Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract information

Project name	Feildes Weir Repair Project
	(part of the Eastern MEICA Sub-Programme 1)
Project SOP code	ENV0004264C
Contract number	tba
Date	29/09/2022

Assurance

Author	Date: 18/08/2022
Consulted	Date: 18/08/2022
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Assured prior to issue	Date: 23/09/2022

Revision History

Revision date	Summary of changes	Version number
12/08/2022	First draft for comment	1.1
12/09/2022	Minor amends following consultation	1 2
12/09/2022	Minor amends, ref. new version of URS.	1.3
29/09/2022	Minor amends, ref comments from CSM	1 4

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 *services* are to be compliant with the following version of the Minimum Technical Requirements.

Document	Document Title		Version No	Issue date
LIT 13258	Minimum Requirements	Technical	12	December 2021

1 Overview

1.1 Background

- 1.1.1 The Feildes Weir Repair project is one of twelve projects that comprise the Eastern MEICA Sub-programme 1. This sub-programme is comprised of projects where FCERM assets have been deemed 'approaching below required condition', as a consequence of failed, or failing, MEICA components. The sub-programme is one of eight sub-programmes that fall under the Assets Below Required Condition Programme
- 1 1 2 Feildes Weir is a flood defence asset located on the River Lee navigation channel in Hoddesdon, Hertfordshire and North London Area (HNL, hereafter) It serves to direct flow to a relief channel when required, thus reducing the risk of flooding to 2,942 properties. The structure itself consists of a fixed crest weir alongside three electrically operated vertical lift gates. A sheet piled wall separates the flood relief channel from the navigation channel and two small side weirs provide a connection between the two channels downstream thus ensuring a sweetening flow.
- 1 1 3 Feildes Weir is not currently fully functional The actuator on Gate 2 at Feildes Weir is tripping when the gate is moved under load Detailed investigations have concluded that the gearbox and actuator will need to be replaced, amongst others MEICA components. The overall aims of this project have been to identify the root cause of the noted intermittent inoperability on Gate 2, and now to bring the asset back to its intended standard of service.
- 1.1.4 This Scope is limited to Feildes Weir Repair project.

1.2 Previous Studies

1.2.1 In undertaking the *service*, the *Consultant* shall take account of the previous studies detailed in the table below and produce a short technical summary explaining how best use will be made of historical data and other documentation supplied previously as part of the Detailed Asset Inspection stage

Report	Date	Format	Outcomes of study
Feildes Weir condition report Rev 2	04/02/2022	Digital format (enclosed)	Repair solution proposed
Strand 2 MEICA Replacement Project (Phase One)	27/01/2021	Digital format (enclosed)	Investigative steps proposed

Template Version: {_UIVersionString} Security marking: Page 3 of 20

Reference: LIT OFFICIAL

16878

- 1.2.2 The previous studies have been undertaken by or for the *Client* using reasonable skill and care and have been accepted. The *Consultant* shall review the information provided and notify the *Client* of any deficiencies in its adequacy.
- 1 2 3 AD Following this review, and completion of any work required to rectify the deficiencies identified, the *Consultant* will take the risk of any deficiencies in existing data quality and quantity for which they rely on in delivering the *service* and have not been notified to the *Client*

1.3 Objective

- 1.3.1 Feildes Weir is a strategically important asset, maintenance of which has been deemed necessary and economically viable within the 2010 Lower Lee FRM Strategy. There is also a legal duty on the *Client* to maintain the assets constructed under the Lee Conservancy Catchment Board Act 1938, which includes Feildes Weir
- 1 3 2 The Feildes Weir Repair project has two objectives -
 - 1 To restore the Feildes Weir asset to the required condition as cost effectively, and sustainably (by minimising carbon impact) as possible, thus restoring flood defence capability in the locality.
 - 2. To negate the reputational risk to the Client from future flooding attributable, at least in part, to the likelihood of further failure at the Feildes Weir asset
- 1.3.3 The Critical success factors for the project are -
 - 1. Must ascertain root cause of the fault(s) at Feildes Weir (complete).
 - 2 Must explore options to address the fault(s) at the Feildes Weir asset (complete)
 - 3. Must select most cost-effective, and time efficient, option to bring the Feildes Weir asset back to the required standard of service.

2 The service

2.1 Outcome Specification

The current and approved preferred option is -

Template Version: { UIVersionString} Security marking: Page 4 of 20 Reference: LIT OFFICIAL

16878

Project Reference:

- replace the existing gearbox on gate 2 with an appropriate unit from the same manufacturer, and to replace the associated actuator with a Rotork unit.
- scheduled maintenance work on gate 1 & 3

To obtain the necessary approval to proceed with the repair (gate 2) and scheduled maintenance work (gates 1 and 3), there are certain key tasks that the *Consultant* will need to support the *Client* with, including -

- 1. Assist finalising of the Unique Requirements Specification
- 2. Develop the construction methodology
- 3 Update the indicative quote and programme, at a level fit for FBC
- 4. Participate in CDF target cost setting activities
- 5. Assist development of ECC scope for D&B contract to deliver the preferred option

The *Consultant* shall deliver an Early Supplier Engagement (ESE) *service* such that it meets the outcomes listed in this section.

- 2.1.1 The Consultant shall demonstrate sustainability leadership through fully considering and contributing to achieving the Client's environment and sustainability ambitions and targets These are set out in the EA2025 Action Plan, e:Mission 2030 Strategy, the Defra 25 Year Environment Plan and are in line with the principles of sustainability as described by the United Nation's Sustainable Development Goals.
- 2 1 2 The required outcome of this commission is for the Consultant to provide advice and support to the Client, Lot 1 designer and Others to develop and contribute to a Full Business Case (FBC) outline / detailed design from that produced at the previous stage such that it meets the project objectives and enables the scheme to be priced and constructed under an NEC4 Engineering and Construction Contract.
- 2.1.3 The Consultant shall provide advice and guidance on the cost, risks, Safety Health Environmental and Wellbeing (SHEW), programme, working areas required and buildability of any options and designs such that the Client can establish a budget based upon the estimated cost and programme durations used in the OBC-/ FBC
- 2 1 4 The Consultant shall provide advice and guidance on the carbon cost, environmental impact, impact of potential permissions and consent applications, necessary mitigation and opportunities for environmental improvements for any options and designs such that the Client can rely on the appraisal of these in the OBC / FBC.
- 2.1.5 The Consultant shall provide advice and guidance that the following documents are comprehensive and provide the best information available at this stage, inputting as required, to include suitable assurance for each of the following documents:
 - Site Investigation and Ground Investigation scope

Template Version: { UIVersionString} Security marking: Page 5 of 20

Reference: LIT OFFICIAL

- Hazard Plan
- desktop services searches
- Pre-Construction Information Pack
- Design Statement
- Environmental Action Plan
- Construction Method in the EIA
- Information Delivery Plan
- ERIC carbon reporting tool
- 2 1 6 The *Consultant* shall identify any efficiencies achievable in the optioneering and design process such that they can contribute to the *Client's* efficiency targets using the Combined Efficiency Reporting Tool (CERT).
- 2.1.7 Add any project specific requirements.

2.2 Constraints

- 2 2 1 AD: Gate 2 is currently stop logged off At any stage of the works the asset owner will not allow the gate to be opened without some stop logs in place to prevent the upstream pound from emptying should the gate jam in the open position Please refer to the site contingency plan and the Catchment lead for further details
- 2 2 2 AD: The walkway over the weir via which all of the gate headworks are accessed is narrow and also a public right of way.
- 2.2.3 AD: The repair and maintenance work on the gates must be phased, to prevent flow through the asset from being impeded.
- 2.2.4 AD: The repairs will not be permitted during fish spawning season (March 15 June 15 inclusive)

2.3 Consultant Project Management

- 2 3 1 In managing the *service*, the *Consultant* shall follow all the requirements as set out in the Collaborative Delivery Framework (CDF) schedules and the relevant content of the Minimum Technical Requirements.
- 2.3.2 In managing the *service* the *Consultant* shall
 - Contribute monthly to the updates to the project risk register
 - Provide input to project efficiency CERT Form
 - · Attend progress meetings

Template Version: { UIVersionString} Security marking: Page 6 of 20 OFFICIAL

- Produce monthly financial updates and forecasts and expenditure profile, for the contract, meeting the *Client's* project reporting timetable together with progress reports. Monthly financial updates and forecasts to meet *Client* deadlines provided by no later than the 10th day of each month or otherwise agreed at the project start up meeting
- Deliver a monthly progress report in the Client's standard template (Link) giving progress
 against programme, deliverables received and expected and financial and carbon summary
 against programme.
- AD: Attend project board meetings as required.
- Ensure quarterly input into framework performance assessment/environmental Performance Measures.
- AD: Ensure the Consultant's environmental lead-provides monthly progress and risk reviews to the Client and attends progress meetings, as invited.
- Capture lessons learnt relevant to scheme delivery for the Client's PM to include in the scheme lessons learnt log to be appended to the OBC / FBC.
- 2.3.3 The *Consultant* will attend a meeting with the project team including the Environment Agency (EA) Area representative to communicate current understanding of the causes and consequences of flood risk and also:
 - · Any local issues,
 - · External relations to contributors,
 - · Knowledge of stakeholders,
 - Politics and influence local political issues,
 - Reputational risks,
 - Historic relationships,
 - Identify any socio-environmental constraints and potential opportunities for environmental improvements.
- 2 3 4 The Consultant shall attend a site visit with a Senior User representative and other key members of the project team to gain an understanding of site specific risks and constraints, environmental or communication risks and issues. The timings of visits will be agreed by the Client and Consultant. The Client will arrange visits when notified. The Consultant shall identify:
 - Working areas
 - Access requirements
 - Physical constraints

Template Version: { UIVersionString} Security marking: Page 7 of 20

Reference: LIT OFFICIAL

- Easement requirements
- Required compound areas
- Other potential opportunities and constraints
- 2 3 5 The contract will be administered using FastDraft
- 2 3 6 Add any project specific requirements

2.4 Outputs and Deliverables

- 2 4 1 Statement on the buildability report provided by the Lot 1 Delivery Partner, Provide construction methods, sustainability and carbon saving opportunities, temporary works, logistics, procurement, supply chain engagement, costs and SHEW compliance of the shortlist options and outline design / detailed design. preferred option.
- 2.4.2 Indicative (for OBC FBC) Construction programme showing optimum timing of the works in relation to any environmental dependencies, licensing and consenting requirements, programme efficiencies and procurement requirements (e.g. long lead time items)
- 2 4 3 For FBC only The Consultant shall review and comment on the draft ECC scope and provide advice on whether sufficient information is available for the scheme to be priced.
- 2.4.4 The Consultant shall prepare and maintain a Queries Log of issues they have raised, the relevant project partner's responses and how the issues have been incorporated into the project going forward.
- 2.4.5 The Consultant shall develop the construction programme and input into activities, durations and sequence around seasons (e.g. earthworks in the summer months), identification of long lead items (and therefore when does the contract need to be let), ecological constraints, third party constraints, consents, methodologies for key construction activities, delivery durations and associated time risks. This shall include items likely to have contractor ECC design liability.
 - 2 4 5 1 AD: integration with whole life programme collaboration with Lot 1
- 2.4.6 AD: The Consultant shall provide a detailed price estimate sufficient to support target cost setting

marking: Page 8 of 20 Template Version: { UIVersionString} Security Reference: LIT

OFFICIAL

3 Site Investigation

- 3.1.1 The Consultant shall collaborate with the Lot 1 Delivery Partner to review previous reports to identify gaps in existing data and site investigation requirements. The Consultant will use this to inform the scope of any ground or site investigations required to allow proper progression of the appraisal, design and construction methodology
- 3.1.2 The scope and specifications for these further investigations shall be prepared by the Lot 1 Delivery Partner and notified to the *Contractor* by the ESE ECC PM as a change to the Scope.

3.1 Topographic Survey

3 1 3 Add any project specific requirements

3.2 Ground Investigation

3 2 1 Add any project specific requirements

3.3 Ecological surveys

3 3 1 Add any project specific requirements

3.4 Services Search

3.4.1 Add any project specific requirements.

Template Version: {_UIVersionString} Security marking: Page 9 of 20 Reference: LIT OFFICIAL

16878

4 Hydrology and Hydraulics	
4.1 General	
4.1.1. Add any project specific requirements.	

Template Version: {_UIVersionString} Security marking: Page 10 of 20 Reference: LIT OFFICIAL

16878

5 Economic Appraisal

- 5.1.1 The Consultant shall provide advice and guidance on the extent of information available and required to be able to provide a cost of the options and outline design/ detailed design
- 5 1 2 The Consultant shall provide market relevant advice to support on project whole life costs (and carbon), compensation exposure for third parties, input into the pricing strategy and setting adequate budgets
- 5 1 3 The Consultant shall support in ensuring the preferred option costing is within set tolerances, at the earliest opportunity, including input into funding options where feasible.
- 5.1.4 The Consultant shall provide an estimate of cost and carbon for potential solution(s). This will be prepared based upon the information collated to date, the service provided and operational experience. The focus is on the scale and timing of possible costs to be used by the *Client* in the OBC / FBC This should include solution socio environmental mitigation and enhancement costs and an allowance for risk. This estimate should identify the extent of validity of PCT and potential risks of variance to PCT
- 5.1.5 Contribution to specialist areas of the high level cost estimate against a defined scope as requested by the project team. Suitable risk pot established considering stage of project.
- 5.1.6 Add any project specific requirements.

Environmental Assessment

- 6.1.1 AD: The Consultant shall consider sustainability mitigation in the advice and the products they provide. Sustainability is considered in terms of Economic, Environmental and Social considerations. This will include the impact on the ability to satisfy the CEEQUAL criteria scoped into the project
- 6 1 2 AD: The Consultant shall collect and provide data to demonstrate how the scoped CEEQUAL criteria have been met
- 6 1 3 The Consultant shall co ordinate on their site investigation works to enable efficiencies with environmental surveys, e.g. between ground investigations and intrusive archaeological surveys.
- 6.1.4 Add any project specific requirements.

marking: Page 11 of 20 Template Version: { UIVersionString} Security

OFFICIAL

Reference: LIT

16878

7 Option Development – Appraisal / Preferred Option Development – Detailed Design

- 7.1.1 As part of the service the Consultant is to:
 - Work in collaboration with the Client, Lot 1 Delivery Partner, Others and the wider project team to assist in developing the most sustainable and best value outline / detailed design which meets the objectives of the project.
- 7.1.2 The Consultant shall submit marked up drawings with a commentary of the above.
- 7.1.3 The Consultant shall assist the CDF Lot 1 Delivery Partner in identifying:
 - Relevant previous lessons,
 - · Health, safety and welfare issues,
 - Project risks and opportunities including estimating risk realisation and mitigation measures,
 - Opportunities to create enhancements, improve the local environment / amenity value and contribute to urban regeneration,
 - Value engineering options,
 - Carbon reduction opportunities,
 - · Efficiency opportunities for delivery of scheme, and
 - Lessons learnt/experiences during the current project stage.

Template Version: { UIVersionString} Security marking: Page 12 of 20 OFFICIAL

- 7.1.4 The Consultant shall support and advise the CDF Lot 1 Delivery Partner on the preparation of a hazard plan for the short list options and preferred option/ detailed design.
- 7 1 5 The *Consultant* shall collaborate with the *Client* CDF Lot 1 Delivery Partner to undertake the development and definition of the short list of options and preferred option/ detailed design
- 7 1 6 The *Consultant* shall collaborate with the Senior User to ensure that the preferred option/<u>detailed design</u> accounts for ongoing management of assets and asset performance, during construction and that the construction methodology is understood.
- 7.1.7 The *Consultant* shall consider where applicable innovation and technology can be embedded throughout the project, in the design and construction methodology; evaluating on a risk and opportunity basis.
- 7 1 8 The *Consultant* shall advise on how accurate and up to date information on the whole-life cost and carbon is driving optimum solutions at all stages of design development
- 7 1 9 Add any project specific requirements

8 Stakeholder Engagement

- 8 1 1 The Consultant shall act in accordance with their responsibilities as identified in the project Stakeholder Engagement Plan
- 8 1 2 AD: The Consultant shall provide technical support and attend XX no meetings with key external organisations/individuals impacting upon the option selection/detailed design process. The current known stakeholders are identified in Appendix XX.
- 8.1.3 Add any project specific requirements.

Template Version: { UIVersionString} Security marking: Page 13 of 20 OFFICIAL

Health and Safety

- 9.1.1 Health, Safety and Wellbeing (HSW) is the number one priority of the *Client*. The Consultant shall promote and adopt safe working methods and shall strive to deliver solutions that provide optimum HSW to all
- 9 1 2 The Consultant shall follow and comply with the requirements outlined in the Safety, Health Environment and Wellbeing (SHEW) Code of Practice (LIT 16559)
- 9 1 3 The Consultant shall cooperate with the Principal Designer and all other CDM duty holders on the project
- 9.1.4 For ECC only The Consultant shall fulfil the Principal Contractor (PC) role and discharge the duties in accordance with the requirements of the Construction (Design and Management) Regulations 2015 and in particular regulations 12, 13, 14, 15 and part 4.
- 9.1.5 The Consultant shall be expected to undertake the role of Principal Contractor for the duration of the project
- 9 1 6 AD: The Consultant shall fulfil the role of a Designer and discharge the relevant duties of the Construction (Design and Management) Regulations 2015 and follow BS 5975: 2019 for any temporary works design required at this stage
- 9.1.7 AD: The Consultant shall fulfil the role of a Designer and discharge the relevant duties of the Construction Design and Management Regulations 2015 for any elements of the design of the permanent works for which they are responsible.
- 9.1.8 Add any project specific requirements.

10 Business Case Submission

- 10 1 1 The Consultant shall review and provide comment on the business case prior to submission to ensure their inputs represent a complete understanding of the scope and risks within
- 10 1 2 The Consultant shall review the draft business case to advise if the preferred option/ detailed design is accurately represented, in terms of definition, description, drawings, associated risks and opportunities.
- 10.1.3 Add any project specific requirements.

Template Version: { UIVersionString} marking: Page 14 of 20 Security Reference: LIT

OFFICIAL

11 Carbon

- 11.1.1 Carbon emissions shall be identified and assessed on a strategic whole life basis (cost and benefit) in the economic appraisal of options and also as a specific operational target (carbon budget) of the *Client*
- 11 1 2 The baseline carbon budget for the project has been set to X. The Consultant is required to support the Client and the Lot 1 consultant to reduce the project carbon footprint by XX% (define this following review)
- 11 1 3 The Consultant shall provide assurance of and input in to the use of the ERIC carbon calculator.
- 11.1.4 AD: The Consultant shall provide advice and guidance on the whole life project carbon costs.
- 11.1.5 AD: The Consultant shall provide support for an estimate of the carbon cost for the short list options and preferred option/detailed design.
- 11 1 6 AD: The *Consultant* shall provide advice and guidance on further carbon reductions that may be obtainable in further detailed design/ during construction
- 11 1 7 AD: The works shall comply with the *Client's* Minimum Technical Requirements for sustainability 801 14
- 11.1.8 AD: The *Consultant* shall take a proactive approach aiming to lower the carbon footprint of the works by proposing changes to the *Client* involving lower carbon footprint solutions when opportunities are identified.

12 General

12.1.1 AD: The Consultant shall liaise with the Client's MEICA team to clarify the specific requirements for the preferred solution, and to help refine the User Requirement Specification (URS), provided by the Client's MEICA team, before estimating the final cost of the preferred option. The URS is provided in Appendix 2.

Template Version: { UIVersionString} Security marking: Page 15 of 20

OFFICIAL

16878

Reference: LIT

13 Relevant guidance

13.1.1 The *Consultant* shall deliver the *service* using the following guidance. The following list gives typical examples, not all will be applicable to the individual schemes and is not an exhaustive list:

Ref	Report Name	Where used
LIT13219 Including all supplementary documents	Meica Standard Specification	Throughout
LIT 16559	Safety, health environment and wellbeing (SHEW) Code of Practice	Throughout
183 05	Data management for FCRM projects	Mapping and modelling
379 05	Computational Modelling to assess flood and coastal risk	Modelling
LIT 14847	Risk Guidance for Capital Flood Risk Management Projects	Option development
OI 120_16	Whole-life Carbon Planning Tool	Option development
LIT 14284	Whole Life (Construction) Carbon Planning Tool User Guide	Option development
	Access for All Design Guide	Option development
	Project Cost Tool	Costs
LIT 12982	Working with Others: A guide for staff	Consultation & Engagement
Gov uk	Appraisal Guidance Manual	Business case development
672 15 SD03	Business case template 5 case Model	Business case development
672 15 SD02	Short Form Business case template	Business case development
LIT 4909	Flood and Coastal Erosion Risk Management appraisal guidance (FCERM-AG)	Business case development
	Flood and Coastal Erosion Risk Management: A Manual for Economic Appraisal (the 'Multi Coloured Manual')	Business case development
OI 1334_16	Benefits management	Business case development
Gov.uk	Partnership Funding Calculator Guidance	Business case development
LIT 15030	The Investment Journey	Business case development
LIT 55124	Write a Business Case	Business case development
LIT 14953	FCRM Efficiency Reporting – capital and Revenue	Business case development

Template Version: { UIVersionString} Security marking: Page 16 of 20

Reference: LIT

OFFICIAL

Ref	Report Name	Where used
LIT 12280	Lessons Log template	Business case development
LIT 55096	Integrated Assurance & Approval Strategy	Approvals

14 Requirements of the Programme

- 14.1.1 The Consultant shall provide a detailed programme in Microsoft Project format version 2016 meeting all requirements of clause 31 of the conditions of contract.
- 14.1.2 The Consultant shall provide a baseline programme for the project start up meeting and shall update the programme monthly for progress meetings with actual and forecast progress against the baseline. The programme shall also include alignment and submission of the BIM Execution Plan (BEP) and Master Information Delivery Plan (MIDP)
- 14 1 3 The programme shall cover all the activities and deliverables in the project from the Consultant and Others and include all major project milestones from commencement to the end of the service.
- 14.1.4 The Consultant shall produce a programme such that the following milestone dates are achieved.

Date	Event
TBA	Approval of FBC
TBA	ECC contract award
TBA	Construction complete

- 14.1.5 The Consultant shall identify key programme constraints that could prevent a scheme from starting or completing as planned.
- 14.1.6 The following are absolute requirements for Completion to be certified:
 - Population of the Client's latest version of the Project Cost and Carbon Tool, or its successor
 - Transfer to the Client of BIM data
 - Clause 11.2(2) work to be done by the Completion Date.

14 1 7 Add any project specific items

Template Version: { UIVersionString} marking: Page 17 of 20 Security OFFICIAL

Reference: LIT 16878

15 Services and other things provided by the Client

- 15.1.1 Access to Environment Agency systems and resources including:
 - Asite
 - FastDraft
 - Collaborative Delivery Community SharePoint access
- 15 1 2 Letter of Appointment of Principal Contractor
- 15 1 3 Site access authorisation letter(s)
- 15 1 4 Previous studies listed in Section 1 2 1 The *Client* will provide the previous studies within two weeks of contract award.
- 15.1.5 Add any project specific items

16 Data

Requirements for the handling of project data are covered by the framework schedules Add any project specific requirements here.

- 16.1.1 The Consultant will review and provide advice to the Client with regards to transitional, security and construction risks, opportunities and constraints of the intended Building Information Modelling (BIM) approach by the Client's CDF Lot 1 Delivery Partner. The Consultant shall contribute to the Information Delivery Plan (IDP) in line with BIM best practice
- 16 1 2 Add any project specific requirements

Template Version: { UIVersionString} Security marking: Page 18 of 20 OFFICIAL

17 Client's Advisors

- 17.1.1 The *Client* for the Contract is represented by the Programme & Contract Management (PCM) team, primarily the EA Project Manager and in their absence the Project Executive Instructions are only valid when given by the *Service Manager*
- 17 1 2 The *Client* has a number of advisory departments. Instructions will only be deemed enacted from them when they are confirmed by an Instruction from the *Service Manager*. These departments include Asset Performance, MEICA, Partnership & Strategic Overview, NEAS, etc.
- 17.1.3 The *Client's* organisation has a regulatory function. Communications from the Environment Agency in its capacity as a regulator are not to be confused with communications as the *Client* or the *Service Manager / Project Manager*.

18 Client Documents the Consultant Contributes to

- 18.1.1 The *Client* maintains several project documents, the *Consultant* is required to contribute to these *Client* owned documents:
 - Project Risk Register
 - Project Efficiency CERT Form
 - Scheme Lessons Learnt Log
 - Project Cost Tool (PCT)

18 1 2 Add any project specific requirements

Template Version: { UIVersionString} Security marking: Page 19 of 20 Reference: LIT OFFICIAL

Appendices

Appendix 1 – BIM Protocol

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

All *Client* issued information referenced within the Information Delivery Plan (IDP) requires verifying by the *Consultant* unless it is referenced elsewhere within the Scope. https://www.asite.com/login-home

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

Appendix 2 – Add extra appendices as required

- 1 Feildes Weir User Requirement Specification (URS) Rev A 1
- 2. Feildes Weir condition report Rev 2 04/02/2022
- 3. Strand 2 MEICA Replacement Project (Phase One) 27/01/2021
- 4 NEAS Advice Note Feildes Weir Investigation Stage

Template Version: {_UIVersionString} Security marking: Page 20 of 20 Reference: LIT OFFICIAL

16878