



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2019)

Contract Execution

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

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and Atkins Limited for Flood and Coastal Risk Management – Data Standards and Best Practice (the *service*).

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

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

Executed under hand

by



Senior Category Officer, Defra Group Commercial

19/09/2023..... (Client)



(Consultant)

Operations Director

Atkins Limited



(Named Suppliers)

Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT

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

1 General

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

Main Option Option for resolving and avoiding disputes

Secondary Options

The *service* is

The *Client* is

Name

Address for communications

Address for electronic communications

The *Service Manager* is

Name

Address for communications

Address for electronic communications

The *Scope* is in

The *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is except that

• The *period for reply* for is

• The *period for reply* for is

The *period for retention* is 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 The *Consultant's* main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

The *key dates* and *conditions* to be met are

	<i>condition</i> to be met	<i>key date</i>
(1)	<input type="text" value="N/A"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

If Option A is used

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

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

3 Time

The *starting date* is

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

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

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

4 weeks

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

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

24/09/2024

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

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

2 weeks

4 Quality management

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

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

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

52 weeks

5 Payment

The *currency of the contract* is the

£ sterling

The *assessment interval* is

Monthly

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

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

The *interest rate* is 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

If Option C is used

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

share range

Consultant's share percentage

less than

from

from

greater than

If Option C or E is used

The *exchange rates* are those published in

Financial Times

on 10/08/2023 (date)

6 Compensation events

If there are additional

These are additional compensation events

8 Liabilities and insurance

If there are additional
Client's liabilities

These are additional *Client's liabilities*

- (1) N/A
- (2)
- (3)

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

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5 million in respect of each claim, without limit to the number of claims	6 years following Completion of the whole works or earlier termination
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	Whichever is greater of £5 million or the amount required by law in respect of each event, without limit to the number of events	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Whichever is greater of £5 million or the amount required by law in respect of each event, without limit to the number of events	For the period required by law

The *Consultant* provides these additional insurances

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

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

Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

If the *tribunal* is arbitration

The *arbitration procedure* is

'to be confirmed'

The place where arbitration
is to be held is

'to be confirmed'

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

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

The *Adjudicator* is

Name

'to be confirmed'

Address for communications

'to be confirmed'

Address for electronic communications

'to be confirmed'

The *Adjudicator nominating body* is

Institution of Civil Engineers

X2: Changes in the law

If Option X2 is used

The *law of the project* is

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

X9: Transfer of Intellectual Property Rights

X10: Information modelling

If Option X10 is used

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

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

4 weeks

X11: Termination by the Client

X18: Limitation of liability

If Option X18 is used

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

£5 million

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

£5 million

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

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

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

The period for payment is 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

<input type="text" value="not used"/>	<input type="text" value="not used"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

If Y(UK)3 is used with

term

beneficiary

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

<input type="text" value="The provisions of Options Y(UK)1"/>	<input type="text" value="Named Suppliers"/>
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Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

Z1 Disputes:

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

Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replace with:

The service is affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the Consultant and sub consultants,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

- Mistakes or delays caused by the Consultant's failure to follow standards in Scopes/quality plans.
- Reorganisation of the Consultant's project team.
- Additional costs or delays incurred due to Consultant's failure to comply with published and known guidance or document formats.
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors.
- Production or preparation of self-promotional material.
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the Service Manager
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the Service Manager
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the Service Manager
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to Consultant performance.
- Costs associated with rectifications that are due to Consultant error or omission.
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the Consultant's involvement
- Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements
- Was incurred as a result of the Client issuing a Yellow or Red Card to prepare a Performance Improvement Plan

Z4 Share on termination

Delete existing clause 93.3 and 93.4 and replace with:

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the Service Manager's certificate.

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the Service Manager has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made.

Z9 Conflict of Interest

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

Z12 Waiver

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

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

Z 131 Change to the Schedule of Cost Components

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

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

People

1 The following components of the cost of people.

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

PART TWO – DATA PROVIDED BY THE *CONSULTANT*

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

1 General

The *Consultant* is

Name

Atkins Limited

Address for communications

[REDACTED]
[REDACTED]

Address for electronic communications

The *fee percentage* is

%

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

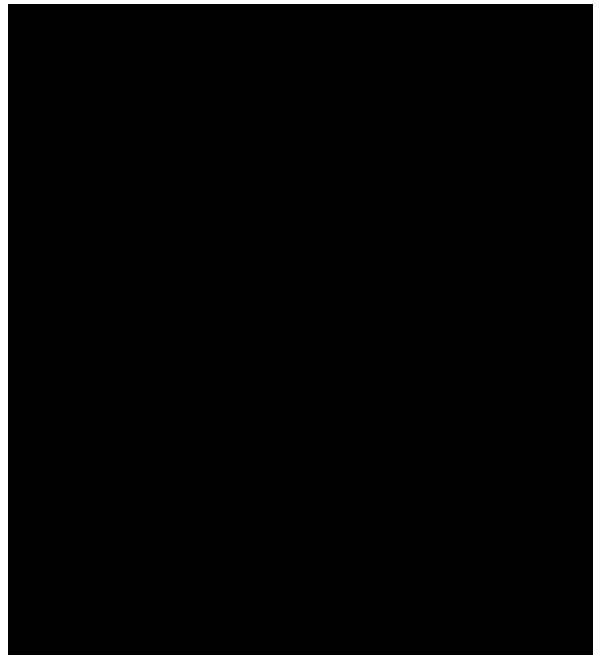
Name (2)

Job

Responsibilities

Qualifications

Experience



The following matters will be included in the Early Warning Register

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2 The *Consultant's* main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

N/A

3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

As per indicative project plan

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

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

N/A

5 Payment

If the *Consultant* states expenses

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

item

amount

Travel, Subsistence, Accommodation – as required

██████████

If Option A or C is used

The *activity schedule* is

As per pricing schedule

If Option C is used

The tendered total of the Prices is

£474,372.04

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

██████████

Address for communications

████████████████████
████████████████████
████████████████

Address for electronic communications

████████████████████

Name (2)

██████████

Address for communications

████████████████
████████████████████
██████████

Address for electronic communications

████████████████████

X10: Information modelling

If Option X10 is used

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

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

N/A

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

N/A

N/A

N/A

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

The *people rates* are

	nit	
	Per day	
	Per day	
	Per day	
	Per day	
	Per day	
	Per day	
	Per day	
	Per day	
	Per day	
	Per day	
	Per day	
	Per day	

PSC Scope template

17/01/2019

NEC4 professional services contract (PSC)

412_13_SD02

Environment Agency

Scope

Project / contract Information

Project name	Flood and Coastal Risk Management - Data Standards and Best Practice
Project SOP reference	
Contract reference	Flood and Coastal Risk Management
Date	11/08/2023
Version number	V4
Author	

Revision history

Revision date	Summary of changes	Version number
	First issue	
11/08/23	Fourth issue	V4

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

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	Insert latest version of MTR on ASite	Insert date of latest version of MTR on ASite

customer service line
03708 506 506
www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

Details of the Scope

Details of the Scope are as follows.

1. Description of the work:

1.1. Objective

Background:

The Flood & Coastal Erosion Risk Management (FCERM) Strategy aims to create a nation ready for, and resilient to, flooding and coastal change – today, tomorrow and to the year 2100. It will encourage Risk Management Authorities to adopt a range of flood and coastal resilience actions that work together to have a greater combined impact, and tackle the challenges faced in individual places. The strategy incorporates the interventions identified in the surface water action plan.

Three actions from the strategy directly relate to asset record keeping, inspection and management, standards best practice, and data sharing. These Actions are on the page 24 of Environment Agency FCERM Action Plan Link to FCERM Strategy Action Plan. In summary:

- 2.5.1 **By 2021** the Environment Agency will work with government, lead local flood authorities and other expert bodies to **develop guidance** setting out the **best practice** for **local flood defence management and record keeping** (as per the Surface Water Management Action Plan, 2018).
- 2.5.2. **By 2021** the Environment Agency will **raise awareness and communicate the responsibilities of flood and coastal defence owners**, best practice actions as well as the action relevant risk management authorities will take to ensure responsibilities are being met.
- 2.5.3 **By 2024** the Environment Agency will work with government and risk management authorities to **develop guidance setting out a common approach for inspecting and managing all flood and coastal defences** to improve resilience, **information sharing** and collaboration.

Strategy

<https://www.gov.uk/government/publications/national-flood-and-coastal-erosion-risk-management-strategy-for-england--2>

Strategy

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/985128/FCERM_Strategy_Action_Plan_2021.pdf

Surface Water Action Plan

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/725664/surface-water-management-action-plan-july-2018.pdf

Action

Plan

Objective

Initial research and engagement with key stakeholders have been undertaken to establish the common assets and existing best practice in relation to action 2.5.1 The Environment Agency has an openly available data library [Asset Categories \(data.gov.uk\)](https://data.gov.uk) which describes the existing fluvial and coastal assets, their elements and attributes. There is an inter-dependency upon actions 2.5.2 and 2.5.3 in relation to inspecting and managing flood and coastal defences and the related roles and responsibilities. The asset inspection process

(known as T98) and Combined Asset Manual (CAM) is currently being updated with an imminent release.

The aim of the commission is to support the Environment Agency to determine, agree and publish standards for flood risk (fluvial, coastal and surface water) and coastal erosion for asset data standards relevant to understanding the flood and erosion resilience in England. Determine inspection, and flood risk (fluvial, coastal and surface) asset management best practice in relation to managing flood resilience and responsibilities for Riparian owners.

The Stakeholders are all recognised Risk Management Authorities who have responsibility and a role in managing resilience from flooding and coastal erosion. It does not include individual land or property owners directly although the general guidance on managing flood assets will be published as part 2.5.2 of the action above.

An *Asset Forum*, comprising of members of the asset community, has been formed to work and guide the activities and help with engagement.

The actions require engagement with the *technical specialists*. The intention is to get as many involved as is feasible however, this may not always be possible therefore there is a reliance on general communications in relevant industry publications and social media routes where appropriate to raise awareness during the development stage and following publication.

Several workshops have already been undertaken to establish current asset data standards used within fluvial, coastal, and surface water. These findings and work done to date will be shared with the consultant for them to build a plan to establish the full set of data standards and agree with relevant stakeholders. It should be noted that the data standards being developed are to understanding flood resilience across England and best practice management and does not include all asset data requirements a risk management authority may need to fully manage their assets.

Further engagement through workshops with specialists' teams will be required to define and agree standards to improve flood resilience as defined in the action.

The consultant will prepare a strategic outline case to deliver a suitable platform for sharing flood risk asset data determined to be necessary to manage flood resilience within England. The outline business and full business case will be subject to a separate commission. The intention is to build or use a suitable spatial capable platform for sharing flood risk data as determined is necessary to manage flood resilience within England and agree data sharing protocols in line with Government data sharing policy. This will not be an alternative asset management system but a platform to facilitate data sharing. The providers of the data will retain ownership and be responsible for providing updates in accordance with the agreed protocol to be determined by the commission. All RMAs will have access to the data and if an agreement is agreed between all parties, be able to link and consume this data through API or another form of data sharing protocol.

General best practice guidance on managing flood risk assets will inform the update of a publication previously called 'Living on the Edge' to make available knowledge to all Riparian Owners Responsibilities. This is now called 'Owning a watercourse'

<https://www.gov.uk/guidance/owning-a-watercourse>

The Environment Agency has updated the CAM, however this does not include surface water assets or coastal erosion. The commission will involve deriving the best practice from this manual and developing best practice management for surface water assets in line with the action 2.5.3 to combine with the fluvial, coastal and erosion to create an integrated publication.

The work is funded by the Asset Management Portfolio. The work falls into three distinct categories for which strategic outline business cases have been established. These will need to be assured and taken through project governance process including outline business case and full business case.

1.2. Outcome Specification

The Outputs of the commission

1.1 Project Management and Business Case Delivery

- The *Consultant* shall be responsible for writing the business cases and in consultation with the Environment Agency support approval through any internal approval boards.
- There are three early draft Strategic Outline Business Cases which requires the *Consultant's* support in updating the SOC/ OBC with local assurance, updating to and for independent NPAS assurance and approval at Full Business Case (FBC).
- Technical input and authoring of the business case to capture all required elements to a standard that will enable progression of the project through assurance and approval.
 - Longlist of options and evaluation of this list to evidence how the shortlist of options was reached
 - Producing a baseline for outcomes, objectives, and Critical Success Factors (CSF's)
- Undertake associated activities in the preferred option identification.
- Benefits identification, capture, measurement, management, and baseline activities including Benefits Realisation Strategy, Benefit Maps, Benefit Profiles, Benefits Register and Benefits Realisation Plan (Appendix B).
- Lead on any communications with NPAS during the approval process.
- Development and maintenance of a project plan with programme, identifying key roles and responsibilities, detailed timings for the activities required to complete the work and milestones; RAID log, Forecast cost and invoicing profile. This will include providing information and data so project data can be updated for portfolio management purposes.
- Plan to deliver and provide fortnightly progress reports to the EA (client) in the first and third weeks monthly. The first report may be in the form of a short meeting and / or briefing note while the third week report will be a monthly update report on progress, delivery against the approved plan, forecast costs, risks and issues. The preparation of associate material to provide updates are included in this activity.
- Plan for and execute Asset Management Forum Steering Groups monthly meeting, technical groups and other groups that are necessary to deliver the commission.
- The Consultant will provide any data and information relating to progress to support the client with corporate reporting.

1.2 Communications and stakeholder Engagement

- The *Consultant* shall be responsible for managing stakeholder engagement and communications
- Create and maintain a stakeholder log, develop, and implement a stakeholder engagement plan
- Create and manage a communications plan to detail the activities considered as essential to achieving successful delivery of the outcomes as agreed with the Agency.
- Delivery of regular communications are essential to the success of the commission.
- This includes direct engagement with stakeholder groups through on-line meetings, webinars to obtain input from stakeholders including the specialist interest groups and Asset Forum Steering Group, and indirect communications to reach those impacted by the outcomes but not involved directly.
- Form of communications can include leaflets, articles in relevant industry publications, written and verbal briefings and on relevant social media platforms as agreed by the Agency.
- Organise, prepare, manage, and deliver emerging actions from the monthly Asset Forum Steering Group
- Establish, and manage specialist interest groups to provide technical input to the specification and development of the data, asset management standards and data sharing platform options to generate the knowledge and detail of delivery to build the programme and support business development.
- The groups will be made up of experts from the RMAs and other relevant bodies as agreed with the Agency. These forums will be the main source of technical input to deliver the actions as outlined within the strategy and proposals for standards will need to be agreed with these groups.
- Regularly engage Risk Management Authorities including local authorities, water companies, Network Rail, Transport for London, National Highways, Environment Agency specialists, and other similar organisations responsible for managing flood risk asset data, inspections and management of flood risk assets including Environment Agency. This may be through their representative on the specialist interest group or Asset Forum Steering Group or directly when necessary.
- Use the members of the asset forum and technical specialist groups technical experience as and when necessary to inform delivery of the outcomes and raise knowledge amongst their peers.
- Deal with any correspondence or general queries about the delivery of the strategy actions.
- The asset data, inspection and management standards need to align to or recommend improvements to the Agency. The Environment Agency acts as the technical authority for this work. Any proposals for improvement will need to be agreed with the Agency. To achieve alignment, it will be necessary to liaise with the technical experts within the Environment Agency team responsible for asset data and information standards, inspection and management standards, roles and responsibilities and data sharing.
- Engage with relevant industry bodies such as CiWEM, ICE, IAM to ensure any proposed outcomes in relation to the preferred option do not conflict with existing

guidance recognised to be best practice already in place. This may involve agreeing how the findings and outcomes of delivery of actions 5.2 can inform an update to their guidance.

1.3 Data Standards

The aim of this commission is to support the Environment Agency to determine, agree and publish asset data standards to support data sharing to improve knowledge of flood resilience, inspection and asset management practices. RMAs are not mandated to adopt the best practice asset data standards but will be required to share asset data suitable to understand flood resilience in line with the standards.

- Review, define and agree data standards
 - The *Consultant* shall, using the client's Data Requirements Library (DRL) as a basis, and the data gathered from RMA surveys to date, review fluvial and coastal data requirements and evaluate completeness and propose any additions or changes required to build a set of data standards suitable to understand flood resilience within England.
 - For surface water assets and coastal erosion, using the existing data gathered from RMAs, prepare a set of data standards which follow the principles of the ontology of those for fluvial and coastal and present to the client for agreement in principle.
 - Consult with the technical specialist groups and RMAs representatives where appropriate to develop a set of data standards suitable for managing surface water flood resilience.
 - Where gaps are identified and cannot be resolved through discussion with the Client, undertake further workshops with the Technical Specialist Groups to find a solution agreeable to the technical specialists and make a recommendation to the client to resolve the data requirements. These will be undertaken on-line and be no longer in duration than 2 hours. Present recommendations to the Client before consulting with the Asset Forum Steering Group and technical specialist groups for final agreement.
 - The data standards to be documented in Excel following the principles of the ontology within the using terminology as per the Data Requirements Library.
 - Any proposed changes to the EAs data structure, inspection and management standards will need to follow the approved governance process within the EA. The consultant must keep the client aware of potential changes as a minimum through the monthly meetings or as part of delivery of the actions.
 - Changes to existing data standards contained within the DRL identified through the development of data standards for the flood resilience must be communicated and agreed in principle with the *Client* ahead of engagement with the technical specialist groups or Asset Forum Group.
 - Present any new standards (surface water for example) or recommendations to amend existing standards as recorded in the Data Requirements Library [Asset Categories \(data.gov.uk\)](https://data.gov.uk) in a form consistent with the structure contained within the library. These should be presented in a spreadsheet following the format of the library.

- The intention is to host the data standards on the Environment Agency's Data Requirements Library.
- Any modifications to the Data Requirements Library (DRL) will need to be scoped and agreed with the Agency who will present to the platform provider for costing and proposed timeline for delivery.
- The updates to the DRL is managed through a pre-existing contract and an internal team. The EA will manage this process, and any input from *the Consultant* will be deemed to be part of agreeing proposed standards.
- Explore options for publishing information driven content such as management standards, flood risk owners' roles and responsibilities to ensure they are easy to access and find by those that need to use them.

1.4 Riparian owner roles and responsibilities

The aim of this commission is to review existing Riparian owner roles and responsibilities in relation to asset management activities as outlined in the strategy. The content will form part of the update to 'Owning a Watercourse' publication being managed through another activity within the Agency. This activity will have an inter-dependency on the development of inspection and management of flood assets best practice and will likely need to be further developed as actions relating to 2.5.3 are developed.

- *The Consultant* will review existing riparian owner roles and responsibilities contained within 'Owning a Watercourse'.
- Using knowledge generated through delivery of actions 2.5.3 to update the best practice guidance in a format suitable for publishing and agree the content with *technical specialist* groups, the *Asset Forum* and the Environment Agency. The final content will comply with Gov.UK publishing standards.
- The consultant shall liaise and discuss with nominated client staff who may be involved with issuing similar guidance as part of the wider strategy.
- In addition to publishing through Gov.uk, identify and make recommendations to the Agency on how to publish this content to reach the widest audience possible and co-ordinate the publishing with support from Agency specialists.

1.5 Inspection and Asset Management Best Practice

The aim of this commission is to support the Environment Agency to determine, agree inspection, and flood risk asset management best practice. The Environment Agency has recently updated the One Business Condition Assessment Manual (OBCAM) however this does not cover surface water or erosion assets.

- *The Consultant* shall use the OBCAM for fluvial and coastal flood assets as a framework and review existing best practice within the Environment Agency and within the flood risk industry including professional bodies such as CIWEM applicable for surface water and coastal erosion assets.
- In consultation with the external technical specialist groups as defined above, identify, develop and recommend best practice inspection and management of surface water flood risk and erosion assets to manage resilience.

- Reach agreement with the technical specialist groups, and present recommendations to the Asset Forum and relevant Environment Agency staff for agreement.
- Transform the best practice into a published form suitable for both accessing via a web service
- In consultation with Environment Agency publication teams agree how to publish on a site associated with gov.uk and manage the production of the materials and work with the relevant Environment Agency team to publish best practice inspection and flood risk asset management.

Data sharing platform and Data Sharing Protocol

- Develop and agree with client a plan of actions to deliver these outcomes including
 - *The Consultant* shall assess the capability of RMAs to deliver data, in accordance with the schema produced by action 2.5.1 above and determine a suitable update period (daily, monthly, annually) to maintain knowledge of flood resilience within England for RMAs. This can include software, hardware, business desire, skills or any other factor the consultant believes to be appropriate to ensure success of data sharing outcome.
 - Review existing data sharing protocols and agreements for which RMAs may already be using such as National Underground Register (NAUR).
 - Identify risks, barriers and mitigation measures and recommend options to be agreed in principle with the technical specialists, and formerly agreed with the Agency and Asset Forum.
 - Review and explore technological solutions available to deliver a data sharing platform suitable for RMAs to understand flood resilience of England. This might utilise existing services that may be in place internally within the Environment Agency or across Government.
 - Consult with the Environment Agency's Data, Digital, Technology Services (DDTS) and the Environment Agency team within Chief Operating Officers team to identify potential solutions to generate the strategic outline case for the RMA Data Sharing Platform.
 - Include consideration of people, process, technology and where appropriate the need for a memorandum of understanding (format to be determined) to agree in principle with the RMAs about data sharing. If required these will need to be agreed with parties prior to or as part of the proposed solution.
 - Present the findings and propose a technical requirements specification and plan to deliver the data sharing protocol and data sharing platform.
 - This should include need for a memorandum of understanding or other data sharing protocols to formalise the data sharing agreement with each authority for the purpose of improving knowledge of flood resilience across England.
 - Produce a Strategic Outline Case with the support of DDTS and Environment Agency and obtain Scheme of Delegation approval through the Environment Agency's processes.
 - Support for delivery of the OBC and FBC will be part of another commission.

Skills and Competencies

Consultant support, in the form of experienced individual(s) are required to deliver the requirements. These will have experience of projects, specifically of the kind of activities and disciplines described above.

The individual(s) should be self-starter(s) with good communication and stakeholder management skills. They will need to have a good knowledge of the principles and practices of project and contract management, data and asset management activities and understand the risks associated with managing more complex and inter-linked outcomes.

Please see scope for detailed qualifications / experience required of consultants.

2. Outcomes required

a) The *Consultant* shall provide the following required outcomes:

- Project Management and Business Case Delivery
- Communications and stakeholder Engagement
- Establishing and agreeing best practice data standards for different flood, erosion and surface water assets
- Riparian owner roles and responsibilities in relation to managing flood and erosion assets
- Inspection and Asset Management Best Practice
- Establish and agree a Data Sharing Protocol with RMAs
- Scope and prepare SoC for a Data sharing platform

3. Constraints on how the *Consultant* provides the services

a) The *Consultant* shall ensure that appropriate use is made of existing data, to avoid duplicating work already undertaken. Relevant *Client* data is identified in Appendix A. In addition, any other existing sources known to the *Consultant* should be utilised.

4. Exclusions

a) The *services* specifically excludes development of a data sharing platform beyond the SoC

5. Specifications or standards to be used

- a) Data requirements library
- b) Condition Assessment Manual
- c) Related industry best practice (CIWEM)

6. Specific Project Requirements

- a) Manage the project following industry best practice
- b) Meeting to cover introduction background, and answer any Consultants questions
- c) Fortnightly progress briefing note and/ or meeting
- d) Monthly summary report on progress against plan, costs, risks and issues between Consultant and EA via TEAMS

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

- a) Asite for data sharing

8. Dispute resolution process

8.1 To raise a dispute:

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

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

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

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

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

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

Appendix A Existing Information

Title	Format	Available from
Data Requirements Library	Online	Asset Categories (data.gov.uk)
Condition Assessment Manual	Pdf	Attached.

Activity - To be read in conjunction with Scope of work PSC Scope Template_FCRM DSBP v4.

1.1 Project Management and Business Case Delivery

- a. The Consultant shall be responsible for writing the business cases and in consultation with the Environment Agency support approval through any internal approval boards.
- b. There are three early draft Strategic Outline Business Cases which requires the Consultant's support in updating the SOC/ OBC with local assurance, updating to and for independent NPAS assurance and approval at Full Business Case (FBC).
- c. The first task will be to take the SOC/OBC through to approval.
- d. Technical input and authoring of the business case to capture all required elements to a standard that will enable the progression of the project through assurance and approval.
- a. Longlist of options and evaluation of this list to evidence how the shortlist of options was reached
- b. Producing a baseline for outcomes, objectives, and Critical Success Factors (CSF's)
- e. Undertake associated activities in the preferred option identification.
- f. Benefits identification, capture, management, and baseline activities. Including Benefits Realisation Strategy, Benefit Maps, Benefits Realisation Plan, Benefits Profile and Benefits Register (Appendix B).
- g. Lead on any communications with NPAS during the approval process.

1.1 Project Management and Business Case Delivery

- h. Development and maintenance of a project plan, RAID, Forecast cost and invoicing profile. This will include providing information and data for the project data to be updated for portfolio management purposes.
- i. Provide monthly progress reports to the EA and plan and deliver a monthly progress report. This includes the preparation of associate material to provide updates.
- j. Plan for and execute Asset Management Forum Steering Groups monthly meeting, technical groups and other groups that are necessary to deliver the commission.
- k. At least one monthly briefing to be provided to the Client to include an update on progress, delivery against the approved plan, risks and issues. This may be in the form of a short meeting and or a briefing note.
- l. The Consultant will provide any data and information relating to progress to support the client with corporate reporting.

1.2 Communications and stakeholder Engagement

- a. The Consultant shall be responsible for managing stakeholder engagement and communications
- b. Create and maintain a stakeholder log, develop, and implement a stakeholder engagement plan
- c. Create and manage a communications plan to detail the activities considered as essential to achieving successful delivery of the outcomes as agreed with the Agency.
- d. Delivery of regular communications are essential to the success of the commission.
- e. This includes direct engagement with stakeholder groups through on-line meetings, webinars to obtain input from stakeholders including the specialist interest groups and Asset Forum Steering Group, and indirect communications to reach those impacted by the outcomes but not involved directly.
- f. Form of communications can include leaflets, articles in relevant industry publications, written and verbal briefings and on relevant social media platforms as agreed by the Agency.
- g. Organise, prepare, manage, and deliver emerging actions from the monthly Asset Forum Steering Group
- h. Establish, and manage specialist interest groups to provide technical input to the specification and development of the data, asset management standards and data sharing platform options to generate the knowledge and detail of delivery to build the programme and support business development
- i. The groups will be made up with experts from the RMAs and other relevant bodies as agreed with the Agency. These forums will be the main source of technical input to deliver the actions as outlined within the strategy and proposals for standards will need to be agreed with these groups.
- j. Regularly engage Risk Management Authorities including local authorities, water companies, Network Rail, Transport for London, National Highways, Environment Agency specialists, and other similar organisations responsible for managing flood risk asset data, inspections and management of flood risk assets including Environment Agency. This may be through their representative on the specialist interest group or Asset Forum Steering Group or directly when necessary.
- k. Use the members of the asset forum and technical specialist groups technical experience as and when necessary to inform delivery of the outcomes and raise knowledge amongst their peers.
- l. Deal with any correspondence or general queries about the delivery of the strategy actions.
- m. The asset data, inspection and management standards need to align to or recommend improvements to the Agency. The Environment Agency act as the technical authority for this work. Any proposals for improvement will need to be agreed with the Agency. To achieve alignment, it will be necessary to liaise with the technical experts within the Environment Agency team responsible for asset data and information standards, inspection and management standards, roles and responsibilities and data sharing.
- n. Engage with relevant industry bodies such as CIWEM, ICE, IAM to ensure any proposed outcomes in relation to the preferred option do not conflict with existing guidance recognised to be best practice already in place. This may involve agreeing how the findings and

1.3 Data Standards

- a. Review, define and agree data standards
- a. The Consultant shall, using the clients Data Requirements Library (DRL) as a basis, and the data gathered from RMA surveys to date, review fluvial and coastal data requirements and evaluate completeness and propose any additions or changes required to build a set of data standards suitable to understand flood resilience within England.
- b. For surface water assets and coastal erosion, using the existing data gathered from RMAs, prepare a set of data standards which follow the principles of the ontology of those for fluvial and coastal and present to the client for agreement in principle.
- c. Consult with the technical specialist groups and RMAs representatives where appropriate to develop a set of data standards suitable for managing surface water flood resilience.
- d. Where gaps are identified and cannot be resolved through discussion with the Client, undertake further workshops with the Technical Specialist Groups to find a solution agreeable to the technical specialists and make a recommendation to the client to resolve the data requirements. These will be undertaken on-line and be no longer in duration than 2 hours. Present recommendations to the Client before consulting with the Asset Forum Steering Group and technical specialist groups for final agreement.
- e. The data standards to be documented in Excel following the principles of the ontology within the using terminology as per the Data Requirements Library.
- f. Any proposed changes to the EAs data structure, inspection and management standards will need to follow the approved governance process within the EA. The consultant must keep the client aware of potential changes as a minimum through the monthly

1.4 Riparian owner roles and responsibilities

- a. The Consultant will review existing riparian owner roles and responsibilities contained within 'Living on the Edge.
- b. Using knowledge generated through delivery of actions 2.5.3 to update the best practice guidance in a format for suitable for publishing and agree the content with technical specialist groups, the Asset Forum and the Environment Agency. The final content will comply with Gov.UK publishing standards
- c. The consultant shall liaise and discuss with nominated client staff who may be involved with issuing similar guidance as part of the wider strategy.
- d. In addition to publishing through Gov.uk identify and make recommendations to the Agency on how to publish this content to reach the widest audience possible and co-ordinate the publishing with support from Agency specialists.

1.5 Inspection and Asset Management Best Practice

- a. The Consultant shall use the OBCAM for fluvial and coastal flood assets as a framework and review existing best practice within the Environment Agency and within the flood risk industry including professional bodies such as CIWEM applicable for surface water and coastal erosion assets
- b. In consultation with the external technical specialist groups as defined above, identify, develop and recommend best practice inspection and management of surface water flood risk and erosion assets to manage resilience.
- c. Reach agreement with the technical specialist groups, and present recommendations to the Asset Forum and relevant Environment Agency staff for agreement.
- d. Transform the best practice into a published form suitable for both accessing via a web service.
- e. In consultation with Environment Agency publication teams agree how to publish on a site associated with gov.uk and manage the production of the materials and work with the relevant Environment Agency team to publish best practice inspection and flood risk asset management.

1.6 Data sharing platform and Data Sharing Protocol

- a. The Consultant shall assess the capability of RMAs to deliver data, in accordance with the schema produced by action 2.5.1 above and determine a suitable update period (daily, monthly, annually) to maintain knowledge of flood resilience within England for RMAs. This can include software, hardware, business desire, skills or any other factor the consultant believes to be appropriate to ensure success of data sharing outcome.
- b. Review existing data sharing protocols and agreements for which RMAs may already be using such as National Underground Register (NAUR).
- c. Identify risks, barriers and mitigation measures and recommend options to be agreed in principle with the technical specialists, and formerly agreed with the Agency and Asset Forum.
- d. Review and explore technological solutions available to deliver a data sharing platform suitable for RMAs to understand flood resilience of England. This might utilise existing services that may be in place internally within the Environment Agency or across Government.
- e. Consult with the Environment Agency's Data, Digital, Technology Services (DDTS) and the Environment Agency team within Chief Operating Officers team to identify potential solutions to generate the strategic outline case for the RMA Data Sharing Platform.
- f. Include consideration of people, process, technology and where appropriate the need for a memorandum of understanding (format to be determined) to agree in principle of the RMAs to agree data sharing. If required these will need to be agreed with parties prior to or as part of the proposed solution.
- g. Present the findings and propose a technical requirements specification and plan to deliver the data sharing protocol and data sharing platform.
- h. This should include need for a memorandum of understanding or other data sharing protocols to formalise the data sharing agreement with each authority for the purpose of improving knowledge of flood resilience across England.
- i. Produce a Strategic Outline Case with the support of DDTS and Environment Agency and obtain Scheme of Delegation approval through the Environment Agency's processes.
- j. Support for delivery of the OBC and FBC will be part of another commission.

CCS 1% Fee

Travel & Expenses

Extension Criteria - Subject to Negotiation with Client

1.4 Riparian owner roles and responsibilities

- e. A short extension is permissible to ensure the publication of the content is completed.

1.5 Inspection and Asset Management Best Practice

- f. A short extension is permissible to ensure the inspection and asset management best practice is agreed and published with RMAs.

1.6 Data sharing platform and Data Sharing Protocol

- k. A short extension is permissible to ensure the data sharing protocols are agreed and in place with all RMAs.

Additional RMA workshops

General Requirements

Induction meeting to cover introduction, background and answer Consultant's questions and discuss assumptions.

Fortnightly informal progress reports between the consultant and EA, scheduled for week 1 & 3, Week 3 meeting to include spend, forecast and milestones to allow for reporting.

Travel to RMA Offices

Overnight Stays

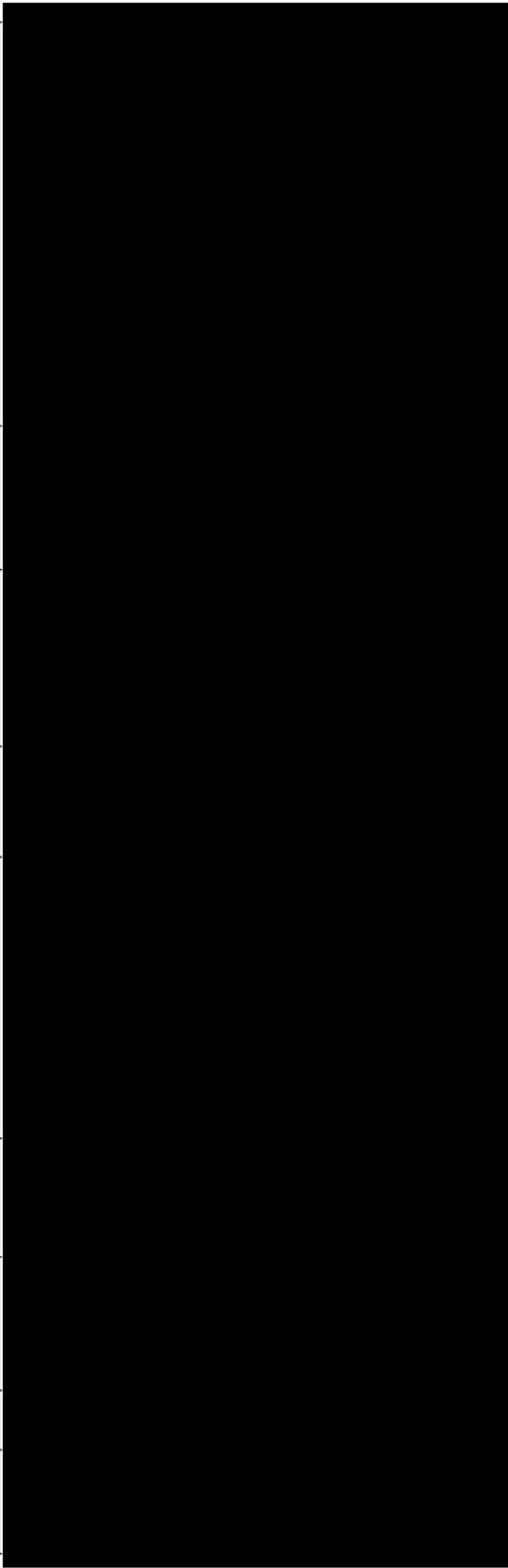
Risks & Assumptions

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