



Contract document

PSC 3rd Ed.

Contract for:	Feasibility report for the delivery of the Environment Agency's National Laboratory Services future sampling programme
Project Ref:	FMREVDEF20-076
Bravo	32961

Non-Returnable Documents

Contents
Contract data
Scope

Prepared by:

Date: 18th March 2021

Version: 01

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



Department
for Environment
Food & Rural Affairs

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

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.



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Section 2
Contract Data
Part one

Data provided by the *Employer*

Contract for Feasibility report for the delivery of the Environment Agency's National Laboratory Services future sampling programme

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 *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



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<ul style="list-style-type: none">• The services are: Professional architectural, quantity surveying, Mechanical & electrical, structural and project management services to undertake a RIBA stage 1 feasibility report to help inform the Defra future business case for the provision of increased Laboratory Space for the Environment Agency, at the third floor of a building in Leeds, Olympia House, Gelderd Lane, LS12 6DD. 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).	
<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.	
<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.	
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, but not limited to:	<i>access date</i>
<ul style="list-style-type: none">• Record drawings and O&M manuals• Existing building operational costs• Existing survey information• Current power provision at sites• Commercial sampling costs.• 'As fitted' drawings and test certificates• Anticipated extra Staff Numbers	Access from 14 June 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 14 June 2021, as agreed with the Employers Project Manager
<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. 		
3. Time		
<ul style="list-style-type: none"> The <i>starting date</i> is 14 June 2021 The <i>completion date</i> for the whole of the <i>services</i> is 23 August 2021 The <i>Supplier</i> submits revised programmes at intervals no longer than 4 weeks. 		
4. Quality		
<ul style="list-style-type: none"> 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>. The <i>defects date</i> is 52 weeks after Completion of the whole of the <i>services</i>. 		
5. Payment		
<ul style="list-style-type: none"> The <i>assessment interval</i> 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 <i>Consultant's</i> VAT invoice. The <i>currency of this contract</i> is pounds sterling (£). The <i>interest rate</i> is 2% per annum above the Bank of England Base Rate. 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). 		
6. Compensation events		
<ul style="list-style-type: none"> There is no Contract Data required under this heading 		
7. Title and confidentiality		
<ul style="list-style-type: none"> There is no Contract Data required under this heading. 		
Note – levels proposed are for this project specifically.		
8. Indemnity and insurance		
<ul style="list-style-type: none"> The amounts of insurance and the periods following Completion for which the <i>Consultant</i> 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



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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>	£5m	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"> 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	<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"> 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 *Consultant* 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 *Consultant s*. 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 *Consultant* and the *Employer*, the *Consultant* 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 *Consultant '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 *Consultant s* 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 *Consultant* has first obtained a written licence from the *Employer*, in specific terms to do so.

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

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

6.10 If the *Consultant s* 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 *Consultant s* 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 *Consultant s* 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 *Consultant s* 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 *Consultant s* shall not be liable for any consequential losses, damage or injuries arising from third party misuse of the Materials, of which the *Consultant s* 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;

Undertake the following duties:

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

- Review all the information provided and agree working assumptions.
- Provide a colour coded plan layout for the existing site at the third floor of Olympia House, Leeds
- Prepare a Feasibility report together with costs.

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

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

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Contract for: Feasibility
report for the delivery of the
Environment Agency's
National Laboratory
Services future sampling
programme

Project Ref:

FMREVDEF20-076

Returnable Documents

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

Prepared by: Mott MacDonald

Date: 18th March 2021

Version: 01



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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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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: Mott MacDonald Limited (1243967) Address: Mott MacDonald House, 8-10 Sydenham Road, Croydon CR0 2EE, United Kingdom 			Standard requirement																																																	
<ul style="list-style-type: none"> The <i>key persons</i> are: 																																																				
1	Name	[REDACTED]	[REDACTED]																																																	
	[REDACTED]	[REDACTED]																																																		
	[REDACTED]	[REDACTED]																																																		
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	[REDACTED]	[REDACTED]																																																		
<p>[REDACTED] staff rates are as follows;</p> <table border="1"> <thead> <tr> <th></th> <th>Partner / Director</th> <th>Associate</th> <th>Senior</th> <th>Consultant</th> <th>Grad / Tech</th> <th>Trainee</th> </tr> </thead> <tbody> <tr> <td>Key Account Manager</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td></td> <td></td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td></td> <td></td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> </tbody> </table>				Partner / Director	Associate	Senior	Consultant	Grad / Tech	Trainee	Key Account Manager	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
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<ul style="list-style-type: none"> Commencing of the project date; 14 June 2021 	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 	Only include and complete if an ' <i>activity schedule</i> ' is used (Options A or C only).

Contract Documents
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Section 6.1
Pricing Data

6.1 Activity schedule

The services	To provide professional architectural, quantity surveying, Mechanical & electrical, structural and project management services to undertake a RIBA stage 1 feasibility report to help inform the Defra future business case for the provision of increased Laboratory Space for the Environment Agency at the third floor of Olympia house, Leeds.
Contract Number	Bravo 32961

Stage Activity Code	Description	Lump sum prices for activities £
See Appendix A	Please see attached activity schedule REF: App A – Activity Schedule Laboratory Space	
	Total	

Signature

Date



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

Please refer to Laboratory space 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*

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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 of 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]	[REDACTED]	[REDACTED]	[REDACTED] with them	[REDACTED]
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. Mott MacDonald standard governance procedures have, and will be followed. Mott MacDonald Project Principal will internally monitor this.
2. Appendix A - Priced Activity Schedule
3. Appendix B – Scope
4. Appendix C – CV's



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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

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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.

Key Dates

Issue feasibility report	10 weeks from receipt of order (subject to relevant site information being provided by Defra)



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Form of Agreement

7.6

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Contract Title: Feasibility report for the delivery of the Environment Agency's National Laboratory Services future sampling programme

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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Food & Rural Affairs

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

All figures are ex VAT

Note the fee proposal is based on:

- We have included for looking at the third floor of Olympia house at Leeds as advised by Defra. If we need to look at additional floorplates, this will be a compensation event.
- Assume existing survey information, O&M and test certificates are available for our use.
- Drawings for options appraisal provided by DMA will be colour coded block plan layouts only. Assumed 3D or detailed / room loaded drawings are not required at this stage.
- Excludes production of M&E or structural drawings.