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|  | **Contract document**  **PSC 3rd Ed.** | |
|  | | |
| Contract for:  Project Ref: | Feasibility, design, project management and QS services for installation of Solar PV in locations around the Defra estate.  31253 | |
|  | | |
| **Non Returnable Documents** | Contents  Contract Data  Scope | |
| Prepared by: Toby Ellis  Date: 1st October 2020  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

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| 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 *Employer)* required by the conditions of contract specific to this contract. |
| 3 | Scope | The specification and description of the services and constraints on how the *Supplier* is to provide the services. |
| **Returnable Documents**  **ments** | 4 | Document summary and contents list | A guide to the tender documents |
| 5 | Contract Data part two | Data (supplied by the *Supplier*) required by the conditions of contract specific to this contract. |
| 6 | Pricing data | The *activity schedule* Option A and C.  Risk register  The risk budget |
| 7 | Consultant’s schedules | Information required with the tender and the *Supplier*’s technical offer. Includes certificates for completion and return with the tender. |

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|  | **Contract Documents**  **PSC 3rd Ed.** | **Section 2**  **Contract Data**  **Part one** |

**Data provided by the *Employer***

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| **Contract for Feasibility , Design , Project Management & Cost Consultancy Services** | | | |
| **1. General** | | | |
| 1. 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 2011in 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 *Employer* | | | |
| 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 | | | |
| 1. **The *services* are:** 2. Feasibility, design, project management and QS services for installation of Solar PV in locations around the Defra estate. | | | |
| 1. The *Employer* is   The Department for Environment, Food & Rural Affairs (Defra)  Nobel House  17 Smith Square  London  SW1P 3JR  *Employer’s* project manager: Toby Ellis | | | |
| * The *Adjudicator* is, the person appointed by the *Adjudicator nominating body*. * The referring Party pays the administrative charge made by the *Adjudicator nominating body*. | | | |
| 1. The Scope is in Section6 of this document. | | | |
| 1. The *law of this contract* is the law of England, subject to the jurisdiction of the English Courts. | | | |
| 1. The *language of this contract* is English. | | | |
| 1. The *period for reply* to a communication is 2 weeks. | | | |
|  The *period for retention* of documents is 6 years following Completion or earlier termination.   * The *Adjudicator nominating body* is the Institution of Civil Engineers * The *tribunal* is litigation in the courts * The following matters will be included in the Risk Register:   None | | | |
| **2. The Parties main responsibilities** | | | |
| 1. The *Employer* provides access to the following people, places and things. | | | |
| Access to | | | *access date* |
| Access to sites and depots as required (assuming compliance with DEFRA security & sign in procedures)  Record drawings and O&M Manuals for the existing buildings  Access required will be arranged for the day requested | | | As required from 1st October 2020 |
| * The *Consultant* prepares forecasts of total Time Charge and *expenses* for the *services* at intervals no longer than one month. | | | |
| **3. Time** | | | |
| 1. The *starting date* is 1st October 2020 | | | |
| * The *completion date* for the whole of the *services* is 31st March 2022 | | | |
| * The *Consultant* is to submit a ﬁrst programme for acceptance within **two** weeks of the Contract Date. | | | |
| **4. Quality** | | | |
| 1. 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. | | | |
| * 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.* | | | |
| **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. | | | |
| **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 *services* or earlier termination | |
| failure of the *Consultant* to use the skill and care normally used by professionals providing services similar to the *services* | £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 *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant* | £5m in respect of each claim without limit to the number of claims | 12 months | |
| bodily injury to or death of employees of the *Consultant* arising out of and in course of their employment in connection with this contract | Whichever is the greater of £5 million 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. | | | |
| 1. **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; * , riots and civil commotion not confined to the employees of the *Consultant* and 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. | | | |
| 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 | | | |
| 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. | | | |
| 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.” | | | |

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|  | **Contract Documents**  **PSC 3rd Ed.** | **Section 6**  **Scope** |

**6. 20 The Parties’ main responsibilities**

**6. 20.1 Details of the *services***

**The *Consultant* shall:**

* undertake design, management and quantity surveying services for the installation of solar PV measures at sites around the Defra Estate

**Scope of Services**

## Review of existing investment proposal or feasibility studies

For locations with pre-existing assessments the *Consultant* shall review the existing proposal or feasibility study to assess the suitability of proposed system, gaps in the assessment, requirements for further assessment and robustness of technical conclusions.

Our review will focus on:

* 1. site selection within the depot premises
  2. technical assumptions
  3. economic assumptions
  4. electrical connection of the equipment
  5. planning requirements - allows for one pre-application meeting with the Local Planning Authority and excludes all third-party costs

### Deliverable

* + 1. report on key conclusions and conference call to discuss conclusions and next steps.
  1. This stage is expected to be completed within a 4 week period

## Regulatory, policy and offtake market review

The *Consultant* shall consider:

* 1. assessment of current policy and marketplace for offtake of energy from distributed generators:
  2. presence of government mandated tariffs
  3. contracting methodologies

### Deliverable

* + 1. Memo report or presentation on key conclusions and conference call to discuss conclusions and implications for the scheme.

## Site assessment and concept design

The *Consultant* shall review and present the context of the project with respect to the following elements

* 1. available area and development constraints
  2. interconnection considerations
     1. review of existing infrastructure
     2. enquiry to relevant DNO on connection requirements
  3. permitting considerations
     1. environmental constraint review
     2. local policy review
     3. estimate of study requirements and schedule to submit a planning application
  4. concept design
     1. equipment selection
     2. layout drawing
     3. single line diagram
     4. bill of materials
  5. energy yield
     1. high level estimate of energy yield
  6. LCOE and payback
     1. capex – estimate of development and construction costs
     2. opex – estimate of operational cost over the project lifetime
     3. self-consumption assessment
     4. economic calculation
        1. development of simplified financial model

Estimate of LCOE on the basis of concept design cost estimate

Estimate of payback metric on the basis anticipated energy tariff agreed by the *Employer.* Payback calculations will be on the basis of pre-agreed energy tariff selected by the Client

financing and tax elements of the project will NOT be considered.

Assume high level cost estimation on a per megawatt basis with reference to market norms and estimated major equipment costs. Key equipment breakdown will focus on major components rather than comprehensive bill of materials

Assume provision of detail on existing power distribution infrastructure by the Client

This stage represents a high level assessment and summary of current conditions, not a comprehensive or exhaustive review. This stage is expected to be completed within a 6 week period,

### Deliverable

* + 1. Report and concept design drawings, conference call to discuss conclusions, recommendations and next steps.

## Interconnection application

The *Consultant* shall develop and submit a grid connection application to the relevant DNO plus and follow up as required.

### Deliverable

* + 1. Submitted application. Follow up queries and discussions with DNO.

## Planning submission

*The Consultant shall:*

* 1. develop and submit the planning application to the relevant Local Authority
  2. procure relevant studies
  3. represent the *Employer* at consultations
  4. produce necessary statements and application documents

### Deliverable

* + 1. Submitted application. Follow up clarifications and submissions.

## Request for proposal development and management support

The *Consultant* shall

* 1. advise throughout procurement of contractor to deliver projects on design and build basis.
  2. produce minimum technical specification (MFS)
  3. develop technical contract schedules
  4. Integrate MFS into Client ITT
  5. organise and attend site meetings/bid conferences
  6. respond to bidder queries
  7. review submitted bids and recommend selection of preferred bidders
  8. support during Contract negotiation

### Deliverable

* + 1. Template ITT package
    2. Template and project specific technical contract schedules
    3. Bid evaluation report and preferred bidder recommendation
    4. Attendance at meetings/conference calls
    5. This task is expected to be completed within a 3-6 month period

## Detailed design review

The *Consultant* shall carry out

* 1. The staged review of Contractor detailed design development and agreement of ‘for construction’ design.

### Deliverable

* + 1. Tabulated feedback and drawing mark-ups of design at detailed and ‘for construction’ design stages.
    2. Correspondence with contractor and attendance at design review meetings.

1. *Procurement*

Task 4 assumes three bidders to be approached for tender responses (additional bidders will require extension of budget)

The above is limited to development of descriptive technical elements of invitation to tender (ITT) and that all commercial/procedural elements will be defined separately by the Client. Client will manage tendering process.

Task 4 is anticipated to be completed within a 6 month period

This task allows for high level canvassing of suitable contractors, no detailed expression of interest/qualification phase is envisaged

## Construction Stage

The Consultant shall carry out:

* 1. regular monthly inspections during construction for compliance with agreed design, specification, norms and standards
  2. The ECSC delegated *Employer* role under the NEC ECSC Contract other than pay, terminate and dispute.
  3. payment milestone review, including changes to scope
  4. liaison with contractor pertaining to Works completion test, functional inspection and performance testing.

### Deliverable

* + 1. Monthly construction progress reports incl. fiscal analysis in line with NEC ECC.

Construction period assumes single visit per month, concentration of activities may be recommendable over short construction timeframes

This task is anticipated to be completed within a 6 month period

**Reporting**

**The *Consultant* shall;**

* deliver a monthly cost report showing spend to date, performance against project budget and spend profile for the works.
* 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.
* Visit the Site and carry out initial inspections. Advise the *Employer* on areas of concern.
* Participate in an assessment of project risk as part of wider obligations to reduce and mitigate *Employer*  residual risk.
* The scope is limited to the provision of the services identified in the Scope and is subject to the PSC Ref: 9Y8C-TM97UR
* Any changes to the scope of service detailed in the Scope may be subject to additional fees and may incur programme delay.
* No out of hours working
* We assume all /any information requested will be provided in a timely manner to allow us to achieve our deliverables in a once through process.
* Activities are based upon use of NEC3 Short Form of contract for appointment of one contractor. Any proposed amendments would be the responsibility of the Clients Legal Advisors to agree and incorporate into the Contract.
* No allowance for asbestos in any form or at any stage.
* Reasonable Contract administration has been allowed for. We have not allowed any major scope changes, such changes may incur additional fee.
* We have made no allowance for Life Cycle Costing within this Fee Proposal RP: would need to be in Scope
* No tender interviews allowed for and engagement will via NEC3 Short Form standard method of procurement. Tender evaluation will be undertaken by DEFRA Commercial with Mott MacDonald providing advice on conformity to Scope.
* The RIBA Stage 5 period is assumed to be 5 months.
* Scope has been budgeted assuming an approximate project size of 2MWp on fixed tilt ground mounted piles. Material deviations to the project may require additional scope and/or budget
* The scope does not cover engagement of a PV operations and maintenance (O&M) contractor
* No detailed energy yield analysis is allowed for within Technical Design and Procurement

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|  | **Contract document**  **PSC 3rd Ed.** | |
|  | | |
| Contract for:  Project Ref: | Feasibility, design, project management and QS services for installation of Solar PV in locations around the Defra estate.  **31253** | |
|  | | |
| **Returnable Documents** | Document Summary and contents  Contract Data part two  Pricing data  Consultant’s Schedules | |
| Prepared by: Mott MacDonald  Date:  Version: 01 | | |
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Section 4 - Document summary and contents

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| Document summary | | | | |
|  | **Section** | **Title** | **Description** |  |
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| 6 | Pricing data | The *activity schedule* Option A and C. |
| 7 | Consultant’s schedules | Information required with the tender and the *Consultant*’s technical offer. Includes certificates for completion and return with the tender. |

**Data provided by the *Consultant***

|  |  |
| --- | --- |
| * **The *Consultant* is**   **Name: Mott MacDonald**  **Address: Mott MacDonald House**  **8-10 Sydenham Road**  **Croydon**  **CR0 2EE** | Standard requirement |
| * The *key people* are: REDACTED  |  |  | | --- | --- | | Name |  | | Job |  | | Responsibilities |  | | Qualifications |  | | Experience |  | |  |  | | Name |  | | Job |  | | Responsibilities |  | | Qualifications |  | | Experience |  | |  |  | | Name |  | | Job |  | | Responsibilities |  | | Qualifications |  | | Experience |  | |  |  | | Experience |  | | Name |  | | Job |  | | Responsibilities |  | | Qualifications |  | | Experience |  | |  |

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| * The *staff* rates are as follows: REDACTED | | | | | | | |
| **Hourly Rates Proposal** | | **Staff Grade / Position** | | | | | |
| **Partner / Director** | **Associate** | **Senior** | **Consultant** | **Graduate / CAD Tech** | **Trainee** |
| **Personnel Role** | **Key Account Manager** |  |  |  |  |  |  |
| **Project Manager** |  |  |  |  |  |  |
| **Architect** |  |  |  |  |  |  |
| **Cost Consultant (Quantity Surveyor)** |  |  |  |  |  |  |
| **Hourly Rates Proposal** |  | | | | | |
|  |  |  |  |  |  |  |
| **Engineer (M&E / Drains)** |  |  |  |  |  |  |
| **Engineer (Structural)** |  |  |  |  |  |  |
|  | | | | |  | | |
| * The *activity schedule* is in Section 6, Pricing Data | | | | |  | | |
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|  | **Contract Documents**  **PSC 3rd Ed.** | **Section 6.1**  **Pricing Data** |

**6.1 Activity schedule**

| **The *services*** | *Feasibility, design, project management and QS services for installation of Solar PV in locations around the Defra estate.* |
| --- | --- |
| **Contract Number** | 9Y8C-TM97UR |

| **Stage Activity Code** | **Description** | **Lump sum prices for activities £** |
| --- | --- | --- |
| See Appendix A. |  | £214,040.86 |
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## 6.1 Activity Schedule Continued

See Appendix A.

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|  | **Documents**  **PSC 3rd Ed.** | **Section 7**  ***Consultant*’s schedules** |

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|  | **Statement by *Consultant***  **PSC 3rd Ed.** | ***Consultant*’s**  **schedule 7.0** |

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| **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**  **PSC 3rd Ed.** | ***Consultant*’s**  **schedule: 7.1** |

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| 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. |

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|  | **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. | None | None | None | None | None |
| 2. |  |  |  |  |  |
| 3. |  |  |  |  |  |
| 4. |  |  |  |  |  |

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|  | **Management**  **PSC 3rd Ed.** | ***Consultant*’s schedule: 7.2** |

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| **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. **Activity Schedule** 2. **Ethics Compliance** 3. **CVs** |

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|  | **Quality assurance**  **PSC 3rd Ed.** | ***Consultant*’s schedule: 7.3** |

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| * 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**  **PSC 3rd Ed.** | ***Consultant*’s schedule: 7.4** |

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| Health and Safety will be in line with Mott MacDonald’s standard health and safety procedures. |

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|  | **Programme**  **PSC 3rd Ed.** | ***Consultant*’s schedule: 7.5** |

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| **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. |

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|  | **Form of Agreement 7.6**  **PSC 3rd Ed.** |

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| **Contract Title:** |

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| This agreement is made on |
| Between The Department of Environment, Food & Rural Affairs (the *Employer*) |
| and Mott MacDonald (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’).** |