

CPS1-37620-2024



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2019)

CPS1-37620-2024

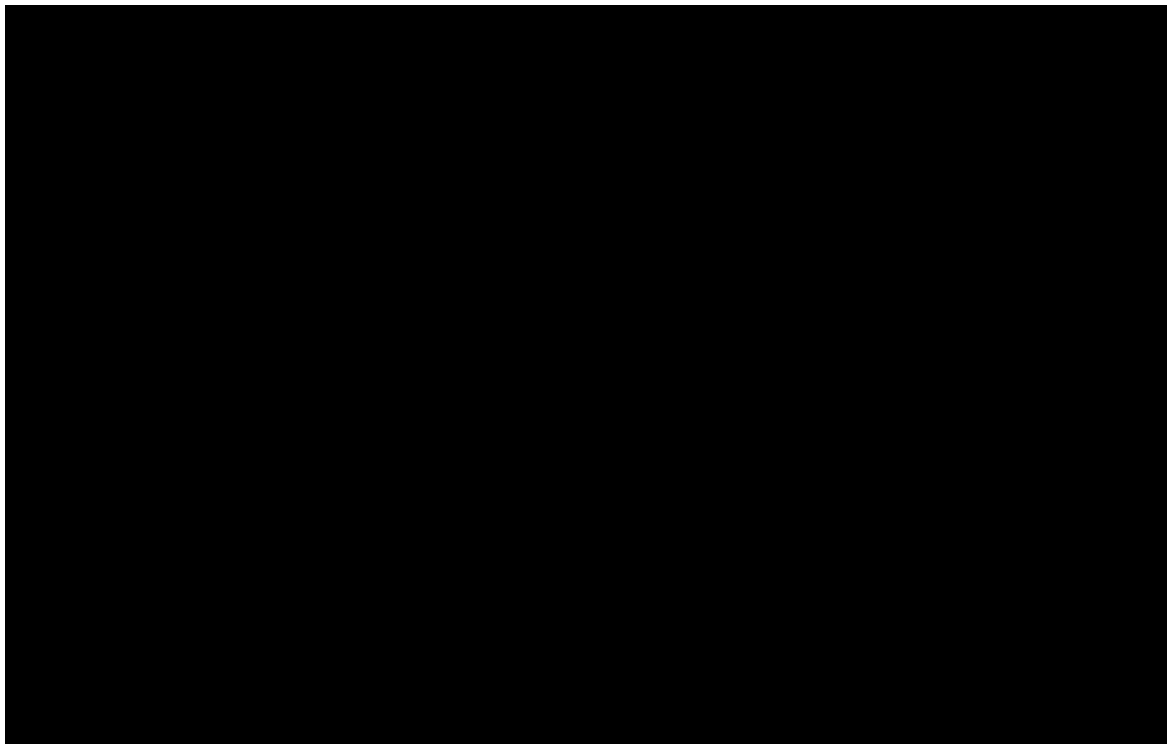
Contract Execution

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

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and WSP UK Limited for the Digitising Engineering Standards (Technical Assurer) project (the *service*).

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

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



CPS1-37620-2024

Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT

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

1 General

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

Main Option Option for resolving and avoiding disputes

Secondary Options

The *service* is

The *Client* is

Name

Address for communications

Address for electronic communication

The *Service Manager* is

Name

Address for communications

Address for electronic communications

CPS1-37620-2024

The Scope is in



CPS1-37620-2024

The *language of the contract* is

English

The *law of the contract* is the law of

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

The *period for reply* is

2 weeks

except that

The *period for reply* for

n/a

is

n/a

The *period for reply* for

n/a

is

n/a

The *period for retention* is 6 year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

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

2 weeks

2 The Consultant’s main responsibilities

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

If Option A is used

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than

4 weeks

If Option C or E is used

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than

4 weeks

3 Time

The *starting date* is

CPS1-37620-2024

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

- (1) Client systems and data
- (2)
- (3)

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

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

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

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

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

2 weeks

4 Quality management

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

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

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

26 weeks

5 Payment

The *currency of the contract* is the

£ sterling

The *assessment interval* is

Monthly

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

item	amount

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

Base

rate of the

Bank of England

bank

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

The period within which payments are made is

1 Month

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

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

All UK offices

CPS1-37620-2024

If Option C is used ~~The Consultant's share percentages and the share ranges are~~

share range	Consultant's share percentage	
less than	80 %	0 below this threshold any further savings are allocated 100% to the Client %
from	80 % to 120 %	50 %
from	- % to - %	- %
greater than	120 %	0 %

If Option C or E is used published in

Financial Times

(te)

6 Compensation events

If there are additional These are additional compensation events

Not applicable

8 Liabilities and insurance

If there are additional Client's liabilities These are additional Client's liabilities

(1)

Not applicable

(2)

(3)

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	<div>£1 million</div> <div>in respect of each claim, without limit to the number of claims</div>	6 years following Completion of the whole works or earlier termination
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the Consultant) arising from or in connection with the Consultant Providing the Service	<div>whichever is greater or £5 million or the amount required by law</div> <div>in respect of each event, without limit to the number of events</div>	12 months
Death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with the contract	<div>Whichever is greater of £5 million or the amount required by law</div> <div>in respect of each event, without limit to the number of events</div>	For the period required by law

The Consultant provides these additional insurances

CPS1-37620-2024

(1) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
(2) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
(3) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to	
	£1 million

CPS1-37620-2024

Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

If the *tribunal* is arbitration The *arbitration procedure* is

'to be confirmed'

The place where arbitration
is to be held is

'to be confirmed'

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

The *Senior Representatives* of the *Client* are

Name (1)
Address for communications

Address for electronic communication

Name (2)
Address for communications

Address for electronic communication

The *Adjudicator* is

Name

'to be confirmed'

Address for communications

'to be confirmed'

Address for electronic communications

'to be confirmed'

The *Adjudicator nominating body* is

Institution of Civil Engineers

CPS1-37620-2024

X2: Changes in the law

If Option X2 is used	The <i>law of the project</i> is	The law of England and Wales, subject to the jurisdiction of the courts of England and Wales
----------------------	----------------------------------	----------------------------------------------------------------------------------------------

X5: Sectional Completion

If Option X5 is used	The completion date for each section of the service is		
	section	description	completion date
	(1)	-	-
	(2)	-	-
	(3)	-	-
	(4)	-	-

X7: Delay damages

If Option X7 is used without Option X5	Delay damages for Completion of the whole of the service are	-	per day
----------------------------------------	-------------------------------------------------------------------------	---	---------

If Option X7 is used with Option X5	Delay damages for each section of the service are		
	section	description	amount per day
	(1)	-	-
	(2)	-	-
	(3)	-	-
	(4)	-	-
	The delay damages for the remainder of the service are		-

X8: Undertakings to Others

If Option X8 is used	The undertakings to Others are provided to	
	-	
	-	

X9: Transfer of Intellectual Property Rights

X10: Information modelling

If Option X10 is used		
If <i>no information execution plan</i> is identified in part two of the Contract Data	The period after the Contract Date within which the <i>Consultant</i> is to submit a first Information Execution Plan for acceptance is	2 weeks

X11: Termination by the Client

X13: Performance bond

CPS1-37620-2024

If Option X13 is used

The amount of the performance bond is

-

X18: Limitation of liability

If Option X18 is used

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

£1 million

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

£1 million

The *end of liability date* is

6

years after the Completion of the whole of the *service*

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

If Option X20 is used

The *incentive schedule* for Key Performance Indicators is in

-

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

-

months

CPS1-37620-2024

Y(UK)1: Project Bank Account

~~Charges made and interest~~ The ~~Consultant~~ is / is not to pay any charges made and to be paid any interest paid by ~~the paid by the project bank~~ ~~project bank~~ (Delete as applicable)

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

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

The period for payment is

14

 days after the date on which payment becomes due

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

If Option Y(UK)3 is used	term	beneficiary
	No term under this contract	No beneficiary under this contract

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	beneficiary
	The provisions of Options Y(UK)1	Named Suppliers

CPS1-37620-2024

Z: Additional conditions of contract

If Option Z is used The additional conditions of contract are

<div><p>Z1 Disputes:</p><p>Option W2 subclause W2.1(4) is deleted. The Parties agree that adjudication under Clause option W2 should only commence if the dispute resolution procedure has been exhausted and that the dispute resolution procedure in the Scope, takes precedence over Option W2.</p><p>Z2 Prevention</p><p>The text of clause 18 Prevention is deleted.</p><p>Delete the text of clause 60.1(12) and replace with: The service is affected by any of the following events</p><ul style="list-style-type: none">• War, civil war, rebellion, revolution, insurrection, military or usurped power;• Strikes, riots and civil commotion not confined to the employees of the <i>Consultant</i> 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.<p>Z3 Disallowed Costs</p><p>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 ' :</p><ul style="list-style-type: none">• Mistakes or delays caused by the <i>Consultant's</i> failure to follow standards in Scopes/quality plans.• Reorganisation of the <i>Consultant's</i> project team.• Additional costs or delays incurred due to <i>Consultant's</i> failure to comply with published and known guidance or document formats.• Exceeding the Scope without prior instruction that leads to abortive cost• Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors.• Production or preparation of self-promotional material.• Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)• Any hours exceeding 8 per day unless with prior written agreement of the <i>Service Manager</i>• Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the <i>Service Manager</i>• Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the <i>Service Manager</i>• Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to <i>Consultant</i> performance.• Costs associated with rectifications that are due to <i>Consultant</i> error or omission.• Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the <i>Consultant's</i> involvement• Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements<p>Z6 The Schedule of Cost Components</p><p>The rates and costs in this contract shall be compliant with CCS CPS framework (RM6165) (including Schedule 11 <i>Framework Prices</i>).</p><p>Z7 Linked contracts</p><p>Issues requiring redesign or rework on this contract due to a fault or error of the <i>Consultant</i> under this contract or a previous contract will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.</p><p>Z8 Requirement for Invoice</p><p>Insert the following sentence at the end of clause 51.1: The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the <i>Service Manager's</i> certificate.</p><p>Delete existing clause 51.2 and insert the following: 51.2 Each certified payment is made by the later of</p><ul style="list-style-type: none">• 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.<p>If a certified payment is late, or if a payment is late because the <i>Service Manager</i> 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.</p><p>Z9 Conflict of Interest</p></div>

CPS1-37620-2024

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

Z12 Waiver

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

Z125 Limitation of Liability

Under clause 87.1; after the fourth bullet point; insert the additional bullet points:

- loss of or damage to the Client's property, to the sum that the Consultant is required to insure under the contract in respect of such loss or damage,
- death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with the contract, to the sum that the Consultant is required to insure under the contract in respect of such death or bodily injury.

Z 130 Rate adjustment

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

Z130.2 (Option C ONLY) The Prices are adjusted for the outstanding portion of the Prices for the amendment to rates in Z130.1.

Z 131 Change to the Schedule of Cost Components

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

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

People

1 The following components of the cost of people.

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

CPS1-37620-2024

PART TWO – DATA PROVIDED BY THE CONSULTANT

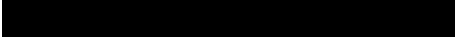
Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *Consultant* is

Name WSP UK Limited

Address for communications 

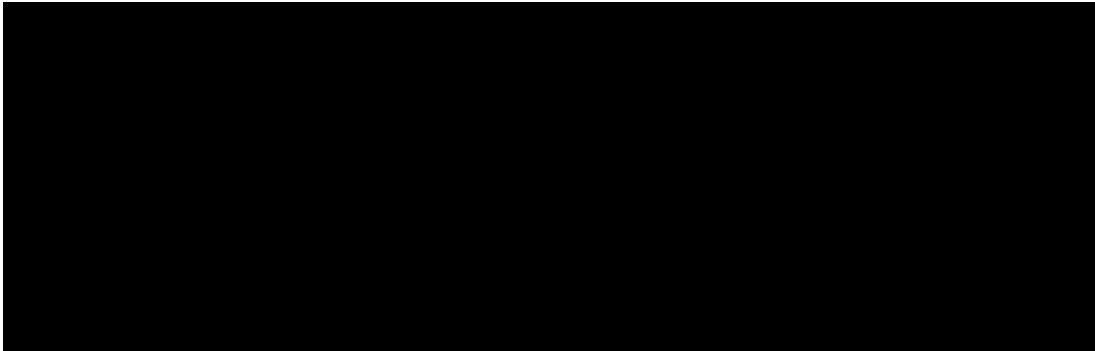
Address for electronic communications 

The *fee percentage* is



The *key persons* are

name	service
------	---------



The following matters will be included in the Early Warning Register

CPS1-37620-2024

2 The Consultant’s main responsibilities

If the Consultant is to provide Scope

The Scope provided by the Consultant is in

5 Payment

If the Consultant states expenses

The expenses stated by the Consultant are any

item	amount

If Option A or C is used

The activity schedule is

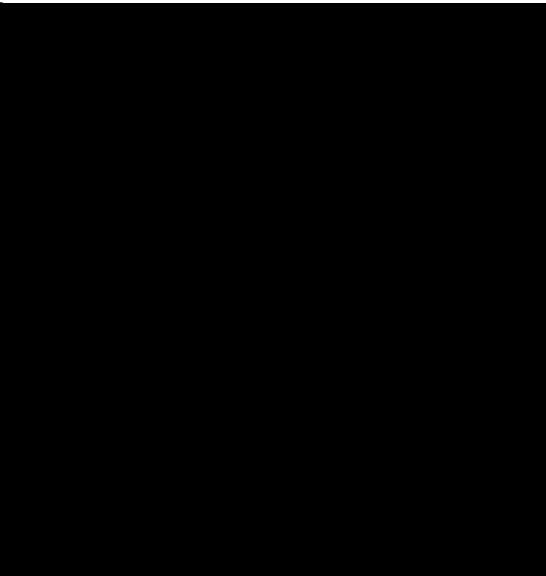
If Option E is used

The forecast of the prices is

Resolving and avoiding disputes

The Senior Representatives of the Consultant

- Name (1)
- Address for communications
- Address for electronic communications
- Name (2)
- Address for communications
- Address for electronic communications



CPS1-37620-2024

X10: Information modelling

If Option X10 is used

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

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

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

named suppliers are

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

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

location	overhead percentage	
		%
		%
		%

Data for the Short Schedule of Cost Components (used only with Option A)

The *people rates* are

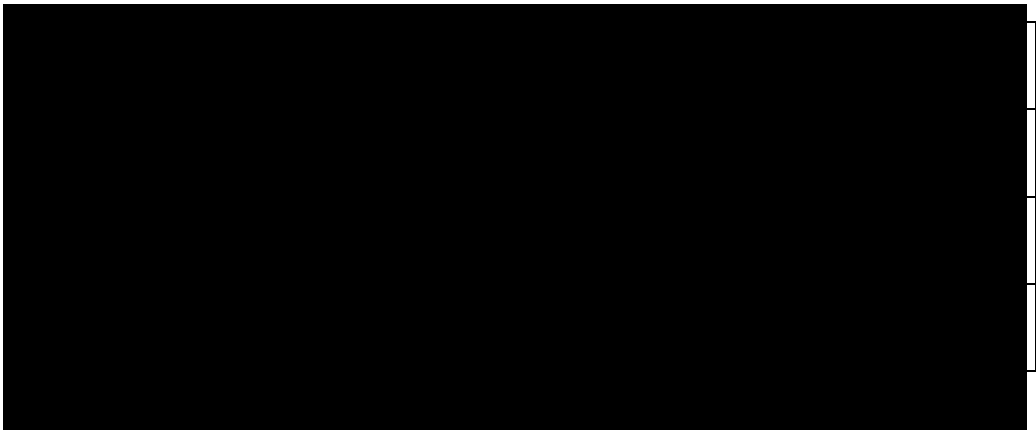
category of person	unit	rate

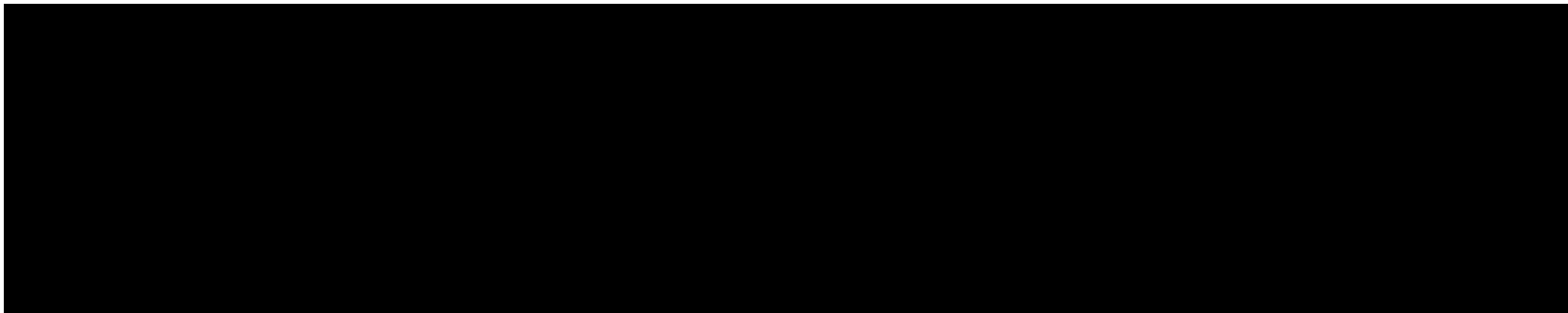
Data for the Schedule of Cost Components (used only with Options C and E)

The *people rates* are

category of person	unit	rate

CPS1-37620-2024





CPS1-37620-2024

Environment Agency
NEC4 professional services contract (PSC)
Scope

Project / contract Information

Project name	Digitising Engineering Standards (Technical Assurer Consultant)
Project 1B1S reference	ENVFCPAM00276B00C
Contract reference	C25682
Date	22 nd November 2024
Version number	P01.0
Author	

Revision history

Revision date	Summary of changes	Version number
22 nd November 2024	First Draft	P01.0

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

Document	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements	V 13.0	11/06/2024
LIT 17641	Exchange Information Requirements	V 3.0	01/12/2022

SCOPE

This scope introduces a *Consultant* Technical Assurer to the project to:

- Collaborate with the *Consultant* on the standards and rules to be applied, then assure and approve the output.
- Provide test data and to test and assure the rules and attributes and process before approving and reporting on the outcome.

The Scope for the *Consultant* work will accompany this Scope as the collaboration and co-working with the *Consultant* is within the *Consultant* Technical Assurer’s Scope, in respect of the activities detailed below.

Description of the Services

Details of the Services are:

1 Introduction

In March 2016 the Government released its new construction strategy with a focus on embedding and increasing the use of digital technology, including Building Information Modelling (BIM) Level 2. Central to this strategy is the enablement and drive of a whole life approach to cost and carbon reduction across the construction, operation and maintenance of public sector buildings and infrastructure.

Alongside this, within its Asset Management Strategy, the Environment Agency has stated its vision for its role as a construction client to be recognised as a leading Asset Management organisation.

The Client has created a Creating Asset Management Capacity (CAMC) programme. The CAMC programme is central to modernising Asset Management practices and helping the Client to be more effective and efficient. It comprises several projects bringing about improved ways of working facilitated by new and improved IT and data management solutions. Part of this is an initiative called Digital Asset Data and Information (DADI). DADI is a subsequent phase of BIM Implementation with a wider whole-life remit to implement a consistent approach to Environment Agency asset management across the whole lifecycle. DADI comprises a programme of work with the following vision and projects:

digital
^
'Removing the mundane' to enable us to focus on delivering a world class service
"For the Environment Agency and its partners to have information they can trust and rely on, even when it is produced by someone else, to make sound business decisions quicker and faster. Enabling Environment Agency staff and partners to be productive anytime, anywhere, from any device using the most appropriate technology. To use smart technology in a coherent way and build our capability to prepare ourselves for more digital working in the future."

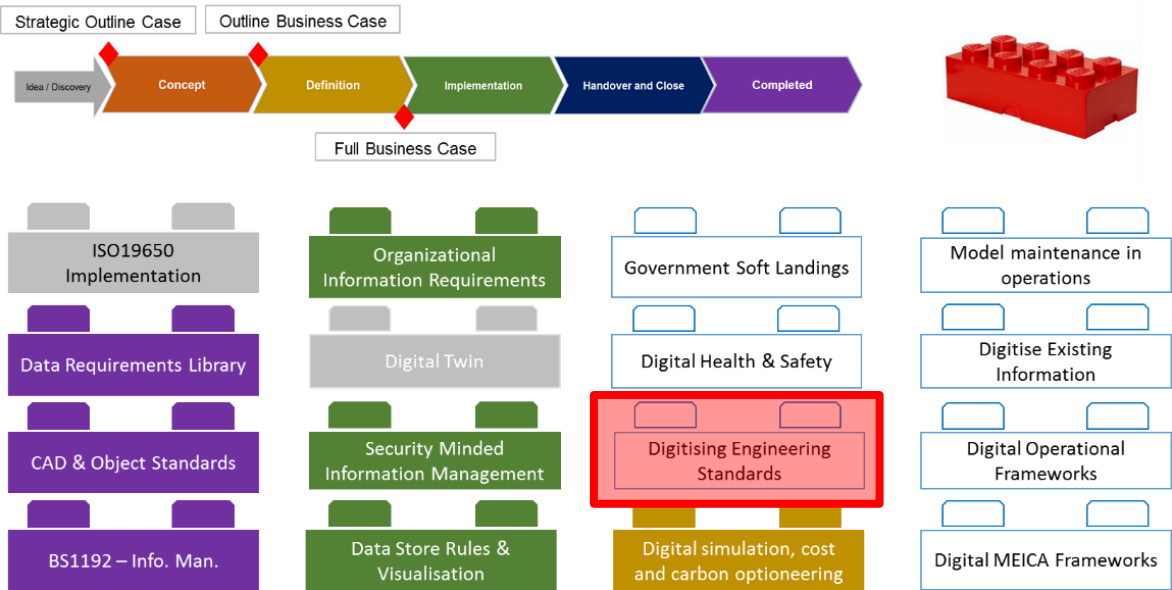


Figure 1 Projects within Digital Asset Data and Information Initiatives programme

A number of the above projects have been developed to a draft outline status business case to enable and support the identification of the appropriate order, outline budget needs, inter- dependencies

CPS1-37620-2024

within DADI and with other CAMC projects, and change initiatives within the business. This Scope sets out the *Client's* requirements for the Technical Assurance of the implementation stage (EA4) of the Digitising Engineering Standards project.

2 Objectives of the Digitising Engineering Standards project

The *Client* currently struggles to verify that the design of new or modified assets meets the required design standards. These standards may be internal Environment Agency standards, or external national or international standards.

The aim of this project is to build on the capability being introduced through the [AIMS: Datastore, Rules and Visualisation \(DRV\)](#) service to automatically check the design of new or modified assets against applicable standards. The automation process being implemented by DRV will allow verification of design submissions to the *Client*. The focus will initially be on assets on the [AIMS: Data Requirements Library \(DRL\)](#), which can be found at the following location: <https://environment.data.gov.uk/asset-management/drl-app/revision/current/categories>.

There is no clear alignment of standards against asset types, and in some instances, there are multiple standards that apply to the same asset type. A "Standard" within this project is defined as any guidance document that relates to the design of a specific item. This can include, but is not limited to, British Standards, EuroCodes, CIRIA guides, and *Client* guidance documents such as the Fluvial Design Guide. For example, the design of an embankment can be delivered in accordance with British Standards, EuroCodes, the International Levee Handbook and/or the *Client's* Fluvial Design Guide. There are variations in interpretation across all these documents and there is no defined order of precedence.

Currently, asset design is considered by the *Client* to be unverified and there is the potential for the design of new assets to be incomplete or incompatible with current standards. Without the ability to verify compliance with those standards, the *Client* is not able to confirm that asset designs meet necessary specifications, and thus is unable to make informed decisions with regards to asset management, operations, maintenance, operational events and incidents.

The objectives for this implementation stage of the project are noted below. The responsibility for the *Consultant* Technical Assurer is to ensure these objectives are achieved:

1. Identify, review and condense relevant technical standards for the top ten most commonly used asset types.
2. For each asset type and its associated standard(s) identified in (1), define objective pass/fail rules for integration into the DRV service that can be assessed using geometric data and other parameters held in asset design models.
3. Update the DRL for each asset type to ensure that the attributes required for a rule to function are supplied at the appropriate project stage.
4. Update all applicable Smart Object Library (SOL) objects to provide the attributes or parameters required for a rule to function.
5. Update the geoCOBie information exchange template to enable to delivery of design information to the DRV service.
6. Provide dashboarding and reporting tools to visualise and report design compliance and Benefits Realisation.
7. Embed the digital design assurance system into capital programme delivery with Stakeholder Communications and Engagement and Training media.

The ten asset types to be covered by this implementation stage of the Digitising Engineering Standards project are as follows:

- Channel: Complex Culvert (CC)
- Channel: Simple Culvert (CS)
- Defence: Embankment (DE)
- Defence: Flood Gate (DF)
- Defence: Wall (DW)

CPS1-37620-2024

- MEICA: Pump Assembly (MP) (Note there are six types of pump)
- Structure: Control Gate (SG)
- Structure: Debris Screen (SR)
- Structure: Outfall (SU)
- Structure: Security Screen (SY)

Successful implementation of the Digitising Engineering Standards project will therefore enable the *Client* to define the minimum design standards for an individual asset type in a rule-based format and, as a result, digitally assure design information against those standards.

An Outline Business Case has been developed, and the *Client* is now able to proceed to the Full Business Case leading to the implementation stage of the project (to which this scope of services relates).

3 Activities required

To deliver the objectives of the Digitising Engineering Standards project, the *Consultant* Technical Assurer is to provide the following services:

3.1 Project and information management

- The *Consultant* Technical Assurer will collaborate with the *Consultant* who will plan and manage the activities required to deliver this scope when they will be done and by whom.
- The *Consultant* Technical Assurer will undertake the appropriate planning and management activities that will ensure the Services are undertaken, reviewed, and assured to the right standard.
- The *Consultant* Technical Assurer will co-ordinate all the activity required to be undertaken to deliver the objectives and outcomes of this service.
- The *Consultant* Technical Assurer will monitor, report and take action where required to deliver on time and to the contract budget.
- The *Consultant* Technical Assurer will manage the delivery of the services to meet the expected outcomes.
- The *Consultant* Technical Assurer will manage reporting and communication as per Section 6.

3.2 Implementation tasks

- The *Consultant* Technical Assurer will receive a set of proposed standards and guidance from the *Consultant* that the *Consultant* considers should be applied in achieving best practice: the critical attributes that are questioned, the right or wrong answers., presented in a matrix listing for each asset type the standards and guidance that should be applied, the critical design attributes that must be met to ensure fitness for purpose and compliance, the metric, non-metric and concessionable tolerances that should be applied. - The *Consultant* Technical Assurer will confirm they have received all that is required and specified to undertake an assurance with the *Client* and *Consultant*.
- The *Consultant* Technical Assurer will assure the proposal, collaborating with the *Consultant*, and providing input on what additional or alternative standards should be applied in the design of each of the ten asset types for compliance with best practice and economical fitness for purpose. The *Consultant* Technical Assurer will ensure that the proposals allow Delivery Partners to apply their own designs within the Minimum Technical Standards and without the Client attracting design responsibility.

CPS1-37620-2024

- The *Consultant* will define the consensus and rationalise the outlying responses on what standards are to be digitised, presenting in a matrix of formal and informal standards for all ten asset types, for approval by the *Consultant* Technical Assurer. The *Consultant* Technical Assurer will provide formal approval of the proposed standards via ASite.
- The *Consultant* will re-engage the Technical Authority and submit the rationalised matrix as a proposal for the Technical Authority to confirm / add to / modify as necessary to define a list of formal and informal standards to be digitised and achieve Technical Authority approval of the proposed standards.
- The *Consultant* Technical Assurer will collaborate with the *Consultant* during the creation of a Power BI Dashboard by the *Consultant*, providing input from a Delivery Partner viewpoint.
- The *Consultant* Technical Assurer will participate and support in the *Consultant's* engagement with the Delivery Partners via the Digital Community of Practice where the *Consultant* will present the agreed matrix of standards, inviting comment by exception, that is for Delivery Partners to voice any concerns or raise any omissions.
- The *Consultant* Technical Assurer will review and assure the following activities undertaken by the *Consultant* for each asset type in turn:
- The *Consultant* shall create the rules and attributes for the critical design criteria in the approved list of standards, phasing the work by asset type over the duration of the project, defining pass or fail criteria and tolerance limits for criteria that may be concessionable by human intervention if within those limits.- The Rules and Attributes are to be presented as shown in the example in Appendix 2
 - The non-metric rules that cannot be digitised but remain critical attributes for compliance are to be added to asset-specific manual checklists for designers, prepared by the *Consultant*.
 - The *Consultant* will create a digital rule to check if the manual checklist is required, successfully completed and submitted.
- The *Consultant* Technical Assurer will provide test data comprising a geoCOBie Sheet for an existing project, updated to include any additional attributes arising from the Rules and Attributes spreadsheet agreed with the *Consultant*. The *Consultant* Technical Assurer will test the rules and attributes and the Power BI Dashboard in the *Client's* development repository, Sand. The *Consultant* Technical Assurer and the *Consultant* will resolve any issues encountered until a successful test outcome is achieved. Testing will be carried out on each asset type as the digital rules are made available. Intentional rule failures are to be included in the test geoCoBie sheet to demonstrate capture of failure to achieve design criteria. Concession rules are to be included in the testing to test that process. A successful test outcome is that the *Consultant* Technical Assurer has been able to submit a design, have it digitally checked, receive a pass return where appropriate, receive a fail return where appropriate, then correct the non-compliance and receive a subsequent pass, be advised of a need for *Client* Concession where appropriate and be able to receive a concession and subsequent pass where appropriate. Testing by the *Consultant* Technical Assurer will be carried out from the end user "designer" perspective to assure ease of application and passage of data, and also from the *Client* perspective in ensuring that the check results are accurate and achieve the project outcomes.
- The *Consultant* Technical Assurer will provide a test report for each asset type for approval by the Technical Authority. The test report will contain an outline description of the test subject asset type, noting the non-compliant design attributes that are intentionally introduced, the concessionable attributes in the design and confirmation that all other attributes have been manually checked for compliance. The report will detail the process of submitting the design successfully and the ease of data passage, the reports returned from the digital checking on pass, fail and concession requirements and their resolution, and confirmation that the reports have accurately represented the true status of the design in that they concur with the manual check. The report will conclude with the *Consultant* Technical Assurer's recommendation to the *Client's* Technical Authority that the test is successful and request Technical Authority approval.

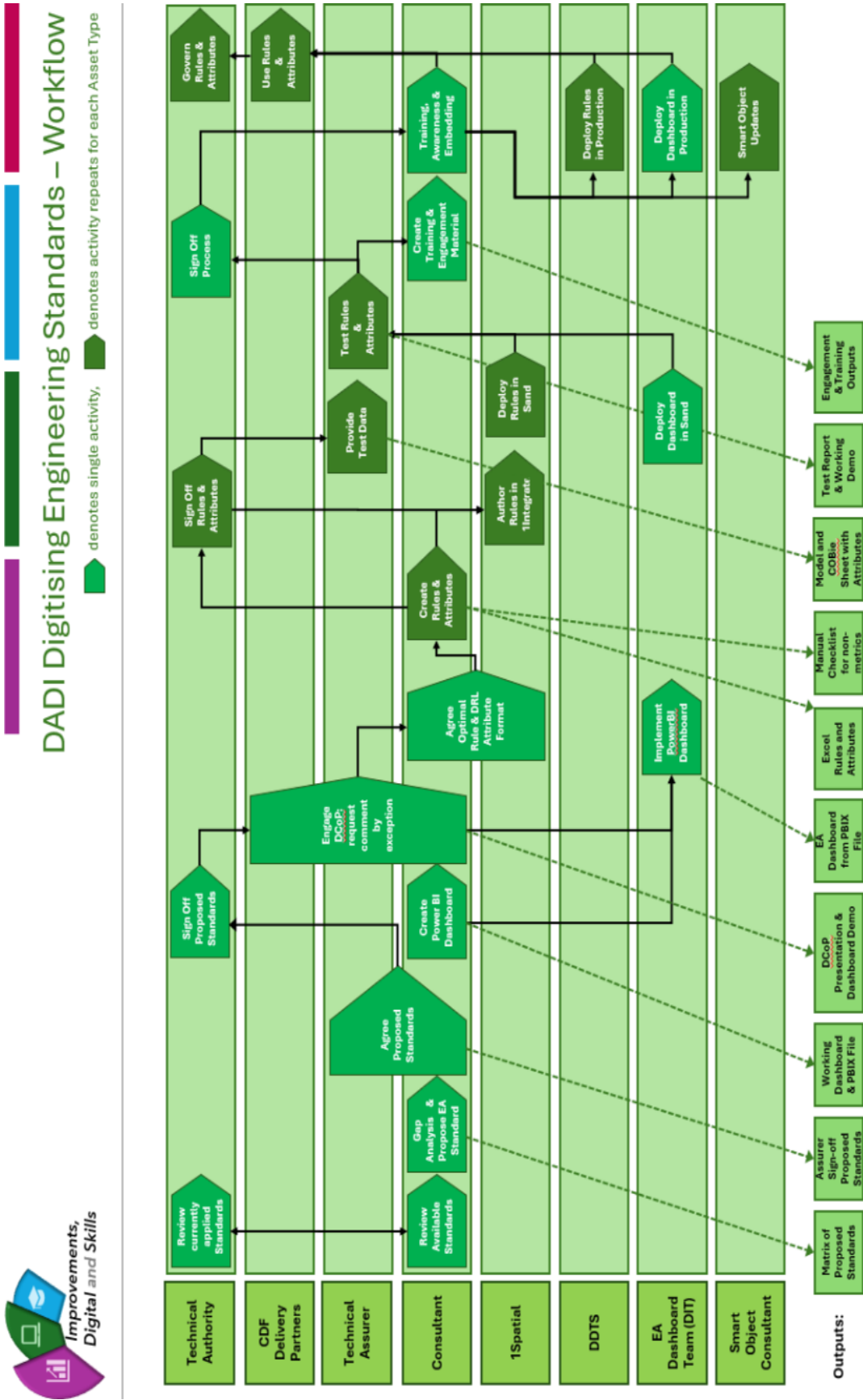
CPS1-37620-2024

- The *Consultant* Technical Assurer will participate and support in the *Consultant's* engagements with the regular Digital Community of Practice (DCoP) forum where the *Consultant* will present the outcome of the testing.

3.3 Workflow and RACI

The anticipated Workflow and RACI (responsible, accountable, consulted and informed) below is for guidance only and does not limit responsibility, accountability, activity or outputs:

3.3.1 Workflow



CPS1-37620-2024

3.3.2 RACI : R=Responsible A=Accountable C=Consulted I=Informed

Project Board	Smart Object Consultant	EA Technical Lead	EA Dashboard Team (DIT)	DDTS	1Spatial	Consultant	Technical Assurer	CDF Delivery Partners	Technical Authority	
I		C				RA			C	Propose matrix of suitable Standards
I		C				R	A			Agree Matrix of proposed Standards
I		C				R	C		A	Review and Approve Matrix of Standards
A		C				R	C		I	Create Power BI Dashboard
C		C				RA	C	C	I	Engage & update DCoP on Standards & Dashboard
I		C			A	R				Agree Optimal Rule & Attribute Format
I		A	R			C				Implement Dashboard for EA use
I		C				R	C	I	A	Create Rules & Attributes
I		C				R	C	I	A	Create Manual Checklists (non-metrics)
I		C			R	A				Author Rules in 1Integrate
I		A				C	R			Provide Test Model and COBie Sheet
I		A			R	C				Deploy Rules & Attributes in Sand
I		A	R			C				Deploy Dashboard in Sand
I		C				C	RA			Test Rules & Attributes, and Dashboard
C		C				C	RA			Produce Test Report & Recommendation
R		C				C	C	I	A	Approve Rules, Attributes & Process
A		C				R		I	I	Create Training & Engagement Materials
I		A		R		I		I		Deploy Rules & Attributes in Production
I		A	R			I		I		Deploy Dashboards in Production
A		C				R		CI		Training, Awareness and Embedding
I		A				R		I	C	EIR, DRL, DRV updates
I	RA	C				R		I	I	Smart Object Library updates
						R		R	A	Application and use of Rules and Attributes

CPS1-37620-2024**4 Constraints on how the *Consultant* provides the *Services***

The *Client* does not envisage that procurement of new systems will be required. Instead, configuration of updates to its existing systems, including but not limited to the DRL, SOL and DRV.

5 Specifications or standards to be used

The standards and specifications listed in Table 1 are relevant to the delivery of this project. This does not represent the list of technical engineering standards to be digitised under the *services*.

Table 1: Reference documentation to be used in the implementation of the Digitised Engineering Standards

Document	
UK BIM Framework	✓
BS 6100 – Dictionary for civil engineering terms	✓
Data requirements library (DRL)	✓
AIMS: Datastore, Rules and Visualisation (DRV)	✓
BS EN ISO 19650	✓

6 Reporting requirements

The following reporting activities shall be undertaken in addition to all other deliverables referenced in the Scope:

- The *Consultant* Technical Assurer shall provide 1 x weekly Brief summary written report update on progress and issues, until contract completion. This is expected to be no longer than a page and is to be uploaded to Asite and copied to the *Consultant* for inclusion in their overall Project Update.
- The *Consultant* Technical Assurer shall participate in 1 x 1-hour Bi-Weekly DADI Programme call or 1 x 30 minute Weekly DADI Programme call as appropriate to project progress. Length of time for attendance within those meetings will be reduced according to the stage of the project.
- The *Consultant* Technical Assurer shall attend monthly Project Board Meetings if and when requested by the *Client*.
- The *Consultant* Technical Assurer shall provide and develop a cost forecast and invoicing profile. To be completed and delivered to the *Client* within 2 weeks of award in a format to be agreed with the *Client*.
- The *Consultant* Technical Assurer shall provide monthly updates to the costs to date, forecast cost, invoicing profile.
- The *Consultant* Technical Assurer shall participate and contribute to monthly DADI programme meetings when requested by the *Client*.
- The *Consultant* Technical Assurer shall present the *Client* with all project information required of the *Services* to the Exchange Common Data Environment (Asite).

7 Resource requirements

Specific skillsets are required to complete the project and any prospective team should include the following as a minimum:

Table 2: Resource requirements to complete project

Discipline	Capability/responsibility	Qualifications/Experience
------------	---------------------------	---------------------------

CPS1-37620-2024

Project Management and Coordination	Pro-actively manage the delivery of the <i>services</i> and responsible for meeting these requirements. Responsible for ensuring the technical requirements are delivered.	Project management experience preferably in the development of technical standards. PRINCE2 or equivalent qualifications. Supplier management. Desirable - Digital Project management. Technical understanding, strong digital and data background preferably within ISO19650. Desirable – experience relevant to the <i>Client</i> . Understanding of Digital Engineering.
Engineering and Digital Data Lead	Involved in ensuring the solution synergises well with CDM compliance. Responsible for assurance that the selected standards and digital rules created will digitally ensure asset designs are compliant and fit for purpose in accordance with best practice. Responsible for testing the rules, the process and the dashboard until successful completion for each asset type.	Knowledge of capital project delivery within the Environment Agency programme, including the technical design of FCERM assets to appropriate standards. Flood Defence Knowledge: Solid working knowledge of UK flood defence engineering standards and regulations, such as those from the Environment Agency and CIRIA. Engineering Rules Definition: Experience in developing engineering rules, criteria, and specifications for flood defence assets, ensuring alignment with regulatory standards and industry best practices. Design Assessment Skills: Proficiency in assessing engineering designs for flood defence systems and structures, identifying any potential issues or improvements. Asset Management: Understanding of asset types and functions within flood defence systems, with experience in defining operational and maintenance criteria for asset resilience and sustainability. Testing Protocols: Familiarity with testing protocols and quality assurance processes for evaluating design efficacy and robustness under various flood scenarios. Analytical & Problem-Solving Skills: Strong analytical skills to develop and apply rules that support engineering assessments, risk reduction, and cost-effectiveness..

8 Services and systems access provided by the *Client***Table 3 Documentation that the *Client* will provide access to upon request**

Document	
Access to and use of Asite	✓
Data Requirements Library	✓

CPS1-37620-2024

Document	
AIMS: Datastore, Rules and Visualisation	✓
Smart Object Library	✓

Dispute resolution process

To raise a Dispute:

- i. the decision giving rise to the Dispute must have been communicated under the contract in accordance with clause 13 of the PSC:
- ii. the party who disputes the decision raises its dissatisfaction with the decision within 28 days of the decision being communicated and communicates this dissatisfaction in accordance with clause 13 of the PSC, otherwise the decision is deemed undisputed/ accepted; and
- iii. the issue becomes a formal Dispute and is addressed in accordance with Option W2 of the PSC.

The Dispute is initially raised to the *Client's* Assurance Representative by the *Consultant* Technical Assurer's Project Manager, or *Client's* Project Executive, within 28 days of the decision being communicated. The *Consultant* Technical Assurer's Project Manager and *Client* Project Executive each provide a written submission in support of their case within one week of the Dispute being raised. The *Client's* Assurance Representative determines the contractual decision on the basis of the written evidence submitted to them, and the terms of the CCS RM 6165 Framework and Call-off contract, and communicates their decision and reasons to both parties in accordance with the Call-off contract within two weeks of receipt of the written evidence.

If either party remains dissatisfied with the decision the Dispute is escalated to the *Client's* Framework Manager by the *Consultant* Technical Assurer's Framework Manager or the *Client's* Project Executive within two weeks of the *Client* Assurance Representative's decision being communicated. The *Consultant* Technical Assurer's Framework Manager and *Client's* Project Executive provide a written submission in support of their case within one week of the escalation. The *Client's* Framework Manager determines the contractual decision on the basis of the written evidence submitted to them, and the terms of the CCS RM6165 Framework and Call-off contract and communicates their decision and reasons to both parties in accordance with the Call-off contract within two weeks of receipt of the written evidence.

If either party remains dissatisfied with the decision, the Dispute is escalated to the *Client's* Commercial Programme Director, by the *Consultant* Technical Assurer's Programme Director or the *Client's* Project Executive, within two weeks of the *Client* Framework Manager's decision being communicated. The *Consultant* Technical Assurer's Programme Director and the *Client's* Project Executive provide a written submission in support of their case within one week of the escalation. The *Client's* Programme Director determines the contractual decision on the basis of the written evidence submitted to them, and the terms of the CCS RM 6165 Framework and Call-off contract, and communicates their decision and reasons to both parties in accordance with the Call-off contract within two weeks of receipt of the written evidence.

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

During Dispute proceedings all parties have a duty to continue their performance under this Framework.

CPS1-37620-2024

Appendix 1 – BIM Protocol

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

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

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

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

Appendix 2 – Example Rules and Attributes Spreadsheet

See attachment ENVFCPAM00276B00C-JAC-SR-XX-SC-Z-0001-A2-C02-B1300-EA2-LOD2-Provisional digital rules for a Debris Screen (SR)

