



Framework:
Supplier:
Company Number:

Client Support Framework

Geographical Area:
Project Name:
Project Number:

National
Canal & River Trust Grant Review – Technical Asset Assessment
33124

Contract Type:
Option:

Professional Service Contract
Option A

Contract Number:

Stage:

Study_or_Service_NOT_Design

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework

CONTRACT DATA

Project Name

Canal & River Trust Grant Review – Technical Asset Assessment

Project Number

33124

This contract is made on
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the “Agreement”) dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference

Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.

The following documents are incorporated into this contract by reference
33124 - CRT Grant Review - Price Schedule
33124 - CRT Grant Review - PSC Scope

Part One - Data provided by the *Client*

Main
Option

Option A

W2

- X2: Changes in the law
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- X18: Limitation of liability
- 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

A review will assess the Trust’s stewardship of the waterways and consider whether government support should continue beyond 2026/27 (when the current arrangement ends). This technical assessment will support that review by enabling Defra to understand the Trust’s performance in relation to its management of and expenditure on the physical infrastructure.

The *Client* is

Department for Environment, Food & Rural Affairs (DEFRA)

Address for communications

Address for electronic communications

The *Service Manager* is

Address for communications

Address for electronic communications

The Scope is in
33124 - CRT Grant Review - PSC Scope

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

6 years following Completion or earlier termination

The following matters will be included in the Early Warning Register

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

2 The Consultant's main responsibilities

The <i>key dates</i> and <i>conditions</i> to be met are		
<i>condition</i> to be met		<i>key date</i>
'none set'	'none set'	
'none set'	'none set'	
'none set'	'none set'	

The <i>Consultant</i> prepares forecasts of the total <i>expenses</i> at intervals no longer than	4 weeks
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3 Time

The <i>starting date</i> is	09 September 2021
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The <i>Client</i> provides access to the following persons, places and things access	<i>access date</i>
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The <i>Consultant</i> submits revised programmes at intervals no longer than	4 weeks
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The <i>completion date</i> for the whole of the <i>service</i> is	10 December 2021
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The period after the Contract Date within which the <i>Consultant</i> is to submit a first programme for acceptance is	4 weeks
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4 Quality management

The period after the Contract Date within which the <i>Consultant</i> is to submit a quality policy statement and quality plan is	4 weeks
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The period between Completion of the whole of the <i>service</i> and the <i>defects date</i> is	26 weeks
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5 Payment

The <i>currency of the contract</i> is the	£ sterling
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The <i>assessment interval</i> is	Monthly
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The *expenses* stated by the *Client* are as stated in Schedule 6.

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

The locations for which the <i>Consultant</i> provides a charge for the cost of support people and office overhead are	All UK Offices
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The <i>exchange rates</i> are those published in	
on	

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	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>	£5 million in respect of each claim, without limit to the number of claims	12 years
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>) <i>arising</i> from or in connection with the <i>Consultant</i> Providing the Service	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
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		[REDACTED]

Resolving and avoiding disputes

The <i>tribunal</i> is		litigation in the courts
The <i>Adjudicator</i> is	[REDACTED]	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>Adjudicator nominating body</i> 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 replace with:
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

In second bullet of 11.2 (18) add:
(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).
Add the following additional bullets after 'and the cost of ' :

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

When appointing *Consultants* on a secondment basis only:

Add clause 19
19.1 The *Client* will from starting date to Completion Date indemnify the *Consultant* against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable opinion of the *Client* , arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the *Consultant* ;
or
19.1.2 The *Consultant* has acted contrary to the *Service Manager's* reasonable instructions or wholly outside the scope of the *Consultant's* duties as defined by the *Service Manager* .

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 6.

Z7 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* under this contract or a previous contract 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.

Z8 Requirement for Invoice

Insert the following sentence at 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 insert the following:

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

Z9 Conflict of Interest

The *Consultant* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Consultant* (including without limitation its reputation and standing) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the *Client*, the *Client*, in its sole discretion, may terminate this Contract.

Z10 Change in Control

The *Consultant* shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a *Consultant* Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract with immediate effect by notice in writing and without compensation to the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the *Client* becomes aware of the Change of Control, but shall not be permitted to terminate where the Client's prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the Service Manager in writing in accordance with the Contract, and with express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or diminution of the obligations established by the Contract.

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 X10: Information modelling

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

OPTION X18: Limitation of liability

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

[REDACTED]

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

[REDACTED]

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

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

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

Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term beneficiary

Part Two - Data provided by the *Consultant*

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

1 General

The *Consultant* is
Name and company number

Address for communications

Address for electronic communications

[Redacted]

The *fee percentage* is

Option A

[Redacted]

The *key persons* are

Name (1)
Job
Responsibilities
Qualifications
Experience

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

The *key persons* are

Name (2)
Job
Responsibilities
Qualifications
Experience

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

The *key persons* are

Name (3)
Job
Responsibilities
Qualifications
Experience

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

The *key persons* are

Name (4)
Job
Responsibilities
Qualifications
Experience

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

The *key persons* are

Name (5)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (6)
Job
Responsibilities
Qualifications
Experience

[Redacted]

The *key persons* are

Name (7)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

- Data for the project is not available or difficult to obtain, impacting programme
- Difficulties arranging meetings with key stakeholders, leading to delays
- Difficulties arranging site visits, leading to delays
- Data for the project is insufficient to form the basis of firm conclusions
- The asset sample is unrepresentative of the CRT (a risk in all sample-based assurance), leading to incorrect conclusions
- Data is not fully available until interim report is produced, leading to significant rework and delays.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5 Payment

The *activity schedule* is

[REDACTED]

The tendered total of the Prices is

[REDACTED]

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]

Address for communications

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Address for [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

for and on behalf of the Environment Agency

[Redacted]

Consultant execution

Signed Underhand by [Redacted]

for and on behalf of

[Redacted]

PSC Scope template

NEC4 professional services contract (PSC)



Environment
Agency

412_13_SD02



Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	Canal and River Trust Grant Review - Technical Asset Assessment
Project SOP reference	N/A
Contract reference	Project_33124
Date	14 July 2021
Version number	1
Author	

Revision history

Revision date	Summary of changes	Version number
	First issue	

Details of the Scope

Details of the Scope are as follows.

1. Description of the work:

The Canal and River Trust was set up in 2012 to manage a 2000-mile waterways network comprising a variety of assets including canals, embankments, reservoirs, bridges, culverts, aqueducts, pumping stations, weirs, sluices locks and flood gates. The Trust monitors these assets, grades their condition, assesses the risks associated with them and prioritises maintenance and repair in line with their findings. An annual grant from the government is provided to support this work. A review will assess the Trust's stewardship of the waterways and consider whether government support should continue beyond 2026/27 (when the current arrangement ends). This technical assessment will support that review by enabling Defra to understand the Trust's performance in relation to its management of and expenditure on the physical infrastructure. The review will focus on the Trust's management of its asset base since its creation in 2012.

Defra would like to engage with a Consultant who can provide independent assurance, in the unique heritage and environmental context of the Trust's 200-year old canal network (comprising listed properties, scheduled monuments, conservation areas and Sites of Special Scientific Interest). The assessment will be based on data and documentation provided by the Trust. The Consultant will be asked to make some comparison to the Trust's asset management with its predecessor British Waterways.

Details of supporting documents:

Annex A is background to the Trust.

Annex B is the questions which have been put to the Trust to generate the data for this project.

Annex C is the template which the Trust will provide showing high level details of its assets

Annex D is a sample confidentiality letter which will be required to signed by the successful Consultant.

Objective

Defra requires a Consultant to assess and assure:

1. Condition of the Trust's assets;
2. How spend is allocated to asset maintenance;
3. Safety;
4. Compliance with statutory requirements;
5. Water and flood management; and
6. Projections provided by the Trust for asset management through to 2036/37.

2. Requirements:

Deliverables		Responsible party	When
1	Induction meeting. 2.5 hours minimum, to cover introduction, background, and the Trust to answer Consultant's questions and discuss assumptions. Remote access meeting, to involve lead project team members.	Defra	Week 1
2	Formal monthly meeting Defra-Consultant-CRT (Sept, Oct, Nov). Remote access meeting, to involve lead project team members. Purpose: <ul style="list-style-type: none">• Progress to the programme and tasks.	Defra, Consultant, CRT	Week 2

	<ul style="list-style-type: none"> Review outstanding actions against each of the tasks? Any challenges or risks that have been identified? Performance against KPIS 		
	Having made an initial assessment of the data provided by CRT, the Consultant will identify any key information gaps and seek additional data from CRT. When the Consultant requires further data from the CRT, either the data or an estimate of the time required to provide the data will be provided within five working days. In the specific case of a request for basic information on a specific asset, this will be provided within the five working days.	Consultant/CRT	Week 7
	Interim report. 1 page per sub question completed. Word, Ariel 12.	Consultant	Week 10
	Monthly informal meetings Consultant - CRT (Sept, Oct, Nov). Remote access meeting, to involve lead project team members.	Consultant	Monthly tbc
	Regular informal meetings (2 weekly) Consultant - Defra team (Sept, Oct, Nov). Remote access meeting, to involve lead project team members.	Defra	Twice weekly tbc
	Monthly progress reports on progress against questions and to flag any risks to delivery.	Consultant	Monthly tbc
	<p>Site visits (tentative timing and location as follows, specifics of what to inspect to be based on Consultants' risk-based assessment)</p> <p>West Midlands: 22nd September 2021</p> <p>North West, Midlands, Yorkshire, North East: 13th and 19th October 2021</p> <p>London and South East, Wales, South West, East Midlands: 29th September, 6th October, 3rd November 2021</p>	Consultant/CRT	tbc
	Final report. 2-5-page per sub question. Word, Ariel 12.	Consultant	Week 12

Skills and experience

- Skills and experience required include, but are not limited to:
 - Knowledge of waterways infrastructure and associated maintenance challenges broken down by sector (bridges, reservoirs, towpaths, embankments see Annex A for list of principle asset types)
 - Excellent report writing and assessment methods
 - Expert ability to manage and undertake research in a sensitive context, in collaboration with key stakeholders.

The Consultant shall only use people in delivery of the work who are suitably experienced. The Client recognises the specialist nature of the skills required and we encourage due consideration to the best way of providing the necessary expertise.

3. Outcome Specification

NB Numbering is for our purposes, unrelated to the section of the Scope Template.

1. Asset condition

Using a mix of desk-based research, virtual visits, in person site visits and engineering assessments spot checks, assess and report on the condition of the Trust's asset base. This will be done using a representative set of assets i.e. a set of assets to be selected by the Consultant to examine in detail, which is representative of the full asset base. The Trust will provide a high-level overview spreadsheet of its principal and non-principal assets. A blank draft of this spreadsheet is at Annex C. The Consultant will identify a representative set of assets using the methodology outlined in the CSF Project Proposal Proforma (which will show the design of the sampling frame and the % of principal and non-principal assets to be included). The Consultant will ask the Trust to supply detailed information on the assets in this set.

By week 8 the Consultant will assess whether any additional data is required from the Trust in

[REDACTED]

The assessment will report on:

- 1.1 The accuracy of the declared condition of the representative set of assets. All asset categories will be covered. This should include condition grade, safety, serviceability, availability, reliability and electric/mechanical functionality, likelihood and consequence of failure.
- 1.2 the extent to which the target condition and trajectory to reach it, for each asset in the representative set, is realistic.
- 1.3 How much the Trust spends on maintaining each asset in the representative set and whether this is proportionate and comparable to standard industry practice. The Consultant will request data on expenditure per asset (from the representative set, once identified) from the Trust.

2. Prioritisation of spend on asset maintenance

Based on asset management strategies and supplied data, please assess, critique and report on the Trust's allocation of spend, reflecting:

- 2.1 how effectively the Trust prioritises spend on infrastructure assets and the criteria used for spending decisions e.g. asset condition, risk and consequence of failure, government strategic objectives, the cost of the work, other;
- 2.2 the effectiveness and accuracy of the Trust's systems and methodologies for assessing asset condition;
- 2.3 how spend is prioritised between work that:
 - 2.3.1 must be done (e.g. safety issue, legal compliance);
 - 2.3.2 should be done (e.g. sensible investment to mitigate risk but not a legal requirement);
 - 2.3.3 could be done (to meet softer targets/nice to have);

- 2.4 How well the Trust works towards its benchmark level of asset condition i.e. Steady State or equivalent current model, including:
- 2.4.1 the cost and staffing level required to maintain the benchmark level;
 - 2.4.2 whether expectations of the benchmark level model met, annually since 2012;
 - 2.4.3 the reasons for any difference between the amount spent on maintenance in any given year and the amount needed to maintain the benchmark level;
 - 2.4.4 how the Trust's asset condition benchmark, and achievement against it, compares to industry standards.
- 2.5 how effectively (using SWOT analysis) the prioritisation process and spend allocated in line with it, maintains:
- 2.5.1 the Trust's infrastructure assets;
 - 2.5.2 navigability of the waterways;
 - 2.5.3 public safety;
 - 2.5.4 public benefits.
- 2.6 how well asset lifecycle is factored into maintenance spending decisions (e.g. whether to maintain, replace, upgrade or decommission assets or waterways, and the consequences of any such decision);
- 2.7 How the Trust has optimised the balance between capital and maintenance programmes.
- 2.8 Does the Trust use different models or criteria for different asset types/classes when assessing when to maintain/intervene.
- 2.9 how well interconnectivity and dependencies between assets is considered in the prioritisation process;
- 2.10 how well the risk of unexpected consequences as a result of maintenance work is factored into prioritisation decisions e.g. on drinking water supply or quality, sewage pipes flooding—decisions;
- 2.11 how well geographical location is factored into prioritisation of asset spend;
- 2.12 the impact, if any, of the security of the fixed 15-year grant on asset management and spending decisions;
- 2.13 how well the Trust analyses, evaluates and prepares for potential controllable and uncontrollable risk to the asset base, including the extent to which the ratio of cost to impact is considered in this process;
- 2.14 the amount and proportion of maintenance spend in response to the materialisation of controllable or uncontrollable risks, and whether this could have been mitigated.
- 2.15 how the materialisation of risks has affected the Trust's prioritisation decisions, risk assessment methods and contingency plans.
- 2.16 the extent to which maintenance decisions reflect those who are paying for services (e.g. boaters) and those who are not (e.g. tow path users).
- 2.17 how well the Trust plans for periods of enhanced risk (such as extreme weather or asset failure)? Within these periods, does the Trust's management (including responsibilities and reporting) and maintenance (including day-to-day, week-to-week) change to mitigate or react?
- 2.18 how well (using SWOT analysis) the Trust liaises with partners at national and regional levels in making maintenance spend decisions e.g. where a decision not to fund a certain asset could have implications for another organisation. Include whether these are the correct parties.
- 2.19 how well the Trust communicates with partners on a regional and national level to communicate materialisation of risk to relevant parties.

3. Safety

Based on the assessment of the measures and standards put in place by the Trust, assess and report on how effectively the Trust:

- 3.1 assesses and mitigates serious health and safety risk incidents in and around the waterways and infrastructure it manages (public, staff, Consultants and volunteers);
- 3.2 responds to such health and safety incidents, with a particular focus on serious incidents;
- 3.3 has clear roles and responsibilities for health and safety;
- 3.4 actively monitors and assure safe operation and maintenance;
- 3.5 consider whether there are any parts of the network which could not be isolated should they become unsafe or prohibitively expensive to maintain, and whether the risk this poses is appropriately accounted for.

4. Compliance

Drawing on the Trust's founding documents and related legislation including the Grant Agreement, Trust Settlement, Memorandum of Understanding, Articles of Association, legislation listed in the Transfer Scheme and Transfer Order and other applicable legislation and standards, assess and report on:

- 4.1 how well the Trust has met its statutory, legal and contractual obligations relating to its assets, infrastructure and waterways;
- 4.2 how effectively it has monitored compliance and accountability;
- 4.3 how much it spends on meeting these obligations and whether this is proportionate;
- 4.4 how well the Trust has managed instances when obligations could not be met (e.g. towpath or navigation closures) including action to mitigate the effect.

5. Water and flood management

Drawing on data from the Trust, local authority emergency plans and Environment Agency flood risk management information, assess and report on the extent to which the Trust:

- 5.1 has a role to play on water management activities including flood mitigation and management, water transfer and land drainage, evidenced by their knowledge, training, readiness and experience at both regional and national level.
- 5.2 could potentially do more in this area e.g. opportunities for their assets to provide additional support to these areas. This should include a consideration of the implications and opportunities of the Trust becoming a flood risk management authority.
- 5.3 Considering emergency situations, evaluate:
 - 5.3.1 the Trust's preparedness to deal with emergency situations e.g. to react immediately and/or to pivot spend from other planned or in train maintenance activity, to assess the risk of doing so, and to ensure necessary resource (personnel and financial) will be in place if required.
 - 5.3.2 the Trust's knowledge, training and readiness for participating in Strategic and Technical Command Groups (SCGs, TCGs) and larger multi-agency responses when appropriate
 - 5.3.3 the Trust's past performance of participating in SCGs, TCGs and larger multi-agency responses
 - 5.3.4 how the Trust engages with others affected by events on the waterways such as boat owners, members of the public, local authorities, flood risk management authorities, other navigation authorities, national bodies e.g. Natural England and Forestry Commission, partner organisations including canal restoration groups, water companies and, land managers, etc

- 5.3.5 whether this engagement is reflected appropriately and proportionately in the Trust's handling of the event
- 5.3.6 whether this engagement affects the Trust's risk assessments for future events.

6 Projections through to 2036/37

Defra has set out four scenarios reflecting different levels of funding from 2026/27 to 2036/37. These are theoretical and do not form the basis of any future funding agreement. For each scenario, the Trust will describe how they will deliver the government's strategic objectives and what the impact will be on their management of the network.

Data for this section is expected to be available by 4 October 2021. The questions posed to the Trust are in Annex B. Based on the insight and information about the Trust's operations and asset base gathered in sections 1-5, please review, assure and comment on the Trust's projections based on the four scenarios.

- 6.1 What is your assessment of the reliability, credibility and quality of the conclusions the Trust has drawn against each scenario and the associated supporting evidence in the following areas. Include an assessment of the Trust's assumptions and analysis e.g. climate change)
 - 6.1.1 asset management and investment in asset maintenance and the implications for risk, compliance, asset failure and consequence of failure;
 - 6.1.2 expenditure to mitigate safety risks related to the asset base;
 - 6.1.3 the balance between the impact and cost of mitigating risks;
 - 6.1.4 asset condition, taking into consideration its purpose and other relevant factors;
 - 6.1.5 geographical distribution of spend.
- 6.2 What is your assessment of the KPIs which have been used as a modelling assumption by the Trust and which could be attached to any future funding agreement? Please propose new ones if these are not appropriate.
- 6.2 Considering the impact of the original long-term grant on the Trust's funding decisions, evaluate whether a similar arrangement should be repeated, or whether a different model could be equally, more or less beneficial to the Trust.

1. Constraints on how the *Consultant* provides the *services*

a) The *Consultant* shall ensure that appropriate use is made of existing data, to avoid duplicating work already undertaken. Relevant *Client* data is identified in Appendix A. In addition, any other existing sources known to the *Consultant* should be utilised.

- a) Data for question 1 will be available within 1 week of the contract starting
- b) Data for questions 2-5 will be available by the end of September 2021
- c) Data for question 6 will be available from 4 October 2021.
- d) If the data is not supplied by any of these dates , the contractor will factor this into workplans, in agreement with the Client. There will be no extension to the end date of the project.
- e) When the Consultant requires further data from the CRT, either the data or an estimate of the time required to provide the data will be provided within five working

days. In the specific case of a request for basic information on a specific asset, this will be provided within the five working days.

- f) The Consultant will not access any Trust sites without permission and accompanying Trust staff.
- g) The Consultant will sign a confidentiality non-disclosure agreement with Defra and separately with the Trust to ensure that all data shared with the contract is treated securely. See Annex D.
- h) The Consultant will outline how any sub-contracting arrangements will ensure security of the Trust's data

2. Exclusions

- a) The *services* specifically excludes -N/A

3. Specifications or standards to be used - N/A

- a) N/A

4. Specific Project Requirements

- a) See section 2 Requirements

5. Services and other things provided by the *Client*

- a) Please section 2 Requirements

Appendix A Existing Information

Title	Format	Available from
See annexes listed in section 1 above		

Drawing on data from the Trust, local authority emergency plans and Environment Agency flood risk management information, assess and report on all items listed 5.1-5.3.6
6 Projections through to 2036/37
6.1 Assessment of the reliability, credibility and quality of the conclusions the Trust has drawn against each scenario and the associated supporting evidence for items listed 6.1.1-6.1.5
6.2 Assessment of the KPIs which have been used as a modelling assumption by the Trust and which could be attached to any future funding agreement? Please propose new ones if these are not appropriate.
General Requirements
Induction meeting. 2.5 hours minimum, to cover introduction, background, and the Trust to answer Consultant's questions and discuss assumptions. Remote access meeting, to involve lead project team members.
Formal monthly meeting Defra-Consultant-CRT (Sept, Oct, Nov). Remote access meeting, to involve lead project team members. Purpose: <ul style="list-style-type: none"> • Progress to the programme and tasks. • Review outstanding actions against each of the tasks? • Any challenges or risks that have been identified? • Performance against KPIS
Interim report. 1 page per sub question completed. Word, Ariel 12.
Monthly informal meetings Consultant - CRT (Sept, Oct, Nov). Remote access meeting, to involve lead project team members.
Regular informal meetings (2 weekly) Consultant - Defra team (Sept, Oct, Nov). Remote access meeting, to involve lead project team members.
Monthly progress reports on progress against questions and to flag any risks to delivery.

Site visits (tentative timing and location as follows, specifics of what to inspect to be based on Consultants' risk-based assessment) West Midlands: 22nd September 2021 North West, Midlands, Yorkshire, North East: 13th and 19th October 2021 London and South East, Wales, South West, East Midlands: 29th September, 6th October, 3rd November 2021
Final report. 2-5-page per sub question. Word, Ariel 12.
Project Management

[illegible]

Country	Year	Population (millions)	Population (millions)	Population (millions)
Algeria	1980	10.0	10.0	10.0
Algeria	1981	10.0	10.0	10.0
Algeria	1982	10.0	10.0	10.0
Algeria	1983	10.0	10.0	10.0
Algeria	1984	10.0	10.0	10.0
Algeria	1985	10.0	10.0	10.0
Algeria	1986	10.0	10.0	10.0
Algeria	1987	10.0	10.0	10.0
Algeria	1988	10.0	10.0	10.0
Algeria	1989	10.0	10.0	10.0
Algeria	1990	10.0	10.0	10.0
Algeria	1991	10.0	10.0	10.0
Algeria	1992	10.0	10.0	10.0
Algeria	1993	10.0	10.0	10.0
Algeria	1994	10.0	10.0	10.0
Algeria	1995	10.0	10.0	10.0
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Algeria	2011	10.0	10.0	10.0
Algeria	2012	10.0	10.0	10.0
Algeria	2013	10.0	10.0	10.0
Algeria	2014	10.0	10.0	10.0
Algeria	2015	10.0	10.0	10.0
Algeria	2016	10.0	10.0	10.0
Algeria	2017	10.0	10.0	10.0
Algeria	2018	10.0	10.0	10.0
Algeria	2019	10.0	10.0	10.0
Algeria	2020	10.0	10.0	10.0
Algeria	2021	10.0	10.0	10.0
Algeria	2022	10.0	10.0	10.0
Algeria	2023	10.0	10.0	10.0
Algeria	2024	10.0	10.0	10.0
Algeria	2025	10.0	10.0	10.0
Algeria	2026	10.0	10.0	10.0
Algeria	2027	10.0	10.0	10.0
Algeria	2028	10.0	10.0	10.0
Algeria	2029	10.0	10.0	10.0
Algeria	2030	10.0	10.0	10.0
Algeria	2031	10.0	10.0	10.0
Algeria	2032	10.0	10.0	10.0
Algeria	2033	10.0	10.0	10.0
Algeria	2034	10.0	10.0	10.0
Algeria	2035	10.0	10.0	10.0
Algeria	2036	10.0	10.0	10.0
Algeria	2037	10.0	10.0	10.0
Algeria	2038	10.0	10.0	10.0
Algeria	2039	10.0	10.0	10.0
Algeria	2040	10.0	10.0	10.0
Algeria	2041	10.0	10.0	10.0
Algeria	2042	10.0	10.0	10.0
Algeria	2043	10.0	10.0	10.0
Algeria	2044	10.0	10.0	10.0
Algeria	2045	10.0	10.0	10.0
Algeria	2046	10.0	10.0	10.0
Algeria	2047	10.0	10.0	10.0
Algeria	2048	10.0	10.0	10.0
Algeria	2049	10.0	10.0	10.0
Algeria	2050	10.0	10.0	10.0
Algeria	2051	10.0	10.0	10.0

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