



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:	Nobel House – Sub tenant Let Nobel House, 17 Smith Square, Westminster, London SW1P 3JR
Project Ref:	TBC

Non Returnable Documents

Contents
Contract data
Scope

Prepared by:

Date: 12th 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
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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.



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Section 2
Contract Data
Part one

Data provided by the *Employer*

Contract for Nobel House – Review and Options Appraisal Project	
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: To provide Consultant Project Management support services for the Nobel house sub-let for the duration of the project (assumed to be 40 days). Also to include for JG Regan move specialists support as per the attached quotation. All works to be undertaken at the <i>Employer's</i> office at Nobel House, 17 Smith Square, Westminster, London SW1P 3JR to accommodate the sub-let tenant staff as detailed in Mott Macdonald's Activity Schedule (Appendix A).	
<ul style="list-style-type: none">The <i>Employer</i> is The Department for Environment, Food & Rural Affairs (Defra) Nobel House 17 Smith Square London SW1P 3JR Employer's Project Manager: [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.The <i>law of this contract</i> is the law of England, subject to the jurisdiction of the English Courts.The <i>language of this contract</i> is English.The <i>period for reply</i> to a communication is 2 weeks.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 EngineersThe <i>tribunal</i> is litigation in the courts.	
2. The Parties main responsibilities	
<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>
Access to, but not limited to: Record drawings and O&M Manuals for the existing buildings Access required will be arranged for the day requested As built construction drawings and details for the structure and buildings to undertake the scope of services.	Access from October 2020 for the duration of the project (assumed to be 40 days), as agreed with the Employers Project Manager
Access to the facilities	
<ul style="list-style-type: none">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.	



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3. Time

- The *starting date* is 16th October 2020
- The *completion date* for the whole of the *services* is 11th December 2020

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.

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	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	12 months



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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">The Employer provides the following insurances – None.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.		
9. Disputes and termination		
<ul style="list-style-type: none">There is no Contract Data required under this heading		
10. Option Z: The <i>additional conditions of contract</i> are:		
Z1	Not Used	
Z2	The text of CI 18 Prevention is deleted. Delete the text of CI 60.1(11) and replaced by: The services are affected by any of the following events <ul style="list-style-type: none">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.	
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."



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Section 6
Scope

6. 20 The Parties' main responsibilities

6. 20.1 Details of the services

The Consultant shall;

Undertake the following duties:

Project Management support services as noted below:

- Provide 1 consultant project manager to support Defra with the Nobel house sub-let for the duration of the project (assumed to be 40 days).

Furniture move services as noted below:

- Provide an order to JG Regan move specialists as per the quotation provided by Defra (dated 29th September 2020, titled Storage Consultancy – Proposal v3.0 (Draft)).

General

The Consultant shall;

- Provide a consultant project manager to support Defra for the duration of the project (assumed to be 40 working days).
- Monitor the performance of the JG Regan to help maintain delivery in line with project expectations and agreed levels of performance and / or deliverables.

Reporting

The Consultant shall;

- Agree project reporting requirements and recording procedures with the *Employer*, Sub-Consultants, and *Suppliers*. Implement agreed procedures accordingly.

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.
- Visit site for 2 days per week to carry out initial inspections. Advise the Employer on areas of concern.



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Design

The *Consultant* shall;

- Provide outputs as per the Activity Schedule

Clause X9

The *Consultant* shall;

- For the purposes of Clause X9 the *Consultant* shall have no liability for any use of the Intellectual Property other than for the purposes for which it was originally intended.

“Intellectual Property” means all intellectual property and all rights therein in any part of the world including, without limiting the generality of the foregoing, any patent, patent application, trademark, trademark application, registered design, registered design application, trade name, trade secret, business name, discovery, invention, process, formula, specification, improvement, technique, copyright, unregistered design right, technical information or drawing, including rights in computer software and database and topographic data rights.



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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: Mott Macdonald
Date: 12th October 2020
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

[illegible]



<ul style="list-style-type: none"> Commencing of the project date; 19th October 2020 	<p>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.</p>
<ul style="list-style-type: none"> The <i>activity schedule</i> is in Section 6, Pricing Data 	<p>Only include and complete if an '<i>activity schedule</i>' is used (Options A or C only).</p>

[illegible]



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Stage Activity Code	Description	Lump sum prices for activities £
	Total	£75,110.40

Signature _____ Date _____

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

Refer to Nobel House Priced Activity Schedule (attached)



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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



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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.	JG Regan Ltd Ickenham House, 2-4 High Road, Ickenham, Middlesex, UB10 8LJ	To support the identification and temporary removal of storage	Lump sum fee	Mott MacDonald sub consultancy agreement (with amendments)	Worked with Defra and Mott MacDonald (via the architect) on Nobel house previously.
2.	N/A				
3.	N/A				
4.	N/A				



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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. 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. Nobel House Priced Activity Schedule (see Attached)
2. Mott MacDonald standard governance procedures have, and will be followed. Mott MacDonald Project Principal will internally monitor this.



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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 PSC 3 rd Ed.	Consultant's schedule: 7.4
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<p>Health and Safety will be in line with Mott MacDonald's standard health and safety procedures.</p>



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Programme
PSC 3rd 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



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Form of Agreement

7.6

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Contract Title: Nobel House – Review and Options Appraisal

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

_____ company secretary



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All figures are ex VAT

Note the fee proposal is based on:

- Mott Macdonald have included to provide a consultant project manager for 40 working days only. Their role will be to help provide general support to defra during this project in connection with the nobel house sub-let.
- Mott Macdonald have included the JG Regan move specialist cost as per the quotation provided by defra (dated 29th September 2020). If this changes, a compensation event will be required.
- No other works are allowed for.