



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2019)

Contract Execution

This agreement is made between the *Client*, the *Consultant* and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and for One Business Condition Assessment Manual (OBCAM) Phase 1- Continuous Improvement(the service).

The Consultant offers to Provide the Services in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

The Consultant was appointed to the framework and executed the framework agreement (with reference number RM6165).

Executed under hand

by

[Redacted signature block]

(Client)

(Consultant)

[Redacted signature block]

[Redacted signature block]

[Redacted signature block]

[Redacted signature block]

[Redacted signature block]

(Named Suppliers)

Contract Data

PART ONE – DATA PROVIDED BY THE *CLIENT*

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

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017 (with amendments January 2019)

Main Option Option for resolving and avoiding disputes

Secondary Options

The *service* is

The *Client* is

Name

Address for communications

Address for electronic communications

The *Service Manager* is

Name

Address for communications

Address for electronic communications

The Scope is in

The <i>language of the contract</i> is	<div>English</div>		
The <i>law of the contract</i> is the law of	<div>England and Wales, subject to the jurisdiction of the courts of England and Wales</div>		
The <i>period for reply</i> is	<div>2 weeks</div>	except that	
• The <i>period for reply</i> for	<div>n/a</div>	is	<div>n/a</div>
• The <i>period for reply</i> for	<div>n/a</div>	is	<div>n/a</div>
The <i>period for retention</i> is <div>6</div> year(s) following Completion or earlier termination			

The following matters will be included in the Early Warning Register

n/a

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

2 weeks

2 The Consultant’s main responsibilities

If the <i>Client</i> has identified work which is set to meet a stated <i>condition</i> by a <i>key date</i>	The <i>key dates</i> and <i>conditions</i> to be met are	
	<i>condition</i> to be met	<i>key date</i>
	(1) <div>n/a</div>	<div></div>
	(2) <div></div>	<div></div>
	(3) <div></div>	<div></div>

If Option A is used	The <i>Consultant</i> prepares forecasts of the total <i>expenses</i> at intervals no longer than <div></div>
If Option C or E is used	The <i>Consultant</i> prepares forecasts of the total Defined Cost plus Fee and <i>expenses</i> at intervals no longer than <div>4 Weeks</div>

3 Time

The *starting date* is

18th March 2024

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

access	access date
(1) <input type="text"/>	<input type="text"/>
(2) <input type="text"/>	<input type="text"/>
(3) <input type="text"/>	<input type="text"/>

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

4 weeks

If the *Client* has decided the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is

17th March 2025

If no programme is identified in part two of the Contract Data

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

2 weeks

4 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is

4 weeks, if not previously provided by the *Consultant*

The period between Completion of the whole of the *service* and the *defects date* is

52 weeks

5 Payment

The *currency of the contract* is the

£ sterling

The *assessment interval* is

Monthly

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

item	amount
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The *interest rate* is % per annum (not less than 2) above the

Base

rate of the

Bank of England

bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used

The period within which payments are made is

1 Month

If Option C or E is used and the *Client* states any locations

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are

All UK offices

If Option C is used

The *Consultant's share percentages* and the *share ranges* are

share range		Consultant's share percentage
less than	85 %	0 %
from	85 % to 120 %	50 %
from	% to %	%
greater than	120 %	0 %

If Option C or E is used

The *exchange rates* are those published in Financial Times
on 20/11/2023 (date)

6 Compensation events

If there are additional

These are additional compensation events

n/a

8 Liabilities and insurance

If there are additional
Client's liabilities

These are additional *Client's liabilities*

- (1) n/a
- (2)
- (3)

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE 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>	£1 million in respect of each claim, without limit to the number of claims	6 years following Completion of the whole works or earlier termination
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	Whichever is greater of £5 million or the amount required by law in respect of each event, without limit to the number of events	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	Whichever is greater of £5 million or the amount required by law in respect of each event, without limit to the number of events	For the period required by law

The *Consultant* provides these additional insurances

- (1) Insurance against n/a
- Minimum amount of cover is n/a

The deductibles are	n/a
(2) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
(3) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
<p>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</p>	
	£5 million

Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

If the *tribunal* is arbitration

The *arbitration procedure* is

'to be confirmed'

The place where arbitration
is to be held is

'to be confirmed'

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

The *Senior Representatives* of the *Client* are

Name (1)

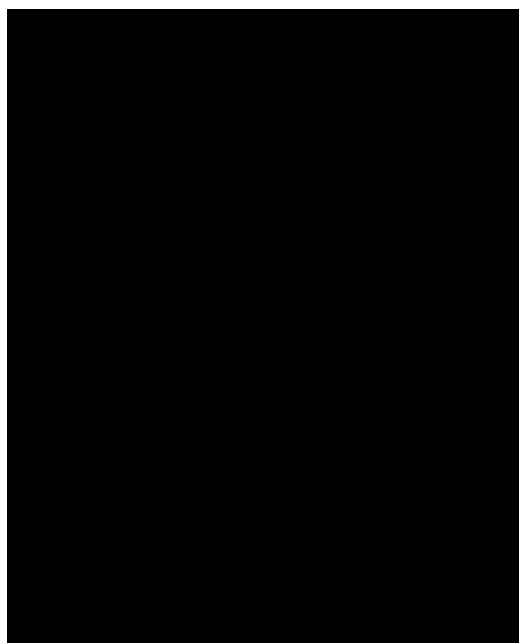
Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications



The *Adjudicator* is

Name

'to be confirmed'

Address for communications

'to be confirmed'

Address for electronic communications

'to be confirmed'

The *Adjudicator nominating body* is

Institution of Civil Engineers

X2: Changes in the law

If Option X2 is used

The *law of the project* is

The law of England and Wales, subject to the jurisdiction of the courts of England and Wales

X9: Transfer of Intellectual Property Rights

X10: Information modelling

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

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

2 weeks

X11: Termination by the Client

X18: Limitation of liability

If Option X18 is used

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

£5 million

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

£5 million

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

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due

The period for payment is

14

days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 is used

term

beneficiary

No terms under this contract'

No beneficiaries under this contract'

If Y(UK)3 is used with

term

beneficiary

Y(UK)1 the following entry is added to the table for Y(UK)3

The provisions of Options Y(UK)1

Named Suppliers

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

Z1 Disputes:

Option W2 subclause W2.1(4) is deleted. The Parties agree that adjudication under Clause option W2 should only commence if the dispute resolution procedure has been exhausted and that the dispute resolution procedure in the Scope, takes precedence over Option W2.

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

Z4 Share on termination

Delete existing clause 93.3 and 93.4 and replace with:

93.3 In the event of termination in respect of a contract relating to services there is no Consultant's share.

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.

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.

Z 130 Rate adjustment

Z130.1 The Defined Cost for People Rates shall be increased by the same proportion and on the same date as the appropriate *Framework Prices*.

Z130.2 The Prices are adjusted for the outstanding portion of the Prices for the amendment to rates in Z130.1

Z 131 Change to the Schedule of Cost Components

Add clause 11.2(19) The People Rates are the *people rates* unless later changed in accordance with the contract and provided that at all times and under any circumstance howsoever arising the People Rates do not exceed the equivalent and directly comparable Framework Price as set out in Crown Commercial Services (CCS) Construction Professional Services Framework RM6165.

In the Schedule of Cost Components delete the section titled **People** and replace with:

People

1 The following components of the cost of people.

11 Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate properly spent on work on the contract.

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

Address for communications

Address for electronic communications

The *fee percentage* is

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

TBC

2 The *Consultant's* main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

CCS Project Proposal
Proforma - OBCAM -
Mott MacDonald
Response.docx

3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

A2 – Detailed price
breakdown.xlsx

If the *Consultant* is to decide the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is

17/03//2025

5 Payment

If the *Consultant* states *expenses*

The *expenses* stated by the *Consultant* are any

item

amount

TBC

TBC

If Option A or C is used

The *activity schedule* is

A2 – Detailed price
breakdown.xlsx

If Option C is used

The tendered total of the Prices is

£104.147.76

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

TBC

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data

The *information execution plan* identified in the Contract Data is

TBC

Data for the Schedule of Cost Components (used only with Options C or E)

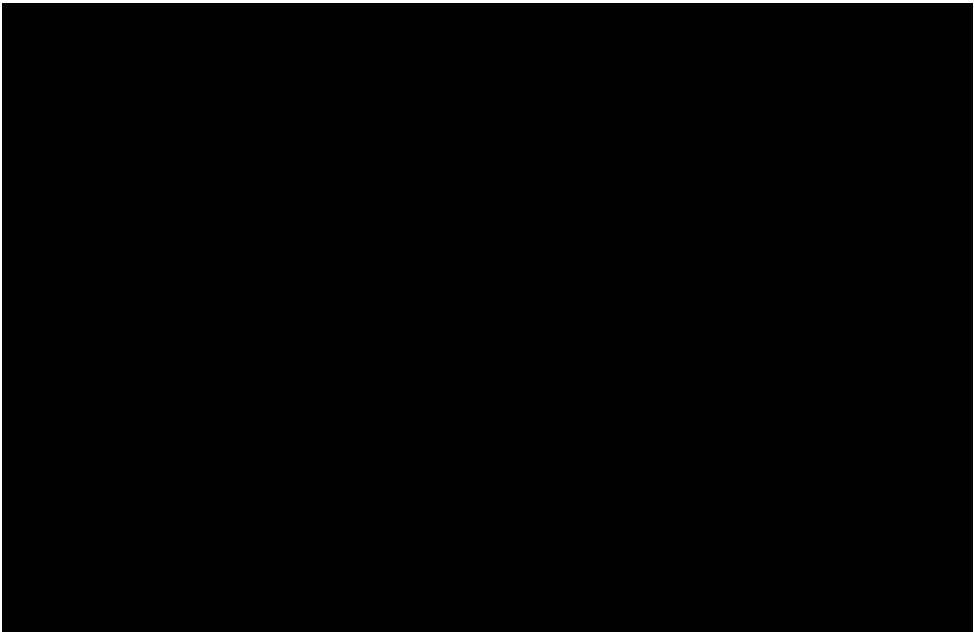
The *overhead percentages* for the cost of support people and office overhead are

location	overhead percentage
<div>TBC</div>	<div>TBC</div> %
<div></div>	<div></div> %
<div></div>	<div></div> %

Data for the Schedule of Cost Components (used only with Option C or E)

The *people rates* are

category of person	unit	rate
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>



Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	One Business Condition Assessment Manual (OBCAM) Phase 1- Continuous Improvement stage
Project SOP reference	ENVFCPAM00364B00R
Contract reference	C20346
Date	16/11/23
Version number	7
Author	Gbemi Akin-Oriola

Revision history

Revision date	Summary of changes	Version number
24/07/23	First issue	V1
17/08/23	Second issue	V2
24/08/23	Third issue	V3
14/09/23	Fourth issue	V4
09/10/23	Fifth issue	V5
12/10/23	Sixth issue	V6
16/11/23	Seventh issue	V7

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 version of the Minimum Technical Requirements and Exchange Information Requirements.

Document	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements	V12, December 2021	21/12/2021
LIT 17641	Exchange Information Requirements	EIR v2.5	01/04/2021

Details of the Scope

Background

Asset condition assessments underpin our risk-based approach to asset management hence such information provides evidence for planning, management and investment decisions about each asset. The FCRM Condition Assessment Manual (CAM) was written for visual inspection of flood defence assets only. Since the last update in 2012, the range and usage of asset stock and our understanding of causal links of deterioration of our assets has progressed, requiring the manual to be updated.

A recent project identified and captured business needs by merging the Flood & Coastal Risk Management (FCRM), Water, Land and Biodiversity (WLB), Navigation, and Hydrometry & Telemetry (H&T) asset inspection manuals; incorporated climate change impacts and transitions; and aligned these to data contained within the AIMS OM (Asset Information Management Systems Operations & Maintenance) & DRL (Data Requirements Library) database systems. The product of this update is the One Business Condition Assessment Manual (OBCAM) which is accessed by the user community through a SharePoint based interim OBCAM power app. The app is designed to enable swift, consistent and repeatable, visual inspection of assets regardless of function or location.

This project will support delivery of the Asset Management Strategy 2023-2033 which combines FCRM, WLB, H&T and Navigation thus providing a single source of better-quality information for asset management. Improving the consistency and coverage of condition assessments will also support short and long-term investment planning decisions which use asset condition as a driver. This will ensure that our assets continue to help protect people, property and the environment from flood, drought and pollution as well as climate change impacts.

Details of the Scope are as follows.

1. Description of the work:

1.1. Objective

The new One Business Condition Assessment Manual (OBCAM) is the biggest change to how we visually inspect assets since 2012. The manual has now been digitized bringing together multiple research projects and learning from post incident investigations to enable consistent condition grading of flood risk, navigation, fisheries & H&T assets.

Inspecting and checking individual assets helps us understand their likely performance, allows us to monitor condition, prioritise maintenance and supports effective risk management. The manual is now available as a power app on laptops, phones and i-pads for use by inspectors and other EA staff.

The current project is to provide continuous improvement support and technical consultation in capturing, agreeing and incorporating improvements to the SharePoint based OBCAM database / master spreadsheet

and its documents thus making available accurate asset information. Data and information relating to progress and improvements captured through benefits management will support the client with corporate reporting and achievement of organizational objectives.

The objectives of OBCAM 1 Continuous Improvement are to:

- Capture improvements to the asset database through updates with new assets, elements, materials & amendments to existing assets, elements and materials and their condition descriptions, weightings and condition ratings.
- Update the photograph stock of assets, elements and materials to assist inspectors and support nationwide consistency in grading through:
 - identification of asset & element photos from records and incorporation into the individual asset, element, material pages on OBCAM SharePoint.
 - Identification, development and incorporation of condition grade photos into the tables on each Element page
- Prepare the benefits monitoring and realisation plan by updating the current benefits plan; identifying any new benefits; preparing benefits maps and profiles; plan and agree measures / metrics for tracking of benefits; establish baseline measures for monitoring; capture any changes and support required to support effective use and embedding of the OBCAM database.

1.2. Outcome Specification

The OBCAM (One Business Condition Assessment Manual) requires updating and aligning with AIMS: OM and the DRL every quarter. This requires the *Consultant* to have a high level of expertise on asset condition assessment, grading and management. The *Consultant* shall provide current best practice guidance and information to technical discussions on issues such as failure mechanisms, climate change vulnerability, weightings etc. They shall also provide administrative support in maintaining the database of assets, run macros to update the OBCAM and related documents and maintain alignment to the AIMS OM & DRL databases. There is a requirement to carry out bespoke pieces of work utilizing asset condition knowledge to support continuous improvement projects; capture and report improvements in performance through benefits management.

In summary, the *Consultant* shall:

1. Provide Technical Consultancy – utilize asset condition knowledge and expertise to create, review and amend technical descriptions and scorings from a list of new and amended assets, elements and materials (AEM) provided by the EA quarterly.

- Write & review new asset and element descriptions and failure mechanisms.
- Assess and write descriptions for additional susceptibility to environmental influences of climate change, prolonged dry weather and increased exceedance.
- Write & review condition description grades for new and amended elements.
- Assign weightings to new elements and quality assure against existing elements.
- Produce cross sectional drawings of assets.

Based on our recent experience of updating the OBCAM master spreadsheet, the backlog of AEM is given below.

AEM	Backlog as of 3/10/23
New assets	0
New elements	20
New materials	0
Amended assets	97
Amended elements	0
Amended materials	9

The estimated changes on a quarterly basis is shown below:

AEM	Quarterly Ask
New assets	3
New elements	15
New materials	3
Amended assets	20
Amended elements	20
Amended materials	3

Note that a new element will be used across several assets so the information required such as weightings, grade descriptors, climate change etc would be the same across the various assets.

2. Perform a leading role in the capture, collation, assessment, and decision of improvement proposals. This would also include development of a change register and the provision of advice on the merits of technical improvement proposals quarterly.

- Propose and implement improvements to the asset data, and this will include but is not limited to photos, text, diagrams, annotations, flow charts to improve the current documentation.
- Review element weightings and grades with expected changes and level of detail to be agreed with the Client.
- Propose and develop a change register to capture all changes implemented to the OBCAM database detailing the reasons / benefits of such changes; produce documentation to support handover and management of these products by the EA.

3. Maintain the OBCAM document database/master spreadsheet so that it captures the agreed improvements quarterly.

- Update the macro used to automatically generate the Asset, Element and Material Pages to capture changes to pages and their format.
- Update Asset/Element links.
- Update Material amalgamations.
- Update Text, weightings, Climate Change/ Prolonged Dry Weather/Increased Exceedance, Transition advice & element status.
- Update Additions e.g. new Assets, elements and materials.

4. Carry out One-off photo activities: updating of AE photos & incorporation & of new tables and photos for weightings starting in the first quarter.

- One-off identification of asset & element & material photos from EA records and incorporation into AEM pages in OBCAM database.
- Identify and incorporate photos from weightings guidance (FCRM & Nav) and old CAM (may be poorer quality). Update photos (mostly FCRM assets) as better quality photos are submitted (these photos would be assured by steering group SG and handed to supplier to input, so the decision on choice of photo will be from EA).
- EA has an OBCAM photo register which will be shared with the Consultant to be updated every time a photo is approved by SG and the supplier incorporates.
- One-off development of page generation macro to incorporate condition grade photo table into Element pages.
- Propose and develop and/or update a photo tracker /register to capture and update all photos approved by the SG detailing the reasons / benefits of such photos; produce documentation to support handover and management of these products by the EA.

Our estimate of photograph volume over the one year period are as follows:

a) Individual asset photos (comprising front, side and context views for each) - 19

Element photos outstanding – 84 (30 of which non-specialist)

Total = 103

b) Element condition photographs to be added in stages to the OBCAM condition descriptors tables once we have suitable photos:

Total = 100 x 5 conditions = 500 estimated

c) Full Quality Condition Photos Outstanding

Grade 1 – 110

Grade 2 – 110

Grade 3 – 110

Grade 4 – 20

Grade 5 – 20

Total = 350

Grand Total = 973

The supplier is not required to visit sites for the purpose of taking asset photographs. There is a photo pool and register which the supplier will be given access to for this task.

5. Undertake Project Management, Communications & Stakeholder Management

- The *Consultant* shall provide a plan update to demonstrate and clearly define the activities and tasks with a schedule of works and milestones; and clearly outline the project team involved in these activities within 5 working days of contract award.
- The *Consultant* shall identify, assess, and mitigate the identified project risks commensurate with the risk likelihood and impact. The risk register or similar shall be provided within 2 weeks of award and thereafter managed, reviewed, and reported throughout the project lifecycle.
- The *Consultant* shall manage costs in line with agreed forecasts, reporting actual spend and updating forecast spend and reporting on finance at monthly intervals.
- The *Consultant* shall create and maintain a stakeholder log, develop, and implement a stakeholder engagement plan to ensure input from stakeholders including those impacted by the outcomes but not directly involved.
- Create and manage a communications plan to detail the activities considered as essential to achieving successful delivery of the outcomes as agreed with the Agency. The form and frequency of communications will be agreed with the Client.
- The *Consultant* shall prepare, manage, and deliver emerging actions from the communications and meetings with the Steering Group, stakeholders & technical meetings ahead of Change board.
- The *Consultant* shall implement a configuration management process that will capture any changes to the project in line with a Change Process agreed with the Client. All activities required to be undertaken to deliver the objectives, outcomes and benefits of this service shall be undertaken by the consultant.
- The *Consultant* shall monitor and report on progress, take required action to ensure delays are mitigated and the scope delivered, reviewed, and assured to the standard of the *Client* and within the agreed timescales and contract budget.

Reporting Requirements

- The *Consultant* shall plan, prepare and manage technical meetings to discuss, consult and generate specialist and technical input to deliver the actions outlined above. It is expected that the interval of these meetings will differ depending on volume of work to be reviewed and may be fortnightly initially and weekly towards the end of each quarter.
- The *Consultant* shall prepare, provide and attend monthly updates of the project plan, risk register, forecast costs, and relevant project documentation highlighting work completed to date; work planned; any key risks or issues. The documentation shall be uploaded to the project SharePoint site along with any data and information needed to support the client with corporate reporting.
- The *Consultant* shall provide Quarterly update reports to the Steering Group & Project Board documenting the changes to AEM pages and impacts on overall asset assessment and condition grading. All documents and associated material are to be supplied to the project team 5 working days before for review.

6. Undertake Benefits Management, associated stakeholder engagement and communication.

- Work already undertaken to capture user stories, identify benefits and map their dependencies will be shared with the *Consultant*. This would include but is not limited to communication and engagement with the Steering Group and other stakeholders and all other activities required to update benefits identification, capture, measurement, management, and baseline activities including Benefits Realisation Strategy, Benefit Maps, Benefit Profiles, Benefits Register and Benefits Realisation Plan.
- The *Consultant* shall prepare a stakeholder engagement and communication plan. Plan for, prepare and execute engagement with stakeholder groups to obtain input for benefit planning and management.
- The *Consultant* shall work with the Steering Group and stakeholders to determine and agree measures or KPIs for tracking of benefits and undertake baseline measures for monitoring. Feedback from these consultations will be shared with the Client to support effective adoption embedding of the OBCAM database.

Outcomes required.

a) The *Consultant* shall ensure the OBCAM aligns exactly with AIMS: OM and the DRL on a quarterly basis and provide an updated OBCAM master spreadsheet (Excel) document; and updated Word version of AEM document pages; and pdf of the full updated OBCAM.

b) The *Consultant* shall input their technical expertise to develop and refine continuous improvement proposals to the OBCAM amended and updated assets, elements, materials, descriptors, weightings, and condition ratings.

c) The *Consultant* shall make available all project management outputs including but not limited to risk, photo & change register, configuration management logs, benefits maps, profiles, benefit realisation plan to support handover and management of the products by the Client.

d) The *Consultant* shall provide the Training outputs below:

Training – First Output

Target Audience: Stakeholders involved in asset inspection, assessment and management.

Output: Produce presentation and recorded ‘how to’ video guide outlining use of the updated CAM with list and emphasis on new aspects (assets, elements, materials), condition descriptors, gradings, climate change/ transition impacts and their importance / implications for benefits monitoring.

Training output 1 will be presented by the supplier to stakeholders and reviewed by the SG. Any feedback / amendments will be captured for improvements and submitted for approval by the SG, no further updates are expected.

Training – Second Output

Target Audience: Includes Project Executive, Senior User, AP staff, Steering Group, AIMS OM team, Benefits owner / manager using asset inspection data & information for benefits monitoring and management.

Output: Produce presentation and recorded ‘how to’ video guide on benefits and change management. It should provide the updated benefits map and profiles for OBCAM & demonstrate relevant metrics from asset data that can be used for benefits monitoring and management. Change management should capture any impediments to embedding and propose mitigation strategies.

For training output 2, once presented to, reviewed and approved by the stakeholders, no further updates are required.

2. 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.
- b) The *Consultant* shall ensure that the following aspects of the project proceed concurrently: AEM improvements, benefits management & photo activities in the first quarter.
- c) The successful *Consultant* shall attend a post-award meeting with the Steering Group after notification of bids result.

3. Exclusions

- a) The *services* specifically exclude making changes in AIMS: OM (Enterprise Asset Management System)

4. Specifications or standards to be used.

- a) The consultant must utilise and update an existing master sheet (asset, element & materials data, photo tracker, benefits maps). They must maintain both the current document standards and existing storage locations.

5. Specific Project Requirements

- a) Data must align with Data Requirements Library and AIMS: OM

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

- a) OBCAM SharePoint site & database

7. Dispute resolution process

7.1 To raise a dispute:

- i. the decision giving rise to the dispute must have been communicated under the contract in accordance with clause 13,
- ii. the party who disputes the decision raises its dissatisfaction with the decision within 28 days of the decision being communicated and communicates this dissatisfaction in accordance with clause 13 of the

PSC, otherwise the decision is deemed undisputed/ accepted; and

iii. the issue becomes a formal Dispute and is addressed in accordance with Option W2 of the contract.

7.2 The Dispute is initially raised to the Client's Assurance Representative by the Consultant's Project Manager, or Client's Project Executive, within 28 days of the decision being communicated. The Consultant's Project Manager and Client Project Executive each provide a written submission in support of their case within one week of the Dispute being raised. The Client's Assurance Representative determines the contractual decision on the basis of the written evidence submitted to them, and the terms of the framework and call-off contract and communicates their decision and reasons to both parties in accordance with the call-off contract within two weeks of receipt of the written evidence.

7.2.1 If either party remains dissatisfied with the decision the dispute is escalated to the Client's senior representatives by the Consultant's Framework Manager or the Client's Project Executive within two weeks of the Client Assurance Representative's decision being communicated. The Consultant's Framework Manager and Client's Project Executive provide a written submission in support of their case within one week of the escalation. The Client's senior representatives determines the contractual decision on the basis of the written evidence submitted to them, and the terms of the framework and call-off contract and communicates their decision and reasons to both parties in accordance with the call-off contract within two weeks of receipt of the written evidence.

If either party remains dissatisfied with the decision, the dispute is escalated to the Client's Deputy Director Portfolio Delivery Office, by the Consultant's Programme Director or the Client's Project Executive, within two weeks of the Client senior representative's decision being communicated. The Consultant's Programme Director and the Client's Project Executive provide a written submission in support of their case within one week of the escalation. The Client's Deputy Director Portfolio Delivery Office determines the contractual decision on the basis of the written evidence submitted to them, and the terms of the framework and call-off contract and communicates their decision and reasons to both parties in accordance with the call-off contract within two weeks of receipt of the written evidence.

7.2.3 If either party remains dissatisfied with the decision the dispute may be referred to adjudication.

7.3 During dispute proceedings all parties have a duty to continue their performance under this contract.

Appendix A Existing Information

Title	Format	Available from
OBCAM sharepoint site, database & Photobank	EA internal share point site and supplier will be granted access.	One Business Condition Assessment Manual - Home (sharepoint.com)
DRL	Publicly available resource	https://environment.data.gov.uk/asset-management/drl-app/revision/current/categories
Benefit maps & profiles	EA internal share point site and supplier will be granted access.	One Business Condition Assessment Manual - Home (sharepoint.com)

