



Department
for Environment
Food & Rural Affairs

Call-off from the Environment Agency Property Design and Specification Services Contract 9Y8C-TM97UR

Contract document **PSC 3rd Ed.**

Contract for: Design Services Building 33

Project Ref: 24515

Non Returnable Documents

Contents
Contract data
Scope

Prepared by: [REDACTED]

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Version: 01

Department for Environment, Food and Rural Affairs
Nobel House,
17 Smith Square,
London,
SW1P 3JR



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Non-Returnable documents
PSC 3rd Ed.

Section 1
Contents

Section 1 - Document summary and contents

Document summary			
	Section	Title	Description
Non-Returnable Documents	1	Document summary and contents list	A guide to the documents and 'tendering' arrangements.
	2	Contract data part one	Data (supplied by the <i>Employer</i>) required by the conditions of contract specific to this contract.
	3	Scope	The specification and description of the services and constraints on how the <i>Supplier</i> is to provide the services.
Returnable Documents	4	Document summary and contents list	A guide to the tender documents
	5	Contract data part two	Data (supplied by the <i>Supplier</i>) required by the conditions of contract specific to this contract.
	6	Pricing data	The <i>activity schedule</i> Option A and C. Risk register The risk budget
	7	Consultant's schedules	Information required with the tender and the <i>Supplier's</i> technical offer. Includes certificates for completion and return with the tender.



Contract Documents
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Section 2
Contract Data
Part one

Data provided by the *Employer*

Contract for Design Services for Building 33	
1. General	
•	The conditions of contract are a) the core clauses and the clauses for the Options set out below of the NEC3 Professional Services Contract (June 2005) and amended by June 2006 and September 2011 in conjunction with b) agreement reference 9Y8C – TM97UR Property & Design Specification Services. In the event of a conflict between terms, the terms cited under a) above shall apply.
A:	Priced contract with activity schedule
W2:	Dispute Resolution Procedure (use when Housing Grants, Construction and Regeneration Act 1996 applies)
X1:	Not used
X2:	Changes in the law
X3:	Not used
X4:	Not used
X5:	Not used
X6:	Not used
X7:	Not used
X8:	Not used
X9:	Transfer of rights
X10:	Not used
X11:	Termination by the <i>Employer</i>
X12:	Not used
X13:	Not used
X18:	Limitation of liability
X20:	Not used
Y(UK)2	The Housing Grants Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009
Y(UK)3	The Contracts (Rights of Third Parties) Act 1999
	A Contract Risk Register will be maintained to record early warnings and compensation events. An example of the form of register to be used will be sent to the Agency PM for agreement prior to issue.
Z:	The Additional conditions of contract are in point 10. Option Z



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<ul style="list-style-type: none"> • The services are: Prepare project execution plan Develop project governance procedure Review project programme Site survey Accommodation Schedule / Employers requirement Project appointment of subconsultants Identify site restriction Desktop review of site information Develop 2D general arrangement plans a. Space plan options 1,2,3 etc for office areas b. Space plan options but including amendments to the catering area c. Space plan options but including amendments to the library area d. Space plan options but including amendments to the catering and library areas Options Appraisal Report Cost plan of concept design Space analysis review meeting Prepare concept design and mood boards for interior finishes a. Open plan office areas & enclosed meeting rooms b. Atrium (including museum displays) c. Breakout areas to office floors d. Canteen e. Library area f. Tea points, WCs & kitchenettes Liaise with Senator Stake holder meetings x 5 with DEFRA & APHA at Building 33, Weybridge, KT15 3NB 	
<ul style="list-style-type: none"> • The <i>Employer</i> is the Department for Environment Food and Rural Affairs <i>Employer's project manager:</i> [REDACTED] 	
<ul style="list-style-type: none"> • The <i>Adjudicator</i> is, the person appointed by the <i>Adjudicator nominating body</i>. • The referring Party pays the administrative charge made by the <i>Adjudicator nominating body</i>. 	
<ul style="list-style-type: none"> • The Scope is in Section 3 of this Contract document. 	
<ul style="list-style-type: none"> • The <i>law of this contract</i> is the law of England, subject to the jurisdiction of the English Courts. 	
<ul style="list-style-type: none"> • The <i>language of this contract</i> is English. 	
<ul style="list-style-type: none"> • The <i>period for reply</i> to a communication is 2 weeks. 	
<ul style="list-style-type: none"> • The <i>period for retention</i> of documents is 6 years following Completion or earlier termination. • The <i>Adjudicator nominating body</i> is the Institution of Civil Engineers • The <i>tribunal</i> is litigation in the courts. 	
<p>2. The Parties main responsibilities</p>	
<ul style="list-style-type: none"> • The <i>Employer</i> provides access to the following people, places and things. 	
Access to	<i>access date</i>
Building 33	17/09/18



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- The *Consultant* prepares forecasts of total Time Charge and *expenses* for the *services* at intervals no longer than one month.

3. Time

- The *starting date* is 17/09/18
- The *completion date* for the whole of the *services* is **26/10/18**
- The *completion date* for each Section of the *services* is

Section	Description	Amount	Completion Date
1	RIBA stage 0-2	26/10/18	

- The *Supplier* submits revised programmes at intervals no longer than 4 weeks.

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

<i>Section</i>	<i>Description</i>	<i>Completion date</i>
1	RIBA Stage 0-2	26/10/18

4. Quality

- The quality policy statement and quality plan are provided within 4 weeks of the *starting date*, if not previously provided by the *Consultant*.
- The *defects date* is 52 weeks after Completion of the whole of the *services*.

5. Payment

- The *assessment interval* is one month based on the schedule submitted as part of Option A.
- The period within which payments are made is 30 days from receipt of the *Consultant's* VAT invoice.
- The *currency of this contract* is pounds sterling (£).
- The *interest rate* is 2% per annum above the Bank of England Base Rate.
- There are no *expenses* stated by the *Employer* (*expenses* are deemed to be included in the lump sum prices for the activities).

6. Compensation events

- There is no Contract Data required under this heading

7. Title and confidentiality

There is no Contract Data required under this heading.



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Note – levels proposed are for this project specifically.

8. Indemnity and insurance

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

Event	Cover	Period following Completion of the whole of the <i>services</i> or earlier termination
failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	£5m in respect of each claim without limit to the number of claims	6 Years
personal injury to or death of a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	£5m in respect of each claim without limit to the number of claims	6 months
bodily injury to or death of employees of the <i>Consultant</i> arising out of and in course of their employment in connection with this contract	Whichever is the greater of £5M or the amount required by law.	for the period required by law

- The *Employer* provides the following insurances – None.
- The *Consultant's* total liability to the *Employer* for all matters arising under or connection with this contract, other than excluded matters, is limited to an aggregate of £5 million per individual contract.

9. Disputes and termination

There is no Contract Data required under this heading

10. Option Z: The *additional conditions of contract* are:

Z 1 Not Used

Z2 The text of Cl 18 Prevention is deleted.

Delete the text of Cl 60.1(11) and replaced by:

The services are affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the Consultant and sub consultants,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.



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Z 3 A	Not used
Z 3 B	Not Used
Z 3C	Not Used
Z4	Not used
Z5	Not used
Z 18	Not Used
Z19:	Not Used



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Z20: CIC BIM Protocol

In this clause, the Protocol is the CIC Building Information Modelling Protocol, first edition 2013. Terms used in this clause are those defined in the Protocol.

Clauses 1 and 5, of the Protocol are additional conditions of contract.

Clauses 3 and 4 and Appendices 1 and 2 of the Protocol are Scope.

Clause 6 of the Protocol is amended as follows and are additional conditions of contract

6.1 is unamended

6.2 – 6.10 of the Protocol is deleted and replaced with the following:

6.2 All pre-existing Materials held and used by a Project Team Member used in connection with the Model shall remain the property of the party introducing them. Details of each party's pre-existing Materials are set out in the Model Production and Delivery Table

6.3 All Materials (other than clause 6.2 above), Model, Featured Model and Specified Model, shall be the property of the *Employer*

6.4 The Materials (other than clause 6.2 above), Model, Featured Model and Specified Model shall, be the property of the *Employer* and the *Employer* shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Materials (other than clause 6.2 above), Model, Featured Model and Specified Model. The *Employer's* intention to apply for such patent or other protection shall be notified to the Project Team Members. Such applications for patents or other registered intellectual property rights shall be filed in the name of the *Employer*.

Unless otherwise agreed in writing between the Project Team Member and the *Employer*, the Project Team Member hereby:

6.4.1 assigns to the *Employer* all Materials (other than clause 6.2 above), Model, Featured Model and Specified Model

6.4.2 grants the *Employer* a non-exclusive, non transferable (save for the purposes of sub-licensing, reorganisation or transfer to a successor body, for the purposes of all the successor body's normal business use), irrevocable, royalty free perpetual licence to the *Employer* in respect of all the Project Team Member's pre-existing Materials necessary in order for the *Employer* to use or exploit the Materials, Model, Featured Model and Specified Model

6.7 The Project Team Members undertakes to the *Employer* not to use, exploit or deal with any of the *Employer's* pre-existing Materials, other than in the performance of the Agreement unless the Project Team Member has first obtained a written licence from the *Employer*, in specific terms to do so.

6.8 The *Employer* undertakes to the Project Team Member not to use or exploit the pre-existing Materials, save as provided in Clause 6.4.2

6.9 The Project Team Members warrants to the *Employer* that the Project Team Member pre-existing Materials shall not in any way infringe any intellectual property rights of any third party.

6.10 If the Project Team Members is prevented from carrying out his obligations under the Agreement due to any infringement or alleged infringement of any Intellectual Property Rights, the *Employer* may without prejudice to any other rights and remedies under the Agreement, exercise the powers and remedies available to it under the Agreement

6.11 The Project Team Members shall not be liable if such infringement arises from the use of any design, technique or method of working provided by or specified by the *Employer*. The Project Team Members waives in favour of the *Employer* its rights to object to derogatory treatment of the Materials (other than clause 6.2 above), Model, Featured Model and Specified Model and the Project Team Members also agrees that he will not assert or seek to enforce against the *Employer* and/or any other person, firm or company any of its moral rights as defined in the Copyright Designs and Patents Act 1988 without the prior agreement of the *Employer*.

6.13 The Project Team Members shall not be liable for any consequential losses, damage or injuries arising from third party misuse of the Materials, of which the Project Team Members is not aware.

Clause 7 of the Protocol is deleted in its entirety.



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Z21: The text in X9 (Transfer of Rights) is amended as follows:

“The following clauses are inserted after X9.1:

X9.2 All materials shall be the property of the Employer and the Employer shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the materials. The Employer’s intention to apply for such patent or other protection shall be notified to the Consultant. Such applications for patents or other registered intellectual property rights shall be filed in the name of the Employer.

X9.3 Unless set out in the Scope or otherwise agreed in writing between the parties, the Consultant hereby:

9.3.1 assigns to the Employer all materials;

9.3.2 grants the Employer a non-exclusive, non-transferable (save for the purposes of sub-licensing, reorganisation or transfer to a successor body, for the purposes of all the successor body's normal business use), irrevocable , royalty free perpetual licence to the Employer in respect of all the Consultant’s pre-existing materials necessary in order for the Employer to use or exploit the materials

X9.4 The Consultant undertakes to the Employer not to use, exploit or deal with any of the Employer's pre-existing materials, other than in the performance of the contract unless the Consultant has first obtained a written licence from the Employer, in specific terms to do so.

X9.5 For avoidance of doubt, this clause supersedes and takes precedence over core clause 70.”



6. 20 The Parties' main responsibilities

6. 20.1 Details of the services

The *Consultant* shall;

Prepare project execution plan
Develop project governance procedure
Review project programme
Site survey
Accommodation Schedule / Employers requirement
Project appointment of subconsultants
Identify site restriction

Desktop review of site information
Develop 2D general arrangement plans
a. Space plan options 1,2,3 etc for office areas
b. Space plan options but including amendments to the catering area
c. Space plan options but including amendments to the library area
d. Space plan options but including amendments to the catering and library areas
Options Appraisal Report
Cost plan of concept design
Space analysis review meeting
Prepare concept design and mood boards for interior finishes
a. Open plan office areas & enclosed meeting rooms
b. Atrium (including museum displays)
c. Breakout areas to office floors
d. Canteen
e. Library area
f. Tea points, WCs & kitchenettes
Liaise with Senator
Stake holder meetings x 5 with DEFRA & APHA Building 33, Weybridge, KT15 3NB

General

The *Consultant* shall;



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- Attend project meetings including Project Board, Design Steering Group, Staff Engagement, Informal Progress and other meetings up to a maximum of 5 as noted in the fee proposal (appendix A)
- Develop, implement and manage a project delivery programme to include phased timescales for the development of solutions up to the end of RIBA stage 2
- Advise and assist in the development of a stakeholder management strategy and help implement throughout the course of the project.
- Advise and assist in the development of a communication management plan and help implement throughout the course of the project.
- Agree project reporting requirements and recording procedures with the *Employer*, Implement agreed procedures accordingly.
- Monitor the performance of and challenge the Subconsultants *and Suppliers* so delivery remains in line with project expectations and agreed levels of performance and / or deliverables. Report to the *Employer*.
- Prepare and maintain the programme for the design. Monitor actual against planned progress. Report to the Employer.
- Prepare regular/monthly quality, progress reports. Advise the *Employer* of any decisions required.

Reporting

The *Consultant* shall;

- Present at design steering groups meetings (maximum of 5 meetings as per appendix A)
- Complete monthly project dashboard to record progress, issues and lookahead
- Deliver a weekly project memo to note actions completed; outstanding issues and future activities.

Compliance

The *Consultant* shall;

- Comply with the CDM Regulations 2015 insofar as they relate to this Appointment.
- Participate in an assessment of project risk as part of wider obligations to reduce and mitigate *Employer* residual risk.
- Monitor and assess the impact of all design activities on existing Building Regulations.

Design



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The *Consultant* shall;

- Establish a structure and procedure for quality management. Establish review, approval, variation and reporting procedures. Prepare recommendations for Employer approval.
- Determine a structure and procedure for cost management. Establish review, approval, variation and reporting procedures. Prepare recommendations for approval.
- Define the responsibilities of and deliverables required Subconsultants.
- Prepare a scheme design and report summarising the project design, cost, programme and risk register. Establish review, approval, variation and reporting procedures. Prepare recommendations for approval.



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Contract document

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Contract for:

Project Ref:

Returnable Documents

Document Summary and contents
Contract data part two
Pricing data
Consultant's Schedules

Prepared by:

Date:

Version: 01



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Section 4 - Document summary and contents

Document summary			
	Section	Title	Description
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Contract Documents
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Section 5
Contract Data
Part two

Data provided by the *Consultant*

<ul style="list-style-type: none"> The <i>Consultant</i> is Name: Address: 		Standard requirement	
<ul style="list-style-type: none"> The <i>key persons</i> are: 			
1	Name	[REDACTED]	Name key people to be working on the contract However please state here details of any special qualifications or experience relevant to these key jobs
	Job	[REDACTED]	
	Responsibilities	[REDACTED]	
	Qualifications	[REDACTED]	
	Experience	[REDACTED]	
2	Name	[REDACTED]	Add more <i>key persons</i> following the two shown here if needed
	Job	[REDACTED]	
	Responsibilities	[REDACTED]	
	Qualifications	[REDACTED]	
	Experience	[REDACTED]	
<ul style="list-style-type: none"> The <i>staff rates</i> are as follows; 			
<ul style="list-style-type: none"> The <i>Consultant</i> is to submit a first programme for acceptance within 4 weeks of the Contract Date Commencing of the project date; 17th September 2018 		This will always be included – main purpose is to inform how the <i>Consultant</i> intends to carry out the work and how it affects the Department's other activities and the project master plan. However for a simple service it may be no more than a single start and finish date.	
<ul style="list-style-type: none"> The <i>activity schedule</i> is in Section 6, Pricing Data See attached Building 33 Stages 1 – 2 Fee Proposal 		Only include and complete if an ' <i>activity schedule</i> ' is used (Options A or C only).	



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Stage Activity Code	Description	Lump sum prices for activities £

Signature Date



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6.2 Consultant's *initial forecast of resources, time charge and expenses*

See Priced Activity Schedule (appendix A)



Documents
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Section 7
Consultant's
schedules

- 7.0 Statement by *Consultant*
- 7.1 Proposed Sub consultants
- 7.2 Management
- 7.3 Quality assurance
- 7.4 Health and safety
- 7.5 Programme
- 7.6 Example Form of Agreement



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Statement by *Consultant*

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Consultant's
schedule 7.0

We confirm that nothing in the information we have given in the *Consultant's* schedules or appended to them, or the *Employer's* acceptance of our proposal, changes our responsibility to Provide the Services in accordance with the Scope or our liability for design.

Signed

Date

Name

Position

Consultant



**Proposed
Sub consultants**
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**Consultant's
schedule: 7.1**

We notify you that it is our intention to employ the following Sub consultants on the *services*.

If we are awarded a contract for the *services* we agree that this notification does not change the requirement for us to submit the names of proposed Sub consultants to the *Employer* for acceptance as required by Clause 24.

	Name and address of proposed Sub consultant	Nature and extent of service	Proposed procurement method used/to be used to achieve value for money	Proposed conditions of contract to be used to purchase services from Sub consultant	Previous experience with Sub consultant
1.	[REDACTED]	[REDACTED]	Sub Consultancy Appointment	Mott MacDonald Sub Consultancy Agreement	Consultant has undertaken work on previous Defra schemes
2.	[REDACTED]	[REDACTED]	Sub Consultancy Appointment	Mott MacDonald Sub Consultancy Agreement	Consultants have previous experience with the project team
3.					
4.					



Management
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**Consultant's
schedule: 7.2**

Note to framework Consultant: Please describe the management arrangements for the *services*. You are requested to include:

1. An organisation chart (including the key people you have identified in the Contract Data Part two).
2. If not already provided to the Employer, CV's for all key people should be a maximum of two sides of A4 of relevant experience tailored to the services required under this contract.
3. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.

[This note is not part of the contract](#)

Summary of items attached to this schedule:

1. Building 33 Stages 1 – 2 Fee Proposal
2. The project is led by a Mott MacDonald Project Manager under the guidance of a Project Director
3. Our scope of works at this stage is limited to the management of design and stakeholders only. Any supply work required will be carried out by Defra's approved suppliers under the supervision of Defra's project management team, Mott MacDonald standard governance procedures have, and will be followed. This will be monitored internally by the Mott MacDonald project Director.
4. The appointed sub-consultants (design team) have necessary resources to fulfil the scope of services. Activity Schedule (see attached).



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Quality assurance

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***Consultant's
schedule: 7.3***

- The Quality Plan for this Contract will be developed for this project in line with our organisational quality management systems as stated in Contract Data Part One, Section 4, Quality.



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Health and Safety

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***Consultant's
schedule: 7.4***

Health and Safety will be in line with Mott MacDonald standard Health and Safety procedures.



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Programme

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**Consultant's
schedule: 7.5**

Note: This programme should show:

1. The information required of a programme submitted for acceptance is in Clause 31.2.
2. Any other requirements for a programme stated in the Scope.
3. Your statement on how you plan to do the work for each operation on the programme is to be provided below and not on the programme. However, you are still required to submit a fully resourced programme. Your response must include your approach to SHE.

Project Stage	Completion
RIBA Stage 0-2	26/10/18
RIBA Stage 3	N/A
RIBA Stage 4	N/A
RIBA Stage 5	N/A
RIBA Stage 6	N/A
RIBA Stage 7	N/A



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Form of Agreement

7.6

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Contract Title:

This agreement is made on

Between The Department of Environment, Food & Rural Affairs (the *Employer*)

and Mott MacDonald Ltd (the *Consultant*)

The *Employer* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data.

The *Consultant* will Provide the Services in accordance with the *conditions of contract* identified in the Contract Data.

Execution of this Contract is carried out in accordance with the 1999 EU Directive 99/93(Communication Framework for Electronic Signatures) and the UK Electronic Communications Act 2000. **This Contract is formed on the date on which both the Authority and the Contractor have communicated acceptance of its terms on the Authority's e-tendering system ('Bravo').**



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Appendix A - Fee Proposal