

This document is executed as a deed and is delivered and takes effect at  
the date written at the beginning of it



<b>Framework:</b>	<b>Collaborative Delivery Framework</b>
<b>Supplier:</b>	<b>Jacobs UK Ltd</b>
<b>Company Number:</b>	<b>[REDACTED]</b>
<b>Geographical Area:</b>	<b>East</b>
<b>Project Name:</b>	<b>River Thames Scheme Consenting Services</b>
<b>Project Number:</b>	<b>ENVIMSE500260</b>
<b>Contract Type:</b>	<b>Professional Service Contract</b>
<b>Option:</b>	<b>Option C</b>
<b>Contract Number:</b>	<b>project_37114</b>
<b>Stage:</b>	<b>OBC_to_FBC</b>

Revision	Status		Originator		Reviewer		Date

**PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework**  
**CONTRACT DATA**

**Project Name** River Thames Scheme Consenting Services

**Project Number** ENVIMSE500260

This contract is made on 12 September 2022  
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 12th day of April 2019 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 22 (excluding Schedule 17) inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference  
0150722-BTT-Consenting Services Scope\_0.86\_FINAL dated 15 July 2022

**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
- X8: Undertakings to Others
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- X12: Multiparty collaboration
- X18: Limitation of liability
- Y(UK)1: Project Bank Account
- 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 undertake the role of River Thames Scheme Consenting Services provider, in accordance with the Scope.

The *Client* is Environment Agency

Address for communications

Address for electronic communications

The *Service Manager* is  
Address for communications

Address for electronic communications

The *Scope* is in  
0150722-BTT-Consenting Services Scope\_0.86\_FINAL dated 15 July 2022

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 is 2 weeks

The *period for retention* is 12 years following Completion or earlier termination

The following matters will be included in the Early Warning Register  
Not used

Early warning meetings are to be held at intervals no longer than 2 weeks

## 2 The *Consultant's* main responsibilities

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

Not used Not used

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than 4 weeks

## 3 Time

The *starting date* is 01 September 2022

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

EA/SCC client 01 September 2022

FastDraft 08 September 2022

ASITE 08 September 2022

The *Consultant* submits revised programmes at intervals no longer than 4 weeks

The *completion date* for the whole of the *service* is 31 May 2023

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 52 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 *Consultant's share percentages* and the *share ranges* are:  
*share range* *Consultant's share percentage*  
less than 80 % to 120 % 0 %  
from 80 % to 120 % 50%  
greater than 120 % 100%

## 6 Compensation events

These are additional compensation events

1. Not used
2. Not used
3. Not used
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>	<b>£5,000,000</b> 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	<b>£15,000,000</b> in respect of each claim, without limit to the number of claims	12 years after Completion
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	<b>£5,000,000</b>	

## 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 result 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

Delete existing clauses 54 and 93.3 and replace with:

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.

54.3 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 which has been completed

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

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

### 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

## **Z52 Performance Management**

Amend Schedule 16 of the Collaborative Delivery framework as below:

1. Add the following "Preamble" to Schedule 16:

- Any reference to the "Collaborative Delivery Team" (CDT) is to be taken as a reference to the "River Thames Scheme".
- Any reference to "Key Performance Indicators" (KPIs) is to be taken as a reference to the KPIs referred to in clause X12.

2. Delete existing Section 1.2 from Schedule 16.

3. Amend existing Section 2.2 as below:

"Effective performance management is essential to ensuring the business objectives of the Client and Delivery Partners are met and specifically objectives identified as Promoter's objectives and Partner objectives within the Schedule of Partners. In case of any conflict between these objectives, the Promoter's objectives for the River Thames Scheme will take precedence".

4. Delete existing Section 2.3 and add new section as below:

"The KPIs created for the River Thames Scheme are linked to achieving the Client's strategic objectives for the scheme and have been defined within the Schedule of Partners. The KPIs that are linked to contractual performance and are fundamental to demonstrating that the Partners are performing are the "Operational KPIs".

5. Delete existing Section 3.2 and add new section as below:

"The KPIs are implemented by the Partners from the starting date or effective date as the case may be".

6. Delete Sections 3.4, 3.5, 3.6 and 3.7.

7. Within Table 2 Client and Delivery Partner Roles and Responsibilities in Performance Management,

- Reference to "Level – Operational" to be read as "Operational"
- Reference to "annual incentivised strategic KPIs" removed
- Delete last row "Level – Strategic"

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 X8: Undertakings to Others

The *undertakings to Others* are provided to



OPTION X10: Information modelling

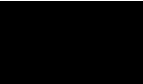
The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is

2 weeks

OPTION X12: Multiparty collaboration

The *Promoter* is:

Environment Agency



The Schedule of Partners is in:

RTS\_Schedule\_of\_Partners v2.0 dated 31 March 2022

The *Promoter's* objective is:

as provided in RTS\_Promoter's\_Objectives

The Partnering Information is in:

RTS\_Partnering\_Information v3.0 dated 20 June 2022

OPTION X18: Limitation of liability

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

£5,000,000

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

£5,000,000

The *end of liability* date is Completion of the whole of the *service*

12 years

after

Y(UK)1:Project Bank Account

The *Consultant* is to pay any bank charges made and to be paid any interest paid by the *project bank*

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*

term

*beneficiary*

The provisions of Y(UK)1

Named suppliers

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.

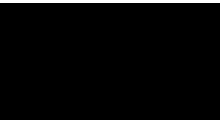
1 General

The Consultant is

Name

Jacobs UK Ltd

Address for communications



Address for electronic communications

The fee percentage is

Option C



The key persons are

Name (1)  
Job  
Responsibilities  
Qualifications  
Experience

Name (2)  
Job  
Responsibilities  
Qualifications  
Experience

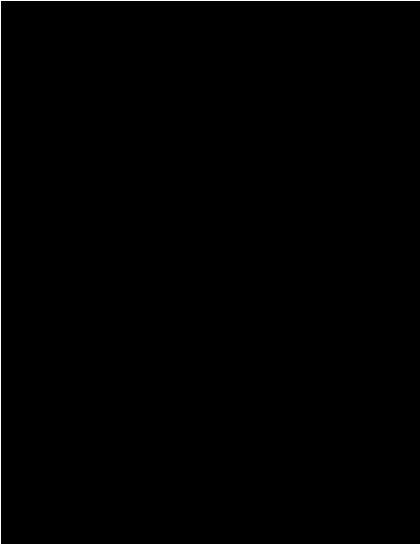
Name (3)  
Job  
Responsibilities  
Qualifications  
Experience

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

Elements of the scope have been delivered under the previous Tran

Prolongation of the programme resulting from Client issues, includ

Likely changes to the programme following onboarding of the Tech

Change in approach and programme for the Non-Statutory Consult

3 Time

The programme identified in the Contract Data is

5 Payment

The activity schedule is

Resolving and avoiding disputes

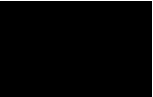
The Senior Representatives of the Consultant are

Name (1)  
Address for comm



Address for electronic communications

Name (2)  
Address for comm



Address for electronic communications



X10: Information Modelling

The information execution plan identified in the Contract Data is

Y(UK)1: Project Bank Account

The project bank is  
BNP Paribas

named suppliers are  
None



# Contract Execution

## Client execution

Signed as a Deed by [Redacted] for and on behalf of the Environment Agency

[Redacted Signature]

Signature

12/09/2022  
Date

[Redacted Role]

Role

In the presence of:

[Redacted Signature]

Signature

12/09/2022  
Date

[Redacted Role]

Role

[Redacted Name]

Name [Print]

Address

[Redacted Address]

## Consultant execution

Signed as a Deed by [Redacted] for and on behalf of Jacobs UK Ltd

[Redacted Signature]

Signature

25/08/2022  
Date

[Redacted Role]

In the presence of:

[Redacted Signature]

Signature

25/08/2022  
Date

[Redacted Name]

[Redacted Address]



# Environment Agency

## NEC4 professional service contract (PSC)

### Scope

#### Project / contract information

Project name	River Thames Scheme – Capacity Improvements & Flood Channel
Project SOP reference	ENVIMSE500260
Contract Name	RTS Consenting Service
Contract reference	project_37114
Date	15 July 2022
Version number	0.86
Author	

#### Revision history

Revision date	Summary of changes	Version No.
03 Dec 2020	First issue for comment	0.1
27 Jan 2021	Updated with comments to date as work in progress	0.2
08 Feb 2021	Updated with comments from	0.3
12 Feb 2021	Section 2 further revised by author	0.4
17 Feb 2021	Updated following discussions with	0.5
22 Feb 2021	Further updated before issue to supplier	0.61
15/06/21	Updated following integrated Planning phase	0.62
01/07/21	Updated following EA walkthrough	0.7
25/07/21	Updated following Jacobs discussions	0.71
29/07/21	Updated following internal consultation	0.72
05/08/21	Interim Issue to Jacobs	0.73
03/09/21	Final draft Scope for internal consultation and interim issue to Jacobs	0.74
16/09/21	Final draft Scope for walkthrough	0.75
20/09/21	FINAL DRAFT	0.76
28/09/21	FINAL DRAFT (minor updates)	0.77
17/01/22	FINAL DRAFT (assumption updates)	0.78
09/02/22	FINAL DRAFT updated with comments on consultees	0.79
14/02/22	FINAL DRAFT (update with further comments)	0.80
14/03/22	FINAL DRAFT (update following scope workshop)	0.81
22/03/22	FINAL DRAFT ( )	0.82
31/03/22	FINAL DRAFT (updated with final comments)	0.83
31/03/22	FINAL for pricing	0.84
06/05/22	FINAL for pricing (consultation update)	0.85
15/07/22	FINAL ISSUE	0.86

This Scope should be read in conjunction with the version of the Minimum Technical 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:

Document	Document Title	Version No.	Issue date
LIT 13258	Minimum Technical Requirements	v12.0	30 December 2021

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# 1. Background

## 1.1. Scheme background

**1.1.1.** In June 2021, the Department for Environment Food & Rural Affairs (Defra) and HM Treasury approved the Outline Business Case (OBC) for the Scheme. The OBC lays out why the Scheme is needed, how it will be built and its value for money. This approval unlocks the first £61m of the Scheme's funding to undertake the next phase of the Scheme up to the point of a Full Business Case (FBC) application for a total investment of £500m. The total investment in the Scheme will create a more commercially and environmentally sustainable environment for communities in the local boroughs of Runnymede, Spelthorne and Elmbridge in Surrey through the design, construction and maintenance of a suite of flood risk reduction measures combined with a range of environmental enhancements and new public amenities.

**1.1.2.** The Environment Agency will be working in partnership Surrey County Council via a collaborative working arrangement to deliver the Scheme.

**1.1.3.** The preferred option in the OBC will provide multiple benefits for local communities including better protection from flooding to communities, infrastructure and the environment along the River Thames in Surrey and deliver a range of environmental and socio-economic benefits, enhancing existing and creating new habitats for ecology and improving access to open space.

**1.1.4.** The preferred option is based upon the original recommendations of the Lower Thames Strategy published in 2010, through the construction of an 8km flood alleviation channel in two sections from Egham Hythe in Staines to the Desborough Cut, together with capacity improvements to a number of existing Thames weirs and a range of associated wider benefits. The Scheme has secured funding through flood defence grant-in-aid, a contribution from Surrey County Council of £237 million and a range of further contribution agreements.

**1.1.5.** With an investment of £40m to date, the further £61m of funding approved via the OBC is to undertake the following:

- i) Plan for all statutory consenting for the Scheme, secure a Development Consent Order; and where necessary other consents and permits,
- ii) Undertake further design development, investigations and enabling works,
- iii) Prepare and commence land acquisitions,
- iv) Select a construction partner via an open market tender process and
- v) Produce and submit the FBC.

**1.1.6.** The lower River Thames floodplain between Datchet in Berkshire and Teddington in west London is the most populated undefended floodplain in the United Kingdom. Over 15,000 properties are at risk in a 1% annual exceedance probability flood. Between Datchet and Shepperton the

floodplain widens to over 2km in some places and here the settlements of Datchet, Wraysbury, Staines, Egham Hythe, Chertsey, Laleham and Shepperton are all at risk of flooding. Downstream, through Kingston and Richmond, the floodplain narrows and here riverside and island properties are at risk.

**1.1.7.** As seen in 2003 and 2014, hundreds of riverside properties and those in the lowest lying areas are vulnerable to frequent flooding. A large flood (2% annual exceedance probability), last seen in 1947, would flood approximately 10,000 properties and cause disruption to transport and infrastructure with regional impacts. The Runnymede roundabout at Junction 13 of the M25 would be closed for several days and over 300km of other roads would be flooded in the area.

**1.1.8.** In response to this risk the Environment Agency published the Lower Thames Strategy in 2010 and proposed the RTS in partnership with a number of organisations including Surrey County Council, the relevant borough and district councils, Thames Water and the Thames Regional Flood and Coastal Committee. The RTS proposals comprise the following measures:

- i) An improved resilience plan for the local communities with temporary defence deployment,
- ii) A flood alleviation channel and capacity improvements to improve conveyance in the River Thames, known as the Capacity Improvements & Flood Channel component,
- iii) Property level products installed at individual properties, and
- iv) Localised defences to provide greater resilience to communities.

**1.1.9.** Building on the Lower Thames Strategy, work on the RTS commenced in 2014 with Water and Environmental Management Framework Lot 4 supplier Galliford Try Black & Veatch (GBV - now called Binnies throughout this Scope) undertaking appraisal and outline design *service* over a five-year programme. In July 2018 Binnies also began work on a separate contract with the objective of building on the outline design work and providing *service* to secure planning permission for the RTS.

## **1.2. Scheme status**

**1.2.1.** The Capacity Improvements & Flood Channel component comprises the most significant of the measures outlined in section 1.1 above. Within this Scope the *service* is only provided for this component of the overall RTS. For clarity, in this Scope the acronym 'RTS' or reference to 'the Scheme' or 'the project' hereafter refers to this component only.

**1.2.2.** Up to July 2020 the RTS included a flood channel in three sections but, following confirmation of the funding position, channel section 1 was removed. The RTS now comprises the following:

- i) The construction of a new flood channel in two sections: Egham Hythe to Chertsey (Runnymede) and Laleham to Shepperton (Spelthorne),
- ii) The creation of two new country parks at Royal Hythe Country Park (Runnymede) and Sheep Walk / Manor Farm Country Park (Spelthorne),
- iii) The development of further habitat creation areas, locations to be confirmed, and



- iv) Flow capacity enhancements to the River Thames at Desborough Cut (Elmbridge), Sunbury weir (Elmbridge), Molesey weir (Elmbridge/Richmond) and Teddington weir (Richmond).

**1.2.3.** This solution is detailed in the existing outline design proposal, referenced in section 3, which has been derived from a lengthy options appraisal phase that included stakeholder consultation and is to form the basis for the next phase of development of the Scheme.

**1.2.4.** This outline design proposal sets out the necessary flood defence infrastructure including inlet and outlet structures, weirs and flow control structures, bridges and *service* crossings, culverts and flood embankments. It provides details of current assumptions regarding required land acquisition together with proposed landscape works, habitat mitigation and enhancement features, fish passes, bank protection and public footpaths/cycleways and maintenance access tracks within the Scheme corridor.

**1.2.5.** The outline design also provides the basis for the proposed country parks, their locations having been selected due to their proximity to the channel route and proposed to be constructed on historic and closed landfill sites to improve the local setting of the channel and enhance the current land condition. These park areas provide a platform for wider socioeconomic benefits which should be explored. Such opportunities could include generating opportunities for active travel, by creating new footpaths and cycle paths and linking these with the existing networks. The Environment Agency is undertaking feasibility studies on fish passage improvements at three Thames weirs (Chertsey, Sunbury and Teddington) and the results of these studies should also inform future design development and the potential inclusion of fish passage enhancements. The new areas of river environment provide additional opportunities for water-based recreation and new habitat for ecology.

**1.2.6.** Binnies and Collaborative Delivery Framework (CDF) supplier BAM Nuttall are currently involved with the RTS and carrying out certain environmental surveys, undertaking biodiversity metric analysis, a range of computer modelling activities and early supplier engagement, via existing contractual arrangements.

**1.2.7.** The RTS spans five planning authorities: London Borough of Richmond upon Thames, Elmbridge Borough Council, Spelthorne Borough Council, Runnymede Borough Council and Surrey County Council (as Waste Planning Authority and Minerals Planning Authority) and the Royal Borough of Kingston upon Thames. Through the summer of 2018, the project team carried out formal pre-application consultation with the local planning authorities which confirmed the scale of the challenges ahead. Following further consultation with project stakeholders and sponsors a decision was made to obtain Nationally Significant Infrastructure Project (NSIP) status for the RTS and pursue an application for the Environment Agency's first Development Consent Order.

## **1.3. The approach**

**1.3.1.** The RTS is being delivered through an equal partnership between the Environment Agency and Surrey County Council. This partnership will be formalised through a collaborative working agreement. It has been agreed that:

- i) Both the Environment Agency and Surrey County Council will finance the Scheme and share in the risk of scheme delivery,
- ii) Both the Environment Agency and Surrey County Council will be joint promoters of the Development Consent Order (DCO) for the scheme,
- iii) Both the Environment Agency and Surrey County Council will share the ownership of assets being derived from the Scheme as follows:
  - i. The Environment Agency owning and maintaining the flood risk assets,
  - ii. Surrey County Council will own and maintain the public spaces created by the Scheme, and
  - iii. Where feasible some land may remain within the ownership of the existing landowners.
- iv) In the delineation of responsibilities, the Environment Agency will be the main contracting authority for goods and *service* required for Scheme delivery and is consequently the *Client* within this Scope,
- v) Both the Environment Agency and Surrey County Council will jointly form a senior user panel, that will provide advice and support to the decision team when making decisions about the end use of the Scheme, and
- vi) Both the Environment Agency and Surrey County Council will jointly form a technical steering group that will provide advice and support to the design team on potential environmental and regulatory constraints and challenges.

**1.3.2.** As RTS is being jointly delivered by the two organisations, the governance and delivery accountabilities are different from those of other capital projects, through the formation of a Strategic Delivery Board, representing both parties. The governance arrangements are described in Section 5.

**1.3.3.** The Scheme will be delivered using a management approach which reflects the needs and interests of both partner organisations. This will be implemented by a Scheme specific Project Management Office.

**1.3.4.** The collaborative working arrangements between the Environment Agency and Surrey County Council build on the long-standing partnership arrangements that have been fostered with the local borough councils, Thames Water and the regional flood and coastal committee to finance and deliver the Scheme, who will remain as invested parties and be represented on the schemes Sponsoring Group.

## **1.4. The Scheme Vision and Objectives**

### **1.4.1. Scheme Vision**

The Scheme Vision is to leave a legacy that enhances the River Thames, protects communities and secures the economy. The desired outcomes are summarised in figure 1:



Figure 1: River Thames Scheme Vision

**1.4.2.** Building on this legacy, Surrey County Council will consider the additional infrastructure required to enable more sustainable communities, the potential for local sustainable energy production and the economic potential of the area as a tourist destination and the Scheme should explore wider opportunities under key themes of active travel, education, culture and heritage, tourism and art.

**1.4.3.** To achieve the Scheme Vision the following goals (“Scheme Objectives”) have been set, also seen in figure 2:

**1.4.3.1. Communities**

We will enable our communities to live more sustainably:

- i) We will create more climate resilient places and infrastructure by ensuring the area is prepared for flooding,
- ii) We will improve connectivity to communities and green space,
- iii) We will create multi-functional inclusive spaces for diverse needs and
- iv) We will engage with communities to develop a solution which meets their needs.

**1.4.3.2. Environment**

Create a more sustainable environment for people and wildlife to prosper:

- i) We will reduce environmental damage caused by flooding and increase biodiversity and habitat for wildlife,
- ii) We will create accessible green spaces that provide interaction between people and wildlife, and
- iii) We will be considerate and efficient in our use of natural resources.

**1.4.3.3. Economy**

We will create a more sustainable local economy:

- i) We will maximise the social value of our public spaces,
- ii) We will promote green growth and enable a more sustainable future,
- iii) We will draw upon local skills and nurture local talent, and
- iv) We will create new opportunities and socio-economic benefits

**1.4.3.4. Excellence**

We will inspire excellence and lead by example:

- i) We will manage our money efficiently and transparently to deliver the Scheme objectives,
- ii) We will recognise and embrace the benefits of a diverse workforce,
- iii) We will protect the safety and wellbeing of our people and the environment,
- iv) We will work collaboratively with our partners, suppliers and stakeholders and
- v) We will seek out and promote more sustainable ways to achieve our outcomes.

**1.4.4.** Through these goals the Scheme is seeking opportunities to achieve the aspirations of the Environment Agency's 25-year plan, Surrey County Council's Community Vision and the United Nations Sustainable Development Goals. The Environment Agency has undertaken further work to develop a set of overarching specific, measurable, achievable, realistic and timely (SMART) objectives which will interpret the Scheme Vision and these goals.



Figure 2: River Thames Scheme Goals

**1.4.5.** Objectives for the OBC – FBC (consenting) phase (“OBC-FBC Objectives”)

This Scope details the *service* required after OBC approval and up to the point of FBC approval: the OBC – FBC phase. During this phase the main objectives of the *Client* and SCC are to:

- i) Prepare and submit an application for a DCO and obtain a granting of the DCO from the Secretary of State,
- ii) Prepare and undertake an open market procurement process to select and appoint a construction partner that will undertake detailed design and construction,
- iii) Provide all design development and technical analysis necessary to provide the information required for the DCO and other consents not included within the DCO, address the needs of associated consultees and address the current design risks and uncertainties,
- iv) Provide all the design information required to support the open market procurement process,

- v) Prepare and submit an FBC and obtain FBC approval from the Environment Agency Large Projects Review Group, the Department for Environment Food & Rural Affairs and Her Majesty's Treasury for the funding and authorisation to proceed to the next phase of construction delivery (this will include understanding the cost, programme, risks, and benefits of the Scheme and ensure adequate funding is in place),
- vi) Seek out and obtain any additional third party funding, including benefits in kind; and
- vii) Identify and undertake any appropriate enabling works required ahead of FBC approval.

## **1.5. Background to Scope of service**

**1.5.1.** For the OBC - FBC phase there will be four main packages of work that will be managed by the *Client*. In summary these are:

- i) Package 1 – Consenting strategy, delivering the DCO, including consultation and engagement coordination and management;
- ii) Package 2 – Technical and design development including the Environmental Impact Assessment;
- iii) Package 3 – Land strategy and land acquisition; and
- iv) Package 4 – Preparation for construction, including support for the open market procurement process, together with Early Supplier Engagement (ESE), enabling works and the detailed design by the construction partner.

**1.5.2.** The Environment Agency is procuring suppliers to work collaboratively with the *Client* and each other to deliver a range of *service* which will contribute to the delivery of these work packages and enable the Scheme Objectives to be met.

**1.5.3.** The *Consultant* will form part of Package 1. The main *service* delivered by Others are as follows:

- v) Technical *service* provider (consultancy *service* to deliver design development and environmental *service*, including the Environmental Impact Assessment); (within Package 2),
- vi) Legal *service* (managed within Package 3);
- vii) Land agent *service* (within Package 3);
- viii) Early Supplier Engagement (ESE) service (within Package 4)

**1.5.4.** Due to uncertainty surrounding the definition of the Scheme and the scope of deliverables, and activities post-Statutory Consultation, the Scope for the *Consultant* adopts a phased approach rather than detailing the full extent of the *service* required from the *Consultant*. Only Phase 1 is currently in Scope.

**1.5.5.** The following Phases are identified:

Phase 1: Contract Award to completion of the Statutory Consultation (including coding of statutory consultation responses but not analysis or consideration of those responses)

Phase 2a: Completion of the Statutory Consultation to Acceptance of the DCO Application

Phase 2b: DCO Acceptance to making of the DCO

Phase 3: Post making of the DCO award to FBC submission.

**1.5.6.** Phase 1 is defined in Section 2 of the Scope. Future phases are currently defined as follows:

**1.5.7. Phase 2a (Completion of the Statutory Consultation to Acceptance of the DCO Application)**

**1.5.7.1.** The *Consultant's* objective for Phase 2a is to prepare and submit a DCO application that is accepted by PINS for Examination, accepted as adequate by affected Local Authorities, and addresses known issues and objections, therefore reducing risk at Examination. The application shall meet the statutory requirements and consider good practice set out in the relevant PINS Advice Notes and Government Guidance.

**1.5.7.2.** The *Consultant* will be responsible for identifying the DCO application documents, coordinating and checking their quality and completeness against the agreed product descriptions where products are being provided by Others, and producing documents as necessary.

**1.5.7.3.** A key element of the DCO application is the Consultation Report. Following the statutory consultation, the *Consultant* will analyse the feedback and work with other suppliers and the *Client* to ensure appropriate responses to issues raised are incorporated into the project. This will be described in the Consultation Report.

**1.5.7.4.** The *Consultant* will have a key role in coordinating stakeholder engagement post-Statutory Consultation and, in collaboration with Others, deliver draft Statements of Common Ground for all statutory stakeholders, to be included in the DCO application.

**1.5.8. Phase 2b (DCO Acceptance to making of the DCO)**

**1.5.8.1.** The objective of Phase 2b is to manage the DCO through the pre-examination and examination phases to the decision of the Planning Act 2008 process.

**1.5.8.2.** This will include ensuring relevant notices are served, coordinating the receipt of Relevant Representations and preparing for the Examination accordingly, working with the *Client's* Examination Lead to coordinate the Examination process, including the written information submitted to the Examination such as responses to Local Impact Reports and Written Questions, finalising Statements of Common Ground and witnesses to provide evidence at Hearings (written information and evidence may be provided by Others as per the generality of the Scope of *service*).

**1.5.8.3.** Where necessary, the *Consultant* will be required to coordinate requests for further information from the Secretary of State and the *Client's* response in the decision phase of the Planning Act process.

### **1.5.9. Phase 3 (Post making of the DCO award to FBC submission)**

**1.5.9.1.** The objective of Phase 3 is to support the *Client* on DCO related activities through to the submission of the FBC. This may include supporting the *Client* to interpret the DCO made by the Secretary of State, and to respond to any legal challenges to the decision to make the DCO where the *Client* chooses to be an interested party.

## **2. Description of the service**

### **2.1. The Scope Objectives**

**2.1.1.** The *Client* requires the DCO to facilitate the construction and operation of the Scheme in accordance with the Scheme objectives. The *Client's* priority in respect to the DCO is to secure a consent that delivers this objective in accordance with Milestones in section 7.2 of this Scope. Whilst cost and quality are important to the *Client* and should not be overlooked, the *Consultant* will recognise that meeting these Milestones is a requirement of the Scope.

**2.1.2.** The objectives of the Consenting *service* Scope ("the Scope Objectives") are to:

- i) Support the *Client* in its successful joint promotion of a DCO, including to:
  - a. Working with the *Client* and their delivery partners, prepare a DCO application according to PINS guidance, established practice and incorporating lessons learnt from other projects, which will, if consented, facilitate the successful delivery of the project as a whole including construction and operation of the scheme.
  - b. Coordinate the delivery of the DCO application to meet the agreed Milestones.
- ii) Work collaboratively as part of an integrated team to deliver the consenting phase of the Scheme
- iii) Coordinate and support, and where specified, deliver Communications, Engagement and Consultation activity to develop and where possible enhance the relationships with all stakeholders
- iv) Provide DCO and wider consenting support to meet the agreed programme, lead on consenting strategy and delivery, and produce specific DCO outputs
- v) Support the technical integration of the DCO into the wider project during the preapplication phase;
- vi) Ensure the seamless transition between the phases identified in this Scope, including avoiding any programme delay; and
- vii) Support the *Client* to obtain a fully funded FBC with agreement from Her Majesty's Treasury and Surrey County Council Treasury, including providing wider support as required to advance the project to FBC.

**2.1.3.** The RTS delivery schedule provided in Appendix B identifies key activities, deliverables, and project milestones between OBC and FBC stage. The delivery schedule provides further background and informs the description of the *service* and the Scope.

## **2.2. Description of the service**

**2.2.1.** This section describes the *service* required from the *Consultant* to deliver Phase 1 of the project. The *Consultant* is required to develop and coordinate the delivery of the Consents Strategy, providing coordination and management support to the DCO delivery and produce DCO deliverables in the DCO planning and consultation and engagement disciplines. The *Consultant* will also coordinate and manage the delivery of consultation and engagement activities. The *Consultant* will, as required by the *Client*, provide wider specialist consenting advice on technical issues, including (but not limited to) Materials Management, Augmented Flow and EIA Scoping. The *Consultant* will provide support, as required by the *Client*, to the ESE and Preparation for Construction Package, to ensure there is continuity between the RTS DCO and the ECC Contractor execution plans. The *Consultant* shall identify any requirements of the ESE or construction partner to ensure the delivery of the DCO application and wider consenting implications.

**2.2.2.** For future phases, the *Consultant* develops a priced and resourced Activity Schedule and programme incorporating the activities required for the following phase. For Phase 2a, these are to be submitted to the *service Manager* for acceptance no later than 8 weeks before the start of Statutory Consultation. The *Client* may then seek to pursue Phase 2a, and future phases as appropriate, either as a new and separate contract (or contracts) or as a compensation event under this contract.

**2.2.3.** The *Consultant* shall support the *Client* to prepare for any such transition between contract phases. The aim of each transition shall be to minimise any adverse impact to the critical path for programme i) for delivery of the underlying consenting *service* through Phase 1 to Phase 3, and ii) for the *Client* meeting its Scheme Objectives where this is, or may be, impacted upon the consenting *service* Phase 1 to Phase 3.

**2.2.4.** The support from the *Consultant* shall include:

- i) providing updates to the *Client* on the changes to risk and uncertainty of the subsequent phase(s) of consenting *service*, as the *Consultant's* knowledge and understanding develops in delivery of the current phase; and
- ii) identifying any activities in relation to the next phase that, in the event of a delay to the start of the next phase, could minimise any adverse impact to the critical path for programme for delivery of the underlying consenting *service* through to Phase 3 if instructed to implement under the current phase contract
- iii) in the event that the next phase is delayed the *Consultant* shall identify and recommend activities that could still be progressed, to assist in minimising the impact of the delay on programme
- iv) the *Consultant* shall implement subsequent phases in the programme.



## 2.3. Phase 1 Work Areas

**2.3.1.** The *Consultant* undertakes the role as the RTS Consenting *service* provider and performs the activities necessary to effectively undertake this role. In Phase 1 the *Consultant's Service* will fall into the following work areas:

- i) Mobilisation and planning of the service
- ii) Consents strategy, DCO management and coordination
- iii) DCO planning advice and delivery
- iv) Consultation and engagement coordination, advice and delivery
- v) Planning and implementation of subsequent phase

### 2.3.2. Mobilisation and Planning

**2.3.2.1.** The *Consultant* shall mobilise and plan for the delivery of the DCO, including coordinating the delivery of the consultation and engagement requirements. During the mobilisation phase the *Consultant* shall develop the plan for executing the consents strategy and delivering the DCO. The *Consultant* will secure all the necessary personnel and other resources to deliver the *service*.

**2.3.2.2.** The *Consultant* advises the *Client* of inputs and meetings (for purposes of this Scope, assumes one meeting per week) needed to deliver the *service* in this Scope.

**2.3.2.3.** Within 4 weeks of instruction, the *Consultant* will develop and submit to the *Client* for agreement a list of project specific workflows relating to the delivery of the Scope. These workflows will identify the owner, timings, interdependencies, actions of Others, actions of the *Client*, and governance required for successful delivery. The *Consultant* shall provide regular programme updates during the commission.

**2.3.2.4.** Within 4 weeks of instruction the *Consultant* will develop and submit to the *Client* for agreement the following:

- i) The management of planning risk through a fortnightly review of planning policy and applications within or adjacent to the boundary of the RTS. This review of planning policy will be developed alongside the emerging design and the *Consultant* shall develop and maintain a policy compliance tracker to identify related risks to the project. These risks will be communicated to the *Client* weekly and included in the project risk register as appropriate. The review of planning policy shall also identify emerging policies and plans that would be relevant to the delivery of the DCO. The *Consultant* shall identify consultations on relevant policies and plans and support the *Client* to respond appropriately, including drafting responses on behalf of the *Client*.
- ii) The development and management of a Commitments Register. The Register will be populated by the relevant *service* Provider. The *Consultant* will undertake monthly compliance checks and subsequently submit the updated Register to the *Client*. Insofar as the commitments relate to the DCO, the *Consultant* will advise the *Client* on the impact of those commitments. The *Client* will provide information on all commitments made up to the date of instruction to enable an initial register to be populated by the *Consultant*. The register shall adopt a template provided by the *Client*.

- iii) Details of how the *Consultant's* organisational structure and governance will align with the *Client's* structure and governance.

**2.3.2.5.** Unless otherwise specified, the *Consultant* will provide updated versions to the *Client* for review on a quarterly basis.

### **2.3.3. Consents Strategy, DCO Management and coordination**

**2.3.3.1.** The *Consultant* will develop the Consents Strategy in collaboration with the *Client* and Others for approval by the *Client*, within 4 weeks following appointment. The *Consultant* will be responsible for managing and coordinating the delivery of the Consents Strategy. The *Consultant* shall keep the accepted Consents Strategy under review and assume three iterations within Phase 1. Where the Consents Strategy identifies consents, permits or licences that will be sought outside of the DCO, the Technical Delivery Partner will prepare and submit those applications. The *Consultant* will coordinate and manage this process. The *Client* will ensure the delivery partners support the *Consultant* to achieve this objective.

### **2.3.4. DCO management and coordination**

**2.3.4.1.** The *Consultant* is responsible for the planning and early stages of preparation of a robust DCO application in accordance with the consents strategy. A robust application is one that meets legislative requirements, government guidance and advice in terms of content and presentation.

**2.3.4.2.** Working collaboratively with the *Client* and Others, the *Consultant* will provide a DCO delivery and consenting programme which aligns to the RTS Integrated Programme in Appendix B.

**2.3.4.3.** Working collaboratively with the *Client* and Others, the *Consultant* will identify DCO and wider project risks and where assigned, carry out mitigation activities as required by the *Client*.

**2.3.4.4.** Within 4 weeks of contract award, the *Consultant* will prepare a project specific DCO deliverable schedule which will identify all DCO application documents and deliverables. The schedule will be in accordance with PINS guidance. The *Consultant* will submit the deliverable schedule to the *Client* for acceptance and subsequently work with the *Client* and Others to specify owners via a DCO RASCI to be prepared by the *Consultant*. This will be reviewed and updated where necessary in agreement with the *Client* during preapplication.

**2.3.4.5.** Working collaboratively with the *Client* and Others, the *Consultant* will organise the DCO delivery work at an appropriate Work Breakdown Structure (WBS) package level. An example of the package level would be an ES Chapter or DCO Drawing package. This will set out:

- i) The Terms of Reference (ToR) for each deliverable. These will be developed collaboratively, with each document owner leading a storyboard session to map out the contents and the strategic approach for deliverables. The session will invite challenge from the *Client* and Others, and the outcome will be an agreed approach, contents, assurance, timing and governance for each element. This will include the *Consultant's* deliverables.

- ii) A Production Management Schedule for each element setting out progress expectations and milestones for each DCO package, review frequency, assurance and governance timings. These schedules will be the tool used to drive DCO delivery and will be aligned with the overall DCO schedule and integrated RTS schedule.
- iii) A DCO product description for each application document based on the amalgamation of each package, which will be approved by the *Client*.

**2.3.4.6.** The *Consultant* will manage and coordinate the delivery of the DCO application through the execution of the Production Management Schedule workflow, ensuring the agreed TOR for each deliverable is met, deploying resources from the *Client*, *Consultant* and Others as appropriate. This will focus on the timing of the deliverable and providing quality assurance that each deliverable meets expectations for a DCO application. The *Consultant* will regularly update the *Client* on progress and identify any quality or delivery issues to the *Client* as soon as practicable.

**2.3.4.7.** The *Consultant* is not responsible for the assurance of the technical work that sits behind each deliverable. For example, the *Consultant* would be responsible for ensuring that the DCO drawing packages meet PINS requirements, but not responsible for assuring the design that the drawings depict.

**2.3.4.8.** The *Consultant* shall own, coordinate the development of and manage change control to the Order Limits, with inputs from Others and the *Client*. The *Consultant* shall keep the Order Limits under review and coordinate updates at key stages (i.e., prior to consultation, key engagement activity and EIA Scoping). The *Consultant* shall assume 4no. updates in Phase 1, ensuring the Order Limits are 'frozen' alongside each design freeze identified in the RTS delivery schedule. The *Consultant* shall develop proportionate ToR and chair monthly meetings with the *Client* and Others to communicate the latest updates and status of the Order Limits.

**2.3.4.9.** The *Consultant* may, in collaboration and full knowledge of the *service Manager*, require additional inputs from Partners as defined within X12 'Schedule of Partners'. Where such input, or any subsequent impact thereof, may require an instruction from the *service Manager*, the *Consultant* shall notify the *service Manager* accordingly.

## **2.3.5. DCO Planning advice and delivery**

**2.3.5.1.** The *Consultant* will identify and deploy a DCO Planning Lead to lead the technical delivery of the *Consultant's* Planning deliverables and to provide further advice and input as required.

**2.3.5.2.** The *Consultant* will produce and submit to the *Client*:

- i) A planning policy tracker setting out, in the absence of an NPS, relevant national policy, the relevant provisions of the development plan, other national or local guidance and setting out how the Scheme complies with the identified policies and guidance. This will be submitted to the *Client* within 4 weeks of appointment. For the avoidance of doubt, the *Client* is not responsible for informing the *Consultant* of any changes to policy that fall within its statutory remit. The *Consultant* shall maintain an up-to-date tracker and use this tracker to identify policy compliance risks to the *Client* as part of the risk management process executed by the *Client*. The *Consultant* will work collaboratively with Others to ensure policy influences design. This will include reviewing planning policy

assessments undertaken by Others (for example in relation to Materials Management).

- ii) Entries into the risk register of any potentially conflicting developments (e.g. planning applications, permissions or local plan allocations). *The Consultant* will inform *the Client* of any such conflicts within one working day of identifying conflicts to allow these to be appraised collaboratively and, where possible, resolved. The detailed scope for the resolution of any conflicts will be discussed and agreed.
- iii) Draft Planning Statement for the Scheme incorporating the needs case and any aspects of the business case which support the overall case for the project.
- iv) Working with the *Client* and Others, a project description document that will include a Scheme description, glossary and standard terms that can be used to ensure consistency across the project and DCO application documents. The *Consultant* will submit this document to the *Client* for acceptance within 4 weeks of contract award. Once accepted, the *Consultant* will keep the document under regular review. For the avoidance of doubt, the *Client* will provide various existing materials to support the preparation of this document, but the *Consultant* shall assume it a new document.

**2.3.6.** The *Consultant* will work collaboratively and proactively with the *Client* and Others to ensure that risks and opportunities relating to the DCO are identified and well managed, including but not limited to risks and opportunities relating to EIA (Environmental Impact Assessment) Scoping and future phases of work as outlined in Section 1.5. The *Consultant* will be responsible for identifying these risks and opportunities and working with Others to manage them. The *Consultant* will report them to the *Client* through other processes set out in this Scope, such as risk management and commitments register. The *Client* will be responsible for implementation and where necessary, further instruction to the *Consultant* or Others.

**2.3.7.** The *Consultant* will provide DCO awareness training to the *Client* and *Delivery Partners* in the form of 2no. 'introduction to the DCO Process' sessions. The first session is to be organised and facilitated by the *Consultant* within 4 weeks of appointment. The *Consultant* will subsequently provide monthly drop in 'lunch and learn' type sessions to raise awareness of issues relating to the DCO process.

### **2.3.8. Consultation & Engagement (C&E)**

**2.3.8.1.** A key element of Phase 1 is consultation and engagement, the success of which is both essential to the delivery of the DCO and to maintain and where possible enhance relationships with the *Client's* stakeholders, and local communities.

**2.3.8.2.** The *Consultant* is responsible for managing and coordinating the consultation and engagement activity required for a robust DCO application. Working collaboratively with the *Client* and Others the *Consultant* shall be responsible for coordinating this activity for all stakeholders, providing a strategic overview, ensuring consistency, disseminating stakeholder feedback within the RTS project team, and ensuring that the content and sequencing of engagement is appropriate to manage risks to the successful delivery of the DCO.

- 2.3.8.3.** Delivery partners from the Technical and Land Agent Packages will need to engage with stakeholders on technical issues to deliver the design, environmental assessment, land requirements and other matters. Therefore, the *Consultant* will prepare Stakeholder Management Plans for all stakeholders in collaboration with the *Client* and delivery partners to ensure appropriate engagement is undertaken and to facilitate acceptance of their deliverables. The *Consultant* will update these Stakeholder Management Plans quarterly.
- 2.3.8.4.** The *Client* has existing stakeholder relationships and experience of delivering consultation and engagement prior to the OBC-FBC phase of the project. The *Consultant* will engage with the *Client* to ensure this experience is integrated into future consultation plans.

### **2.3.9. Consultation and Engagement Strategy and Plan**

- 2.3.9.1.** The *Client* owns and is responsible for the Consultation and Engagement Strategy, which will identify the preferred strategic approach to both consultation and engagement. The strategy is in Appendix C. The *Consultant* will support the *Client* in this role.
- 2.3.9.2.** In delivering the *service* the *Consultant* will initially review the *Client's* Consultation & Engagement Strategy within 1 month of appointment. The *Consultant* will work collaboratively with the *Client* and Others in undertaking this review to understand the basis for the *Client's* strategy and the constraints of the project in terms of delivering the strategy. This will also include a review of consultation and engagement activities undertaken to date. This review will need to consider the robustness of historic consultation and engagement activities in the context of the Planning Act requirements.
- 2.3.9.3.** The *Consultant* provides recommendations for changes to the Consultation and Engagement Strategy based on its experience of delivering DCO projects by providing supporting analysis or examples to demonstrate the risks of proceeding without change, and opportunities or benefits of implementing change. In recommending changes, the *Consultant* will report to the *Client* any conflicting views expressed by Others and advise of their potential implications for the DCO or the wider Consenting Strategy. It should be noted that the *Client* accepts that there are other ways to deliver robust consultation and engagement for the RTS. Therefore, the *Consultant* should undertake this review with an open mind and with the *Client's* focus on delivering the RTS to programme. Opportunities to accelerate the programme and the associated risks should be identified through the review. The *Consultant* will keep the strategy under constant review and report to the *Client* when it considers a change to the strategy is required. The *Client* will ultimately decide on what (if any) changes to make to the strategy.
- 2.3.9.4.** The *Consultant* will produce an overarching Consultation and Engagement Plan for non-statutory consultation and for statutory consultation that meets the requirements of the Planning Act 2008, which will be in accordance with the *Client's* consultation and engagement strategy. Initially, the *Consultant* will produce a product description that will be submitted to the *service Manager* for acceptance. The *Consultant* will subsequently develop the Consultation and Engagement Plan, and submit to the *service Manager* for acceptance. The *Consultant* shall then deliver the

plan in collaboration with Others, and maintain and update it as necessary should changes be required.

#### **2.3.10. Roles and consultation & engagement governance**

**2.3.10.1.** The *Client's* Stakeholder Manager is responsible for managing the *Client* held responsibilities associated with consultation and engagement and therefore, will be responsible for the acceptance (or otherwise) of products submitted by the *Consultant* to the *service Manager*.

**2.3.10.2.** The *Consultant's* Engagement & Consultation Lead will liaise directly with the Stakeholder Manager (or delegated person) to deliver the *service* in this section of the Scope.

**2.3.10.3.** The *Consultant* will establish a Consultation Steering Group (CSG) for the purposes of coordinating consultation and engagement activity. The purpose of this group is to coordinate communications, consultation and engagement activity across the project, including to the *Clients* Stakeholder Manager (previously known as the Head of the Communication and Engagement). The *Consultant* will produce full TOR for the group for agreement by the *Client*. The *Consultant's* Engagement & Consultation Lead will chair this group and the *Consultant* will provide secretariat *service*. The Group will meet monthly. The *Consultant* will provide updates to the group on the progress of consultation and engagement activities. The *Client* will cooperate with the *Consultant* where information is reasonably required from the *Client* or Others to report progress.

**2.3.10.4.** At a minimum the group will be attended by:

- i. Stakeholder Manager
- ii. Senior Communications Manager / Specialist (Surrey CC)
- iii. Senior Engagement Manager/ Specialist (Environment Agency)
- iv. Consenting Delivery Package Supplier (Engagement and Consultation Lead and others as deemed appropriate by the *Consultant*)
- v. Consenting Package Manager
- vi. Technical Delivery Package Supplier (Engagement and Consultation Lead)
- vii. Preparation for Construction Delivery Package Supplier Lead
- viii. Environment Agency Technical Team Leads
- ix. EA and external Legal *service* Lead
- x. Land Agent Lead

**2.3.10.5.** The Client, as promoter, will maintain the formal relationship with PINS. The Consultant will recommend a programme of engagement with PINS based on experience of previous DCO projects (i.e. frequency, subject matter, and attendance). The Consultant Planning lead will establish a functional relationship (day-to-day) with the PINS Case Officer to cover technical, procedural and logistical questions which will arise more frequently as the RTS DCO application nears submission. The Consultant shall assume quarterly meetings with PINS and monthly teleconferences/virtual meetings.

#### **2.3.11. Delivering Consultation and Engagement *service***

**2.3.11.1.** In supporting the *Client* to manage and coordinate consultation and engagement, the *Consultant* will be responsible for the following:

- i) The *Client* will provide stakeholder mapping to the *Consultant*. The *Consultant* will review the mapping and highlight any updates that it considers are required to meet the requirements of the 2008 Planning Act. The *Consultant* will use the finalised mapping to deliver the requirements of the Scope relating to non-statutory consultation and engagement. The *Consultant* will undertake a fresh stakeholder mapping exercise in collaboration with delivery partners prior to the publication of the Statement of Community Consultation to ensure it is fit for purpose in order to plan and deliver the statutory consultation.
- ii) Developing (in collaboration with Others and the *Client*) consultation zone(s) - based on the Scheme's Order Limits - to identify those community consultees directly and indirectly affected by the Scheme. The proposed consultation zones shall be regularly updated throughout the project and submitted to the *service Manager* for acceptance at the following project milestones: within 3 months of Contract Award; prior to Phase 1c of non-statutory consultation (as defined in the consultation & engagement strategy) and prior to commencing statutory consultation (i.e. prior to publication of the Statement of Community Consultation).
- iii) In addition to the *Consultant's* overall coordination role, the *Consultant* will lead and undertake engagement and consultation and provide relationship management to Others that include stakeholders and stakeholder groups related to the planning and consenting element of the project in accordance with the Consultation and Engagement Strategy and the relevant Stakeholder Management Plans. These stakeholders include:
  - a) Local planning authorities. These relationships will need to be managed through the existing RTS Planners Group and in accordance the *service* Level Agreement (SLA) with the host boroughs (and SLAs with other authorities).
  - b) Parish Councils
  - c) Community groups

For the avoidance of doubt, the *Consultant* will support the *Client* to manage strategic relationships with partners (including attending meetings), including political and existing high-level relationships (e.g. CEOs).

- iv) The *Client* will provide a central stakeholder database. The *Consultant* will input records of all consultation and engagement activity undertaken by the *Consultant*. This requirement will include:
  - a) Recording all correspondence received and notes of meetings held
  - b) Risk assessing stakeholder feedback (by issue / concern, impact and risk)
  - c) Actioning (as necessary), including collaboratively with delivery partners where necessary, or refer to *service Manager* or other delivery partners (using database tagging / alerts)
  - d) Recording action taken (change, commitments or risk register)

Others will input to the stakeholder database where activity is undertaken by them.

- v) For both non-statutory and statutory consultation, developing a production schedule, which will be submitted to the *service Manager* for acceptance prior to use, to ensure that communication and consultation material is produced to the required quality and to the RTS Integrated programme targets. The *Consultant* will use the production schedule to:

- a) Coordinate, draft design and print (printing will be a *Client* cost) all approved material to support non-statutory and consultation (as per production schedule). Technical reports and drawings (i.e. not consent related) will be provided by Others. In relation to the Preliminary Environmental Information Report (PEIR) non-technical summary, the *Consultant* will review the document prepared by Others and ensure it is written in plain English and is accessible to the public.
- b) Draft, consult on and publish the final Statement of Community Consultation
- c) Produce, in collaboration with other Delivery Packages, 'consultation documents' as set out in section 45(3) of the Planning Act 2008 (to accompany s45(1) Notices)
- d) Lead, coordinate and manage the process, in collaboration with Others, to ensure that all statutory notices related to consultation are prepared and served appropriately, working with others to ensure physical notices are displayed on land (where appropriate).
- e) Produce and dispatch all statutory consultation material in the prescribed form
- f) Mailout of any consultation materials, leaflets or brochures required to deliver the Consultation & Engagement Plans, including those necessary to comply with the Planning Act 2008
- g) Publicise statutory consultation to comply with sections 45(1), 45(3), 46 and 48 of the Planning Act 2008 and deliver statutory community consultation as set out in our Statement of Community Consultation
- h) Update the CSG on the production of all required material
- i) Upload approved consultation material to the project website and Citizen Space or Common Place platform or other approved digital platform for online communications, engagement, and consultation purposes (to be provided by the *Client*).

The *Consultant* can assume they shall deliver the following to support each of the non-statutory and statutory consultation (in addition to those produced by Others and statutory requirements):

- 1x brochure (50 pages)
- 1x Website update
- 1x Response form (online and physical)
- 1x Information leaflet
- 3x Map books
- Production and management of Common Place

The *Client* has adopted a 'digital first' approach to consultation. The *Consultant* shall assume that the majority of the materials required for the non-statutory and statutory consultation will be electronic. Any printing will be a *Client* cost. The *Consultant* shall identify through a robust and auditable assessment including an Equality Impact Assessment, if there are any disadvantaged groups resulting from this approach and inform the *Client* in advance of the Statement of Community Consultation (and equivalent for non-statutory consultation) being drafted. Should the *Client* decide that hard copies of documents need to be made available then this will be instructed as a compensation event.

Production of VR and visualisations are excluded from this Scope. However, the *Consultant* may propose the inclusion of VR and visualisations within the C&E Plan.

- vi) For non-statutory and statutory engagement and consultation, the *Consultant* plans and delivers a programme of community consultation events (digital). The *Consultant* will include



the plans for these events, including dates, times and format in the Consultation and Engagement Plan, which will be submitted for acceptance by the *service Manager*. The accepted plan will be delivered by the *Consultant*.

The *Consultant* can assume the following in relation to the statutory consultation (in addition to those produced by others and statutory requirements):

- 6 week consultation
  - 2 physical exhibitions (6 information banners, large scale map)
  - 6 online presentations/ interactive sessions
  - Production and management of Common Place website
- vii) Designing digital questionnaires accessible via the *Client's* Citizen Space or Common Place or other approved digital platform and at events, including:
- a) Formulating questions in collaboration with the *Client* and Others
  - b) Ensuring that all 'off-line' completed consultation questionnaires are input into Citizen Space or Common Place or other approved digital platform to create a single dataset (though tagged as 'manually input' to evaluate channel use)
  - c) Reporting questionnaire results to the CSG through a weekly dashboard, to be created by the *Consultant*.
- viii) Coordinating the management of email and other correspondence in accordance with agreed protocols (or manage the RTS email inbox), upload to the project stakeholder relationship management system (SRM) and assign for action, including to other *service* providers.
- ix) Leading the capture and coordinating the consideration of all relevant feedback from both non-statutory and statutory consultation and the coding of consultation feedback (although the analysis of the statutory consultation feedback is not included in this phase of Scope):
- a) Develop a robust qualitative coding frame to analyse, theme and summarise responses to non-statutory and statutory consultation by element, issue and / or concern. The *Consultant* will reflect statutory requirements for the DCO version of the Consultation Report in the development of the code frame. The *Consultant* can assume 10 questions in the consultation questionnaires, which will give rise to 300 codes. The *Consultant* will look for opportunities to simplify the code frame where these would lead to a faster analysis of the results without compromising compliance with the 2008 Planning Act.
  - b) Ensure the capture of all non-statutory consultation and engagement feedback, including feedback from stakeholders and the public
  - c) Ensure the capture of all consultation responses from stakeholders (statutory and non-statutory), liaise with Others to understand implications of requested changes, and work collaboratively with the *Client* and *Delivery Partners* and lead on recommending changes to the Scheme to the *Client*, which could be made in response to stakeholder submissions
  - d) Track and record all action taken in response to the non-statutory consultation, including changes made in response to stakeholder submissions. Where no action is taken/ required, the reason or justification will be recorded

- e) Regularly report feedback – including questionnaire results - to the CSG
- f) Produce a Coding Report that captures all consultation responses coded into themes. The acceptance of this report by the *service Manager* will denote the completion of Phase 1.
- x) Producing a non-statutory engagement and consultation report (in the form required for statutory consultation) setting out (as a minimum): who was engaged and consulted; what they were engaged and consulted about; how they were engaged and consulted; when they were engaged and consulted; what their views were; and how the *Client* has responded to their views.
- xi) Identifying consultation and engagement risks and ensuring these are added to the project risk register to enable the CSG to identify and manage engagement risks.
- xii) Providing regular stakeholder reports of all activity (by stakeholder, issue, risk and action taken) to the *Client* for use in the *Client's* reporting and governance processes. The *Consultant* will provide a stakeholder report product description to the *service Manager* for acceptance.
- xiii) In the *Consultant's* role of delivering other elements of the Scope, alert the *Client's* Stakeholder Manager (or delegated person) (and other suppliers or technical groups) to any serious issues that require an urgent media response (e.g. significant risk or crisis) as soon as practicable. For the avoidance of doubt, this requirement does not include the regular monitoring of media activity.
- xiv) Follow the *Client's* project brand guidelines and templates (to be provided by the *Client* on appointment).
- xv) Ensuring that all engagement and consultation activity required by the Scope meets the *Client's* obligations under the Public Sector Equality Duty to meet the needs of those with protected characteristics and fully complies with all digital accessibility and Plain English standards (to ensure consultation material is accessible to technical, non-technical stakeholder and neurodivergent audiences).
- xvi) In delivering this Scope the *Consultant* will endeavour to identify and quantify opportunities for eco-friendly consultation and engagement processes and materials (where possible) to limit the carbon footprint of our stakeholder engagement and consultation activity. The decision on which to adopt where there is additional cost is the responsibility of the *Client*.

### **2.3.12. *Client* supplied Consultation & Engagement information**

**2.3.12.1.** *The Client* will provide details of the Options Consultation, other consultations, engagement activity and communication work to date as an input to the requirements of the Scope. Where available, this will include stakeholder mapping and categorisation, engagement planning, engagement risk and associated mitigation, consultation materials, responses and analysis as well as communication records and evidence of design evolution in response to consultation and engagement activity. The *Consultant* shall review this information and take account of it in their role or planning, managing and coordinating engagement and consultation.

### **2.3.13. Common Data Environment**

**2.3.13.1.** The *Client* will be operating the Asite Platform as the Building Information Modelling (BIM) Common Data Environment (CDE). The *Consultant* is required to use Asite for this purpose. All exchanges and transfers must meet the Employers Information Requirements (EIR) 2.5 as set out in the framework.

**2.3.13.2.** The *Client* will procure stakeholder management software. The *Client* will provide the *Consultant* with appropriate training and the *Consultant* will then be required to use this software.

**2.3.13.3.** The contract will be administered using FastDraft.

**2.3.13.4.** The *Consultant* will be expected to use SharePoint in the creation and collaboration of documents.

### **2.3.14. Project Management**

**2.3.14.1.** The *Consultant* nominates an appropriately qualified individual to fulfil the role of *Consultant* project manager for the RTS Consenting stage and, unless stated otherwise, is responsible for:

- i) Project Management activities
- ii) Delivery Partner Team leadership
- iii) Safety Health Environment Welfare (SHEW) leadership
- iv) Undertaking Site Visits (1 site visit attended by all leads during mobilisation)
- v) Undertaking a further site visit for each discipline lead during Phase 1
- vi) Attend project meetings (1 per week)
- vii) Chairing / attending monthly progress meetings, team briefs and weekly catch-up meetings
- viii) Project Controls including Task Input Statements for all
- ix) Budget management and producing monthly cash flow forecasts
- x) Schedule management
- xi) Risk Register updates
- xii) Resourcing
- xiii) Contract Documentation – Monthly Progress Reporting and NEC 4 Contract Administration
- xiv) Quality Management - Coordinating the production, Check Review Approve Verify and *Client* sign-off of deliverables
- xv) Quality Management - Quality management and audits
- xvi) Project Controls - Maintain change control register
- xvii) Lean Management - Lean Management support
- xviii) Participation in Lessons Learnt workshops

### **2.3.15. Collaboration**

**2.3.15.1.** The *Client* intends to adopt a collaborative approach to delivery and will enter into a legally binding Collaboration Agreement with its partner, Surrey County Council, which will govern the *Client* organisations and ways of working.

**2.3.15.2.** Responsibility for deliverables will be clearly allocated but the nature of the DCO submission, and the need to take account of a range of inputs in the Application preparation including those from stakeholders, means that this approach will provide

the best opportunity to meet programme, reduce risk and achieve the required quality within the Application to facilitate delivery of the project as a whole.

- 2.3.15.3.** The *Client*, *Consultant* and delivery partners, will work in line with established principles of collaboration as set out in ISO 44001 - Collaborative Business Relationship Management' Systems to develop these relationships. The *Consultant* will work in accordance with the Partnering Information in X12 of the Contract and will develop and deliver an organisational alignment and chartering process during the mobilisation phase of the project based on their experience on other similar projects.
- 2.3.15.4.** The *Consultant* will attend and take part in quarterly collaborative behaviour workshops (4.no), including providing a specialist facilitator for the workshops with the aim of supporting the *Client* to develop and maintain an integrated team to deliver the DCO.
- 2.3.15.5.** The *Consultant* will identify lead contacts to manage communications between the *Consultant* and the delivery partners. This is not intended to restrict communications solely to these named individuals but will provide a clear channel for information dissemination and enable peer to peer discussions of specific issues.
- 2.3.15.6.** In the case of legal support, where there are additional budgetary and privilege implications, any informal communication will be restricted to the *Consultant's* DCO lead with the *Consultant* PM in the absence of the DCO lead. The *Client's* Consenting Package Manager and the EA Legal Representative will be copied into requests for support at all times.
- 2.3.15.7.** The *Consultant* may, in collaboration and full knowledge of the *service Manager*, require additional inputs from Partners as defined within X12 'Schedule of Partners'. Where such input, or any subsequent impact thereof, may require an instruction from the *service Manager*, the *Consultant* shall notify the *service Manager* accordingly.
- 2.3.15.8.** The *Consultant* signs up to the Collateral Warranty with the *Client* and Surrey County Council.

#### **2.3.16. Start-up meeting**

The *Consultant* arranges and facilitates a start-up meeting within four weeks of appointment. The meeting is attended by the *Client* and Others who need to provide or receive information as part of the Scope, including later Phases.

#### **2.3.17. Fees to be paid by the *Client***

The *Client* pays any fees to PINS and Others, such as through *service* Level Agreements, that are required to obtain the granting of the DCO. In this context, 'fees' refer to any third-party costs reasonably incurred in delivering the Scope (e.g. venue hire, security, advertising, printing of consultation materials).

#### **2.3.18. PINS Fees report**

The *Consultant* will estimate the fees likely to be payable to PINS based upon experience of other DCOs. The *Consultant* provides the *Client* with the estimate, complete with assumptions and anticipated dates that fees will be payable. This will be used by the *Client* for budgetary purposes. The *Consultant* submits the report to the *service Manager* within four weeks of the starting date. The *Consultant* will regularly review the likely PINS fees and update the *Client* should any information become available that could materially affect the budget.

## 3. Overarching Specifications and standards (All Phases)

### 3.1. People

**3.1.1.** The *Consultant* provides the following key persons to ensure experienced and qualified people deliver the *service*:

- i) The senior supplier, with substantial proven experience in a senior role delivering multiple projects of similar scale and membership of a relevant professional body. Ideally the Project Director would have experience of delivering a project(s) consented under the Planning Act 2008.
- ii) The commission manager with proven experience in a similar role on projects of a similar scale and membership of a relevant professional body. Ideally the Commission Manager would have experience of delivering a project(s) consented under the Planning Act 2008.
- iii) A Project Controls Advisor with proven experience in a similar role on projects of a similar scale and membership of a relevant professional body. Ideally the Project Controls Advisor would have experience of delivering a project(s) consented under the Planning Act 2008.
- iv) A Consenting Lead to manage the technical *service* with at least 10 years' experience in similar roles and of similar projects, including direct experience working on at least one Nationally Significant Infrastructure Project.
- v) A DCO lead who is a member of the Royal Town Planning Institute (or equivalent) with at least 20 years' experience of consenting major infrastructure projects, including proven substantial experience in a similar role for an NSIP.
- vi) A DCO Support Lead who is a member of the Royal Town Planning Institute (or equivalent) with at least 10 years' experience consenting major infrastructure projects through the Planning Act 2008 regime.
- vii) A Consultation Lead with proven experience delivering successful consultation and engagement for an NSIP project, including successfully leading on the delivery of the statutory consultation requirements for the Planning Act 2008.

### 3.2. General standards

**3.2.1.** The *Consultant* ensures the following standards and guidance are used when delivering the *service*:

Ref.	Standard
LIT 16559	Safety, health environment and wellbeing (SHEW) Code of Practice
LIT 15695	Data management for FCRM projects
LIT 11327	Computational Modelling to assess flood and coastal risk
LIT 14847	Risk Guidance for Capital Flood Risk Management Projects
LIT 14284	Whole Life (Construction) Carbon Planning Tool
LIT 12982	Working with Others: A guide for staff

Ref.	Standard
LIT 12280	Lessons Log template
N/A	RTS product description template
N/A	RTS comments tracker template
LIT 14953	FCRM efficiency reporting – capital and revenue
LIT 55124	Write a business case

### 3.3. Technical standards

**3.3.1.** The *Consultant* ensures the following standards and guidance are used when delivering the service:

Ref.	Standard
N/A	Environment Agency Access for All Design Guide (September 2012)
N/A	Environment Agency Fish Pass Manual (November 2012)
N/A	Environment Agency Managing Plastics in Environment Agency Construction and Assets (October 2020)
N/A	Environment Agency CAD & Object Standards
N/A	Environment Agency Employers Information Requirements
LIT 13258	Minimum technical standards for FCERM projects
LIT 13260	NEC4 ECC Scope template
LIT 13877	Minimum technical standards – environmental sustainability, design and management
N/A	Institute of Environmental Management and Assessment (IEMA) EIA Quality Mark standards
N/A	Planning Inspectorate Advice Notes
N/A	The Landscape Institute (2018) Landscape <i>Consultant's</i> Scopes of service - S1: Landscape Design and Administrative / Post-Contract service
N/A	The Landscape Institute (2017) Landscape Digital Plan of Works – Release 1_0
N/A	The Landscape Institute Guidance Landscape and Visual Impact Assessment (Edition 3 2013)
N/A	All London Green Grid policy framework, 2011
N/A	PAS 2080 - Carbon Management in Infrastructure Verification
N/A	PAS 128 - Specification for Underground Utility Detection, Verification and Location
N/A	CEEQUAL Version 6 Technical Manual
N/A	Chartered Institute for Archaeologists (CIfA) Standards and Guidance
N/A	Historic England's Guidance

Ref.	Standard
N/A	Natural England's Guidance
N/A	Marine Management Organisation's Guidance

### 3.4. Accessibility regulations

**3.4.1.** The *Consultant* complies with the *Client's* guidance in relation to The Public Sector Bodies (Websites and Mobile Applications) (No.2) Accessibility Regulations 2018 and the Public Sector Equalities Duty.

**3.4.2.** The *Consultant* ensures the following:

- i) Digital documents are published in either HTML or accessible portable document format,
- ii) Final versions of reports are issued as both an accessible Microsoft Word document and in an accessible portable document format,
- iii) All final versions of Microsoft Excel spreadsheets must be accessibly formatted as tables, and
- iv) All documents produced by the *Consultant* for online publication meet the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines 2.1 (WCAG 2.1) conformance level AA. The *Consultant* provides evidence that all final versions of digital documents they deliver have been tested for and comply with all of the A and AA criteria of the WCAG2.1 standard.



## 4. Safety, health, environment and wellbeing

### 4.1. Overview

**4.1.1.** The *Consultant* promotes and adopts safe working methods and ensures that the work undertaken to deliver the *service* is fully compliant with the *Client's* Safety, Health, Environment and Wellbeing (SHEW) Code of Practice.

**4.1.2.** The Technical *service* provider undertakes the role of the designer under the Construction (Design and Management) Regulations 2015 and carries out the required duties under the regulations. The *Client* provides the principal designer.

## 5. Constraints on how the *Consultant* is to Provide the service

### 5.1. RTS organisation

**5.1.1.** In 2014, 10 organisations formed the River Thames Scheme partnership each committing funds to develop the project. These organisations are represented by elected members and senior leaders on a Sponsoring Group along with the *Client's* senior responsible owner. They are also represented at officer level on the Programme Board along with the *Client's* project director. The following describes the various governance and advisory groups that the *Consultant* takes account of when delivering the service.

#### 5.1.2. Sponsoring Group

**5.1.2.1.** Sponsoring Group provides strategic leadership of the Scheme and is accountable for its overall investment viability. The group:

- i) Agrees the vision, goals and objectives for the Scheme,
- ii) Provides political support and advice,
- iii) Approves Scheme funding and
- iv) Resolves Scheme strategy and direction.

#### 5.1.3. Programme Board

**5.1.3.1.** Programme Board oversees local strategies and medium-term plans and resolves strategic and directional issues between work packages. The board:

- i) Establishes proposals for the Scheme Vision, goals and objectives (complete),
- ii) Advises on the DCO content from a Borough perspective in its development through the pre-application consultation and
- iii) Assures that the Scheme Vision is being met in the development of the DCO through oversight of benefit profiles and realisation plans.

**5.1.3.2.** In the development of the Scheme so far, the *Client* has taken direction from the Programme Board and Sponsoring Group to scope the required work packages and procure the required service. For the OBC – FBC phase of work this will now be carried out by the *Client* and Surrey County Council in collaboration through the establishment of a Strategic Delivery Board.

#### 5.1.4. Strategic Delivery Board

**5.1.4.1.** A single combined *Client* and Surrey County Council Strategic Delivery Board has been formed with the delegation to take all project-related delivery decisions above the tolerance of the package managers. The Board provides one instruction from the two organisations to the package delivery teams, one sign-off point for deliverables and decisions and one place to make decisions during the DCO examination.

**5.1.4.2.** The role of the Strategic Delivery Board, is to manage the Environment Agency's and Surrey County Council's risk exposure, provide support, monitor the operational management of the Scheme and to ensure that all forms of risk are identified and managed effectively.

**5.1.4.3.** Board members' roles will include to:

- i) Set leadership style to motivate staff, promote team working, empower at all levels, encourage new initiatives and appropriate risk exposure,
- ii) Approve programme and cost baseline in accordance with the approved business case justification and approve deviation by exception,
- iii) Approve progress against strategic direction,
- iv) Secure buy-in and delivery of actions from within their organisation and make resources available for planning and delivery,
- v) Define acceptable risk profile for the programme and related work packages,
- vi) Own resolution of specific risks and issues within the programme,
- vii) Ensure delivery within the agreed parameters,
- viii) Resolve dependencies with other work, within or outside the RTS,
- ix) Assure operational stability throughout the change cycle,
- x) Support the application of and compliance with operating standards and
- xi) Approve decisions relating to purchase of land, contract award, risk mitigation and change control.

**5.1.4.4.** The Board delegates its functions to:

- xii) A Project Director with accountability delegated from the senior responsible owner for delivery. Taking instruction from the Strategic Delivery Board and therefore equally accountable to the *Client* and Surrey County Council.
- xiii) A Delivery Manager with the responsibility for delivery. The Delivery Manager role includes setting budgets and agreeing scopes, programme and acceptance of technical deliverables.

#### **5.1.5. Delivery Board**

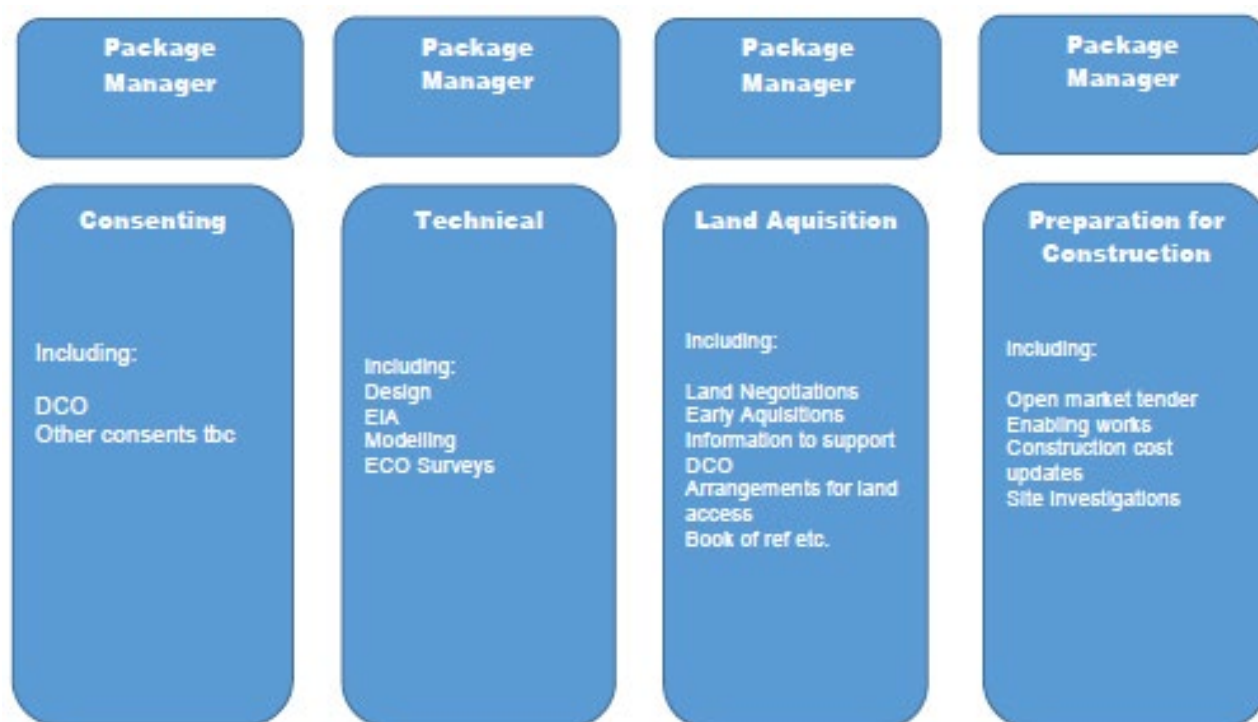
**5.1.5.1.** The Delivery Board will meet monthly and serve to manage interdependencies, discuss issues and risks, and appraise the progress of each package.

**5.1.5.2.** The Delivery Manager chairs Delivery Board which is attended by the package managers, a senior representative from the *Consultant* and Others as appropriate.

#### **5.1.6. Package managers**

**5.1.6.1.** The package managers report to the Delivery Manager for the packages described in section 1.4. They are responsible for the successful delivery of the objectives of each

of packages as show below. The *Consultant* shall take their direction from and report to the package manager for the Consenting package.



### 5.1.7. Programme Management Office

5.1.7.1. Supporting the package managers and the Strategic Delivery Board is the Programme Management Office (PMO). The PMO provides the following *service*:

- i) Contract management,
- ii) Cost and programme management,
- iii) Risk and issue management,
- iv) Quality assurance,
- v) Reporting, information management and document control,
- vi) Resource management,
- vii) Performance and continuous improvement and
- viii) Training and development.

### 5.1.8. Technical steering groups

5.1.8.1. To provide assurance to the *Client* and Others, the *Client* has formed a number of technical steering groups (for example the Technical Steering Group; Environment Steering Group; Flood Risk Steering Group; and Estates Steering Group). The *Consultant* attends and actively contributes to the steering groups to ensure that consultation and engagement and the development of DCO deliverables is undertaken

in a collaborative and efficient way. The Technical Steering Groups will meet monthly. The technical steering groups cover the following areas:

- i) Biodiversity including invasive non-native species, HRA, aquatic and terrestrial species,
- ii) Water and WFD,
- iii) Traffic and transport,
- iv) Sustainability and carbon,
- v) Landscape and visual impact,
- vi) Soils, geology, natural resources and waste,
- vii) Materials management,
- viii) Flood risk,
- ix) Cultural heritage, archaeology, built heritage and historic landscape,
- x) Operations and maintenance strategy and
- xi) MEICA.

#### **5.1.9. X12 Core Group**

For the purposes of X12, the Schedule of Core Group Members is to be recorded and maintained in the Partnering Information – Appendix 1. The “Core Group terms of reference” are provided in Partnering Information – Appendix 1, Section 6

#### **5.1.10. Other Client-led teams**

**5.1.10.1.** Other *Client*-led teams supporting the project include:

- i) The communications & stakeholder engagement team,
- ii) Defra Group Commercial supporting all procurement processes,
- iii) A team responsible for co-ordinating the business case, funding and benefits realisation, and
- iv) The Commercial and Legal Steering Group.

## **5.2. Quality and assurance**

### **5.2.1. Quality plan product description**

The *Consultant* produces a product description for the *Consultant's* quality plan to be used in delivering the *service* within two weeks of appointment. The *Consultant* submits the product description to the *service Manager* for acceptance and does not commence work on the product until acceptance is notified.

### 5.2.2. Quality plan

**5.2.2.1.** The *Client's* quality and assurance processes intended to be applied to ensure project delivery are outlined in the 'Integrated Assurance and Approvals Plan', referenced in section 3.

**5.2.2.2.** The *Consultant* develops the quality plan to be used in delivering the *service* in accordance with the accepted product description. The quality plan includes:

- i) References to the *Consultant's* quality policies and statements,
- ii) How the *Consultant* is organised to Provide the *service* including the roles of Subcontractors,
- iii) How the *Consultant* will collaborate with the *Client* and Others in delivering the *service*,
- iv) The responsibilities for preparing, checking and approving deliverables for issue for each of the sections of the Scope,
- v) How comments from the *Client* and Others on deliverables are to be dealt with,
- vi) How change control is to be dealt with,
- vii) How and when the *Consultant* will carry out quality checks on its work and that of Subcontractors,
- viii) How the *Consultant* will deal with standards conflicts,
- ix) How the *Consultant* will identify, report and manage Defects and
- x) How and when the *Consultant* will undertake the assurance and verification requirements within this Scope.

**5.2.2.3.** The *Consultant* submits the quality plan to the *service Manager* for acceptance within two weeks of the product description being accepted. The *Consultant* reviews the quality plan at quarterly intervals and submits further revisions to the *service Manager* for acceptance.

### 5.2.3. Assurance reviews

**5.2.3.1.** In addition to the technical assurance provided by the steering groups in section 6.1.6, the *service Manager* may decide to appoint Others to review deliverables, processes, methodologies, Subcontractors or people the *Consultant* uses or proposes to use to deliver the *service*. The purpose of these reviews will be to provide assurance to the *Client* of the suitability of these things or enhanced confidence to allow the acceptance of a deliverable by the *service Manager*.

**5.2.3.2.** The *service Manager* notifies the *Consultant* about the arrangements for an assurance review and the *Consultant* provides information to allow the review to be carried out.

### 5.3. Risk, efficiency and issues management

**5.3.1.** The *Consultant* produces a quantitative risk and opportunities register and an issues register in relation to the delivery of the *service*. The *Consultant* makes the registers available for inspection by the *service Manager* when notified.

**5.3.2.** The *Consultant* updates the registers each month and reports on updates in the progress report. The *Consultant* contributes to the *Client*-managed integrated Scheme risk, opportunities and issues registers monthly. The *Consultant* contributes to the *Client*-managed capital efficiency reporting tool monthly.

### 5.4. Progress reporting

#### 5.4.1. Reports

**5.4.1.1.** The *Consultant* produces a detailed progress report each month. The report includes:

- i) A summary of the work undertaken against each of the sections of the Scope in the month together with a discussion on the variances in the work that was planned in the previous month's report,
- ii) The deliverables issued and accepted in the month together with a discussion on the variances in the deliverables issued and accepted that was planned in the previous month's report,
- iii) A summary of the collaboration and information sharing with Others,
- iv) The planned work for the next month and deliverables to be issued,
- v) A programme variance section with a detailed commentary on the variances and changes from the Accepted Programme contained within the latest revised programme submitted for acceptance. This section includes an overview of the critical paths (primary, secondary and tertiary) identifying changes in the month and available float against the second and third paths,
- vi) A commercial variance section with a detailed commentary on the variances from the forecasts shown in the latest application for payment, forecasts for the next month and details of Subcontractor procurement activities undertaken in the month,
- vii) A summary of updates to the risks and issues registers managed by the *Consultant*,
- viii) Commentary of the work or inputs needed from the *Client* and Others for the next months planned work, and
- ix) A summary of submitted and or approved compensation events and Early Warnings.

**5.4.1.2.** The *Consultant* submits the draft progress report to the *service Manager* for information at least one week before the progress meeting in section 5.4.2. Within

one week of the progress meeting, the *Consultant* revises the draft progress report, if required, and submits the progress report to the *service Manager* for acceptance.

#### **5.4.2. Meetings**

**5.4.2.1.** The *Consultant* arranges a monthly progress meeting with the *service Manager* and Others as appropriate. The *service Manager* chairs the meeting and the *Consultant* records the minutes. The meeting is used to review and discuss the *Consultant's* progress report which the *Consultant* revises if required after the meeting. The *Consultant* issues the recorded minutes with the progress report.

**5.4.2.2.** The *Consultant* attends a weekly meeting with members of the *Client's* team to review contract communications and the actions and decisions required.

### **5.5. Input and advice from Others**

#### **5.5.1. Preparation for Construction contractor**

**5.5.1.1.** The *Consultant* reviews the requirements of this Scope and the existing information referenced in section 3 and identifies where Preparation for Construction contractor input and advice is necessary for the *Consultant* to deliver the *service*. Construction contractor input and advice is provided by the ESE *service* provider.

**5.5.1.2.** Following this review, the *Consultant* prepares a schedule of activities and deliverables where construction contractor input and advice is necessary. The schedule includes the reasons for and scope of the input and advice together with timings. The *Consultant* submits the schedule to the *service Manager* for acceptance.

**5.5.1.3.** Once the schedule is accepted, the *service Manager* arranges for the ESE *service* provider to provide the required input and advice.

**5.5.1.4.** The *Client* accepts that further requirements may emerge as the project develops. The *Client* undertakes to facilitate further involvement from the ESE as is necessary.

#### **5.5.2. Legal service**

**5.5.2.1.** The *Client* is mindful of the need to retain legal privilege and manage requests for legal advice accordingly and to get best value for the *Client*. The *Client* also acknowledges the need for legal input/ advice in delivery of the *service* in the Scope. Therefore, the *Consultant* will nominate a single point of contact responsible for all requests for legal input/ advice in delivery of the Scope. The single point of contact shall be the Consenting Lead, unless a strong justification is presented by the *Consultant* to the *Client* for an alternative. On acceptance by the *service Manager*, this single point of contact will be able to liaise with the legal service provider but will at all times keep the *service Manager*, and the *Client's* Consenting Package Manager and EA Legal Representative informed of any requests by copy to emails. The *Client* may intervene in this process at its sole discretion should it believe that legal privilege is threatened or requests for advice are inappropriate or outside of this Scope.



## 6. Information and other things provided by the *Client* and Others

**6.1.1.** The *Client* provides access to FastDraft for contract communications, the common data environment, and the tool for creating the Master Information Delivery Plan (MIDP).

**6.1.2.** The *Client* provides the Responsible, Accountable, Consulted, and Informed (RACI) schedule which identifies those in the *Client's* team and Others that should be on the distribution list for deliverables issued by the *Consultant*.

**6.1.3.** Land access onto private land is arranged by the *Client's* land agent.

**6.1.4.** Preparation for Construction contractor input and advice is provided by the ESE *service* provider.

**6.1.5.** Legal input is provided by the legal *service* provider.

## 7. Timing, programme and Completion

### 7.1. Programme format and requirements

#### 7.1.1. Programme format

**7.1.1.1.** The *Consultant* prepares each programme submitted for acceptance using Primavera professional planning software on a monthly basis

#### 7.1.2. Requirements of each submitted programme

**7.1.2.1.** The *Consultant* provides each programme submitted for acceptance as an Adobe acrobat portable document file and also in the native Primavera format with a data date of the first working day of each month.

**7.1.2.2.** The *Consultant* ensures that each programme submitted for acceptance adopts a work breakdown structure consistent with the Activity Schedule and shows:

- i) A unique activity ID,
- ii) Total float and time risk allowances for each activity,
- iii) The programme critical path,
- iv) The percentage completion, predecessors and successors of each activity and
- v) The resource responsible for each activity, for example the *service Manager*, the *Consultant* or Others.

**7.1.2.3.** Before submitting each programme for acceptance, the *Consultant* co-ordinates with the Technical *service* provider to ensure the integration and consistency of the information.

### 7.2. Milestones

**7.2.1.** The *Consultant* delivers the *service* to meet the following dates:

Milestones

Milestone	Date of completion
Statutory Consultation Completion	March 2023
Phase 1 Completion	March 2023
Design Freeze 2	January 2024
DCO Submission	June 2024
DCO Granted	October 2025
Contract Completion	October 2025

### 7.3. Definition of Completion

**7.3.1.** To allow the *service Manager* to certify Completion, the *Consultant* prepares a completion report. The completion report includes:

- i) Details of what the *Consultant* has done to meet the requirements of each section of the Scope, verified through the provision of assurance evidence,
- ii) Details of where the *Consultant* has not been able to deliver the requirements, together with reasons and mitigations that have been proposed,
- iii) Details of Defects the *Consultant* has not corrected,
- iv) An appendix containing a detailed document and drawings register, with hyperlinks to the common data environment, of each product the *Consultant* has produced, revised or updated to complete the *service*; and
- v) Details of the materials purchased by the *Consultant* to deliver the *service* and paid for by the *Client* that could now be kept and used by the *Client*.

**7.3.2.** The *Consultant* submits the completion report to the *service Manager* for acceptance and the *service Manager* does not certify Completion until the report is accepted.

## 8. Other requirements of the *conditions of contract*

### 8.1. Payment

**8.1.1.** The *Consultant* uses FastDraft to upload all applications for payment for certification by the *service Manager* on the 12<sup>th</sup> day of every month, or next working day.

**8.1.2.** Information to be shown on each application for payment

The *Consultant* ensures that the build-up for each application for payment includes the following information:

- i) The names, time charge rates (excluding fee) and hours of people included in the build-up,
- ii) Details of the materials and expenses in the build-up with reasons for their being incurred and
- iii) A detailed breakdown of the amounts for each Subcontractor including people, materials and expenses in the build-up.
- iv) The Fee applied to those items to which Fee is applicable

**8.1.3.** The *Consultant* presents the information broken down by activities that are consistent with the Activity Schedule. The *Consultant* provides details of variances from the forecasts in the progress report in section 5.

**8.1.4.** The Contract implements Option Y(UK)1: Project Bank Account. The *Consultant* shall implement the provisions of Y(UK)1 accordingly.

## **8.2. Accounts and records**

### **8.2.1. Timesheets**

The *Consultant* ensures that all people involved in delivering the *service* complete timesheets which can be inspected and referenced against time spent on each activity within the Activity Schedule.

### **8.2.2. Materials and expenses**

The *Consultant* keeps records, invoices and all other documentation to support the payment of all amounts for materials purchased and expenses incurred.

### **8.2.3. Records and accounts**

The *Consultant* keeps accurate records and accounts in respect of the *service*.

### **8.2.4. Audits**

The *service Manager* reserves the right to audit the *Consultant's* records and accounts kept in relation to Providing the service.

## 9. Acceptance and procurement procedures

### 9.1. Submission and acceptance

#### 9.1.1. Persons

If the *Consultant* decides to change any of the key persons, the *Consultant* submits the curriculum vitae and time charge rate of the proposed replacements to the *service Manager*. The replacement persons do not commence work until the *service Manager* notifies acceptance of the replacement persons. The *Consultant* ensures that any persons used on the Scheme has their rates submitted and approved in accordance with the Collaborative Delivery Framework.

#### 9.1.2. Applications for payment

The *Consultant* submits applications for payment to the *service Manager*, accompanied by sufficient detail for the *service Manager* to identify the payment against the Activity Schedule, as described in section 8.

#### 9.1.3. Deliverables

The *Consultant* does the work necessary to deliver the *service* and produce the deliverables required in the Scope. Where a deliverable requires a collaborative or iterative approach in its development that involves the *Client's* team or Others, the *Consultant* does this work until a point when the draft final version of the deliverable is ready for submission.

**9.1.4.** Before submission, the *Consultant* checks the *Client's* RACI schedule described in section 6 to determine who the deliverable is to be distributed to. The *Consultant* then:

- i) Uploads the deliverable to the *Client's* common data environment ensuring that metadata is consistent with the MIDP,
- ii) Issues the deliverable to the identified recipients together with a copy of the *Client's* comments tracker referenced in section 4,
- iii) Notifies the *service Manager* in FastDraft of the deliverable that has been issued for acceptance, if required by the Scope.

**9.1.5.** The *service Manager* ensures the completed comments tracker and, where appropriate, a marked-up version of the deliverable is issued to the *Consultant* for final updating using the common data environment. The *Consultant* does the work necessary and issues the final version of the deliverable and the comments tracker with responses using the common data environment.

**9.1.6.** The *service Manager* notifies the *Consultant* of acceptance or whether acceptance of the deliverable has been withheld in FastDraft.

**9.1.7.** A reason for withholding acceptance of a deliverable is that it does not conform to the Scope or does not Provide the service.

## **9.2. Procurement procedures**

**9.2.1.** The *Consultant* prepares a Subcontractor procurement schedule. The schedule includes the planned Subcontractor packages, estimated value, timing and the proposed procurement and contract route and is submitted to the *service Manager* for acceptance.

**9.2.2.** Once accepted the schedule is updated quarterly by the *Consultant* to include the status of each package and notified to the *service Manager*.

**9.2.3.** The *Consultant* prioritises the use of local small and medium sized enterprises wherever possible.

**9.2.4.** For each Subcontractor package, the *Consultant* obtains a minimum of three quotations and for packages with an estimated value greater than £25,000, the *Consultant* prepares a procurement recommendation report for that package. The report is submitted to the *service Manager* for acceptance and the Subcontractor contract is not executed until acceptance is notified.

**9.2.5.** The *Consultant* is to ensure that their Subconsultants do not have access to the ECC Scope output that which would give them privileged information in the event of entering into competition for providing *service* to the Contractor under the ECC Scope.

## 10. Information modelling

**10.1.1.** The *Consultant* complies with the Employers Information Requirements (EIR) referenced in section 2.3.5.

**10.1.2.** The common data environment is Asite: <https://www.asite.com/login-home>.

### 10.2. Master Information Delivery Plan

**10.2.1.** The *Consultant* reviews and verifies the *Client*-issued information referenced within the Information Delivery Plan (IDP) and the requirements of this Scope.

**10.2.2.** Following this review, the *Consultant* prepares a Master Information Delivery Plan (MIDP) and submits it to the *service Manager* for acceptance within six weeks of the starting date.

### 10.3. Post-BIM execution plan

**10.3.1.** The *Consultant* prepares a detailed plan of how they will implement BIM and comply with the EIR in a post-BIM execution plan. The plan is submitted to the *service Manager* for acceptance within six weeks of the starting date.

## Appendix A – Indicative list of other consents, permits and Protective Provisions

An indicative list of consents and permits that are likely to be required for the RTS are contained within table A1 below. Many of these consents and permits will be included as part of the DCO application (either in full or outline), whilst others should be progressed in parallel but will not necessarily be required to be submitted as part of the DCO application. Current assumptions are shown in the table but these will be further developed by the *Consultant*, the *Client*, and the Technical service provider.

Table A1: Indicative list of consents and permits

Consent or permit	Consenting authority	Timescales
Thames path closure/diversion (permanent)	Elmbridge Borough Council, Spelthorne Borough Council	Full consent to be submitted as part of DCO application
Footpath closure/diversion (permanent)	Elmbridge Borough Council, Runnymede Borough Council, Spelthorne Borough Council	
Highways diversion	Surrey County Council	
Highways closure	Surrey County Council	
Minerals extraction licence	Surrey County Council	
Navigation rights	Department for Environment, Food and Rural Affairs	
Thames Conservancy Act consent (Section 79)	Authority to be confirmed	
Pipeline works authorisation (PWA) or PWA variation	Oil and Gas Authority	
Listed building consent	Historic England	
Scheduled monument consent	Historic England	
Consent for the design of highway bridges and structures	Highways England	
Wayleaves agreement	Highways England	
Section 278 agreement	Highways England	
Utility company diversions consents	Various utility companies	
Developer connection consents	Water companies	
Marine licence	Marine Management Organisation (MMO)	
Site of Special Scientific Interest Assent	Natural England	



Consent or permit	Consenting authority	Timescales
Airport / bird strike consent - class licence and general licence	Natural England and Heathrow Airport Limited (HAL)	
Ordinary watercourse consent	Surrey County Council and Environment Agency	
Section 61 consent	Elmbridge Borough Council, Runnymede Borough Council, Spelthorne Borough Council, Richmond Borough Council	
Protected species licences	Natural England	
Port of London Authority river works licence	Port of London Authority	
Water abstraction (transfer) licence	Environment Agency	Prepared in parallel to DCO but likely to be submitted separately to the DCO application
Impoundment licence	Environment Agency	
Flood risk activity environmental permit	Environment Agency	
National fish pass approval	Environment Agency	
Recovery from waste permit	Environment Agency	
Waste disposal permit	Environment Agency	
Variation to existing landfill waste permit	Environment Agency	
Waste storage/treatment (hubs) permitting	Environment Agency	
River Thames accommodation licence	Environment Agency	

## **Appendix B – RTS DCO Delivery Schedule 19\_05-21 ( L1 schedule)**

## **Appendix C – Consultation & Engagement Strategy**