

### Work Order

This document is a Work Order according to the definitions contained within the provisions of the Services Delivery Agreement (SDA) dated 13<sup>th</sup> September 2022, between BLOOM PROCUREMENT SERVICES LTD and PRP ARCHITECTS LLP.

Except where stated herein, all the clauses and conditions specified in the said supplier terms are included herein by reference and form part of this Work Order.

For the avoidance of doubt, the Bloom Standard Terms & Conditions (only where applicable), the SDA and this Work Order constitute the contract between Bloom and PRP Architects LLP and are hereinafter referred to collectively as the Supplier Terms.

We are delighted to advise that BLOOM PROCUREMENT SERVICES LTD have been authorised to obtain the following services on behalf of the Authority.

<b>Project Number:</b>	Project_4652 Contract_9488
<b>Project Name:</b>	NEPRO3 - Fire Risk Appraisal of External Walls and Fire Risk Appraisal of External Walls Audit
<b>SPS Provider:</b>	PRP Architects LLP
<b>For the attention of:</b>	Redacted
<b>E-mail:</b>	Redacted
<b>Telephone number:</b>	020 7653 1200
<b>Address:</b>	Ferry Works Summer Road Thames Ditton Surrey United Kingdom KT7 0QJ

#### Description of Specialist Professional Services / deliverables required:

PRP Architects LLP have been appointed by Bloom Procurement Services Ltd on behalf of Department for Levelling Up, Housing and Communities (formerly MHCLG) to deliver the following scope of services (refer to Appendix 1 – Definitions):

#### 5. THE REQUIREMENT

##### Requirement Summary:

5.1. The requirement is two-fold:

5.1.1. First is for competent professionals to undertake FRAEWs

5.1.2. Second is for competent professionals to Audit FRAEWs.

5.2. The duration of the Call-Off Contract will be for an initial term of 6 months, with an option to extend for a period of a further 3 months available to the Authority at its sole discretion and in line with the Bloom Change Control process.

5.3. The Authority has a maximum budget of **Redacted** (exclusive of VAT) for the full contract term inclusive of extension periods.

#### Part 1: Undertaking of Fire Risk Appraisals of External Walls

5.4. PRP Architects LLP is required to deliver the Basic Assessment, as set out in Clause 13 of PAS 9980:2022 Guidance to Responsible Entities when commissioned to do so by the Authority or the Representative.

5.5. If the FRAEW for a Responsible Entity requires the delivery of an In-Depth Technical Assessment, as set out in Clause 14 of the PAS 9980:2022 guidance, which PRP Architects LLP is unable to provide, PRP Architects LLP must notify the Authority or the Representative as soon as possible. This notification should include an explanation as to why the specific FRAEW requires an In-Depth Technical Assessment. Any information PRP Architects LLP has collected, or work produced up to that point, must be shared with the Responsible Entity. The Authority reserves the right to then allocate the FRAEW commission to another SPS Provider.

5.6. For undertaking FRAEWs in line with PAS9980:2022, the Authority and the Representative expect PRP Architects LLP will, as a minimum, require the following information from the Responsible Entity for each of the buildings that are being appraised by PRP Architects LLP:

5.6.1. The current Fire Risk Assessment

5.6.2. External Wall Investigation Report

5.6.3. Building plans, elevations and details

5.6.4. Details of any interim measures

5.6.5. Details of any enforcement notices

5.7. PRP Architects LLP must produce FRAEWs in accordance with PAS 9980:2022. They must be undertaken and completed by a competent professional with appropriate Professional Indemnity Insurance, as set out in the Call-Off Contract, and completed in line with guidance for the BSF or MRS as appropriate. FRAEWs produced by PRP Architects LLP will be subject to checks when applicants apply for the BSF or MRS and if deemed not to meet these requirements then PRP Architects LLP will be required to update the FRAEW at their own expense.

5.8. For the Responsible Entities applying for BSF and with buildings equal to or over 17.7 metres in height, The Authority expects PRP Architects LLP to produce FRAEWs in accordance with Annex A of the BSF guidance for new applications 2022, accessible through the following link:  
<https://www.gov.uk/government/publications/building-safety-fund-guidance-for-new-applications-2022/annex-a-technical-guidance-for-applicants-of-building-safety-funding-applying-for-funding-via-pas-99802022>

5.9. For Responsible Entities applying for the MRS with buildings between 11 and 17.7 metres in height, requirements for the FRAEW reports will be provided at the launch of the MRS pilot scheme. At this stage it is anticipated requirements will be similar to Annex A of the BSF guidance for new applications 2022 and will be shared with PRP Architects LLP as soon as they are made publicly available. The Authority and Representative shall discuss the MRS requirements with PRP Architects LLP when ready to provide guidance and ensure that the requirements are clearly understood. Any changes that are required as a result of the MRS requirements when published shall be implemented via the Change Control Procedure.

5.10. PRP Architects LLP is expected to be proactive in engaging with Responsible Entities throughout the process of undertaking an FRAEW for a building. This includes steering them through the process of gathering information about their building and chasing them if they are being slow in coming forward with this information.

5.11. If PRP Architects LLP does not receive a response from the Responsible Entity within 5 Working Days of reaching out to the Responsible Entity to commence the FRAEW or is not receiving reciprocal appropriate or sufficient engagement from the Responsible Entity during the undertaking of the FRAEW PRP Architects LLP should escalate the matter to the Authority at the next Weekly Drop-In Meeting (as set out in Section 16) in the first instance. If the Responsible Entity continues not to engage sufficiently or appropriately, PRP Architects LLP should then escalate the matter to the Authority or the Representative in writing for the Authority or Representative's attention.

5.12. PRP Architects LLP shall be required to execute and deliver a Collateral Warranty in favour of any Applicant and/or any other person who has or may have an interest in the Services. The terms of this Collateral Warranty shall be set out by the Authority and the requirement to deliver the Collateral Warranty included as a contractual condition between the Authority and PRP Architects LLP. The conditions of this Collateral Warranty are such that the Authority will not accept any liabilities with respect to services provided by PRP Architects LLP to the Responsible Entity, including intrusive survey or material analysis work carried out by PRP Architects LLP for which PRP Architects LLP will owe a duty of care entirely to the Responsible Entity.

5.13. If the prospective applicant does not have the documentation/information required for a FRAEW, as set out in paragraph 5.6, or the documentation and/or information provided is not of a quality which allows for the FRAEW to be undertaken, PRP Architects LLP should be able to offer the Responsible Entity the services required to help provide this outstanding documentation/information where it has the capability to do so ("Additional Activity").

5.14. PRP Architects LLP must propose costs for the Additional Activity in their FRAEW Delivery Plan and must receive approval from the Authority prior to carrying out this work. If PRP Architects LLP does not have the capability to deliver the Additional Activity required it must notify the Authority and should follow the process set out in paragraph 5.4.

5.15. Any sub-contractors used in the undertaking of Additional Activity shall be subject to all requirements and conditions of this Call-Off Contract and the Collateral Warranty Agreement signed between PRP Architects LLP and the Responsible Entity. It shall therefore be the responsibility of PRP Architects LLP to ensure that any subcontractors deliver their services in a manner compliant with the quality and conduct standards set out in this Call-Off Contract and Statement of Requirements.

5.16. Once PRP Architects LLP has worked with the Responsible Entity to ascertain whether information is missing and whether the FRAEW will be a Basic Assessment only or an In-Depth Technical Assessment is needed, PRP Architects LLP should work with the Responsible Entity to develop a FRAEW Delivery Plan. The FRAEW Delivery Plan should then be provided to the Authority for the Responsible Entities with buildings greater than 17.7 metres in height, or the Representative for Responsible Entities with buildings between 11 and 17.7 metres in height.

5.17. The FRAEW Delivery Plan must include but is not limited to the following:

5.17.1. The resource(s) to be deployed in the undertaking the FRAEW (this should be reflected and align with information in the Capacity Tracker, as set out in paragraph 5.41).

5.17.2. Whether the assessment will be a Basic Level Assessment or require an In-Depth Technical Assessment.

5.17.3. Anticipated timescales for the undertaking of the FRAEW.

5.17.4. The Fixed Price of the FRAEW (set out in accordance with the provisions of paragraph 5.60).

5.17.5. An indication as to whether the Applicant has provided sufficient information to undertake the FRAEW or whether Additional Activity, as set out in paragraph 5.13, is required to procure sufficient information to allow the undertaking of the FRAEW.

5.17.6. Details of any outstanding information required for the delivery of the FRAEW accompanied by a description as to why that information is required for the delivery of the FRAEW and the Additional Activity required to procure that information

5.17.7. A description of the proposed additional activity required which must include but is not limited to:

5.17.7.1. The materials and resources required for the undertaking of this additional activity including highlighting where subcontractors shall be utilised and the relevant details of these subcontractors.

5.17.7.2. A Fixed Price for the undertaking of the Additional Activity. This should reflect the pricing provisions for this activity as set out in paragraph 5.62.

5.17.7.3. The timeline for the delivery of the additional activity.

5.17.8. A concluding summary of the following:

5.17.8.1 .The forecast end-to-end timeline for all activity proposed.

5.17.8.2. The Fixed Price (see paragraph 5.63) of delivering the FRAEW and the additional activity.

5.18. If PRP Architects LLP identifies any serious issues or matters of concern when gathering initial information and developing the FRAEW Delivery Plan, PRP Architects LLP should alert the Authority or Representative as appropriate immediately and should not wait until the Delivery Plan is submitted to receive the Authority's guidance. The Authority or the Representative shall seek to provide a response within a maximum of 5 Working Days.

5.19. PRP Architects LLP shall agree the FRAEW Delivery Plan with the Responsible Entity prior to submitting it to the Authority or the Representative. Proof of the Responsible Entities agreement should be provided alongside the FRAEW Delivery Plan.

5.20. Once the Authority or the Representative have received the FRAEW Delivery Plan they shall review the Plan and shall seek to provide PRP Architects LLP with any requests for clarification regarding the contents of the Delivery Plan within a maximum of 5 Working Days. PRP Architects LLP must respond to any such requests within 2 Working Days. The Authority shall subsequently confirm whether it gives its approval for PRP Architects LLP to proceed with the implementation of the FRAEW Delivery Plan.

5.21. PRP Architects LLP must not commence any activity until it has received explicit written approval of the FRAEW Delivery Plan from the Authority or the Representative.

5.22. PRP Architects LLP must produce FRAEWs in line with the BSF and MRS guidance (when available) in an efficient manner and in accordance with the Delivery Milestones as set out in Section 7 Key Milestones. PRP Architects LLP should review their processes regularly and look to identify methods to improve the pace at which FRAEWs can be produced without compromising the quality.

5.23. Once the FRAEW has been produced and shared with the Responsible Entity PRP Architects LLP must share the FRAEW with the Authority or the Representative as a PDF via email and provide evidence of the Responsible Entity's receipt of the FRAEW, as well as any feedback the Responsible Entity provided to PRP Architects LLP. Furthermore, PRP Architects LLP should provide guidance to the Responsible Entity on applying for the BSF or MRS if the FRAEW identifies that there are life safety risks which need to be addressed.

5.24. Following the delivery of the FRAEW, PRP Architects LLP must hold a meeting with the Responsible Entity in which it explains the outcome of the FRAEW to the Responsible Entity and how to develop the recommendations provided in the FRAEW. PRP Architects LLP must also advise the Responsible Entity to update their fire risk assessment.

5.25. If the FRAEW identifies that there are life fire safety risks associated with cladding which need to be addressed then PRP Architects LLP shall provide a document to the Responsible Entity detailing how to apply for the BSF or MRS as appropriate and how to develop their recommendations in the FRAEW. This document is expected to be in a consistent format.

Part 2: Auditing PAS9980 FRAEWs



5.26. The Authority and the Representative require Audits of Basic Assessments deemed needing further assessment beyond checks done by the Authority and the Representative. These assessments will have been produced by other FRAEW assessors not party to this contract.

5.27. The objective of the Audit process is two-fold. First to ensure that FRAEWs meet fund requirements. Second, to help identify wider themes relevant for the Authority and Representative such as whether assessors are being risk averse in assessing external wall systems and whether assessors are being proportionate when making recommendations to reduce life safety risks to a tolerable level. When PRP Architects LLP is commissioned for an Audit, the Authority or the Representative will clearly specify the purpose of the Audit.

5.28. Some Audits will be required in order to assess whether a FRAEW meets Fund criteria. Other Audits will be commissioned to review FRAEWs and assess if assessors are being risk averse in evaluation of risk and whether they are being proportionate in their recommendations, including whether the recommendations adequately address the life safety fire risks associated with the external wall system identified in the FRAEW. These Audits will require the provision of PRP Architects LLP's professional opinion only and will not be used to make real world decisions on whether buildings are eligible for Funds but rather to help monitor the implementation of PAS 9980:2022 in the market and may inform the Authority's policy development.

5.29. PRP Architects LLP shall be expected to develop two template formats for the Audit Reports, one for each category of Audit, following the signature of the Contract. This shall then be shared with the Authority and the Representative for their review and approval. Once approval has been received from the Authority and the Representative, PRP Architects LLP shall be expected to utilise the templates for the undertaking of Audits in order to ensure a consistent report format.

5.30. Any Party shall be able to request a change to the format of the template reports at any point in the duration of the Contract. In the event a Party seeks to implement such a change, the Party shall write to the other Parties for their approval setting out the proposed change, the rationale for the change and a proposed revised Audit template. All Parties must approve the proposed change for it to be implemented via the Change Control Procedure.

5.31. The Auditor provided by PRP Architects LLP must be at the same level or greater competence level, as outlined in Annex H of PAS 9980:2022, to the competent professional who produced the FRAEW. This competency should be evidenced to the Authority through the provision of the Auditor's CV during the Proposal submission process.

5.32. For the Auditing of a Basic Level Assessment, PRP Architects LLP should provide an Auditor who is at least a member of a relevant professional body and meets the skillset set out in Annex H.

5.33. Auditors provided by PRP Architects LLP will primarily review FRAEWs from a desk-based perspective. If an Auditor is concerned about an FRAEW and thinks further analysis beyond a desk-based approach is needed then this should be discussed with the Authority and the Representative and then a site visit may be deemed appropriate but not without prior agreement of the Authority and/or the Representative.

5.34. Auditors will review FRAEWs submitted to the BSF and MRS. If it is identified that the FRAEW being Audited was produced by PRP Architects LLP, then PRP Architects LLP will not be allocated this Audit. If PRP Architects LLP and/or Auditors identify that the FRAEW being Audited was undertaken by PRP Architects LLP itself, PRP Architects LLP must inform the Authority immediately. The Authority, at its absolute discretion, shall then manage any corrective action it deems necessary.

5.35. If an individual Auditor identifies any other conflicts of interest of any kind that they may have when Auditing a FRAEW, they must inform the Authority and the Representative immediately. The Authority, at its absolute discretion, shall then manage any corrective action it deems necessary.

5.36. PRP Architects LLP, when accepting Audits, should consider other requirements under this Call-Off Contract, such as undertaking FRAEWs. PRP Architects LLP must ensure that undertaking an Audit does not compromise the pace at which they undertake FRAEWs (as set out in Part 1

above). However, PRP Architects LLP is encouraged to simultaneously undertake and Audit FRAEWs provided they have appropriate resources.

#### Anticipated Delivery Volumes

5.37. The FRAEWs are divided into two categories; buildings equal to or greater than 17.7 metres in height which are applying to the BSF and buildings between 11 and 17.7 metres in height which are applying to the pilot phase of the MRS.

5.38. For buildings greater than 17.7 metres in height, the Authority has identified between 165 and 309 Responsible Entities to which it anticipates offering FRAEW services. The volume of FRAEWs delivered will then be subject to the number of Responsible Entities which agree to work with the Authority and the rate of additional applications to the BSF.

5.39. For buildings between 11 and 17.7 metres in height, a minimum of 30 buildings will require FRAEWs as part of the pilot for MRS. There will be an additional maximum number of 360 buildings considered for participation in the pilot which may also require FRAEWs. There is therefore a maximum anticipated volume of 390 FRAEWs, however this will be subject to the numbers of organisations participating in the pilot scheme.

5.40. The Authority is utilising a multi-SPS Provider strategy to deliver this volume of FRAEWs and therefore shall not require PRP Architects LLP to deliver FRAEWs for all of these buildings. FRAEW volumes will be allocated between SPS Providers according to SPS Provider available capacity and capability with the intention of delivering as many FRAEWs to the requisite quality as possible.

5.41. PRP Architects LLP shall be required to deliver to the Authority a forecast for its capacity for delivering FRAEWs over the Contract Term (the "Capacity Tracker"). This forecast should highlight how the team working on the delivery of FRAEWs shall be leveraged to maximise the number of FRAEWs it shall be able to deliver and any increases in productivity which PRP Architects LLP anticipates occurring over time.

5.42. PRP Architects LLP shall be expected to deliver at or above the number of FRAEWs which it has stated it has the capacity to deliver in the Capacity Tracker throughout the life of the contract.

5.43. The Capacity Tracker shall be reviewed at the Weekly Check-In meeting. The forecasts contained therein may be revised either at the Monthly Contract Management Meeting or on an emergency basis subject to the occurrence of unforeseen and unavoidable circumstance.

5.44. If PRP Architects LLP experiences an issue or disruption which results in a reduction in its capacity, thereby requiring an alteration in its forecasts, PRP Architects LLP must inform the Authority as soon as reasonably practicable. The Parties shall then collaborate to identify the cause of the issue and ways in which it may be mitigated.

5.45. If the Authority, at its discretion, determines that the issue or disruption was unforeseeable or unavoidable (for example, a key resource becoming unavailable due to illness or an ongoing FRAEW incurring delays) then any reduction in the number of FRAEWs delivered shall not be considered against PRP Architects LLPs performance against Key Performance Indicator 1.

5.46. The Authority, the Representative and PRP Architects LLP shall work collaboratively and in good faith throughout the Term of the contract, utilising the Management Information provided and according to the management provisions set out in Section 7, to determine what volumes of FRAEWs PRP Architects LLP is able to undertake whilst continuing to deliver the FRAEWs to the required quality.

#### Continuous Improvement

5.47. The Authority has developed its remediation programmes in accordance with PAS 9980:2022. The Authority may choose to amend the required standard of FRAEWs to reflect changes applied to PAS 9980:2022 published guidance for remediation programmes and/or guidance from professional and industry bodies. The Authority will inform PRP Architects LLP in advance of any changes to required standards from FRAEWs. PRP Architects LLP must adhere to any relevant guidance developed during the duration of the Call-Off Contract.

5.48. Work completed by PRP Architects LLP either in providing FRAEWs or Auditing them may be used to inform the development of new guidance or feedback to the industry on the appraisal of external wall systems.

5.49. PRP Architects LLP will be expected to continually improve the way in which the Services are to be delivered throughout the Contract Duration, particularly in regard to increasing pace and productivity.

5.50. PRP Architects LLP will work with the Authority and the Representative to identify ways in which the management of the Call-Off Contract and the documentation which is produced in the delivery of the Services can be improved to enhance the efficiency and quality of the Services.

5.51. PRP Architects LLP should present new ways of working to the Authority during the Monthly Contract Management Meetings for the Authority's attention. Where the changes shall have a material impact on the nature of the Service being provided to the Responsible Entity, PRP Architects LLP must seek the agreement and approval of both the Authority and the Representative.

#### Social value

5.52. With reference to the Government's Social Value Model, PRP Architects LLP shall commit to The Authority's social value priority in relation to these requirements, which is Theme 2: Tackling economic inequality and policy outcome 'Increase supply chain resilience and capacity'.

5.53. As part of the proposal, PRP Architects LLP shall outline to the Authority how it shall deliver against this Policy Outcome. A KPI shall then be used in the life of the contract to monitor PRP Architects LLP's delivery against this Policy Outcome.

5.54. Details about how PRP Architects LLP shall deliver the policy outcome is included in the Project Brief evaluation criteria. In addition, a KPI will be used to monitor PRP Architects LLP's delivery of the policy outcome.

5.55. PRP Architects LLP must ensure that the Services are delivered in compliance with the Equality Act 2010.

#### Price

5.56. Prices are to be submitted in line with the Pricing Model Document. All prices should be excluding VAT

#### 5.57. Pricing Components

5.57.1. PRP Architects LLP shall be required to provide pricing for the following categories:

- Delivery Team Rates
- Monthly Management Fee
- Fire Risk Appraisal of External Walls - Basic Assessment
- Fire Risk Appraisal of External Walls Audit
- Price Book for Additional Activity

#### 5.58. Delivery Team Rates

5.58.1. PRP Architects LLP shall provide a list of all the resources which it shall be utilising in the delivery of the Services, except for any resources which shall be used only for the delivery of Additional Activity and not for any of the other Services in this Requirement.

5.58.2. The following information shall be provided for each resource:

- 5.58.2.1. Unique Resource Identification
- 5.58.2.2. Discipline of Resource

5.58.2.3. Seniority of Resource

5.58.2.4. Hourly Rate

5.58.2.5. Daily Rate

5.58.3. When subsequently providing the cost of resources as Charge Items in the pricing of the other sections of the Pricing Model Document which do not relate to the pricing of Additional Activity, PRP Architects LLP should provide the Unique Resource Identification and then utilise the day or hourly rate provided in this Resource Rates section.

5.58.4. Where the resources in this list are also required for the undertaking of any Additional Activity, PRP Architects LLP shall utilise the Resource Rates in this list in calculating the price of the Additional Activity required.

#### 5.59. Monthly Management Fee

5.59.1. PRP Architects LLP shall provide a Fixed Price for the cost of the resource required to undertake the management of the Call-Off Contract on a monthly basis.

5.59.2. This shall be calculated through the provision of a list of Charge Items for the management of the Contract for each month of the contract. This should include a total cost for each resource deployed in the delivery of the Contract Management and Management Information requirements for each month. Charge Items should include but are not limited to regular reporting, meeting attendance and project management.

5.59.3. PRP Architects LLP shall also provide a cost for each month of the optional extension period.

5.59.4. The Monthly Management Fee shall be reviewed by PRP Architects LLP and the Authority at the three (3) month anniversary of the Contract Commencement Date to determine whether the Fee remains proportionate to the volume of Services which PRP Architects LLP is undertaking. Following this review, Monthly Management Fee value may be altered subject to the agreement of both Parties.

5.59.5. Either Party shall be able to request a review of the Monthly Management Fee at each subsequent monthly anniversary of the Contract Commencement Date.

#### 5.60. Fire Risk Appraisal of External Walls - Basic Assessment

5.60.1. PRP Architects LLP shall provide a Fixed Price for the undertaking of a Basic Assessment.

5.60.2. The price of the Basic Assessment shall refer to the completion of all Delivery Milestones except the "Additional Activity Implementation" milestone. The price should therefore include the signing of the Collateral Warranty, the provision of the FRAEW Delivery Plan and the FRAEW Delivery.

5.60.3. The price should not include the cost of undertaking any activity on the Responsible Entity's site or any services which would be required for the completion of the "Additional Activity Milestone", such as Intrusive Surveys. These additional costs will be reflected in the "Price Book for Additional Activity" section of the Pricing Model Document.

5.60.4. PRP Architects LLP shall provide a cost for each Charge Item used in the delivery of a Basic Assessment. Within the Charge Items PRP Architects LLP shall detail what resources shall be utilised in undertaking a Basic Assessment, the rate applied for their usage and the total cost of the resource. These rates must align with those in the "Delivery Team Rates" section of the Pricing Model document.

5.60.5. The Fixed Price shall be calculated through the sum of each Charge Item followed by the application of a discount rate provided by PRP Architects LLP. This discount rate should reflect the total of any discounts applied, including but not limited to, a



volumetric discount for the volume of FRAEWs forecast to be delivered through this Call-Off Contract.

5.61. Fire Risk Appraisal of External Walls Audit

5.61.1. PRP Architects LLP shall provide a Fixed Price for the undertaking of a single Audit of a Basic Assessment FRAEW.

5.61.2. The price shall be calculated through PRP Architects LLP providing a list of Charge Items for undertaking of each form of Audit, Within the Charge Items PRP Architects LLP shall detail what resources shall be utilised in undertaking an Audit, the rate applied for their usage and the total cost of the resource. These rates must align with those in the "Delivery Team Rates" section of the Pricing Model document.

5.61.3. The sum of these resource costs shall constitute the Fixed Price of undertaking a single Audit.

5.61.4. If it is agreed that the Audit requires the undertaking of a site visit as set out in paragraph 5.33, PRP Architects LLP shall provide the Authority with a fixed price for the undertaking of this specific site visit on a case-by-case basis. This price will not be detailed in this Pricing Model Document. This additional cost shall be added via the Change Control Procedure to the fixed price for the specific Fire Risk Appraisal of External Walls to establish a total cost.

5.62. Price Book for Additional Activity

5.62.1. The Price Book for Additional Activity shall act as an agreed list of pricing for activity which could be required to provide PRP Architects LLP with the information necessary to undertake an FRAEW on the Responsible Entity's building. This shall provide the basis for the calculation of the price for the completion of the "Additional Activity Implementation" Milestone where the milestone is required for the completion.

5.62.2. The Price Book for Additional Activity is subdivided into sections reflecting the two categories of Buildings which may require investigative activity; buildings over 17.7 metres in height and buildings between 11 and 17.7m in height.

5.62.3. Within these two sections PRP Architects LLP shall provide prices for Materials and Equipment as well as the rates for specialist Resources which would only be utilised in the undertaking of Additional Activity and not for any of the other Services in this Requirement. These costs shall be categorised according to their use in either External Wall Investigations or Access.

5.62.4. PRP Architects LLP shall provide a description of any discounts which may be applied to the Price per Unit of a Charge Item. This may refer to any volumetric discounts applied when certain quantities of the Charge Item are utilised or other alternatives. PRP Architects LLP shall enter free text in the relevant cells in the Pricing Model Document to describe the nature of such discounts.

5.62.5. Where there is a variation in unit cost that is subject to matters such as differing sub-contractor pricing, building location or access restrictions, PRP Architects LLP should enter multiple Charge Items. In such a circumstance, PRP Architects LLP should provide a unique identification number for each Charge Item to allow the Authority to track variations in pricing during delivery.

5.62.6. The Material, Equipment and Resource costs shall be utilised by PRP Architects LLP when generating the fixed price in the FRAEW Delivery Plan, for the delivery of the "Additional Activity Implementation" milestone for each FRAEW.

5.62.7. The Authority acknowledges that there may be further costs in the delivery of Additional Activity, which are not recorded or differ from those in the Price Book for Additional Activity, that are required for the delivery of the "Additional Activity Implementation" Milestone. In the Pricing Model Document PRP Architects LLP shall provide a set level of Overheads and Profit that shall be applied as standard to any such further

costs. If these further costs do arise, PRP Architects LLP shall notify the Authority in the FRAEW Delivery Plan of the novel costs and provide an explanation as to its necessity and value. The Authority may subsequently request that this extra cost is captured and recorded as a new Charge Item in the Price Book for Additional Activity via the Change Control Procedure.

5.63. Calculating the Price of each Fire Risk Appraisal of External Walls

5.63.1. The Price for each FRAEW should be determined through the following calculation:

$$\text{Fixed Price for FRAEW} + \text{Price of Additional Activity} = \text{Total Price}$$

5.63.2. PRP Architects LLP shall provide a fixed price for each FRAEW in the applicable FRAEW Delivery Plan. This Fixed Price shall be calculated using the calculation as set out above and contain an itemised list of the charges for the delivery of the Additional Activity. This itemised list shall use the rates provided in the "Price Book for Additional Activity" and provide a figure for the quantity and/or duration of use of each cost item.

5.63.3. Should PRP Architects LLP incur additional or unexpected costs in the undertaking of the FRAEW PRP Architects LLP should notify the Authority as soon as it is practically possible with an indication of the level of the additional cost and a clear explanation regarding the reason for its occurrence. The Authority shall review this notification within 5 Working Days and may request PRP Architects LLP provide additional evidence and / or clarifications regarding the costs. Subject to the Authority's satisfaction that the cost is suitably evidenced and necessary the additional costs shall be included in the Fixed Price for the FRAEW via the Change Control Procedure. Should the Authority not be satisfied with the evidence or explanation provided regarding the additional cost the matter shall be escalated to the Monthly Management Meeting for discussion and resolution.

Relationship Management

5.64. PRP Architects LLP shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

5.65. PRP Architects LLP's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

5.66. PRP Architects LLP shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority and the Representative throughout the duration of the Contract.

5.67. The Authority reserves the right, at its absolute discretion, to request the removal of an individual resource or sub-contractor from the delivery of the Services should the resource's behaviour toward or communication with the Authority, Representative or Responsible Entity be determined to be inappropriate or lacking the suitable level of professionalism which the Authority may reasonably request in the delivery of these Services. PRP Architects LLP shall then be required to find a suitable replacement as soon as is reasonably practicable.

Security and Confidentiality Requirements

5.68. All documentation and information shared by the Authority and Representative with PRP Architects LLP as part of the Services must be treated as confidential on an ongoing basis. It must not be disclosed to any third parties or used for other purposes for any reason unless express

permission is given by the Authority. PRP Architects LLP must adhere to the Confidentiality clauses as set out in the Terms.

5.69. All information provided must be used by PRP Architects LLP only for the purposes of the FRAEW assessment or Audit. Once a FRAEW has been completed, PRP Architects LLP must return all documentation to the Responsible Entity. Once an FRAEW Audit has been completed, PRP Architects LLP must return all documentation to the Authority and/or Representative.

5.70. PRP Architects LLP must seek express permission from the Authority to publicise their appointment and to use any findings in presentations, reports, articles, examples, company literature or similar. The Authority reserves the right to refuse such requests.

5.71. PRP Architects LLP must not publicise or make publicly available any information which may either identify the Responsible Entity or the Responsible Entity's building(s) which are undergoing a FRAEW or reveal the outcome of the FRAEW undertaken on the Responsible Entity's building(s) without the express permission of both the Authority and the Responsible Entity.

5.72. PRP Architects LLP must adhere to the Authority's data processing requirements and security requirements – please refer to the Terms and relevant schedules.

#### Payment

5.73. Payment for the delivery for FRAEWs can only be made following satisfactory delivery of the Exit Deliverables for the "FRAEW Delivery Milestone" and the "Clarification and Feedback" Milestone (together the "Payment Milestones") for FRAEW Audits respectively, as outlined in Section 5 (Key Milestones and Deliverables).

5.74. Payment for the Monthly Management Fee shall be made subject to the compliance of PRP Architects LLP with the Management Information and Contract Management requirements as set out in Section 7.

5.75. Before payment can be approved, each service delivery plan must include a detailed elemental breakdown of work completed, and the associated costs based upon the prices provided in the Pricing Model Document, highlighting where appropriate any costs incurred were implemented via the Change Control Procedure and not subject to the Fixed Price provided in the FRAEW Delivery Plan.

#### Location

5.80. The location of the Services will be carried out either at PRP Architects LLP's offices or on location at the relevant Responsible Entity's building.

5.81. All Contract Management meetings shall be held virtually other than where agreed between the Parties.

### **6. MILESTONES**

The following Delivery Milestones shall apply for the delivery of each FRAEW commissioned for executing by PRP Architects LLP:

No.	Milestone Description	Entry Deliverables	Exit Deliverables	Timeframe
1	FRAEW commissioning	Email from the Authority or the Representative commissioning the delivery of an FRAEW	Email confirming acceptance by PRP Architects LLP of the undertaking of FRAEW and outlining	2 Working Days

			any potential conflicts of interest.	
2	Collateral Warranty Agreement	SPS Provider is provided with the contact details of the Responsible Entity	<p>SPS Provider and Responsible Entity sign Collateral Warranty for the provision of the FRAEW</p> <p>Collateral Warranty is shared as a PDF via email with the Authority or the Representative as appropriate</p>	5 Working Days
3	FRAEW Delivery Plan	SPS Provider engages with Responsible Entity to ascertain whether they have all the information required to produce FRAEW and how complex the assessment is likely to be.	SPS Provider provides the Authority or Representative as appropriate with the FRAEW Delivery Plan	10 Working Days
4	Additional Activity Implementation (where required)	The Authority or Representative approves PRP Architects LLP's proposal in the FRAEW Delivery Plan to undertake additional activities to acquire information required for an FRAEW	<p>SPS Provider completes the Additional Activity</p> <p>SPS Provider notifies the Authority of the completion of the additional activities</p>	As set out in FRAEW Delivery Plan
5	FRAEW Delivery	<p>SPS Provider has acquired all necessary information to undertake FRAEW</p> <p>SPS Provider works with Responsible Entity to produce FRAEW</p>	<p>PRP Architects LLP notifies the Authority or Representative of the completion of the FRAEW by sharing the FRAEW Report and proof of receipt by the Responsible Entity with the Authority or Representative</p> <p>PRP Architects LLP updates the Delivery Tracker and the</p>	11 <sup>th</sup> May 2023



			Capacity Tracker as appropriate.  <b>(Payment Milestone)</b>	
6	Monthly management Fee November	SPS Provider delivers service in line with this specification	SPS Provider produces monthly report on delivery in line with service levels.	1 <sup>st</sup> Dec 2022
7	Monthly management Fee December	SPS Provider delivers service in line with this specification	SPS Provider produces monthly report on delivery in line with service levels.	1 <sup>st</sup> Jan 2023
8	Monthly management Fee January	SPS Provider delivers service in line with this specification	SPS Provider produces monthly report on delivery in line with service levels.	1 <sup>st</sup> Feb 2023
9	Monthly management Fee February	SPS Provider delivers service in line with this specification	SPS Provider produces monthly report on delivery in line with service levels.	1 <sup>st</sup> March 2023
10	Monthly management Fee March	SPS Provider delivers service in line with this specification	SPS Provider produces monthly report on delivery in line with service levels.	1 <sup>st</sup> April 2023
11	Monthly management Fee April	SPS Provider delivers service in line with this specification	SPS Provider produces monthly report on delivery in line with service levels.	1 <sup>st</sup> May 2023
12	Monthly management Fee May	SPS Provider delivers service in line with this specification	SPS Provider produces monthly report on delivery in line with service levels.	11 <sup>th</sup> May 2023

6.1. In the event of circumstances which mean a FRAEW cannot be produced in accordance with the Timeframes as set out above PRP Architects LLP should notify the Authority as soon as possible and provide an explanation as to why the Timeframe cannot be met and how much additional time shall be required. Subject to this explanation the Authority shall determine, at its discretion, whether the Timeframe may be revised without impacting PRP Architects LLP's compliance with the Service Levels as set out in Section 6. In the event that the Authority determines PRP Architects LLP has a sufficient justification for extending the relevant Timeframe the Parties shall agree to revised milestones for that specific FRAEW.

6.2. The Authority also reserves the absolute right to reallocate the delivery of the FRAEW if it determines that PRP Architects LLP's failure to meet the timeframes above are unacceptable.

6.3. The Parties agree that they shall review the Timeframes associated with each deliverable on a monthly basis in order to provide assurance that they remain appropriate and proportional to the Services being delivered. Subject to the agreement of both Parties, the Timeframes may be amended via the Change Control Procedure.

6.4. The following Delivery Milestones shall apply for the delivery of each FRAEW Audit commissioned for execution by PRP Architects LLP:

No.	Description	Entry Deliverables	Exit Deliverables	Timeframe
1	FRAEW Audit Commissioning	Email from Authority commissioning the delivery of FRAEW Audit	Email confirming acceptance by PRP Architects LLP of the undertaking of FRAEW Audit and outlining any potential conflicts of interest.	2 Working Days
2	Audit Delivery	SPS Provider is provided via email the documentation requiring Audit from the Authority  SPS Provider confirms receipt of all information	SPS Provider returns Audit report to the Authority  SPS Provider provides invoice to the Authority	8 Working Days
3	Clarification and Feedback	Authority submits via email any clarifications / queries to PRP Architects LLP in relation to the outcome of the Audit	SPS Provider provides Authority with responses to clarification / queries via email.  PRP Architects LLP updates the Delivery Tracker and Capacity Tracker as appropriate.  (Payment Milestone)	5 Working Days

6.5. As per the provisions of paragraph 5.33, if during the Audit Delivery phase PRP Architects LLP believes that a site visit may be required in order to complete the Audit, PRP Architects LLP must inform the Authority or Representative as soon as is practically possible. The Parties shall then discuss the proposal for a site visit to determine if it is required. If the Parties agree that a site visit is required, the Parties shall agree a revised timeframe for the "Audit Delivery Milestone" for that specific Audit.

6.6. In the event of circumstances which means a FRAEW Audit cannot be produced in accordance with the timeframe as set out above PRP Architects LLP should notify the Authority as soon as possible and provide an explanation as to why the timeframe cannot be met and how much additional time shall be required. Subject to this explanation the Authority shall determine,

at its discretion, whether the timeframe may be revised without impacting PRP Architects LLP's compliance with the Service Levels (Section 6). In the event that the Authority determines PRP Architects LLP has a sufficient justification for extending the timeline, the Parties shall agree to revised Delivery Milestones.

6.7. The Authority also reserves the absolute right to reallocate the delivery of the FRAEW Audit if it determines that PRP Architects LLP's failure to meet the timeframes above are unacceptable.

## 7.0. SERVICE LEVELS AND KEY PERFORMANCE INDICATORS (KPIs)

7.1. The Authority will monitor and measure the quality of PRP Architects LLP's delivery by:

KPI	Service Area	KPI description	Target	Retention (% of Total Contract Value)
1	Volume of FRAEWs undertaken	PRP Architects LLP delivers the volume of FRAEWs in accordance with the volume set out in the "Capacity Tracker" document (see paragraph 5.41)	95%	2%
2	Delivery timescales for undertaking FRAEWs	Delivery Milestones are achieved for each FRAEW within the timescales as set out in Section 6 (Key Milestones and Deliverables), unless otherwise agreed through the process set out in paragraph 6.2	100%	0.5%
		Delivery Milestones are achieved for each FRAEW Audit within the timescales as set out in Section 6 (Key Milestones and Deliverables), unless otherwise agreed through the process set out in paragraph 6.7		0.5%
3	Standard of FRAEWs undertaken	FRAEWs are to be fully completed using PAS 9980:2022 and in line with published guidance for the BSF and MRS (when available)	100%	2%
4	Standard of Audit reports	FRAEW Audit reports to be produced in line with the format agreed with the Authority, as set out in paragraph 5.29	100%	0%

5	Requests for Information	Respond to 100% of Requests for Information directed to PRP Architects LLP within 3 Working Days. Where the information is not immediately available, to set out a plan to obtain the required information within 24 (Twenty-four) Hours and agree to a revised deadline which PRP Architects LLP must meet: failing to meet the revised deadline will be treated as missing this KPI unless agreed otherwise.	100%	0%
6	Social Value	Adherence to deliver the social value commitments and policy outcomes as set out and agreed upon in PRP Architects LLP's Social Value Strategy	100%	0%

## 7.2. Retention

7.2.1. The Retention Mechanism shall function in such a manner that for each payment invoiced by PRP Architects LLP, the Authority shall retain 5% of the total amount invoiced. This 5% retention amount shall be applied to the Monthly Management Fee each month and the invoices submitted for the completion of both FRAEWs and FRAEW Audits.

7.2.2. Upon the expiry of the Contract the Authority shall review PRP Architects LLP's performance against the KPIs over the life of the Contract. If PRP Architects LLP does not meet the KPI target for a given KPI the Authority shall retain a value equivalent to the following calculation:

**Total Contract Value x KPI Retention % = amount retained by the Authority**

### Worked Example:

Total Contract Value = **Redacted** SPS Provider score against KPI 1 = 85%  
**Redacted**

The maximum value that can be retained shall be 5% of the total contract value. If PRP Architects LLP achieves all KPI targets then no value shall be retained.

### KPI 1 - Volume of FRAEWs Undertaken

The Parties agree that KPI 1 "Volume of FRAEWs Undertaken" shall not be assessed in the first month following the Contract Commencement Date. Therefore, if PRP Architects LLP is unable to achieve the KPI target in this period, this shall not result in the triggering of the Retention Mechanism as set out in paragraph 7.2.

If during the Contract Term, PRP Architects LLP is unable to meet the KPI target on account of the Authority or Representative commissioning an insufficient volume of FRAEWs to meet the capacity levels set out in the Capacity Tracker and the Parties agree that the failure is the responsibility of the Authority or Representative, PRP Architects LLP's failure to meet the KPI Target shall not trigger the Retention Mechanism.

Further information that sets out continuous improvement plans where KPIs are not met or where poor SPS Provider performance requires early termination of the Contract can be found in the Terms.



## 8. CONTRACT MANAGEMENT

### Management Information

8.1. PRP Architects LLP will provide an updated tracker ("**Delivery Tracker**") for review at each monthly Contract Management Meeting detailing the FRAEWs they are undertaking and Auditing at present as well as the FRAEWs they have undertaken and Audited.

8.2. The Delivery Tracker shall note the following information for all FRAEWs both underway and completed at the time of the Meeting:

8.2.1 Name, address and unique property reference number (to be provided by the Authority or Representative as appropriate) for the associated Responsible Entity

8.2.2 Height of the building

8.2.3 Progress of the FRAEW

8.2.4 Whether the FRAEW requires or required a Basic or In-Depth Technical Assessment

8.2.5 Where possible a summary of Additional Activities scheduled to be provided / that were provided to the Responsible Entity

8.2.6 The FRAEW delivery commencement date and forecast completion date (of FRAEWs underway) or completion date (for FRAEWs completed)

8.2.7 The individuals deployed on the delivery of the FRAEW

8.3 For completed FRAEWs the following information should also be provided

8.3.1. What wall types were present on the building

8.3.2. Summary list of recommendations

8.4. PRP Architects LLP will also provide the Authority with a Monthly "**KPI Report**" capturing PRP Architects LLP's performance against the Key Performance Indicators set out in Section 6 for review at the Monthly Contract Management Meeting. This report shall be presented in a standard format, to be provided by the Authority.

8.5. PRP Architects LLP shall provide to the Authority on the 3-month anniversary of the Contract Commencement Date an "**Interim Lessons Learned Report**". The Report shall capture any notable delivery challenges, successes and learnings PRP Architects LLP has experienced in delivering the Call-Off Contract as well as recommendations for improving the delivery of the Services based on this experience. This shall be presented for review and discussion at the Monthly Management Meeting which occurs following the 3-month anniversary of the Contract Commencement Date. This report must include an Executive Summary at the start of the Report which summarises the recommendations.

8.6. PRP Architects LLP shall also provide a "**Final Lessons Learned Report**" following the contract expiry date which follows the same format as the Interim Lessons Learned Report. This shall be presented to the Authority for review and comment following which the parties shall convene a meeting to discuss the Report.

8.7. PRP Architects LLP may also be asked to attend meetings organised by the Authority or the Representative to report on any trends identified during the work they have conducted. PRP Architects LLP must attend these meetings at their own expense.

### Contract Management

8.8. PRP Architects LLP is expected to work closely with the Authority and the Representative throughout the term of the Contract and in the delivery of any FRAEWs commissioned. For the

BSF, SPS Providers will liaise primarily with the Authority and for the MRS, SPS Providers will liaise primarily with the Representative.

8.9. PRP Architects LLP shall be expected to attend two regular Contract Management meetings. These are as follows:

8.10. Weekly drop in meeting

8.10.1. The Weekly Drop-In meeting shall be utilised to discuss the following:

8.10.1.1. PRP Architects LLP's progress in regard to on-going activity

8.10.1.2. Any immediate challenges PRP Architects LLP is currently facing in delivery, including lack of or improper engagement from the Responsible Entity

8.10.1.3 PRP Architects LLP's "Capacity Tracker"

8.10.1.4. The Authority shall update PRP Architects LLP on the pipeline of FRAEWs

8.10.1.5. The Authority and SPS Provider shall agree the allocation of new Work Packages based upon capacity and demand

8.10.2. This session shall be held weekly at a time and date to be agreed between the Parties. This shall be a virtual meeting and shall be the responsibility of PRP Architects LLP to organise.

8.10.3. If either Party is unable to attend the meeting at the agreed time, they shall inform the other party a minimum of 2 Working Days prior and provide a list of alternate times which they are able to attend. The Parties shall then discuss which alternate time is the most acceptable.

8.11. Contract Management Meeting

8.11.1. The Contract Management Meeting shall be utilised to review and/or discuss the following:

8.11.1.1. PRP Architects LLP's KPI Report and any associated matters relating to PRP Architects LLP's performance

8.11.1.2. PRP Architects LLP's Delivery Tracker and any associated matters relating to the delivery of the Services

8.11.1.3. The pipeline of FRAEWs and PRP Architects LLP's capacity to undertake FRAEWs

8.11.1.4. Any actions relating to Continuous Improvement undertaken by either Party

8.11.1.5. Review of Invoices and escalation of any matters relating to payment

8.11.1.6. Escalation of any matters requiring discussion or resolution between the Parties

8.11.2. The Contract Management Meeting shall be held monthly at a time and date to be agreed between the Parties. This shall be a virtual meeting unless otherwise agreed between the parties and shall be the responsibility of PRP Architects LLP to organise

8.11.3. If either Party is unable to attend the meeting at the agreed time, they shall inform the other party a minimum of 5 Working Days prior and provide a list of alternate times which they are able to attend. The Parties shall then discuss which alternate time is the most acceptable

8.11.4. SPS Providers must attend any Contract Management Meetings at their own expense. These regular meetings will be requested by the Authority and are expected to

take place remotely unless otherwise specified PRP Architects LLP shall be expected to take minutes of all contract management meetings and submit draft minutes of each meeting to the Authority for approval.		
<b>Special licences, consents, conditions required as part of the deliverables?</b>	Collateral Warranty agreement	
<b>Specialist Professional Services Category (Primary)</b>	Construction, Design and Engineering	
<b>Specialist Professional Services Category (Secondary)</b>	Survey Services	
<b>Commencement Date</b>	11/11/2022	
<b>Completion Date</b>	11/05/2023	
<b>Total price payable</b> All prices to include the 5% Delivery Partner's Managed Services Fee excluding VAT. Expenses are exempt of the 5% Delivery Partner's Managed Services Fee. Payment terms are in accordance with the SPS Contract	Total: Redacted	
<b>Purchase Order No</b>	4500336532	
<b>Details of agreed expenses</b>	N/A	
<b>Agreed Payment schedule</b> (Milestone schedules to be detailed below)	Payment (Milestones)	Detail:  Consumption Based – monthly submissions
	Payment in full option	
	Other	
<b>Insurance Cover required</b> (To be amended in accordance with project requirements or if Enhanced or C&E SDA provisions applicable)	Amount (£)	
	Public Liability	£10,000,000
	Employers Liability	£10,000,000
	Professional Indemnity	£15,000,000
<b>Any further specific requirements</b>	Amendments have been made to the NEPRO3 ESDA clauses below and read as follows:  14.1.1 public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) (Indexed if advised by the Relevant Authority) any one occurrence.  14.1.2 employer's liability insurance with a limit of indemnity of not less ten million pounds (£10,000,000) any one occurrence.  14.1.3 professional indemnity insurance with a limit of indemnity of not less than fifteen million pounds	

	(£15,000,000) each & every event but limited to five million (£5,000,000) in the aggregate for cover in respect of pollution and contamination and fifteen million pounds £15,000,000 in the aggregate in respect of fire safety. Cover extends to include provision of EWS1 surveys.
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#### Invoicing procedure

PRP Architects LLP shall complete and submit a Service Delivery Plan via the Technology Platform. This will initiate the Self-Billing Process once approved by the Authority or requirement owner.

#### Milestone reporting and Payment (Subject to agreed 'Service Delivery Plans')

Description		Deliverables	Invoice Frequency	Day Rate	Total Price
1.1	Payment Schedule 1 – Project_4652 - NEPRO3 - Fire Risk Appraisal of External Walls and Fire Risk Appraisal of External Walls Audit – PO 4500336532 – Consumption Based - FRAEW Commissioning and FRAEW Audit services	As set out in Specialist Professional Services section	Monthly – value TBC	Refer to Appendix 2 – Price Book	Redacted
Total:					Redacted

Total Price	Commencement Date	Currency
Redacted	11/11/2022	Pounds Sterling

#### Acknowledgment re supervision and control of SPS Provider personnel



By signing this Work Order and agreeing to the Supplier Terms, PRP Architects LLP confirms for the duration of the Services provided (subject to the contractual terms governing the Services to be provided):

1. PRP Architects LLP shall procure that its personnel do not act or operate in a manner which could be perceived in such a way as to infer that PRP Architects LLP's personnel are employees of the Authority;
2. PRP Architects LLP shall always ensure that the Authority shall not supervise or control the work being carried out by PRP Architects LLP's personnel;
3. PRP Architects LLP is free to determine the personnel it uses to provide the services provided that all personnel meet the standards specified by the Authority (including security clearances where applicable);
4. PRP Architects LLP shall not assume any line management responsibility for any of the Authority's employees;
5. PRP Architects LLP shall use their own equipment to deliver the Services, except where the provision of equipment by the Authority is necessary for security purposes;
  
6. PRP Architects LLP shall determine their own place and hours of work, except where the nature of the project naturally enforces restriction e.g. attending project meetings at client site during business hours;

If at any time, PRP Architects LLP fails to comply with the above terms, this shall amount to a material breach of the Work Order which is not capable of remedy for the purposes of the termination clause of the SDA and this Work Order will be terminated with immediate effect. If PRP Architects LLP breaches these provisions it may be liable for the payment of income tax or national insurance contributions.

#### **ANNEX 1 – to record permitted project specific processing of personal data**

1. The Contractor shall comply with any further written instructions with respect to processing by the Data Controller.
2. Any such further instructions shall be incorporated into this Schedule and this Schedule may be amended at any time during the Term by agreement in writing between the Data Controller and the Contractor to ensure that the description and detail set out in this Schedule with regard to the processing of personal data reflects the arrangements between the Parties, is accurate and is compliant against the Data Protection Legislation.

No	Description	Details
1	Subject matter of the processing	Personal Data of Responsible Entities' is used in order to deliver the Services.

2	Duration of the processing	The Term of the Contract plus the period from the expiry of the Term to the deletion or return of the Responsible Entities' Personal Data in accordance with the provisions of this contract.
3	Nature and purposes of the processing	<p>The Personal Data shall be used to identify the Responsible Entity that is requesting support in the delivery of a Fire Risk Appraisal of External Walls on their building and facilitate their allocation to PRP Architects LLP.</p> <p>The Responsible Entity shall share their name, address and contact details with the Authority. The Authority shall then record this Personal Data for the purpose of sharing the contact information with PRP Architects LLP. PRP Architects LLP shall then use the Personal Data to consult the Responsible Entity and undertake the delivery of the Services on behalf of the Authority.</p>
4	Type of Personal Data	Name, Employer, Email Address, Phone Number
5	Categories of Data Subject	Responsible Entity Staff
6	Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	PRP Architects LLP shall be expected to destroy all Personal Data with which it was provided by the Authority in a secure manner from its internal systems within 2 Working Days of the Expiry of the Term.

## **ANNEX 2**

1. This Annex lists the sub-processors that the Data Controller has authorised the Contractor to use in accordance with the Supplier Terms.
2. The Data Controller may, at any time and upon such notice as is reasonable in the circumstances, withdraw its approval in relation to any or all sub-processors listed within this Annex and upon such withdrawal the Contractor must immediately cease using that sub-processor.
3. If the Contractor wishes to propose a new sub-processor for approval, it must provide written notice to the Data Controller detailing the identity of the proposed sub-processor, the nature of the sub-processing and confirmation that a written contract in relation to the sub-processing is in place between the Contractor and the sub-processor. The Data Controller must not unreasonably refuse or delay approval.

4. The Data Controller may at any time and upon reasonable notice request copies of the contracts between the Contractor and its approved sub-processors in relation to the sub-processing.

Sub-contractor details: (name, address and company registration number)	Nature of sub-processing:	Commencement date and term of contract between Contractor and Sub-processor:
Oakwood Building Solutions Limited Redacted Redacted Redacted Redacted Redacted Redacted Company Registration No: 08671591	Personal data would only be processed to allow the sub-contractor to meet with the Responsible Entity and facilitate the delivery of access arrangements	11/11/2022 - 11/05/2023
Dunn Maintenance Redacted Redacted Redacted Redacted Company Registration No: 11144959	Personal data would only be processed to allow the sub-contractor to meet with the Responsible Entity and facilitate the delivery of access arrangements	11/11/2022 - 11/05/2023

#### Appendix 1 – Definitions

Expression or Acronym	Definition
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<b>Additional Activity</b>	<p>Services which are required to obtain or produce the information required to allow for the undertaking of a Fire Risk Appraisal of External Walls. Such information includes but is not limited to:</p> <ul style="list-style-type: none"> <li>• Existing Fire Risk Assessments</li> <li>• External Wall Investigation Report</li> <li>• Building plans, elevations and details</li> <li>• Details of any interim measures</li> <li>• Details of any enforcement notices</li> </ul> <p>Examples of these services include the undertaking of Intrusive Surveys of External Walls for the purpose of delivering an External Wall Investigation Report and Material Analysis Assessments.</p>
<b>Annex A of the BSF guidance</b>	<p>This is the BSF Annex A Technical Guidance for applicants of building safety funding applying for funding via PAS 9980:2022 which sets out the requirements for FRAEWs that the BSF receives. It is available at this website - <a href="https://www.gov.uk/government/publications/building-safety-fund-guidance-for-new-applications-2022/annex-a-technical-guidance-for-applicants-of-building-safety-funding-applying-for-funding-via-pas-99802022">https://www.gov.uk/government/publications/building-safety-fund-guidance-for-new-applications-2022/annex-a-technical-guidance-for-applicants-of-building-safety-funding-applying-for-funding-via-pas-99802022</a></p>
<b>Audit</b>	<p>Reviewing FRAEWs as requested by the Department in line with PAS 9980:2022, Annex A of the BSF guidance and guidance forthcoming for the MRS.</p>
<b>Basic Assessment</b>	<p>An assessment which follows the methodology for basic assessment of the suitability of existing external wall construction. This is set out in Clause 13 of PAS 9980:2022.</p>
<b>BSF</b>	<p>The Building Safety Fund, the money allocated by government to address life safety fire risks in high-rise buildings.</p>
<b>Change Control Procedure</b>	<p>the Change Control Procedure as set out in the Call-Off Contract.</p>
<b>Charge Item</b>	<p>Refers to the unique cost incurred by PRP Architects LLP in delivering the Services and captured in the Pricing Model.</p>
<b>The Authority or the Authority</b>	<p>Department for Levelling Up. Housing &amp; Communities – the Authority.</p>
<b>FRAEW</b>	<p>A Fire Risk Appraisal of External Walls. PAS 9980:2022 gives recommendations and guidance on completing FRAEWs.</p>
<b>FRAEW Delivery Plan</b>	<p>The FRAEW Delivery Plan shall set out PRP Architects LLP's proposal for undertaking the delivery of the FRAEW for the building in question.</p>



<b>HE</b>	Homes England.
<b>In-Depth Technical Assessment</b>	An assessment undertaken where there is application of fire engineering analysis as part of further technical assessment. The methodology for this type of assessment is set out in Clause 14 of PAS 9980:2022.
<b>MRS</b>	The Mid-Rise Scheme for 11-17.7m buildings that have no access to developer-led remediation. The MRS will have a partial opening in autumn 2022 (ahead of full scheme opening in spring 2023).
<b>PAS 9980:2022</b>	Code of practice for fire risk appraisal and assessment of external wall construction and cladding of existing blocks of flats.
<b>Representative</b>	Homes England acting as the Representative on behalf of the Authority
<b>Responsible Entity</b>	The Responsible Entity is the organisation that has the legal obligation or right to carry out the remediation works. The Responsible Entity may be the building freeholder or head leaseholder or a management company or Right To Manage (RTM) company that has primary responsibility for the repair of the property.
<b>Services</b>	Any and all services to be provided by PRP Architects LLP under this Call-Off Contract, including those set out in this Statement of Requirements
<b>SPS Provider</b>	Specialist Professional Services Provider
<b>Terms</b>	The terms and conditions for the delivery of the Services as set out in the Call-Off Contract
<b>Timeframe</b>	The amount of time allocated for the undertaking of each Delivery Milestone as set out in Section 5
<b>Work Package</b>	This refers to the end-to-end delivery of an FRAEW from the point of it being commissioned by the Authority or the Representative to the completion of the FRAEW Milestone
<b>Working Day</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales

## Appendix 2 – Price Book

### Resource Rates

Resources Deployed				
Resource ID	Discipline of Resource	Seniority of Resource	Hourly Rate	Daily Rate
Redacted	Chartered Architect	Partner	Redacted	Redacted
	Inspector /Risk Assessor	Associate Director		
	Chartered Architect	Associate Director		
	Project Manager	Associate Director		
	Chartered Fire Engineer	Associate		
	Fire Engineer	Associate		
	Chartered Architect	Senior Consultant		
	Chartered Architect	Senior Consultant		
	Chartered Architect	Senior Consultant		
	EW Investigator	Senior Consultant		
	EW Investigator	Senior Consultant		
	Health & Safety	Associate		
	Tech Administrator	Admin		

		Cost per month (£)									
		Initial Contract Term (Firm Price)							Optional Extension Period (Fixed Price)		
	Charge Item	1	2	3	4	5	6		1	2	3
1.1	Prep Delivery Plan template	Redacted									
1.2	Prep 2 audit templates										
1.3	Prep Fund & next steps guide										
1.4	Project delivery tracker										
1.5	KPI report / Capacity tracker										
1.6	3 & 6 month report										
1.7	Team management										
1.8	Weekly meeting										
1.9	Monthly meeting										
Total PRP Management Fee by Month		Redacted									

Total PRP Management Fee - Initial Contract Term	Redacted	Total PRP Management Fee - Optional Extension Period	Redacted
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## Fire Risk Appraisal of External Walls Price - Basic Assessment

		Charges				
	Charge Item	Unit Cost /Resource Rate	Quantity	Total Cost	Overhead applied (%)	Total Price of Charge Item
2.1	RE contact / Delivery Plan	Redacted	1	Redacted	0.00%	Redacted
2.2	Assessment and FRAEW	Redacted	5	Redacted	0.00%	Redacted
2.3	Review and QA	Redacted	1	Redacted		Redacted
2.4	RE meeting	Redacted	0.3	Redacted		Redacted
				Total Price for Charge Items		Redacted
Total Price for Charge Items		Redacted				
Discount Applied (%)		Redacted				
Firm Unit Price for FRAEW (Basic)		Redacted				

## Fire Risk Appraisal of External Walls Audit Price

Detailed Audit		Charges					
	Charge Item	Unit Cost / Resource Rate	Quantity / No. of Days or Hours	Total Cost	Overhead applied	Total Price	
4.1	In depth audit	Redacted	2	Redacted	0.00%	Redacted	
4.2	Review and QA	Redacted	0.33	Redacted	0.00%	Redacted	
4.3	Charge Item C			£ -		£0.00	£ -
4.4	Charge Item D			£ -		£0.00	£ -
4.5	Charge Item E			£ -		£0.00	£ -
4.6	Charge Item F			£ -		£0.00	£ -
				Total Price for Detailed Audit		Redacted	
Total Price		Redacted					
Discount Applied (%)							
Firm Unit Price for FRAEW (In-Depth)							
Basic Audit		Charges					



	Charge Item	Unit Cost / Resource Rate	Quantity / No. of Days or Hours	Total Cost	Overhead applied	Total Price	
4.1	Basic Audit	Redacted	0.93	Redacted	0.00%	Redacted	
				Total Price for Basic Audit		Redacted	
Total Price							
Discount Applied (%)							
Firm Unit Price for FRAEW (In-Depth)							

### Price Book (Additional Activity)

External Wall Investigations (18m+) - NOT INCLUDED IN THE CONTRACT VALUE AND WILL BE FOLLOWED UP AS AND WHEN REQUIRED UTILISING BLOOM CHANGE CONTROL PROCEDURE.

	Organisation	Charge Item	Unit Cost	Profit & Overhead applied (%)	Total Price per unit	Description of available discounts
1.1	OBS/CP DUNN	Materials	Redacted	0.00%	Redacted	None
1.2	PRP/OBS/CP DUNN	Overnight stay per person	Redacted	0.00%	Redacted	None

Specialist Resources					
	Resource ID	Organisation	Role of Resource	Hourly Rate	Daily Rate
1.13	Redacted	Potential Provider	Project lead	Redacted	Redacted
1.14	PRP Investigator	Potential Provider	Investigator	Redacted	
1.15	Redacted	Potential Provider	Administrator	Redacted	
1.16	Resource D	Potential Provider			
1.17	Contractor CP Dunn	Sub-Contractor A	Contractor	Redacted	

1.18	Contractor OBS	Sub-Contractor A	Contractor	Redacted	
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Access Equipment (18m+) - NOT INCLUDED IN THE CONTRACT VALUE AND WILL BE FOLLOWED UP AS AND WHEN REQUIRED UTILISING BLOOM CHANGE CONTROL PROCEDURE.

Equipment & Materials						
	Organisation	Charge Item	Unit Cost	Profit & Overhead Applied	Total Price per unit	Description of available discounts
2.1	OBS/CP DUNN	Portable scaffold tower	Redacted	0.00%	Redacted	None
2.2	OBS/CP DUNN	Cherry picker with driver		0.00%		None

External Wall Investigations (11-18m) - NOT INCLUDED IN THE CONTRACT VALUE AND WILL BE FOLLOWED UP AS AND WHEN REQUIRED UTILISING BLOOM CHANGE CONTROL PROCEDURE.

Equipment & Materials						
	Organisation	Charge Item	Unit Cost	Profit & Overhead applied	Total Price per unit	Description of available discounts
1.1	OBS/CP DUNN	Materials	Redacted	0.00%	Redacted	None
1.2	PRP/OBS/CP DUNN	Overnight stay per person		0.00%		None

Specialist Resources					
	Resource ID	Organisation	Role of Resource	Hourly Rate	Daily Rate
1.13	Redacted	Potential Provider	Project lead	Redacted	



\*Opening up procurement®

1.14	PRP Investigator	Potential Provider	Investigator	Redacted	Redacted
1.15	Redacted	Potential Provider	Administrator		
1.16	Resource D	Potential Provider			
1.17	Contractor CP Dunn	Sub-Contractor A	Contractor		
1.18	Contractor OBS	Sub-Contractor A	Contractor		

Access Equipment (11-18m) - NOT INCLUDED IN THE CONTRACT VALUE AND WILL BE FOLLOWED UP AS AND WHEN REQUIRED UTILISING BLOOM CHANGE CONTROL PROCEDURE.

Equipment & Materials						
	Organisation	Charge Item	Unit Cost	Profit & Overhead Applied	Total Price per unit	Description of available discounts
2.1	OBS/CP DUNN	Portable scaffold tower	Redacted	0.00%	Redacted	None
2.2	OBS/CP DUNN	Cherry picker with driver		0.00%		None



Signature Area

Organisation Name:  
Bloom

Role/Title:  
Chief Operating Officer

Name:  
Redacted

Signature: 

Organisation Name:  
PRP Architects LLP

Role/Title:  
Partner

Name:  
Redacted

Signature: 