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**TERM SERVICE**

**DELIVERY AGREEMENT**

**(NEC PROFESSIONAL SERVICES CONTRACT)**

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

|  |  |
| --- | --- |
| THIS AGREEMENT is made on | 20/7/2023 |

|  |  |  |  |
| --- | --- | --- | --- |
| BETWEEN  1. the *Client* |  |  |  |
| Defence Infrastructure Organisation | 2. the  *Consultant* | Perfect Circle JV Ltd |
|  |  |  |  |

of whose registered office is

|  |  |  |  |
| --- | --- | --- | --- |
| Address for communications | DIO Headquarters  St Georges House  DMS Whittington  Lichfield  Staffordshire, B75 7RL | Address for communications | Halford House  Charles Street  Leicester  LE1 1HA |
|  |  |  |

Telephone ***Redacted***

***Redacted***

Telephone

|  |  |  |  |
| --- | --- | --- | --- |
| Address for electronic  communications |  | Address for electronic communications |  |
| ***Redacted*** | ***[Redacted](mailto:paul.moore@gleeds.com)***  [m](mailto:paul.moore@gleeds.com) |
|  |  |  |

|  |  |
| --- | --- |
| FOR THE SERVICES OF | Multi-disciplinary design consultancy services for 7 tasks to enhance Establishment Management Plans: Task 1 CIRAM, Task 2 NZC, Task 3 AMP, Task 4 Social Value, Task 5 Historic Estate, Task 6 EMG and EMH, Task 7 |

Summary Document

Commission Name Commission No.

|  |  |  |
| --- | --- | --- |
| Option G - EMP Enhancements |  | 5435 |

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

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|  |
| --- |
| **Introduction**  **NEC3 Professional Services Contract – Option G**  This Delivery Agreement incorporates the NEC 3rd edition Professional Services Contract April 2013 (the **NEC3 Professional Services Contract**).  Any subsequent amendments to the NEC3 Professional Services Contract shall apply to this Model Delivery Agreement, if agreed in writing by Scape and the Partner, but shall only be incorporated into Delivery Agreements executed after such amendments are published and their inclusion has been agreed accordingly with Scape.  The following rules apply to the incorporation of clauses into a Delivery Agreement:   1. The contract clauses are varied by the incorporation of option clauses, or a Z clause. 2. The Client has sole discretion to the choice of Contract Option and Secondary options as noted above 3. The Client shall act as the *Employer* in this contract 4. The ‘Client Proposed Appointment Charge’ from the Framework Commercial Model is shown as the ‘Employer Proposed Appointment Charge’ in this agreement 5. 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 6. *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.   1. **The *Employer’s* Obligations**   The *Employer* pays the amount of money and complies with its obligations in accordance with the conditions. |

| 2 | SCAPE Consultancy framework Term Service Delivery Agreement Rev 4 01-04-2021



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**Contract Data and Service Information**



**Information provided by the Parties**

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

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

|  |  |
| --- | --- |
| **Main Contract Data:**  General Project Information,  Clauses Applicable to Main Options and Secondary options where applicable,  Data Pertaining to Optional (X) Clauses,  Y Clauses and Z Clauses where applicable.  Contract Data Provided by the Client:  Contract Data Provided by the Consultant: |  |
|  |
|  |

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

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

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

**Ref Item Description Attach**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 001 | Service Request Proposal |  |  |  |
|  |
|  |
| Doc 1 | DIO EMP Enhancements 2023 |  |  |  |
|  |
|  |
| Doc 2 | 20230717-V8 Service Request Proposal DIO EMP Enhancements |  |  |  |
|  |
|  |

**Continues**

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**Contract Data and Service Information**

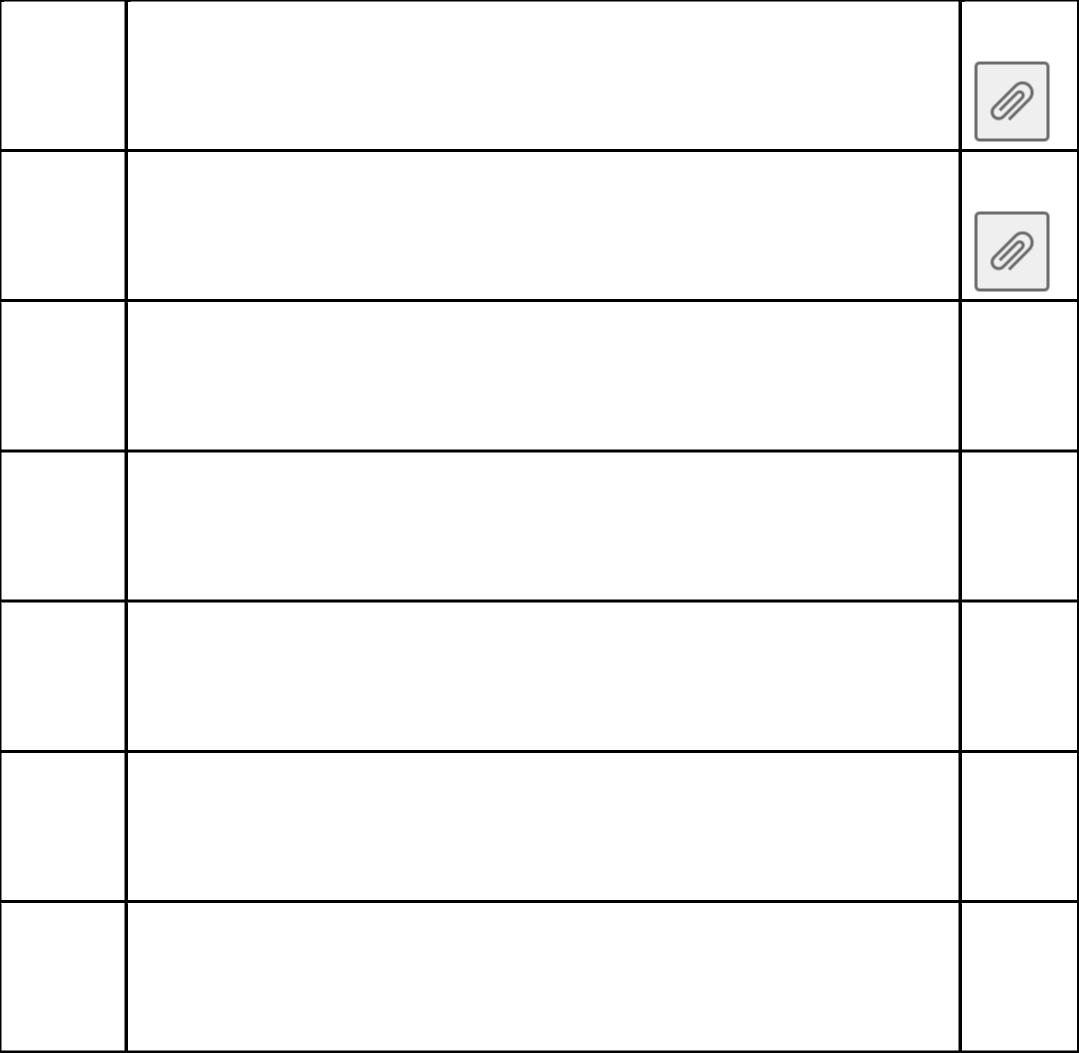
**Additional Contract Data provided by the parties.**

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**

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



App D

Doc 3

20230712 V7 1 DIO EMS Perfect Circle Resource Cost Proposal

CVs

|  |  |  |  |
| --- | --- | --- | --- |
| In the presence of:  Witness | ***Redacted*** | 19/7/2023 | |
|  |  |

Position/title

OR Authorised Signatory

Executed as a deed by ***Redacted***

as attorney for

**Perfect Circle JV Ltd** Full name

under a power of attorney

dated ***Redacted***

19/7/2023

Position/title ***Redacted***

Witness/Authorised Signatory ***Redacted***

|  |  |  |  |
| --- | --- | --- | --- |
|  | ***Redacted*** | 20/7/2023 | |
|  |  |  |

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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 deed for and on behalf of )

Defence Infrastructure Organisation )

by )

|  |  |
| --- | --- |
| ***Redacted*** | 19/7/2023 |

Authorised Signatory   
***Redacted***

Full name

***Redacted***

Position/title

Full name

***Redacted***

Address

Executed as a deed for and on behalf of )

**Perfect Circle JV Ltd** )

by )

X

***Redacted***

***Redacted***

Full name

***Redacted***

Position/title

Town Centre House, Merrion

Centre, Leeds, LS2 8ND

Address

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|  |  |
| --- | --- |
|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)  **Appendix 1** |

**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, X9, X11, X18, Y(UK)2, Y(UK)3** of the NEC3 Professional Services Contract April 2013.

· The *Employer* is

Name: **Defence Infrastructure Organisation**

Address: **DIO Headquarters   
St Georges House   
DMS Whittington   
Lichfield**

**Staffordshire**

**B75 7RL**

|  |  |
| --- | --- |
| 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 **multi-disciplinary design consultancy services for 7 tasks to enhance Establishment**

**Management Plans**



**Task 1 CIRAM**

**Task 2 NZC**

**Task 3 AMP**

**Task 4 Social Value**

**Task 5 Historic Estate**

**Task 6 EMG and EMH"**

**Task 7 Summary Document**

* 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**

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)  **Appendix 1** |

* The following matters will be included in the Risk Register;

**o To be agreed at Task Order level**

Optional clause 13.9 – electronic communication **does** apply1**.**

2. The Parties’ main responsibilities

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

|  |  |
| --- | --- |
| access to | access date |
| **Site** | **Receipt of Task Order** |
| **Building** | **Receipt of Task Order** |
| **Site Manager** | **Receipt of Task Order** |
| **Reports/Records** | **Receipt of Task Order** |

3. Time

* The starting date is **24/07/2023**
* The *Consultant* submits revised programmes at intervals no longer *than* **monthly, unless there are no changes to the latest submitted programme.**

4. Quality

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

5. Payment

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

6. Indemnity, insurance and liability

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

|  |  |  |
| --- | --- | --- |
| **event** | **cover** | **period following** |
|  |  | **Completion of the whole of the *services* or earlier termination** |

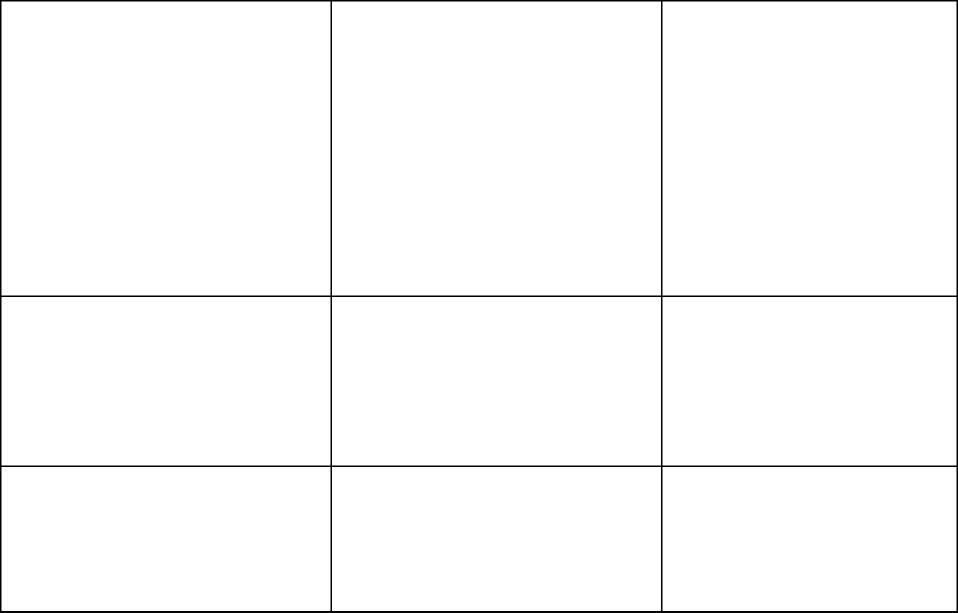
1 See additional conditions of contract below.

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| --- | --- |
|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)  **Appendix 1** |

Scape Consultancy Framework - Built Environment Rev J 3



death or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant*

death or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract

Liability of the *Consultant* for claims made against him arising out of his failure to use skill and care required by this contract.

**£5,000,000\*** in respect of each and every claim or series of claims arising out of the same original cause or source (or equivalent), without limit to the number of claims, save that there may be lower and/or annual aggregate limits of cover in respect of pollution and contamination related claims and similar where such limited cover is the norm

**£10,000,000\*** in respect of each claim, without limit to the number of claims

**The greater of the amount required by law and £10,000,000** in respect of each claim, without limit to the number of claims

**12 years**

**12 years**

**12 years**

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

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

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

**N/A at Service Request stage.**

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

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

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)  **Appendix 1** |

**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 **31/07/2024   
  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

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





**1. None**

*condition* to be met

*key date*

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

The total period for payment after receipt of invoice is 21 days2

**If the *Employer* states any *expenses***

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

|  |  |
| --- | --- |
| Item | amount |
| **None unless stated in individual Task Orders** |  |
|  |

**If Option G is used**

* The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than **4** weeks.
* The *exchange rates* are those published in [to be agreed on a commission specific basis] on (date) **If Option X1 is used**
* The *index* is the Framework index: the BCIS Labour Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.
* The *base date* for indices is **5th January3**

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

3 This is the latest anniversary of the Framework Effective Date (5th January 2021), prior to the *Contract Date*.

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)  **Appendix 1** |

**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 |
| **Subcontracts** | **Employer** |

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

**(delete Option X10 below if Employer’s Agent4 not used)**

**If Option X10 is used**

* The *Employer’s Agent* is

Name:

Address:

Telephone:

E mail Address:

* The authority of the *Employer’s Agent* is:

**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 excluded5.

* 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.

\* **to be agreed with the *Employer* on a commission specific basis6**

**(delete Option Y(UK)1 below if Project Bank Account not used)**

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

5 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.

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

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)  **Appendix 1** |

If Option Y(UK)1 is used The *Consultant* is / is not to pay any charges made and to be paid any interest paid by the *project bank* (delete as applicable)

The account holder is the *Consultant* / the Parties (Delete as appropriate)

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

* Term person or organisation

**None None**

**(delete below if both Y(UK)1 and Y(UK)3 not used)   
If Options Y(UK)1 and Y(UK)3 are both used**

* Term person or organisation

The provisions of Option Y(UK)1 Named Suppliers

**Optional clause Z4.0** – **Information Modelling does / does not** apply **(delete as applicable)**

|  |  |
| --- | --- |
| If Option Z4.0 Information Modelling is used  If no Information  Execution Plan is  identified in part two  of the Contract Data | The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is one month. |

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)  **Appendix 1** |

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

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

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

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

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)  **Appendix 1** |

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

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

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

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

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

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

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

‘Cladding Claim shall mean any claim in respect of:

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

12.4 Insert at the end:

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

12.5 Insert a new clause 12.5:

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

13.9 Insert a new clause 13.9:

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

* any notification of a wish to terminate this contract or the employment of the Consultant under it;
* any notification by the Consultant of his intention to suspend performance of his obligations under this contract;
* any invoking by either party of the procedures applicable under this contract to the resolution of disputes or differences; and
* any agreement between the parties amending the provisions of this contract.’ *(Z clause 13.9 may be deleted at the Employers sole discretion)*

14.1 Add after the final sentence:

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)  **Appendix 1** |

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

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

**Data Protection**

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

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

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

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

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

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

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

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

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

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

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

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

**2 The Parties’ main responsibilities**

21. Amend as follows:

21.2 Delete and replace with:

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|  |  |
| --- | --- |
|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)  **Appendix 1** |

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

21.5 Insert a new clause 21.5:

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

21.6 Insert a new clause 21.6:

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

24.5 Insert a new clause 24.5:

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

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

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

24.6 Insert a new clause 24.6:

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

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

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)  **Appendix 1** |

26 Insert a new clause 26:

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

**5 Payment**

50.3 Insert at the end of the second bullet point:

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

51.6 Insert a new clause 51.6:

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

**6 Compensation events**

63.10 At the end of the sentence add:

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

63.19 Insert a new clause 63.19:

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

**8 Indemnity insurance and liability**

81.1 Amend the insurance table:

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

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

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

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

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)  **Appendix 1** |

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.

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

If the *Employer* otherwise terminates under the provisions of regulation 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

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)  **Appendix 1** |

* 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**

**OPTION X1: Price adjustment for inflation**

*Staff rates are fixed at the Contract Date and are not variable with changes in salary paid to individuals.*

X1.1 Price Adjustment Factor

Delete clause and replace with the following:

Defined Terms

1. The **People Rate Prices** are the Time Charge for items described as time based on the Task Schedule and the lump sum price in the Task Schedule for each other item that are derived from the People Rates (or alternative rates agreed for inclusion during the establishment of the Prices).
2. The **Price Adjustment Factor (PAF)** at each anniversary of the Framework Effective Date, 5th January 2021, is equal to (L-B)/B where L is the latest value of the Framework index and B is the value of the Framework index applicable at the *base date*.
3. The **Annual Price Adjustment Amount** is the amount for price adjustment for the upcoming year, calculated at each Framework anniversary by applying the PAF to the contracted remaining value for the People Rates Prices for the upcoming year.

X1.2 Price adjustment

Delete clause and replace with the following:

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

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

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

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

The *PSC Uplift Percentage* and fixed fees paid to Subconsultants (derived from \*external rates7 - identified as External Consultancy) are not subject to price adjustment.

X1.3 Price adjustment Option C

Delete clause.

X1.6 *Expenses* adjustment

Delete clause.

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

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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.

**(delete Z4.0 below if Information Modelling does not apply (Z4.0-Z4.7))**

**Z5.0 People Rates**

**Insert new clause Z5.0: People Rates**

Z5.1 The People Rates will be adjusted annually on 5th January, in accordance with the indexation provisions

of the Framework Agreement. This is based on the BCIS Labour Cost Index. Any quotations for compensation events or Task Orders will apply the latest People Rates.

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)  **Appendix 1** |

**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: ***Redacted***   
 Mobile: ***Redacted***   
 E-mail address**: *Redacted***

* The *key people* are

Name ***Redacted***   
 Job ***Redacted***   
 Responsibilities ***Redacted***   
 Qualifications  
 Experience ***Redacted***

Name

Job

Responsibilities

Qualifications   
Experience

The Lead Partner is **Gleeds Cost Management Ltd**

|  |  |
| --- | --- |
| * The *staff rates* are |  |

***Redacted***

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)  **Appendix 1** |

**\*\* Unless the Employer agrees otherwise, the staff hourly rates must not exceed the equivalent, annually adjusted ‘People Rate with expenses’ stated in the Framework Commercial Model. The People Rates will be adjusted annually on 5th January, in accordance with the indexation provisions of the Framework Agreement. This is based on the BCIS Labour Cost Index. Any quotations for compensation events or Task Orders will apply the latest People Rates.**

**Optional Statements**

**If the *Consultant* states any expenses**

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

**Item**\*\*\* **amount None**

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

**If Option G is used**

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

* The *Employer Proposed Appointment Charge*

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

* The *Uplift Percentage* is **5.6** \*\*\*\* %

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

**(delete Option Y(UK)1 below if Project Bank Account not used)**

**If Option Y(UK)1 is used**

* The *project bank* is
* named *suppliers* are

**(delete Z4.0 below if Information Modelling does not apply)**

If Z4.0 Information Modelling is used

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

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)  **Appendix 1** |

**Annex 1 – Service Request Form**

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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. 5435 Commission Name (Title) Term Service Contract - DIO EMP Enhancements

Commission Description 7 tasks to enhance Establishment Management Plans Commission Postcode SW1A 2HB

Task 1 CIRAM

Task 2 NZC

Task 3 AMP

Task 4 Social Value

Task 5 Historic Estate

Task 6 EMG and EMH"

Task 7 Summary Document

Client Contact Name ***Redacted*** Client Contact Email ***Redacted***

Client Contact Position ***Redacted*** Client Contact Telephone Number ***Redacted***

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| Lead Partner - Company Name | Gleeds Cost Management | | Commission Lead Contact Name ***Redacted*** |

Commission Lead Contact Email ***Redacted*** Commission Lead Contact Mobile ***Redacted***

Main Contract Type Option G NEC3 Professional Services Contract (Term Service DA) Commission Region National

Client estimated budget for Commission £ 192,000.00 Lead Partner’s NEC3 Project Manager ***Redacted***

Client anticipated start date 24 Jul 2023 Client anticipated end date 31 Jul 2024

Has a Client’s draft/outline programme been Yes If yes, upload document DIO EMP Enhancements 2023.pdf (35 KB)

appended?

If yes, please provide commentary

Other Document Upload 1

Other Document Upload 2

Other Document Upload 3

High level programme attached

Delivery of 7 tasks across a series of milestones. With an initial 3

tasks delivered by November 2023

20230717-V8\_Service Request Proposal-DIO-EMP-Enhancements (003).docx (16.3 MB)

20230712\_V7\_1\_DIO-EMS\_PerfectCircle\_Resource-Cost\_Proposal.pdf (70 KB)

Has a Client’s Project Brief been appended? No

Has a Scheme Layout been appended? No

Are there Client Proposed Organisations? No

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Part B - Pre-Engagement Activity Checklist

Are Pre-Engagement Matters required? No

Part C - Detailed Service Requirements

|  |  |
| --- | --- |
| 1.1 Project Overview/Background  1.2 Objectives/Outcomes | Perfect Circle have been asked to provide a proposal for a Commission, which is to deliver a single, overarching toolset and document, which articulates a strategic approach for Establishment Management Plans (EMP) Enhancement for Defence Infrastructure Organisation (DIO). This builds on work undertaken for the DIO’s Infrastructure Strategy Advice team (ISA) in which the outputs were an Establishment Masterplanning Guide (EMG) and an Energy Management Handbook (EMH), developed to assist DIO and customer Front Line Commands (FLCs) in making appropriate infrastructure planning decisions, which meet MOD’s needs and objectives, when considering future infrastructure investment. The commission requirements are set out in a Technical Statement of Requirement (TSoR) with reference 707764450.  The proposed EMP Enhancement commission responds to a requirement for the EMG, EMH and future EMPs to be linked and cohered, covering a broad area of DIO Strategy and Plans activity.  The objective of the EMP Enhancement commission is to improve and add resilience to the process and methodology of EMP production, able to be implemented by EMP suppliers, by bringing together, cohering and “cross-fertilising” the guidance within EMG/ EMH/ Energy Systems Catapult, along with seven key areas (Taskings):   1. CIRAM: (Climate Impacts Risk Assessment Model) 2. NZC: explaining how to use and apply the NZ Tool as developed by ARUP for DIO as managed by Low Carbon Estates, 3. Asset Management: developing practical guidance on conducting EMPs referencing ISO 55000 and RICS guidance; 4. Social Value (SV): shaping how SV and longer-term societal health considerations are captured within EMPs and within establishments 5. Heritage: supporting the means to create a strategic direction at EMP level and which allows the Heritage estate/ heritage at risk (HAR) to move forward 6. Co-ordination of Supplementary Guidance: review of EMG and EMH, 7. Single Co-ordinated EMP Guidance: |

2.0 Health, Welfare, Safety, Environment and Reference will be made to all current and relevant Joint Service Publications (JSPs) and associated MOD/ DIO guidance.   
Sustainability Considerations

|  |  |
| --- | --- |
| 3.0 Value for Money Statement | The SCAPE Consultancy Framework facilitates rapid appointment of relevant highly experienced resources to deliver to the required timescales. Perfect Circle is able to provide SQEP resources, who have delivered on similar programmes for DIO such as the Critical Infrastructure Assets Support for DIO RD CoE CaS Team and the development of Pathfinder Asset Class Management Plans for DIO AM30 programme. Additionally, and for continuity benefits to DIO, many of the PC team who contributed to the technical development and leadership of the EMG, including the Technical Lead (***Redacted)*** and DIO-PC Client Liaison (***Redacted)*** will support the delivery of the EMP Enhancement commission. Our resources hold Security Check (SC) clearance and have already established key stakeholder relationships which drives effective service delivery and minimises any potential for re-work due to lack of familiarity with the specific requirements and constraints associated with the Defence Estate. |

|  |
| --- |
| 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) 6) Innovative solutions

Value for Money Driver (3) 8) Collaborative working   
Client specific Value for Money Driver

4.0 Sub-consultant Selection and Competitive Low Carbon Estates - chosen for task 1 & 2 utilising experience of NZ tool development and management. To be priced on Framework Rates

Tender Award Criteria Energy Systems Catapult - Chosen due to prior experience of EMP /EMH . To be priced on Framework rates   
Chy - Social value advisory supporting Gleeds

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5.0 Appointment of Principal Designer n/a

6.0 Task Schedule

7.0 Delivery Team

Delivery Team - document upload

Task 1 CIRAM

Task 2 NZC

Task 3 AMP

Task 4 Social Value

Task 5 Historic Estate

Task 6 EMG and EMH"

Task 7 Summary Document

Task 1 CIRAM AECOM - Low Carbon Estates / Energy Systems Catapult

Task 2 NZC - Low Carbon Estates / Energy Systems Catapult

Task 3 AMP - AECOM

Task 4 Social Value

Task 5 Historic Estate

Task 6 EMG and EMH"

Task 7 Summary Document

CVs for key additional staff can be found in Appendix D if requested by the Client.

Delivery Agreement Professional Services Contract Model

8.0 Delivery Agreement Professional Service Option G NEC3 Professional Services Contract (Term Service DA)

Contract Model. A description of the

contracting options available to you can be

found in Appendix B. We are proposing that

this appointment is placed using the

following:

Appendix A

Scope of Service: Not Used

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”.

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**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.

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Also used when the scope of work is finalised after some initial work is undertaken under through a PSSC time charge arrangement, or similar. The target is adjusted for compensation events other than changes in Scope approved by the Client which are proposed by the Consultant which reduce the total Time Charge. This provides an incentive to Consultants to propose changes to reduce costs.

**4: NEC3 Professional Services Contract - Option G   
Term Contract**

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

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

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

**Summary**

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

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

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Appendix C - Task Schedule

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

|  |  |
| --- | --- |
| Background / Project Information | Delivery of 7 tasks defined in20230704\_EMP-enhancement\_TSoR\_v0.2.docx   1. CIRAM: (Climate Impacts Risk Assessment Model) where the relevant DIO team already have a process in place, but are aware these needs updating and then to be aligned with EMPs; 2. NZC: explaining how to use and apply the NZ Tool as developed by ARUP for DIO as managed by Low Carbon Estates, in turn validating, referencing and bringing together updates to EMG, for example following trials or review of related DIO work packages (eg Heat Rule set); 3. Asset Management: developing practical guidance on conducting EMPs referencing ISO 55000 and RICS guidance; advice on the integration on asset management and for interpreting the implications for L1 and L2 assets within EMP masterplans; 4. Social Value (SV): shaping how SV and longer-term societal health considerations are captured within EMPs and within establishments, assisting DIO with a methodology as to how to create a contribution and legacy to society and communities “outside the wire”. 5. Heritage: supporting the means to create a strategic direction at EMP level and which allows the Heritage estate/ heritage at risk (HAR) to “move forward”, via assessment of assets, risks, considerations, opportunities to create wider programmes of work; and 6. Co-ordination of Supplementary Guidance: review of EMG and EMH, including relevant updates to these documents, co-ordinated with outputs from Tasks 1 to 5 and aligned with the EMP four stage process. 7. Single Co-ordinated EMP Guidance: a single endorsed guidance document, with a simple “one-pager” describing how each thematic area works, aligned to the EMP four stages and JSP850. |

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

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ***Redacted*** |  |  |  |  |  |  |
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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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| **1** | **EMP Enhancements 2023** | | | | | **20w** | **17/07/2023** | | | **05/12/2023** |  | 1 |  |  |  | | | | | | | | | | | | | | | | | | | |
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| **2** | **Gateway i-iii** | | | | | **15w** | **17/07/2023** | | | **30/10/2023** |  | 2 |  |  |  |  |  |  |  | | |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **3** |  | **Gateway (i) Research** | | | | **5w** | **17/07/2023** | | | **18/08/2023**  21/07/2023 |  | 3  4 |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| 4 |  | Preparation | | | | 1w | 17/07/2023 | | |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| 5 |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 |  | Kick off meeting | | | |  | 24/07/2023 | | | 24/07/2023 |  |  |
| 6 |  | Stakeholder reviews | | | | 4w | 24/07/2023 | | | 18/08/2023  **19/09/2023** |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **7** |  | **Gateway (ii) Initial output analogue** | | | | **8w** | **24/07/2023** | | |
| 7 |  |  |  |  |  | |  | |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 8 |  | Task Development | | | | 5w | 24/07/2023 | | | 25/08/2023 |  |  |  |  |  |  |  |  | |  | |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| 9 |  | Stakeholder input into task development | | | | 3w | 21/08/2023 | | | 11/09/2023 |  |  |  |  |  |  | 9 |  |  |  | |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 10 |  | Stage Report | | | | 1w | 12/09/2023 | | | 18/09/2023 |  |  |  |  |  |  |  |  |  |  | | 10 |  |  |  |  |  |  |  |  |  |  |  |  |
| 11 |  | Stage Signoff / Invoice | | | |  | 19/09/2023 | | | 19/09/2023 |  |  |  |  |  |  |  |  |  |  | | 11 |  |  |  |  |  |  |  |  |  |  |  |  |
| **12** |  | **Gateway (iii) Delivery Draft** | | | | **6w** | **19/09/2023** | | | **30/10/2023** |  |  |  |  |  |  |  |  |  |  | | 12 |  |  |  |  |  |  |  |  |  |  |  |  |
| 13 |  | Task Development | | | | 4w | 19/09/2023 | | | 16/10/2023 |  |  |  |  |  |  |  |  |  |  | | 13 |  |  |  |  |  |  |  |  |  |  |  |  |
| 14 |  | Stakeholder reviews | | | | 3w | 26/09/2023 | | | 16/10/2023 |  |  |  |  |  |  |  |  |  |  | |  | 14 |  |  |  |  |  |  |  |  |  |  |  |
| 15 |  | Stage Report | | | | 1w | 17/10/2023 | | | 23/10/2023 |  |  |  |  |  |  |  |  |  |  | |  |  |  |  | 15 |  |  |  |  |  |  |  |  |
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| 16 |  | Stage Signoff / Invoice | | | | 1w | 24/10/2023 | | | 30/10/2023  **20/11/2023** |  |  |
|  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **17** | **Gateway (iv) Test** | | | | | **4w** | **24/10/2023** | | |
|  |  |  |  |  |  |  |  | |  |  |  |  |  | 17 + |  |  |  | + | |  |  |
| **18** | **Gateway (v) Final output** | | | | | **2w** | **21/11/2023** | | | **04/12/2023** |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  | 18 + | |  | + |
| **19** | **Next Steps** | | | | |  | **05/12/2023** | | | **05/12/2023** |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  |  | 19  + + | |
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| Trades Contractor,Procurement Stages,EMP Programme | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | Summary |  | Programme Wide | | |  | Tasking Specific | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Milestone Appearances  Start Milestone | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



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**Service Request Proposal**

(Part C – Detailed Service Requirements) for

**Establishment Management Plans (EMP) Enhancement - 707764450**

**DIO - Defence Infrastructure Organisation**

**DRAFT FOR DISCUSSION**

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**Document Change Control**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Issue | Date | Comment | Authors | ***Redacted*** |
| Draft 1 | 16-Jun-23 | Initial draft for discussion | ***Redacted*** | ***Redacted*** |
| Draft 2 | 29-Jun-23 | Revisions to draft | ***Redacted*** | ***Redacted*** |
| Draft 3 | 06-July- 23 | Revisions to draft | ***Redacted*** | ***Redacted*** |
| Draft 4 | 11-July-23 | Revisions to draft | ***Redacted*** | ***Redacted*** |
| Draft 5 | 12-July 23 | Revisions to draft | ***Redacted*** | ***Redacted*** |
| Draft 6 | 12- July 23 | Revisions to draft |  |  |

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Service Request Proposal – EMP Enhancement Rev 8

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**1.0 Commission Overview**

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|  | Background |

Perfect Circle have been asked to provide a proposal for a Commission, which is to deliver a single, overarching toolset and document, which articulates a strategic approach for Establishment Management Plans (EMP) Enhancement for Defence Infrastructure Organisation (DIO). This builds on work undertaken for the DIO’s Infrastructure Strategy Advice team (ISA) in which the outputs were an Establishment Masterplanning Guide (EMG) and an Energy Management Handbook (EMH), developed to assist DIO and customer Front Line Commands (FLCs) in making appropriate infrastructure planning decisions, which meet MOD’s needs and objectives, when considering future infrastructure investment. The commission requirements are set out in a Technical Statement of Requirement (TSoR) with reference 707764450.

The proposed EMP Enhancement commission responds to a requirement for the EMG, EMH and future EMPs to be linked and cohered, covering a broad area of DIO Strategy and Plans activity.

Further, the proposed EMP Enhancement commission is envisioned as a simple “one stop shop” for strategic guidance to support future EMP delivery, assisting both providers and users, bringing together various discrete pieces of work developed by the Infrastructure Optimisation (IO) and ISA teams in the past two to three years, with associated interdependencies across DIO. It is important that the EMP Enhancement outputs are framed by the four EMP questions (see below) and that output can be tracked at each stage by the EMP Delivery suppliers as their work is being developed.

In this context we have included an experienced EMP project manager, ***Redacted*** as part of the PC team. ***Redacted*** has led a number of recent EMPs and will provide a feedback and testing support for the team as the work develops through the various Taskings Gateways.

As mentioned above, the EMP Enhancement outputs for each Task will be framed and developed in alignment with DIO’s “four EMP stages”, as illustrated in Figure 1.1 below.

1. Where are we now?
2. Where do we want to be?
3. How do we get there?
4. How do we deliver?

Perfect Circle (PC) is pleased to provide this draft proposal for consideration.

***Redacted***

*Figure 1.1 - EMP Four Stages*

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|  |  |
| --- | --- |
|  | Objectives and Outcomes |

PC understand that the objective of the EMP Enhancement commission is to improve and add resilience to the process and methodology of EMP production, able to be implemented by EMP suppliers, by bringing together, cohering and “cross-fertilising” the guidance within EMG/ EMH/ Energy Systems Catapult, along with **seven** key areas (Taskings):



1. **CIRAM**: (Climate Impacts Risk Assessment Model) where the relevant DIO team already have a process in place, but are aware these needs updating and then to be aligned with EMPs;
2. **NZC**: explaining how to use and apply the NZ Tool as developed by ARUP for DIO as managed by Low Carbon Estates, in turn validating, referencing and bringing together updates to EMG, for example following trials or review of related DIO work packages (eg Heat Rule set);
3. **Asset Management**: developing practical guidance on conducting EMPs referencing ISO 55000 and RICS guidance; advice on the integration on asset management and for interpreting the implications for L1 and L2 assets within EMP masterplans;
4. **Social Value** (SV): shaping how SV and longer-term societal health considerations are captured within EMPs and within establishments, assisting DIO with a methodology as to how to create a contribution and legacy to society and communities “outside the wire”.
5. **Heritage**: supporting the means to create a strategic direction at EMP level and which allows the Heritage estate/ heritage at risk (HAR) to “move forward”, via assessment of assets, risks, considerations, opportunities to create wider programmes of work; and
6. **Co-ordination of Supplementary Guidance:** review of EMG and EMH, including relevant updates to these documents, co-ordinated with outputs from Tasks 1 to 5 and aligned with the EMP four stage process.
7. **Single Co-ordinated EMP Guidance:** a single endorsed guidance document, with a simple “one-pager” describing how each thematic area works, aligned to the EMP four stages and JSP850.

**Please note at present all tasks are optional, instruction of individual tasks will be subject to DIO confirmation.**

We understand that DIO ISA wish the outputs of this commission to consider, set out and test (on several EMPs) the strategic steps necessary to achieve the embedding of each Tasking initiative, within each EMP.

Further, DIO ISA wish the commission to be undertaken “at pace” in order to support a parallel effort, where the IO team is in process of going back to the market, to tender for next phase of EMPs. Therefore the outputs of this EMP Enhancement commission need to inform that ITT. PC have been asked to advise the extent to which the commission’s TSoR can be achieved in three to four months, assuming a proposal can be accepted and contractual negotiations can occur to allow commencement from mid-July 2023.

We understand DIO's wish to develop EMP Enhancement, where draft guidance could be incorporated into the next tranche of EMPs ITTs, anticipated for launch in autumn 2023.

Accordingly, we have developed this proposal to conduct stakeholder engagement, prepare, develop and present guidance to stakeholders, together with an MS Excel "analogue" toolkit (incorporating assessment criteria) to support decision making, and tested in a desktop environment, such that the guidance can be incorporated to forthcoming EMP ITTs. We have already undertaken some early thinking and shaping of this Toolkit and how it could be managed, and outputs presented.

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**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**

The SCAPE Consultancy Framework facilitates rapid appointment of relevant highly experienced resources to deliver to the required timescales. Perfect Circle is able to provide SQEP resources, who have delivered on similar programmes for DIO such as the Critical Infrastructure Assets Support for DIO RD CoE CaS Team and the development of Pathfinder Asset Class Management Plans for DIO AM30 programme. Additionally, and for continuity benefits to DIO, many of the PC team who contributed to the technical development and leadership of the EMG, including the Technical Lead (***Redacted***)) and DIO-PC Client Liaison (***Redacted***) will support the delivery of the EMP Enhancement commission. Our resources hold Security Check (SC) clearance and have already established key stakeholder relationships which drives effective service delivery and minimises any potential for re-work due to lack of familiarity with the specific requirements and constraints associated with the Defence Estate.

**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:

* 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

We recognise that a key principle underpinning successful completion of the key tasks is to balance DIO’s Asset Management hierarchy (SPEC 024: Level 0, 1, 2 etc) with the desire to utilise the EMG at an Establishment level (Level 0) whilst at the same time needing to apply interventions across the spectrum of Asset levels (e.g. Building Level 2 and below) which will apply to CIRAM, NZC and Heritage considerations.

Accordingly, for successful application of the recommended solutions we will need to fully explore the option for a digital solution, following the delivery of Taskings 1-5 and 6, providing a clear development brief/ specification to ESRI for relevant development tasks to the EMP App, including additional data field and data sources/ sets.

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**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.

Having discussed with the client whether they wish us to augment our Social Value offering by setting up to 5 targets against the National Data Set of TOMs (Themes, Opportunities, Measures), we confirm that 3 additional measures chosen (shown as Model Award Criteria (MAC) with equivalent National TOMs (NT) as this is what will be reported under SCAPE framework arrangements) are set out below:

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. (NT21)

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 (NT51)

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* 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 (NT20)

**Schedule**

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 following measures for this project that are identified as per table below:

|  |  |  |
| --- | --- | --- |
| **KPI** | **Title** | **Measure** |
| 1 | Physical / Mental Health Safety 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 high-level Health and Wellbeing Plan within 2 weeks |
| 3 | Public and Project  Reporting | Our transparent Public reporting to include:  - Perfect Circle JV partners’ Annual Report  - Perfect Circle JV partners’ UK&I Annual Social Value Report |
| 4 | LFE | Learning From Experience workshop to include the review of the Social Value metrics and their impact on the contract. |

To illustrate this, as a Perfect Circle partner on this commission, the example of AECOM’s wider approach and activities regarding generation of Social Value is referenced in **Appendix A**. Note that some of the wider corporate activities may not be directly undertaken on the project, however the social value generated is fully aligned with the activities undertaken.

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**6.0 Detailed Scope of Services**

Description of the Services to be Provided

Details of Scope of Services and proposed approach is set out in Section 9.

Service / Price Exclusions

None.

Key Stakeholders, Consultations and Interdependencies

It is recognised that the EMP Enhancement project must be fully integrated with wider asset management system arrangements and 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 TLB and DIO.

Throughout the contract, on a weekly basis, we will attend remote project team update meetings and will provide progress against programme updates, issues, risk and opportunities to DIO to demonstrate satisfactory progress and performance on the overall delivery programme along with raising early notification of issues.

We will, as required, attend monthly progress meetings (face to face when allowed, remote or combination of the two where government restrictions are in place) and provide a simple dashboard report one week in advance. The dashboard should follow the DIO standard template. It should confirm last month’s progress (including RAG status), the key items to progress next month, issues for escalation / decision making and progress against the overall project schedule and budget forecast.

Governance will be delivered through the application of project assurance groups, peer reviews and TLB approvals. A representative from the JSP 850/ DIO Steering group and JSP850 teams will be part of the stakeholder engagement process.

A Project advisory group (PAG) of stakeholders that have an interest or influence on the project will be agreed with DIO.

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** |
| EMP  Enhancement Delivery | Perfect Circle | ✔ |  |  |  |  |  |  | SFR |

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

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**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.

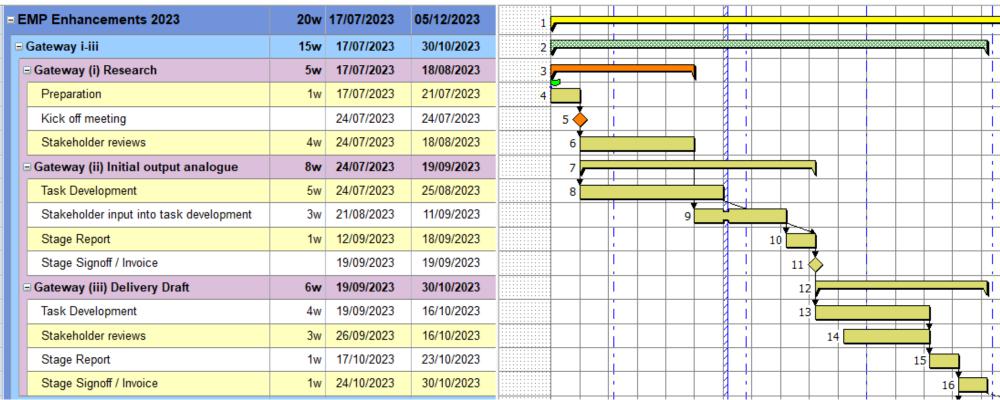
**7.0 Delivery Team**

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

Note all staff hold current and valid SC clearance or are in process of obtaining SC clearance.

**8.0 Delivery Programme**

Our proposed high-level delivery programme illustrated below is presently limited to Tasks 1, 3 and 4:



**Programme dates and periods relating to Tasks 2, 5, 6 and 7 are subject to confirmation of DIO instruction.**

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**Engagement, Workshops and Fortnightly Review**



Engagement with the EMP owners, DIO and EMP suppliers is a fundamental part of the refresh and coordination process. We will therefore undertake a series of workshops, including a Kick-off meeting, as part of the production and ratification of the output. These are categorised as follows:

**Workshops forming part of Tasks 1, 3 and 4**

Single workshops will be held with the DIO delivery team prior to completion of Gateways i and ii. Feedback from these workshops will be captured in a checklist and reviewed prior to finalising the output from Tasks 1, 3 and 4.

**Workshops linked to other Tasks (subject to future instruction)**

We also envisage two further workshops (stakeholder interviews, including the PAG) will be convened, as part of Gateways (iii) and (iv).

The endorsement process will conclude with two further training workshops held at the draft and final review of Gateway (v) and (iv). We would recommend that the workshop attendees are consistent throughout the **six events** in order to provide continuity. All workshops will be held remotely through MS Teams.

**Progress Review Meetings**

In line with the previous EMG processes we have assumed fortnightly meetings with the DIO ISA team; these meetings will be diarised to take place on the second and fourth Monday throughout the project duration. They will commence at 1500hrs, for one hour and organised through MS Teams.

**9.0 Schedule of Deliverables**

The schedule of deliverables has been organised around the seven (7) Tasks as set out in the TSoR. These Tasks have been split across three initial Gateways relating to Tasks 1, 3 and 4, as described below:

|  |  |  |
| --- | --- | --- |
| · | Gateway (i) | Research activity |
| · | Gateway (ii) | Initial Output (analogue) |
| · | Gateway (iii) | Developed Output (draft), which includes initial testing |

Tasks 2, and 5, (**subject to future instruction**) will include their own discrete Gateways (i to iii) and will potentially relate to two further sequential stages, which align to Tasks 6 and 7 (**subject to future instruction**). These will be:

* Task 6 / Gateway (iv) Testing (desktop)
* Task 7 / Gateway (v) Final Output

As described in the Executive Summary, the Outputs for each Task will be framed and developed in alignment with the four EMP stages/ questions:

* Where are we now?
* Where do we want to be?
* How do we get there?
* How do we deliver?

**Payment against Deliverables**

As noted in correspondence of 4 July 2023, we confirm that payments against Tasks 1, 3 and 4 shall be spilt 50/50 at dates to be agreed.

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**Payment against Tasks not yet instructed will be subject to further discussion.**



***Task 1: MOD requires a Guidance document to enhance the incorporation of CIRAM into Establishment Management Plans (EMPs) and for measuring the relative effectiveness within EMPs. The Guidance will promote proactive rather than reactive responses to EMP development, site laydown and estate change. This will improve the EMP delivery, master-planning for the Defence estate and integration with processes across DIO and MOD***.

It is understood that the DIO CIRAM team do not have capacity to support the reviewing and updating of the current guidance, therefore time and resource has been allowed for engagement with the DIO

CIRAM team and to reflect their comments into the mapping of CIRAM into the EMP approach.

The first matter to consider under Task 1 is the future of CIRAM and its relevance to EMPs going forward. This will involve the following activities and associated deliverables:

**Gateway (i): Research**

* Initial research relating to:
* CIRAM context and understanding and the potential interactions with EMPs
* Gather CIRAM requirement information inputs and outputs
* Types of information, collection, and use of assessment data
* Availability of source data informing ERSI platform content (EMP App)
* Analysis of the compatibility of the CIRAM method and approach within EMPs, and possible integration options.
* Influencing policy or potential changes on the horizon for subject matter.
* Checking/ validating/ gap analysis of research and making recommendations to CIRAM team for future consideration.
* Develop a fuller understanding of the design and capabilities of the EMP App [note: which PC has already initially reviewed via engagement with Low Carbon Estates].
* Present gaps and options for interpretation of CIRAM in EMP process. Make recommendations to CIRAM team for discussion, and their future planning of updates.
* Build up guidance on how to embed CIRAM into the EMP process, including a workshop with users (TBC) covering the importance of CIRAM and how it will influence the masterplan.
* Integrate and embedding CIRAM into the coordinated EMP guidance – see Task 6.

**Gateway (ii): Evolve Initial Output (analogue)**

Based on Asset data already in use, we will seek to incorporate CIRAM factors into EMP

assessments, creating an output which summarises CIRAM status at Asset Level 2. It is likely to connect the CIRAM output to the datasets shown in the table below and developed in a spreadsheet format:

|  |  |  |  |
| --- | --- | --- | --- |
| **Ser** | **Criteria** | **Supporting data/ source** | **Status** |
| 0 | External references | Open Source (eg EA data) | In use |
| 1 | Buildings in use/ not in use | Utilisation Model | In use |
| 2 | Need | Operational Need | In use |
| 3 | Age | IMS | In use |
| 4 | Condition | DIO FCM scoring matrix | In use |
| 5 | CIRAM risk | Defined RAG | To be developed in this task |
| 6 | Practical application of EMH to meet NZC | DIO FCM scoring matrix | In use |

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Thus, producing a RAG-based assessment of overall “threat” level and urgency of intervention at level 2 asset.



In the future, we envisage this will eventually sit within the EMP App and could be based on build-up in layers to illustrate:

* Climate impact
* Operational Need
* Condition

To develop this first stage (analogue) output, we will:

* Agree definitions of Red-Amber-Green in terms of CIRAM
* Task existing suppliers surveying activity to incorporate CIRAM factors

**Gateway (iii): Delivery (draft)**

The activity of collecting relevant data and considering how it will be cross-referenced against the four

EMP stages, to support business as usual integration with the MEP.

Our initial proposal is for the output to provide a RAG-led approach (potentially illustrated in a “contour map”) which allows rating of:

i.Operational need/ importance of use;   
ii.Resilience to climate change; and   
iii.Nature of interventions.

- where red reflects a building that is of operational and need and at risk of climate change, to green where a building is either not at risk of climate change nor significant operational need. Depending on the status of orange or red, potential standard solutions will be provided.

The activities undertaken under Task 1 will include input from our SME for CIRAM Asset Level 0, 1 and 2, Gavin Miller.

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***Task 2: MOD have developed various tools to support the incorporation of NZC into Establishment Management Plans (EMPs) and for measuring the relative effectiveness within EMPs. MOD requires a Guidance document to enhance the practical application of the output from these tools into EMPs. The Guidance will promote proactive rather than reactive responses to EMP development, site laydown and estate change. This will improve the EMP delivery, master-planning for the Defence estate and integration with processes across DIO and MOD. Note: This task is presently ON HOLD* and subject to DIO future tasking. This will not be delivered under the current Task Order.**



**Gateway (i): Research**

Task 2 will review and collate the emerging themes from the NZSs delivered for DIO during 2022/ 23. Further, it will review and update the instructions and guidance produced to explain how to use the NZS tools.

Task 2 will also review the Technology Pick list and Heat Rule set integrating both into the NZS product instructions and guidance.

Finally Task 2 will reflect cost outputs from the NZS tools associated with building fabric upgrade against up to five available cost estimates produced for DIO in 2023 as part of the DIO EES HDP project providing commentary of cost variance between the NZS tools and the survey-based building fabric cost estimates.

**Gateway (ii): Initial Output (analogue)**

Task 2 clearly links directly to Tasks 3 and 5 where we see the following potential overlaps:

* Integrating renewables into heritage buildings – hide them or celebrate them?
* Heating strategy – technology and approach
* Improving fabric or creating a thermal mass
* Appropriateness of uses within heritage property
* How to sensitively adapt a heritage property to a warmer, wetter world?

As part of this thinking, we will consider the merit of creating a standard set of typologies for NZ interventions – for example solar arrays, wind, ground/ air source heat pumps, in a variety of contexts and scenarios, including for heritage – i.e. the future energy prediction for an establishment is X,000 kwh – so we will need XX Ha of solar array?

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***Task 3: MOD requires a Guidance document to enhance the incorporation of Asset Management into Establishment Management Plans (EMPs) and for measuring the relative effectiveness within EMPs. The Guidance will promote proactive rather than reactive responses to EMP development and will improve the EMP delivery and integration with processes across DIO and MOD. This includes an Asset Class Management capability and greater depth of infrastructure information analysis to support decision making at all levels. This will enable better asset management decisions to be made, including infrastructure investment, operation and maintenance, resulting in significant and sustainable improvements in asset condition, performance, costs and sustainability.***



**Gateway (i): Research**

The deliverables for Task 3 Asset Management, will be a practical guide forming an integral part of the single co-ordinated EMP guidance document and supplementary toolkit.

Aligning with the programme timeframe and development of the overall requirement, the specific deliverable for Task 3 Asset Management is a review of the current status and maturity of approach to inform the development of a practical document that provides guidance on how the EMP utilises ISO 55000 and RICS guidance. This will promote a pro-active approach to utilisation of assets through improved communication of information, leading to improved decision making and alignment with Asset Class strategies.

**Gateway (ii): Initial Output (analogue)**

This guidance will demonstrate how the EMP aligns with departmental policy and improves line of sight between organisational strategy and establishment level decisions. This practical guidance includes the specific deliverables:

1. A review of EMPs against ISO 55000 and the rest of the DIO AM30 programme, its tools and connectivity to RICS guidance (Strategic Public Sector Property Asset Management 3rd Edition Oct 2022).
2. Advice on the integration of AM (including ACMP) at establishment level and for interpreting the implications for L1 and L2 assets within EMP masterplans. **This task is ON HOLD and subject to DIO future tasking. This will not be delivered under the current Task Order.**

**Gateway (iii): Delivery (draft)**

The deliverables forming the Delivery Draft will be informed by previous Research Gateway and also collaborative engagement with key stakeholder groups such as DIO AM30 programme, DIO DEx and TLB Infra Branches.

The proposed and anticipated activity to mature the Gateway to provide a delivery draft is below:

1. Detail on the practical implementation of AM tools, decision trees etc in EMPs.

i. Develop guidance that is based upon gap analysis of extant AM tools, decision trees against ISO 55002:2018 Annex C and industry best practice. Guidance, aligned to the four EMP stages, will provide next steps that will increase maturity of approach and delivery coherence across overall EMP delivery process.

Additionally, the below noted tasks will be matured on the following basis:

1. A review of EMPs against ISO 55000, which builds on existing such DIO reviews of EMPs and the rest of the DIO AM programme, its tools and connectivity to RICS guidance.

i. Provide a gap analysis of extant continuous improvement process(es) required to generate a Next Steps Action Plan that aims to raise understanding and drive improved behaviours

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across key stakeholder groupings. Proposed baseline approach will be IAM Asset Management Maturity Scale methodology which maps across to ISO 55000.



ii. The output will take the form of recommendations, aligned to the four EMP questions.

2. Advice on the integration of AM (including ACMP) at Establishment level and for interpreting the implications for L1 and L2 assets within EMP masterplans. **This task and the below noted activity is ON HOLD and subject to DIO future tasking. This will not be delivered under the current Task Order.**

i. Light-touch engagement with DIO AM30 programme and other key business stakeholders such as DIO RD and DEx to generate a Next Steps Action Plan that will identify areas for improvement to increase maturity of approach and delivery coherence across overall EMP delivery process.

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***Task 4: MOD requires a Guidance document to enhance the incorporation of Social Value into Establishment Management Plans (EMPs) and for measuring the relative effectiveness within EMPs. The Guidance will promote proactive rather than reactive responses to EMP development, site laydown and estate change. This will improve the EMP delivery, master-planning for the Defence estate and integration with processes across DIO and MOD***.



We propose the following social value (SV) offering and methodology to DIO, assisting in the direction given to EMP providers to successfully assess and create social value across Establishments, and in turn allowing DIO to improve masterplanning outcomes across the wider MOD estate.

To ensure that this is delivered from a diverse and experienced team, we will augment our Social Value SME, Jess Adams, by partnering with the leading enterprise CHY Consultancy to produce a SV guidance document.

CHY has been measuring and generating social value since 2006. They work alongside businesses, their supply chains, their clients and communities to create real, tangible long-term outcomes. CHY has worked with and continues to influence social value legislation, toolkits and measurement tools. With extensive experience of working within procurement, supporting businesses to articulate their social value across various frameworks, they also provide guidance to local authorities when procuring services.

**Gateway (i): Research activity**

As for each Task, the research will be framed and informed in line with the four EMP questions.

This stage will seek to research and draft an initial framework for the Social Value Guidance and Tool by considering potential outcomes and measures in tandem with existing baseline information and precedents provided by DIO, MOD, key stakeholders, and PCs own experience.

To achieve this, we will review how activities across the estates and establishments are currently bringing benefits to the local community. This will enable us to learn what existing or potential Social Value is delivered across the establishments. For example, measures may include interaction with community organisations; initiatives to support vulnerable communities; donations to local charities; volunteering time; wellbeing resources and initiatives; resident family programmes, etc.

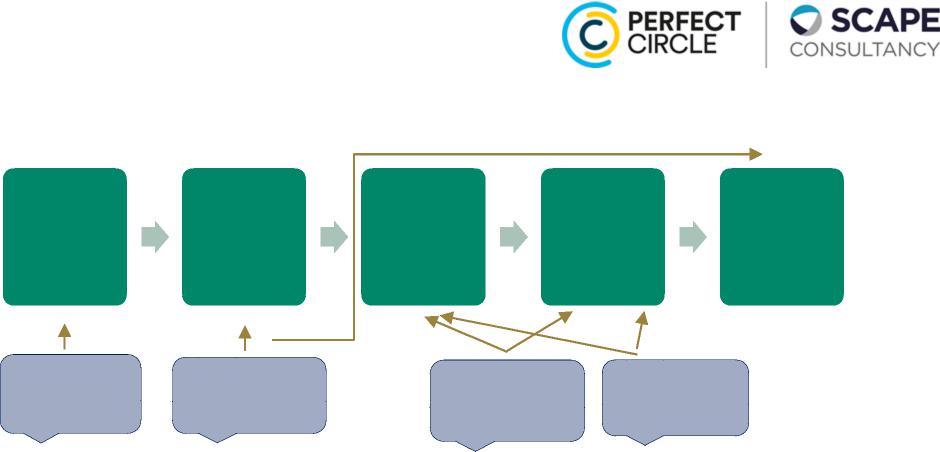
We will also review good practice in terms of measuring social value in the built environment/ estate context. This will specifically consider resources and standards from central Government to ensure best-fit with existing approaches, benchmarks and proxies.

We propose to undertake baseline research in order to:

* Deliver a desktop review of key processes and mechanisms for capturing social value across DIO – ie, benefits register.
* Determine the key outputs/ outcomes and benefits that are currently measured. Including what is specifically measured, how it is measured, and the processes involved to capture data.
* Identify opportunities for including of SV activities undertaken but not currently measured
* Review of emerging MOD/ DIO social performance strategy
* Review existing Government approaches and standards to measuring social value in the built environment
* Using this baseline, we will establish draft logic flows that would form the structure of the Social Value Tool and perform an initial test to make sure the EMP four questions can be supported. These are indicated in sketch form below the workflow:

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**Outcome**

Defined social value outcome and description

How do we deliver?

How do we get there?

**Measures**

Units of measure

**Value**

Monetised   
value of   
outcome

**Impact**

Total social value

produced by each outcome

Where are we now?

Where do we want to be?

**Theme**

e.g. MOD / DIO priorities

Where are we now?

The research will be underpinned by our extensive understanding of Social Value and its significance, alongside engagement and collaboration with MOD and DIO to ensure relevance, alignment with, and application in the context of the DIO and management of existing establishments.

This research stage will be supported by:

* Gap Analysis - Conduct an initial gap analysis to map the current state of SV within Establishment Heads objectives and the wider DIO, to understand maturity in this area.
* Conduct Social Value Workshop - Design and support the delivery of a workshop with Establishment and relevant stakeholders, engaging DIO and end-users to gain an understanding of potential SV drivers across different business areas.

**Gateway (ii): Initial Output**

* Social Value Assessment Matrix – needs analysis/ identifying outcomes and objectives outlined from the gap analysis. Develop the Matrix, initially utilising MS Excel.
* Development of Matrix to identify, capture and measure social value within MOD estates based on challenges, priorities and themes identified at Gateways 1 and 2 above. Flexibility will be built into the matrix, allowing assessment of potential themes and down selection to key themes based on engagement with the MOD and other key stakeholders.
* Once these themes have been established, key social value outputs will be defined in line with guidance such as the TOMS (Themes, Outcomes, and Measures) framework. Outputs will be dependent on data available (for example, hours contributed to local initiatives). Whilst TOMS is a national framework developed following the Social Value Act to measure social value across the UK, there are various approaches and we will recommend an appropriate model for adoption. The framework contains ‘proxy values’ which can be used to measure and quantify value delivered. Therefore, qualitative measures such as community initiatives can be quantified to calculate their value in monetary terms.
* Create initial guidance to create a Social Value methodology through each EMP – drawing upon MOD/ DIO Social Value vision, ambition, goals and targets; using industry experience and expertise to advise how SV delivery may be maximised within DIO and Establishments.

**Gateway (iii): Delivery (draft)**

* The purpose of this stage is to apply the Social Value Assessment Matrix, which will be organised in sections aligned to the four EMP stages, to measure and report on SV and assess how it works in practice. It is assumed the Matrix will be tested based on a maximum of two existing estates /

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Establishments as a desktop exercise to demonstrate the functionality and effectiveness of the SV model in practice, to help identify any issues and allow refinement of the approach.



o In addition to the Matrix we will produce a simple one-page summary/ guidance document to support EMP providers/ users in application.

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***Task 5: MOD requires a Guidance document to advise on delivery of portfolio wide programme of heritage improvement to enhance Heritage Asset Management, via EMP development. The Guidance will promote greater understanding of the heritage environment on MOD estate and for integrating appropriate improvements to heritage assets within EMP proposals. This includes a methodology for measuring asset management demands for heritage assets and a methodology for developing an EMP/Portfolio wide programme for heritage improvement. This will enable better establishment engagement, EMP inclusion of heritage improvement demands and strategic portfolio asset management planning, resulting in sustainable improvements in stewardship investment, asset condition, performance, costs and delivery of DIO Sustainability Goal 16 to minimise heritage at risk (HAR). This task is presently ON HOLD and subject to DIO future tasking. This will not be delivered under the current Task Order.***



**Gateway (i): Research**

The output to Task 5 will be a high-level supplementary document to the environmental wide summary

for an establishment, taking into account the four EMP questions. It will provide guidance for   
Establishments to undertake their own review of the heritage asset portfolio, summarise their status, provide improved data for decision making to recommend a solution and ensure a consistent approach across the MOD estate. We note the potential for alignment challenges between DIO’s Buildings at Risk Register (BARR) and the wider heritage landscape (Heritage at Risk), which includes environmental and monument type heritage assets.

Resilience of the BARR will also be tested; there will be subtle distinctions to draw out and be considered, for example: managing a redundant asset which needs to be captured, for the same reason as ‘heritage which may be at risk’. This is not the same as ‘heritage which may be at risk’, as the latter may be in actual (and viable / continual) use. Equally, there will be challenges between compliance and building performance standards versus the Conservation/ Listed Building Officer guidance and support from Local Planning Authorities.

The document will draw upon existing guidance on asset management, notably guidance from Historic England on asset management plans and heritage at risk, as well as drawing upon Historic England’s Protocol for The Care of The Government Historic Estate (2017) and Buildings at Risk Survey Guidance (2023). The output will be reviewed at a high level for coherence against DIO’s Asset Management strategy and alignment to JSP 850.

It will provide a strategic overview using practical examples for the review ofheritage assets within an Establishment, including a simple scoring mechanism for current condition, usage level, performance, and current demands etc. It will also identify parameters for decision making for the future of heritage assets, for example keeping assets in active use, managing the asset in redundant use, active protection measures and improved sustainability.

**Gateway (ii): Initial Output (analogue)**

This task will incorporate an Assessment Matrix (to be embedded into the overall EMP Enhancement toolkit) and associated guidance document with the aim of providing a systematic approach to assessment of “Where do we want to be?” (Stage 2 of EMP) and measuring of performance, including the use of risk registers and risk assessment (RAG rating), making it a practical document which can be implemented across the MOD portfolio (“How do we get there?”). Coordination will be reviewed with Tasks 1,2 & 3 where heritage issues are highlighted as part of the CIRAM, NZC and Asset Management process. Further, the Matrix will be akin to others used, to ensure familiarity for end users, and to reduce learning required for its operation.

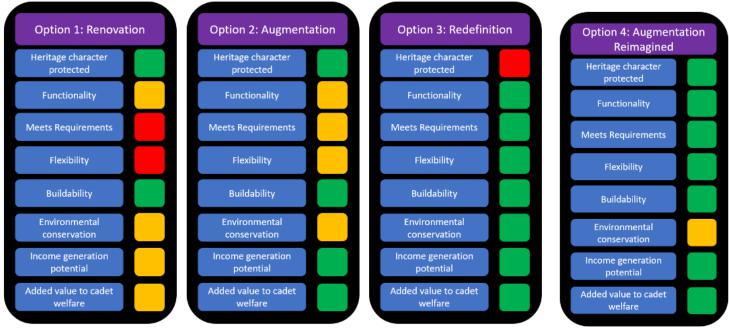
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We will seek to understand how the buildings which are not on the BARR, but which ought to be, should be captured in the process and how the tool will react to these in terms of the outputs provided. Furthermore, to consider what is the assessment process for these.



In terms of the EMP stage “How do we Deliver?”, development of these ‘analogue’ outputs will incorporate techniques recently used for the development of heritage improvement assessment considerations within optioneering and recommendations for investment for Level 2 Assets within the Navy Estate. Illustrated below are examples of such RAG-led techniques:



**Gateway (iii): Delivery (draft)**

We propose development of a flowchart or roadmap of decision points, to capture an Establishment’s heritage laydown and where heritage improvement considerations can be filtered in/ out. The impact of each on the outputs will in turn align to and support development of an Excel-based process for analysis of:

|  |  |  |
| --- | --- | --- |
| **Ser** | **Criteria** | **Supporting data/ source** |
| 1A | MOD Level 2 Assets with Grading (Grade I, II\* and II) | Historic England and agencies of devolved administrations |
| 1B | Non-graded Assets within a curtilage of a Graded Asset | Historic England |
| 2 | Scheduled Ancient Monument | Historic England and agencies of devolved administrations |
| 3 | Conservation Area | Local Planning Authority |
| 4 | Are of Outstanding Natural Beauty | Local Planning Authority |
| 5 | Buildings at risk | Buildings at Risk Register (BARR) |

Each would drive out a weighting factor for application to programme/ cost/ practical application of EMH to meet NZC and also consider Establishment demand signals using the lens of:

* Operational need / Importance of use
* Timing/ time horizon
* Heritage buildings in use/ not in use

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* Core/ ancillary nature



* Viability of reuse (including performance)
* Aspects for rural or remote estate
* Chances of investment relative to use/ benefit

With production of a RAG status, by option, to inform heritage improvement, stewardship engagement and/or investment decision-making to support and minimise heritage at risk (HAR) as stated in DIO’s Sustainability Goal 16.

Signposting will be given to application of appropriate source cost data (for example, BCIS) to generate an overall cost assessment for differing options.

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***Task 6: MOD requires a Guidance document to advise on the co-ordination of supplementary guidance developed to support EMPs, namely the EMG and EMH with the wider MOD co-ordinated view; aligned with the EMP four stage process. Note: This task is presently ON HOLD and subject to DIO future tasking. This will not be delivered under the current Task Order.***



As described in the Executive Summary, we have developed this proposal to conduct stakeholder engagement, prepare, develop and present guidance to stakeholders, together with a simple "analogue" toolkit to support decision making, and tested in a desktop environment, such that the guidance can be incorporated to forthcoming EMP ITTs. It is important that the output talks to the four EMP questions and the output can be tracked at each stage by the EMP Delivery Supplier as the work is being developed.

Task 6 will be developed alongside Tasks 1 -5 to ensure that required updates and changes associated with CIRAM, NZC, AM, Heritage and Social Value are embedded into the existing EMG/EHM output and talk to the Four EMP Stages.

The intention is to arrive at a common toolkit (which we will show on screen in draft format, to help with visualisation) that will encompass the tabs below:

1. EMG – **(EMP Stage A):** Baseline Checklist (This will be based on the EMG Standards + Guidance Checklist).
2. EMH Checklist – **(EMP Stage A):** Potentially incorporating CIRAM and NZC updates
3. EMP – **(EMP Stage A):** Asset Management (AM) Checklist
4. EMP – **(EMP Stage A):** Social Value Checklist
5. EMP – **(EMP Stage A):** Heritage Checklist (This may link or be incorporated into the EMP AM Checklist, subject to development work).
6. EMG – **(EMP Stage B):** Baseline Assessment (This will take the data derived in Stage A to effectively score the current performance of the establishment and act as a benchmark for the Options Scoring).
7. EMG – **(EMP Stage C):** Options Assessment. (This will allow the user to score options against the checklist and resulting baseline allowing decisions to be recorded and tracked for consistency).
8. EMG – **(EMP Stage D)**: Options Delivery. (This provides the user with a picklist to select the most appropriate delivery route (i.e., Business as Usual (BAU), Regional Delivery (RD), Major Project Programmes (MPP) or External such as PPA, PFI, etc).

Alongside pull-down fields each of the tabs will also incorporate ‘free text boxes’ to enable the user to record commentary and issues that have informed the decisions.

The individual lines will incorporate ‘Date of Review’ requirements as it is intended that the tool is a

living document that will be updated on a regular basis as the EMP and individual projects evolve.

This research stage will consequently start to test how the tools can be brought together in a single, simple MS Excel Assessment Matrix that incorporates the EMP, EHM and output from Tasks 1-5. The tool will be cross referenced to the four questions in the EMP.

The intention is to review and update the five areas of study; including the tools and associated written guides to accord with the latest naming convention and evolution of the EMP process. The updates will

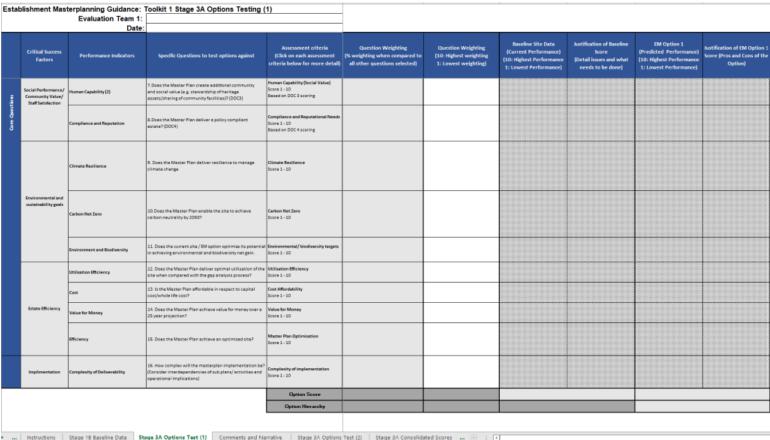
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also need to consider the impact of Tasks 1 to 5 and how these should be integrated and updated in response.

A good example of the impact effect is EMG – **(EMP Stage B):** Baseline Assessment (see extract illustrated below) that already includes data collection and Performance Indicators linked to Environmental and Sustainability Goals and Estate Efficiency. These aspects will be reviewed through Tasks 1,2 and 3 and should be reflected in the update.



*Figure 6.1 EMG Toolkit 1 – Extract*

We also note the requirement in the TSoR to reduce and simplify the written guides into a more concise format to make the EMG material more accessible to users. In response the intention is to capture the principal actions of the EMP Enhancement on a single page **‘Infographic’** (see example below) with hyperlinks back to a more comprehensive, but at the same time, condensed written guide.

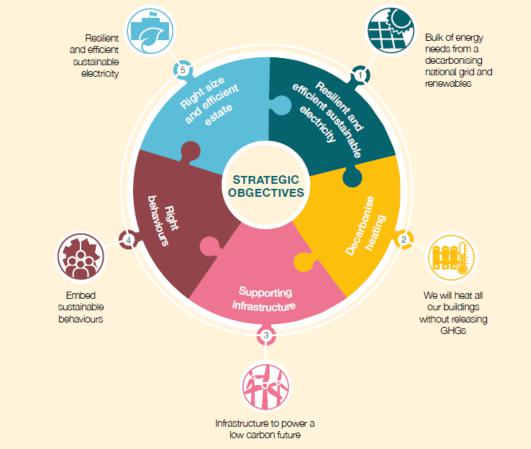
The final host platform and curation of this material will clearly be important, this will be reviewed with the DIO team as part of the delivery and testing Gateways.

This initial output will be presented in an engagement workshop (see below) with DIO. Feedback and amendments will be captured in a checklist and reflected in the dashboard.

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*Figure 6.2 EMP Enhancement – Infographic Example*

The draft delivery guidance will be tested both at desktop level using a current completed EMP report to ensure that it is capable of being implemented as an integral part of the overall EMP delivery process and physically at an Establishment level using a sample approach at both asset & infrastructure level to ensure that the guidance can be practically implemented.

As noted earlier we intend to review the output with a team member experienced in working and delivering EMPs.

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***Task 7: The MOD requires an endorsed Co-ordinated Guidance document, that includes implications of cross relationships and dependencies for incorporation of the following into EMPs that is aligned to JSP850 in order to support future estate planning and benchmarking, covering the tasks noted previously. Note: This task is presently ON HOLD and subject to DIO future tasking. This will not be delivered under the current Task Order.***



The reviewed and updated output from Task 6 will go through a ‘Tool Freeze Workshop’ with the full Project Assurance Group (PAG) to include EMP suppliers and TLB representatives. This interactive presentation will walk through the process and include a worked example from an existing EMP to test how the tools could be integrated with future EMPs.

Feedback from this session will be captured in an updated checklist and incorporated into the final output.

The final output will be informed by feedback generated from the Test activity as well as wider

feedback across other Task deliverables. Deliverable will be a revised & updated document suite that will provide suitable and sufficient guidance in an agreed data format that can be implemented as part of the overall EMP delivery process.

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**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 EMP Enhancement Deliverable 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 key staff across Defence, including Supply Chain of both DIO and non-DIO contracts, to allow suitable and sufficient gap analysis to be conducted as well as enable detailed discussions on asset planning and service delivery arrangements
* Access and availability of DIO staff to allow project plan activity to be developed and reviewed
* Access and availability of DIO staff to attend workshops in August/ September
* Lack of approval by DIO to proposed hierarchy and supporting arrangements developed for AMPs and Asset Classes
* Adoption of EMP enhancement will enable buy-in from TLBs to coherently develop and implement further EMPs across wider Defence Estate
* Suitable and sufficient funding is available and budgeted to support delivery against required timelines
* Change of direction from wider programmes such as AM30P that may delay completion.

**14.0 Prerequisites, assumptions & constraints**

The development of EMP enhancements have the associated broad and key assumptions:

Access to latest versions of:

* EMP Guidance
* EMP flowchart
* BARR
* HAR
* Access to relevant stakeholders
* Availability of diary time for stakeholder engagement sessions
* ISO Maturity Assessment Report, as prepared by WS Atkins of EMP Process

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* Access to the EMP App EMPs access, aggregate and analyse AMP data re maintenance condition, performance & backlog. EMP enhancement does not generate asset level data but will highlight required data gaps or available data quality improvement opportunities



* EMP enhancement intervention plan(s) reflects planned prioritised investment and residual risk interventions for sub-asset classes i.e. system, element or component maintenance and/or replacement based upon phased programmes to match available funding that reflects residual risk & criticality of asset failure
* EMP enhancement will test arrangements for wider application such as across asset classes.
* The heritage guidance document will provide guidance for establishments on how to implement the review of their historic estate. It will not undertake any review itself or provide any conclusions on the current position of heritage assets.
* The heritage project will not undertake any new research on what is encompassed within the organisation’s historic estate. Instead, guidance will be prepared to reflect what is already known at DIO level, for example current quadrennial reports.
* The heritage document will not include guidance on undertaking condition surveys of the heritage assets. This falls within the remit of a survey specific document.
* The heritage document will not form a Heritage Management Plan which should be produced on a site-by-site basis. This document is intended to measure the need for further management strategies, of which a CAMP may be the best option.

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

We assume (and have developed the proposal and cost on the basis) that there are none.

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**16.0 Pricing Information**



Overview of Fee:

Two cost summary tables are provided below. The first details PC fees for Tasks 1, 3 and 4 and has been developed against the scope of service and deliverables described in Section 9, above. These fees include project management and technical coordination that has been distributed across the tasks.

***Redacted***

We propose that **invoicing will be split 50/50 across the total agreed fee** at dates to be agreed, as noted previously. A separate column is included to capture the SCAPE Levy @5.6% but please note all fees exclude VAT.

The second cost summary table details PC fees for Tasks 1 -7; we appreciate that at this stage all tasks are optional and subject to confirmation of instruction from DIO. Again, project management and technical coordination has been distributed across the tasks.

***Redacted***

A separate column is included to capture the SCAPE Levy @5.6% but please note all fees exclude VAT.

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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.

External Consultancy Costs

We propose to engage and include in the service offering the following Small and Medium Enterprises (SMEs)

* Low Carbon Estates (CIRAM)
* Energy Catapult Systems (CIRAM)
* CHY (Social Value)

**17.0 Delivery Agreement Professional Service Contract Model**

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

**18.0 Potential Future Opportunities for Development**

**General**

We envisage that Task 7 will eventually transfer the EMP Enhancement guidance and associated templates, tables and other artefacts into a DIO and MOD Asset Management System format. Where current maturity does not allow direct transfer, an agreed next steps plan will be developed, as required, for each activity.

Further, as ultimately, we believe that the output from this commission is best managed and curated through the EMP App (whilst we will remain open-minded to other potential platforms), this Tasking is a discrete piece of work in its own right. In this context we would be very happy to support the ISA team in a collaborative manner in the exploration and endorsement of this belief and digital solution.

Additionally, we will investigate the appropriateness of hosting the tool for this and other EMP aspects (NZC, AM, Heritage, Social Value) within the Asset information Management Common Data Environment (AIM CDE). Thus, output will be developed with the ease of automation of the guidance and associated toolkits in mind.

**Asset Management**

In this context we also anticipate future engagement with DIO AM30 programme and other key business stakeholders such as DIO RD, DEx and DST to generate a Next Steps Action Plan that will increase maturity of approach and delivery coherence across overall EMP delivery process.

This could include providing input and feedback as required to wider EMP Enhancement project to enable effective and efficient AM tool development to drive a value-add process that does not generate unnecessary work activity recommendations. The format of the guidance could enable effective signposting to current locations within DIO and MOD Asset Management System, for example [DISAMP.](https://modgovuk.sharepoint.com/teams/301942/SitePages/DISAMP.aspx)

**Heritage**

We see future benefit in undertaking a more detailed testing regime of the heritage flow chart guidance, via visits to selected sites. The intent would be to assess and minimise the potential for clashes between the qualitative “hearts and minds” contribution of heritage assets to an Establishment,

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including End-User and community Social Value, versus the quantitative decisions which remote application of the guidance could unintentionally create. An example of this could be scaffolding on the façade of an iconic building and parade ground at the time of a passing out parade.



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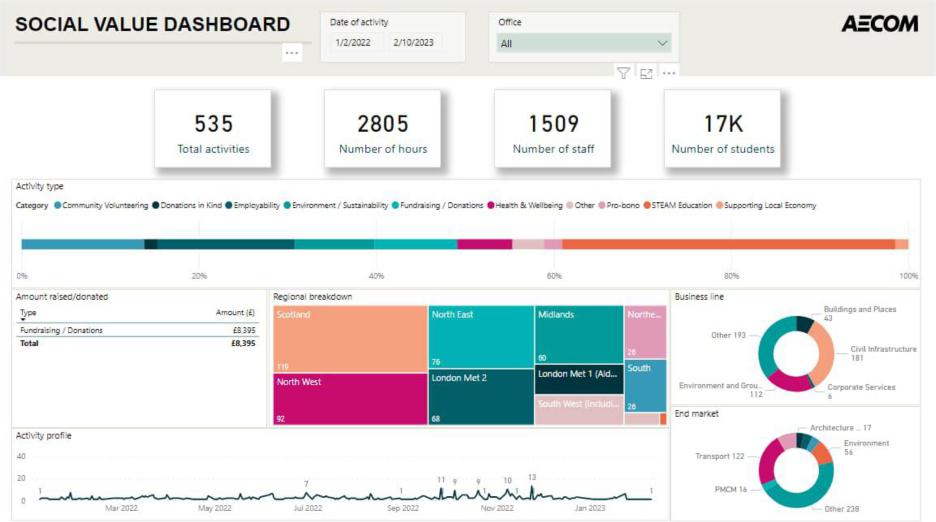
**Appendix A**

**Social Value Method Statement**

Social Value is embedded in everything we do. Being committed to delivering Social Values, we prioritise these 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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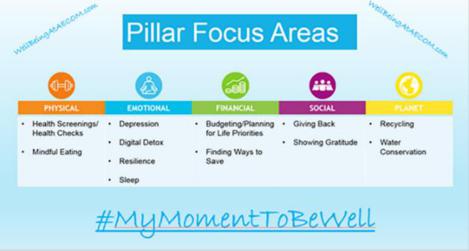


**Annual Company-wide Wellbeing Activities**

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.

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| [**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. |  |

**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.

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|  | **Freedom to Grow**  AECOM’s employees are offered Freedom To Grow through an adaptable and supportive work  culture. | |
| 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.

|  |  |  |
| --- | --- | --- |
| 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

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**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:

|  |  |
| --- | --- |
| **PEOPLE**  **CULTURE** | **We attract, retain and develop talent from different backgrounds, worldviews and ways of 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 a more welcoming culture, engaging employee groups to drive change, and ensuring company policies, procedures and practices collectively uphold ED&I. |

|  |  |
| --- | --- |
| **CAPABILITY** | **We deliver solutions that prioritize the social impact of equity, diversity and inclusion** by 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.

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.

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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**

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 Health  Safety 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 Report |

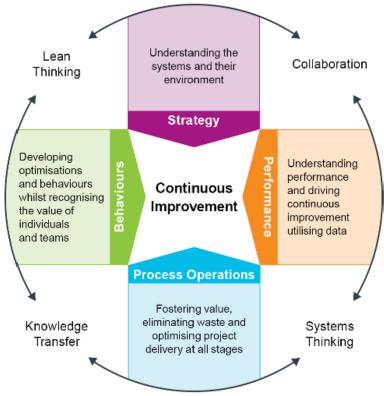
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|  |  | Quarterly reporting to include Social Value |
| 4 | LFE | Learning From Experience workshop to include the review of the Social Value metrics and their impact on the contract. |

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





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

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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**Social Value Policy**

**Purpose**

**The porky defines the areas arid activities that AECOMS UK and Ireland business will focus on as part of our commrtnic-nt to heip our clients improve the social economic and environmental wellbeing of the cornmunites we serve.**

**Policy**

**At AECOM Social Value is embedded in our purpose built fo ofehver a** *better world .* **Through our role as a global inutudisciplinary consultancy. we help clients ensure that the work we do in partriershap leaves a positive, tasting impact for communities and our planet. We do this In accordance with The Public Services (Social *Value)Act* 2012, The Procurement Reform (Scotland) Act 2014 The Wellbeing of Future Generations (Wales) Act 2015 and the Procuring Policy Note 01121 Scoring Social Value Policy (Northern Ireland I**

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

**Every memitw of slat? n AECOM plays a part in delivering Soule Value. They are supported with paid Socal Vail\* 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 v'ie the world and project opportunities through a Social Value lens and this puts us in the best position to deliver s,ist,hatre legates 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**

**lnspinng engaging and providing employment**

**opportunities for those in disadvantaged groups towards careers in our industry.**

**Developing partnerships with local educational bodies and charities to provide additional support for curnculum 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**

**2\_ Supporting growth of the local economy**

**Providing opportunities for small medium mluo-sized businesses minonty owned businesses and social enterprises.**

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

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

**Procunng goods *arid* services locally wnerever possible**

1. **Healthier and resilient communities**

**Releasing our employees to volunteer to work with local chantes and groups to deliver meaningful benefits for communities**.

**Working 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 Nan AECOM gbbai corporate targets**

**Reducing local pollution within communities to contnbute to improved health**.

**Enhancing green spaces and contributing to biodiversity net 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**

**Captunng, 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 *of* ou Policy**

**Social Value is part of our leaderahip team governance. with regular reporting of progress to the CEO.**

**Review and Communication**

**This poky and subordinate procedures will be regularly reviewed It MI be published in the Ecosystem IMS**

**14" February 2022**

**C.AECOM ftesulccee**

**Sacra *Value Policy -* OJRAI LIM )O3U1O-002-PL 1)**

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**Appendix B**



**CVs for Delivery Team Staff**

We have included CVs for all PC team members.

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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.

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Perfect Circle JV

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| Scape contract filing  ***Redacted***  Security Level: Email, Account Authentication (None)  **Electronic Record and Signature Disclosure:** Not Offered via DocuSign |  | Sent: 20/7/2023 | 08:31 |

**Witness Events Signature Timestamp**

**Notary Events Signature Timestamp**

**Envelope Summary Events Status Timestamps**

Envelope Sent Hashed/Encrypted

Envelope Updated Security Checked

Envelope Updated Security Checked

Envelope Updated Security Checked

Envelope Updated Security Checked

Certified Delivered Security Checked

Signing Complete Security Checked

Completed Security Checked

|  |  |
| --- | --- |
| 19/7/2023 | | 10:03 |
| 19/7/2023 | | 10:57 |
| 19/7/2023 | | 10:57 |
| 19/7/2023 | | 12:27 |
| 19/7/2023 | | 15:20 |
| 20/7/2023 | | 08:28 |
| 20/7/2023 | | 08:31 |
| 20/7/2023 | | 08:31 |

**Payment Events Status Timestamps**

**Electronic Record and Signature Disclosure**

Electronic Record and Signature Disclosure created on: 7/1/2019 | 09:42

Parties agreed to: ***Redacted***

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electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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1. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
2. send us an email to ***Redacted*** and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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* You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
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