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**TERM SERVICE**

**DELIVERY AGREEMENT**

**(NEC PROFESSIONAL SERVICES CONTRACT)**

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

|  |  |  |  |
| --- | --- | --- | --- |
| THIS AGREEMENT is made on | |  | |
| 25/7/2023 | |
| BETWEEN |  |  |  |
| 1. the *Client* | Defence Infrastructure | 2. the | Perfect Circle JV Ltd |
|  |  | *Consultant* |  |
|  | Organisation |  |  |

of whose registered office is

|  |  |  |  |
| --- | --- | --- | --- |
| Address for communications | Marlborough Lines  Monxton Road  Andover  SP11 8HJ | Address for communications | Halford House  Charles Street  Leicester  LE1 1HA |
|  |  |  |

Telephone ***Redacted***

***Redacted***

Telephone

|  |  |  |  |
| --- | --- | --- | --- |
| Address for electronic  communications |  | Address for electronic communications |  |
| ***Redacted*** | ***[Redacted](mailto:Jon.Elms@aecom.com)***  [m](mailto:Jon.Elms@aecom.com) |
|  |  |  |

|  |  |
| --- | --- |
| FOR THE SERVICES OF | Project Management & Technical Support services |

Commission Name Commission No.

|  |  |  |
| --- | --- | --- |
| JSP850 Technical Support Review BPS Net Zero Carbon |  | 5241 |

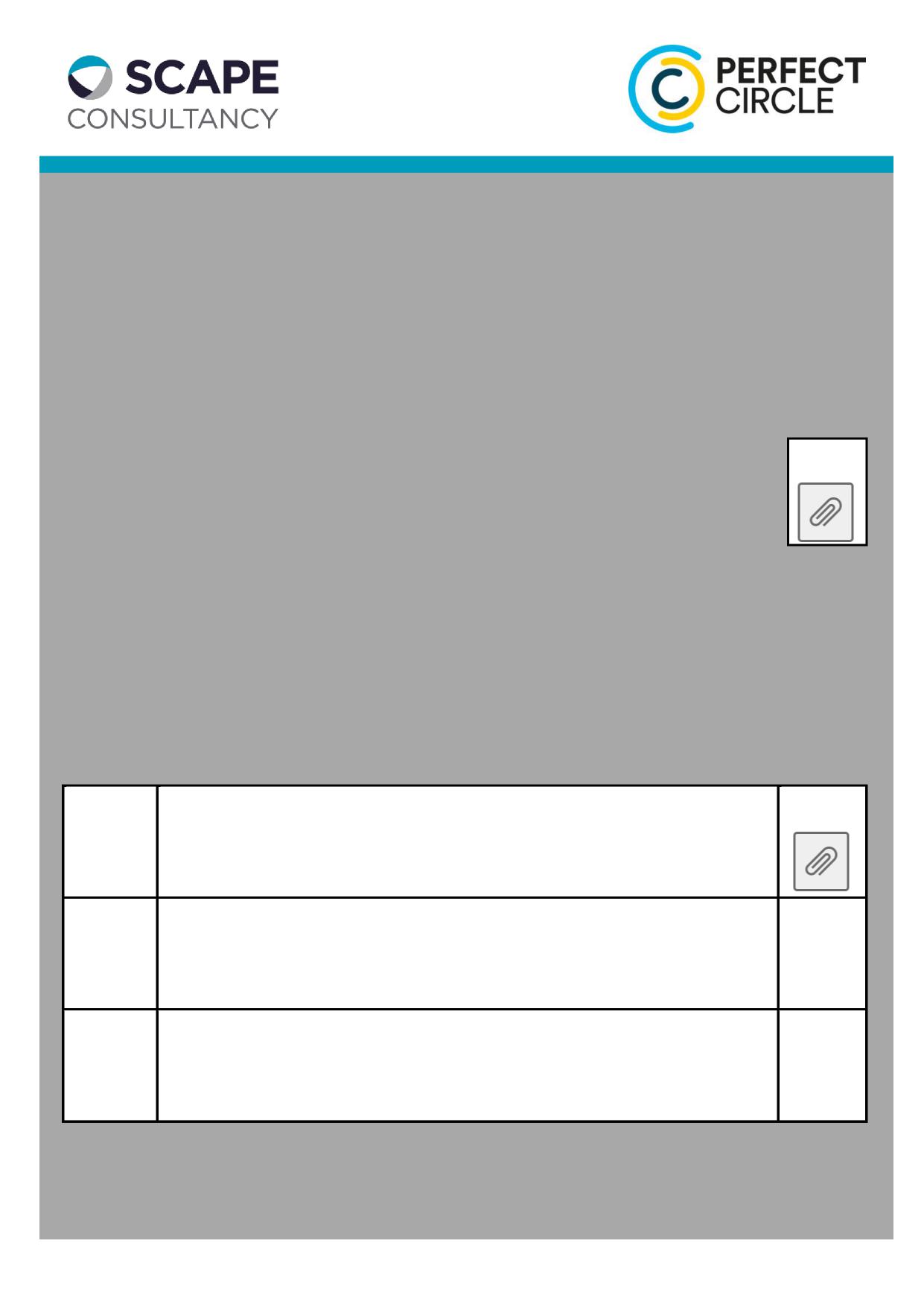
| 1 | SCAPE Consultancy framework Term Service Delivery Agreement Rev 4 01-04-2021

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|  |
| --- |
| **Introduction**  **NEC3 Professional Services Contract – Option G**  This Delivery Agreement incorporates the NEC 3rd edition Professional Services Contract April 2013 (the **NEC3 Professional Services Contract**).  Any subsequent amendments to the NEC3 Professional Services Contract shall apply to this Model Delivery Agreement, if agreed in writing by Scape and the Partner, but shall only be incorporated into Delivery Agreements executed after such amendments are published and their inclusion has been agreed accordingly with Scape.  The following rules apply to the incorporation of clauses into a Delivery Agreement:   1. The contract clauses are varied by the incorporation of option clauses, or a Z clause. 2. The Client has sole discretion to the choice of Contract Option and Secondary options as noted above 3. The Client shall act as the *Employer* in this contract 4. The ‘Client Proposed Appointment Charge’ from the Framework Commercial Model is shown as the ‘Employer Proposed Appointment Charge’ in this agreement 5. The *task schedule* must include the appropriate components of the Framework Commercial Model uplifted in accordance with the Framework Agreement, e.g. using the Uplift Percentage appropriate to the forecast value of the Delivery Agreement 6. *staff rates* must include the appropriate rates for the Service drawn from the Framework Commercial Model and uplifted in accordance with the Framework Agreement e.g. for regional adjustment factor appropriate to the location of services delivered under the Contract and the Uplift Percentage appropriate to the forecast value of the Delivery Agreement   **Whereas:**  This Delivery Agreement is made pursuant to the Framework Agreement dated 29th January 2021 made between Scape Procure Limited and the Perfect Circle JV Ltd (the ‘Framework Agreement’) and incorporates those provisions of the Model Delivery Agreement set out in the Framework Agreement.  When using this Delivery Agreement, the Partner and Client (as stated in the Framework Agreement) are the parties named as ‘Consultant’ and ‘Employer’ respectively.  **IT IS AGREED** as follows:   1. **The *Consultant’s* Obligations**   The *Consultant* provides the services and complies with his obligations, acting as the *Consultant* in accordance with the *conditions of contract* set out in the Contract Data herein.   1. **The *Employer’s* Obligations**   The *Employer* pays the amount of money and complies with its obligations in accordance with the conditions. |

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**Contract Data and Service Information**

**Information provided by the Parties**

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

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

**Main Contract Data:**

General Project Information,

Clauses Applicable to Main Options and Secondary options where applicable,

Data Pertaining to Optional (X) Clauses,

Y Clauses and Z Clauses where applicable.

Contract Data Provided by the Client:

Contract Data Provided by the Consultant:

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

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

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

**Ref Item Description Attach**

001

Service Request Proposal

**Continues**

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**Contract Data and Service Information**

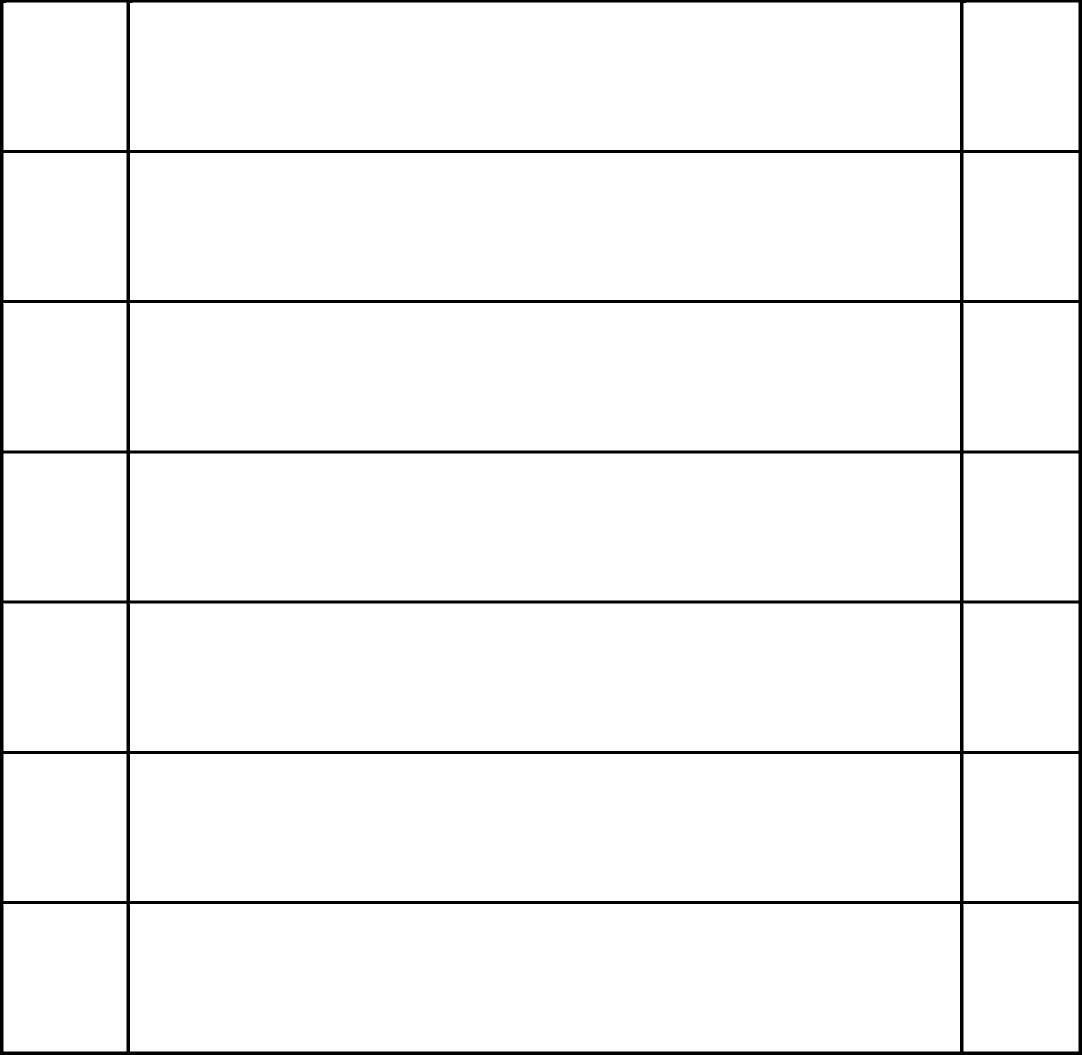


**Additional Contract Data provided by the parties.**

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

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

**Ref Item Description Attach**



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

***Redacted***

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

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

Defence Infrastructure Organisation )

by )

|  |  |
| --- | --- |
| ***Redacted*** | 25/7/2023 |

Authorised Signatory   
***Redacted***

Full name

***Redacted***

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** Full name

under a power of attorney

dated ***Redacted***

Position/title

X

19/7/2023

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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, X8, X9, X10, X11, X18, Y(UK)1, Y(UK)2, Y(UK)3 of the NEC3 Professional Services Contract April 2013.

* The *Employer* is

Name: **Defence Infrastructure Organisation**

Address: ***Marlborough Lines, Monxton Road, Andover, SP11 8HJ***

Telephone: ***Redacted***

|  |  |
| --- | --- |
| E-mail address: | ***Redacted*** |

* The *Adjudicator* is

Name: **Not named**

Address: **N/A**

Telephone: **N/A**

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

* The *services* are **Project Management & Technical Support services**
* The Scope is in **the Service Request Form annexed to this contract**
* The *language* of this contract is **English**
* The *law* of the contract is the law of **England and Wales**
* The *period for reply* is **2** weeks
* The *period for retention* is **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;

**o 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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Term Service Delivery Agreement   
(NEC3 Professional Services Contract)

**Main Contract Data**

2. The Parties’ main responsibilities

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

|  |  |
| --- | --- |
| access to | access date |
| **Sites within DIO estate where required** | **Upon Receipt of Task Order** |
| **Buildings within DIO estate where required** | **Upon Receipt of Task Order** |
| **DIO Subject Matter Experts (SMEs)** | **Upon Receipt of Task Order** |
| **Reports/ policies, documents, design information** | **Upon Receipt of Task Order** |

3. Time

* The starting date is **07.08.23**
* The *Consultant* submits revised programmes at intervals no longer *than* **monthly, unless there are no changes to the latest submitted programme.**

4. Quality

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

5. Payment

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

6. Indemnity, insurance and liability

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

|  |  |  |
| --- | --- | --- |
| **event** | **cover** | **period following**  **Completion of the whole of the *services* or earlier termination** |
| Liability of the *Consultant* for | **£5,000,000\*** in respect of each | **6 years** |
| claims made against him arising | and every claim or series of |  |
| out of his failure to use skill and | claims arising out of the same |  |
| care required by this contract. | 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 |  |

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Term Service Delivery Agreement   
(NEC3 Professional Services Contract)

**Main Contract Data**

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

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

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

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

**N/A at Service Request stage**

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

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

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Term Service Delivery Agreement   
(NEC3 Professional Services Contract)

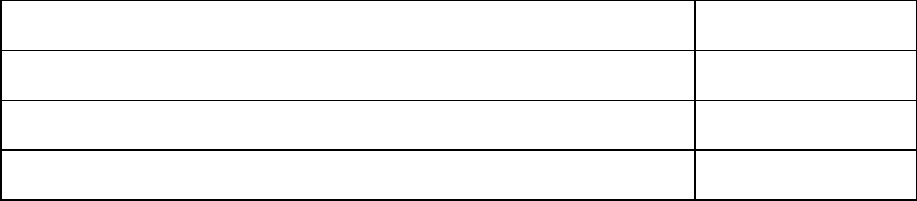
**Main Contract Data**

Scape Consultancy Framework - Built Environment – Lot 1 – Non-USVF 4

**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 **31.03.24   
  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**





**1.**

*condition* to be met

*key date*

**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.

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

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Term Service Delivery Agreement   
(NEC3 Professional Services Contract)

**Main Contract Data**

* The *base date* for indices is **5th January3   
  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 |
| **Not applicable.  Subcontracts** | **Employer** |

**[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
* **£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 excluded4.

* The *Consultant’s* liability to the *Employer* for Defects that are not found until after the *defects date* is
* **£5,000,000\***
* The end of liability date is **6** years after Completion of the whole of the services.   
  \* **to be agreed with the *Employer* on a commission specific basis5**

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

* Term person or organisation

**None None**

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

4 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.

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

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Term Service Delivery Agreement   
(NEC3 Professional Services Contract)

**Main Contract Data**

**Optional clause Z4.0** – **Information Modelling does / does not** apply   
**Option Z: ADDITIONAL CONDITIONS OF CONTRACT**

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

**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 fin 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.’

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Term Service Delivery Agreement   
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**Main Contract Data**

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):

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

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

1. the UK GDPR (as that term is defined in the Data Protection Act 2018) ) and any applicable national implementing laws as amended from time to time; and
2. all applicable law about the processing of personal data and privacy.’

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

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

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

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

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

‘Cladding Claim shall mean any claim in respect of:

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

12.4 Insert at the end:

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

12.5 Insert a new clause 12.5:

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

13.9 Insert a new clause 13.9:

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

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

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Term Service Delivery Agreement   
(NEC3 Professional Services Contract)

**Main Contract Data**

* 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.’

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Term Service Delivery Agreement   
(NEC3 Professional Services Contract)

**Main Contract Data**

**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;

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Term Service Delivery Agreement   
(NEC3 Professional Services Contract)

**Main Contract Data**

* 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.’

**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**

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**Main Contract Data**

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

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

84 Insert a new clause 84:

**If the Consultant does not insure**

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

85 Insert a new Clause 85:

**Insurance by the *Employer***

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

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

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

90.5 Insert a new clause 90.5:

**The Public Contracts Regulations 2015**

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

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

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

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

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

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

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* 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**

**OPTION X1: Price adjustment for inflation**

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

X1.1 Price Adjustment Factor

Delete clause and replace with the following:

Defined Terms

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

X1.2 Price adjustment

Delete clause and replace with the following:

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

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

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

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

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The *PSC Uplift Percentage* and fixed fees paid to Subconsultants (derived from \*external rates6 - 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**

**(delete Option Y(UK)1 below (Y1.1 Y1.18) if Project Bank Account not used)**

**OPTION Y(UK)1: Project Bank Account**

The secondary Option is deleted and replaced with

**Defined terms**

Y1.1



1. Joining Deed is an agreement in the form set out in the contract under which the Supplier joins the Trust Deed.
2. Named Suppliers are *named suppliers* and other Suppliers who have signed the Joining Deed.
3. The Payment Schedule is a list of payments to be made to the *Consultant* and Named Suppliers from the Project Bank Account.
4. Project Bank Account is the account used to receive payments from the *Employer* and the *Consultant* and to make payments to the *Consultant* and Named Suppliers.
5. Project Bank Account Tracker is a register of all payments made to and from the Project Bank Account and the date each payment was made and is in the form stated in the Scope.
6. A Supplier is a person or organisation who has a contract to;

* provide a *service,* or
* provide a *service* to Provide the Service.

(7) Trust Deed is an agreement in the form set out in the contract which contains provisions for administering the Project Bank Account.

**Project Bank Account**

Y1.2 The *account holder* establishes the Project Bank Account with the *project bank* within eight weeks of the

Contract Date.

Y1.3 Unless stated otherwise in the Contract Data, the *Consultant* pays any charges made and is paid any

interest paid by the project bank. The charges and interest by the *project bank* are not included in the assessment of the amount due.

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

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**Main Contract Data**

Y1.4 If the *account holder* is the *Consultant*, it submits to the *Employer* for acceptance details of the banking

arrangements for the Project Bank Account. A reason for not accepting the banking arrangements is that they do not provide for payments and inspections to be made in accordance with the contract. The *Consultant* provides to the *Employer* copies of communications with the *project bank* in connection with the Project Bank Account.

**Named Suppliers**

Y1.5 The *Consultant* includes in its contracts with Named Suppliers the arrangements in the contract for the

operation of the Project Bank Account and Trust Deed. The *Consultant* informs the Named Suppliers it appoints, the details of the Project Bank Account and the arrangements for payment of amounts due under their contracts.

Y1.6 The *Consultant* submits proposals for adding a Supplier to the Named Suppliers to the *Project Manager* for

acceptance. A submission includes the Suppliers stated in the Scope and other Suppliers requested by the Contractor. A reason for not accepting a submission is that the addition of a Supplier does not comply with the Scope. The *Employer*, the *Consultant* and the Supplier sign the Joining Deed after acceptance.

**Payments**

Y1.7 Until the Project Bank Account is established, payment is made by the *Employer* to the *Consultant*.

Y1.8 The *Consultant* shows in the application for payment the amounts due to Named Suppliers in accordance

with their contracts.

Y1.9 Within the time set out in the banking arrangements to allow the *project bank* to make payment to the

*Consultant* and Named Suppliers in accordance with the contract;

* the *Consultant* prepares the Payment Schedule, provides a copy to the *Employer* and provides the information in the Payment Schedule to the *project bank*,
* the *Employer* makes payment to the Project Bank Account of the amount which is due to be paid under the contract, and
* the *Consultant* makes payment to the Project Bank Account of any amount which the *Employer* has informed the *Consultant* it intends to withhold from the certified amount, and which is required to make payment to Named Suppliers.

Y1.10 The *Consultant* notifies the *Employer* if the amount due to any Named Supplier stated in the Payment

Schedule is different from that in the payment certificate and provides reasons for the change.

Y1.11 If the *account holder* is the *Consultant*, it authorises payment in accordance with the Payment Schedule no

later than one day before the final date for payment. Following payment, the *Employer* checks the amounts paid to the Named Suppliers by inspecting the Project Bank Account.

Y1.12 If the *account holder* is the Parties, they jointly authorise payment in accordance with the Payment

Schedule no later than one day before the final date for payment.

Y1.13 Following authorisation, the *Consultant* and Named Suppliers receive payment from the Project Bank

Account of the sums set out in the Payment Schedule as soon as practicable after the Project Bank Account receives payment.

Y1.14 The *Consultant* updates the Project Bank Account Tracker and submits it to the *Employer* within one week

of any payment being made from the Project Bank Account.

Y1.15 A payment which is due from the *Consultant* to the *Employer* is not made through the Project Bank

Account.

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**Effect of Payment**

Y1.16 Payments made from the Project Bank Account are treated as payments from the *Employer* to the

*Consultant* in accordance with the contract. A delay in payment due to a failure of the *Consultant* to comply with the requirements of this clause is not treated as late payment under the contract.

**Trust Deed**

Y1.17 The *Employer*, the *Consultant* and *named suppliers* sign the Trust Deed within two weeks of the Contract

Date.

**Termination**

Y1.18 If the *Employer* issues a termination certificate, no further payment is made into the Project Bank Account.   
**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.

**Z5.0 People Rates**

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**Main Contract Data**

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

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

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

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**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: ***Redacted***  Mobile: ***Redacted***  E-mail address**: *Redacted***   * The *key people* are | |
| Name | ***Redacted*** |
| Job | ***Redacted*** |
| Responsibilities | ***Redacted*** |
| Qualifications | ***Redacted*** |
| Experience | ***Redacted*** |
| Name | ***Redacted*** |
| Job | ***Redacted*** |
| Responsibilities | ***Redacted*** |
| Qualifications | ***Redacted*** |
| Experience | ***Redacted*** |
| The Lead Partner is | **AECOM** |

* The *staff rates* are

***Redacted***

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

**Optional Statements**

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

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

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

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

**If Option G is used**

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

* The *Employer Proposed Appointment Charge*

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

* The *Uplift Percentage* is **5.6**\*\*\*\* %   
  **\*\*\*\* Must not exceed the rates stated in the Framework Commercial Model***.*

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**Annex 1 – Service Request Form**

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**Main Contract Data**

**Appendix 1 – DEFCONS**

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

**DEFCONs**

**DEFCON 76 (Edn 06/21) ‐ Contractor’s Personnel at Government Establishments (7 pages)**

**DEFCON 82 (Edn 06/21) ‐ Special Procedures for Initial Spares (7 pages)**

**DEFCON 501 (Edn 10/21) ‐ Definitions and Interpretations (3 pages)**

**DEFCON 513 (Edn 07/21) ‐ Value Added Tax (2 pages)**

**DEFCON 514 (Edn 08/15) ‐ Material Breach (1 page)**

**DEFCON 516 ( Edn 04/12) ‐ Equality (1 page)**

**DEFCON 518 (Edn 02/17) ‐ Transfer (1 page)**

**DEFCON 522 (Edn 11/17)** - **Payment and Recovery of Sums Due (1 page)**

**DEFCON 526 (Edn 08/02) ‐ Notices (2 pages)**

**DEFCON 527 (Edn 09/97) ‐ Waiver (1 page)**

**DEFCON 528 (Edn 07/21) ‐ Import and Export Licenses (5 pages)**

**DEFCON 529 (Edn 09/97) ‐ Law (English) (1 page)**

**DEFCON 531 (Edn 09/21) ‐ Disclosure of Information (3 pages)**

**DEFCON 532B (Edn 09/21) ‐ Protection of Personal Data (1 page)**

**DEFCON 537 (Edn 06/02) ‐ Rights of Third Parties (1 page)**

**DEFCON 538 (Edn 06/02) ‐ Severability (1 page)**

**DEFCON 539 (Edn 08/13) ‐ Transparency (1 page)**

**DEFCON 550 (Edn 02/14) ‐ Child Labour and Employment Law (1 page)**

**DEFCON 602A (Edn 12/17)** - **Quality Assurance (With Quality Plan) (1 page)**

**DEFCON 604 (Edn 06/14)** - **Progress Reports (1 page)**

**DEFCON 608 (Edn 07/21)** - **Access and Facilities to Be Provided by the Contractor (1 page)**

**DEFCON 621B (Edn 10/04)** - **Transport (If Contractor Is Responsible for Transport) (1 page)**

**DEFCON 624 (Edn 11/13)** - **Use of Asbestos (2 pages)**

**DEFCON 642 (Edn 07/21)** - **Progress Meetings (1 page)**

**DEFCON 649 (Edn 12/16)** - **Vesting (2 pages)**

**DEFCON 658 (Edn 09/21)** - **Cyber (16 pages)**

**DEFCON 660 (Edn 12/15)** - **Official-Sensitive Security Requirements (1 page)**

**DEFCON 691 (Edn 03/15)** - **Timber and Wood-Derived Products (3 pages)**

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Service Request Proposal

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

**This Service Request Proposal** is formed of 4 parts:

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

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

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

service delivery proposal,

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

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

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

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Part A - Outline Service Requirements

Client Name Defence Infrastructure Organisation

Commission No. 5241 Commission Name (Title) Option G - JSP850 Technical Support Review

BPS Net Zero Carbon

Commission Description Provide support and technical expertise to the Commission Postcode LD3 7YP

DIO Construction Innovation Lead responsible for undertaking and delivering various

commissions related to DIO's Carbon Net Zero initiatives and policy updates.

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

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

Number

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

Commission Lead Contact ***Redacted*** Commission Lead Contact ***Redacted***

Email Mobile

Main Contract Type Option G NEC3 Professional Services Contract Commission Region South West

(Term Service DA)

Client estimated budget for 225,000.00 Lead Partner’s NEC3 Project ***Redacted***

Commission £ Manager

Client anticipated start date 07 Aug 2023 Client anticipated end date 31 Mar 2024

Has a Client’s draft/outline No   
programme been appended?

|  |  |  |
| --- | --- | --- |
| Other Document Upload 1  Other Document Upload 2  Other Document Upload 3  Has a Client’s Project Brief Yes  been appended? | If yes, upload document | 20230406-  Statement\_of\_Requirement\_Technical\_Support V2\_final.docx (97 KB) |

If yes, please provide Task 2,3 & 5 now omitted and Contract budget

commentary ceiling revised to £225k

Has a Scheme Layout been No   
appended?

Are there Client Proposed No   
Organisations?

Part B - Pre-Engagement Activity Checklist

Are Pre-Engagement Matters No   
required?

Part C - Detailed Service Requirements

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|  |  |
| --- | --- |
| 1.1 Project  Overview/Background  1.2 Objectives/Outcomes | Key Governmental and departmental objectives have emerged in recent years resulting from the Climate Change Act 2008, the Clean Growth Strategy, the Government Construction Strategy 2016-2020 (now GC 20), Infrastructure Project Authority – Transforming Infrastructure Programme as well as the need to raise the condition of Service Families Accommodation (SFA) and Single Living Accommodation (SLA) to a better standard (Military Homes for 21st Century).  The Government’s National Infrastructure Strategy, published in November 2020, alongside the Construction Playbook, published December 2020, will now influence all public works. Other key initiatives, such as A Platform Approach and the Building Safety Bill could impact infrastructure design in the future.  These objectives are enshrined in the Strategy for Defence Infrastructure (SDI) 2015-2030, and draft SDI 2020-2040. The Defence Infrastructure Direction (DID) 2020/21 provides direction, guidance and priorities to achieve the strategic   * Provide industry knowledge to the Construction Innovation team for the delivery of the outputs. * To further reduce the Whole Life Costs of buildings by ensuring the use of MMC and the adoption of a whole life asset management approach to building performance and environmental impact. * Implementing sustainability targets and a digital methodology. * Ensure Building Performance Standards adopt best practice and innovation quickly and effectively. |

2.0 Health, Welfare, Safety, The project is driven by the challenge of becoming a Carbon Net Zero estate by 2030, this naturally results in meeting the standards Environment and Sustainability set out in DREAM, BREAM and CEEQUAL regulations.

Considerations However, new BPS or updates are expected to go further than the standards set out previously. Tasks will generally be carried out remotely, although some site visits will be required.

3.0 Value for Money Statement The consultancy services for the project will be delivered via the SCAPE Consultancy Lot 1 Framework. This framework will assist in demonstrating Value for Money and this will be clearly communicated to the client throughout the project. Working collaboratively with all parties, we will define the value for money drivers and ensure all project team members are aware of these.

As the client, DIO can select 3 no. ‘Value for Money Drivers’ that best match DIO’s objectives for the successful delivery of the commission. These should be referenced by the DIO during any subsequent feedback processes to gauge whether Value for Money has been achieved.

We have suggested 3 ‘Value for Money Drivers’ which we believe reflect the requirements of the DIO for this commission they are listed below. The VfM Drivers have been selected from a wider list and we would welcome the opportunity to review these with DIO to confirm our understanding is correct

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) 5) Best practice and knowledge transfer

Value for Money Driver (2) 7) Environmental outcomes

Value for Money Driver (3) 9) Digital delivery

Client specific Value for Money   
Driver

4.0 Sub-consultant Selection and Competitive Tender Award Criteria

In addition to the Value Drivers identified in section 3.0 above, we also monitor the following Performance Indicators as standard for each commission:

* Time Predictability
* Cost Predictability
* Local Spend – Percentage of total spend within 20 miles of Client office/site
* SME Engagement - Percentage of appointments with SME’s compared with total number of Supply Chain appointments
* SME Spend - Percentage spend with SME’s compared with total spend with Supply Chain
* Fair Payment - Payment of Supply Chain within Government Fair Payment guidelines
* Client Satisfaction
* Supply Chain Satisfaction
* Achievement of Client Social Value Targets – as agreed in section 5.0 below

The Perfect Circle team believe that the key measure to project success is delivering the measurable outcomes as stated in the SoR. Acceptance of the task list by the Project Assurance Group (PAG) and client and its coherent and consistent application to master planning across the Estate is, therefore, paramount.

We await confirmation from the Client of instruction to proceed beyond the first task stage at which point a Principal Designer will be appointed.

5.0 Appointment of Principal Designer

6.0 Task Schedule To be agreed as task orders instructed.

7.0 Delivery Team The initial work will be carried out by ***Redacted*** with support from relevant technical specialists confirmed and agreed with DIO and on a task by task basis.

Delivery Team - document   
upload

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Delivery Agreement Professional Services Contract Model

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

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:

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 Service Short Contract (PSSC) - Short Service Delivery Agreement

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

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

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

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

1. **NEC4 Professional Service Short Contract (PSSC)**

The PSSC is simplified version of the Professional Services Contract which is suitable for less complex appointments. The PSSC is for use on commissions that impose only low risks on both the client and the Consultant.

1. **NEC4 Professional Service Contract (PSC) - Option A   
   Priced Contract with Activity Schedule**

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

Consultant.

The Client carries some risk through the compensation event procedures.

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

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

1. **NEC4 Professional Service Contract (PSC) - Option C   
   Target Contract**

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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:

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| --- | --- |
| **Share range** | **Consultant’s Share Percentage** |
| Less than 95% | 10% |
| From 95% to 100% | 40% |
| From 100% to 102.5% | 40% |
| Greater than 102.5% | 100% |

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

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

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

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

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

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

**Summary**

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

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

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

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 Estimated End Indicative Fee

Date Date Value £

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1 1A - Smart Non-Core 25 May 2023 29 Mar 2024 ***Redacted***

Buildings Brief:   
Based on the   
framework

outlined in the   
BPS 0.8, develop   
a Smart Building   
Brief to RIBA   
Stage 1 / 2 for   
specific asset   
classes. Deliver a   
targeted and   
outcome-driven   
list of smart

solutions which   
maximise

potential

value for typical   
projects in each   
asset class.

1B - Based on   
the framework   
outlined in the   
BPS 0.8, develop   
a corresponding   
outline

framework for   
measuring the   
cost

/ benefit and   
value of Smart   
Buildings to

support decision   
making. Identify   
the key metrics   
and data points   
required

for the costs/   
benefit

framework which   
could be applied   
to other asset   
classes. Use the   
initial Smart

Building Brief   
developed under   
Task 1A to inform   
the value

framework and   
deliver a pilot   
study against a   
specific asset   
class.

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6 Technical Writing

support for all tasks.

Project Manager 25 May 2023 29 Mar 2024 ***Redacted***



4 Climatic Resilience: Provide example Best Practice guidance on climate resilience – looking at ‘easy wins’ and key themes to implement on a project.

Much of DIO’s work will be refurb based therefore there must be a focus on existing estate. Develop a cost benefit model to help influence the decisions made by project managers, ensuring best practice and innovation are adopted quickly and effectively. TSP to identify typical intervention measures and impact to help develop cost guidance. Guidance to be collated into standalone report as a supplementary annex to BPS 0.9.



Non-Core 25 May 2023 29 Mar 2024 ***Redacted***

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Appendix D - CVs for Key Staff

CV Document Upload (1) CV Document Upload (2) CV Document Upload (3) CV Document Upload (4) CV Document Upload (5)

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Part D - Statement of Key Outputs

**The Client and Perfect Circle have used all reasonable endeavours to capture the following requirements in Part C of the document:**

A summary of the Commission including the extent of the Commission with, a statement of values, performance measures/targets and, as appropriate a sketch layout(s), outline budget(s) and programme for the Commission and any subsequent project(s) which includes estimate for the works or services etc.

Where the execution of an element of the Commission is not a settled matter, the strategy for taking the matter forward, including details of client approval processes.

The Partner’s resourcing proposals and supply-chain Procurement Schedule for provision of most economically advantageous service.

On approval of this Service Request, Perfect Circle will draft a Delivery Agreement ready for execution which includes the following where appropriate to the commission:

* The agreed Scope which shall detail the requirements for the carrying out of the Service including agreed outcomes/deliverables, resources, Quality Policy Statement and Quality Plan requirements including roles and responsibilities for the whole team and covering the whole service.
* A programme for the Delivery Agreement.
* An activity schedule, Price List or task schedule, as appropriate to the proposed form of contract and the pricing processes of the Agreement.
* A fully completed Tendered Total Model as required by the Framework Agreement including justification and details of any derogations from the Framework Commercial Model.
* The initial NEC3 PSC Risk Register or NEC4 PSC Early Warning Register.
* Any other documents required by the Delivery Agreement, Collateral Warranties etc
* A completed and agreed Value for Money Statement (must be offered on projects > £20k, but mandatory over £500k)

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**Statement of Requirement v2 - April 2023**

**JSP850 Technical Support Review BPS Net Zero Carbon**

**Purpose**

A Technical Support Provider (TSP) framework collaborating with the Defence Infrastructure Organisation (DIO’s) Construction Innovation Team to align with Government targets as they evolve. To best support this, a more flexible contract is required to allow the Construction Innovation Team to respond to differing targets and tasks as they are set by Government. This would see individual packages of work contracted to different TSPs (Technical Service Providers) to provide the best source of expertise and technical skills to deliver the objectives and outcomes.

**Background**

Key Governmental and departmental objectives have emerged in recent years resulting from the Climate Change Act 2008, the Clean Growth Strategy, the Government Construction Strategy 2016-2020 (now GC 20), Infrastructure Project Authority – Transforming Infrastructure Programme as well as the need to raise the condition of Service Families Accommodation (SFA) and Single Living Accommodation (SLA) to a better standard (Military Homes for 21st Century).

The Government’s National Infrastructure Strategy, published in November 2020, alongside the Construction Playbook, published December 2020, will now influence all public works. Other key initiatives, such as A Platform Approach and the Building Safety Bill could impact infrastructure design in the future.

These objectives are enshrined in the Strategy for Defence Infrastructure (SDI) 2015-2030, and draft SDI 2020-2040.

The Defence Infrastructure Direction (DID) 2020/21 provides direction, guidance and priorities to achieve the strategic objectives set out in the SDI over the longer term, and include:

* maturity improvements to Modern Methods of Construction;
* baseline enterprise Digital Maturity (BIM Level 2);
* updating infrastructure and estate policy and standards (JSP850);
* measuring progress in transitioning MOD to net zero GHG emissions;
* ensuring the performance data aspects specified in JSP 850 are captured;
* Government Soft Landings and Post-Occupancy Evaluation.
* Supporting sustainability
* Implementing innovation
* Adopting a Value Toolkit Framework
* Supporting a whole life cost and management approach

Further, the draft Defence Infrastructure Direction (DID) 2021/22 provides direction, guidance, and priorities to achieve the strategic objectives and includes;

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* Building Information Management (BIM) - use and full integration of framework level 2 and above.
* Modern Methods of Construction (MMC) - adoption and integration of MMC, including platform approach, standard designs to fully MMC compliant.
* Government Soft Landings (GSL) - fully implemented and integral in all contracts.
* Smart building technology - develop requirement to inform contract setting, enabling Defence to optimise asset operation.
* Government Construction metrics - to be developed with IPA and delivered, the first collection of metrics to be produced by May 21.
* Policies (Construction Playbook) to be implemented and success measured.

This includes full implementation of GC priorities and policies in accordance with the timelines set so that they are embedded and operational throughout the infrastructure enterprise and monitoring of performance and cost. GC priorities and policies as enshrined in the National Infrastructure Strategy, Construction Playbook and Performance Transforming Infrastructure, published in May 2021.

In such a dynamic environment, with emerging developments such a Modern Ways of Living, Smart Buildings, and the Government’s Heat and Buildings Strategy expected in 2021, of necessity, JSP 850 and the BPS’s need to be continuously updated.

Defence will be focusing their efforts on decarbonising heat which almost entirely relies currently on the burning of fossil fuels (known as non-traded energy). Both the Climate Change and Sustainability Review and the consultation draft of the Infrastructure Energy Emissions Sub-Strategy recognise the need to move away from fossil fuels for future infrastructure energy sources.

This positive response needs to be supported, co-ordinated and understood to extract the learning needed to develop and adopt new building performance standards throughout MOD.

In November 2017 MOD signed up to a presumption in favour of offsite construction. Therefore, work is needed to develop policy guidance and standards to support delivery of new capital projects and programmes.

The Front-Line Commands (FLC) have launched several sustainability pilot projects to which they are looking for DIO to support through the provision of technical advice, programmatic coherence, strategy, and governance. It is intended that the TSP supporting the Construction Innovation Team will provide the necessary oversight and guidance based on defined benchmarks and benefits to be achieved by the pilot projects.

**Business Objective –**

TSP to provide support and technical expertise to the DIO Construction Innovation Lead responsible for undertaking and delivering the following:

* Provide industry knowledge to the Construction Innovation team for the delivery of the outputs.

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| * To further reduce the Whole Life Costs of buildings by ensuring the use of MMC and the adoption of a whole life asset management approach to building performance and environmental impact. * Implementing sustainability targets and a digital methodology * Ensure Building Performance Standards adopt best practice and innovation quickly and effectively. |

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| **Requirements for contract as of March 2023:**  **NOTE: The TSP must provide a written scope briefing document to be agreed with the DIO PM identifying their understanding of the requirements below and the agreed approach and agreed outputs expected.**  **Deliverables:**  **SMART Building Adoption**  1. **Following on from the initial workstream of BPS (Building Performance Standards) 0.8, a sample “Smart Building Brief” to be created for a specific project.**  DIO will identify a project opportunity to demonstrate usage of the BPS 0.8 document and a guide or sample smart building brief will be created. Stakeholder engagement meetings as described in BPS 0.8 will be held. Where possible, DIO will provide site specific building/ project information (e.g. location, new build or renovation, area size, no. of floors, etc) and design packages or as-builts for civil/architecture (including floor plans) and building systems (including ICT, MEP, AV, Security, etc) to enable specific context. Smart Building Brief will include information on specifying systems and data capture to track specific KPIs (key performance indicators).  A pilot study against a specific asset class will enable a cost, benefit, value model to be produced. This work will involve evaluation of capital impact, operating expenditure impacts, and efficiency and other value savings. TSP to familiarise with the existing control systems for building systems in the project specific example building (e.g. any BMS, Temp control/Thermostat, lighting control, ventilation control, etc) to develop understanding of the baseline building controls.  Using cost intelligence developed from the previous project and information on IoT or other smart building related sensors or platforms within SLA that are already in place (e.g. Utilisation, Wellbeing, Air quality, people counting, asset tracking, noise/light level sensors, etc) TSP to look for scalable parameters or predictors of cost and savings across each asset type to create a model for how deployment of smart building technologies could impact all building types.  TSP will need an understanding of how data is currently being captured, structured, stored, and utilized from systems installed in SLA facilities for the Smart Building Brief and to allow more detailed Cost & Value framework analysis to be completed. Cost & Value Framework must deliver value and align with established or planned KPI tracking requirements. |

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| **Output:**   1. Deliver project specific guidance on the inclusion of Smarter Building Technologies by way of a stand-alone document, based on user friendly design guides. 2. Deliver a pilot study against a specific asset class. 3. Deliver a cost benefit framework on the inclusion of Smarter Building Technologies.   **Climate Resilience**  2. **Following on from the initial workstream of BPS 0.9, deliver further guidance on Climatic Resilience.**  TSP to consider climate scenarios – e.g 2˚ and 4˚ temp rise, identify and assess case study project examples from across Defence estate to identify best practice in achieving climate resilience and mitigating related risks. Cost data of climate resilience interventions to be included where possible. Case studies to be collated into standalone report as a supplementary annex to BPS 0.9.  Further, a review of all existing comments and feedback from the previous deliverable BPS0.9 should be undertaken along with wider discussion with key stakeholders to ensure the required scope is fully agreed, relevant and accepted.  Provide example Best Practice guidance on climate resilience – looking at ‘easy wins’ and key themes to implement on a project.  Much of DIO’s work will be refurb based therefore there must be a focus on existing estate.  A cost benefit model to be created to help influence the decisions made by project managers, ensuring best practice and innovation are adopted quickly and effectively. TSP to identify typical intervention measures and impact to help develop cost guidance. Guidance to be collated into standalone report as a supplementary annex to BPS 0.9.  Benefits:   * Preparedness for agile response to swiftly changing environmental conditions * Scoping of requirements as a basis for evaluating the cost impact   **Output**:   1. Provide best practice guidance on Climatic Resilience, identifying priority elements and solutions. 2. Deliver guidance focusing on existing assets and how to make them resilient. 3. Deliver cost benefit guidance report on Climatic Resilience solutions. |

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**Offsite Construction**

**3. Following on from the delivery of the technical paper identifying the metrics to support the measurement of the value of off-site construction; identify a method of data source and capture compatible with the DIO whole Life asset management Programme.**

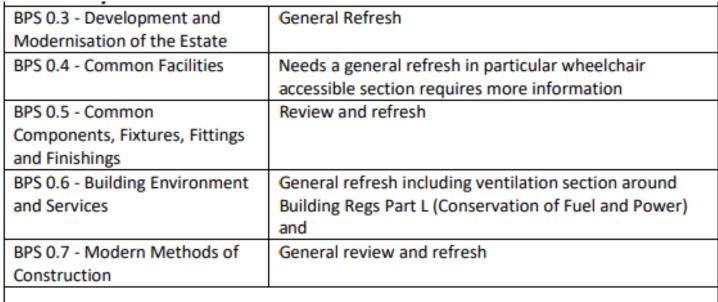
Identify the metrics to be measured from the above technical paper across the RIBA delivery stages 1 – 7 and produce a mapping diagram to identify the source and transfer of the data to align with the DIO Common data Environment.

**Output;**

1. Report identifying data capture and transfer
2. User guide

**Building Performance Update**

**4. Review, comment, identify errors, include additions for best practice to the following documents;**



**Output;**

a) Five revised BPS documents

**Configuration Tool**

**5. Produce a pilot model, using the current BPS1.1 and current Defence Designs for SLA to encompass the “Plan Engage” modelling tool.**

**Output;**

1. Modelling configuration Plan Engage tool for SLA
2. User guide

**Enabling Activities**

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**Programme**:

The work and deliverable sis to be complete by March 2024. Individual and deliverable specific programmes are to be produced and agreed with the DIO PM

The Technical Support Providers, (TSP), will provide support and technical expertise to the DIO Construction Innovation Lead responsible for undertaking and delivering the above and provide Industry knowledge to the Construction Innovation Team in the delivery of the outputs.

**Governance and Reporting**:

Each TSP is to produce monthly update reports and attend monthly and quarterly progress meetings within DIO and TLBs as specified by the CSM. Reports to cover progress against programme, issues, risks and opportunities. A programme of works to be agreed upon receipt from each TSP.

**Outputs/deliverables/milestones:**

**Intellectual Property (IP) Rights (Known as IPR)**

The MOD reserve the rights and ability to use and develop the tool’s, standards and guidance in whichever way they deem fit.

**Government Furnished Supplies**

GFI – If any further information is required the Construction innovation team will make this available.

GFE – No equipment will be provided to the supplier   
GFS – No supplies will be provided to the supplier.

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**Contract management arrangement**

* Agreed programme of works
* Milestone payments to be achieved, linked to the programme and deliverables required.
* Monthly progress meetings to review progress against the programme, identify issues, risks and provide the financial forecast.
* A Contract Management Plan (CMP) will be established, drafted by the DIO commercial team with input from TSP.

**Payment**

On approval of an interim payment certificate, TSP will then raise their invoice in Exostar, which links to the Employer’s Contract, Purchasing & Finance (CP&F) e-payment system.

Payment will be made on delivery of outputs in accordance with the agreed Milestone Payment Schedule, which is linked to the approved programme and on production of a valid payment certificate in line with the services being delivered.

Outputs will be reviewed/approved by the DIO Construction Innovation Lead.

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