants:

TO Ref	Task Order Description		Month	No. of days	Personnel	Day rate	Indicative Budgetary Fee
15	Project Initiation works comprising of introductory meetings, information gathering, site visit, attendance at various weekly co-ordination meetings in connection with the	Meeting Minutes Meeting Notes Project Execution Plan Emails	December 2021	0 5 0 2 0	Technical Director Associate/Principal Consultant Senior Consultant Senior Technician Technician/Graduate	    	



	development and delivery of the Dover SPS IBF.						
16	Meeting Attendance Attend Client and other mobilisation meetings as required under the provided under this Appointment.	Meeting Minutes Meeting Notes Site Visits Site Meetings Emails	January 2022 to July 2022	0 10 0 5 0	Technical Director Associate/Principal Consultant Senior Consultant Senior Technician Technician/Graduate	    	
17	Provision of technical assurance services to assist with the development and delivery stages of the Dover SPS IBF. Detailed scope of services and supporting consultants to be developed in conjunction with DEFRA operations teams.	Meeting Minutes Meeting Notes Reports Site Visits Site Meetings Design Review/Audit Technical Assurance PEP Updates Project Scope Emails	January 2022 to July 2022	0 20 0 0 10	Technical Director Associate/Principal Consultant Senior Consultant Senior Technician Technician/Graduate	    	



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Executive Project Manager

Years of experience

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Qualifications

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11/11/2019

the 1990s, the number of people in the United States who are 65 years of age or older has increased by 25 percent, and the number of people 75 years of age or older has increased by 40 percent. The number of people 85 years of age or older has increased by 60 percent. The number of people 95 years of age or older has increased by 100 percent. The number of people 100 years of age or older has increased by 200 percent. The number of people 105 years of age or older has increased by 400 percent. The number of people 110 years of age or older has increased by 800 percent. The number of people 115 years of age or older has increased by 1,600 percent. The number of people 120 years of age or older has increased by 3,200 percent. The number of people 125 years of age or older has increased by 6,400 percent. The number of people 130 years of age or older has increased by 12,800 percent. The number of people 135 years of age or older has increased by 25,600 percent. The number of people 140 years of age or older has increased by 51,200 percent. The number of people 145 years of age or older has increased by 102,400 percent. The number of people 150 years of age or older has increased by 204,800 percent. The number of people 155 years of age or older has increased by 409,600 percent. The number of people 160 years of age or older has increased by 819,200 percent. The number of people 165 years of age or older has increased by 1,638,400 percent. The number of people 170 years of age or older has increased by 3,276,800 percent. The number of people 175 years of age or older has increased by 6,553,600 percent. The number of people 180 years of age or older has increased by 13,107,200 percent. The number of people 185 years of age or older has increased by 26,214,400 percent. The number of people 190 years of age or older has increased by 52,428,800 percent. The number of people 195 years of age or older has increased by 104,857,600 percent. The number of people 200 years of age or older has increased by 209,715,200 percent. The number of people 205 years of age or older has increased by 419,430,400 percent. The number of people 210 years of age or older has increased by 838,860,800 percent. The number of people 215 years of age or older has increased by 1,677,721,600 percent. The number of people 220 years of age or older has increased by 3,355,443,200 percent. The number of people 225 years of age or older has increased by 6,710,886,400 percent. The number of people 230 years of age or older has increased by 13,421,772,800 percent. The number of people 235 years of age or older has increased by 26,843,545,600 percent. The number of people 240 years of age or older has increased by 53,687,091,200 percent. The number of people 245 years of age or older has increased by 107,374,182,400 percent. The number of people 250 years of age or older has increased by 214,748,364,800 percent. The number of people 255 years of age or older has increased by 429,496,729,600 percent. The number of people 260 years of age or older has increased by 858,993,459,200 percent. The number of people 265 years of age or older has increased by 1,717,986,918,400 percent. The number of people 270 years of age or older has increased by 3,435,973,836,800 percent. The number of people 275 years of age or older has increased by 6,871,947,673,600 percent. The number of people 280 years of age or older has increased by 13,743,895,347,200 percent. The number of people 285 years of age or older has increased by 27,487,790,694,400 percent. The number of people 290 years of age or older has increased by 54,975,581,388,800 percent. The number of people 295 years of age or older has increased by 109,951,162,777,600 percent. The number of people 300 years of age or older has increased by 219,902,325,555,200 percent. The number of people 305 years of age or older has increased by 439,804,651,110,400 percent. The number of people 310 years of age or older has increased by 879,609,302,220,800 percent. The number of people 315 years of age or older has increased by 1,759,218,604,441,600 percent. The number of people 320 years of age or older has increased by 3,518,437,208,883,200 percent. The number of people 325 years of age or older has increased by 7,036,874,417,766,400 percent. The number of people 330 years of age or older has increased by 14,073,748,835,532,800 percent. The number of people 335 years of age or older has increased by 28,147,497,671,065,600 percent. The number of people 340 years of age or older has increased by 56,294,995,342,131,200 percent. The number of people 345 years of age or older has increased by 112,589,990,684,262,400 percent. The number of people 350 years of age or older has increased by 225,179,981,368,524,800 percent. The number of people 355 years of age or older has increased by 450,359,962,737,049,600 percent. The number of people 360 years of age or older has increased by 900,719,925,474,099,200 percent. The number of people 365 years of age or older has increased by 1,801,439,850,948,198,400 percent. The number of people 370 years of age or older has increased by 3,602,879,701,896,396,800 percent. The number of people 375 years of age or older has increased by 7,205,759,403,792,793,600 percent. The number of people 380 years of age or older has increased by 14,411,518,807,585,587,200 percent. The number of people 385 years of age or older has increased by 28,823,037,615,171,174,400 percent. The number of people 390 years of age or older has increased by 57,646,075,230,342,348,800 percent. The number of people 395 years of age or older has increased by 115,292,150,460,684,697,600 percent. The number of people 400 years of age or older has increased by 230,584,300,921,369,395,200 percent. The number of people 405 years of age or older has increased by 461,168,601,842,738,790,400 percent. The number of people 410 years of age or older has increased by 922,337,203,685,477,580,800 percent. The number of people 415 years of age or older has increased by 1,844,674,407,370,955,161,600 percent. The number of people 420 years of age or older has increased by 3,689,348,814,741,910,323,200 percent. The number of people 425 years of age or older has increased by 7,378,697,629,483,820,646,400 percent. The number of people 430 years of age or older has increased by 14,757,395,258,967,641,292,800 percent. The number of people 435 years of age or older has increased by 29,514,790,517,935,282,585,600 percent. The number of people 440 years of age or older has increased by 59,029,581,035,870,565,171,200 percent. The number of people 445 years of age or older has increased by 118,059,162,071,741,130,342,400 percent. The number of people 450 years of age or older has increased by 236,118,324,143,482,260,684,800 percent. The number of people 455 years of age or older has increased by 472,236,648,286,964,521,369,600 percent. The number of people 460 years of age or older has increased by 944,473,296,573,929,042,739,200 percent. The number of people 465 years of age or older has increased by 1,888,946,593,147,858,085,478,400 percent. The number of people 470 years of age or older has increased by 3,777,893,186,295,716,170,956,800 percent. The number of people 475 years of age or older has increased by 7,555,786,372,591,432,341,913,600 percent. The number of people 480 years of age or older has increased by 15,111,572,745,182,864,683,827,200 percent. The number of people 485 years of age or older has increased by 30,223,145,490,365,729,367,654,400 percent. The number of people 490 years of age or older has increased by 60,446,290,980,731,458,735,308,800 percent. The number of people 495 years of age or older has increased by 120,892,581,961,462,917,470,617,600 percent. The number of people 500 years of age or older has increased by 241,785,163,922,925,834,941,235,200 percent. The number of people 505 years of age or older has increased by 483,570,327,845,851,669,882,470,400 percent. The number of people 510 years of age or older has increased by 967,140,655,691,703,339,764,940,800 percent. The number of people 515 years of age or older has increased by 1,934,281,311,383,406,679,529,881,600 percent. The number of people 520 years of age or older has increased by 3,868,562,622,766,813,359,059,763,200 percent. The number of people 525 years of age or older has increased by 7,737,125,245,533,626,718,119,526,400 percent. The number of people 530 years of age or older has increased by 15,474,250,491,067,253,436,239,052,800 percent. The number of people 535 years of age or older has increased by 30,948,500,982,134,506,872,478,105,600 percent. The number of people 540 years of age or older has increased by 61,897,001,964,269,013,744,956,211,200 percent. The number of people 545 years of age or older has increased by 123,794,003,928,538,027,489,912,422,400 percent. The number of people 550 years of age or older has increased by 247,588,007,857,076,054,979,824,844,800 percent. The number of people 555 years of age or older has increased by 495,176,015,714,152,109,959,649,689,600 percent. The number of people 560 years of age or older has increased by 990,352,031,428,304,219,919,299,379,200 percent. The number of people 565 years of age or older has increased by 1,980,704,062,856,608,439,838,598,758,400 percent. The number of people 570 years of age or older has increased by 3,961,408,125,713,216,879,677,197,516,800 percent. The number of people 575 years of age or older has increased by 7,922,816,251,426,433,759,354,395,033,600 percent. The number of people 580 years of age or older has increased by 15,845,63

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1. **Identify the subject and the main idea of the text.**

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1. [REDACTED]

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1. [REDACTED]

1. [REDACTED]

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