

Framework Handbook

CONSTRUCTION

July 2021
(Final Draft v1.1 19/08/2021)



Contents

1	Introduction to the SCAPE Construction frameworks.....	3
2	The Framework Agreement.....	4
3	The Framework Process.....	5
4	Selecting a Delivery Partner.....	10
5	NEC Contracting: Key Principles.....	10
6	Applying the Commercial Model.....	11
7	Framework Minimum Standards.....	13
8	Environment & Sustainability.....	15
9	Life Cycle Agreements.....	15
10	Working together to secure success.....	18
11	FAQS.....	20

1 Introduction to the **SCAPE Construction** frameworks

For more than a decade, SCAPE have partnered with both nationally recognised and local construction companies to deliver fully compliant framework services across the UK. Our frameworks are procured via a two stage 'restricted' process which fully complies with Regulation 28 of the Public Contracts (England, Wales and Northern Ireland) Regulations 2015 and Regulation 29 of the Public Contracts (Scotland) Regulations 2015.

This document provides an overview of the key features of SCAPE's Construction frameworks. It is important that this document is read in conjunction with the full Framework Agreement and the Schedules contained within, where greater technical detail is available. Should you need further advice or guidance, please contact a member of the [team](#).

SCAPE Construction is a direct award framework designed to accelerate your essential projects and deliver them to the highest possible standard. Over 1,000 public bodies have placed their trust in our direct award approach. So straight away, you will be able to start a conversation with a delivery team of the highest calibre. Our 2021 Construction frameworks include a family of options dependant on project value and location:

Region	Project value	Partner	Partner
England and Wales	£0 - £7.5m	Kier	Morgan Sindall
Northern Ireland	£0 - £7.5m	Graham	
England and Wales	£7.5m - £75m	Morgan Sindall	Willmott Dixon
Northern Ireland	£7.5m - £75m	McLaughlin & Harvey	
England, Wales and Northern Ireland	£75m+	Mace	Sisk

Our construction partners have been selected for their sector leading capability to deliver sustainable development in response to the needs of the climate emergency. They have evidenced that they are the very best that industry has to offer. The rigour of our procurement approach has established that they are collaborative, dynamic, innovative, highly capable and entirely committed to achieving value for money and the very best results for you and your communities.

Each SCAPE delivery partner is supported by an extensive local supply chain, so you can be sure that the money you invest locally, stays there. We will be with you - as part of your team - at every step of the way.

Together, we will make sure you enjoy a positive project experience, and all of your success criteria are met. **Together, we can build great things.**

2 The Framework Agreement

The Framework Agreement is the contract between SCAPE and the respective Delivery Partner which prescribes the duties and responsibilities of SCAPE and the Delivery Partner, and of the Client using the framework. Copies of all of the SCAPE Framework Agreements are available to Clients that have signed an Access Agreement, which should be treated as commercially sensitive and not circulated to others.

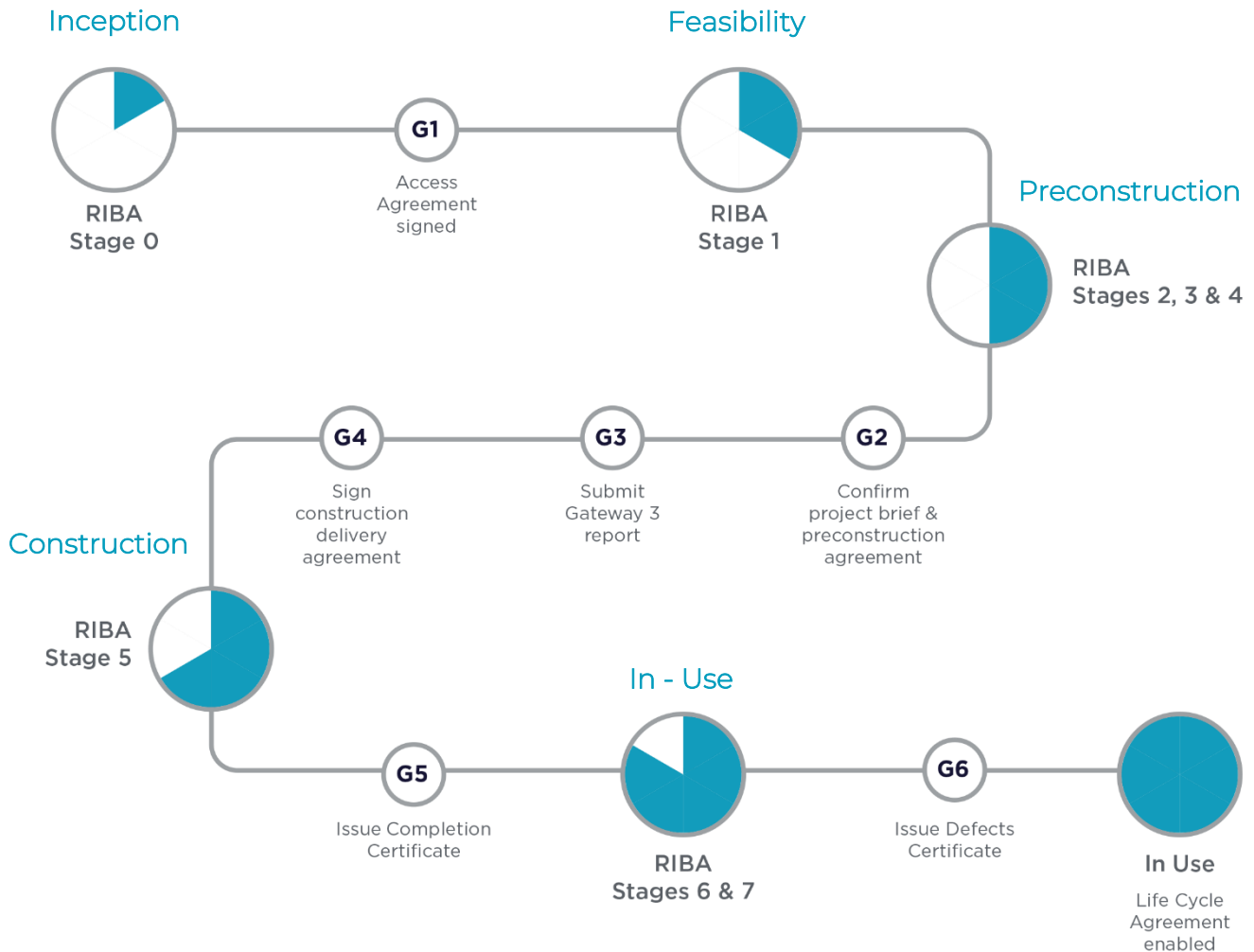
The main Framework Agreement clauses cover all aspects of the operation of the agreement and are supported by 22 appended Schedules. The table below sets out the Schedules which are a particularly vital source of information to a client and their team using the Framework Agreement.

Schedule 1	The Works and Services
Schedule 2	Insurances
Schedule 3	Method of Operation
Schedule 4	Framework Management Plan
Schedule 5	Contractor Selection Guidance
Schedule 6	Pricing Procedures
Schedule 7	Project Request Form
Schedule 8	Project Order Form
Schedule 9	[NOT USED]
Schedule 10	Digital Assembly and Execution of Project Agreements
Schedule 11	Template Service Agreement
Schedule 12	Template Short Delivery Agreement (NEC4 ECSC)
Schedule 13	Template Delivery Agreement (NEC4 ECC)
Schedule 14	Template Life Cycle Agreement (NEC4 ECC)
Schedule 15	Template Scopes
Schedule 16	[NOT USED]
Schedule 17	Template Guarantees Bonds – Warranties
Schedule 18	Performance Management
Schedule 19	Annual Review
Schedule 20	SCAPE Group Sustainability Policy
Schedule 21	UK Construction Competition Law
Schedule 22	The Tender

Please see the [Appendix A](#) for an illustration of the changes to our Schedules, compared to the last generation of our Construction Framework.

3 The Framework Process

Our Construction process is aligned to the RIBA 2020 Plan of Works:



SCAPE Delivery Partners have all developed and defined their own Method of Operation (MOO), i.e., the partners methodology for delivering the works and services, which includes and responds to SCAPE's core framework process.

Inception (RIBA Stage 0-1)

Client duties during inception:

- Sign an Access Agreement.
- Gather information to develop the brief.
- Confirm success criteria.
- Establish governance and project support team.

SCAPE duties during inception:

- Identify options available to achieve best possible outcomes.
- Explain the SCAPE process
- Introduce the client to relevant delivery partners.

Delivery partners duties during inception:

- Review the brief and highlight any considerations.
- Provide an overview of market conditions.
- Issue a Project Request.

Collaboratively the team will:

- Identify stakeholders and agree a communications plan.
- Ensure stakeholders understand the process.
- Agree the contents of the feasibility report.
- Consider any professional services to inform the feasibility.

After the Inception Process, to commence the Feasibility stage, the Client and the Partner will prepare and sign a Project Request form

Feasibility (RIBA Stage 1)

Client duties during feasibility:

- Confirm the business case and funding status.
- Confirm the project team and identify any project-specific requirements.
- Develop and describe your project strategies in alignment to the RIBA 2020 Plan of Works, including your Sustainability, Digital and Procurement Strategies.
- Confirm the sustainability and whole life requirements.
- Appoint the Principal Designer, PM and QS
- Review and agree the contents of the Feasibility Report.

SCAPE duties during feasibility:

- Advise you on framework operation and respond to your project strategies.
- Ensure the brief is developed and that you're ready to engage.
- Advise on the availability of additional services.
- Attend meetings and provide support or advice when required.

Delivery partners duties during feasibility:

- Produce the Feasibility Report
- Outline market-informed cost and programme estimate.
- Prepare the BIM Plan
- Establish the change control process.
- Draft the Preconstruction Agreement.

After the Feasibility Stage, to commence preconstruction, the Client and the Partner will Sign a Project Order or a Preconstruction Delivery Agreement

Access Agreement

An Access Agreement is the agreement between SCAPE and each contracting authority wanting to use a SCAPE framework. The agreement sets out the rules which govern how the authority may use the framework and details the responsibilities undertaken by SCAPE and the authority. This agreement must be executed before a client may call-off Works and Services under the Framework Agreement. There is no cost or commitment to utilise the frameworks when signing the agreement.

Project Request

The project request shall be executed by the client and the delivery partner at the start of the feasibility stage. It is mandatory document to complete and initiates the Partner's involvement on a Project. It identifies the client's needs and sets out feasibility activities the client requires from the delivery partner during the feasibility stage.

Together, parties will start to define and describe what value means in the context of this project and include a Value for Money Statement within the Project Request.

Preconstruction

Client duties during preconstruction:

- Validate the Feasibility Report
- Schedule meetings and regularly review project risks, programme, and costs.
- Identify and confirm project governance requirements, including the time required to make key client decisions, conduct stage reviews of cost and programme, or to meet other organisational governance responsibilities.
- Ensure that resources are allocated to ensure the ongoing review of project costs can be completed
- Review and validate the market tested price.

Delivery partners duties during preconstruction:

- Identify and advise on early work (including surveys etc.)
- Provide an open book, 100% market-tested cost plan
- Outline and agree the site logistic plan
- Identify the proposed local supply chain
- Initiate any enabling activity (including surveys etc.)
- Deliver Design, Lifecycle and other preconstruction Services if required by the Client
- Produce a Gateway 4 Report, that sets out detailed programme, cost, risk profile and design

SCAPE duties during preconstruction:

- Assist the team in completing activities in this stage
- Attend meetings and provide support and advice when required
- Provide advice and guidance on NEC Contract Operations
- Support all parties in addressing any project queries or concerns

Collaboratively the team will:

- Attend a project launch meeting
- Confirm the project brief and preconstruction appointment
- Proactively manage change and risk
- Agree the supplementary KPIs
- Agree the Social Value Plan
- Engage statutory authorities and establish requirements
- Commission the design team
- Agree the information Schedule
- Hold a value management workshop
- Confirm the O&M strategy
- Develop the H&S Plan
- Submit the planning application
- Pre-start the planning and discharge of building control conditions
- Deploy the communications and stakeholder engagement plan
- Arrange Meet the Buyer events, if required

Upon Completion of the Preconstruction Stage the Client and the Partner will Sign the Construction Delivery Agreement.

Project Order

When a client wishes to proceed into preconstruction following the submission of the feasibility report by the delivery partner, a Project Order is available for projects valued less than £500k, when the client is retaining design responsibility. This allows the client to call-off chargeable/paid-for Preconstruction Activities on projects. Project Orders may not be used to provide Construction or Enabling works or design services.

Services Agreement

A Services Agreement shall be entered into when a client wishes to proceed into preconstruction, where the project value exceeds £500k and /or the delivery partner is acting as 'Consultant', for Design Services and/or Preconstruction Activities. This NEC contract enables preconstruction activities and design services to be completed enabling the delivery partner to market test the design and formulate their tender.

Delivery Agreement or Lifecycle Agreement with Early Contractor Involvement

A two stage Delivery Agreement or Lifecycle Agreement shall be entered into where the Client wishes to utilise the optional NEC Early Contractor Involvement arrangements as part of their project procurement strategy.

As above, this NEC contract approach enables preconstruction activities and design services to be completed enabling the delivery partner to market test the design and formulate their tender. It also allows Works to proceed subject to further Client approval without a further contract being required.

Short Delivery Agreement

A Short Delivery Agreement using the NEC Short Contract is for minor non-complex construction works under £500k or Enabling Works.

A contract of this nature can be entered into following or, for Enabling Works, simultaneously to the execution of a Project Order or Services Agreement.

Construction

Client duties during construction:

- Attend site progress meetings, to review and accept completed works and to review project risks
- Review the programme, budget and risks
- Attend commissioning and snagging visits
- Complete a Customer Satisfaction Survey

Delivery partners duties during construction:

- Deliver a high-quality construction outcome
- Manage and report the KPI information
- Plan and deliver the soft landings approach
- Manage and maintain the Health and Safety Plan
- Coordinate and deliver the testing and commissioning
- Manage the provision of the information you require to run your building after handover

SCAPE duties during construction:

- Monitor the KPI information
- Attend site progress meetings
- Support with issue resolution if required
- Oversee completion of the customer satisfaction survey

Collaboratively the team will:

- Hold a construction launch workshop
- Manage the contract and costs
- Deliver fair and fast payments which ensure a sustainable supply chain
- Maintain the Health and Safety Plan
- Hold regular project review meetings
- Proactively manage change and risk
- Agree the soft landings plan
- Issue the Completion Certificate
- Deploy the communications and stakeholder engagement plan

In-Use

Client duties post-completion:

- Monitor and report any emerging defects
- Facilitate access for defect rectification
- Issue the Defects Certificate

Delivery partners post-completion:

- Manage any aftercare and defect resolution
- Complete a post occupancy review

SCAPE duties post-completion:

- Capture information for an outcome review
- Produce a project case study
- Maintain a relationship with you and your organisation

Collaboratively the team will:

- Capture and share lessons learned
- Complete a Customer Satisfaction Survey

Delivery Agreement

The Delivery Agreement using the NEC Engineering and Construction Contract is the main contract between the Partner and a Client for construction Works and Services. Each Delivery Agreement identifies the main and secondary option clauses, Contract Data, cost components and the Template Scope (Design) and/or Template Scope (Construction). The document shall be executed as a deed.

Lifecycle Agreement

The Life Cycle Agreement is an enhanced form of Delivery Agreement, that is designed for projects where the operational performance (in use) of a building is a critical driver for success and the client wishes to ensure this is a contractual responsibility.

The Life Cycle Agreement may include Services (i.e. Design) but will always include Works that take place up to completion AND during the in-use stage after completion.

In Use - Lifecycle projects additional duties

Client duties post-completion:

- Attend progress meetings, to review and accept completed Lifecycle specific works
- Review the Lifecycle phase programme, budget, and risks
- Monitor and report any emerging defects
- Facilitate access for Works and defect rectification
- Issue the Defects Certificate

Delivery partners post-completion:

- Deliver high quality Lifecycle Works, which may include energy optimisation, Hard FM or other performance linked activities
- Undertake annual performance measurement and verification; submit annual (or as otherwise agreed) performance reports for review

4 Selecting a Delivery Partner

Whilst the SCAPE Construction framework operates as a direct award route, there may be circumstances where more than one framework partner is available and suitable for a client's needs. Schedule 5 of the Framework Agreement explains how clients should operate in selecting a direct award partner.

In these circumstances, a client may consider some or all of the following information to inform their choice of delivery partner:

- Previous or current experience of successful delivery of projects of a similar scale, complexity, or sector specialism.
- Recommendation by other Clients or consultants
- Track record in the location or sector in question
- Review of performance indicator scores

As part of their bids, each SCAPE delivery partner provided their own standards for a number of the performance measures, to enable clients to compare partners when a choice is available. The SCAPE Team can assist in providing details of the targets Delivery Partners have set themselves and their achievement against those targets. Details of the relevant partner standards which will be available for comparison are included in Section 7 of this document or Schedule 18 of the Framework Agreement.

SCAPE is available to assist in this review by providing project experience case studies and performance information.

It is also permissible to hold an introductory meeting with multiple relevant framework partners available for a project. Clients will be required to provide each partner with an identical project brief so that they can meet to discuss the approach they would take if appointed to deliver the project, what added value they can bring and to introduce the personnel proposed to work on the project to the client and their team.

Such initial engagement is solely to determine the ability of either partner to successfully work with the client on the project and should not extend to a framework partner being asked to undertake any preliminary services for the project (E.G – to provide a programme or cost plan).

Once a client has made its decision which framework lot best suits its requirements it will at that point place a direct award with the framework partner.

Please contact your local [SCAPE representative](#) for further guidance and advice.

5 NEC Contracting: Key Principles

All SCAPE frameworks incorporate model forms of the NEC Suite with the NEC 4 being used on this framework. NEC contracts are written in plain language, designed to stimulate good project management, collaboration and engender a spirit of mutual trust and co-operation.

Template Project Agreements are included as Schedules (see Schedules 11 - 14) to the Framework Agreement, and these form the basis of all contracts and negate the need to obtain and prepare separate NEC contract documentation.

The preparation of contracts (completion of Contract Data) is carried out by Delivery Partners in collaboration with Clients.

Assembly, exchange and execution of contracts is carried out electronically through [SCAPE's DocuSign](#) system. Schedule 10 provides an illustration of how the Template Project Agreements look when compiled and executed through this digital solution.

The contractual basis of all call-offs is the appropriate NEC contract with a choice of:

- Engineering Contract Short Contract – For projects of a simple nature or low value – Fixed Price
- Engineering and Construction Contract (ECC) Option A – Priced Contract with Activity Schedule – Fixed Price
- Engineering and Construction Contract (ECC) Option C – Target Contract with Activity Schedule – Cost Reimbursable
- Engineering and Construction Contract (ECC) Option F – Management Contract – Cost Reimbursable
- Professional Services Contract (PSC) for preconstruction activities and design elements of a project
- Short Contract (PSSC), Option A Priced Contract with activity Schedule or Option C Target Contract

Further guidance relating to NEC Contracts is available in [MySCAPE](#) or from your [SCAPE representative](#).

6 Applying the Commercial Model

Basis of Pricing

Commercial terms for a call-off are derived from the tendered Fees, Rates and Charges in the Framework Agreement Commercial Model. These are:

- **NEC Fee Percentages for Professional Services Contracts (Service Agreements)** – These comprise of the Delivery Partner Overheads and Profit and are applied to the value of design services and design management activities and/or preconstruction activities for RIBA stages 1-4 and to the value of any client agreed additional activities.
- **Preconstruction Charge Percentage** – Applied to the estimated project value. This is for the activities carried out by the Delivery Partner in the preconstruction phase.
- **Design Management Charge Percentage** – Applied to the total value of design consultancy fees and/or sub-contractor design elements. This is for the management and coordination of Design Services undertaken by the Delivery Partner.
- **People Rates** – Hourly rate applied to the duration of the required resource for the Delivery Partner's on-site management (Preliminaries) and for other client agreed additional activities.
- **NEC Fee Percentages for Engineering and Construction Contracts** - For Construction or Enabling Works (Delivery Agreements) – These comprise of the Delivery Partner Overheads and Profit and are applied to the value of all Sub-contracted works, Delivery Partners Works and Services including Preliminaries and any Design Services (RIBA stages 5 onwards if preceded with a Service Agreement)
- **Life Cycle Charge Percentage** – Applied to the estimated project value. This is for the Life Cycle Management Activities undertaken by the Delivery Partner.

All Fees and Charges are fixed for the full term of the framework. The only changes that can be made are to the People Rates which can be adjusted annually in-line with changes to BCIS indices.

The contract sum (Tendered Total of Prices) for each Service Agreement or Delivery Agreements is built-up by applying the appropriate Fees, Rates and Charges to the actual or estimated costs of works and services included with the agreement. For example, in Delivery Agreements this would include the Delivery Partner's site establishment and management costs (Preliminaries) for Delivery Agreements.

The Delivery Partner must demonstrate on an open book basis in the preconstruction stage that all the sub-contracted services, works and site establishment costs have been market tested or deliver Value for Money by other means to the satisfaction of Clients. The Delivery Partner must also demonstrate and justify the build-up of the necessary People resources to manage the works.

A Framework Management Fee is due to Scape on every Project for the management of the Framework Agreement. The Framework Management Fee is incorporated by the Delivery Partner within their tendered fee percentages and shall not be further charged to a Client within any Project Order or Project Agreement or any other payment due to the Delivery Partner from a Client.

Tendered Total Templates

The use of the tendered total templates has been mandated to ensure that the Prices are presented clearly and consistently on all Agreements. These templates also ensure the correct application of all elements of the framework Commercial Model and provide a simple summary of how the contract sum is derived together with a clear identification of the inclusion and allocation of costs associated with risk items. The Delivery Partner will ensure the appropriate Template is incorporated for the call off for each client.

Value for Money

As part of the Annual Review process, Delivery Partners are requirement to demonstrate the provision of Value for Money. Whilst this is a subjective and emotive issue our Delivery Partners must produce a yearly report to provide evidence of attainment of a collection of factors to include Benchmarking exercises, post contract project evaluations, Client satisfaction performance measures, testimonials, and other value related factors.

Audits

SCAPE operate a compliance and performance audit regime. Partners and projects are subjected to spot audits in order to:

- Provide assurance that partners are complying with the requirements of the framework agreements.
- Challenge Delivery Partner's processes and procedures.
- Generate ideas for improvement and share best practice.
- Review and validate KPI data.

7 Framework Minimum Standards

SCAPE frameworks have economic, social and environmental wellbeing at their core. We appoint industry leading partners who share SCAPE's ethos of collaborative working and supporting local communities, and who can offer a broad suite of capabilities to respond in developing project proposals.

We also believe that every client has their own view of value for money and need the flexibility to set individual performance measures. We have grouped our performance measures into three categories:

- **SCAPE Standards** – SCAPE believes these KPIs are relevant to all projects to ensure the success of the project, health and safety of the workforce and support of the supply chain.
- **Partner Standards** – We have designed our construction framework to offer a choice for clients between two directly equivalent lots, and therefore, two framework partners for their project. These partners have put forward their own standards for this element of performance measures, which may be taken into consideration during your selection process.
- **Client Standards** – Delivering social, economic and environmental benefits have always been a core objective in SCAPE frameworks, but the levels required on each project should be relevant and proportionate, and set by clients based on local needs and key client drivers such as Climate Emergency or other local policies.

The below table provides a summary of SCAPE's Performance Measures. Further detail is available in Schedule 18: Performance Management.

	Performance Measures	Minimum Standard
SCAPE	Time Predictability	100% (including client agreed changes)
	Cost Predictability	100% (including client agreed changes)
	Fair Payment	100% within 19 days
	Health & Safety – RIDDOR Accidents	Zero
	Environmental Incidents	Zero
	Supply Chain Satisfaction	Average 8/10
	Client Satisfaction	Average 8/10
Partner	Social Enterprise Engagement	Annual % spend of £ total
	Waste reduction	Annual Tonnes per £100k project
	Considerate Constructor Scheme	Annual average score
	CLOCS	Percentage with standard implemented
	Fair Payment - Faster Pay	Improved payment terms
	Pre-manufactured Value	Percentage value
Client	Local Labour	0-100% as agreed with client
	Local Spend	0-100% as agreed with client
	SME Engagement	0-100% as agreed with client
	SME Spend	0-100% as agreed with client
	Client's Social Value Targets	0-5 TOMs as agreed with client
	Client Satisfaction - Value for Money	8/10. Measures agreed with client

Performance data is collected, collated and reported by the Partner to SCAPE every month, to enable the framework team to monitor performance. Data is regularly audited to provide quality assurance (see section 6 Commercials).

8 Environment & Sustainability

Infrastructure and building projects are already delivered in a regulatory context which requires consideration of the natural environment throughout the lifecycle of built assets, including the UK's commitment to reaching net-zero carbon by 2050, embedded in the 2008 Climate Change Act. Our public sector owners and clients have recognised a Climate Emergency and expect urgent action, above and beyond these regulatory minimums.

We also believe that every client has their own view of how to align the environmental performance of the buildings commissioned with their value for money criteria. Accordingly, for each of their projects they need the flexibility to identify their project sustainability strategy and set individual performance measures for environmental sustainability as part of overall project success criteria. The inception and feasibility activities in the Project Process Plan (Schedule 3, Part A) identify how this can be achieved.

Our frameworks include recommended targets to meet the above environmental demands, and for a range of scenarios and factors, as set out in Schedule 18. These targets are a starting point for very early discussion with all stakeholders so that they may collaboratively develop a strategy that can deliver the highest possible standards within the overall value for money assessment.

Critically aligned to this assessment, is to consider the overall cost, and return on investment, of sustainable solutions beyond current legislative standards over the lifecycle of the built product. This then enables the client to potentially justify a higher capital cost in the knowledge that it will result in a lower overall combined capital and operational cost, and to make it a contractual obligation.

There is an awareness that actual building performance in-use can fall short of the clients aspirations and the designers intent if not incentivised and monitored. Accordingly, a Life Cycle call off option is available to clients which is discussed in section 9 of this document. Irrespective of whether clients take up the Life Cycle option, we require partners to record the extent to which the recommended standards are achieved in terms of a percentage, where zero is the current benchmark and 100 meets the full standard. Where the current benchmark is not stated, it will be the current industry or legislative minimum recommendation or standard appropriate to the factor. Standards are also recommended for refurbishment and non-building projects and we ask that partners report on whether these standards have been met or not. For overall framework-wide achievement, we also request data on Operational Energy, Embodied Carbon and Potable Water Use.

We accept that the adoption of these standards is a client choice, so we cannot mandate their use by our framework partners, nevertheless, SCAPE pride themselves on being able to provide valid industry data that can inform and influence behaviours. Having the aforementioned data will be critical to national and international climate change mitigation. Notwithstanding this, we do require our partners to ensure that they follow the process plan in Schedule 3 part A, and in part B if the Life Cycle option is chosen, in engaging from inception to completion, and beyond, to positively promote sustainable solutions and the various applicable aspects set out for each stage. For further information on managing Environmental Sustainability during your project, see Schedule 18.

9 Life Cycle Agreements

SCAPE has identified a requirement to improve the outcomes from projects when considering the performance of buildings during the operational or “In Use” phase (RIBA Stage 7).

The Life Cycle call-off route has been introduced to offer Clients an adapted procurement and project delivery pathway designed to ensure optimal building performance following construction or refurbishment.

SCAPE envisage it will be especially useful in delivering high performing, truly sustainable new buildings, and performance-linked retrofit/refurbishment projects.

It is also presented as our preferred delivery method for Clients who require provision of hard FM works and services beyond those associated with the conventional soft landings process in the period following construction and handover (RIBA Stages 6 and 7).

The Life Cycle call-off approach sets out to provide:

- A project procurement solution that enables Clients to build a business case informed by whole life cost, which is then supported by contractual measures to ensure this business case is delivered.
- A clear contractual connection between Delivery Partner-led design, and the in-use performance, of building fabric and engineering systems, inviting early supply chain collaboration in the design, construction and in-use stages.
- A contract structure that enables the sustainable provision of Works and Services by the Partner after ‘Completion’, recognising that a Delivery Partner should be invested in the continued successful operation of the building, but that an effective ongoing collaborative relationship requires sustainable pricing of these services and incentives to optimise the performance of the building.
- A form of contract (NEC4 ECC) that is consistent, familiar and flexible (incorporating all main options) to support the full range of project procurement strategies, and to enable both simple and complex approaches to be delivered safely.

Key principles:

Understanding the Client’s requirements and operational baseline

- The Partner and the Client will be required to work collaboratively in the feasibility and preconstruction stages to identify what operational performance outcomes are sought and what relevant Operational Indicators will be used to measure these.

Setting targets:

- Where the energy efficiency of the building is required to be managed through the Life Cycle process, modelling of energy performance during design, separating the energy use performance and energy generation from renewables, is a core principle. These design models should be used to set targets against the Operational Indicators for the in-use period. (CIBSE TM54 is one useful approach, but not prescribed.)

A contract that covers more:

- The Life Cycle Agreement may include Services (i.e. Design) but will always include Works that take place up to completion AND during the in-use stage after completion.
- The works after completion should be planned, procured and included in a programme, and may include energy measurement and verification, optimisation as well as Hard FM activities.

A sustainable contract that rewards both parties:

- The Life Cycle Agreement ensures the Client can approach a project where operational performance is a critical driver for success and be confident they are paying for success and protected against under-performance.
- The Delivery Partner is rewarded for performance that exceeds the Clients expectations and has the ability to be paid for Works delivered that go beyond conventional soft landings (e.g., Energy measurement and verification, Hard FM).

**CONSTRUCTION CATEGORY
LIFE CYCLE PROCESS
WHY?**

- Support **climate action** ensure reduced operational energy use
- Address **performance gap** between design and post-occupancy performance
- Help **clients invest to save** proving **return on investment**
- **Client need** to delivery energy optimisation and hard FM
- Links contractor-led **design** and **in-use performance** of buildings
- Offers up to **5 years of service delivery** after works completion



Life Cycle Agreement
a new call off contract option

10 Working together to secure success

Client Duties and Responsibilities

Successful projects require the active participation of **all** stakeholders. It is essential that the client team is established and suitably qualified to play an active part in carrying out their designated duties in a timely and professional manner.

SCAPE and our Delivery Partners provide training and support throughout, but the client team will need to make many decisions and undertake a broad range of tasks which typically include:

- Acting in “a spirit of mutual trust and co-operation”.
- Selecting the appropriate SCAPE framework, and preferred delivery partner where there is choice.
- Developing and agreeing project success criteria, including project specific Environmental Standards, social value performance measures and Value for Money Criteria. (Client may choose to apply the CIH Value Toolkit)
- Working collaboratively with all stakeholders to develop the Project Brief, the Project Budget, and a Project Programme.
- Appointing a Client Team with appropriate knowledge, skills, and experience, possibly including an Architect and a Cost advisor, but also a Project Manager and NEC Supervisor to administer the terms of the contract.
- Developing key project strategies which address the range of considerations listed in Schedule 7 [Project Request], including a Project Sustainability Strategy.
- Deciding on a Procurement Strategy, contract options, and whether to extend the relationship beyond completion of the building works to include hard FM and/or a Life Cycle agreement.
- Signing a Project Request Form to initiate a feasibility study and, assuming the project progresses at the appropriate stage, sign a Project Order or Services Agreement (Professional Services Contract) to initiate preconstruction activities including any Design, a Short Delivery Agreement for Enabling works, and a Delivery Agreement to proceed to Construction. Reviewing, and signing off, costs and designs at each work stage.
- Advising of any additional Performance Indicators required (over and above the SCAPE standard).
- Agreeing the allocation of Project Risks and managing Client Risks.
- Satisfying the clients duties under the Construction (Design and Management) Regulations 2015.
- Making payments to the Delivery Partner in accordance with the terms of each Project Agreement.
- Providing prompt feedback, throughout the relationship, to SCAPE and our delivery partners, to ensure that we understand any concerns and can act expediently to remedy them and ensure successful outcomes.

SCAPE Engagement

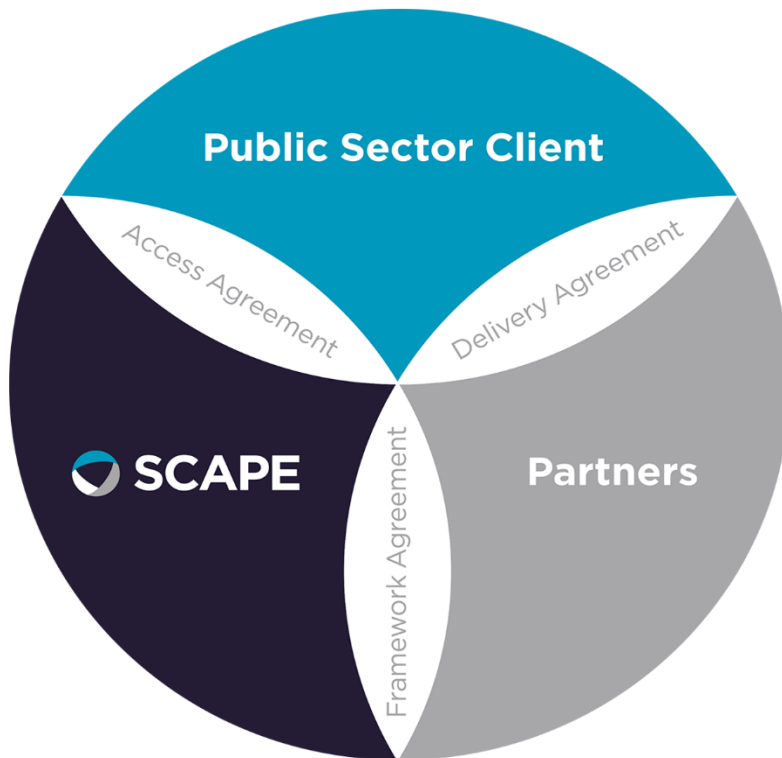
Although rare on SCAPE projects, contractual disputes can sometimes occur which need to be resolved fairly and quickly to avoid increased costs and or delays. Where disputes issues arise, SCAPE are most willing to assist the parties, in so far as we are able, to come together and resolve any outstanding issues to their mutual satisfaction, but we cannot, and must not, interfere with the normal workings of the contract.

As a framework provider, we continue to monitor the performance of our delivery partners against certain key performance indicators throughout the course of a project. SCAPE's intervention in any areas of underperformance or dispute on ongoing projects is to support a collaborative outcome to ensure minimal impact on project delivery. However, we are unable to involve ourselves in, or otherwise comment on, any commercial or contractual issues which may from time to time arise between the parties to a contract.

Were we to do so, this could conceivably prejudice the position of one or other party under the contract, which would normally contain bespoke provisions for dealing with matters in dispute. We do hope that our valued and respected clients and delivery partners understand and appreciate the position we are obliged to adopt.

Should you need to escalate such matters to SCAPE, please get in touch with a member of the [team](#).

WE WORK TOGETHER



Can you tell me more about SCAPE?

We are a public sector owned, limited company, governed by Public Law. We are a local authority-controlled company whose shareholders are Derby City, Derbyshire County, Gateshead, Nottingham City, Nottinghamshire County and Warwickshire County Councils. Our shareholders nominate directors to the Board and have reserved rights under the Shareholders' Agreement.

SCAPE was formed by its shareholders in 2006 under the powers contained in the Local Government Act 1972, Local Government Act 1983 section 95 and the Local Government Act 2000. Our role as a Contracting Authority and Central Purchasing Body were established at the point of our formation.

SCAPE has a legal personality, and as such can trade with any organisation. However, as a public sector owned and operated organisation, our main objective is to support the efficient delivery of public sector projects, which make a real difference to the community. The work of SCAPE is covered by Professional Indemnity (PI) insurance to carry out its core operations.

Are your frameworks compliant? How are your frameworks procured?

For more than a decade, SCAPE have partnered with both nationally recognised and local construction companies to deliver fully compliant framework services across the UK. Our frameworks are procured via a two stage 'restricted' process which fully complies with Regulation 28 of the Public Contracts (England, Wales and Northern Ireland) Regulations 2015 and Regulation 29 of the Public Contracts (Scotland) Regulations 2015. The procurement process is run entirely as an eProcurement, using Delta e-Sourcing.

A selection team is formed comprising representatives from SCAPE, the public sector including our local authority Shareholders, independent industry experts and legal advisors. The selection team read and score bids at Pre-Qualification Questionnaire (PQQ) and Invitation to Tender (ITT) stages as appropriate. A reduced team then participate in and score the interview stage.

Tenders are evaluated on the basis of the most economically advantageous tender in accordance with Regulation 67 on the basis of both price and quality. The qualitative and commercial submissions are generally weighted in the ratio of 60% for quality and 40% for price. Although, SCAPE have weighted price as little as 30%. On completion of the process, one supplier is identified for each of our direct award frameworks, and we enter the mobilisation period.

The actual NEC contracts don't need to be prepared, as our Delivery Agreements refer to them in detail and provide adequate information on which to engage with our delivery partners.

Do I need to buy copies of the NEC contracts and/or get a lawyer to check them?

These contracts are not included within our contract templates because they are subject to copyright. Most PM/QS practices (offices) have copies which they use for reference alongside our templates so you won't need to buy them, unless you would prefer to have your own set. You do not need to buy copies to utilise the framework, but we recommend your project team, or at least your appointed cost advisor are proficient in use of the NEC contract forms. SCAPE offers free NEC training to support you.

Do I need separate Access Agreements for each framework?

No, an Access Agreement is entered into by SCAPE and each contracting authority wanting to use our suite of frameworks. Once this is in place, your organisation can use any, all, or a combination of our frameworks indefinitely.

Fair payment for the supply chain is embedded within our managed performance measures. On each project, we monitor whether payments are being made to the supply chain within the agreed timeframe, and if they are not, we will step in.

Timescales are going to be tight, and we understand the framework requirement to obtain three quotes per work package can be waived in some instances. Do you require written justification for this decision?

Under normal circumstances, we wouldn't advocate this because cost certainty is improved when pre-contract market testing is maximised. However, SCAPE also recognises the value of vertical supply chain collaboration to foster innovation, reduce carbon as well as to accelerate delivery when required.

The main consideration sits with you as a client, or your representative, who will likely have a duty to demonstrate best value has been achieved. This is always a balance between time urgency and any better costs that may be derived from wider market testing. You should ensure you capture this need in your project Procurement Strategy which informs the behaviour of the partner when working with their supply chain.

Our delivery partners must notify us if they are considering adopting this approach and we will need proof of your formal approval to relax this requirement, so that we can record it.

There may be a design element to the works, but this is still to be defined – is this covered by the framework? Can I appoint my design team directly or through the Delivery Partner?

Yes, this can be, and often is, incorporated in the appointment of the Delivery Partner, which could either be a design and build appointment, or by means of a separate appointment of consultants.

How do you monitor the financial stability of delivery partners?

In accordance with framework management governance processes, we closely monitor both the performance and financial stability of every delivery partner. This partnership approach ensures that we are in constant dialogue with representatives from each delivery partner organisation, from their Board Members to SCAPE framework managers and individuals within their regional delivery teams, and that these conversations are frequent, open and honest.

In addition to the above, we carry out financial checks on delivery partners, although this is purely to satisfy our own internal governance processes. We would always advise you to carry out sufficient assessments to also satisfy your internal governance processes.

Should you need any further advice or guidance, please get in touch with a member of the [team](#).

Appendix A

Changes to Framework Schedules

Previous Framework		SCAPE National Construction 2021	
The Services		Schedule 1	The Works and Services
Contractor Selection Guidance		Schedule 2	Insurances
Process Map minimum inclusions		Schedule 3	Method of Operation
Project Request (for feasibility activities)		Part A	Process Plan
Part A: Project Request Form		Part B	Process Plan (Life Cycle)
Part B: Pricing Project Requests		Part C	Tender Method Statements
Project Order (where applicable)		Part D	BIM Information Management
Appointment of a Design Team		Schedule 4	Framework Management Plan
Delivery Agreement Procedures		Schedule 5	Contractor Selection Guidance
Part A: Pricing Delivery Agreements		Schedule 6	Pricing Procedures
Part B: Contractor's Fee, Working Areas Overheads and People Overheads		Part A	Project Requests
Part C: Supply-Chain Procurement and Cost Management		Part B	Project Orders
Pre-Construction Services Delivery Agreement		Part C	Service and Delivery Agreements
Professional Services Contract		Part D	Life Cycle Agreements
Short Pre-Construction Services Delivery Agreement		Part E	Framework Commercial Model (explanatory notes)
Professional Services Short Contract		Part F	Subcontracting procedures
Enabling Works Delivery Agreement including pricing procedures		Part G	Tendered Total Model
NEC Short Contract		Part H	Cost Reports
Construction Delivery Agreement including pricing procedures		Schedule 7	Project Request Form
NEC Engineering and Construction Contract		Schedule 8	Project Order Form
Template Scope		Schedule 9	[NOT USED]
Template Works Information		Schedule 10	[NOT USED]
Template Guarantees, Bonds, Warranties and Advanced Payment Bond		Schedule 11	Template Service Agreement
Part A: Warranty to be provided by Contractor's Consultant		Part A	NEC4 PSSC
Part B: Warranty to be provided by Subcontractor		Part B	NEC4 P5C
Part C: Warranty from Contractor relating to End User/Fund/Purchaser/Tenant		Schedule 12	Template Short Delivery Agreement (NEC4 ECSC)
Part D: ABI Model Form of Guarantee Bond		Schedule 13	Template Delivery Agreement (NEC4 ECC)
Part E: Parent Company Guarantee		Part A	NEC4 ECC Option A
Part F: Advanced Payment Bond		Part B	NEC4 ECC Option C
Performance Management		Part C	NEC4 ECC Option F
Part A: Measurement Procedures		Schedule 14	Template Life Cycle Agreement (NEC4 ECC)
Part B: Performance Indicators		Part A	Template Life Cycle Agreement (NEC4 ECC)
Scape Group Corporate Social Responsibility Statement		Part B	Template Life Cycle Incentive schedule
Part A: Introduction		Schedule 15	Template Scopes
Part B: Policy		Part A	Template Scope (Design)
UK Construction Industry Competition Law Code of Conduct		Part B	Template Scope (Construction)
The Tender		Part C	Template Scope (Life Cycle)
Part A: Social, Economic and Environmental Sustainability		Schedule 16	[NOT USED]
Part B: Collaborative and Partnership Working		Schedule 17	Template Guarantees Bonds – Warranties
Part C: Continuous Improvement		Schedule 18	Performance Management
Part D: Improving Framework Efficiency		Part A	Measurement Procedures
		Part B	Performance Indicators
		Part C	Data Quality and Submission Requirements
		Part D	Quarterly Achievement Report
		Part E	Environmental Sustainability – performance data and measurement
		Schedule 19	Annual Review
		Schedule 20	Scape Group Sustainability Policy
		Part A	Social Value Policy
		Part B	Environmental Policy
		Part C	Recommended Project Sustainability Standards
		Part D	Economic CSR Policy including Modern Slavery
		Schedule 21	UK Construction Competition Law
		Schedule 22	The Tender
		Framework Commercial Model	

SCAPE

2nd Floor, East West Building
1 Tollhouse Hill
Nottingham
NG1 5AT

+44 (0)115 958 3200

general@scape.co.uk

scape.co.uk

