



Department  
for Environment  
Food & Rural Affairs

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

**Contract document**  
**PSC 3<sup>rd</sup> Ed.**

<b>Contract for:</b>	2 Marsham Street –Adaptations for Blended Working
<b>Project Ref:</b>	Project_32514 ecm-60920

**Non Returnable  
Documents**

Contents  
Contract data  
Scope

Prepared by:

Date: 01<sup>st</sup> March 2021

Version: 01 Rev A

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



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for Environment  
Food & Rural Affairs

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**Non-Returnable documents**  
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**Section 1**  
**Contents**

Section 1 - Document summary and contents

<b>Document summary</b>			
	<b>Section</b>	<b>Title</b>	<b>Description</b>
<b>Non-Returnable Documents</b>	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.
<b>Returnable Documents</b>	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.



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**Contract Documents**  
PSC 3<sup>rd</sup> Ed.

**Section 2**  
**Contract Data**  
**Part one**

## Data provided by the *Employer*

<b>Contract for 2 Marsham Street – Adaptations for Blended Working</b>	
<b>1. General</b>	
•	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"><li>• <b>The services are:</b>  Professional architectural, quantity surveying, and project management services to undertake a RIBA stage 1 options appraisal exercise to support Defra in their development of smart working practices. The high level aim is to reduce the desk numbers and replace them with alternative settings that will support the work activities that staff need to carry out when they attend the London office.  The full project scope has been discussed with Mott Macdonald in line with the attached document titled "Scope", and as detailed in Mott Macdonald's Activity Schedule (Appendix A).</li></ul>	
<ul style="list-style-type: none"><li>• The <i>Employer</i> is The Department for Environment, Food &amp; Rural Affairs (Defra) Nobel House 17 Smith Square London SW1P 3JR  Employer's Project Manager: David Clarke</li></ul>	
<ul style="list-style-type: none"><li>• The <i>Adjudicator</i> is, the person appointed by the <i>Adjudicator nominating body</i>.</li><li>• The referring Party pays the administrative charge made by the <i>Adjudicator nominating body</i>.</li></ul>	
<ul style="list-style-type: none"><li>• The Scope is in Section 3 of this Contract document.</li></ul>	
<ul style="list-style-type: none"><li>• The <i>law of this contract</i> is the law of England, subject to the jurisdiction of the English Courts.</li></ul>	
<ul style="list-style-type: none"><li>• The <i>language of this contract</i> is English.</li></ul>	
<ul style="list-style-type: none"><li>• The <i>period for reply</i> to a communication is 2 weeks.</li></ul>	
<ul style="list-style-type: none"><li>• The <i>period for retention</i> of documents is 6 years following Completion or earlier termination.</li><li>• The <i>Adjudicator nominating body</i> is the Institution of Civil Engineers</li><li>• The <i>tribunal</i> is litigation in the courts.</li></ul>	
<b>2. The Parties main responsibilities</b>	
<ul style="list-style-type: none"><li>• The <i>Employer</i> provides access to the following people, places and things.</li></ul>	
Access to	<i>access date</i>
Access to, but not limited to: <ul style="list-style-type: none"><li>• Record drawings and O&amp;M Manuals</li><li>• Existing survey information, product specifications and works requirements</li><li>• As built construction drawings and details for the structure and buildings to undertake the scope of services. Internal delivery team within DEFRA</li></ul>	Access from 8 <sup>th</sup> March 2021, as agreed with the Employers Project Manager



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People, equipment, facilities, and premises to undertake non-intrusive and intrusive site surveys where instructed by the <i>Employers Project Manager</i>		Access from 8 <sup>th</sup> March 2021, as agreed with the Employers Project Manager
<ul style="list-style-type: none"> <li>The <i>Consultant</i> prepares forecasts of total Time Charge and <i>expenses</i> for the <i>services</i> at intervals no longer than one month.</li> </ul>		
<b>3. Time</b>		
<ul style="list-style-type: none"> <li>The <i>starting date</i> is 8<sup>th</sup> March 2021</li> <li>The <i>completion date</i> for the whole of the <i>services</i> is 30<sup>th</sup> April 2021</li> <li>The <i>Supplier</i> submits revised programmes at intervals no longer than 4 weeks.</li> </ul>		
<b>4. Quality</b>		
<ul style="list-style-type: none"> <li>The quality policy statement and quality plan are provided within 4 weeks of the <i>starting date</i>, if not previously provided by the <i>Consultant</i>.</li> <li>The <i>defects date</i> is 52 weeks after Completion of the whole of the <i>services</i>.</li> </ul>		
<b>5. Payment</b>		
<ul style="list-style-type: none"> <li>The <i>assessment interval</i> is one month based on the schedule submitted as part of Option A.</li> <li>The period within which payments are made is 30 days from receipt of the <i>Consultant's</i> VAT invoice.</li> <li>The <i>currency of this contract</i> is pounds sterling (£).</li> <li>The <i>interest rate</i> is 2% per annum above the Bank of England Base Rate.</li> <li>There are no <i>expenses</i> stated by the <i>Employer</i> (<i>expenses</i> are deemed to be included in the lump sum prices for the activities).</li> </ul>		
<b>6. Compensation events</b>		
<ul style="list-style-type: none"> <li>There is no Contract Data required under this heading</li> </ul>		
<b>7. Title and confidentiality</b>		
<ul style="list-style-type: none"> <li>There is no Contract Data required under this heading.</li> </ul>		
<b>Note – levels proposed are for this project specifically.</b>		
<b>8. Indemnity and insurance</b>		
<ul style="list-style-type: none"> <li>The amounts of insurance and the periods following Completion for which the <i>Consultant</i> maintains insurance are</li> </ul>		
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>	£250,000	6 Years



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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>	£	12 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	£5m	for the period required by law
<ul style="list-style-type: none"> <li>The Employer provides the following insurances – None.</li> <li>The <i>Consultant's</i> total liability to the <i>Employer</i> 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.</li> </ul>		
<b>9. Disputes and termination</b>		
<ul style="list-style-type: none"> <li>There is no Contract Data required under this heading</li> </ul>		
<b>10. Option Z: The <i>additional conditions of contract</i> are:</b>		
Z1	Not Used	
Z2	<p>The text of CI 18 Prevention is deleted.</p> <p>Delete the text of CI 60.1(11) and replaced by:</p> <p>The services are affected by any of the following events</p> <ul style="list-style-type: none"> <li>War, civil war, rebellion, revolution, insurrection, military or usurped power;</li> <li>Strikes, riots and civil commotion not confined to the employees of the Consultant and sub consultants,</li> <li>Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,</li> <li>Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,</li> <li>Natural disaster,</li> <li>Fire and explosion,</li> <li>Impact by aircraft or other aerial device or thing dropped from them.</li> </ul>	
Z3 A	Not used	
Z3 B	Not used	
Z3 C	Not used	
Z4	Not used	
Z5	Not used	
Z18	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.



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Clause 7 of the Protocol is deleted in its entirety.

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;**

**Undertake the following duties:**

Following a kick-off meeting, Mott MacDonald will carry out two tasks, as further described below:

- Review all the information provided, identify gaps and agree working assumptions.
- Test the potential of three specific options on a typical floor (third) of Marsham Street by illustrating different levels of intervention (high, medium, low) using the agreed menu of work-settings.
- Prepare a phase 1 output report together with costs, for each of the three floor layouts considered.

#### **Phase 1 Project Start-up**

- Attend 2nos remote briefing meetings with Defra to include the change manager and project team with specific focus on the IT, FM and Change Management strategies for implementing Smart working.
- Information required: confirmed fte headcount per department (current, 2yr, 5yr projections), confirmation of any special or dedicated staff requirements, confirmation of any additional fixed support or technical areas that will be required, results of any staff surveys re: homeworking and future 2MS attendance intentions.

#### **Demand Analysis**

- Review all information provided and identify any gaps and agree any working assumptions e.g. use of regional offices.
- Online workshop with departmental representatives to understand what works well/not so well from home settings, regional offices and what range of activities would be required in 2MS and the settings needed to best support them. This would be a virtual meeting with a briefing pack sent out in



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advance with information and questions for the representatives to consider and seek input from their  
teams, for a group discussion.

- Summarise input received from Defra to confirm the brief.
- Prepare illustrations of proposed work-settings to support future Smart working in 2MS.

Supply Analysis

- Review existing partition layouts to assess the location of all fixed support spaces and the available space remaining for work-settings.
- Test the potential of three specific options on a typical floor (third) of Marsham Street by illustrating different levels of intervention (high, medium, low) using the agreed menu of work-settings.

Phase 1 Output: a report to include;

- Introduction /executive summary
- Summary of the brief including, findings from staff input, menu of work-settings to be provided, daily occupation capacity
- Each of the three options to include:
  - o Annotated floor plans (1:200)
  - o Annotated plan of key area (1:50)
  - o 3D view / render of that key area

The Phase 1 report will be presented to the project team via remote meeting. This document will allow budget costs to be prepared by others for each of the three options extrapolated to the whole building.

Project meetings (remote via Teams or similar)

- We will attend a weekly project meeting to review progress and seek feedback from the project team.
- We will attend an executive board presentation of phase 1 output if required.

Please refer to the attached document titled “Scope” for the full project scope.



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**Compliance**

**The *Consultant* shall;**

- Comply with the CDM Regulations 2015 as far as they relate to this Appointment. Mott MacDonald are not responsible for CDM apart from our contracted duties. DEFRA will appoint a Principal Designer as part of their Client Duties

**Design**

**The *Consultant* shall;**

- Provide outputs as per the Activity Schedule



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## **Contract document**

**PSC 3<sup>rd</sup> Ed.**

### **Contract for:**

2 Marsham Street –  
Adaptations for Blended  
Working

**Project Ref: Project\_32514**  
**ecm-60920**

### **Returnable Documents**

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

Prepared by: Mott Macdonald  
Date: 1<sup>st</sup> March 2021  
Version: 01 Rev A



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Section 4 - 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.
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	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>Consultant</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>Consultant's</i> technical offer. Includes certificates for completion and return with the tender.



**Contract Documents**  
**PSC 3<sup>rd</sup> Ed.**

## Section 5

### Contract Data

#### Part two

### Data provided by the *Consultant*

<ul style="list-style-type: none"> <li><b>The Consultant is</b> Name: Mott MacDonald Limited (1243967) Address: Mott MacDonald House, 8-10 Sydenham Road, Croydon CR0 2EE, United Kingdom</li> </ul>			Standard requirement
<ul style="list-style-type: none"> <li><b>The key persons are:</b></li> </ul>			
1	Name	[REDACTED]	Name key people to be working on the contract  <b>However please state here details of any special qualifications or experience relevant to these key jobs</b>
	Job	[REDACTED]	
	Responsibilities	[REDACTED]	
	Qualifications	[REDACTED] & [REDACTED]	
	Experience	[REDACTED]	
2	Name	[REDACTED]	Add more <i>key persons</i> following the two shown here if needed
	Job	[REDACTED]	
	[REDACTED]	[REDACTED]	
	Qualifications		
	Experience	[REDACTED]	
<ul style="list-style-type: none"> <li>The <i>staff rates</i> are as follows;</li> </ul> <div style="background-color: black; width: 100%; height: 300px;"></div>			



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<ul style="list-style-type: none"> <li>Commencing of the project date; 8<sup>th</sup> March 2021</li> </ul>	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"> <li>The <i>activity schedule</i> is in Section 6, Pricing Data</li> </ul>	Only include and complete if an ' <i>activity schedule</i> ' is used (Options A or C only).

**Contract Documents**  
PSC 3<sup>rd</sup> Ed.

**Section 6.1**  
**Pricing Data**

## 6.1 Activity schedule

<b>The services</b>	<p>Professional architectural, quantity surveying, and project management services to undertake a RIBA stage 1 options appraisal exercise to support Defra in their development of smart working practices. The high level aim is to reduce the desk numbers and replace them with alternative settings that will support the work activities that staff need to carry out when they attend the London office.</p> <p>The full project scope has been discussed with Mott Macdonald in line with the attached document titled "Scope", and as detailed in Mott Macdonald's Activity Schedule (Appendix A).</p>
<b>Contract Number</b>	<b>TBC</b>

<b>Stage Activity Code</b>	<b>Description</b>	<b>Lump sum prices for activities £</b>
See Appendix A	Please see attached activity schedule REF: App A – Activity Schedule Marsham Street	£44,129.06





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Stage Activity Code	Description	Lump sum prices for activities £
	Total	£44,129.06

Signature ..... Date .....

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

Please refer to Marsham Street 3<sup>rd</sup> floor Priced Activity Schedule (attached in Appendix A)



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**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*

PSC 3<sup>rd</sup> Ed.

*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*



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**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]	Architectural	Lump sum fee	Mott MacDonald sub consultancy agreement (with amendments)	[REDACTED]
2.	N/A				
3.	N/A				
4.	N/A				



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## Management

PSC 3<sup>rd</sup> Ed.

**Consultant's  
schedule: 7.2**

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

1. 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.
2. 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. Mott MacDonald standard governance procedures have, and will be followed. Mott MacDonald Project Principal will internally monitor this.
2. Appendix A – Priced Activity Schedule(PDF Document referenced PAS Marsham Street - RIBA stage 1 Options Appraisal (ISSUE)RevB 11-03-21)
3. Appendix B - Scope of Services (see Section 6 – Scope as attached for details of the services)
4.



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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's standard health and safety procedures.



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**Programme**  
PSC 3<sup>rd</sup> Ed.

**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.

Key Dates

None	





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for Environment  
Food & Rural Affairs

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

**Form of Agreement**

**7.6**

**PSC 3<sup>rd</sup> Ed.**

**Contract Title: 2 Marsham Street – 2 Adaptations for Blended Working**

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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**Executed under hand by the *Employer***

the *Employer*

by ..... signature

..... name

..... position

And ..... signature

..... name

..... position

**Executed under hand by the  
*Consultant***

the *Consultant*

By ..... signature of director

..... name of director

And ..... signature of director or  
company secretary

..... name of director or  
company secretary



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**All figures are ex VAT**

**Note the fee proposal is based on:**

- This is a desktop exercise. Site visits are excluded
- We have allowed for attendance at 6nr client/ design team meetings. If additional meetings are required, this will be a compensation event.
- Included for capital cost budget. Excludes NPV costs or any PFI specific cost agreements.