

## **Clarification Log – Wise Use of Water Phase 1 (Hoo Peninsula)**

**Date: 22 May 2025**

This clarification log is issued in connection with the published Invitation to Quote (ITQ) for the Wise Use of Water Phase 1 project. The purpose of this log is to clarify elements of the scope and contracting approach for all interested bidders.

### **Contract Authority/Client Entity**

Although the tender has been issued via the Lower Medway Internal Drainage Board (LMIDB), the client and legal contracting authority for this commission will be the North Kent Marshes Internal Drainage Board (NKMIDB).

LMIDB currently provides administrative and technical services to NKMIDB and has supported the procurement process on its behalf. However, the contract for this project will be entered into with NKMIDB, which remains a separate legal entity until the planned amalgamation later in 2025.

### **NEC3 Contract and Z Clauses**

The Board intends to use the standard NEC3 Professional Services Short Contract (PSSC).

### **Professional Indemnity Insurance**

We ask that consultants hold a minimum of £500,000 Professional Indemnity Insurance (each and every claim) for the duration of the contract and for six years thereafter.

Please note that any subsequent project phases may involve different levels of complexity or risk (e.g. modelling, design advice, or implementation planning), and may therefore require higher levels of cover (e.g. £1,000,000). These requirements will be specified in future procurement documentation as relevant.

### **Liability**

The Board does not propose any modifications to the standard NEC3 PSSC liability provisions.

### **Delay Damages**

No delay damages are proposed for this phase of the project. Progress and delivery will be managed through agreed milestones and regular monitoring.

### **Z Clauses Proposed**

- Progress Reporting, to ensure regular updates aligned to project milestones
- Timing Milestones:
  - Milestone 1: Initial Programme and Engagement Plan – by 31 July 2025
  - Milestone 2: Interim Progress Review Report – by 31 December 2025
  - Milestone 3: Final Interpretation Report – no later than 31 December 2026
- Confidentiality: The Consultant shall treat all project information, communications, and deliverables as confidential and shall not disclose or reproduce any part without the Employer's prior written consent

There will be no formal Z clause relating to intellectual property at this stage, as the work primarily involves baseline collation and interpretation. However, all reports and outputs

generated will be made available to the Client and may be shared with project partners for continuity and future planning.

### **Payment Terms**

The Board operates on standard 30-day payment terms from receipt of invoice, following approval of the associated deliverable or milestone.

No other modifications to the standard NEC3 PSSC are currently proposed.

### **Clarification on number of outfalls to be monitored**

The Scope states that six key outfalls will be monitored over the course of a full hydrological year. This remains the Board's intention.

However, bidders should note that the final number of monitored sites may be adjusted depending on overall project cost and value-for-money considerations.

Bidders are welcome to propose scalable options (e.g. pricing for 4, 5, or 6 outfalls) and should clearly identify how monitoring costs are broken down per site.

This ensures that the project remains deliverable within the overall budget envelope of £94,500 to £143,500 (excluding VAT).

### **Ongoing monitoring costs**

The quoted discharge monitoring cost in the Scope includes equipment, installation, and setup. It does not include ongoing maintenance or post-contract monitoring, which would be funded separately by the Board.

### **Contract award and finalisation**

The draft Z Clause Appendix will be shared with the successful consultant prior to contract finalisation.

Bidders should structure their responses in line with the published ITQ and Scope but may include alternative value propositions provided they are clearly described.

### **Stakeholder Event Delivery**

The stakeholder event referenced in the Scope (*"the study will support one stakeholder event..."*) will be organised, coordinated, and hosted by the North Kent Marshes IDB, including venue booking, invitations, and liaison with stakeholders.

The consultant's role will be to support content development, present emerging or interim findings, and contribute to engagement during the session, including facilitating discussion or gathering feedback where appropriate.

The exact format of the event may be influenced by how the consultant structures the study. For example, if the study generates interim insights that could benefit from early stakeholder input, the event may be framed around both presenting early findings and gathering feedback to shape

final outputs. Bidders are welcome to propose how best to integrate the event into their methodology accordingly.