



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

BETWEEN

1. the *Client*

Defence Infrastructure
Organisation

of

Address for
communications

DIO HQ
St Georges House
DMS Whittington
Lichfield
Staffordshire WS14 9PY

2. the

Consultant

Perfect Circle JV
Ltd

whose registered office is

Address for
communications

Halford House
Charles Street
Leicester
LE1 1HA

Telephone **REDACTED**

Telephone **REDACTED**

Address for
electronic
communications

REDACTED@mod.gov.uk

Address for
electronic
communications

REDACTED@aecom.com

FOR THE
SERVICES OF

Further Phase of Audit of Asset Data across DIO
Estate,

Commission Name

DIO Utilisation 2 (Utilisation Project Enhancements)

Commission No.

4590

Introduction

NEC3 Professional Services Contract – Option G

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

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

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

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

Whereas:

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

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

IT IS AGREED as follows:

1. The *Consultant's* Obligations

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

2. The *Employer's* Obligations

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

Contract Data and Service Information

Information provided by the Parties

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

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

Main Contract Data:

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

Contract Data Provided by the Client:

Contract Data Provided by the Consultant:



Additional Contract Data provided by the parties.

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

Ref	Item Description	Attach
001	Service Request Proposal	

Continues

Contract Data and Service Information

Additional Contract Data provided by the parties.

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

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

Ref	Item Description	Attach



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

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

.....
Authorised Signatory

REDACTED
.....

Full name
.....

Position/title

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

OR Authorised Signatory

Executed as a simple contract (under hand) by
REDACTED
.....

as attorney for
Perfect Circle JV Ltd
under a power of attorney

Full name

Position/title

dated

Term Service Delivery Agreement
(NEC3 Professional Services Contract)

Main Contract Data

Contract Data: Part One – Data provided by the Employer

1. General

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

- The *Employer* is

Name: **Defence Infrastructure Organisation**
Address: **DIO HQ, St Georges House, DMS Whittington,
Lichfield, Staffordshire WS14 9PY**
Telephone: **REDACTED**
E-mail address: **REDCATED@mod.gov.uk**

- The *Adjudicator* is

Name: **Not named**
Address: **N/A**
Telephone: **N/A**
E-mail address: **N/A**

- The *services* are **further Phase of Audit of Asset Data across DIO Estate**
- 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 **6** years following Completion or earlier termination
- The *Adjudicator nominating body* is **the Royal Institution of Chartered Surveyors**
- The *tribunal* is **the Courts**
- The following matters will be included in the Risk Register;
 - **To be agreed at Task Order level**

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

¹ See additional conditions of contract below.

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2. The Parties' main responsibilities

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

access to	access date
Site – as scheduled in the SoR	Receipt of Task Order
Building – as scheduled in the SoR	Receipt of Task Order
Site Manager – various across sites	Receipt of Task Order
Reports/Records – ass issued by Client under SoR Scope	Receipt of Task Order

3. Time

- The starting date is **1st October 2022**
- 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 <i>services</i> or earlier termination
Liability of the <i>Consultant</i> 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	6 years

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death or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	£10,000,000* in respect of each claim, without limit to the number of claims	6 years
death or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The greater of the amount required by law and £10,000,000 in respect of each claim, without limit to the number of claims	6 years

* 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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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 **30th April 2023**

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

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

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

- The *key dates* and *conditions* to be met are **None**

<i>condition</i> to be met	<i>key date</i>
1.	
2.	
3.	

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

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

The total period for payment after receipt of invoice is **21 days**²

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

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

Item	amount
None unless stated in individual Task Orders	

If Option G is used

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

(date) If Option X1 is used

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

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

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If Option X2

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

If Option X8 is used

- The *collateral warranty agreements* are

agreement reference	third party
N/A	

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

Agreement] If Option X18 is used

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

- o **£5,000,000***

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

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

- o **£5,000,000***

- The end of liability date is **6** years after Completion of the whole of the services.

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

If Options Y(UK)3 is used

- Term person or organisation
- None** **None**

Optional clause Z4.0 – Information Modelling does not apply

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

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

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Option Z: ADDITIONAL CONDITIONS OF CONTRACT

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

Z1.0 Core Clause amendments

1 General

- 11.2 (2) Add further bullet point:
- 'provided or procured all Collateral Warranties which the *Consultant* is then obliged under this contract to provide or procure.'
- 11.2(13) At the end of the sentence add:
- 'Appropriately spent excludes time;
- spent on activities included within the Commercial Inclusions Tables contained in the Pricing Procedures of the Framework Agreement,
 - not justified by the *Consultant's* accounts and records,
 - that should not have been paid to a Subconsultant or supplier in accordance with its contract,
 - was incurred only because the *Consultant* did not
 - follow an acceptance or procurement procedure stated in the Scope,
 - give an early warning which the contract required it to give or
 - give notification to the *Employer* of the preparation for and conduct of an adjudication or proceedings of a tribunal between the *Consultant* and a Subcontractor or supplier,
- and the cost of
- activities included under the Employer Proposed Appointment Charge of the Framework Agreement,
 - correcting Defects after Completion,
 - correcting Defects caused by the *Consultant* not complying with a constraint on how it is to Provide the Service stated in the Scope,
 - for staff not used to Provide the Service (after allowing for reasonable availability and utilisation), and
 - preparation for and conduct of an adjudication or proceedings of the *tribunal* between the Parties.'
- 11.2(20) Delete the second bullet point and replace with:
- 'the lump sum price for the Task Schedule for each other item. Where marked accordingly, these lump sum prices may be calculated from applying a stated 'Charge' percentage from the Task Schedule to a forecast or estimated construction project value to establish a single or series of lump sum prices.'
- 11.2(26) Insert a new clause 11.2(6):
- 'Framework Agreement is the framework agreement between Scape Procure Limited and the *Consultant* dated 29th January 2021.'
- 11.2(27) Insert a new clause 11.2(27):

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

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

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

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

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

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

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

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

'Cladding Claim shall mean any claim in respect of:

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

12.4 Insert at the end:

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

12.5 Insert a new clause 12.5:

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

13.9 Insert a new clause 13.9:

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

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

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

14.1 Add after the final sentence:

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

19. Insert a new Clause 19:

Data Protection

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

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

2 The Parties' main responsibilities

21. Amend as follows:

21.2 Delete and replace with:

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

21.5 Insert a new clause 21.5:

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

21.6 Insert a new clause 21.6:

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

24.5 Insert a new clause 24.5:

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

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

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

24.6 Insert a new clause 24.6:

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

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

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26 Insert a new clause 26:

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

5 Payment

50.3 Insert at the end of the second bullet point:

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

51.6 Insert a new clause 51.6:

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

6 Compensation events

63.10 At the end of the sentence add:

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

63.19 Insert a new clause 63.19:

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

8 Indemnity insurance and liability

81.1 Amend the insurance table:

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

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

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

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

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

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

84 Insert a new clause 84:

If the Consultant does not insure

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

85 Insert a new Clause 85:

Insurance by the Employer

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

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

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

90.5 Insert a new clause 90.5:

The Public Contracts Regulations 2015

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

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

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

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

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

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

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

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

Z2.0 Secondary Option Clause amendments

None

Z3.0 Statutory Clause amendments

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

Y2.2 delete clause and replace with the following:

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

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

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

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

Z5.0 DEFCON Conditions

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

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

Term Service Delivery Agreement
(NEC3 Professional Services Contract)

Main Contract Data

Contract Data: Part Two – Data provided by the Consultant

Statements given in all contracts:

- The *Consultant* is

Name: **Perfect Circle JV Ltd**

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

Telephone: **0345 045 0050**

Mobile: **REDCATED**

E-mail address: **REDCATED@aecom.com**

- The *key people* are

Name

REDCATED

Job

Director, Client Account Manager

Responsibilities

Client Care and overall responsibility for service delivery

Qualifications

ARB, RIBA, IWFM

Experience

20+ years

Name

Job

Responsibilities

Qualifications

Experience

The Lead Partner is

AECOM Ltd

- The *staff rates* are

category of person:

Hourly
Rate** (£)

Project Management & Quantity Surveyin

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

Commercial Surveyin

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

Term Service Delivery Agreement
(NEC3 Professional Services Contract)

Main Contract Data

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

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

** 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 the anniversary of the Framework Agreement i.e., 5th January.*

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 REDCATED **** %

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

Term Service Delivery Agreement
(NEC3 Professional Services Contract)

Main Contract Data

Annex 1 – Service Request Form

Term Service Delivery Agreement
(NEC3 Professional Services Contract)

Main Contract Data

Appendix 1 – DEFCONS

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

DEFCONS

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

Service Request Proposal

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

This Service Request Proposal is formed of 4 parts:

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

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

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

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

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

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

Part A - Outline Service Requirements

Client Name	Defence Infrastructure Organisation		
Commission No.	4590	Commission Name (Title)	DIO Utilisation 2 (Utilisation Project Enhancements) - Term Service
Commission Description	Further Phase of Audit of Asset Data across DIO Estate.	Commission Postcode	SP11 8HJ
Client Contact Name	REDCATED	Client Contact Email	REDCATED @mod.gov.uk
Client Contact Position	Assistant Head Infrastructure Optimisation	Client Contact Telephone Number	REDCATED
Lead Partner - Company Name	<u>AECOM</u>	Commission Lead Contact Name	REDCATED
Commission Lead Contact Email	REDCATED @aecom.com	Commission Lead Contact Mobile	REDCATED
Main Contract Type	Option G NEC3 Professional Service Contract (Term Service DA)	Commission Region	National
Client estimated budget for Commission £	450,000.00	Lead Partner's NEC3 Project Manager	REDCATED
Client anticipated start date	01 Nov 2022	Client anticipated end date	31 Mar 2023
Has a Client's draft/outline programme been appended?	No		
Other Document Upload 1			
Other Document Upload 2			
Other Document Upload 3			
Has a Client's Project Brief been appended?	No		
Has a Scheme Layout been appended?	No		
Are there Client Proposed Organisations?	No		

Part B - Pre-Engagement Activity Checklist

Are Pre-Engagement Matters required? No

Part C - Detailed Service Requirements

- 1.1 Project Overview/Background
- The project is to facilitate a consolidated understanding of portfolio asset data across Army, RAF and Navy sites as scheduled by the DIO in the SoR.
- Initially to review held asset data via virtual review with the sites, followed by onsite additional data collection and review as directed over the course of the programme.
- Initial Task order to undertake virtual review of Army operational sites and to be followed by a series of Task orders for identified site types and designation.
- This is a continuation of the first phase of studies under commission no. 3574 and at the request of the Client a new contract is required to continue these services.
- 1.2 Objectives/Outcomes
- To build on the collated asset data held within the DIO and to increase the accuracy of DIO operational planning by provision of updated and verified audit.
- 2.0 Health, Welfare, Safety, Environment and Sustainability Considerations
- Initially as the exercise is virtual, there are no specific issues to raise. All resource will be adequately cleared for the role and the use of virtual survey will improve the ultimately sustainability of the project over its duration.
- 3.0 Value for Money Statement
- Moving the original audit to a virtual platform, underpinned by focused site attendance has offered improvement in VfM over the originally scoped delivery method. It provides for improved Cost / Efficiency and Effectiveness as project controls are centrally logged and monitored over the duration.

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) 4) Working with stakeholders

Value for Money Driver (3) 8) Collaborative working

Client specific Value for Money Driver

4.0 Sub-consultant Selection and Competitive Tender Award Criteria

Not application to this commission.

5.0 Appointment of Principal Designer

Not application to this commission.

6.0 Task Schedule

Please refer to Appendix C.

7.0 Delivery Team

Not required at present, but can be provided as requested for specific specialist tasks.

Delivery Team - document upload

Delivery Agreement Professional Services Contract Model

8.0 Delivery Agreement Professional Service Contract Model. A description of the contracting options available to you can be found in Appendix B.

We are proposing that this appointment is placed using the following:

Option G NEC3 Professional Service Contract (Term Service DA)

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".

The four Model Delivery Agreements available are:

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

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

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

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

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

1: NEC4 Professional Services Short Contract (PSSC)

The PSSC is simplified version of the Professional Services Contract which is suitable for less complex appointments.

The PSSC is for use on commissions that impose only low risks on both the client and the Consultant.

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

Priced Contract with Activity Schedule

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

The Client carries some risk through the compensation event procedures.

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

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

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

Target Contract

A target fee contract in which the financial risks (savings or over-spend) are shared by the Client and the

Consultant. The Consultant's share percentages and the share ranges are:

Share range	Consultant's Share Percentage
Less than 95%	10%
From 95% to 100%	40%
From 100% to 102.5%	40%
Greater than 102.5%	100%

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

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

4: NEC3 Professional Service Contract Option G

Term Contract

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

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

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

Summary

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

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

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 this	Perfect Circle has been appointed to undertake a facilitated audit of DIO data in prescribed sites across the portfolio. To report on
Information	data and to support DIO in validation of the collected asset data.
	This is a continuation of the first phase of studies under commission no. 3574 and at the request of the Client a new contract is required to continue these services and further identified Tasks.

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.

Task Schedule						
Task No	Task Description	Location	Services	Estimated Start Date	Estimated End Date	Indicative Fee Value £
0	0 - Dashboard 1 Data update / BAU modifications	National	Building Surveyor, Non-Core, Project Manager	01 Nov 2022	30 Nov 2022	REDCATED
1A	Revision – Issue – Comments – Final Issue – SAS (TC)	National	Building Surveyor, Non-Core, Project Manager	01 Nov 2022	30 Nov 2022	REDCATED
1B	Development	National	Building Surveyor, Non-Core, Project Manager	01 Nov 2022	30 Nov 2022	REDCATED
2A	2A - Dashboard 2 DIO (JP) to compile meaningful data – iDEA to revise dashboard – MS Teams meeting – DIO Sign Off – SAS (TC) and iDEA (TC)	National	Building Surveyor, Non-Core, Project Manager	01 Dec 2022	31 Jan 2023	REDCATED
2B	Revisions / Sign Offs	National	Building Surveyor, Non-Core, Project Manager	01 Jan 2023	31 Jan 2023	REDCATED
3A	3A - Dashboard 3 DIO (JP) to issue brief / information – Develop the storyboard – Workshop – Revision – Workshop – Sign Off – SAS / iDEA to build	National	Building Surveyor, Non-Core, Project Manager	01 Mar 2023	31 Mar 2023	REDCATED
3B	Develop & sign off	National	Building Surveyor, Non-Core, Project Manager	01 Mar 2023	31 Mar 2023	REDCATED
4	4 - Dashboard 1 Survey 20 named sites (AIR / NAVY)	National	Building Surveyor, Non-Core, Project Manager	01 Jan 2023	31 Mar 2023	REDCATED
5	Presentations to DIO Senior Management (2* level) – Enhancements from senior management inputs – SAS / iDEA	National	Building Surveyor, Non-Core, Project Manager	01 Jan 2023	31 Mar 2023	REDCATED

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)