



Framework:

Supplier:

Company Number:

Geographical Area:

Contract Name:

Project Number:

Contract Type:

Option:

Contract Number:

Stage:

Collaborative Delivery Framework

Midlands

Dog in a Doublet Sluice Refurbishment

Professional Service Contract

Option C

SOC_to_OBC

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework

CONTRACT DATA

Project Name Dog in a Doublet Sluice Refurbishment

Project Number [REDACTED]

This contract is made on 15 December 2023 between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the “Agreement”) dated 01st day of April 2019 and Framework Agreement Extension dated 1st April 2023 between the *Client* and the *Consultant* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 23 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
[REDACTED] DiAD- SOC to OBC v6

Part One - Data provided by the *Client*

Statements given in all Contracts

1 General The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017.

Main Option	Option C	Option for resolving and avoiding disputes	W2
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Secondary Options

- X2: Changes in the law
- X7: Delay damages
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- X18: Limitation of liability
- X20: Key Performance Indicators
- Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
- Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
- Z: *Additional conditions of contract*

The *service* is To produce carry out a flood risk management appraisal and produce an outline design.

The *Client* is [REDACTED]

Address for communications [REDACTED]

Address for electronic communications [REDACTED]

The *Service Manager* is [REDACTED]

Address for communications [REDACTED]

Address for electronic communications

The Scope is in

DIAD- SOC to OBC v6

The *language of the contract* is English

The *law of the contract* is
the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The period for reply is2 weeks

The *period for retention* is6 yearsfollowing Completion or earlier termination

The following matters will be included in the Early Warning Register
No modelling activities have been included as part of the Scope, the modelling requirements are being defined and will be added to

Early warning meetings are to be held at intervals no longer than2 weeks

2 The *Consultant's* main responsibilities

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

key date

'none set'

'none set'

'none set'

'none set'

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than4 weeks

3 Time

The *starting date* is

04 December 2023

The *Client* provides access to the following persons, places and things
access

access date

Asite

04 December 2023

FastDraft

11 December 2023

The *Consultant* submits revised programmes at intervals no longer than4 weeks

The *completion date* for the whole of the *service* is

28 October 2024

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is

4 weeks

4 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is

4 weeks

The period between Completion of the whole of the *service* and the *defects date* is

26 weeks

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *Client* set total of the Prices is

The *expenses* stated by the *Client* are as stated in Schedule 9

The *interest rate* is 2.00% per annum (not less than 2) above the
Base rate of the Bank of England

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are All UK Offices

If Option C is used	The <i>Consultant's share percentages</i> and the <i>share ranges</i> are:			
	<i>share range</i>			<i>Consultant's share percentage</i>
	less than	80 %		0 %
	from	80 %	to 120 %	as set out in Schedule 17
	greater than	120 %		as set out in Schedule 17

6 Compensation events

These are additional compensation events

1.

Carbon Methodology - Adherence to and compliance with the Carbon Methodology dated 08 June 2023
2.

Addition of modelling activities to Scope.
3.

Abortive costs due to the Detailed Asset Inspection being delayed by strong
4.

'not used'
5.

'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

1.

'not used'
2.

'not used'
3.

'not used'

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	in respect of each claim, without limit to the number of claims	12 years after Completion
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	in respect of each claim, without limit to the number of claims	12 Years
Death of or bodily injury to the employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	<i>Legal minimum</i> in respect of each claim, without limit to the number of claims	<i>For the period required by law</i>
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to		

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Adjudicator* is

Address for communications

'to be confirmed'

'to be confirmed'

Address for electronic communications

['to be confirmed'](#)

The *Adjudicator nominating body* is

The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replaced by:

The *service* is affected by any of the following events

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

Z3 Disallowed Costs

Add the following in second bullet of 11.2 (18) add:

(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).

Add the following additional bullets after 'and the cost of ' :

- Mistakes or delays caused by the *Consultant's* failure to follow standards in Scopes/quality plans
- Reorganisation of the *Consultant's* project team
- Additional costs or delays incurred due to *Consultant's* failure to comply with published and known guidance or document formats
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors
- Production or preparation of self-promotional material
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the *Service Manager*
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the *Service Manager*
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the *Service Manager*
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to *Consultant* performance
- Costs associated with rectifications that are due to *Consultant* error or omission
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the *Consultant's* involvement
- Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements
- Was incurred as a result of the *Client* issuing a Yellow or Red Card to prepare a Performance Improvement Plan
- Was incurred as a resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

Z4 Share on termination

Delete existing clause 93.3 and 93.4 and replace with:

93.3 In the event of termination in respect of a contract relating to services there is no *Consultant's* share'

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 9.

Z7 Consultant's share

54.1 The *Service Manager* assess the *Consultant's* share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Service Provided to Date.

The difference is divided into increments falling within each of the share ranges. The limits of a share range are the Aggregated Price for Service Provided to Date divided by the Aggregated Total of the Prices, expressed as a percentage. The *Consultant's* share equals the sum of the products of the increment within each share range and the corresponding *Consultant's* share percentage.

54.2 If the Aggregated Price for Service Provided to Date is less than the Aggregated Total of the Prices, the Consultant is paid its share of the saving. If the Aggregated Price for Service Provided to Date is greater than the Aggregated Total of the Prices, the *Consultant* pays its share of the excess.

54.2A If, prior to Completion of the whole of the service, the Price for Service Done to Date exceeds 111% of the total of the Prices, the amount in excess of 111% of the total of the Prices is retained from the Consultant.

54.3 If, prior to the Completion Date, the Price for Service Provided to Date exceeds 110% of the total of the Prices, the amount in excess of 110% of the total of the Prices is retained from the *Consultant*.

54.4 The *Service Manager* makes a preliminary assessment of the *Consultant's* share at Completion of the Whole of the service using forecasts of the final Aggregated Price for Service Provided to Date and the final Aggregated Total of Prices. This share is included in the amount due following Completion of the whole of the services.

54.5 The *Service Manager* makes a final assessment of the *Consultant's* share, using the final Aggregated Price for Service Provided to Date and the final Aggregated Total of the Prices. This share is included in the final amount due.

93.3 If there is a termination except if Z4 applies, the *Service Manager* assesses the *Consultant's* share after certifying termination. The assessment uses as the Aggregated Price for Service Provided to Date the sum of

- the total of
 - the Defined Cost which the *Consultant* has paid and
 - which it is committed to pay for work done before termination
- and
- the total of
 - the Defined Cost which the *Consultant* or *Contractor* has paid and
 - which it is committed to pay

in the *partner contract* before the date the termination certificate is issued under this contract.

The assessment uses as the Aggregated Total of the Prices the sum of

- the total of
 - the lump sum price for each activity which has been completed and
 - a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed
- and
- the total of
 - the lump sum price for each activity which has been completed and
 - a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity

Add:

11.2(25) The Aggregated Total of the Prices is sum of

- the total of the Prices and
- the total of the Prices in the *partner contract*

11.2(26) The Aggregated Price for Service Provided to Date is the sum of

- the Price for Service Provided to Date and
- the Price for Service Provided to Date or the Price for Work Done to Date in the *partner contract*.

Z23 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.

Z24 Requirement for Invoice

Add the following sentence to the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Service Manager's* certificate.

Delete existing clause 51.2 and replace with:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z25 Risks and insurance

The *Consultant* is required to submit insurances annually as Clause Z4 of the Framework Agreement

Z 29 Payment for Service Provided to Date

Delete existing clause 11.2 (21) and replace with:

"11.2 (21) The Price for Service Provided to Date is the total Defined Cost which the *Service Manager* forecasts will have been paid by the *Consultant* before the next assessment date plus the Fee. The Price for Service Provided to Date shall not exceed the forecast for the same as provided under clause 20.5"

Z111 PSC - Fee adjustment for non compliance with Scope

Delete existing 11.2 (8) and replace with the following clause

The Fee is the amount calculated by applying the fee percentage to the amount of the Defined Cost excluding the cost of Subcontractors that have not complied with procurement by best value processes as defined in the Scope. 80% of the fee percentage is applied to the amount of the Defined Cost for Subcontractors that have not complied with procurement by best value processes as defined in the Scope.

Z120 PSC – Carbon reduction

Ref. (Clause No.)	Clause words
11.2 Definitions	Add as Clause 11.2(36) (36) The Performance Table states the targets the <i>Consultant</i> is to achieve in Providing the Service and sets out the adjustment to payment if a measured performance is higher, the same or lower than its target. The Performance Table is the <i>performance table</i> unless later changed in accordance with the contract.
15.1 Early Warning	In Clause 15.1 add as a new bullet between the second and third bullet: "• result in a target in the Performance Table not being met.
42.2 Accepting Defects	Delete Clause 42.2 and replace with: 'If the <i>Consultant</i> and the <i>Service Manager</i> are prepared to consider the change, the <i>Consultant</i> submits a quotation to the <i>Service Manager</i> for acceptance including any combination of: • R educed Prices • A n earlier Completion Date • R evised programme • C hanges to the Performance Table If the quotation is accepted, the <i>Service Manager</i> changes the Scope, the Prices, the Completion Date and the Performance Table accordingly and accepts the revised programme.
Performance Measurements	
57	Add as Clause 57:
57.1	From the starting date until the Completion Date, the <i>Consultant</i> reports to the <i>Service Manager</i> its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table.
57.2	If the <i>Consultant's</i> performance against a target in the Performance Table is not achieving or is forecast not to achieve the performance target stated, it submits to the <i>Service Manager</i> for acceptance its proposals for improving performance. A reason for not accepting the proposals is that they will not provide the improvement in performance needed to achieve the target in the Performance Table.
57.3	At the dates stated in the Performance Table, • if the relevant performance does not meet the target stated in the Performance Table, the <i>Consultant</i> pays the amount stated in the Performance Table, • if the relevant performance exceeds or meets the target stated in the Performance Table, the <i>Consultant</i> is paid the amount stated in the Performance Table.
57.4	Information in the Performance Table is not Scope.

The *performance table* is [PSC-carbon-performance-table.xlsx](#)

the Performance Table for this contract type [form, Partner, Stage] as set out in the Carbon Methodology dated 08 June 2023

Secondary Options

OPTION X2: Changes in the law

The *law of the project* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

OPTION X7: Delay damages

X7 only Delay damages for Completion of the whole of the *service* are per day

OPTION X10: Information modelling

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is 2 weeks

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

The *end of liability* date is 6 years after the Completion of the whole of the *service*

OPTION X20: Key Performance Indicators (not used with Option X12)

The *incentive schedule* for Key Performance Indicators is in Schedule 17

A report of performance against each Key Performance Indicator is provided at intervals of 3 months

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties Act) 1999

term *beneficiary*

Part Two - Data provided by the *Consultant*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *Consultant* is
Name

Address for communications

Address for electronic communications

The *fee percentage* is

Option C

14.00%

The *key persons* are

Name (1)
Job
Responsibilities
Qualifications
Experience

Name (2)
Job
Responsibilities
Qualifications
Experience

Name (3)
Job
Responsibilities
Qualifications
Experience

Name (4)
Job
Responsibilities
Qualifications
Experience

Name (5)
Job
Responsibilities
Qualifications
Experience

Name (6)
Job
Responsibilities
Qualifications
Experience

Name (7)
Job

Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

3 Time

The programme identified in the Contract Data is

5 Payment

The *activity schedule* is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [redacted]
Address for communications [redacted]
[redacted]
Address for electronic communications [redacted]
Name (2)
Address for communications

Address for electronic communications

X10: Information Modelling

The *information execution plan* identified in the Contract Data is

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the [REDACTED]

[REDACTED]

15/12/2023

Signature

Date

[REDACTED]

Role

Consultant execution

Signed Underhand by [REDACTED]

for and on behalf of [REDACTED]

[REDACTED]

6 December 2023

Date

Director

Role

NEC4 Professional Service Contract (PSC)

Scope

Project / contract information

Project name	
Project SOP code	ENV0004775C
Contract number	
Date	06/04/2023

Assurance

Author		Date: 06/04/2023
Consulted		Date:
Reviewed		Date:
Checked prior to issue		Date:
Consulted		Date: 27/06/2023

Revision History

Revision date	Summary of changes	Version number
06/04/2023	First issue	1
20/06/2023	Updated following discussions with Senior User	2
28/06/2023	Updated following Defra Group Commercial Review	3
20/07/2023	Updated following supplier review	4
07/08/2023	Final version	5
31/08/2023	Scope freeze agreed	6

This Scope should be read in conjunction with the version of the Minimum Technical Requirements and Exchange Information Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The *service* is to be compliant with the following version of the Minimum Technical Requirements and Exchange Information Requirements:

1

Document	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements	12	December 2021 MTR library
LIT 17641	Exchange Information Requirements	3	February 2023 EIR library

Overview

Background

The Lower Nene is defined as the River Nene from Wansford (gauging station 32010) to the tidal outfall into The Wash, with a primarily rural catchment of approximately 2,267 km² in size. The watercourse drains in an easterly direction through Peterborough, then northwest through Wisbech to enter the Wash at Guy's Head.

The Nene was tidal up to Peterborough until the construction of a tidal lock and sluice at the Dog in a Doublet (DiAD) in 1937. The DiAD sluice is situated 5 miles east of Peterborough and provides protection from the tidal influence to Peterborough, the Ortons and the near Nene valley as far as Oundle. The asset reduces flood risk to 1,184 residential properties and 693 non-residential properties. The asset has a secondary purpose in maintaining navigation levels upstream of the sluice. This means that DiAD protects from both tidal and fluvial flooding.

The sluice itself is made up of 2 guillotine vertical gates, with a neighbouring navigation lock. The sluice was originally manually operated but was converted to automatic in recent years. There are operational issues associated with the asset due to the age of the structure and the change of it to automatic. The DiAD sluice has a history of operating issues with field team attendance regularly required because of gates failing (either open or closed) or fail alarms being received which need investigating. Gate failure not only has a significant flood risk, it also has a navigation, water resources and environmental risk associated with the gates failing open and dropping the levels in the River Nene. Sending teams out to investigate fail alarms is a demand on resources which may be required elsewhere, especially in a flood situation.

The 2013 Lower Nene Model report predicts the assets offer a minimum standard of protection of 50% AEP.

The outcome of the SOC is that a large scale capital maintenance project is progressed looking at refurbishing the sluices. The objective of the project is to extend the asset life of each asset by 25 years, improving operability and sustaining the standard of service which they currently provide. A refurbishment approach is recommended rather than replacement as the Fens 2100+ and the River Nene Structures Strategy are looking at the long term approach in the area.

Previous Studies

- 1.1.1 In undertaking the *service* the *Consultant* shall take account of the previous studies detailed in the table below and produce a short technical summary explaining how best use will be made of historical data.

Report	Date	Format
Strategic Outline Case	April 2023	Digital format – word
Operational & Contingency plan – Dog in a Doublet	Sept 2014	Digital format - PDF
Dog in a Doublet – Asset condition inspection report	June 2019	Digital format - PDF
Dog in a Doublet – H&S file, stoplog refurbishment	June 2021	Digital format – word doc

- 1.1.2 The previous studies have been undertaken by or for the *Client* using reasonable skill and care and have been accepted. The *Consultant* shall review the information provided and notify the *Client* of any deficiencies in its adequacy. Following this review, and completion of any work required to rectify the deficiencies identified, the *Consultant* shall take the risk of any deficiencies in existing data quality and quantity which have not been notified to the *Client*.
-

Objective

- 1.1.3 The objectives of the project are:
- To extend the asset life of the asset by 25 years through capital maintenance measures and sustain the existing standard of protection ahead of the Fens 2100+ plan.
 - To improve the operability of the Dog in a Doublet sluice reducing the risk of future failure.
- 1.1.4 The objective of the contract is to produce a flood risk management appraisal in line with the Flood and Coastal Erosion Risk Management – Appraisal Guidance which establishes the need for investment, appraises the main options for service delivery, identifies a preferred option and produces an outline design.
- 1.1.5 The output of this contract will be an Outline Business Case (OBC) that is deemed technically and economically viable. The *Consultant* shall use the Strategic Outline Case (SOC) to develop the OBC.
- 1.1.6 In this contract, the *Client* is the [REDACTED], the *Consultant* is [REDACTED] [REDACTED] and the lot 2 contractor is [REDACTED] [REDACTED]).
-

2 The service

Outcome Specification

The *Consultant* shall deliver the *service* such that it meets the outcomes listed in this section.

- 2.1.1 The *Consultant* shall demonstrate sustainability leadership through fully considering and contributing to achieving the *Client's* environment and sustainability ambitions and targets. These are set out in the EA2025 Action Plan, e:Mission 2030 Strategy, the Defra 25 Year Environment Plan and are in line with the principles of sustainability as described by the United Nation's Sustainable Development Goals.
- 2.1.2 The *Consultant* shall design the scheme taking into account the environmental sensitivities and opportunities of the sites and involving key environmental specialists as appropriate within the *Consultant* and the *Client's* organisation.
- 2.1.3 The *Consultant* shall ensure the optioneering process fully considers and addresses sustainability including carbon reduction as strategic outcomes. The *Client's* business case template further requires separate option appraisals of sustainability benefits and whole-life carbon to compare with the economic appraisal and promotes a preference for the most sustainable option.
- 2.1.4 The *Consultant* shall ensure the optioneering process fully considers environmental mitigation and opportunities to further conserve and enhance as per our legal and policy obligations but to also contribute to the *Client's* ambitions. This includes delivery against OM4, to achieve biodiversity net gain but must also consider wider sustainability opportunities. The *Consultant* shall ensure the optioneering process avoids where possible, minimises and compensates or offsets any adverse environmental effects.
- 2.1.5 The *Consultant* shall produce an outline design which seeks to provide the optimum economic, technical, social and environmental/sustainability/carbon outcomes, supported by evidence that will enable the *Client* to produce an outline business case.
- 2.1.6 The *Consultant* shall produce an appraisal report and outline design that enables the *Client* to achieve efficiency targets set for this commission and future stages of the project using the Combined Efficiency Reporting Tool (CERT).
- 2.1.7 The *Consultant* shall ensure that the options and final solution take into consideration all relevant guidance and legislation and seek to minimise long-term asset/land management and maintenance costs and carbon.

- 2.1.8 The options will also demonstrate that the *Consultant* has learnt from best practice and demonstrate how optimum flood risk reduction, natural processes, carbon reduction, recreation, good ecological water quality and visual amenity can be combined.
- 2.1.9 This commission must consider planning permission and all other necessary permissions/licences being obtained at detailed design stage. The outline design shall feasibly be able to obtain planning permission.
- 2.1.10 The *Consultant* shall demonstrate that consideration has been given to a long list of potential options, identified an appropriate shortlist, appraised these to identify a preferred option and developed this option, its impacts, planning and Environmental Impact Assessment (EIA) requirements scoped to a level that it can be priced. The *Consultant* shall develop a series of options to meet the above objectives.
- 2.1.11 The *Consultant* shall assume that the options shortlisted in the outline business case (OBC) will be aligned with the strategy identified in the strategic outline case (SOC). However, the *Consultant* shall not assume that the preferred option will necessarily be the same as that identified at the SOC stage.
- 2.1.12 The *Consultant* shall compile the supporting technical documentation required for the *Client* to obtain a screening opinion from the local planning authority.
- 2.1.13 AD: The *Consultant* shall conduct a structural inspection in line with Appendix 2.
-

Constraints

- 2.1.14 The *Consultant* shall conduct the structural inspection at the same time as the Lot 2 contractor carries out the MEICA inspection. The *Consultant* shall liaise with the lot 2 contractor and the *Client* to agree the timing of the inspection.
- 2.1.15 The *Consultant* shall engage with the *Client* operational teams during outline design to ensure the design is in line with user requirements.
- 2.1.16 The *Consultant* shall use the output of the structural inspection carried out by the *Consultant*, and the output of the detailed asset inspection (MEICA) carried out by the lot 2 contractor to inform the outline design.
- 2.1.17 The *Consultant* shall inform and agree any site visits with the *Client*. The *Consultant* shall inform the *Client* at least 7 days before any planned site visits.
- 2.1.18 The *Consultant* shall produce the outline design in line with the Minimum Technical Requirements, including the MEICA MTR, and the User Requirement Statement provided by the *Client*.
-

Consultant Project Management

2.1.19 In managing the *service* the *Consultant* shall follow all the requirements as set out in the collaborative delivery framework schedules and the relevant content of the Minimum Technical Requirements.

2.1.20 In managing the *service* the *Consultant* shall:

- Contribute monthly to the updates to the project risk register.
- Provide input to project efficiency CERT Form.
- Attend progress meetings and prepare record minutes within a week for the *Client* to issue.
- Deliver a monthly progress report in the *Client's* standard template ([Link](#)) giving progress against programme, deliverables received and expected through IDP and MIDP, financial summary against programme and forecast project carbon.
- Provide a backup to application for payment in accordance with the *Client's* standard template ([Worksheet for actual Cost and Carbon CDF Lot 1](#)). Submission of an application for payment without this format of backup sheet will not be recognised and treated as a compliant submission.
- Commission capital forecast to be entered on FastDraft monthly & Project forecast carbon outturn to be entered onto FastDraft monthly. The *Consultant* is required to provide a monthly forecast on FastDraft for both carbon and cost in accordance with FHU

[Framework Heads Up 244 Commercial Clarification 54](#)
[Framework Heads Up 256 Commercial Clarification 57](#)

- Attend project board meetings as required.
- Ensure quarterly input into framework performance assessment/environmental Performance Measures.
- Ensure the *Consultant's* environmental lead provides monthly progress and risk reviews to the *Client* and attends progress meetings, as invited.
- Maintain and show how accurate and up to date information on the whole-life cost and carbon is driving optimum solutions at all stages of design development.
- Capture lessons learnt relevant to scheme delivery for the *Client's* PM to include in the scheme lessons learnt log to be appended to the OBC.

2.1.21 The contract will be administered using FastDraft.

2.1.22 Procurement of subcontractors

Subcontractors need to be selected using best value processes.

This requires the *Consultant* to demonstrate that they have made reasonable attempts to obtain three competitive tenders for all work in excess of £25,000.

The only exception to this is work which has been accepted (in writing) by the hub Commercial Services Manager for strategic suppliers or for emergency work.

Outputs and Deliverables

2.1.23 The *Consultant* shall provide input to product descriptions for key outputs and deliverables that the *Consultant* shall produce during the appraisal stage. Agree the list of products with the *Client* and submit the product description for the *Client's* approval before commencing work on the product.

2.1.24 The *Consultant* shall produce the following key documents for this commission:

- Modelling report.
- Economics report.
- Options appraisal report.
- Documentation of the environmental process and considerations including risks and opportunities (e.g. Scoping Report).
- Outline Design(s).
- Carbon Optimisation Report.
- Programme showing milestones to construction completion for the preferred option including funding and environmental constraints and opportunities. The programme shall take account of the timeframe required for all approvals necessary for mitigation and enabling works to be carried out in advance of main construction.
- Draft text within relevant sections of OBC.
- GeoCobie data.
- Master Information Delivery Plan (MIDP).
- The *Consultant* shall in accordance with the latest Exchange Information Requirements (EIR) ensure that a 3D modelling approach is undertaken. The approach should plan to generate object-based native Autodesk format discipline 3D models and to federate these for coordination, alignment and review by the *Client* purposes. The federated output model should be produced in NavisWorks NWD format and open ifc format

3 Site Investigation

Topographic Survey

- 3.1.1 The *Consultant* will review previous topographic survey to identify gaps in existing data. The *Consultant* will use this to inform the Scope of supplementary topographic survey required. The *Consultant* shall submit the Scope of supplementary topographic surveys to the *Client* for agreement.
 - 3.1.2 The *Consultant* shall work with NEAS/FBG to ensure that environmental and sustainability constraints within the likely scheme footprint are identified and included in the survey and to determine if efficiencies can be made by joint working.
-

Ground Investigation

- 3.1.1 The *Consultant* shall Scope the ground investigation required to be able to undertake an options appraisal and detailed design and agree the Scope with the *Client*.
 - 3.1.2 The *Consultant* shall ensure that the environmental risks and opportunities associated with the ground investigation, including the collection of environmental evidence to support appraisal and assessment, are identified and addressed.
 - 3.1.3 In scoping the ground investigation works the *Consultant* shall include the necessary works to facilitate efficient and sustainable materials management planning and re-use within the project.
 - 3.1.4 The *Consultant* shall identify any contaminated land within the area of the project and specify testing within the ground investigation Scope such that it can be classified properly for disposal.
 - 3.1.5 The *Consultant* shall clearly communicate the Scope of the ground investigation to the lot 2 contractor for the lot 2 contractor to undertake.
 - 3.1.6 The *Consultant* shall supervise the ground investigation undertaken by the lot 2 contractor. The supervision will be subject to a compensation event.
 - 3.1.7 The *Consultant* shall produce a summary of key interpretative decisions for the ground investigation undertaken by the lot 2 contractor.
-

Services Search

- 3.1.8 The *Consultant* shall obtain services data from utility companies and shall ensure services data is requested from relevant landowners. This shall include direct costs of obtaining data. This shall be incorporated into the appraisal, including preparation of plans.
 - 3.1.9 The *Client* will arrange for a non-intrusive survey to detect key utilities (e.g. GPR etc.) to inform SI and or options appraisal. The *Consultant* shall determine the extent of the survey and produce a specification for the survey in accordance with the *Client's* Guidance and Principal Designer discussion; defining type and purpose of survey including extents and available information.
 - 3.1.10 The *Consultant* shall also provide a site supervisor to manage the survey supplier.
 - 3.1.11 The outputs from this survey shall be included in the appraisal, including revising the plans.
-

4 Hydrology and Hydraulics

General

Any modelling requirements will be dealt with through the compensation event process post contract award.

5 Economics Appraisal

- 5.1.1 The *Consultant* shall undertake an economic appraisal in line with FCERM – Appraisal Guidance (FCERM-AG), supplementary guidance and the HM Treasury ‘Green Book’. This will include a valuation of all the key benefits, both economic and environmental, carbon assessment and whole life costs in order to produce a cost benefit analysis that will be used to determine the selection of a preferred option.
- 5.1.2 Costs will be the whole life expenditure including, design, investigation, construction, operation and maintenance. Costs can be devised in the most efficient but accurate manner and Early Supplier Engagement (ESE) input is required. The *Client* will provide support and costs where possible to complete this estimate.
- 5.1.3 Carbon will be whole-life emissions of an asset including embodied (construction), operation, maintenance and end of life emissions. The values will be calculated from the carbon tool (OI 120_16) to help optimise all options through all stages of design and business case development.
- 5.1.4 Risk and Optimism Bias allowances shall be calculated in accordance with Risk Guidance for Capital Flood Risk Management Projects. The *Consultant* shall attend risk workshops facilitated by others / ~~the Consultant~~ to deliver the Scope.
- 5.1.5 Selection of the preferred option shall be undertaken in accordance with the FCERM-AG decision rules including consideration of the most sustainable and lowest carbon options following the *Client's* business case template and guidance.
- 5.1.6 The assessment shall include for sensitivity tests to look at the effects of any changes to key parameters / beneficiaries and to demonstrate the robustness of any key assumptions made.
- 5.1.7 The *Consultant* shall produce, and maintain through the project, the FCRM Partnership Funding Calculator for Flood and Coastal Erosion Risk Management Grant in Aid (The PF calculator). The PF calculator shall be updated at the request of the *Client* or when evidence obtained during the project suggests a significant change is likely. The *Consultant* shall inform the *Client* of any expected significant change in scheme choice or affordability at the earliest opportunity as the project develops.
- 5.1.8 The *Consultant* shall use this data to assist the *Client* in identifying suitable sources of external funding.

Economic, Sustainability and Carbon Appraisal Deliverables

5.1.9 The *Consultant* shall provide the results of this section of the study in an economics report which shall feed into the economics appendix of the OBC. This will provide a clear view of the process in order that the economic lead for the review team can review the process. As a minimum this will include, but not be limited to:

- Overview of methodology adopted.
 - Parameters quantified and standards used (e.g. Multi-Coloured Manual).
 - Parameters considered and not used together with reasons.
 - Key receptors/ major beneficiaries.
 - Wider benefits.
 - Assumptions made.
 - How the decision rules have been applied.
 - What sensitivity tests have been applied and why.
 - Treatment of climate change, carbon reduction and sustainability benefits.
 - FCERM-AG spreadsheets and PF calculator.
-

6 Environmental Assessment

- 6.1.1 The *Consultant* shall confirm in the activity schedule the expected environmental outputs agreed through engagement with NEAS. The activities identified shall take into account proportionality whilst supporting the achievement of the *Client's* wider aspirations.
- 6.1.2 The *Consultant* shall give due consideration of the environment and sustainability risks and opportunities throughout the design evolution of the project to maximise the delivery of *Client* and project objectives.
- 6.1.3 The *Consultant* shall ensure that the project level assessment sits within the context of any previous strategic environmental assessment and supporting information for the area and brings forward all relevant information and conclusions, including the Nene Water Management Strategy.
- 6.1.4 The *Consultant* shall establish and understand the baseline and the legal and policy context to identify the key environmental/sustainability risks and opportunities. This shall support the options appraisal and justify the need for any future environmental assessment activity.
- 6.1.5 The *Consultant* shall report the findings of the scoping exercise as required which will form an Appendix to the OBC with relevant summary details incorporated into the relevant section(s) of the OBC main text.
- 6.1.6 AD: The *Consultant* shall review the statutory requirement for improvements to fish passage as part of the design. The *Consultant* shall consult with the local Fisheries, Biodiversity and Geomorphology team and Eels Regulations Advisor Service as part of this review. The *Consultant* shall inform the *Client* of the outcome. If improvements are required, this will be managed through the compensation event process.
- 6.1.7 AD: The *Consultant* shall undertake the BREEAM Infrastructure assessment as per Section 3 of LIT_65150 and shall report on the CEEQUAL assessment in accordance with the hub workload plan.
- 6.1.8 AD: The BREEAM Infrastructure assessment for DIAD will be done in conjunction with the Stanground Sluice Refurbishment Project.

- 6.1.9 AD: The *Consultant* shall carry out an assessment of the outline design to determine whether a marine licence is required. This assessment will be confirmed with NEAS. If a marine licence is required the *Client* will manage the application process. Any information required to be produced by the *Consultant* to support the application will be managed as part of the compensation event process.
- 6.1.10 AD: The *Consultant* shall carry out a Habitat regulations Assessment (HRA) screening, SSSI assessment and Water Environment (WFD) Regulations Screening and Preliminary assessment. The HRA screening will include a Countryside and Public Rights of Way assessment.
- 6.1.11 AD: The *Consultant* shall engage with Natural England and get a Natural England letter of support for any relevant works.
- 6.1.12 AD: The *Consultant* shall identify any species surveys or licences required. These will be confirmed by the Fisheries, Biodiversity and Geomorphology team.
- 6.1.13 AD: With regards to the Environmental requirements, the *Consultant* shall comply with Sections 1 – 12 of the Minimum Technical Requirements – Environment and Sustainability, dated 30/03/2023 (appendix 3). Where the MTR says ‘Consultant/Contractor’, read *Consultant*.
- 6.1.14 AD: The *Consultant* is not required to comply with the content and quality minimum requirements in Appendix 1 for a Preliminary Ecological Appraisal Report (PEAR) and a Preliminary Historic Environment Appraisal Report (PHEAR) as set out in 8.3 of the MTR. The content and minimum requirements for these two documents are set out in 6.1.15 and 6.1.16.
- 6.1.15 AD: Instead of producing a PEAR, the *Consultant* shall produce an ecological walkover report using the recovery project template. The *Consultant* shall produce a fisheries assessment shall accompany this report as an appendix which sets out the current aquatic environment, current condition and operation of the fish pass and understand whether the proposed solution will impact the aquatic environment and fish pass function.
- 6.1.16 AD: Instead of producing a PHEAR, the *Consultant* shall produce a heritage desk study file note.
- 6.1.17 Only the following items from the ‘MTR = environment and sustainability’ which are included in the table below are not required for this project, all other items in the ‘MTR – environment and sustainability’ must comply:

LIT_65150 Minimum Technical Requirements Environment and Sustainability - Items removed from scope	
Ref	Item
2.7	The Consultant shall provide a Lead Landscape Architect who will be a Chartered Member of the Landscape Institute (CMLI) or equivalent professional body for acceptance by the Client’s Service Manager. The Landscape Architect lead shall manage the landscape design and assessment services set out in this MTR.
2.8	The Consultant shall provide a cost consultant who will be a Chartered member of the Landscape Institute (CMLI), Royal Institute of Chartered Surveyors (RICS) or equivalent professional body to manage the production of the Landscape Cost Estimates, with previous experience of cost estimates for environmental and landscape measures on projects of similar scale and complexity.
7.5	The Consultant / Contractor shall record and report on the results of ground investigations in identified areas of buried and near surface archaeological historic environment potential in a Historic Environment Ground Investigations Report or incorporated within the Ground Investigations report, depending on the historic environment evidence found. The reporting shall comply with the content and quality minimum requirements as outlined in Appendix 1.

8.3and a preliminary Landscape and Appraisal Report
8.4	Environmental Site Appraisal Plan (ESAP). The Consultant shall produce an Environmental Site Appraisal Plan with content and quality minimum requirements outlined in Appendix 1.
9.2	The Consultant shall agree with the Client Service Manager on the need for a Landscape Options Plan (LOP) to support the appraisal of options. The likelihood that a project's circumstances will require a LOP is moderate to low but sufficient instances are anticipated to merit inclusion in this MTR. If a LOP is required it shall be produced in accordance with the content and quality minimum requirements outlined in Appendix 1.
9.3	The Consultant shall propose, for acceptance by the Client's Service Manager, where a natural capital approach/assessment could add value to the options appraisal.
11.2	Where a project will or could be subject to a statutory EIA the Consultant shall obtain a screening opinion from the relevant Competent Authority/Authorities. The Consultant shall provide the screening documentation to the Client's Service Manager for acceptance prior to submitting it for a screening opinion, including any mitigation assumed.
11.4	For all projects requiring a statutory EIA or non-statutory environmental assessment, the Consultant shall record the scoping process and environmental assessment methodology in a Scoping Report with content and quality minimum requirements as outlined in Appendix 1.
11.5	Where a statutory EIA is required, the Consultant shall compile the Scoping Report in accordance with the EIA Regulations and obtain an EIA Scoping Opinion from the relevant Competent Authority/Authorities. The Consultant shall submit the scoping documentation to the Client's Service Manager for acceptance prior to submitting for a scoping opinion.
11.6	The Consultant will obtain the scoping opinion unless otherwise agreed with the Client's Service Manager.
12.2	The Consultant's Landscape Architect shall produce an ILP that illustrates the outline design of the preferred option and proposed mitigation and enhancement opportunities for environment, historic environment and landscape set against the existing physical landscape features. The ILP shall comply with the content and quality minimum requirements as outlined in Appendix 1. The ILP shall be provided to the Client's Service Manager with an accompanying Landscape Cost Estimate.
12.3	The Consultant shall provide a separate cost estimate product based upon the environmental mitigation and enhancement works shown on the ILP and complying with the content and quality minimum requirements as outlined in Appendix 1. It shall contain suitably detailed breakdowns of the environmental, historic environment and landscape estimates showing the quantities and rates used to arrive at the final budget figure. This Landscape Cost Estimate must concurrently accompany the ILP submission to the Client's Service Manager for acceptance and shall be included in the OBC.

7 Option Development

- 7.1.1 The *Consultant* shall undertake an options appraisal, which will include a review of the previous work, to prepare a long list of options. The long list shall not be constrained by previous work and will be agreed with the *Client* at an options meeting, where the *Client* will invite representation from area FCRM, the early supplier engagement (ESE) contractor's representative, NEAS, MEICA, Field Services and the Principal Designer. The *Consultant* shall screen and assess this long list of options for technical, environmental, sustainability, carbon and economic suitability, as considered appropriate.
- 7.1.2 Following this screening, the *Consultant* shall prepare a short list of viable options for the *Client*'s approval, giving reasons for including or excluding each of the long list options. The most sustainable option shall be included in the short list. On the agreement of the *Client*, the *Consultant* shall assess in detail these options for technical, environmental and economic suitability, as discussed in the relevant sections of this brief, utilising the evidence and data collated as part of this commission.
- 7.1.3 Options appraisal shall include engagement with the ESE contractor on pricing, buildability and maintainability and the *Client* including Field Services and Area FCRM.
- 7.1.4 The *Consultant* shall analyse and appraise the carbon footprint of options as outlined in section 11.
- 7.1.5 The *Consultant* shall seek options that support the e:Mission 2030 sustainability targets.
- 7.1.6 The *Consultant* shall use these outputs to select a preferred option. The *Consultant* shall facilitate design workshops and attend risk workshops to produce a risk register.
- 7.1.7 The *Consultant* shall develop the business case for the preferred option and the outline design including provision of specification, drawings and documentation required for ESE.
- 7.1.8 The *Client* shall draft the Scope for the next stage of the project (OBC-FBC) and the *Consultant* shall support the *Client* to produce the Scope.

8 Stakeholder Engagement

- 8.1.1 The *Consultant* shall review, update and maintain a stakeholder engagement plan in accordance with the Environment Agency guidance “Working with Others” including agreement of key stakeholders with discussion with the *Client*. The *Consultant* shall ensure that the results from the stakeholder engagement informs the appraisal.
- 8.1.2 Quarterly circulation of updated communications record at progress meetings.
- 8.1.3 The *Consultant* shall provide technical support, prepare information for and attend key stakeholder meetings as well as preparing information and reviewing external communications prepared by Others (e.g. quarterly newsletters).
- 8.1.4 The *Client* will arrange and advertise 1 no. public meeting/workshops. The *Consultant* shall provide technical support, prepare information for input into the consultation documents and prepare site plans and typical outline design drawings for public display. Attendance at these meetings shall include the *Consultant* project manager, environmental lead and other roles as necessary.
- 8.1.5 The *Consultant* shall provide technical support and attend 2 no. meetings with key external organisations/individuals impacting upon option selection process. The current known stakeholders are identified in Appendix 4.
- 8.1.6 The *Consultant* shall consider the following and document how they are addressed on this contract:
- Public diversity in engagement and perception of the project team.
 - Accessibility.
 - How inclusive environments are created for the project team.
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9 Health and Safety

- 9.1.1 Health, Safety and Wellbeing (HSW) is the number one priority of the *Client*. The *Consultant* shall promote and adopt safe working methods and shall strive to deliver design solutions that provide optimum HSW to all.
 - 9.1.2 The *Consultant* shall follow and comply with the requirements outlined in the Safety, health environment and wellbeing (SHEW) Code of Practice ([LIT 16559](#)).
 - 9.1.3 The *Consultant* shall supply designer risk assessments, drawings and any other data required to fulfil their duties under CDM.
 - 9.1.4 The works on site included in the geotechnical section will be subject to notification to the HSE. Appraisal work to outline design shall be treated as if it was notifiable.
 - 9.1.5 AD: The *Consultant* shall fulfil the Principal Designer (PD) role and discharge the duties in accordance with the requirements of regulations 8, 9, 11 and 12 of the Construction Design Management Regulations 2015.
 - 9.1.6 AD: The PD must be a lead or active designer and can either demonstrate relevant skills, knowledge and experience to undertake the role or have access to relevant support to discharge their duties.
 - 9.1.7 AD: The PD will demonstrate their compliance with their CDM duties by preparing and updating the Pre-Construction Management Tool on a monthly basis (or more frequently for start of construction activities) and liaising with the Resident Principal Designer.
 - 9.1.8 AD: The PD will identify and track significant risks, scrutinise the quality of treatment of risks with regards to the principals of prevention, co-ordinate other designers' mitigation and handover designs which can be constructed safely.
 - 9.1.9 AD: The PD shall ensure there is effective liaison and coordination between phases with the Principal Contractor.
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10 Business Case Submission

- 10.1.1 The *Consultant* shall aggregate all of the work undertaken from this commission into a business case document – the outline business case. The format of this document and guidance on the contents is detailed in Write a Business Case LIT 55124 ([Link](#)) and the business case templates.
 - 10.1.2 The *Consultant* shall be responsible for dealing with responses to queries during the assurance and approval process and any resubmission required.
 - 10.1.3 The OBC Delivery is to be in accordance with the *Client's* submission programme for either the National Project Assurance Service (NPAS) or the Large Projects Review Group (LPRG) for projects costing over £10m. The *Client* shall be kept up to date of progress and submission dates in order that the delivery of this to the review team can be programmed and a place booked at the appropriate review meeting.
 - 10.1.4 This section of the study shall conclude with the final approval of OBC using latest Environment Agency Guidance including all appendices and FSoD approval following submission to NPAS or LPRG.
-

11 Carbon

- 11.1. An OBC must aim to minimise carbon emissions by:
 - Stating 'minimised carbon' as a strategic objective.
 - Appraising and ranking options by their net whole-life carbon impact value (cost-benefit) in tCO₂e and monetised as carbon £ NPV.
 - Selecting a most likely/preferred option that best delivers the outcome measures and strategic objectives whilst minimising carbon based on the ranked carbon impact measures.
 - Optimising for lowest carbon in the design of the proposed option and evidencing this through an assessment of carbon forecast against a carbon budget.
- 11.2. An OBC must have a supporting carbon appendix that reports the results of appraising carbon impacts and the carbon assessment.
 - A carbon impact tool and guidance is available as part of the FCRM Appraisal Guidance.
 - The EA carbon assessment tool is ERIC for calculating carbon forecasts (ERIC CMT or CC tool) and a carbon budget (ERIC CBUD sheet).
 - The carbon appendix is a further EA spreadsheet tool available to projects and must have been verified by EA appointed Carbon Specialist before submission of the OBC.
- 11.3. The project should be looking at how to minimise carbon throughout the SOC/OBC/FBC stage. The project will produce 'draft' versions of carbon assessments (as forecasts) as well as carbon budgets to reflect their consideration of opportunities and constraints in reducing carbon as they progress their appraisal of options and optimisation of a proposed option and design. A monthly report of the 'draft' forecast and budget of a most likely/proposed option must be provided via FastDraft (using the carbon form) to inform the *Client* of progress.
- 11.4. The *Consultant* preparing the OBC will submit the carbon appendix and supporting carbon assessment and carbon budget (i.e. ERIC) for verification by a *Client* appointed Carbon Specialist via Asite. The verification process requires project team engagement with the verifier and may result in actions to:
 - update the carbon appendix and supporting carbon assessment and budget (i.e. ERIC).
 - set out most likely opportunities for further reductions by project completion.

- 11.5. The verified forecasts and budgets from this process will be required in the OBC and for the performance measure set out in this contract.
- 11.6. The verification information in the carbon appendix will be required for the *Client's* process of carbon budget authorisation managed by the *Client's* Project Sponsor.
- 11.7. AD: The *Consultant* shall arrange and facilitate two carbon review workshops; first one at the start of the project, and the second workshop to review the results of the carbon assessment for each of the options.

12 General

- 12.1.1 The BIM Information Manager is the *Client* Project Manager. The *Consultant* shall deliver the service in line with the project Information Delivery Plan (IDP).

13 Relevant guidance

The *Consultant* shall deliver the *service* using the following guidance:

Ref	Report Name	Where used
LIT 16559	Safety, health environment and wellbeing (SHEW) Code of Practice	Throughout
183_05	Data management for FCRM projects	Mapping and modelling
379_05	Computational Modelling to assess flood and coastal risk	Modelling
LIT 14847	Risk Guidance for Capital Flood Risk Management Projects	Option development
OI 120_16	Whole-life Carbon Planning Tool	Option development
LIT 14284	Whole Life (Construction) Carbon Planning Tool User Guide	Option development
	Access for All Design Guide	Option development
	Project Cost Tool	Costs
LIT 12982	Working with Others: A guide for staff	Consultation & Engagement
Gov.uk	Appraisal Guidance Manual	OBC
672_15_SD03	Business case template – 5 case Model	OBC
672_15_SD02	Short Form Business case template	OBC
LIT 4909	Flood and Coastal Erosion Risk Management appraisal guidance (FCERM-AG)	OBC

Ref	Report Name	Where used
	Flood and Coastal Erosion Risk Management: A Manual for Economic Appraisal (the 'Multi Coloured Manual')	OBC
OI 1334_16	Benefits management Framework	OBC
Gov.uk	Partnership Funding Calculator Guidance	OBC
LIT 15030	The Investment Journey	OBC
LIT 55124	Write a Business Case	OBC
LIT 14953	FCRM Efficiency Reporting – capital and Revenue	OBC
LIT 12280	Lessons Log template	OBC
LIT 55096	Integrated Assurance & Approval Strategy	Approvals
LIT 65150	MTR – Environment and Sustainability	Throughout

14 Requirements of the Programme

- 14.1.1 The *Consultant* shall provide a detailed programme in Microsoft Project format version 2016 meeting all requirements of Cl.31 of the Conditions of Contract.
- 14.1.2 The *Consultant* shall provide a baseline programme for the project start up meeting and shall update the programme monthly for progress meetings with actual and forecast progress against the baseline. The programme shall also include alignment and submission of the BIM Execution Plan (BEP) and Master Information Delivery Plan (MIDP).
- 14.1.3 The programme shall cover all the activities and deliverables in the project, and include all major project milestones from commencement to the end of the reporting, consultation and approvals stage.
- 14.1.4 The programme shall include review and consultation periods for drafts, scoping letters, statutory consultation etc.
- 14.1.5 The programme shall identify time risk allowance on the activities and float.
- 14.1.6 ~~The *Consultant* shall produce a Programme such that the following milestone dates are achieved (examples below, delete if not required):~~
- 14.1.7 The following are absolute requirements for Completion to be certified:
- Population of the *Client's* latest version of the Project Cost and Carbon Tool, or its successor
 - Transfer to the *Client* of BIM data
 - Clause 11.2(2) work to be done by the Completion Date

15 Services and other things provided by the *Client*

15.1.1 Access to *Client* systems and resources including:

- Asite.
- FastDraft.
- Collaborative Delivery Community SharePoint access.

15.1.2 Letter of Appointment of Principal Designer.

15.1.3 Site access authorisation letter(s).

15.1.4 Previous studies listed in Section 1.2.1. The *Client* will provide the previous studies within two weeks of contract award.

16 Data

16.1.1 The *Consultant* shall handle, manage data in accordance with the framework schedules and Exchange Information Requirements (EIR).

17 *Client's* Advisors

17.1.1 The *Client* for the contract is represented by the Programme & Contract Management (PCM) team, primarily the *Client* Project Manager, acting as the *Service Manager*, and in their absence the Project Executive. Instructions may only be given by these staff.

17.1.2 The *Client* has a number of advisory departments. Instructions will only be deemed enacted from them when they are confirmed by an Instruction from the *Client*. These departments include Asset Performance, Partnership & Strategic Overview, NEAS, etc.

17.1.3 The *Client's* organisation has a regulatory function. Communications from the Environment Agency in its capacity as a regulator are not to be confused with communications as the *Client*.

18 *Client* Documents the *Consultant* Contributes to

18.1.1 The *Client* maintains several project documents, the *Consultant* is required to contribute to these *Client* owned documents:

- Project Risk Register.
- Project Efficiency CERT Form.
- Scheme Lessons Learnt Log.
- Cost and Carbon Tool (CCT).
- Benefits Register.

Appendices

Appendix 1 – BIM Protocol

The *Consultant* shall adhere to the Environment Agency's Exchange Information Requirements (EIR) framework level minimum technical requirements.

All *Client* issued information referenced within the Information Delivery Plan (IDP) requires verifying by the *Consultant* unless it is referenced elsewhere within the Scope.

<https://www.asite.com/login-home>

The *Consultant* shall register for an Asite Account and request access to the project workspace to view the IDP.

Appendix 2 – Detailed Asset Inspection Scope

Appendix 3– Minimum Technical Requirements – Environmental

Appendix 4 – Stakeholder list
