



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

22/6/2023

BETWEEN

1. the *Client*

Department for Work and
Pensions

of

Address for
communications 1 Hartshead Square Sheffield
S1 2FP

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**

Address for
electronic
communications **REDACTED**

FOR THE
SERVICES OF

multi-disciplinary design consultancy services for the REEP Divestment
Programme

Commission Name

REEP Divestment

Commission No.

5361

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	
Doc 1	REEP Scope	
Doc 2	New Z Clauses	


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
Doc 3	CPO Approval	



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

Executed as a deed for and on behalf of
Department for Work and PensionsLI
by

)
)
)
21/6/2023

Authorised Signatory
REDACTED
Full name
Deputy Director
Position/title

REDACTED

22/6/2023
Witness/Authorised Signatory

Full name REDACTED

Position/title
Commercial Lead
Address

X Executed as a deed for and on behalf of
Perfect Circle JV Ltd
by REDACTED

OR
Executed as a deed by
Perfect Circle JV Ltd
under a power of attorney
dated

)
)
21/6/2023
Authorised Signatory
as attorney for
Full name
Director
Position/title

REDACTED

In the presence of:

21/6/2023
Witness

REDACTED
Full name REDACTED

Position/title
Scape Framework Administrator
Address

**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:	Department for Work and Pensions
Address:	1 Hartshead Square Sheffield S1 2FP
Telephone:	REDACTED
E-mail address:	

• 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 the REEP Divestment Programme**
- The Scope is in **the Service Request Form annexed to this contract**
- The *language* of this contract is **English**
- The *law* of the contract is the law of **England and Wales**
- The *period for reply* is **2 weeks**
- The *period for retention* is **12 years** following Completion or earlier termination
- The *Adjudicator nominating body* is **the Royal Institution of Chartered Surveyors**
- The *tribunal* is **the Courts**
- The following matters will be included in the Risk Register;
 - **To be agreed at Task Order level**

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

¹ See additional conditions of contract below.



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 **30/05/2023**
- 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 <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.	REDACTED 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	12 years



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>	£ REDACTED claim, without limit to the number of claims	12 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 REDACTED claim, without limit to the number of claims	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 **REDACTED in the aggregate**.

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

N/A at Service Request stage. and such other low risk, low value Services that are instructed by the Client as Compensation Events	The amount and basis of professional indemnity insurance provided by the Subconsultant(s).
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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 **31/03/2025**

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

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

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

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

<i>condition</i> to be met	<i>key date</i>
1. None	
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 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*.

**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/AddressTelephone: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

- **REDACTED***

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

- **REDACTED***

- 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

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 **REDACTED** to lower levels offered by Supply Chain. This must be agreed in advance with the *Employer* at Service Request stage.



4.44.1 II.41.41.1.I VIL.1 IIV4V/

If Options Y(UK)3 is used

- Term person or organisation
None None

If Options Y(UK)1 and Y(UK)3 are both used

- Term person or organisation
The provisions of Option vn IIeN1 Named Suppliers

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

**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.

New Z clauses:**Z1.2 Insert a new clause 1.2:**

"The Security Requirements set out in "Contract Schedule 1 – The Statement of Requirements and Scope – Annex 2 will apply." "Perfect Circle's (PC) Business Management System (BMS) is certified to ISO 9001, 45001, 44001 and Constructionline. In addition, the PC BMS is aligned to ISO 27001 and its scope is included within third party audits which are undertaken in our Head Office which we co-share with Pick Everard whose BMS is certified to ISO 27001. Perfect Circle also has Cyber Essentials and Cyber Essentials Plus certification. Nicola Thompson, who is Perfect Circles Head of Central Framework Team, oversees all third-party certification for Perfect Circle as well as Pick Everard. Perfect Circle will operate the appointment in accordance with DWP's Security Policy and shall procure that any Sub-consultant (Gleeds Cost Management and Del Bosque) shall comply with ISO/IEC 27001 in relation to the services during the Contract." The Contract Schedule 1 – The Statement of Requirements and Scope is attached under Doc 1.

Z28.8 The *Client* and the *Consultant* shall exchange all orders, invoices, claims and payments via electronic methods.

Z28.9 The following information may be required independently from the *Consultant* in order to verify invoices and shall be provided before or at the same time that an invoice or other claim for payment is submitted by the *Consultant* to the *Client*:

- a) records of any Time Charge or other charge determined by reference to *staff rates*, including in relation to any Task Order issued under time charges and/or where applicable in respect of compensation events. Such records shall be in the form of timesheets and/or such other evidence of time spent that the *Client* shall reasonably require and shall be broken down according to each Task to which they relate (including details of the specific Task to which each time entry relates);
- b) the *Client* reserves the right to request all records required under Clause 21 of the Agreement to evidence completion of relevant activities as detailed within The Client's Statement of Requirements and Scope as requested in the Task Order issued under fixed price,

and shall be sent to the person or such replacement person that the *Client* shall notify.

Z28.10 The *Consultant* permits the *Client* and any person authorised on the *Client's* behalf to examine documents held or controlled by the *Consultant* or any employee, Subcontractor or supplier of the *Consultant*.

Z29 Amendments to the Secondary Option Clauses – X11 (Termination by the *Client*)

Z29.1 Option X11.2: delete "and A3" and replace with "and any sums due pursuant to clause X11.3".

Z29.2 New Option X11.3: insert new option: The amount due on termination pursuant to X11.1 includes the *fee percentage* applied to any excess of the value of authorised and instructed Task Orders as at the date of termination over the Price for Service Provided to Date.

Z1.0 Core Clause amendments



1	General
11.2 (2)	<p>Add further bullet point:</p> <ul style="list-style-type: none"> • ‘provided or procured all Collateral Warranties which the <i>Consultant</i> is then obliged under this contract to provide or procure.’
11.2(13)	<p>At the end of the sentence add:</p> <p>‘Appropriately spent excludes time;</p> <ul style="list-style-type: none"> • spent on activities included within the Commercial Inclusions Tables contained in the Pricing Procedures of the Framework Agreement, • not justified by the <i>Consultant’s</i> accounts and records, • that should not have been paid to a Subconsultant or supplier in accordance with its contract, • was incurred only because the <i>Consultant</i> did not <ul style="list-style-type: none"> - 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 <i>Employer</i> of the preparation for and conduct of an adjudication or proceedings of a tribunal between the <i>Consultant</i> and a Subcontractor or supplier, <p>and the cost of</p> <ul style="list-style-type: none"> • activities included under the Employer Proposed Appointment Charge of the Framework Agreement, • correcting Defects after Completion, • correcting Defects caused by the <i>Consultant</i> 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 <i>tribunal</i> between the Parties.’
11.2(20)	<p>Delete the second bullet point and replace with:</p> <p>‘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.’</p>
11.2(26)	<p>Insert a new clause 11.2(6):</p> <p>‘Framework Agreement is the framework agreement between Scape Procure Limited and the <i>Consultant</i> dated 29th January 2021.’</p>
11.2(27)	<p>Insert a new clause 11.2(27):</p> <p>‘Framework Commercial Model as included in the Framework Agreement between Scape Procure Limited and the Consultant dated 29th January 2021.’</p>
11.2 (28)	<p>Insert a new clause 11.2(28): ‘Data Protection Legislation means:</p> <ol style="list-style-type: none"> i. the UK GDPR (as that term is defined in the Data Protection Act 2018)) and any applicable national implementing laws as amended from time to time; and



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

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

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

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

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

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

'Cladding Claim shall mean any claim in respect of:

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

12.4 Insert at the end:

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

12.5 Insert a new clause 12.5:

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

13.9 Insert a new clause 13.9:

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

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

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

14.1 Add after the final sentence:

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

19. Insert a new Clause 19:

Data Protection



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

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

2 The Parties' main responsibilities

21. Amend as follows:

21.2 Delete and replace with:

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

21.5 Insert a new clause 21.5:

'The *Consultant* checks the Scope provided by the *Employer* and satisfies itself that its own provision of the *service*, including any proposals, designs and Scope or specification documents for a subsequent



construction contract meet the *Employer's* Scope with no discrepancy. Where there is ambiguity, inconsistency or conflict between these documents the *Employer's* Scope will prevail.'

21.6 Insert a new clause 21.6:

'The *Consultant* performs the Service in accordance with 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.'

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.'



-
- 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 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
- 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

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

(a) 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).

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

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

X1.2 Price adjustment

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.

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;

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



- 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.

**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: **REDACTED**E-mail address: **REDACTED**

- The *key people* are

Name

REDACTED

Job

Client Account Manager

Responsibilities

Client Care and overall responsibility for service delivery

Qualifications

Director

Experience

Name

Job

Responsibilities

Qualifications

Experience

The Lead Partner is

Gleeds Cost Management Ltd

- The *staff rates* are

category of person:

Project Management & Quantity Surveying	Hourly Rate** (£)
Technical Director	REDACTED
Associates/Principal Consultant	
Senior Consultant	
Consultant	
Senior Technician	
Technician/Graduate	

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

Commercial Surveyin	Hourly Rate** (£)
Technical Director	REDACTED
Associate/Principal Consultant	
Senior Consultant	
Consultant	
Senior Technician	
Technician/Graduate	

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



Architectural Design, Mechanical Engineer, Electrical Engineer, Structural Engineer & Building Surveying	Hourly Rate** (£)
Technical Director	REDACTED
Associate/Principal Consultant	
Senior Consultant	
Consultant	
Senior Technician	
Technician/Graduate	

** 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 as stated in Task Orders
- **** 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 <u>Information Execution Plan</u> is identified in the <u>Contract Data</u>	The <u>Information Execution Plan</u> identified in the <u>Contract Data</u> is to be provided within one month of the <u>Contract Date</u>
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Annex 1 – Service Request Form

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	Department for Work and Pensions		
Commission No.	5361	Commission Name (Title)	Term Service Contract - REEP Divestment Programme
Commission Description	REEP Divestment	Commission Postcode	LS2 7UA
Client Contact Name	REDACTED	Client Contact Email	REDACTED
Client Contact Position	Commercial Lead -CD Estates Projects and Furniture	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 £	5,095,000.00	Lead Partner's NEC3 Project Manager	REDACTED
Client anticipated start date	30 May 2023	Client anticipated end date	31 Mar 2025
Has a Client's draft/outline programme been appended?	No		

Other Document Upload 1 NEW Z Clauses .docx (27 KB)

Other Document Upload 2

Other Document Upload 3

Has a Client's Project Brief been appended? Yes If yes, upload document REEP Scope.pdf (182 KB)

If yes, please provide commentary

Has a Scheme Layout been appended? No

Are there Client Proposed Organisations? Yes

Document Upload 1 CPO Approval 20.06.2023.pdf (41 KB)

Document Upload 1 Comments

Document Upload 2

Document Upload 2 Comments

Document Upload 3

Document Upload 3 Comments

Part B - Pre-Engagement Activity Checklist

Are Pre-Engagement Matters required? No

Part C - Detailed Service Requirements

1.1 Project Overview/Background	<p>At the start of the Covid -19 pandemic, the Department for Work and Pensions (DWP) instigated a fast-track delivery plan to open 194 temporary Jobcentres as part of its Rapid Estate Expansion Programme (REEP). It also recruited 13,500 new Work Coaches in order to provide DWP claimants with the tailored face to-face support they may need. These new locations would offer Work Coach Support as a result of applications from people who have lost work amid the Covid-19 pandemic.</p> <p>The above locations were secured with short term leases and timings now dictate that these sites are either retained and developed or decommissioned and handed back to the landlord, this proposed programme of works will address the latter. The 194 locations are split into 2 main types, 'Traditional' and 'Instant Estate'.</p>
1.2 Objectives/Outcomes	Decommissioning of selected sites and successful handbook to the Landlord.
2.0 Health, Welfare, Safety, Environment and Sustainability Considerations	No BREEAM requirement or similar identified by the Client.
3.0 Value for Money Statement	<div><p>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.</p></div>
Value for Money Driver (1)	1) Speed of appointment and delivery
Value for Money Driver (2)	2) Access to specialist / local supply chains
Value for Money Driver (3)	8) Collaborative working
Client specific Value for Money Driver	None
4.0 Sub-consultant Selection and Competitive Tender Award Criteria	Del Bosque Limited are to be used as a Client Proposed Organisation.
5.0 Appointment of Principal Designer	Del Bosque Limited are to be used as a Client Proposed Organisation.
6.0 Task Schedule	See Appendix C
7.0 Delivery Team	Gleeds Cost Management Limited and Del Bosque Limited.
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 Services Contract (Term Service DA)
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Appendix A

Scope of Service: Not Used

Appendix B

NEC Professional Services Contract Options

Introduction

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.

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

Priced Contract with Activity Schedule

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

The Client carries some risk through the compensation event procedures.

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

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

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

Target Contract

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

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

Share range	Consultant’s Share Percentage
Less than 95%	REDACTED
From 95% to 100%	REDACTED
From 100% to 102.5%	REDACTED
Greater than 102.5%	REDACTED

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 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

Summary

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

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

Appendix 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	<p>At the start of the Covid -19 pandemic, the Department for Work and Pensions (DWP) instigated a fast-track delivery plan to open 194 temporary Jobcentres as part of its Rapid Estate Expansion Programme (REEP). It also recruited 13,500 new Work Coaches in order to provide DWP claimants with the tailored face to-face support they may need. These new locations would offer Work Coach Support as a result of applications from people who have lost work amid the Covid-19 pandemic.</p> <p>The above locations were secured with short term leases and timings now dictate that these sites are either retained and developed or decommissioned and handed back to the landlord, this proposed programme of works will address the latter. The 194 locations are split into 2 main types, 'Traditional' and 'Instant Estate'.</p>
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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 £
REEP - DB - 2023/24	Transaction & Lease Management, QS & Commercial Assurance, Principal Designer Role, Project Managers, National Programme Manager & Assurance Lead	Midlands	Non-Core, Project Manager, Quantity Surveyor	30 May 2023	31 Mar 2024	REDACTED
REEP - DB - FY 2024/25	Transaction & Lease Management, QS & Commercial Assurance, Principal Designer Role, Project Managers, National Programme Manager & Assurance Lead	Midlands	Non-Core, Project Manager	01 Apr 2024	31 Mar 2025	REDACTED
REEP - PMO - 2023/24	Project Management Office	Midlands	Project Manager	01 Jul 2023	31 Mar 2024	REDACTED
REEP - PMO - FY 2024/25	Project Management Office	Midlands	Project Manager	01 Apr 2024	31 Mar 2025	REDACTED

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)

Appendix 1 – Scope of Service

National Programme & Assurance Lead

Traditional & Instant Sites - Method (Generally)

The Programme & Assurance Lead will manage the roll-out and delivery of the national decommissioning programme to both Traditional and Instant sites. They will manage the timely delivery of project batches against the overall programme and within approved budget. Working with Facilities providers to achieve the overall objective of returning the site to the handover condition as agreed within the executed landlord lease conditions.

Outputs (Indicative)

Traditional Sites	Instant Sites
<ul style="list-style-type: none"> Generally, to co-ordinate, as required, all activities listed on the DWP 'Vacation Checklist'. 	<ul style="list-style-type: none"> Review the Decommissioning requirements pack and chair the Assurance sign off meeting with the programme Assurance team.
<ul style="list-style-type: none"> Check that the site scoping visit/ meeting is planned, managed, and agree decommissioning actions. 	<ul style="list-style-type: none"> Overview meetings, documentation and processes with the Instant team as required to facilitate the successful completion and handover of the project to the landlord.
<ul style="list-style-type: none"> Review the Principal Contractor strategy to return the sites to the handover condition agreed with the landlord lease. 	<ul style="list-style-type: none"> Organise and chair ad hoc project meetings with key Suppliers and Contractors, DWP service partners and professional services providers.
<ul style="list-style-type: none"> Approve the Decommissioning sign off report and chair the Assurance sign off meeting with the programme Assurance team. 	<ul style="list-style-type: none"> Overview/ Provide oversight of the decommissioning programme with the key objectives of providing cost proposals aligned with budgets and programme.
<ul style="list-style-type: none"> Manage Task Order/ order placement with Principal Contractor. 	<ul style="list-style-type: none"> Identify key items and issues that require discussion/ resolving or elevating to the DWP Senior Team.
<ul style="list-style-type: none"> Complete meetings, documentation and processes with the Principal Contractor as required to manage the successful completion and handover of the project to the landlord. 	<ul style="list-style-type: none"> Overview/ Collect, review, and interrogate project information from Instant and provide informed reporting to the DWP.
<ul style="list-style-type: none"> Check decommissioning checkpoint & actions report are completed and issued to Principal Contractor for their action. 	<ul style="list-style-type: none"> Overview/ Challenge and offer advice to the DWP such that key strategic decisions can be identified, considered, and implemented.
<ul style="list-style-type: none"> Organise and chair ad hoc project meetings with key Suppliers, Principal Contractor, DWP service partners and professional services providers. 	<ul style="list-style-type: none"> Overview the programme Risk and mitigation register.
<ul style="list-style-type: none"> Provide oversight of the decommissioning programme with the key objectives of providing cost proposals that are aligned with budgets and programme. 	<ul style="list-style-type: none"> Engage with the Project Management Office where specific advice or guidance is required to check that the necessary governance is being applied across all aspects of the decommissioning programme.
<ul style="list-style-type: none"> Identify key items and issues that require discussion/ resolving or elevating to the DWP Senior Team. 	<ul style="list-style-type: none"> Check that consistent standards are applied by Instant across the decommissioning programme.
<ul style="list-style-type: none"> Collect and review project information from Project Managers and provide informed reporting to the DWP. 	<ul style="list-style-type: none"> Overview the Defects & Sign-off procedures by Instant.
<ul style="list-style-type: none"> Challenge and offer advice to the DWP such that key strategic decisions can be identified, considered, and implemented. 	
<ul style="list-style-type: none"> Overview the active programme Risk and mitigation register. 	
<ul style="list-style-type: none"> Engage with the Project Management Office where specific advice or guidance is required in order to check that the necessary governance is being applied across all aspects of the decommissioning programme. 	
<ul style="list-style-type: none"> Check that consistent standards are applied across the decommissioning programme. 	

Transaction and Lease Management

Method (Generally)

Transaction Management / Landlord Engagement Services will undertake an initial lease/property data gathering and analysis exercise for all projects being de-commissioned and package up and arrange lease and landlord information for each specific REEP Traditional site. There will also be an ongoing programme requirement to liaise with Landlords as the programme progresses and close out.

Scope of Services (Indicative)

Traditional Sites	Instant Sites
<p>the site to the handover condition agreed contained within the landlord lease agreement.</p> <ul style="list-style-type: none"> • Inform correct strip out level/ guide by Project Manager. • Identify the key landlord milestone dates (i.e. Lease break notice / lease break) with Project Manager to allow to allow production of high level initial <u>check point programmes</u>. • Issue existing REEP site information pack (from previous programme) to Project Manager <u>decommissioning requirements pack</u>. • Liaise with Landlords (as and when required) regarding decommissioning <u>phases and progress</u>. • Negotiate and agree dilapidation settlement with Landlords (if required). (Employer to have decision making authority) 	<p>Role not applicable to the Instant Sites.</p>
<ul style="list-style-type: none"> • Generally, lead and co-ordinate all Landlord engagement to facilitate the successful hand back of Traditional REEP properties to landlord. 	

Project Management Office

Outputs (Indicative)

Traditional Sites	Instant Sites
<ul style="list-style-type: none"> • Generally, acting as Project Management Office in connection with the REEP to Decommissioning programme. 	<ul style="list-style-type: none"> • Generally, acting as Project Management Office in connection with the REEP to Decommissioning programme.
<ul style="list-style-type: none"> • Establish and maintain the governance arrangements for delivery of the REEP to Decommissioning programme. This will include, but is not limited to; <ul style="list-style-type: none"> ○ Governance forums ○ Governance forum attendees ○ Governance forum terms of reference and cadence ○ Design and establish a stage gate process 	<ul style="list-style-type: none"> • Establish and maintain the governance arrangements for delivery of the REEP to Decommissioning programme. This will include, but is not limited to; <ul style="list-style-type: none"> ○ Governance forums ○ Governance forum attendees ○ Governance forum terms of reference and cadence ○ Design and establish a stage gate process
<ul style="list-style-type: none"> • Manage stakeholders, taking account of their levels of influence and particular interests. 	<ul style="list-style-type: none"> • Manage stakeholders, taking account of their levels of influence and particular interests.
<ul style="list-style-type: none"> • Produce and maintain a Programme Plan. 	<ul style="list-style-type: none"> • Produce and maintain a Programme Plan.
<ul style="list-style-type: none"> • Coordinate Programme level risk and issue management. 	<ul style="list-style-type: none"> • Coordinate Programme level risk and issue management.
<ul style="list-style-type: none"> • Prepare and maintain a roles and responsibilities matrix. 	<ul style="list-style-type: none"> • Prepare and maintain a roles and responsibilities matrix.
<ul style="list-style-type: none"> • Prepare and maintain an overall resource schedule. 	<ul style="list-style-type: none"> • Prepare and maintain an overall resource schedule.

<ul style="list-style-type: none"> Interface with the Project Management Team. 	<ul style="list-style-type: none"> Interface with the Instant Programme and Project Management Team.
<ul style="list-style-type: none"> Prepare programme reports. Advise the Employer of any decisions required and obtain authorisation. 	<ul style="list-style-type: none"> Prepare programme reports. Advise the Employer of any decisions required and obtain authorisation.
<ul style="list-style-type: none"> Attend the monthly Programme Board meeting. 	<ul style="list-style-type: none"> Attend the monthly Programme Board meeting.
<ul style="list-style-type: none"> Attend meetings as required as part of the approved governance structure. 	<ul style="list-style-type: none"> Attend meetings as required as part of the approved governance structure.

Quantity Surveyor (QS) / Commercial Assurance

Traditional & Instant Sites - Method (Generally)

QS Commercial Assurance and QS Cost Management Services are required to manage the roll-out of commercial documents based on the agreed Decommissioning requirements pack to both Traditional and Instant sites. They will manage the timely delivery of commercial information to assist delivery to stay within budget insofar as reasonably practicable.

Outputs (Indicative)

Traditional Sites	Instant Sites
<ul style="list-style-type: none"> Review the Decommissioning requirements pack against the Employer approved Schedule of Rates and attend the Assurance sign off meeting with the programme Assurance team. 	<ul style="list-style-type: none"> Review the Decommissioning requirements pack and attend the Assurance sign off meeting with the programme Assurance team.
<ul style="list-style-type: none"> Overview meetings, documentation and processes with the Traditional team as required to facilitate works completion and handover of the project to the landlord. 	<ul style="list-style-type: none"> Overview meetings, documentation and processes with the Instant team as required to facilitate the successful completion and handover of the project to the landlord.
<ul style="list-style-type: none"> Complete site visits during the decommissioning project cycle as and when required to monitor progress of the works. 	<ul style="list-style-type: none"> Complete site visits during the decommissioning project cycle as and when required.
<ul style="list-style-type: none"> Overview/ Provide oversight of the decommissioning commercial programme with the key objectives of providing cost proposals aligned with budget. 	<ul style="list-style-type: none"> Overview/ Provide oversight of the decommissioning commercial programme with the key objectives of providing cost proposals aligned with budget.
<ul style="list-style-type: none"> Identify key items and issues that require discussion/ resolving or elevating to the DWP Senior Team. 	<ul style="list-style-type: none"> Identify key items and issues that require discussion/ resolving or elevating to the DWP Senior Team.
<ul style="list-style-type: none"> Overview/ Collect, review, and interrogate commercial information from the Principal Contractor and provide informed reporting to the DWP. 	<ul style="list-style-type: none"> Overview, collect and review commercial information from Instant and provide informed reporting to the DWP.
<ul style="list-style-type: none"> Engage with the Project Management Office where specific advice or guidance is required in order to check that governance is being applied across all aspects of the decommissioning programme. 	<ul style="list-style-type: none"> Engage with the Instant Project Management Office where specific advice or guidance is required in order to check that governance is being applied across all aspects of the decommissioning programme.
<ul style="list-style-type: none"> Check that consistent commercial standards are applied by the Principal Contractor across the decommissioning programme. 	<ul style="list-style-type: none"> Check that consistent commercial standards are applied by Instant across the decommissioning programme.
<ul style="list-style-type: none"> Overview Defects & Sign-off commercial procedures by the Principal Contractor. 	<ul style="list-style-type: none"> Overview the Defects & Sign-off commercial procedures by Instant.
<ul style="list-style-type: none"> Prepare initial budget estimate for DWP if required. 	<ul style="list-style-type: none"> Prepare initial budget estimate for DWP if required.
<ul style="list-style-type: none"> Advise on cost of the professional teams' proposals periodically including effects of site usage, alternate forms of design, procurement and construction. Advise on any cost variances to the allowances contained in the cost plan. 	<ul style="list-style-type: none"> Advise on cost of the professional teams' proposals periodically including effects of site usage, alternate forms of design, procurement and construction. Advise on any cost variances to the allowances contained in the cost plan.
<ul style="list-style-type: none"> Develop Costed Site Decommission Report with Project Manager. 	<ul style="list-style-type: none"> Review the Decommissioning requirements pack and attend the Assurance sign off meeting with the programme Assurance team.

<ul style="list-style-type: none"> • Prepare Bill of Quantities/Schedule of Rates/Activity Schedules or other pricing documents (excl. MEP BQ's) if required. 	<ul style="list-style-type: none"> • Liaise with the professional team and advise on errors, omissions, exclusions, qualifications and inconsistencies within the Instant project cost plan.
<ul style="list-style-type: none"> • Liaise with the professional team and advise on errors, omissions, exclusions, qualifications and inconsistencies between the tender documents and tenders received. Provide report and prepare recommendation for Client Approval. 	<ul style="list-style-type: none"> • Monitor the Instant project cost plan, cash flow forecast and projected final cost for the duration of the project.
<ul style="list-style-type: none"> • Develop and maintain the project cost plan, cash flow forecast and projected final cost for the duration of the project. 	<ul style="list-style-type: none"> • Visit site periodically to assess and monitor progress for purposes of assuring valuations and change control management.
<ul style="list-style-type: none"> • Visit site periodically to assess and monitor progress for purposes of interim valuation and change control management. 	<ul style="list-style-type: none"> • Prepare monthly cost assurance reports.
<ul style="list-style-type: none"> • Advise on the cost of variations, instructions (excluding claims for Loss & Expense). 	
<ul style="list-style-type: none"> • Prepare recommendations for payment. Advise the DWP regarding payment notices, payless notices, and similar notices of default. 	
<ul style="list-style-type: none"> • Prepare final account or similar financial statement. 	
<ul style="list-style-type: none"> • Prepare monthly cost reports. 	

Project Manager

Traditional Sites - Method (Generally)

On Traditional sites, Project Management Services will arrange the site scoping visits on site with the team and scope out/ agree both the works to be undertaken by the Principal Contractor and the co-ordination/ management of third parties which will drive contents of the Contractors Proposals to return the site to the handover condition as agreed with the landlord lease.

Instant Sites - Method (Generally)

On Instant sites the role will replicate the Core Team Project Manager Assurance role involving the review and sign off for key reports and ongoing assurance management of the Instant team including the project handover.

Outputs (Indicative)

<i>Traditional Sites</i>	<i>Instant Sites</i>
<ul style="list-style-type: none"> • Arrange and manage site scoping visit/ meeting and agree decommissioning actions with parties below: <ul style="list-style-type: none"> • DWP/ IT Digital • G4S • MITIE (Facilities providers) • Furniture Remover (possible Principal contractor - terms TBA) • Signage company (Principal Contractor) • Whitegoods removal (possible Principal Contractor - terms TBA) 	<ul style="list-style-type: none"> • Review the Decommissioning requirements pack with the programme Assurance team.
<ul style="list-style-type: none"> • Develop Costed Site Decommissioning Report (above) with Cost Manager. 	<ul style="list-style-type: none"> • Overview meetings, documentation and processes with the Instant team as required to facilitate the successful completion and handover of the project to the landlord.
<ul style="list-style-type: none"> • Produce detailed decommissioning checkpoint & actions report from the site scoping visit and issue to (Principal Contractor / Digital / G4S). 	<ul style="list-style-type: none"> • Complete site visits during the decommissioning project cycle as and when required.
<ul style="list-style-type: none"> • Facilitate the process with the Principal Contractor to produce a Scope of Works, Specification (if applicable), Costs and delivery programme (to return the site to the handover condition agreed with the landlord lease) which will form the Contractors Proposal (CP). 	<ul style="list-style-type: none"> • Organise and chair ad hoc project meetings with key Suppliers and Contractors, DWP service partners and professional services providers.

<ul style="list-style-type: none"> Review and comment on the Contractors Proposals (CP) with programme Assurance team. 	<ul style="list-style-type: none"> Provide oversight of the Instant project decommissioning programme with the key objectives of providing cost proposals are aligned with budget and programme.
<ul style="list-style-type: none"> Manage / administer building contracts / Task Order / order placement with DWP Category Management. 	<ul style="list-style-type: none"> Identify key items and issues that require discussion/ resolving or elevating to the Programme and Assurance lead.
<ul style="list-style-type: none"> Complete meetings, documentation and processes with the Principal Contractor as required to facilitate the successful completion and handover of the project to the landlord. 	<ul style="list-style-type: none"> Overview/ Collect, review, and interrogate project information from Instant and provide informed reporting to the Programme and Assurance lead.
<ul style="list-style-type: none"> Complete at least 1no. site visit during the decommissioning project cycle with Main Contractor. 	<ul style="list-style-type: none"> Overview/ Challenge and offer advice to the DWP such that key strategic decisions can be identified, considered, and implemented.
<ul style="list-style-type: none"> Complete at least 1no. site visit during handover/ completion project cycle. 	<ul style="list-style-type: none"> Produce and maintain an active programme Risk and mitigation register.
<ul style="list-style-type: none"> Raise & Issue Pre-Construction Services Agreement for Principal Contractor. 	<ul style="list-style-type: none"> Engage with the Instant Project Management Office where specific advice or guidance is required in order to check that governance is being applied across all aspects of the decommissioning programme.
<ul style="list-style-type: none"> Review Comment on Decommissioning Reports. 	<ul style="list-style-type: none"> Check that consistent standards are applied by Instant across the decommissioning programme.
<ul style="list-style-type: none"> Overview Defects & Sign-off procedures by Principal Contractor. 	<ul style="list-style-type: none"> Overview the Defects & Sign-off procedures by Instant.
<ul style="list-style-type: none"> Facilitate the process with the Principal Contractor to deliver projects on time, within budget, and to agreed standards. (Standards to be articulated by the Employer in the building contract) 	
<ul style="list-style-type: none"> Check that all existing REEP site information (inc Asbestos Survey report) is provided to and reviewed by the Principal Contractor and communicated to sub-contractors accordingly. 	
<ul style="list-style-type: none"> In conjunction with the Principal Designer (CDM), check the Principal Contractor has activity risk assessments and method statements in place. 	
<ul style="list-style-type: none"> In conjunction with the Principal Designer (CDM), check the Principal Contractor has suitable and sufficient resources to manage and operate safe site. 	
<ul style="list-style-type: none"> Chair and manage the progress meetings for each decommissioning project. Frequency to be agreed. 	
<ul style="list-style-type: none"> Provide progress reports/ updates to the Programme & Assurance Lead. 	
<ul style="list-style-type: none"> Organise and chair ad hoc project meetings with key Suppliers and Contractors, DWP service partners and professional services providers. 	
<ul style="list-style-type: none"> Review, mitigate and manage proposed changes in the agreed decommissioning project programme. 	
<ul style="list-style-type: none"> Where changes to the agreed programme are unavoidable then the Project Manager shall escalate to the Programme & Assurance Lead for review providing full details and recommended mitigation to reduce impact. 	
<ul style="list-style-type: none"> Liaise with other stakeholders to assess and impact proposed programme changes and consider these as part of the proposal / mitigation put forward for agreement. 	
<ul style="list-style-type: none"> Liaise with the Transaction Management / Landlord Engagement Services to check the relevant approvals are in place prior to commencement of the works. 	

- Overview the handover process between the contractors, DWP Estates and the end users.
- Overview the snagging / commissioning and handover meetings.
- Check that an agreed defects list is available for each project and that a timeframe for rectification is agreed with the Principal Contractor.
- Compile a project risk register and check that this is updated at regular intervals.
- Check that any project change proposed accurately records any impact on cost, programme, and design and that the information is provided to the Project Management Office as required to allow for the correct application of the project change control process.

Principal Designer

Traditional Sites - Method (Generally)

The Principal designer will:

- plan, manage, monitor and coordinate health and safety in the pre-construction phase. In doing so they will take account of relevant information (such as an existing health and safety file) that might affect design work carried out both before and after the construction phase has started.
- help and advise the client in bringing together pre-construction information, and provide the information designers and contractors need to carry out their duties.
- work with designers on the project to eliminate foreseeable health and safety risks to anyone affected by the work and, where that is not possible, take steps to reduce or control those risks.
- check that everyone involved in the pre-construction phase communicates and cooperates, coordinating their work wherever required.
- liaise with the principal contractor, keeping them informed of risks that need to be controlled during the construction phase.

Outputs (Indicative)

<i>Traditional Sites</i>	<i>Instant Sites</i>
<ul style="list-style-type: none"> • Plan, manage, monitor, and coordinate health and safety in the pre-construction phase. Incorporating all relevant information that might affect design work carried out both before and after the <u>construction phase has started</u>. • Help and advise the DWP in collating all pre-construction information, and provide the information to key parties and contractors to carry out their duties. • Work with any other designers on the programme to eliminate foreseeable health and safety risks to anyone affected by the work or take steps to reduce or control those risks. • Check that everyone involved in the pre-construction phase communicates and cooperates, <u>coordinating their programme work</u>. • Liaise with the Principal Contractor throughout the programme. 	<p>Role not applicable to the Instant Sites.</p>

Service Manager

- They are a suitably qualified person nominated by the Lead Partner to administer all supplier subcontracts, which includes preparing and issuing all contract documentation and warranties, issuing instructions and making decisions on behalf of Perfect Circle.
- The role is to attend meetings with suppliers to record progress, outputs and any issues resulting in the performance of the supplier's services. They record resolution of any issues and assist in maintaining the agreed program of deliverables. They maintain copies of all correspondence between the supplier and all other parties, keep copies of all outputs and deliverables and report on progress directly to the Lead Partner and Perfect Circle.

New Z clauses:

Z1.2 Insert a new clause 1.2:

"The Security Requirements set out in "Contract Schedule 1 – The Statement of Requirements and Scope – Annex 2 will apply." "Perfect Circle's (PC) Business Management System (BMS) is certified to ISO 9001, 45001, 44001 and Constructionline. In addition, the PC BMS is aligned to ISO 27001 and its scope is included within third party audits which are undertaken in our Head Office which we co-share with Pick Everard whose BMS is certified to ISO 27001. Perfect Circle also has Cyber Essentials and Cyber Essentials Plus certification. Nicola Thompson, who is Perfect Circles Head of Central Framework Team, oversees all third-party certification for Perfect Circle as well as Pick Everard. Perfect Circle will operate the appointment in accordance with DWP's Security Policy and shall procure that any Sub-consultant (Gleeds Cost Management and Del Bosque) shall comply with ISO/IEC 27001 in relation to the services during the Contract." The Contract Schedule 1 – The Statement of Requirements and Scope is attached under Doc 1.

Z28.8 The *Client* and the *Consultant* shall exchange all orders, invoices, claims and payments via electronic methods.

Z28.9 The following information may be required independently from the *Consultant* in order to verify invoices and shall be provided before or at the same time that an invoice or other claim for payment is submitted by the *Consultant* to the *Client*:

- a) records of any Time Charge or other charge determined by reference to *staff rates*, including in relation to any Task Order issued under time charges and/or where applicable in respect of compensation events. Such records shall be in the form of timesheets and/or such other evidence of time spent that the *Client* shall reasonably require and shall be broken down according to each Task to which they relate (including details of the specific Task to which each time entry relates);
- b) the *Client* reserves the right to request all records required under Clause 21 of the Agreement to evidence completion of relevant activities as detailed within The Client's Statement of Requirements and Scope as requested in the Task Order issued under fixed price,

and shall be sent to the person or such replacement person that the *Client* shall notify.

Z28.10 The *Consultant* permits the *Client* and any person authorised on the *Client's* behalf to examine documents held or controlled by the *Consultant* or any employee, Subcontractor or supplier of the *Consultant*.

Z29 Amendments to the Secondary Option Clauses – X11 (Termination by the *Client*)

Z29.1 Option X11.2: delete "and A3" and replace with "and any sums due pursuant to clause X11.3".

Z29.2 New Option X11.3: insert new option: The amount due on termination pursuant to X11.1 includes the *fee percentage* applied to any excess of the value of authorised and instructed Task Orders as at the date of termination over the Price for Service Provided to Date.

REDACTED

