



Framework: Co	llaborative Delivery	Framework
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Supplier:

Company Number:

Geographical Area:

Project Name: Source to Sea Study - Lower Don

Project Number:

Contract Type: Professional Service Contract

Option:

Contract Number:

Stage: OBC_to_FBC

Revision	Sta	itus	Origi	nator	Revi	ewer	Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework **CONTRACT DATA**

Project Name

Source to Sea Study - Lower Don

Project Number

This contract is made on between the Client and the Consultant

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated xx day of Month Year between the Client and the Consultant in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 22 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference - Source to Sea study Lower Don FBC development scope v4 Scope Document -

Part One - Data provided by the Client

Statements given in all Contracts

1 General

The conditions of contract are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017.

Option for resolving and Main Option W2 avoiding disputes Secondary Options X2: Changes in the law X5: Sectional Completion X7: Delay damages X9: Transfer of rights X10: Information modelling

> X18: Limitation of liability X20: Key Performance Indicators

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

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

7: Additional conditions of contract

X11: Termination by the Client

The service is The development and writing of the Strategic Case element of the proposed Lower Don study Full Business Case (FBC).

The Client is Address for communications Address for electronic communications The Service Manager is Address for communications Address for electronic communications

The Scope is in

Lower Don Source to Sea Study Scope - FBC development

The language of the contract is English

The law of the contract is

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

The period for retention is

following Completion or earlier termination

The following matters will be included in the Early Warning Register

None None

None

None

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

2 weeks

2 The Consultant's main responsibilities

The key dates and conditions to be met are

key date 'none set' 'none set' 'none set' 'none set' 'none set' 'none set'

The ${\it Consultant}$ prepares forecasts of the total Defined Cost plus Fee and ${\it expenses}\,$ at intervals no longer than

4 weeks

3 Time

The starting date is

The ${\it Client}\,$ provides access to the following persons, places and things access date access

The Consultant submits revised programmes at intervals no longer 4 weeks than

The completion date for the whole of the service is

The period after the Contract Date within which the ${\it Consultant}\,$ is to submit a first programme for acceptance is

4 Quality management

The period after the Contract Date within which the ${\it Consultant}\,$ is to submit a quality policy statement and quality plan is

4 weeks

The period between Completion of the whole of the $\ensuremath{\textit{service}}$ and the $\ensuremath{\textit{defects date}}$ is

26 weeks

5 Payment

The currency of the contract is the \pounds sterling

The assessment interval is Monthly

The forecast of the Prices is £26,218.38

The expenses stated by the Client are as stated in Schedule 9

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

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

6 Compensation events

These are additional compensation events

- 'not used'
- 'not used'

- 3. 'not used'
- 'not used'
- 'not used'

8 Liabilities and insurance

These are additional Client's liabilities

- 'not used'
- 'not used' 2.
- 'not used'

The minimum amount of cover and the periods for which the ${\it Consultant}\,$ maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The Consultant's failure to use the skill and care normally used by professionals providing services similar to the service	£5,000,000 in respect of each claim, without limit to the number of claims	12 years after Completion
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the Consultant) arising from or in connection with the Consultant Providing the Service	£15,000,000 in respect of each claim, without limit to the number of claims	12 years after Completion
Death of or bodily injury to the employees of the Consultant arising out of and in the course of their employment in connection with the contract	Legal minimum in respect of each claim, without limit to the number of claims	For the period required by law
The Consultant's total liability to the Client for all matters arising under or in connection with the contract, other than the excluded matters is limited to	£5,000,000	

Resolving and avoiding disputes

The tribunal is litigation in the courts

The Adjudicator nominating body is

The <i>Adjudicator</i> is Address for communications	'to be confirmed' 'to be confirmed'
Address for electronic communications	<u>'to be confirmed'</u>

The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

- Z2 Prevention
 The text of clause 18 Prevention is deleted.
 Delete the text of clause 60.1(12) and replaced by:
 The service is affected by any of the following events

 War, civil war, rebellion, revolution, insurrection, military or usurped power;

 Strikes, riots and civil commotion not confined to the employees of the Consultant and sub consultants,

 Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,

 Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,

 Natural disaster,

 Fire and explosion,

 Impact by aircraft or other aerial device or thing dropped from them.

Z3 Disallowed Costs

Add the following in second bullet of 11.2 (18) add:

including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).

Add the following additional bullets after 'and the cost of ':

Mistakes or delays caused by the Consultant's failure to follow standards in Scopes/quality plans

- Reorganisation of the Consultant's project team
- Additional costs or delays incurred due to Consultant's failure to comply with published and known quidance or document formats
- occument formats

 Exceeding the Scope without prior instruction that leads to abortive cost

 Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design
- Production or preparation of self-promotional material
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the Service Manager

 Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the Service Manager
- · Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the Service Manager
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to Consultant performance
- Costs associated with rectifications that are due to Consultant error or omission
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements.

- Was incurred as a result of the Client issuing a Yellow or Red Card to prepare a Performance Improvement Plan
 Was incurred as a resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 9.

Z23 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the Consultant will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.

Z24 Requirement for Invoice

Add the following sentence to the end of clause 51.1:
The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the Service Manager's certificate.

Delete existing clause 51.2 and replace with:

- One week after the paying Party receives an invoice from the other Party and
 three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated. • three weeks after the assessment date, or, if a dimersin period is stated in the Contract Data, within the period stated If a certified payment is late, or if a payment is late because the Service Manager has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z25 Risks and insurance

The Consultant is required to submit insurances annually as Clause Z4 of the Framework Agreement

Secondary Options

OPTION X2: Changes in the law

The $\it law\ of\ the\ project$ is the $\it law\ of\ England$ and Wales, subject to the jurisdiction of the courts of England and Wales

OPTION X5: Sectional Completion

The completion date for each se		completion date
section 1	description	completion date
-		
2		
3		
<u>.</u>		
4		
5		
3		
6		
7		
8		
9		
9		
10		
11		
12		
13		
13		
14		
15		

OPTION X7: Delay damages

X7 only Delay damages for Completion of the whole of the *service* are

per day

X7 plus X5 Delay damages for each section of the service are

section description amount per day

12			
13			
14			
15			
16			
17			
18			
19			
20			

The delay damages for the remainder of the $\ensuremath{\textit{service}}$ are

OPTION X10: Information modelling

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

OPTION X18: Limitation of liability

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

£1,000,000

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

£5,000,000

after the

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

OPTION X20: Key Performance Indicators (not used with Option X12)

The incentive schedule for Key Performance Indicators is in

A report of performance against each Key Performance Indicator is provided at intervals of

3 months

Schedule 17

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

The period for payment is

14 days

after the date on which payment becomes

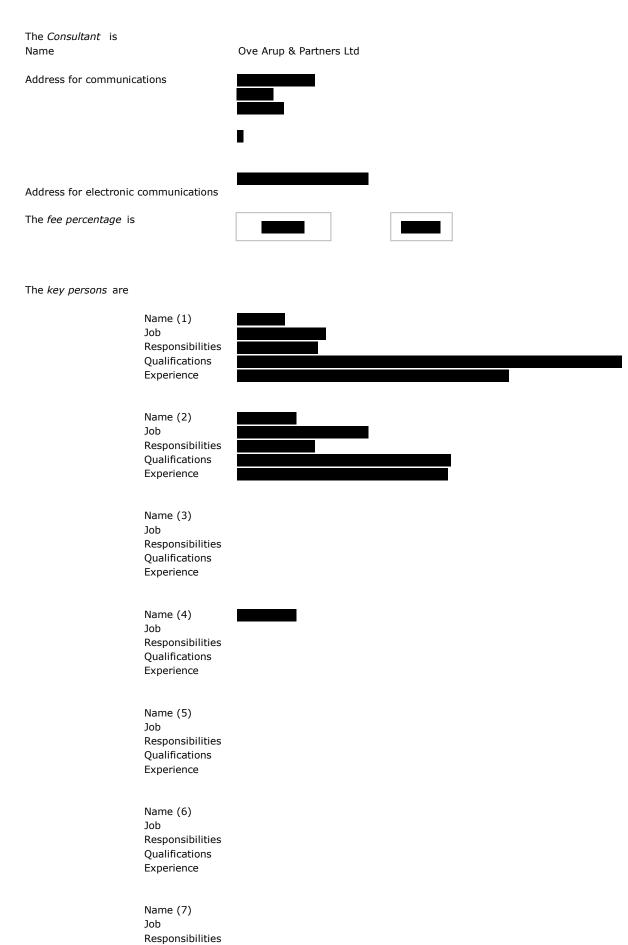
Y(UK)3: The Contracts (Rights of Third Parties Act) 1999

term	beneficiary
not used	None

Part Two - Data provided by the Consultant

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

1 General



Qualifications Experience

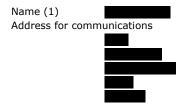
The following	matters will	be included	in the Earl	v Warning	Register

3 Time

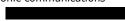
The programme identified in the Contract Data is

Resolving and avoiding disputes

The Senior Representatives of the Consultant are



Address for electronic communications



Name (2) Address for communications

Address for electronic communications

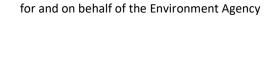
X10: Information Modelling

The $\it information\ execution\ plan\ identified$ in the Contract Data is

Contract Execution

Client execution

Signed Underhand by Becky Riley





Consultant execution

Signed Underhand by [PRINT NAME]



for and on behalf of

Role

Role

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	Lower Don Source to Sea Study - FBC development
Project 1B1S reference	
Contract reference	
Date	7/10/2022
Version number	4
Author(s)	
BIM reference	-ARU-00-00-SO-K-G0300_1-A1-C01-G0300-EA0-LOD0-Source to Sea study Lower Don FBC development scope

Assurance

Author	Date:
Consulted	Date:
Reviewed	Date:
Checked prior to issue	Date:
Defra Group Commercial	Date

Revision history

Revision date	Summary of changes	Version number
	First issue	4

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The *services* are to be compliant with the following version of the Minimum Technical Requirements:

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	12	Dec 2021

1. Overview

Background & introduction

The Lower Don catchment (Figure 1) is characterised by lowland agriculture and historical land drainage (including pumping stations and gravity outfalls), washlands, and embankments protecting certain agricultural lands and settlements throughout the flood corridors of the River Don and its tributaries.

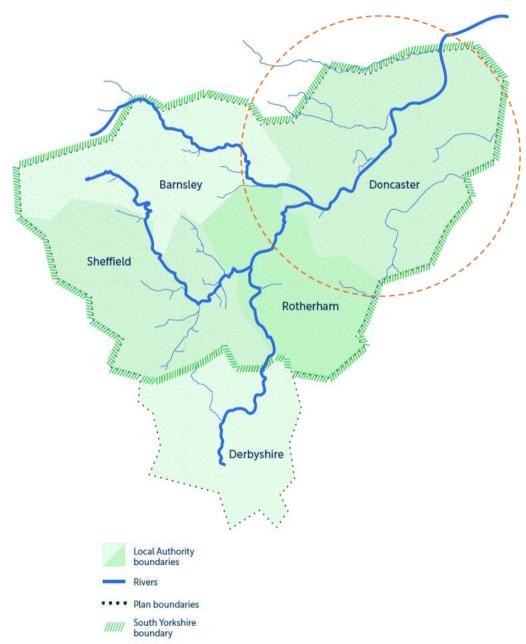


Figure 1 Don Catchment map from Connected By Water Action Plan, showing the approximate location of the Source to Sea – Lower Don study area circled

Numerous properties lie in areas of current flood risk in the Lower Don. With climate change impacting on rainfall, river flows, and sea level rise, the number of properties at risk of flooding from rivers and other sources will increase in future. ENV0004747C: Source to Sea – Lower Don Study

At the same time, the historical land drainage and flood embankment systems are ageing and under increasing pressure. Reactive management to repair damaged defences or embankment failures results in a significant recovery works programme for the Environment Agency. However, repair work will fail to provide the increases needed due to climate change to maintain a consistent standard of protection, or improve the standard of protection where it is currently low. Conversely, in some locations, the future economic case for maintaining agricultural embankments may not be as strong as a policy of selective managed realignment, to allow more space for flood waters in the catchment.

The government's 2021-2027 flood risk investment plan sets out targets for the Environment Agency's £5.2 billion capital programme to achieve. This includes delivering 336,000 properties better protected from flooding, 98% of high consequence flood defence assets into "good" condition, and 10% of efficiencies in Environment Agency spending to re-invest into the programme¹. Beyond this, the Environment Agency has a target to achieve net zero carbon by 2030², including through reducing emissions embedded in construction and operation of flood defences; while the government's 25 Year Environment Plan³ enshrines future biodiversity net gain and natural capital principles in infrastructure.

Therefore, a more strategic approach to planning for future flood risk investment is needed, that considers and integrates capital flood defence works as well as operational maintenance of existing assets. Such a study would identify more innovative and holistic solutions to the management of flood risk and subsequently enable their future adoption.

Previous studies

The "Connected by Water" Action Plan⁴ was produced in January 2022 by a South Yorkshire alliance including the Environment Agency, Yorkshire Water, Sheffield City Council, Rotherham Metropolitan Borough Council, Doncaster Council, Barnsley Metropolitan Borough Council and South Yorkshire Mayoral Combined Authority. The Action Plan specifically identified the Source to Sea programme and envisaged that these will deliver nature-based solutions to improve flood resilience across the Don catchment.

ENV0004747C: Source to Sea - Lower Don Study

¹ Defra (2021) Flood and Coastal Erosion Risk Management: an investment plan for 2021 to 2027. (Accessed 01-06-2022;

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/100 6447/Flood_coastal_erosion_investment_plan 2021.pdf)

² Environment Agency (2021) *Reaching net zero by 2030.* (Accessed 01-06-2022; https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/989667/EA-net-zero-2030.pdf)

³ Defra (2018) *A Green Future: Our 25 Year Plan to Improve the Environment.* (Accessed 01-06-2022; https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/693 158/25-year-environment-plan.pdf)

⁴ Connected By Water: Action Plan 2022. (Accessed 01-06-2022; https://consult.environment-agency.gov.uk/yorkshire/connected-by-water-south-yorkshire-action-plan/user-uploads/connected-by-water-plan-final-1.pdf)

The Action Plan also recommends that a whole catchment (or "Source to Sea") approach to managing flood risk in the Don is required. Given the scale of the Don catchment and varying geographies within it, it has been divided into Upper Don, Middle Don and Lower Don studies. The Source to Sea – Lower Don study will therefore interface closely with the Middle and Upper Don studies, which are running in parallel. This will ensure a broad consistency of the approach and capitalise on lessons learnt.

While nature-based solutions such as Natural Flood Management are likely to be highly appropriate in parts of the Upper Don catchment, in the Lower Don it is anticipated that the focus would be on the future of the flood defence assets and creating space for flood water whilst focusing flood risk management on key areas. The Environment Agency has also collaborated with the United States Army Corps of Engineers on the Engineering with Nature Atlas, and which includes international best practice case studies which are likely to be of relevance for the Source to Sea – Lower Don study.

Details of the services

1.3 Objective

Section 4.9 of the Integrated Assurance and Approval Strategy (IAAS) guidance (LIT 55096) states that 'FCERM strategy studies and other high level plans require an FBC to justify the study costs. The FBC is prepared in a single stage and is not preceded by a SOC or OBC. The FBC should not cost more than £0.1m to produce. Second line assurance of the FBC is provided by the LPRG'. The initial objective of this commission is therefore to develop the Full Business Case (FBC) for assurance approval in line with (IAAS) guidance. This will in turn allow the Source to Sea – Lower Don study to commence.

The ultimate objective of the strategic study would be to significantly improve the outcomes of flood risk investment in the Lower Don catchment, with respect to both capital flood defence schemes and operational maintenance of existing flood defence assets, in the face of future climate change.

The development of the FBC will be led by the *Client* with the *Consultant* providing significant input to and taking ownership of the components they deliver in the strategic, economic and financial cases as noted below.

The FBC cases will be developed in phases to use consultive feedback loops with the lead of LPRG (Large Projects Review Group). This approach should ensure that the content of each case meets assurance requirements for a strategy/study before developing the next case. This commission will focus initially on the development of the strategic case with subsequent cases being added to the contract by compensation event. To avoid excessive revisions of drafted sections the *Consultant* should be mindful of the interaction between the cases.

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For illustrative purposes only:

- Strategic case the *Consultant* will work to define the strategic context, the case for change, study objectives, the critical success factors and draft the strategic case (detailed below in section 2 The Service)
- Economic case the Consultant will examine the 'do nothing', 'do minimum' scenarios (against a baseline "business as usual" approach to managing capital and operational flood spending in a reactive and independent manner, without reference to a Source to Sea catchment-wide approach) and define the different varieties of study that would represent the 'do something' approach.
- Financial case working with the Client the Consultant will develop the budget costs of the preferred option, define the activities anticipated to focus the study and a high-level programme to demonstrate the study's potential delivery route.

The *Client* will lead on and draft the following sections:

- Commercial case focusing on the procurement strategy
- Management case focusing on the project structure and governance, roles and responsibilities, schedule and key dates (drawing from the financial case), communications and stakeholder engagement, risk, assumptions, issue and dependency management, contract management.

The format of the output of this initial commission will be a completed strategic case in the FBC including supporting information.

2. The Service

2.1 Outcome Specification

The *Consultant* will support the *Client* in the development of the strategic case section of the FBC in accordance with 'Write a Business Case' (LIT 55124) and using the Business Case template.

The scope of this commission is limited to the *Services* detailed. Should the *Consultant* identify any shortfalls in the scope which would strengthen the strategic case, or interacts with other sections of the FBC, the *Consultant* will raise it as an early warning for the *Service Manager's* consideration. No *Services* should be undertaken which is outside the agreed scope or which would exceed the value of the quotation of the works without prior acceptance, in writing, from the *Service Manager*.

Workshops are to be held to extract knowledge from the participants to allow the *Consultant* to prepare and write the strategic case section of the FBC to cover the following points:

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- Providing the Strategic context for undertaking a study of the Low Don catchment
- 2. Demonstrate the case for change
- 3. Confirm the Objectives of the study
- State the critical success factors of the study against which its delivery will measured

The *Consultant* is to liaise with the *Client* to determine both the number of workshops required, and the audience (from key EA stakeholder) to attend them.

The *Client* will support in the facilitation of setting up the workshops. The *Client* and *Consultant* should agree early in the planning process the best environment for the workshops i.e. virtual or face to face. The *Consultant* will structure, facilitate and record the outputs of each workshop. The outputs of the workshops shall then be used as the basis for writing of the strategic case of the FBC.

The *Consultant* will identify their staff who will be in attendance at the workshops for the *Service Manager's* acceptance, in writing, ahead of each planned session, the *Consultant* allowing at least 5 working days for the *Client* to review the proposed attendee list and respond.

The Consultant will also allow for:

- The attendance of two calls with representatives from the Large Project Review Group (LPRG) to provide an introductory brief and subsequently gain feedback on the drafted strategic case in the FBC. Any recommendations received from LPRG shall be incorporated into the strategic case.
- A planning meeting to determine activities required to complete the FBC and agree any additional compensation events.

2.2 Constraints on how the *Consultant* provides the services

No constraints have been identified

2.3 Consultant Project Management

- 2.3.1 In managing the *service* the *Consultant* shall follow all the requirements as set out in the Collaborative Delivery Framework schedules and the relevant content of the Minimum Technical Requirements.
- 2.3.2 In managing the service the Consultant shall:
 - Contribute monthly to the updates to the project risk register.
 - Provide input to project efficiency CERT Form.
 - Attend monthly progress meetings with the Client preparing minutes for distribution.
 - Produce monthly financial updates and forecasts meeting the Client's project reporting timetable together with progress reports. Monthly financial updates and forecasts to meet Client deadlines provided by no later than

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the 10th calendar day of each month, or otherwise agreed at the project start up meeting.

- Deliver a monthly progress report in the *Client's* standard template (<u>Link</u>) giving progress against programme, deliverables received and expected, and financial and carbon summary against programme.
- Attend project board meetings as required.
- Capture lessons learnt relevant to scheme delivery (i.e. this FBC for a strategic study) for the *Service Manager* to include in the scheme lessons learnt log to be appended to the FBC.
- 2.3.3 The contract will be administered using FastDraft.

2.4 Exclusions

The works shall be the development of the FBC as defined in this Scope. The services shall specifically exclude the following:

- Site visits
- Site investigation works including topographic survey, ground investigation, services searches, or condition assessments
- Hydraulic modelling
- The production of a BIM Execution Plan (BEP) is excluded for production of the FBC
- External Stakeholder engagement
- Option development (i.e. not beyond the types of study that could be undertaken as part of the economic case which will be instructed under a future compensation event)

Any works outside of the agreed scope, with any alterations, additions or exclusions, to be only made following the written approval of the Service Manager.

3. Health and Safety

- 3.1.1 Health, Safety and Wellbeing (HSW) is the number one priority of the *Client*. The *Consultant* shall promote and adopt safe working methods and shall strive to deliver design solutions that provide optimum HSW to all.
- 3.1.2 The Consultant shall follow and comply with the requirements outlined in the Safety, Health Environment and Wellbeing (SHEW) Code of Practice (LIT 16559).
- 3.1.3 The *Consultant* shall supply designer risk assessments, drawings and any other data required to fulfil their duties under CDM.

4. Business Case Submission

- 4.1.1 The Consultant shall aggregate all of the work undertaken from this commission (and the outputs from subsequent compensation events to develop the other cases) as they are produced into a business case document the Full Business Case (FBC). The format of this document and guidance on the contents is detailed in Write a Business Case LIT 55124 and the Business Case templates.
- 4.1.2 The Consultant shall be responsible for dealing with responses to queries for their works during the approval process and any resubmission required.

5. Relevant guidance

The Consultant shall deliver the service using the following guidance:

Ref	Report Name	Where used
LIT 16559	Safety, health environment and wellbeing (SHEW) Code of Practice	Throughout
183_05	Data management for FCRM projects	Mapping and modelling
379_05	Computational Modelling to assess flood and coastal risk	Modelling
LIT 14847	Risk Guidance for Capital Flood Risk Management Projects	Option development
OI 120_16	Whole-life Carbon Planning Tool	Option development
LIT 14284	Whole Life (Construction) Carbon Planning Tool User Guide	Option development
	Access for All Design Guide	Option development
	Project Cost Tool	Costs
LIT 12982	Working with Others: A guide for staff	Consultation & Engagement
Gov.uk	Appraisal Guidance Manual	OBC

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Ref	Report Name	Where used
672_15_SD03	Business case template – 5 case Model	OBC
672_15_SD02	Short Form Business case template	OBC
LIT 4909	Flood and Coastal Erosion Risk Management appraisal guidance (FCERM-AG)	OBC
	Flood and Coastal Erosion Risk Management: A Manual for Economic Appraisal (the 'Multi Coloured Manual')	OBC
OI 1334_16	Benefits management Framework	OBC
Gov.uk	Partnership Funding Calculator Guidance	OBC
LIT 15030	The Investment Journey	OBC
LIT 55124	Write a Business Case	OBC
LIT 14953	FCRM Efficiency Reporting – capital and Revenue	OBC
LIT 12280	Lessons Log template	OBC
LIT 55096	Integrated Assurance & Approval Strategy	Approvals

6. Requirements of the programme

- 6.1 The *Consultant* shall provide a detailed programme in Microsoft Project meeting all requirements of CI.31 of the Conditions of Contract.
- 6.2 The *Consultant* shall provide a baseline programme for the project start up meeting and shall update the programme monthly for progress meetings with actual and forecast progress against the baseline.
- 6.3 The programme shall cover all the activities and deliverables in this commission and include all major project milestones from commencement to the end of the reporting, consultation and approvals stage.
- 6.4 The programme shall identify time risk allowance on the activities and float.

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

Access to be provided to Environment Agency systems and resources including:

- a) Collaborative Delivery Environment: Asite
- b) FastDraft
- c) Collaborative Delivery Community Sharepoint access

8. Client's Advisors

- 8.1.1 The *Client* for the Contract is represented by the Programme & Contract Management (PCM) team, primarily the EA Project Manager, acting as the *Service Manager*, and in their absence the Project Executive. Instructions may only be given by these staff.
- 8.1.2 The *Client* has a number of advisory departments. Instructions will only be deemed enacted from them when they are confirmed by an Instruction from the *Client*. These departments include Asset Performance, Partnership & Strategic Overview, NEAS, etc.
- 8.1.3 The *Client's* organisation has a regulatory function. Communications from the Environment Agency in its capacity as a regulator are not to be confused with communications as the *Client*.

9. Client Documents the Consultant Contributes to

- 9.1.1 The *Client* maintains several project documents, the *Consultant* is required to contribute to these *Client* owned documents:
 - Project Risk Register.
 - Project Efficiency CERT Form.
 - Scheme Lessons Learnt Log.

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Appendix 1 BIM Protocol – Production and Delivery Table

The *Consultant* shall adhere to the Environment Agency's Employers Information Requirements (EIR) framework level minimum technical requirements.

All *Client* issued information referenced within the Information Delivery Plan (IDP) requires verifying by the *Consultant* unless it is referenced elsewhere within the Scope.

https://www.asite.com/login-home

The *Consultant* shall register for an Asite Account and request access to the project workspace to view the IDP.

The project BIM workspace is called: **ENV0004747C - Source to sea – Lower Don_BIM2**

ENV0004747C: Source to Sea - Lower Don Study