

Environment Agency
NEC4 professional services contract (PSC)
Scope

Project / contract Information

Project name	KSL Navigation Capital Maintenance Programme - Early Supplier Engagement
Project SOP reference	ENV0004741C
Contract reference	35805
Date	28/02/2022
Version number	0.9
Author	Jo Anderson

Revision history

Revision date	Summary of changes	Version number
25/11/2021	First Issue	0.1
01/12/2021	Review with delivery partners	0.2
21/01/2022	Updated following discussions with EA team	0.3
24/01/2022	Discussed with Delivery Partners lead and support roles	0.4
31/01/2022	Review and removal of tracked changes	0.5
07/02/2022	Comments from JBA	0.6
11/02/2022	EA update for CSM Review	0.7
28/02/2022	Bravo ref added	0.8
11/03/2022	CSM review 03/03/2022 and amendments	0.9

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 Technical Requirements	v12	30/12/21

1.0 Overview

1.1 Objectives

1.1.1. The objectives of this contract are to work in collaboration with the *Client* and Collaborative Delivery Framework Lot 1 Delivery Partner to:

- I. Develop a detailed programme of work for the Kent and South London (KSL) Area Navigation Capital Maintenance Programme 2022/23 in line with current expected funding levels for this period.
- II. Develop an outline programme of work for the Kent and South London (KSL) Area Navigation Capital Programme 2023/24 to 2026/27, in line with current expected funding levels for this period.
- III. Develop the KSL Area Navigation Capital Maintenance Programme in a way that ensures the *Client* meets their legal obligations and contributes to the *Client's* targets and objectives.
- IV. Carry out initial assessment, appraisal, design and / or the drafting of construction invitation to tender documents for specified projects to facilitate delivery of the KSL Area Navigation Capital Maintenance Programme 2022/23 or future years.

1.1.2. This commission, with support from the Lot 1 consultant, shall deliver by:

31 March 2022:

- a) Detailed programme of work for the KSL Area Navigation Capital Programme 2022/23. The programme is to cover projects with construction start in 2022/23 and projects with consultancy start in 2022/23 and construction in later years, with priority given to delivering the construction start programme by end March 2022. The programme will be subject to periodic updates in response to increased information, project activity and budgets.

31 May 2022:

- b) An outline programme of work for the KSL Area Navigation Capital Programme from 2023/24 to 2026/27 which demonstrates that expected funding levels can be met.

1.1.3. This commission shall support the Lot 1 consultant to deliver by:

30 April 2022:

- a) Initial assessments and / or NEC4 PSC Scopes for projects identified on the KSL Area Navigation Capital Programme Maintenance 2022/23 for delivery in this period.

31 May 2022:

- b) Initial assessments and / or NEC4 PSC Scopes for projects identified on the KSL Area Navigation Capital Programme 2023/24 for delivery in this period.

Initial assessments would typically include, and not be limited to: strategic alignment, site constraints, consents and permits, critical success factors, options or single solution, initial costs, risks, key steps etc.

1.2 Outcome Specification

The *Consultant* shall:

- 1.2.1 Work with the *Client* and the CDF Lot 1 consultant to deliver Early Supplier Engagement (ESE) input to develop a detailed programme of work for the KSL Area Navigation Capital Maintenance Programme 2022/23. An outline programme of work for each financial year up to 2026/27 shall also be produced in line with current expected funding levels for this period.
- 1.2.2 Work with the *Client and* CDF Lot 1 consultant at the outset to agree the workload split for the delivery of this Scope. This should be set out in the Contract programme defined in Section 5 of this Scope. The *Consultant* shall collaborate, plan and co-ordinate input with the *Client* and CDF Lot 1 consultant throughout this commission to ensure that the required outputs are delivered.

As part of development of the KSL Area Navigation Capital Programme described in 1.2.1 the *Consultant* shall:

- 1.2.3 Review and update a summary copy of the current Medium-Term Plan (MTP) for KSL, with support from the Lot 1 consultant. The *Client* will provide a template.
- 1.2.4 Support the Lot 1 consultant to carry out a desk-based review of all available condition information, surveys and reports relating to KSL Area Navigation assets (e.g. locks and associated lock site buildings, weirs, landings, and bridges), building on information being reviewed as part of existing contracts.
- 1.2.5 Support the Lot 1 consultant to report on any data gaps or uncertainties for resolution and identify where FSoD approval is still to be gained; Note: gaining FSoD approval for projects for April 2022 onwards will be considered via a separate commission.

- 1.2.6 Carry out site visits to familiarise themselves with the sites and any local constraints.
- 1.2.7 Liaise with specialist suppliers and other potential members of the supply chain to inform development of the programme, with support from the Lot 1 consultant.
- 1.2.8 Map-out niche skills available from specialist suppliers and other potential members of the supply chain, with support from the Lot 1 consultant.
- 1.2.9 Work with the *Client's* National Navigation team to consider how supply chains can be supported and developed to help support delivery. It is not the intention of the *Client* to nominate sub-contractors but use of FCERM (Flood & Coastal Erosion Risk Management) Operational Framework contractors who are familiar with Navigation assets will be regarded favourably. This activity will be led by the *Consultant* and supported by the Lot 1 consultant.
- 1.2.10 For specified projects, the *Client* may instruct the *Consultant* to support the Lot 1 consultant to identify, prepare and obtain the required notices, consents, licences, permits, and permissions needed to facilitate delivery of the KSL Area Navigation Capital Programme 2022/23 or future years.
- 1.2.11 In consultation with the *Client's* Cost and Carbon team, and with support from the Lot 1 consultant, provide estimates of project budget costs to inform programme development.
- 1.2.12 Support the Lot 1 consultant to identify risks for each of the projects in the KSL Area Navigation Capital Maintenance Programme 2022/23 and risks for the overall programme.
- 1.2.13 For specified projects in the KSL Area Navigation Capital Maintenance Programme 2022/23, the *Client* may instruct the *Consultant* to support the Lot 1 consultant to undertake initial assessment, appraisal, design and / or the drafting of construction invitation to tender documents.
- 1.2.14 In undertaking the above services, the Lot 1 consultant supported by the *Consultant* shall carry out consultation with appropriate members of the *Client's* team including, but not limited to: Area Navigation Programme Manager, Area Asset Performance Team, NEAS (National Environmental Assessment & Sustainability), Fisheries, Biodiversity and Geomorphology (FBG) team, Public Safety Risk Assessment (PSRA) assessors, Waterways team leaders, Estates team.

- 1.2.15 When developing the programme, the *Consultant* shall consider *Client* legal obligations as the Navigation Authority, urgency, cost, technical suitability, environmental impact, efficiencies, innovation, sustainability, carbon, biodiversity net gain and social outcomes.

1.3 *Consultant* Project Management

The *Consultant* shall:

- 1.3.1 Conduct day-to-day management of project delivery. The *Client* and *Consultant* shall adopt a suitable project management approach (such as Prince2 or equivalent), utilising standard Client tools and templates where necessary or practicable.
- 1.3.2 Maintain weekly verbal contact with the Service Manager.
- 1.3.3 Chair monthly progress meetings and produce timely meeting minutes for the *Client* to issue.
- 1.3.4 Work with the project team to develop and maintain a collaborative environment. This will include:
- Attending an onboarding session
 - Sharing onboarding material with any new team members from their organisation.
- 1.3.5 Develop of a team charter.
- 1.3.6 Organise and facilitate interactive planning sessions.
- 1.3.7 Produce monthly financial updates and forecasts, together with progress reports, on the 5th of each calendar month or the following working day if it falls on a weekend or bank holiday. This will include a breakdown of all expenditure to date and forecast future expenditure. In addition, this will identify and provide an estimated valuation of all outstanding compensation events and an estimated value to Completion. A summary progress report shall be provided in PowerPoint for Navigation IDMT subgroup and KSL Navigation Capital Board.
- 1.3.8 Provide an integrated report and forecast of the information detailed in 1.3.7.
- 1.3.9 Make use of the *Client* web-based contract management system (FastDraft).

- 1.3.10 Use the *Client's* web-based project collaboration tool (ASITE) for the storage of project deliverables and documentation.
- 1.3.11 Complete all documentation to BIM (Building Information Modelling) standards in line with the CDF requirements.
- 1.3.12 Provide product descriptions for key products that the *Consultant* will produce. Agree and review the list of products with the *Client* and submit product descriptions for the *Client's* approval before commencing work on each product.
- 1.3.13 Demonstrate that consideration has been given to reduce the carbon impacts to support the *Client's* aim to be carbon net zero by 2030 in all reports and deliverables.
- 1.3.14 The *Consultant* shall support in the identification of project efficiencies through active contribution to the Efficiency Target and the Risk, Issues, Opportunity, and Efficiency Register.

2 In managing the services the *Consultant* shall:

- 2.1** The *Consultant* shall make use of the previous studies, provided via SharePoint, which will include but not be limited to:
- KSL Area Medium Term Plan (MTP) to 2026/27
 - KSL Capital Programme 21-22 to 24-25 Final
 - KSL_Capital Projects 21-22 to 24-25 Final.xlsx
 - Project Summaries / Proformas
 - KSL_00#_Medway_Allington Depot Improvements.docx
 - KSL_00#_Medway_Allington Lock DS Landing stage.docx
 - KSL_00#_Medway_Allington Lock US Landing stage.docx
 - KSL_00#_Medway_Allington Lock.docx
 - KSL_00#_Medway_Allington Sluice.docx
 - KSL_00#_Medway_Anchor Auto Sluice Replacement.docx
 - KSL_00#_Medway_Branbridges weir repair-replacement.docx
 - KSL_00#_Medway_East Farleigh Sluice Replacement.pptx
 - KSL_00#_Medway_Hampstead Sluice Package.docx
 - KSL_00#_Medway_Investigate Tonbridge Water Retention.docx
 - KSL_00#_Medway_Lock Gate Replacement Program.docx
 - KSL_00#_Medway_Medway Bridges Package 1.docx
 - KSL_00#_Medway_Medway Bridges Package 2.docx
 - KSL_00#_Medway_Refurbishment of automatic sluices.docx
 - KSL_00#_Medway_Teston Sluice.docx
 - KSL_00#_Medway_Yalding Lifting Bridge.docx
 - KSL_00#_Rye Harbour_Asset Inspections.docx
 - KSL_00#_Rye Harbour_EPHM Nav Project.docx
 - KSL_00#_Rye Harbour_ERSW.docx
 - KSL_00#_Rye Harbour_Simmons Quay Ropes.docx
 - KSL_00#_Rye Harbour's Slipway Pontoon.docx

- KSL_00#_Rye Harbour_Strand Quay access.docx

- A list of existing assured projects in the two Programme level Full Business Cases (FBCs) and associated Business Case Update Reports BCURs
- Asset condition information
- Weirs and sluices programme information
- Asset inspection surveys and reports

2.2 In addition, local knowledge of assets and user requirements will be provided by members of the KSL Area Asset Performance Team and the KSL Area Waterways team.

2.3 The *Consultant* will be provided with the prioritisation ranking for all programme schemes and the prioritisation methodology used to generate the prioritisation rankings.

3 Specifications of standards to be used

3.1 Health and safety

Health and safety 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 safety to all.

3.2 Guidance documents

Title	Date	Format	Notes
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	May 2018	PDF	Ref: 667_15
Minimum Technical Requirements (MTR)	Dec 2021	PDF	V12
Minimum technical requirements (MTR): environmental sustainability, design, and management			Ref: 801_14
Manual of technical guidance for risk management in ncpms projects			Ref: OI (Operational Instruction) 152_10
Equality Act Analysis Guidance			Ref: 829_13
SOC (Strategic Outline Case) template			
Project Cost Tool			
Flood and Coastal Erosion Risk Management – Appraisal Guidance (FCERM-AG)			

Multi Coloured Manual			
Business Case Guidance			Ref: 672_15
Data management for Flood Risk Management projects and good data management considerations			Ref: 183_05
Partnership Funding Guidance: Calculate grant-in-aid funding for flood and coastal erosion risk management projects	17/04/2020		Updated partnership funding guidance released April 2020
PF (Partnership Funding) calculator version 9			
Working with Others guidance 2016		PDF	Available from Client
Deciding how much engagement is required – long version (updated October 2013)		Word	Available from Client

3.2.1 The *Consultant* ensures they adhere to any relevant guidance and legislation.

3.2.2 The *Consultant* ensures the options are compliant with relevant habitat regulations.

4 Constraints on how the *Consultant* Provides the Services

- 4.1 The *Consultant* shall not discuss the projects' study areas' risk or environmental status with any stakeholders without previous agreement from the *Service Manager*.
- 4.2 The *Consultant* shall not exceed the forecast of the total Defined Cost for providing the *services* without obtaining the *Service Manager's* prior written confirmation to proceed and raising an Early Warning under Cl. 15.
- 4.3 The *Consultant* shall ensure that appropriate use is made of existing data, to avoid duplicating work already undertaken. In addition, any other existing sources known to the *Consultant* should be utilised.
- 4.4 When producing the KSL Area Navigation Capital Maintenance Programme, the *Consultant* shall be aware that any works that are likely to require a lock closure should be programmed for construction within the low boating season i.e., early November to end March. However, the *Consultant* should consider how work can be carried out at other times in ways that would not disrupt navigation and would avoid navigation closures.

5 Requirements of the programme Contract Programme

5.1 Requirements

- 5.1.1 The *Consultant* shall provide a project plan in Microsoft project format version that is compatible with the *Client's* software.
- 5.1.2 A baseline programme shall be provided for the project start up meeting and this will be updated monthly for progress meetings with actual and forecast progress against the baseline.
- 5.1.3 Following agreement of task allocation with the CDF Lot 1 consultant as set out in Section 1 the programme shall cover all the activities to be undertaken by the *Consultant* and shall include all major project milestones from commencement to the end of the *services*.
- 5.1.4 Following acceptance of the *Consultant's* programme the *Consultant* and the Lot 1 consultant shall collaborate to produce a coordinated summary master programme.
- 5.1.5 The *Consultant* shall include adequate consultation periods in the programme to allow for the *Client* to review and revise documents and input into draft scopes and other relevant outputs.
- 5.1.6 The *Consultant* shall allow for weekly update calls and monthly progress meetings.
- 5.1.7 In addition to progress meetings, two workshops with *Client's* key staff should be allowed for in the programme – the first early in the commission to agree criteria for prioritising the KSL Area Navigation Capital Maintenance Programme and the second to agree the programme of prioritised sites prior to the development of project level activities.
- 5.1.8 The *Consultant* shall give the *Client* a minimum 10 working day review period of the draft outputs.
- 5.1.9 The programme shall take into account the following milestones/timescales:

Deliverable	Delivered by
KSL Area Navigation Capital Maintenance Programme 2022/23 – draft for input by <i>Client</i> following second workshop	Start in January 2022
Detailed KSL Area Navigation Capital Maintenance Programme 2022/23	31 st March 2022
Initial assessments and / or NEC4 PSC Scopes for projects identified on the KSL Area Navigation Capital Maintenance Programme 2022/23 for delivery in this period.	30 th April 2022
Initial assessments and / or NEC4 PSC Scopes for projects identified on the KSL Area Navigation Capital Maintenance Programme 2023/24 for delivery in this period.	31 st May 2022
An outline programme of work for the KSL Area Navigation Capital Maintenance Programme from 2023/24 to 2026/27 which demonstrates that expected funding levels can be met.	31 st May 2022

5.2 Completion

5.2.1 The following are absolute requirements for Completion to be certified. The *Consultant* shall provide to the *Client*:

- A sufficiently developed KSL Area Navigation Capital Maintenance 2022/23 Programme with all associated documentation as outlined in Section 1 above
- An outline programme for each year to 2026/27 in line with expected funding levels

5.2.2 All documentation shall be approved by the *Client* and uploaded to Asite. The programme outputs shall be provided in a format which can be uploaded to SharePoint, i.e. to allow incorporation into the National Navigation Medium Term Plan (MTP).

6 Information Management

6.1 Data and Information Management and Intellectual Property Rights.

6.1.1 All of the data listed as being supplied to the *Consultant* as part of this study remains the Intellectual Property of the *Client*.

6.2 Data Custodianship

- 6.2.1 The data custodian for project deliverables from this commission will be the Partnership and Strategic Overview team.

6.3 Licensing Information

- 6.3.1 Licences for LiDAR Data, Ordnance Survey mapping, model, survey, hydrometric and historical data will be provided to the *Consultant* upon award of this commission.

6.4 Data management and metadata

- 6.4.1 The *Client* populates a metadata database called the information asset register (IAR). It is a requirement that all information produced by modelling work is appropriately tagged with metadata. The *Client* will supply an IAR spreadsheet (and any supplementary local metadata requirements if appropriate) where all relevant metadata can be recorded and handed over on project completion.

6.5 Data security

- 6.5.1 All model and survey information will be provided to the *Consultant* in an encrypted format (using WinZip 128-bit encryption) according to *Client* data security policy. It is expected that once the commission is completed, all the original data sent to the *Consultant*, which is classed as commercially sensitive, is returned in an encrypted format using WinZip 128-bit encryption.
- 6.5.2 Project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data must also be returned in an encrypted format using WinZip 128-bit encryption.

6.6 Client Advisors

- 6.6.1 The *Client* has several advisory departments. Instructions will only be deemed enacted from them when they are confirmed by an Instruction from the *Service Manager*.