



**Environment
Agency**

Conditions of Contract Services

(Document Version: October 2019)

**Hydrological Services – Groundwater level
measurement**



1. DEFINITIONS

1.1. In the Contract, unless the context otherwise requires the following words and expressions shall have the following meanings assigned to them.

1.1.1. Agency

The Environment Agency, its successors and assigns.

1.1.2. Agency Property

All property issued or made available for use by the Agency to the Contractor in connection with the Contract.

1.1.3. The Appendix

The Appendix to these Conditions.

1.1.4. The Contract

These Conditions including the Appendix, any Special Conditions, Specification, Pricing Schedule, Contractor's tender, acceptance letter and any relevant documents agreeing modifications exchanged before the Contract is awarded, and any subsequent amendments or variations agreed in writing.

1.1.5. The Contractor

The person, firm company or body who undertakes to supply the Services to the Agency as defined in the Contract.

1.1.6. Contract Period

The time period stated in the Appendix or otherwise provided in the Contract, for the performance of the Services.

1.1.7. Contractor Personnel

means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor engaged in the performance of its obligations under this Contract

1.1.8. Contract Price

The price exclusive of VAT set out in the Contract for which the Contractor has agreed to supply the services.

1.1.9. Contract Supervisor

Any duly authorised representative of the Agency notified in writing to the Contractor for all purposes connected with the Contract. Any Notice or other written instruction given by or made to the Contract Supervisor, shall be taken as given by or made to the Agency.

1.1.10. Contracting Authority

means any contracting authorities (other than the Environment Agency) as defined in regulation 2 of the Public Contract Regulations 2015 (SI 2015/102) (as amended).

1.1.11. Data Protection Legislation

means: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) or GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) ("LED") and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 1998 ("DPA 1998") and/or the Data Protection Act 2018 ("DPA 2018") to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy

1.1.12.Data Protection Schedule

The Schedule attached to this Contract describing how the Parties will comply with the Data Protection Legislation.

1.1.13.Intellectual Property Rights

All Intellectual Property Rights including without limitation, patents, patent applications, design rights, registered designs, utility models, trade and service marks and applications for same, copyright know-how, rights in semi-conductor chip topography, and in each case whether protectable at law or not, and if protectable, whether an application has been made for such protection or not, and all similar industrial, commercial, monopoly or other intellectual property rights whether present or future, vested or contingent wherever protected.

1.1.14.Law

means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply

1.1.15.Notice

Any written instruction or notice given to the Contractor by the Contract Supervisor, delivered by:

- i. fax, or hand delivery to the Contractor's registered office or other address notified for the purposes of the Contract and deemed to have been served at the date and time of delivery;

First class post to the Contractor's registered office. Such Notices are deemed to have been served 48 hours after posting.

1.1.16.Results

All things produced in performing the Services including maps, plans, photographs, drawings, tapes, statistical data, experimental results, field data, analysis of results, published and unpublished results and reports, inventions, computer programmes and user documentation.

1.1.17.The Resulting Rights

All Intellectual Property Rights in the Results that are originated, conceived, written or made by the Contractor, whether alone or with others in the performance of the Services or otherwise resulting from the Contract.

1.1.18.Permission

Express permission given in writing before the act being permitted.

1.1.19.Services

All Services detailed in the Specification including any additions or substitutions as may be requested by the Contract Supervisor.

1.1.20.Regulations

Means the Public Contract Regulations 2015 (SI 2015/102) as amended.

1.2. Except as set out above and in the Data Protection Schedule, the Contract shall be interpreted in accordance with the Interpretation Act 1988.

1.3. All headings in these Conditions are for ease of reference only, and shall not affect the construction of the Contract.

1.4. Any reference in these Conditions to a statutory provision will include all subsequent modifications.

1.5. All undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

2. PRECEDENCE

To the extent that the following documents form the Contract, in the case of conflict of content, they shall have the following order of precedence:

- Conditions of Contract including Appendix, Data Protection Schedule and any Special Conditions;
- Specification;
- Pricing Schedule;
- Drawings, maps or other diagrams.
- Contractors proposal

3. CONTRACT SUPERVISOR

The Contractor shall strictly comply with any instruction given by the Contract Supervisor concerning or about the Contract provided such instructions are reasonable and consistent with the nature, scope and value of the Contract. All such instructions shall be in writing. The Contractor is not obliged to comply with any verbal instruction from the Contract Supervisor that is not confirmed in writing within 7 working days.

4. THE SERVICES

4.1. The Contractor shall provide all staff, equipment, materials and any other requirements necessary for the performance of the Contract using reasonable skill, care and diligence, and to the reasonable satisfaction of the Contract Supervisor.

4.2. The Contractor shall only employ in the execution and superintendence of the Contract persons who are suitable and appropriately skilled and experienced. The Contract Supervisor shall be at liberty to object to and require the Contractor to remove any person employed in or about the Contract who is unsuitable, misconducts himself, is incompetent or negligent in the performance of his duties or persists in conduct which could endanger the health or safety of others. Such persons shall not be employed again on the Contract without the Permission of the Contract Supervisor.

5. ASSIGNMENT

5.1. The Contractor shall not assign, transfer or sub-contract the Contract, or any part of it, without the Permission of the Contract Supervisor.

5.2. Any assignment, transfer or sub-contract entered into, shall not relieve the Contractor of any of his obligations or duties under the Contract.

5.3. Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract.

6. CONTRACT PERIOD

The Contractor shall perform the Services within the time stated in the Appendix, subject to any changes arising from Condition 10 (Variations,) and/or Condition 11 (Extensions of time.).

7. PROPERTY

7.1. All property issued by the Agency to the Contractor in connection with the Contract shall remain the property of the Agency, and shall be used in the execution of the Contract, and for no other purpose whatsoever without the prior approval of the Contract Supervisor.

7.2. The Contractor shall keep all Agency Property in safe custody and good condition, set aside and clearly marked as the property of the Agency.

7.3. On expiry or earlier termination of the Contract the Contractor shall, if so required, either surrender such property to the Agency or otherwise dispose of it as instructed by the Contract Supervisor.

8. MATERIALS

8.1. The Contractor shall be responsible for establishing his own sources of supply for goods and materials and will be responsible for ensuring the reasonable and proper conduct by his suppliers and staff whilst on the Agency's premises.

8.2. The Contractor shall not place, or cause to be placed, any orders with suppliers or otherwise incur liabilities in the name of the Agency or any representative of the Agency.

9. SECURITY

9.1. The Contractor shall be responsible for the security of all goods and equipment belonging to the Agency and used by the Contractor in the provision of the Services, belonging to the Contractor, or Contractors staff, or sub-contractors whilst on Agency premises.

9.2. This Condition shall not prejudice the Agency's rights under Condition 15.

10. VARIATIONS

10.1. The Contract Supervisor may vary the Contract by adding to, deleting or otherwise modifying the Services to be supplied, by written order to the Contractor provided such variations are reasonable and consistent with the nature, scope and value of the Contract.

10.2. The value of any such variation, other than any variation arising out of Condition 10.3, shall be determined by reference to the rates contained in the Pricing Schedule. Where the Services so ordered are not covered in the Pricing Schedule, they shall be valued at a fair and reasonable rate agreed between the Contract Supervisor and the Contractor.

10.3. Where a variation is the result of some default or breach of the Contract by the Contractor or some other cause for which he is solely responsible, any additional cost attributable to the variation shall be borne by the Contractor.

10.4. The Contractor may also propose a variation to the Services but no such variation shall take effect unless agreed and confirmed in writing by the Contract Supervisor.

10.5. No variation shall have the effect of invalidating the Contract, or placing the Contract at large, if that variation is reasonably consistent with the nature, scope and value of the Contract. The Agency may vary the Contract to comply with a change in English Law. Such a change will be effected by the Contract Supervisor notifying the Contractor in writing.

10.6. The Agency may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

10.6.1. any Contracting Authority; or

10.6.2. any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Agency; or

10.6.3. any private sector body which substantially performs the functions of the Agency, provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

10.7. Any change in the legal status of the Agency such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Agency.

11. EXTENSIONS OF TIME

11.1. Should the performance of the Contract be directly delayed by any cause beyond the reasonable control of the Contractor, and provided that the Contractor shall first have given the Contract Supervisor written notice within five working days after becoming aware that such delay was likely to occur, then the Contract Supervisor, if satisfied that this Condition applies:

11.1.1. in the case of any delay of which the Agency is not the cause, may grant the Contractor such extension of time, as in his opinion is reasonable, having regard without limitation, to any other delays or extensions of time that may have occurred or been granted under the Contract. The Contract Price shall not increase as a result of such an extension of time.

11.1.2. in the case of any delay of which the Agency is the cause, shall grant the Contractor a reasonable extension of time to take account of the delay.

11.2. No extension of time shall be granted where in the opinion of the Agency the Contractor has failed to use reasonable endeavours to avoid or reduce the cause and/or effects of the delay.

11.3. Any extension of time granted under this Condition shall not affect the Agency's rights to terminate or determine the Contract under Conditions 13 and 14.

12. DEFAULT

12.1. The Contractor shall be in default if he:

12.1.1. fails to perform the Contract with due skill, care, diligence and timeliness;

12.1.2. refuses or neglects to comply with any reasonable written instruction given by the Contract Supervisor;

12.1.3. is in breach of the Contract.

12.2. Where in the opinion of the Contract Supervisor, the Contractor is in default, the Contract Supervisor may serve a Notice giving at least five working days in which to remedy the default.

12.3. If the Contractor fails to comply with such a Notice the Contract Supervisor may, without prejudice to any other rights or remedies under the Contract, take over for as such a period as is necessary the performance of the relevant part of the Contract and make other arrangements for its completion. Any extra costs arising from this action, will be paid by the Contractor or deducted from any monies owing to him.

13. TERMINATION

13.1. The Agency may immediately, without prejudice to any other rights and remedies under the Contract, terminate all or any part of the Contract by Notice in writing to the Contractor, Receiver, Liquidator or to any other person in whom the Contract may become vested, if the Contractor:

13.1.1. fails in the opinion of the Contract Supervisor to comply with (or take reasonable steps to comply with) a Notice under Condition 12.2.

13.1.2. becomes bankrupt or insolvent, or has a receiving order made against him, or makes an arrangement with his creditors or (being a corporation) commences to be wound up, not being a voluntary winding up for the purpose of reconstruction or amalgamation, or has a receiver, administrator, or administrative receiver appointed by a Court.

'Termination under the Regulations'

13.2. The Agency may terminate the Contract on written Notice to the Contractor if:

13.2.1. the contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;

13.2.2. the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or

13.2.3. The Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations

that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.

13.2.4. The Contractor is granted the ability to terminate the Contract in the event of non-payment, other than for valid reasons outlined in this Contract, material breach by the client or insolvency of the client.

14. DETERMINATION

14.1. Without prejudice to any other rights or remedies under the Contract, the Agency reserves the right to determine the Contract at any time by giving not less than one month's Notice, (or such other time period as may be appropriate).

14.2. The Agency shall pay the Contractor such amounts as may be necessary to cover his reasonable costs and outstanding and unavoidable commitments necessarily and solely incurred in properly performing the Contract prior to determination.

14.3. The Agency will not pay for any costs or commitments that the Contractor is able to mitigate and shall only pay those costs that the Agency has validated to its satisfaction. The Agency's total liability under this Condition shall not in any circumstances exceed the Contract Price that would have been payable for the Services if the Contract had not been determined.

15. INDEMNITY

15.1. Without prejudice to the Agency's remedies for breach of Contract, the Contractor shall fully indemnify the Agency and its staff against any legally enforceable and reasonably mitigated liability, loss, costs, expenses, claims or proceedings in respect of:

15.1.1. death or injury to any person;

15.1.2. loss or damage to any property excluding indirect and consequential loss;

15.1.3. infringement of third party Intellectual Property Rights which might arise as a direct consequence of the actions or negligence of the Contractor, his staff or agents in the execution of the Contract.

15.2. This Condition shall not apply where the damage, injury or death is a direct result of the actions, or negligence of the Agency or its staff.

16. LIMIT OF CONTRACTOR'S LIABILITY

16.1. The aggregate limit of the Contractor's liability for claims made by the Agency, other than for death or personal injury, whether by way of indemnity or by reason of breach of contract, or statutory duty, or by reason of any tort shall be:

16.1.1. the sum stated in the Appendix;

16.1.2. if no sum is stated, the Contract Price or five million pounds whichever is the greater.

16.1.3 The aggregate limit shall apply for the initial contract period (36 months) and shall restart for a new extension period.

17. INSURANCE

17.1. The Contractor shall insure and maintain insurance against liabilities under Condition 15 (Indemnity) in the manner and to the values listed in the Appendix to these Conditions. If no sum is stated, the value insured shall be £5M (five million pounds.)

17.2. If specifically required by the Agency, nominated insurances shall be in the joint names of the Contractor and the Agency.

17.3. The Contractor shall, upon request, produce to the Contract Supervisor documentary evidence that the insurances required are fully paid up and valid for the duration of the Contract.

18. PREVENTION OF FRAUD AND CORRUPTION

18.1. The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.

18.2. The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Contractor's staff and the Contractor (including its shareholders, members and directors) in connection with the Contract and shall notify the Agency immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3. If the Contractor or the Contractor's staff engages in conduct prohibited by this clause 18 or commits fraud in relation to the Contract or any other contract with the Crown (including the Agency) the Agency may:

18.3.1. terminate the Contract and recover from the Contractor the amount of any loss suffered by the Agency resulting from the termination, including the cost reasonably incurred by the Agency of making other arrangements for the supply of

the Goods and any additional expenditure incurred by the Agency throughout the remainder of the Contract; or

18.3.2. recover in full from the Contractor any other loss sustained by the Agency in consequence of any breach of this clause.

18.4. The Contractor shall not, directly or indirectly through intermediaries commit any offence under the Bribery Act 2010 (as amended), in any of its dealings with the Agency.

19. MONITORING AND AUDIT

19.1. The Contract Supervisor may inspect and examine the Services being carried out on the Agency's premises, or elsewhere at any reasonable time. Where the Services are being performed on other than the Agency's premises, reasonable notice to inspect shall be given to the Contractor. The Contractor shall give all such facilities as the Contract Supervisor may reasonably require for such inspection and examination.

20. CONTRACT PRICE

20.1. The Contract Price will be paid by the Agency to the Contractor as amended by any Variations ordered under Condition 10 (Variations).

20.2. In addition to the Contract Price, the Agency will pay to the Contractor such Value Added Tax (if any) as may properly be chargeable at rates ruling at the time of invoice.

20.3. Subject to Schedule 2 and Condition 10 (Variations), the Price shall apply for the Initial Contract Period and until the end date of any extension or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

20.4 For each new 12 month period of the Contract, the Contractor can propose a Consumer Price Index (CPI) increase to the rates described in Schedule 2. The proposed increase for the next period must be submitted in writing by the Contractor to the Agency, 30 days in advance of the new period and must be accepted by the Agency at their discretion, and in advance of such rates taking effect.

21. INVOICING AND PAYMENT

21.1. Invoices shall only be submitted for work already satisfactorily completed, and accompanied by such information as the Contract Supervisor may reasonably require to verify the Contractor's entitlement to payment. Such invoices will be paid in 30 days from receipt by the Agency.

21.2. If any sum is payable under the Contract by the Contractor to the Agency, whether by deduction from the Contract or otherwise, it will be deducted from the next available invoice.

21.3. If the Contractor enters into a sub-contract with a supplier for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in the sub-contract which requires payment to be made of all sums due from it to the sub-contractor within 30 days from the receipt of a valid invoice.

21.4. If the Agency fails to pay any undisputed fees by the final date for payment under this Contract, the Contractor may suspend the performance of any or all of its Services and other obligations under this Contract by giving not less than seven days' notice.

22. INTELLECTUAL PROPERTY RIGHTS

22.1. All Prior Rights used in connection with the Services shall remain the property of the party introducing them. Details of each party's Prior Rights are set out in the Prior Right Schedule to this contract.

22.2. All Results shall be the property of the Agency.

22.3. The Resulting Rights in any Results, and any interim results shall, from the time they arise, be the property of the Agency and the Agency shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Results or any interim results. The Agency's intention to apply for such patent or other protection shall be notified to the Contractor. Such applications for patents or other registered intellectual property rights shall be filed in the name of the Agency.

Unless otherwise agreed in writing between the Contractor and the Agency, the Contractor hereby:

22.3.1. assigns to the Agency all Resulting Rights

22.3.2. grants the Agency a non-exclusive, non-transferable (save for the purposes of sub-licensing, reorganisation or transfer to a successor body, for the purposes of all the successor body's normal business use), irrevocable, royalty free perpetual licence to the Agency in respect of all the Contractor's Prior Rights necessary in order for the Agency to use or exploit the Resulting Rights.

22.4. The Contractor undertakes to the Agency not to use, exploit or deal with any of the Agency's Prior Rights, other than in the performance of the Contract unless the Contractor has first obtained a written licence from the Agency, in specific terms to do so.

22.5. The Agency undertakes to the Contractor not to use or exploit the Contractor's Prior Rights, save as provided in Condition 22.3.2.

22.6. The Contractor warrants to the Agency that the performance of the Services, the Contractor's Prior Rights and the Results shall not in any way infringe any intellectual property rights of any third party.

22.7. If the Contractor is prevented from carrying out his obligations under the Contract due to any infringement or alleged infringement of any Intellectual Property Rights, the Agency may without prejudice to any other rights and remedies under the Contract, exercise the powers and remedies available to it under Conditions 13 and 14, Termination and Determination respectively.

22.8. The Contractor shall not be liable if such infringement arises from the use of any design, technique or method of working provided by or specified by the Agency.

22.9. The Contractor waives in favour of the Agency its rights to object to derogatory treatment of the Results of the Work and the Contractor also agrees that he will not assert or seek to enforce against the Agency and/or any other person, firm or company any of its moral rights as defined in the Copyright Designs and Patents Act 1988 (as amended) without the prior agreement of the Agency.

22.10. The Contractor shall not be liable for any consequential losses, damage or injuries arising from third party misuse of the Results, of which the Contractor is not aware.

23. WARRANTY

The Contractor warrants that the Services supplied by him will be discharged with reasonable skill, care and diligence.

24. STATUTORY REQUIREMENTS

The Contractor shall fully comply with all relevant statutory requirements in the performance of the Contract, including, but not limited to the giving of all necessary notices and the paying of all fees.

25. ENVIRONMENT, SUSTAINABILITY AND DIVERSITY

25.1. The Contractor in the performance of this Contract should adopt a sound proactive environmental approach, designed to minimise harm to the environment, to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of single-use plastic, ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and/or the environment, and be able to provide proof of so doing to the Agency on demand.

25.2. The Agency is committed to ensuring that workers employed within its supply chains are treated fairly, humanely and equitably. The Agency expects the Contractor to share this commitment and to understand any areas of risk associated with this and work to ensure they are meeting International Labour Standards. The Contractor ensures that it and its sub-contractors and its supply chain:

25.2.1. comply with the provisions of the Modern Slavery Act 2015;

25.2.2. pay staff fair wages (and pays its staff in the UK not less than the Foundation Living Wage Rate); and

25.2.3. Implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

25.3. The Contractor should support the Agency to achieve its Public Sector Equality Duty by complying with the Agency's policies (as amended from time to time) on Equality, Diversity and Inclusion (EDI). This includes ensuring that the Contractor (and their sub-contractors) in the delivery of its obligations under this Contract:

25.3.1. eliminates discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;

25.3.2. advances equality of opportunity between people who share a protected characteristic and those who do not; and

25.3.3. fosters good relations between people who share a protected characteristic and those who do not.

25. PUBLICITY

The Contractor shall not advertise or publicly announce that he is supplying Services or undertaking work for the Agency without the Permission of the Contract Supervisor.

26. LAW

This Contract shall be governed and construed in accordance with the Law, and subject to the jurisdiction of the courts of England.

27. WAIVER

27.1. No delay, neglect or forbearance by the Agency in enforcing any provision of the Contract shall be deemed to be a waiver, or in any other way prejudice the rights of the Agency under the Contract.

27.2. No waiver by the Agency shall be effective unless made in writing.

27.3. No waiver by the Agency of a breach of the Contract shall constitute a waiver of any subsequent breach.

28. ENFORCEABILITY AND SURVIVORSHIP

28.1. If any part of the Contract is found by a court of competent jurisdiction or other competent authority to be invalid or legally unenforceable, that part will be severed from the remainder of the Contract which will continue to be valid and enforceable to the fullest extent permitted by law.

28.2. The following clauses shall survive termination of the Contract, howsoever caused: 13, 14, 15, 22, 23, 24, 27, 29, 30, 31, 32 and 33.

29. DISPUTE RESOLUTION

29.1. All disputes under or in connection with this agreement shall be referred first to negotiators nominated at a suitable and appropriate working level by the Agency and the Contractor.

29.2. If the parties' negotiators are unable to resolve the dispute within a period of forty five days from its being referred to them, the dispute shall be referred at the instance of either party to the parties' respective senior managers or directors (supported as necessary by their advisers).

29.3. If the parties' respective senior managers or directors are unable to resolve the dispute within forty five days the dispute shall be referred to the Centre for Dispute Resolution who shall appoint a mediator and the parties shall then submit to the mediator's supervision of the resolution of the dispute.

29.4. Recourse to this dispute resolution procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until forty five days after the appointment of the mediator.

29.5. If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be put in writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.

29.6. The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally.

29.7. Any of the time limits in Conditions 30 may be extended by mutual agreement. Such agreed extension shall not prejudice the right of either party to proceed to the next stage of resolution.

30. GENERAL

30.1. Neither party to the Contract will be liable to the other for any delay in performing or failing to perform its obligations (other than a payment obligation) under the Contract because of any cause outside its reasonable control. Such delay or failure will not constitute a breach of the Contract and the time for performance of the affected obligation will be extended by a reasonable period.

30.2. The Contract contains the whole agreement between the parties and supersedes all previous communications, representations and arrangements, written or oral. It is accepted that the Contract has not been entered into on the basis of any representations that are not expressly contained in the Contract.

30.3. The Contractor shall not be liable for any consequential losses arising from the provision of the Services.

31. FREEDOM OF INFORMATION ACT

31.1. The Agency is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000 (as amended) ('Act') and the Environmental Information Regulations 2004 (as amended) (Regulations').

31.2. The Contractor agrees that:

31.2.1. All information submitted to the Agency may need to be disclosed by the Agency in response to a request under the Act or the Regulations; and

31.2.2. The Agency may include information submitted (in whole or in part) in the publication scheme which it maintains under the Act or publish the Contract, including from time to time agreed changes to the Contract, to the public.

31.3. If the Contractor considers that any of the information included in its tender, or that it has submitted to the Agency or that is otherwise contained in the Contract, is commercially sensitive, it shall identify and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. The Contractor acknowledges that if it has indicated that information is commercially sensitive, such information may still be required to be disclosed by the Agency under the Act or the Regulations. The receipt of any material marked 'confidential' or equivalent by the Agency shall not be deemed to infer that the Agency agrees any duty of confidentiality by virtue of that marking.

32. DATA PROTECTION

32.1. In the event that the Contract requires data to be processed within the meaning of the Data Protection Legislation the Data Protection Schedule shall be completed by the Parties and provisions and definitions therein shall apply and bind the Parties as part of this Contract.

33. SPECIAL CONDITION – STAFF TRANSFER

33.1 This Contract envisages that subsequent to the commencement of this Contract, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this Contract, or part, or otherwise) resulting in a transfer of the Services in whole or in part ("**Service Transfer**"). If a Service Transfer is a relevant transfer for the purposes of the Employment Regulations ("**Relevant Transfer**") then, in such event, the Contractor or a Replacement Contractor would inherit liabilities in respect of the Transferring Employees and the provisions of this Special Condition 33 shall apply.

33.2 The definitions and rules of interpretation in this Agreement apply in this special condition together with the following definitions:

1. "**Contractor's Final Staff List**" means the list of all the Contractor's Personnel engaged in or wholly or mainly assigned to the provision of the Services or any part of the Services at the Service Transfer Date.

2. "**Contractor's Personnel**" means all employees, staff, other workers, agents and consultants of the Contractor and of any sub-contractors who are engaged in the provision of the Services from time to time

3. "**Contractor's Provisional Staff List**" means a list prepared and updated by the Contractor of all the Contractor's Personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of preparation of the list.

4. "**Data Protection Legislation**" means the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (*SI 2000/2699*), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (*SI 2426/2003*) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

5. "**Employment Regulations**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*) as subsequently amended or updated

6. "**Incumbent Employees**" means those employees whose contracts of employment transfers to the Contractor from the Incumbent Supplier as at the commencement date of this Contract pursuant to the Employment Regulation

7. "**Incumbent Supplier**" means the contractor or contractors (including sub contractors) who carried out any services which are identical or substantially similar to

any of the Services to be performed by the Contractor pursuant to this Agreement and which the Environment Agency received prior to the commencement of this Contract

8. "Replacement Services" means any services which are identical or substantially similar to any of the Services and which the Environment Agency receives in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the Environment Agency internally or by any Replacement Contractor.

9. "Replacement Contractor" any third party contractor who is engaged to provide the Replacement Services appointed by the Environment Agency from time to time.

10. Service Transfer Date: the date on which the Services (or any part of the Services), for whatever reason transfer from the Contractor to the Environment Agency (in-house) or any Replacement Contractor.

11. "Staffing Information" means in relation to all persons detailed on the Contractor's Provisional Staff List, such information as the Environment Agency may reasonably request (subject to the Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;
- (c) the identity of their employer or relevant contracting party;
- (d) their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual redundancy payment schemes;
- (e) the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;
- (f) details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and Agency car schemes applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work; and
- (i) copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals).

12. "Transferring Employees" those employees whose contract of employment will be transferred to the Environment Agency or a Replacement Contractor pursuant to the Employment Regulations on expiry or termination of this agreement.

The Incumbent Employees

- 33.3 The Environment Agency and the Contractor believe that, pursuant to the Employment Regulations, at the commencement of this Contract, the Contractor will become the employer of the Incumbent Employees.
- 33.4 The Environment Agency gives no warranties or indemnities and makes no representation in respect of the Incumbent Employees and the Contractor accepts that it solely shall be liable to meet all costs, claims, liabilities and expenses of whatever nature in respect of the Incumbent Employees
- 33.5 The Contractor shall indemnify the Environment Agency in full for and against all claims, costs expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Environment Agency including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:
- 33.5.1 any failure by the Contractor to comply with its obligations pursuant to the Employment Regulations; and
- 33.5.2 anything done or omitted to be done by the Contractor in respect of any of the Incumbent Employees whether before or after the commencement date of the Contract.

Service Transfer – Transferring Employees

- 33.6 The Contractor agrees that, subject to compliance with the Data Protection Legislation:
- 33.6.1 within 20 days of the earliest of:
- 33.6.1.1 receipt of a notification from the Environment Agency of a Service Transfer or intended Service Transfer;
- 33.6.1.2 receipt of the giving of notice of early termination of this agreement or any part thereof; or
- 33.6.1.3 the date which is 6 months before the expiry of the Contract Period or any renewal term,
- and, in any event, on receipt of a written request of the Environment Agency at any time, it shall provide the Contractor's Provisional Staff List and the Staffing Information to the Environment Agency or, at the direction of the Environment Agency, to a Replacement Contractor and it shall provide an updated Contractor's Provisional Staff List when reasonably requested by the Environment Agency or any Replacement Contractor;
- 33.6.2 at least 14 days before the Service Transfer Date, the Contractor shall prepare and provide to the Environment Agency and/or, at the direction of the Environment Agency, to the Replacement Contractor, the Contractor's Final Staff List, which shall be complete and accurate in all material respects. The Contractor's Final Staff List shall identify which of the Contractor's Personnel named are Transferring Employees;

33.6.3 the Environment Agency shall be permitted to use and disclose the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Contractor for any services which are substantially the same type of services (or any part thereof) as the Services; and

33.6.4 on reasonable request by the Environment Agency the Contractor shall provide the Environment Agency or at the request of the Environment Agency, the Replacement Contractor, with access (on reasonable notice and during normal working hours) to such employment records (and provide copies) as the Environment Agency reasonably requests.

33.7 The Contractor warrants that the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information will be true and accurate in all material respects.

33.8 From the date of the earliest event referred to in paragraph [0] of this Special Condition the Contractor agrees that it shall not without the prior written consent of the Environment Agency, assign any person to the provision of the Services (or the relevant part) which is the subject of a Service Transfer who is not listed in the Contractor's Provisional Staff List and shall not without the prior written consent of the Environment Agency (such consent not to be unreasonably withheld or delayed):

33.81 increase the total number of employees listed on the Contractor's Provisional Staff List save for fulfilling assignments and projects previously scheduled and agreed with the Environment Agency;

33.82 make, propose or permit any changes to the terms and conditions of employment of any employees listed on the Contractor's Provisional Staff List;

33.83 increase the proportion of working time spent on the Services (or the relevant part) by any of the Contractor's Personnel save for fulfilling assignments and projects previously scheduled and agreed with the Environment Agency;

33.84 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Contractor's Provisional Staff List; and

33.9 replace any of the Contractor's Personnel listed on the Contractor's Provisional Staff List or deploy any other person to perform the Services (or the relevant part) or increase the number of employees or terminate or give notice to terminate the employment or contracts of any persons on the Contractor's Provisional Staff List.

33.10 The Contractor will promptly notify the Environment Agency or, at the direction of the Environment Agency, the Replacement Contractor of any notice to terminate employment received from any persons listed on the Contractor's Provisional Staff List regardless of when such notice takes effect.

33.11 At least 14 days before the expected Service Transfer Date, the Contractor shall provide to the Environment Agency or any Replacement Contractor, in respect of each

person (subject to compliance with Data Protection Legislation) on the Contractor's Final Staff List who is a Transferring Employee, their:

- 32.11.1 pay slip data for the most recent month;
- 32.11.2 cumulative pay for tax and pension purposes;
- 32.11.3 cumulative tax paid;
- 32.11.4 tax code;
- 32.11.5 voluntary deductions from pay; and
- 32.11.6 bank or building society account details for payroll purposes.

33.12 In connection with a relevant transfer to which the Employment Regulations apply, the parties agree that:

- 33.12.1 the Contractor shall perform and discharge all its obligations in respect of all the Transferring Employees and their representatives for its own account up to and including the Service Transfer Date. The Contractor shall indemnify the Environment Agency and any Replacement Contractor in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Environment Agency or any Replacement Contractor including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:
 - 33.12.1.1 the Contractor's failure to perform and discharge any such obligation;
 - 33.12.1.2 any act or omission by the Contractor on or before the Service Transfer Date or any other matter, event or circumstance occurring before the Service Transfer Date;
 - 33.12.1.3 all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period on or before the Service Transfer Date;
 - 33.12.1.4 any claim arising out of the provision of, or proposal by the Contractor to offer any change to any benefit, term or condition or working condition of any Transferring Employee arising on or before the Service Transfer Date;
 - 33.12.1.5 any claim made by or in respect of any person employed or formerly employed by the Contractor other than a Transferring Employee for which it is alleged the Environment Agency or any Replacement Contractor

may be liable by virtue of this agreement and/or the Employment Regulations;

33.12.1.6 any act or omission of the Contractor in relation to its obligations under regulation 11 of the Employment Regulations, or in respect of an award of compensation under regulation 12 of the Employment Regulations except to the extent that the liability arises from the Environment Agency or Replacement Contractor's failure to comply with regulation 11 of the Employment Regulations; and

33.12.1.7 any statement communicated to or action done by the Contractor or in respect of any Transferring Employee on or before the Service Transfer Date regarding the Service Transfer which has not been agreed in advance with the Environment Agency in writing.

33.13 The Contractor shall indemnify the Environment Agency and any Replacement Contractor in respect of any claims arising from any act or omission of the Contractor in relation to any other Contractor's Personnel who is not a Transferring Employee during any period whether before, on or after the Service Transfer Date.

33.14 The parties shall co-operate to ensure that any requirement to inform and consult employee representatives in relation to any relevant transfer as a consequence of a Service Transfer will be fulfilled.

33.15 The Environment Agency shall assume (or shall procure that the Replacement Contractor shall assume) the outstanding obligations of the Contractor in relation to any Transferring Employees in respect of accrued holiday entitlements and accrued holiday remuneration before the Service Transfer Date.

34 **SPECIAL CONDITION: EXIT MANAGEMENT**

34.1 In the event of termination for whatsoever reason, the Contractor shall do all things reasonably requested by the Agency to ensure a smooth transfer of the Services either to the Agency or a Replacement Contractor. Such actions shall include as a minimum:

34.1.1 Providing all such relevant information on the Service as may be requested within a reasonable period;

34.1.2 Providing such knowledge transfer and in such manner as the Agency may reasonably request.

35 SPECIAL CONDITION: COVID 19

35.1 The Contractor shall not be in breach of its obligations under this Contract where it is prevented from performing its obligations as a result of COVID-19, but only to the extent that the Contractor has exercised reasonable skill and care in mitigating the impact of COVID-19 on the Services and having communicated such circumstances to the Environment Agency within a reasonable amount of time.

Appendix to Conditions Services

Ref: ecm_61466

Title: Hydrological Services – Groundwater Level Measurement

Condition

1 Contract Supervisor

3

Contact Supervisor: [REDACTED]

Address: [REDACTED]
[REDACTED]

2 Contractor

WSP UK Ltd – Main Contact – [REDACTED]

Address: WSP House, Chancery Lane, London, WC2A 1AF

3 Completion

6

Contract Start Date «10.05.2021 »

Contract End Date (Initial Term) «10.05.2024 »

Maximum Contract End Date (Including extensions) «10.05.2028»

The option to extend the Contract beyond the Initial Term Contract End Date for an additional four twelve month periods, is described within the Contract.

The decision to extend the Contract will be based on cost competitiveness, satisfactory performance of the Contractor and the on-going need of the Environment Agency. The Agency will notify the Supplier in writing of their intention to extend the Contract within these parameters, 40 days prior to the end of the previous Contract Period.

The Supplier must respond to this notification in writing to confirm acceptance of the Contract extension, within 7 days of receiving the notice.

4 Delivery

11

Address:- as above

5	Insurance	17
	Professional Indemnity Min. Cover	£5 million
	Third Party Minimum Cover	£5 million
	Public Liability Min. Cover	£5 million
6	Limit on Liability	16
	Limit on Contractors Liability	£5 million

SCHEDULE 1 – SPECIFICATION

Specification for Hydrological Services – Groundwater Level Measurement

The intended services are (including, but not limited to):

- Monitoring of water levels at observation boreholes, piezometers, shallow dip wells and gauge boards.
- Routine maintenance of all the monitoring points.
- Installation and setting of extra data loggers on sites as required.
- Provide a 3 month hand-over plan of water level monitoring to in-house Environment Agency Teams if this is required at any point during the contract
- Provide a 3 month hand-over plan at the end of the contract to an alternative contractor if required
- occasional stream gauging

The amount of hydrological work required by the Environment Agency is not guaranteed.

Background

The East Anglia Area of the Environment Agency has established an ongoing Strategy for Groundwater Investigations and Modelling. The Strategy is being managed by the Environment & Business (E&B) Technical Projects Team which is part of the national E&B groundwater team. The aim of the strategy maintains and improves a number of mathematical model assets of all the significant aquifers within East Anglian and Lincolnshire and Northamptonshire area. The models are used to forecast potential impacts of current and proposed groundwater abstractions on the water environment, enabling water resource management decisions to be made with best current scientific knowledge.

The hydrological monitoring services (described below) are part of the data maintenance process and needed to define and validate the models. The data obtained will also be used to assist other Agency initiatives such as the Restoring Sustainable Abstraction (RSA) programme and overall abstraction management .

The Contract will be managed by the Environment Agency . The Contractor will report directly to the Environment Agency, who will be responsible for ensuring the financial and technical control of the works. The Environment Agency Project Manager responsible for overall management of the works will be Dr Simon Linford-Wood or a nominated alternative.

Scope of Works

The hydrological monitoring services that are required are specified under the following headings:

Groundwater level monitoring
Other occasional stream gauging services

The services described are meant to indicate the general scale of the work required, but the exact scope of the Services would be agreed upon at the commencement of the new contract.

Performance will be continually monitored and this will feed into an annual review. The initial contract will be awarded for 36 months and may subsequently be let on an annual basis up to the maximum of 4 additional years. Any extension will be subject to cost competitiveness, satisfactory performance and the ongoing requirements of the Environment Agency. The Environment Agency does not commit itself to a specific work programme for the 7 year duration of the contract.

If in the event of a change in Contractor, a suitable period of hand-over will be agreed between all parties. This is likely to involve a visit by both old and new contractors to each site over the first three months of any new contract. The Contractor will be required to complete a Contract Exit Plan, which will be submitted to the Environment Agency Contract Officer within one month of the Contract Start Date.

Specific Requirements - Groundwater level monitoring

General

The Contractor will make monthly visits to measure and record water levels at the monitoring points listed in Appendix 1. The current network consists of monitoring points located on or near 102 wetland sites. However, it should be noted that the extent and size of this network does alter over time as additional monitoring requirements are identified and existing installations become redundant.

The environmentally sensitive nature of the sites requires great care during the performance of the works to avoid any disturbance or damage to the flora and fauna on the sites and access along agreed routes.

Many of the sites contain open water surfaces and/or wetland ground conditions that require careful adherence to well-defined health and safety guidelines specific for each site. Appendix 5 contains relevant Health and Safety information for guidance of the Contractor. Site specific Health and Safety information will be made available to the Contractor following award of the contract to assist the Contractor to prepare site risk assessments and Health and Safety plans, but the Contractor will be required to visit each site themselves to make their own risk assessments.

The Contractor will observe the relevant requirements set out in the following standards or publications of the Environment Agency, copies of which are available on request from the Environment Agency:

Environment Agency, 2010 Hydrometric Manual. Chapters 1-12

Environment Agency, 2001 A guide to monitoring water levels and flows at wetland sites.

National Centre for Groundwater and Contaminated Land Publication.

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/290440/scho0703bfoi-e-e.pdf

Collection of field data

At present the monitoring points include 386 observation boreholes, 158 shallow dipwells and 222 gaugeboards, but these numbers will fluctuate during the contract period as new monitoring points are installed and existing points are removed from the network. Details of the specific monitoring requirements at the current sites are presented in Appendix 1.

Manual water level measurements will be required at all boreholes, dipwells and gaugeboards, together with uploading data from electronic data-loggers. The services required will also include the installation and setting up of extra data-loggers on new monitoring points, and data quality processing and transfer of the data to the Environment Agency in a format compatible with the Environment Agency's WISKI database.

Observation boreholes and dip wells

Measurement of water level in boreholes will be made in accordance with the Environment Agency standards for hydrometric measurements.

Where a data-logger is not installed, a single water level measurement will be taken once per month at each monitoring point at each site identified on the schedule of sites (Appendix 1). Where a data-logger is installed, data will be downloaded quarterly, and a water level measurement taken at the same time (The boreholes occur singly or in groups of 2 or 3 closely spaced boreholes.)

Data will be recorded on approved field sheets or notebooks and show the Environment Agency borehole number, time of measurement, location of measurement reference and the depth to water. The Contractor will retain original field records for future inspection and hand-over to the Environment Agency.

It will be the Contractor's responsibility to be aware of and take into consideration previous monitoring data at each site in order to validate the measured water level.

The Contractor will observe existing measurement reference points. The Contractor's field sheets should reflect the need for data validation and show expected maxima/minima and the approximate depth of the borehole as a guide for field operatives.

Readings falling outside expectation will be rechecked and reported to the Environment Agency at the earliest opportunity.

In addition to routine water levels, the depth of each observation borehole will be reported at the commencement of the works and thereafter at six monthly intervals.

Any significant change in depth or borehole condition should be recorded on the field sheet and reported no later than the next monthly report to the Environment Agency.

Gauge boards

Gauge boards will be read according to the standards referenced above. Where a data-logger is not installed, a single measurement will be made once per month at each and every site identified on the schedule (Appendix 1). Where a data-logger is installed, data will be downloaded quarterly, and a water level measurement taken at the same time.

Data will be recorded on approved sheets or notebooks as set out above and each operative will hold validation data during each visit to the site.

The Contractor will ensure that the gauge board remains secure and vertical and that the graduations are clearly legible and free of debris. Provision will be made for cleaning gauge boards where access may be difficult. Any irregularity of measurement or gauge board condition should be recorded on the field sheet and reported promptly to the Environment Agency Consultant.

Downloading of data-logging devices

Data-logging devices are currently installed at 390 selected observation boreholes, dip wells and gauge boards so that short-term measurements of water level can be automatically recorded (the data-logger type and locations are shown in Appendix 1). Installed equipment varies but is generally one of the following types:

- CAMBERTRONICS CTL203E data-logging unit attached to vented cable and DRUCK transducer (PDCR 1830).
- TECHNOLOG (MetroLog 420TA) data-logging unit attached to vented cable and DRUCK transmitter (PTX 530).
- TECHNOLOG (MetroLog 420MET) data-logging unit attached to vented cable and DRUCK transmitter (PTX 1830).
- Van Essen Diver combined data-logger and absolute transducer units (at dip well installations)
- OTT Mini loggers, EC Divers, Baro-loggers and Isodaq loggers are also used.

It will be the Contractor's responsibility to become familiar with each individual installation using whatever equipment is installed and maintain a record of logger and transducer serial number, cable length and depth setting of the transducer/transmitter. The Contractor will maintain records of any changes in the equipment or its settings. It is also expected that the Contractor will be responsible for calibration of the pressure transducers and EC Divers

If required, The Environment Agency will make available appropriate field computers installed with appropriate software for the collection of logger data. It will be the Contractor's responsibility to maintain this equipment in fully functional condition. At the time of each download, the water level will be manually measured and recorded and compared with the reading displayed by the logging unit. Discrepancies between the manual and logger reading will be recorded on field sheets and the logger will re-calibrated as appropriate. The Environment Agency and the Contractor will agree limits and tolerances relating to the necessity for logger re-calibration. The Contractor will perform checks on the downloaded data that establishes the continuity of the data since the previous download.

The Contractor will maintain an event log for each visit to record the time of download, the manual water level, the necessity for re-calibration, any noticeable data aberrations, the detection of equipment malfunction and any resetting of depths. The Contractor may wish to record further information that enhances the monitoring of the borehole and its installed equipment.

Site Maintenance

The Contractor will be required to carry out regular maintenance work, which will mainly comprise cleaning gaugeboards, reed cutting and vegetation trimming to keep open the access paths to the piezometers and dipwells and the access paths and lines of sight to the gaugeboards. The equipment required to do this work will be supplied and maintained by the Contractor. A schedule of the maintenance requirements for the currently monitored sites is available and will be provided to the Contractor at the start of the contract to assist him in drawing up a maintenance programme.

At the start of the contract the Contractor will be required to contact the respective site landowners and Natural England to agree the necessary maintenance work and access arrangements with them before finalising the maintenance programme.

Continuity of Data

The Contractor will take all reasonable precautions to ensure continuity of water level data. In this regard, the Contractor is expected to:

- Anticipate overflowing conditions and arranging for capping of piezometers as required (with artesian flanges supplied by the Environment Agency). Some sites are subject to seasonal artesian flowing condition.
- Take prompt action to ensure that data losses due to damage or to malfunctions are minimised. In any event, this information should be reported to the Environment Agency.

Routine Reporting

The Contractor and Agency will agree a date on which all monthly data will be received at the Environment Agency office. It will be the Contractor's responsibility to ensure that the necessary schedule of monthly transfer is met.

It is anticipated that the Contractor will input the manual water level readings and data-logger data directly into the Environment Agency's WISKI data archive, for which arrangements will be made. The contractor will also compensate the electronic Diver data which will then be transferred to WISKI. All data will also be accompanied by a summary of incidents during the month relating to access problems, equipment malfunctions and any other issue that may affect the continuity of data collection. The format of data will be agreed between the Contractor and the Environment Agency.

The Contractor will set out, as part of their completed bid, how he proposes to manage this task and should provide example data sheets.

Installation of Further Equipment

It may be necessary for the Contractor to install new data-logging equipment or remove and re-install equipment between existing sites. There is also provision in the pricing of the tender for costing of this work.

Also, there may be other activities requested by the Environment Agency and related to maintenance of the monitoring programme or collection of alternative data. To allow for this possibility, an additional item has been included in the pricing of the tender to cover staff and labour costs for agreed services that may be required (see table 2 & 3 in Schedule 2)

Other Services

From time to time the Contractor may be requested to provide the following extra services:

- General hydrometric work including stream gauging

These services will be specified by the Environment Agency during the contract period as and when required, and the Contractor will be required to provide a proposed method for the work, together with a price that will be based on staff charge rates.

Measurement Equipment

The Contractor will be responsible for supplying and maintaining all equipment required for field measurements. This will include but not be limited to:

- water level dip meters
- current meters
- measuring tapes
- tools for accessing capped boreholes
- personal protective clothing
- site maintenance equipment
- geo-positioning equipment e.g. hand held GPS

All equipment used for measurements of water level will be approved prior to use and will be kept in clean and fully functional condition.

Water level tapes will be graduated to centimetre accuracy. Water level tapes will be physically checked at 4 monthly intervals to establish the measurement accuracy. A record of performance will be kept and available for inspection. Each device will measure to an accuracy of no less than +/- 2mm per 10 metres of length. All measuring equipment is to be regularly checked and re-calibrated in accordance with recognised Agency standards.

The Environment Agency will make available field computers for downloading of data-logging data, if required.

Security

At all times the Contractor will maintain the integrity at each installation and will ensure that any contamination at the site is avoided. If the Contractor does cause any contamination they must inform the Environment Agency at the earliest opportunity. In such cases the Contractor will be responsible for all clean-up costs. The Contractor will ensure that any site access restrictions are observed, such as contacting the landowner if required before each visit. The Contractor will be expected to adopt a practical and reasonable approach in resolving any site access issues that may arise.

Access

For groundwater level monitoring sites, access to most of the monitoring installations involves walking distances of up to several hundred metres from the nearest safe vehicle parking point which is often on the verge of a minor rural road or farm track.

The Environment Agency has negotiated formal access arrangements to all the sites listed in Appendix 1 with the respective landowners. Details of specific access requirements or restrictions, where they apply, will be given to the Contractor at the start of the contract. It will be the Contractor's responsibility to contact individual landowners at these sites and agree a schedule of visits.

The Environment Agency will make arrangements for the issue of suitable ID cards or letters of identification for nominated field personnel, stating that the Contractor is working for the Environment Agency.

In general, access is for pedestrians only. The Environment Agency's own Abloy locks are on all installations and so the Contractor will require an Agency key common to all locks which, where necessary, will be provided. Only the Environment Agency is authorised to make copies of the keys. Keys will not be passed to a third party without prior authorisation by the Environment Agency. Keys must be returned to the Environment Agency when the Contract ends.

The Contractor will report any situation where access is changed or denied by the landowner or tenant of any site. The Environment Agency will act upon this information and issue guidance, as necessary.

Covid-19

The Environment Agency is currently undertaking field hydrometric monitoring in accordance with HM government specified COVID secure guidance. As this guidance is being continually updated and subject to change the successful Contractor will be expected to comply with relevant guidance as specified from the time the Contract is awarded.

Meetings

For the groundwater level monitoring work the Contractor will attend a start-up meeting prior to commencement of the works, and will also attend periodic progress meetings at approximately 6 monthly intervals to review progress of the groundwater level monitoring work.

The venue of the meetings will be confirmed but are likely to take place in Peterborough or via telephone conference where appropriate.

Health and Safety Plan

It is the Contractor's responsibility to familiarise itself with conditions at each site. The Contractor will prepare a Health and Safety Plan based on its own risk assessment of each site. The Plan will take into account:

- The nature of the work (for flow gauging this will include the gauging methods to be used)
- The existing environment
- Access restrictions and requirements for sites and watercourses
- Identification of natural and artificial hazards
- Health risks
- Safe systems of work
- Covid-19

Appendix 5 of the ITT contains relevant Health and Safety information for the Contractor's information and guidance. Site specific health and safety and risk identification documents have been prepared by others and can be made available at the Contractor's request. The Contractor will also prepare and maintain appropriate documentation covering all relevant aspects of Health and Safety. The documentation will also identify access arrangements for each site that will be strictly observed.

Health and safety requirements

The health and safety requirements are that the Contractor complies with all statutory requirements in respect of health and safety and:

- follows the Environment Agency's best practices in respect of all the Contractor's activities (these can be made available during the tender period)
- has the objective and management processes to work to reduce hazards to people and property,
- observes the safety rules of the Employer when on Environment Agency owned or controlled sites or premises and
- observes all other safety rules and/or best practices related to locations worked at or things being worked on.

If the Contractor has doubt about the extent to which a health and safety matter is the responsibility of the Contractor, he notifies the Employer and co-operates to clarify the matter.

Initiation and Authorisation of work

Details of the assignment initiation procedure will be discussed with the appointed Contractor at the start of the contract. As a guide, this may include:

An Assignment Plan, which may include:

- The Scope, including a statement of the approaches or methods to be adopted.
- A work programme, including a Gantt chart
- An overall cost forecast for the Assignment, together with a breakdown of the costs by Task within the pricing data

If in the event of a change in Contractor, a suitable period of hand-over will be agreed between all parties. This is likely to involve a visit by both old and new contractors to each site over the first few months of any new contract.

Substitution of Contractor's Staff

During the course of an assignment, the Contractor may wish to replace a person named in the Project Plan with an alternative member of staff. The Environment Agency will only accept a replacement if the relevant qualifications and experience, as well as the charge-rate are equal to the person being replaced.

The Contractor should be aware that in the experience of the Environment Agency, replacement of project staff usually leads to delays in the programme, together with an increase in the Contractors costs. The Contractor should note that the substitution of staff is not a compensation event, and so substitution may lead to poor performance on an assignment.

Performance Measures

Performance levels will be continually monitored and discussed throughout the lifetime of the Contract, during the required meetings outlined in the scope. This will feed into the annual review. The Contractor is invited to provide a clear metric for performance measurement, which the Authority may adopt to monitor quality and progress.

Pricing and Payment Strategy

The pricing strategy for this Service is fixed price for the initial 12 month Contract Period. After this, the Contractor can apply an annual CPI increase to their agreed rates. This increase must be proposed to the Agency and agreed 30 days prior to the next Contract period commencing.

Payment for a site visit will be made only for measurements at each and every designated installation, unless the Contractor can demonstrate problems with access or technical malfunction beyond its responsibility.

The cost model is based on the schedule of unit costs submitted in table 1, schedule 2 of this Contract. This relates to the resources required to monitor each site multiplied by the number of installations on each site and the frequency of visit attached to each site i.e. 12 per annum (monthly) and 4 per annum (logger related) quarterly. The annual monitoring schedule proposed by the Contractor will provide the forecast of monthly spend and will be used to track progress throughout the year.

Monthly invoicing is preferred and should be itemised to show costs incurred for the sites visited in that month. This should include;

1 - The fieldwork element – the cost of sampling the sites x number of installations attended in that month. The cost should include the assignment management and data processing cost for staff to upload the data to the WISKI database.

2 - Additional variable monthly costs incurred for provisional items with fixed costs (which have been agreed in advance).

All costs have been identified in Schedule 2, and the Environment Agency will not be responsible for any expenditure not identified at tender stage.

Duration of the Contract

The Contract is awarded to the successful bidder for an initial period of 36 months. The Agency may decide to extend the Contract up to a maximum of four additional 12 month periods. The decision to extend the Contract will be based on cost competitiveness, satisfactory performance of the Contractor and the on-going need of the Environment Agency.

For each 12 month period the Contractor is allowed to apply a CPI increase to their fixed rates. This must be submitted and agreed with the Agency 30 days prior to the next Contract period.

Should the Agency decide to extend the Contract beyond the initial 36 month period, the Agency will issue a Change Control Note (CCN) to confirm award of the Contract extension, which must be accepted electronically by the Contractor, via the Agency's e-tendering system.

SCHEDULE 2 – PRICING

Table 1 outlines the schedule of current sites which require monitoring (accurate at the time of tender), the number of installations at each site, the number of visits per year, the frequency of visits required, and the unit price to monitor each site.

WSP have included a separate charge of £36,400.00 for assignment management, data processing & import costs for the first 12 month period, which the Agency anticipates to be chargeable for each 12 month period.

The total cost for monitoring all sites for the first 12 month period (including the management and data costs) is £114,833.00. This includes all costs to complete the defined works outlined in the Specification, including data transfer, management costs, mobilisation and other associated variable costs required to attend, prepare and clean the site as required.

The Contract is awarded for the initial 36 month period, which is a total of £344,499.

This figure does not include the allowed annual CPI index increase, which will be agreed and applied to the Contract via a CCN as outlined previously.

Table 2 outlines the Groundwater provisional items which have been priced to allow the Contract Manager to call off these additional provisions, should they be required.

WSP have assumed that all GW provisional items are contained within a wetland site that is already being visited.

Table 3 shows the staff charge rates applicable for the Contract, which will allow the Agency to commission additional work in relation to this Contract, at these defined rates, during the lifetime of the Contract.

Table 2

Item No.	Description	Unit price
1	Single borehole, dipwell or gaugeboard manual reading	£ [REDACTED]
2	Single borehole, dipwell or gaugeboard logger download	£ [REDACTED]
3	Two No. piezometers within close proximity (within 10m) manual reading	£ [REDACTED]
4	Two No. piezometers within close proximity (within 10m) logger downloads	£ [REDACTED]
5	Three No. piezometers within close proximity (within 10m) manual reading	£ [REDACTED]
6	Three No. piezometers within close proximity (within 10m) logger downloads	£ [REDACTED]
7	Installation of new data-logging equipment, initial calibration and subsequent reporting of the data.	£ [REDACTED]
8	Removal of data-logging equipment from an existing borehole/gaugeboard, installation in a further borehole/gaugeboard, initial calibration and subsequent reporting of the data.	£ [REDACTED]

Table 3

Item No.	Employee Name	Charge Rate (hourly)
1	[REDACTED]	£ [REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
19	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]

SCHEDULE 3 – CHANGE CONTROL

Contract Change Note	
CCN Number	
Contract Reference Number and Title	
Variation Title	
Number of Pages	

WHEREAS the Contractor and the Agency entered into a Contract for the supply of [project name] dated [dd/mm/yyyy] (the "Original Contract") and now wish to amend the Original Contract

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this Change Control Notice:

Contract Change Details		
Change Requestor/Originator	[x]	
Summary of Change	[x]	
Reason for Change	[x]	
Revised Contract Value	Original contract value	[£x]
	Previous contract change values	[£x]
	Contract Change Note [x] value	[£x]
	New revised contract value	[£x]
Revised Payment Schedule	[x]	
Revised Specification	[x]	
Revised Contract Period	[x]	
Change in Contract Manager	[x]	
Other Changes	[x]	

2. Save as amended all other terms of the Original Contract shall remain effective.
3. This CCN takes effect from the date on which both Parties communicate acceptance of its terms via Bravo.

DATA PROTECTION SCHEDULE

Definitions – the definitions in this Schedule and the Contract shall apply:

Annex 1: the Schedule of Processing, Personal Data and Data Subjects attached to this Data Protection Schedule.

Annex 2: Joint Controller Agreement (where required).

Party: a Party to this Contract.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer: takes the meaning given in the GDPR.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

Data Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

Joint Controllers: where two or more Controllers jointly determine the purposes and means of processing. **Protective Measures:** appropriate technical and organisational measures which may include: the use of pseudonyms and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Annex 1 (Security).

Sub-processor: any third Party appointed to process Personal Data on behalf of the Processor related to this Contract.

1. DATA PROTECTION

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Agency is the Controller and the Contractor is the Processor unless otherwise specified in Annex 1. The only processing that the Processor is authorised to do is listed in Annex 1 by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with Annex 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Contractor Personnel do not process Personal Data except in accordance with this Contract (and in particular Annex 1);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.

- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;

- (c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Schedule such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 Where the Parties include two or more Joint Controllers as identified in Annex 1 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Annex 2 in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

Annex 1 - Schedule of Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are:

[REDACTED]

Horizon House, Deanery Road, Bristol BS1 5AH

2. The contact details of the Processor's Data Protection Officer are:

[REDACTED]

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this Annex 1.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Agency is the Controller and the Contractor is the Processor in accordance with Clause 1.1.
Subject matter of the processing	The hydrological monitoring services included in this Contract are part of a data collection and maintenance process needed to define and validate groundwater models in the area. The data obtained is also used for forecasting, Agency initiatives such as the Restoring Sustainable Abstraction (RSA) programme and overall abstraction management . The processing is needed in order to allow the Contractor to contact Landowners and gain access authorisation for those sites where prior notice must be given to dip levels and download data from loggers on EA monitoring assets.
Duration of the processing	The duration of the processing is a maximum of seven years from 10/05/21 to 10/05/28.
Nature and purposes of the processing	The nature and purpose of the processing is to allow the Contractor to store the contact details of the land owners on whose land the EA monitoring assets are located. This is to enable the contractors to call and confirm access permission prior to field visits to ensure they do not adversely disturb wildlife breeding or other recreational activities that may be occurring periodically. The information will be stored securely

	and updated where necessary throughout the lifetime of the Contract.
Type of Personal Data being Processed	Name, telephone number and address of each landowner will be held for the purpose described.
Categories of Data Subject	Landowner
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The data will be retained for the duration of the Contract and must be destroyed within 30 days of the Contract end date.

WSP PROPOSAL

NOTE: The appendices referenced in this proposal have not been included in the Contract due to their size. The appendices are available on request and a copy has been saved to the Agency's e-sourcing system.

Environment Agency

HYDROLOGICAL SERVICES - EAST ANGLIA WETLAND GROUNDWATER LEVEL MEASUREMENT



TYPE OF DOCUMENT (VERSION) CONFIDENTIAL



CONFIDENTIAL

FORWARD

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 CONTRACT MANAGEMENT & RESOURCES

1.1 PROPOSED SUBCONTRACTORS AND SERVICES

[REDACTED]

1.2 RESOURCE BASE AND MANAGEMENT ARRANGEMENTS

[REDACTED]

1.2.1 ORGANISATIONAL CHART

[REDACTED]

[REDACTED]

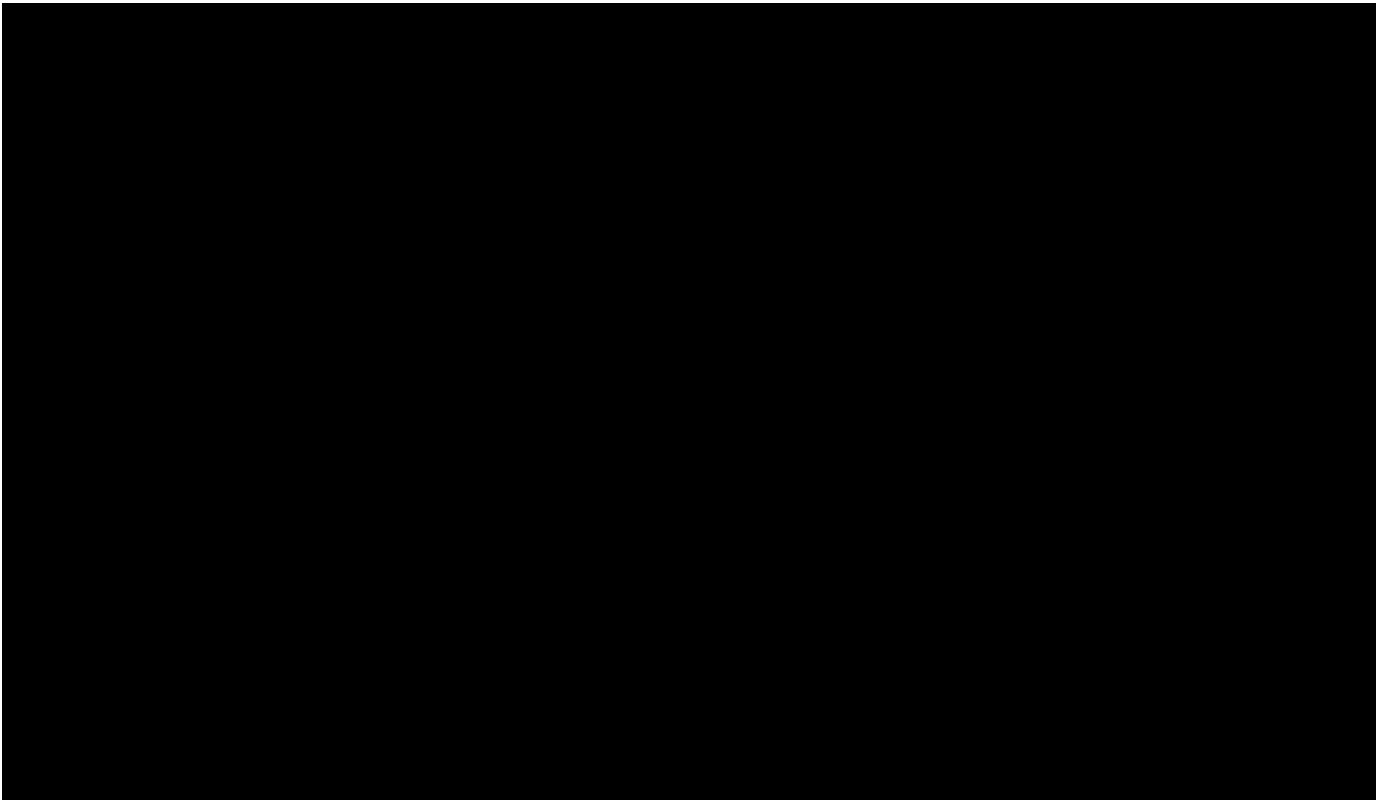
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



1.2.2 LOCATIONS FROM WHICH THE SERVICES ARE TO BE PROVIDED

[Redacted text block]

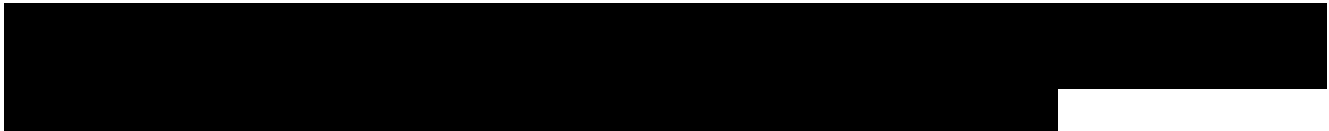
[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

•



• [REDACTED]

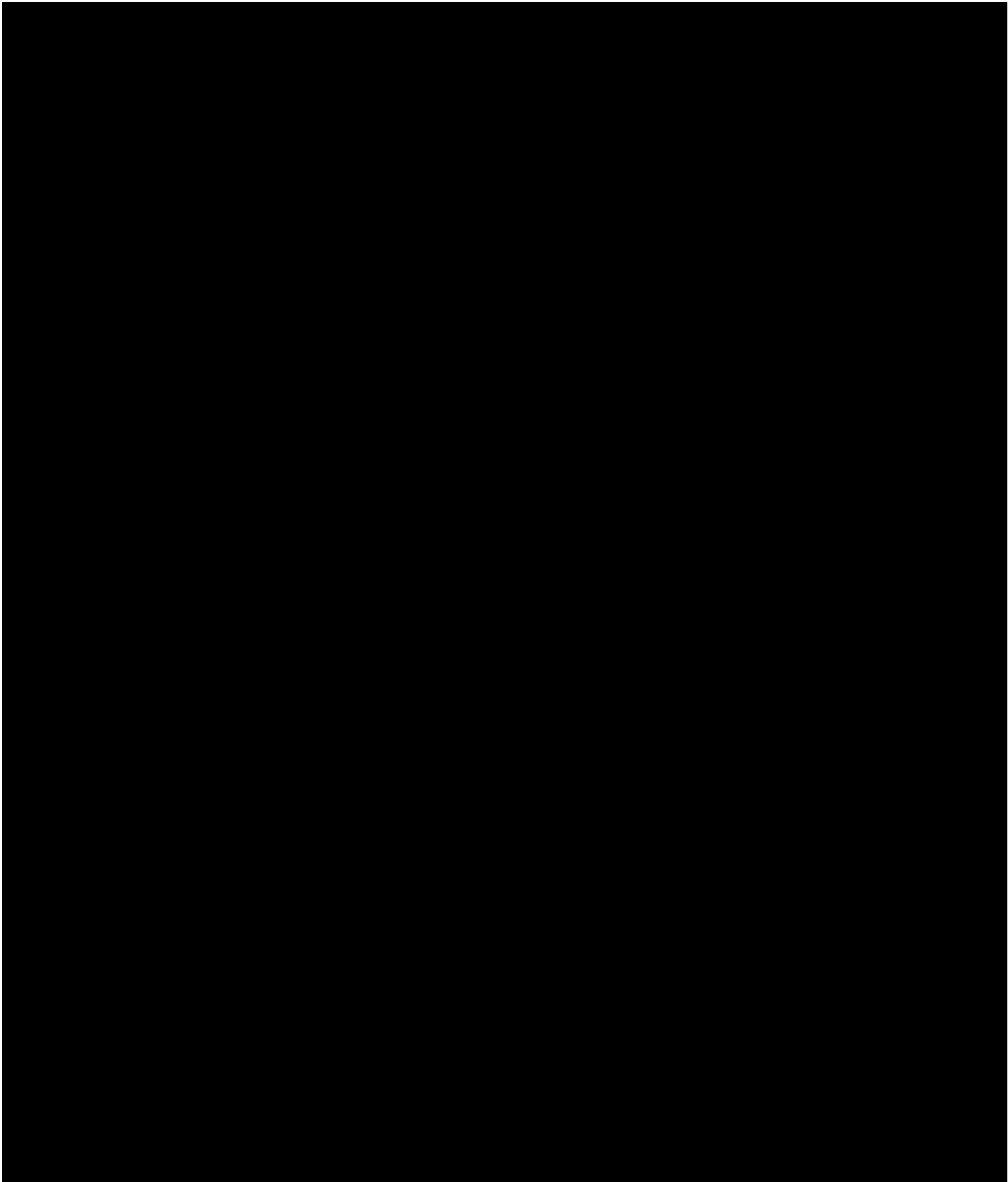
■ [REDACTED]

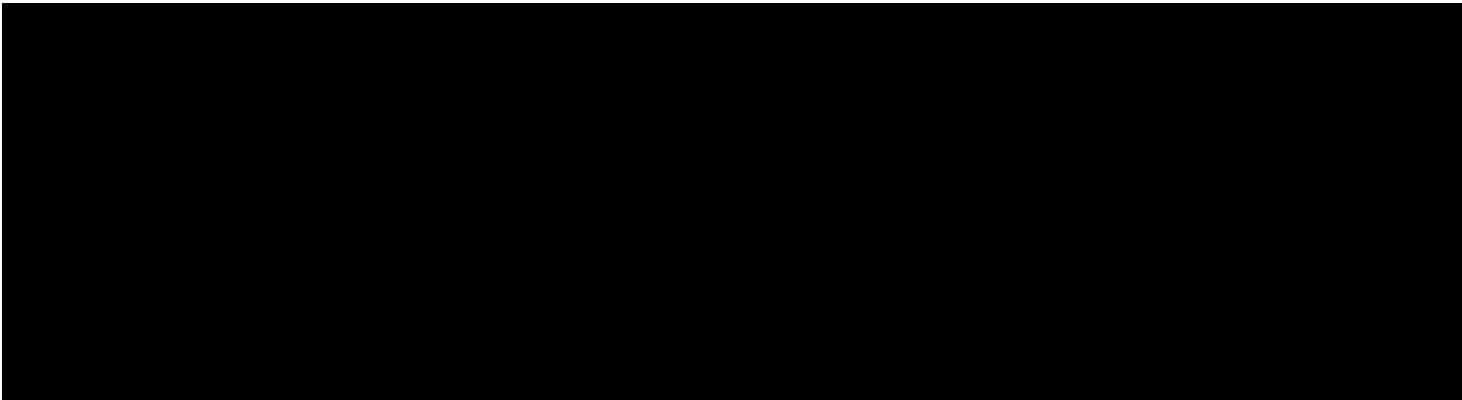
[REDACTED]

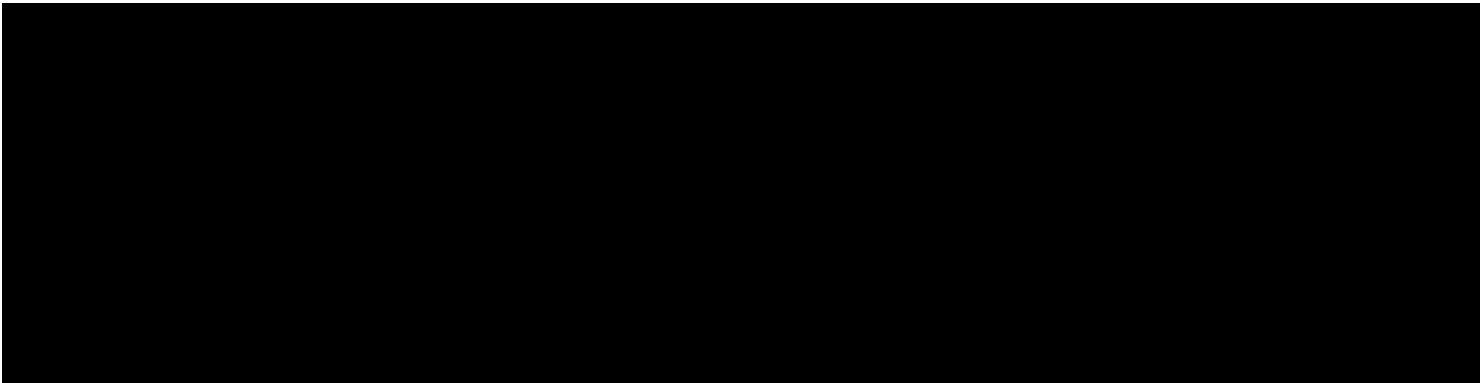
[REDACTED]

[REDACTED]

1.2.3 TABLE OF STAFF







1.2.4 PROPOSED STAFF TO LEAD THE CONTRACT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.2.5 MANAGEMENT STRUCTURE

[REDACTED]

[REDACTED]

[REDACTED]

Below is a summary of the roles and responsibilities of the key individuals.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 [REDACTED]
2 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [illegible]

1.4 DETAILS OF INSURANCES

Copies of our Public Liability, Professional Indemnity and Employers Liability Compulsory Insurances are provided in **Appendix 1.4**.

2 EXPERIENCE & QUALIFICATIONS

2.1 PROPOSED TEAM EXPERIENCE AND QUALIFICATIONS

[illegible]

2.2 CV'S FOR THE IDENTIFIED POSTS

Please see **Appendix 2.2** for CV's of all of the proposed roles.

As requested, the CVs include the following information - position in the company, key skills and expertise, number of years of relevant experience, and projects worked on which are relevant to the services required.

2.3 PROJECT EXPERIENCE – DETAILS OF THREE PROJECTS AND STAFF

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]



[Redacted]

[Redacted]

[Redacted]

3 QUALITY OF TECHNICAL WORK AND PROJECT MANAGEMENT

3.1 ENSURING QUALITY OF WORK & CONSISTENT APPROACH

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.1.1 TECHNICAL QUALITY – GROUNDWATER MONITORING

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.1.2 TECHNICAL QUALITY – STREAM FLOW GAUGING

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.2 ONGOING RECRUITMENT, RETENTION, TRAINING & CONTINUED CAREER DEVELOPMENT

[REDACTED]

Recruitment and Selection

[REDACTED]

Retention

[REDACTED]

[REDACTED]

Performance Management

[REDACTED]

[REDACTED]

Professional Development & Technical Skills

[REDACTED]

[REDACTED]

Leadership and Management Development

[REDACTED]

Project Management Development

[REDACTED]

[REDACTED]

3.3 ADDING VALUE AND INNOVATION

[REDACTED]

[REDACTED]

Backup Dataloggers

[REDACTED]

Telemetry

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Monitoring Equipment



[REDACTED]

Site Conditions

[REDACTED]

On-line Field Data Capture

[REDACTED]

Route Optimisation and Planning

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4 APPRECIATION OF THE TASK AND RISK MANAGEMENT

4.1 APPRECIATION OF THE SERVICES REQUIRED

[REDACTED]

[REDACTED]

Groundwater (GW) Monitoring

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Stream Flow Gauging

[REDACTED]

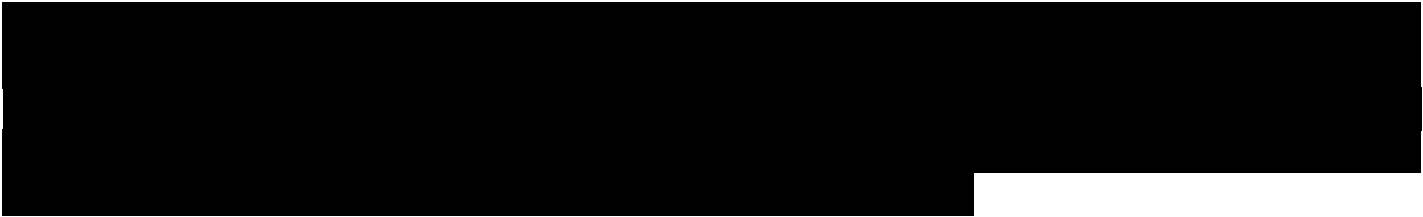
[REDACTED]

[REDACTED]

[REDACTED]

Three Month Hanover Plan

[REDACTED]



4.2 PROPOSED OVERALL WORK PLAN

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Groundwater Level Monitoring

[REDACTED]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.3 APPRECIATION OF EQUIPMENT & IT INFRASTRUCTURE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4.4 RISK REGISTER

[REDACTED]

[Redacted]

5 HEALTH AND SAFETY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6 ENVIRONMENTAL

6.1 MITIGATION OF BIGGEST ENVIRONMENTAL RISKS

[Redacted text block]

Biological Contamination

[Redacted text block]

- [Redacted text block]

Emissions

[Redacted text block]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

i [REDACTED]

Damage to Flora, Fauna and the Environment

[REDACTED]

[REDACTED]

i [REDACTED]

i [REDACTED]

i [REDACTED]

i [REDACTED]

i [REDACTED]

i [REDACTED]

i [REDACTED]

Pollution of Watercourses

[REDACTED]

i [REDACTED]

i [REDACTED]

i [REDACTED]

i [REDACTED]



6.2 PROPOSALS ON HOW TO USE TECHNOLOGY TO ENHANCE SERVICE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.3 MITIGATING ACTIONS WITH REGARD TO ENVIRONMENTAL AND SECURITY ELEMENTS

[REDACTED]

[REDACTED]

[Redacted content]

10 ASSUMPTIONS

[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	

