



Framework:	Collaborative Delivery Framework
Supplier:	Jacobs UK Ltd
Company Number:	██████████
Geographical Area:	East
Project Name:	Castle Mill Sluice Decommissioning SOC - FBC
Project Number:	██████████
Contract Type:	Professional Service Contract
Option:	Option C
Contract Number:	██████████

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name Castle Mill Sluice Decommissioning SOC - FBC

Project Number ENV0001342C

This contract is made on 03 December 2020
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 12th day of April 2019 *Client* and the *Consultant* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 22 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
Scope:
Castle Mills Sluice Decommissioning Scope SOC - FBC v1
Dated:27/07/2020

Part One - Data provided by the *Client*

Statements given in all Contracts

1 General

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

Main
Option

Option C

Option for resolving and
avoiding disputes

W2

Secondary Options

X2: Changes in the law

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X18: Limitation of liability

X20: Key Performance Indicators

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

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

Z: *Additional conditions of contract*

Classification: Internal.

The *service* is Development of an outline design and detailed design for decommissioning Castle Mill Sluice to a fixed weir to enable the scheme to reach a stage that can be priced and built.

The *Client* is Environment Agency

Address for communications

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

Address for electronic communications

[REDACTED]

The *Service Manager* is
Address for communications

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

Address for electronic communications

[REDACTED]

The Scope is in
Castle Mills Sluice Decommissioning SOC - FBC v1

The *partner contract* is
Contract Title: Castle Mills Sluice Decommissioning SOC - FBC ESE

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

The *period for retention* is 6 years 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

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

'none set'
'none set'
'none set'

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

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 04 January 2021

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

access	<i>access date</i>
Fastdraft	04 January 2021
Asite	04 January 2021

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

The *completion date* for the whole of the *service* is 03 January 2022

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is 4 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

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

The *Client* set total of the Prices is [REDACTED]

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

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

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

If Option C is used

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

<i>share range</i>	<i>Consultant's share percentage</i>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

6 Compensation events

These are additional compensation events

- | | |
|----|--|
| | Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, |
| 1. | between 1st November 2020 and 31st March 2021 |
| 2. | 'not used' |
| 3. | 'not used' |
| 4. | 'not used' |
| 5. | 'not used' |

8 Liabilities and insurance

These are additional *Client's* liabilities

1. 'not used'
2. 'not used'
3. 'not used'

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 <i>SERVICE</i> 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>	£5,000,000 in respect of each claim, without limit to the number of claims	6 years after Completion
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	£15,000,000 in respect of each claim, without limit to the number of claims	6 years after Completion
Death of or bodily injury to the employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	<i>Legal minimum</i> in respect of each claim, without limit to the number of claims	<i>For the period required by law</i>
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	£5,000,000	

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

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

Address for electronic communications

['to be confirmed'](#)

The *Adjudicator nominating body* is

The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replaced by:

The *service* is affected by any of the following events

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

Z3 Disallowed Costs

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

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

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

- Mistakes or delays caused by the *Consultant's* failure to follow standards in Scopes/quality plans
- Reorganisation of the *Consultant's* project team
- Additional costs or delays incurred due to *Consultant's* failure to comply with published and known 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
- Was incurred as a resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

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'

Z6 The Schedule of Cost Components

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

Z7 Aggregated Consultant's share

Delete existing clauses 54 and 93.3 and replace with:

54.1 The *Service Manager* assess the *Consultant's* share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Service Provided to Date.

The difference is divided into increments falling within each of the *share ranges*. The limits of a share range are the Aggregated Price for Service Provided to Date divided by the Aggregated Total of the Prices, expressed as a percentage. The *Consultant's* share equals the sum of the products of the increment within each share range and the corresponding *Consultant's share percentage*.

54.2 If the Aggregated Price for Service Provided to Date is less than the Aggregated Total of the Prices, the *Consultant* is paid its share of the saving. If the Aggregated Price for Service Provided to Date is greater than the Aggregated Total of the Prices, the *Consultant* pays its share of the excess.

54.3 If, prior to the Completion Date, the Price for Service Provided to Date exceeds 110% of the total of the Prices, the amount in excess of 110% of the total of the Prices is retained from the *Consultant*.

54.4 The *Service Manager* makes a preliminary assessment of the *Consultant's* share at Completion of the Whole of the *service* using forecasts of the final Aggregated Price for Service Provided to Date and the final Aggregated Total of Prices. This share is included in the amount due following Completion of the whole of the *services*.

54.5 The *Service Manager* makes a final assessment of the *Consultant's* share, using the final Aggregated Price for Service Provided to Date and the final Aggregated Total of the Prices. This share is included in the final amount due.

93.3 If there is a termination except if Z4 applies, the *Service Manager* assesses the *Consultant's* share after certifying termination. The assessment uses as the Aggregated Price for Service Provided to Date the sum of

- the total of
 - the Defined Cost which the *Consultant* has paid and
 - which it is committed to pay for work done before termination
- and

- the total of
 - the Defined Cost which the *Consultant* or *Contractor* has paid and
 - which it is committed to pay

in the *partner contract* before the date the termination certificate is issued under this contract.

The assessment uses as the Aggregated Total of the Prices the sum of

- the total of
 - the lump sum price for each activity which has been completed and
 - a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed

and

- the total of
 - the lump sum price for each activity which has been completed and
 - a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed

Add:

11.2(25) The Aggregated Total of the Prices is sum of

- the total of the Prices and
- the total of the Prices in the partner contract

11.2(26) The Aggregated Price for Service Provided to Date is the sum of

- the Price for Service Provided to Date and
- the Price for Service Provided to Date or the Price for Work Done to Date in the partner contract.

Z23 Linked contracts

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

Z24 Requirement for Invoice

Add the following sentence to the end of clause 51.1:

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

Delete existing clause 51.2 and replace with:

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

Z25 Risks and insurance

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X10: Information modelling

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

OPTION X18: Limitation of liability

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

£1,000,000.00

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

£5,000,000.00

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

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

The *incentive schedule* for Key Performance Indicators is in Schedule 17

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

3 months

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

The period for payment is 14 days after the date on which payment becomes due

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

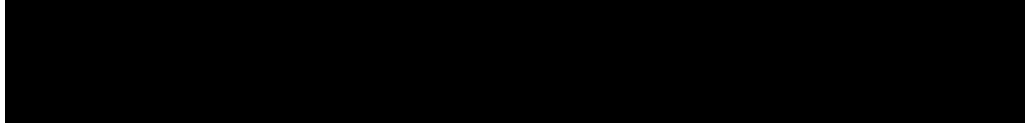
term beneficiary

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency



Signature

Role

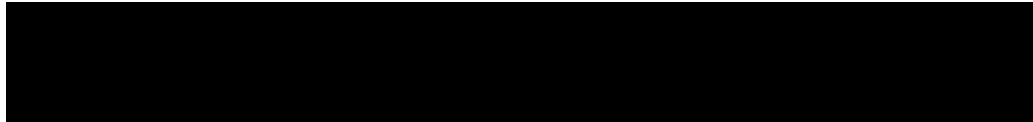
Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

Jacobs UK Ltd



Signature

Role

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 Jacobs UK Ltd

Address for communications

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

Address for electronic
communications

[REDACTED]

The *fee percentage* is

Option C

[REDACTED]

The *key persons* are

Name (1)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED]

Experience

[REDACTED]

Name (2)

Job

Responsibilities

Qualifications

Experience

Name (3)

Job

Responsibilities

Qualifications

Experience

Name (4)

Job

Responsibilities

Qualifications

Experience

Name (5)

Job

Responsibilities

Qualifications

Experience

Name (6)

Job

Responsibilities

Qualifications

Experience

Name (7)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

Adverse weather delaying out of office works

Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time from 1 November 2020

Contract award affecting start/access dates

Third party consent time/fees

3 Time

The programme identified in the Contract Data is

Castle Mills_ Programme_2020-10-29

5 Payment

The *activity schedule* is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

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

Address for electronic communications

[REDACTED]

Name (2)

Address for communications

Address for electronic communications

X10: Information Modelling

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

Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract information

Project name	Castle Mill Sluice Decommissioning
Project SOP reference	ENV0001342C
Contract reference	28095
Date	27 th July 2020
Version number	01
Author	██████████

Revision history

Revision date	Summary of changes	Version number
27/07/2020	First Issue	01

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	LIT 13258 Minimum Technical Requirements	9	18/03/2020

1 Overview

Castle Mills sluice is a *Client* owned structure on the River Great Ouse built between 1976 and 1978 by Anglian Water. It consists of three drop leaf (or tilting) gates, each approximately 9m in length and set within reinforced concrete side walls and brickwork faced concrete wing walls. The structure incorporates a lock on the right bank for navigation. There is an operator's bridge that spans the sluice gates that contains the Mechanical & Electrical (M&E) equipment associated with the operation of the gates.

The structure is past its design life and previous Detailed Asset Inspections (DAI) have stated significant investment is required to bring it back to an acceptable standard. The structure provides no significant flood risk benefit to people or property and therefore capital works to refurbish the structure are un-fundable.

The *Client* are also the statutory navigation authority and are required to maintain levels for navigation in this stretch of river under the Anglian Water Authority Act 1977.

1.1 Objectives of the services

Objective

The objectives of the project are:

1. To avoid failure of Castle Mill Sluice.
2. To not increase flood risk to people and property.
3. To maintain statutory navigation between Cardington and Castle Mill as per the *Client's* legal obligations
4. To allow the *client* to transfer the asset ownership and responsibility to the Waterways team
5. To reduce ongoing maintenance liabilities at the structure
6. To improve fish and eel passage as per our legal obligations.
7. To ensure Health and Safety measures are up to current legislation.

Outcome Specification

The required outcome of this commission is to develop an outline design and detailed design for decommissioning Castle Mill Sluice to a fixed weir to enable the scheme to reach a stage that can be priced and built.

The *consultant* will produce the following:

- Review of previous material
- An appraisal of options for a fixed weir so the risk of failure leading to reduction in retained navigation water level is significantly reduced.
- An outline design based on the appraisal which supports the objectives outlined above and is affordable.
- Detailed Design developed from the outline design including specification for any required ground investigations and material testing eg. Concrete strength of piers,

asbestos etc. This will enable the works to be priced and constructed (under the NEC ECC). Client to appoint Contractor (CDF Lot 2) to undertake testing.

- Full Business Case (FBC) to be developed for submission to NPAS and based on the approved Strategic Outline Case (SOC)

The Consultant shall ensure (reasonable skill and care) that the final solution/options considered are compliant with all guidance and legislation and seek to minimise long-term asset/land management and maintenance costs

The options will also demonstrate that the *Consultant* has learnt from international best practice and demonstrate how optimum flood risk reduction, natural processes, recreation, good ecological water quality and visual amenity can be combined.

The *Consultant* shall be responsible for ensuring the design is acceptable to the *Client* (gaining approval of Gateway 3), gain planning approval and other associated approvals and be acceptable to statutory stakeholders all of which will not be unreasonably withheld.

This commission must result in planning permission and all other necessary permissions being obtained.

The *Consultant* shall complete the asset decommissioning design in such a way that it proves value for money to the *Client* in line with objectives in Full Business Case and results in economic efficiencies based on the project budget.

The design will ensure that the cost and quality of the construction work represents value for money and is affordable by the *Client* and within the agreed budget.

1.2 Consultant project management

The overall management of the commission shall include for the following:

- Adhering to the project stages and timing of these stages and roles and responsibilities – in particular identifying those to be responsible for quality assurances that are removed from the day to day running of the project.
- Agreement and management of change.
- Attend project data meeting with FRMDM, Asset Systems Management Team and PCM to agree appropriate standard. The *Consultant* should use this meeting as a basis of completing a design philosophy statement.
- Attendance and on-going management of project risk and programme reviews to achieve the scope. Programme to include post-SOC activities to construction start, in accordance with PCM programme guidance.
- Monthly risk register review, update (including *Consultant* risk budget) and implementation of resulting actions.
- Provide input to and actively maintain project value register.
- Progress meeting attendance on a fortnightly basis and management of actions
- Monthly financial updates and forecasts to meet EA deadlines together with the production of checkpoint reports, end stage reports, exception reports (as required), end project report, daily log and other management products in accordance with PRINCE2.
- Attend a project board / programme board meeting as required in capacity as *Consultant*.
- *Consultant* project manager to be responsible for delivery of services and products in line with accepted programme.
- Co-operate with the *Client* in the role of the BIM Information Manager

- Quarterly input into performance assessment/KPIs and management and implementation of associated actions arising.
- Handover package of project deliverables.
- *Consultant* environmental lead to provide monthly progress and risk reviews in monthly report.
- The *Consultant* environmental lead is an integrated member of the project team and also attends progress meetings, risk workshops, project board and programme board meetings as above.
- Review and update the lessons learnt log during monthly progress meetings and disseminate any key lessons learnt to the business.
- Review and update the issues log during monthly progress meetings and determine the appropriate action required to resolve.
- On behalf of the *Client*, the *Consultant* should apply for planning permission, flood risk assessment permit and any other permit required and manage the passage of these approvals.
- Once planning permission has been obtained, the *Consultant* should apply for protected species licences, on behalf of the *Client*.
- All model and survey information will be provided to the *Consultant* in an encrypted format (using WinZip 128 bit encryption) according to the *Client's* Data Security Policy. It is expected that once the commission is completed, all the original data sent to the *Consultant*, which is classed as commercially sensitive, is returned in an encrypted format using WinZip 128 bit encryption.
- Project deliverables such as survey data or anything of a personal nature such as questionnaires or address data must also be returned in an encrypted format using WinZip 128 bit encryption.
- Design philosophy statement, giving design process, standards used and assumptions made to the satisfaction of the *Client*. This should demonstrate compliance with the *Client's* sustainability targets.
- Monthly checkpoint report, end stage report, end project report, exception reports (as required) in standard template giving progress against programme, deliverables received and expected and financial summary against programmed.
- Consider the following and document how they are addressed on this contract:
 - **Public:** how to effectively engage with, and how they perceive us, the diverse public throughout projects?
 - **Project team:** how to create an inclusive environment for our project team?
 - **Framework:** identify opportunities to support diverse workforces on our projects across our organisations.

1.3 Previous studies

Table 1 Details of previous studies and investigations.

Item	Comments
2017 DAI	Detailed Asset Inspection of Castle Mill
2018 Initial Assessment	Initial Assessment by Mott MacDonald
2015 Modelling Assessment	Modelling assessment of gates closed scenario
2016 Modelling Assessment Phase 2	Modelling assessment of gates closed scenario phase 2
B090 Castle Mills Sluice Service Bridge – 2015	Service bridge Inspection

2020 Strategic Outline Case	Strategic Outline Case assured by NPAS January 2020
All other available information is detailed in the Castle Mill Information Delivery Plan (IDP) on Asite	

2 Services required

2.1 Definition of completion and defects

It is an absolute requirement of the contract that Completion is only certified when:

- all of the *services* have been provided and accepted by the *Client*.
- Transfer to the *Client's* databases of BIM data
- Completion of the relevant phase of the *Client's* carbon tool
- Clause 11.2(2) work to be done by the Completion Date.

A Defect is any *service* provided which is not in accordance with the scope or the law. A Defect is also any site query post completion that is a result of errors or incomplete design details.

2.2 The detailed design (outputs and deliverables)

As part of the services the *Consultant* is to produce/provide the following outputs/deliverables. This is not an exhaustive list and other outputs may be required.

- 2.2.1. An appraisal of options (up to three) for a fixed weir so the risk of failure leading to reduction in retained navigation water level is significantly reduced.
- 2.2.2. Detailed Design including drawings and specifications for construction of works.

The *Consultant* will complete a full detailed design, sufficient for a contractor to set out and construct the works. The detailed design should include but is not be limited to:

- i. Calculations
- ii. Drawings (including landscape/ ecological design drawings/ planting schedules)
- iii. Environmental Products (see 2.4)
- iv. Specifications (including any additional clauses to Environment Agency standard specifications - i.e. Environment Agency NEAS Landscape Specification template)
- v. Design report, including asset schedule, buildability statement and maintenance plan
- vi. Designer's Risk Assessments
- vii. Public Safety Risk Assessments
- viii. Pre-construction information
- ix. Tender documents (CDF lot 2)
- x. Environmental action plan

The *Consultant* shall assist with pricing the construction works which is led by the *Client*.

The *Consultant* shall discuss designs with the *Client* including MEICA, Asset Performance, Field Team, FBG and estates.

The *Consultant* shall discuss with the *Client* where environmental information, landscape details, archaeological information, methodologies or on site management deviate from that stated in the Environmental Statement or associated documents.

This will enable any legal implications to be checked and for the environmental implications of the changes to be assessed.

The *Consultant* shall discuss developments in the design with the appointed Principal Designer (appointed separately by client via PD framework).

The *Consultant* shall facilitate design workshops and attend risk workshop.

The sustainability of the design shall be analysed using appropriately detailed carbon costing to gauge influence of carbon costs of the design. It shall be run on the Environment Agency's carbon calculator.

The *Consultant* shall prepare the Particular Specification for the main works tender document. The Particular Specification shall not contradict the *Client's* standard documents. If there is a requirement to do so the *Consultant* shall justify the need and obtain the prior written agreement of the *Client*.

2.3. Site Investigation

2.3.1 Ground Investigation

2.3.1.1 Ground Investigation deliverables

- The *Consultant* is required to review findings from previous studies and appraisal to identify any gaps in existing data (e.g. concrete durability).
- The *Consultant* is required to use gaps identified above to inform scope of Ground Investigations needed to inform detailed design of elements (as relevant to the scope)
- The *Consultant* is required to clearly communicate the specifications for these Ground Investigations for the *Client* to procure the *Contractor* and for the *Contractor* to undertake.
- Liaise with NEAS Archaeologist to ensure that the heritage and archaeological risks are identified and addressed.
- Site Supervision of investigation (to be added as CE once programme is known))
- Asbestos management plan

2.3.1.2. Topographic survey

- Where no detailed survey of the main structure exists, the *Consultant* shall undertake survey sufficient to allow for detailed design. Spacing of the survey shall be determined by the *Consultant*.

Topographic survey deliverables

- The *Consultant* shall provide the final output of the survey in the form of a survey report in paper/ digital format, together with the survey data in digital format in ASCII format and as a GIS shape file layer.
- Preparation of a brief and procurement of the survey in accordance with the Environment Agency's National Specification for Surveying Services Version 3.1, to enable the above.
- Review and agree surveyors' site risk assessment
- Supervision and management of topographic survey company.
- Review data / checking deliverables
- Liaise with the NEAS Archaeologist to ensure that the heritage and archaeological risks are identified and addressed and to determine if efficiencies can be made by joint working.

- Actual topographic survey contractor costs to be added as CE once programme/extent is known.

2.3.4 Services and diversion plan

- Utilities desk study
- The *Consultant* shall check existing data, identify any further gaps for detailed design stage and obtain services data from utility companies. This should include direct costs of obtaining data. This should be incorporated into the appraisal, including preparation of plans. The *Consultant* shall determine the extent of the survey and produce a specification for the survey in accordance with *Client* Guidance and Principal Designer discussion; defining type and purpose of survey including extents and available information. The *Consultant* should also provide a site supervisor to manage the survey *Consultant* whilst they are on site. The outputs from this survey should be included in the appropriate drawings.

2.3.5 Ecological surveys

Undertake additional surveys consistent with current guidelines, where these are essential to securing permissions or are essential to achieving good environmental design. Utilise existing knowledge of the distribution of species and the current understanding of the factors governing their distribution. Use the species and survey information in a scientific and informed way to justify environmental decision making.

- Protected species surveys and phase 1 survey desk study

2.3. Hydrology and hydraulics

N/A

2.4. Landscapes and Environmental design

Environmental Deliverables for the project should include the following:

- Preliminary Environmental Information Report (PEIR) as specified in Minimum Technical Requirements 801_14 Environmental sustainability, design and management from the NEAS screening.
- Appraisal Summary Tables of the options as specified in Minimum Technical Requirements 801_14.
- Non Statutory Environmental Report as specified in Minimum Technical Requirements 801_14 (to include up to 4 topics).
- Water Framework Directive (WFD) Assessment as specified in Minimum Technical Requirements 801_14.
- Heritage Desk Based Assessment as specified in Minimum Technical Requirements 801_14_SD01 Cultural heritage and archaeology standards.
- Environmental Survey Appraisal Plan (ESAP) as specified in Minimum Technical Requirements 801_14_SD02 Landscape and Environmental Design.
- Indicative Landscape Plan (ILP) as specified in Minimum Technical Requirements 801_14_SD02
- Tree survey to identify constraints from trees and other woody vegetation.
- Obtaining fish pass approval including engaging with National Fish Pass Advisory Panel as specified in Operational instruction 757_11
- CEEQUAL Assessment (covering 2-3 topics) including scoping workshop
- Environmental Action Plan (EAP) as specified in Minimum Technical Requirements 801_14

- flood risk assessment permit cost for GI (if required) & main construction works.

2.5. Environmental considerations

The *Consultant* will work with the *Client* and project partners to decommission the Sluice through an adaptive approach that meets the objectives, is resilient to climate change and that works with natural processes whilst:

- i. Creating a better place and maximising environmental outcomes for people and wildlife, which includes landscape character, aesthetics, recreation, education, green infrastructure, navigation and heritage;
- ii. Involving local people and organisations to assist in the process of developing the optimal solution;
- iii. Minimising by designing out where possible, and mitigating for unavoidable adverse environmental effects as a result of the scheme;
- iv. Minimising adverse impacts on economic activity, tourism, recreation and other human activity;
- v. Supporting and contributing to outcomes that meet the objectives of the Water Framework Directive (WFD) for the relevant water bodies.

2.6. Stakeholder Engagement

The Consultant will work with the *Client* to discuss plans with local stakeholders eg. Local businesses, landowners, Local Council. Client lead consultation

The consultant will attend any local stakeholder engagement events – assume 2 events

3 Standards to be used

3.1 Health and safety

- Health and Safety is the number one priority of the *Client*. The *Consultant* will promote and adopt safe working methods and shall strive to deliver solutions that provide optimum safety to all.

3.2 *Client* standard documents

- The *Consultant* should carry out their design using the following *Client* standards.

Designs produced must be in compliance with the *Client* Minimum Technical Requirements
Contract Documents produced must be in compliance with latest *Client* standard template

4 Constraints on how the *Consultant* provides the services

- a) Monthly financial forecasts to meet *Client* deadlines together with the production of checkpoint reports, end stage reports, exception reports (as required), end project report, daily log and other management products in accordance with PRINCE2.
- b) Provide an updated programme a minimum of monthly.
- c) A consistent project management approach will apply under this contract. The *Consultant* shall maximise opportunities to reduce costs presented by managing the package.
- d) Provide monthly progress reports to the *Client*.
- e) Undertake all file and document transfer through Asite.
- f) Undertake identification and recording of information deliverables through the project Information Delivery Plan (IDP) on Asite.
- g) Deal with all contract matters through Fastdraft.
- h) The *Consultant* will participate in short fortnightly project teleconferences and project meetings at an agreed time.
- i) All site visits must be agreed in advance with sufficient warning.
- j) All personnel attending site must be notified to the *Client* with reasoning for attending provided for agreement by the *Client* with sufficient warning prior to the visit.
- k) The *Consultant* shall ensure all reports to be made publically available comply with the Equality Act 2010, to consider 'reasonable adjustments' for people who have a disability, and The Public Sector Bodies (Websites and Mobile Applications) No.2 Accessibility Regulations 2018.
- l) The *Consultant* shall ensure all documents produced for online publication meet conformance level AA of the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines 2.1 (WCAG 2.1) conformance level AA.
- m) The *Consultant* shall test final versions of reports for accessibility to the WCAG2.1 AA standard, prior to delivery.
- n) The *Consultant* shall provide evidence that final versions of reports have been tested for and comply with all of the A and AA criteria of the WCAG2.1 standard.

Mandatory security and vetting procedures for *Consultant* staff with access to the *Client's* IT systems.

If in the performance of a Contract, the *Consultant* staff members are to have access to the *Client's* IT systems, the Contract will be subject to the following mandatory security and vetting procedure. This shall only apply to all Contracts for secondment of staff where access to the *Client's* IT systems is required

Verification of identity

The *Consultant* is responsible for verifying the identity of their staff prior to commencement of employment on the Contract. This includes the verification, copying and checking of the appropriate documentation:

- Confirmation of name, date of birth and address
- National Insurance number
- Confirmation of qualification/licences
- Confirmation of permission to work in the UK (if appropriate)

This information should be checked to ensure no obvious gaps exists and a copy kept on file.

Verification of nationality and immigration status

The *Consultant* is responsible for carrying out a physical check of appropriate documentation or (by exception) through an independent check of UK Border Agency (UKBA) records to ensure the individual has the right to remain in the UK and undertake the work in question. This needs to take place prior to commencement of employment.

Verification of employment history

The *Consultant* is responsible for verifying the candidates past 3 years employment history. Any unexplained gaps are to be brought to the attention of the Project Manager prior to commencement of employment.

Verification of criminal record (unspent convictions only)

The *Consultant* is responsible for verifying unspent criminal records using Basic Criminal Record (CRB) check provided by Disclosure Scotland (DS) prior to the commencement of employment. This also applies to all agency and sub-consultant staff. Any convictions, other than minor offences, are to be brought to the attention of the Project Manager prior to commencement of employment.

In exceptional circumstances the *Client* may decide to undertake a risk assessment where delays would impact on operation of business to allow an individual to start on conditional employment contract whilst waiting for results of the check.

Individuals with evidence of valid and live CRB, Counter Terrorist Check (CTC), Security Check (SC) or Developed Vetting (DV) clearance will not be required to undertake Baseline Personnel Security Standard (BPSS) clearance again (except proof of identity).

Keeping records

The *Consultant* should keep a BPSS verification record of each individual employed on such Contracts on the personal file. A standard form is provided by the Cabinet Office. Where individuals have valid and live clearance, this should be obtained in the form of the BPSS verification record from their previous organisation. There is no requirement to renew the BPSS once it has been approved. It is the responsibility of the *Consultant* to keep records for temporary agency and sub-consultant staff. The Employer may audit the *Consultant's* referencing and vetting processes upon request.

5 Requirements of the programme

5.1 Programme

The following are absolute requirement for Completion to be certified:

- Population of the *Client's* latest version of the Project Cost Tool, or its successor
 - Transfer to the *Client* of BIM data
 - Completion of the relevant phase of the *Client's* carbon tool
 - Clause 11.2(2) work to be done by the Completion Date
-
- The programme complies with the requirement of Clause 31 and also includes alignment and submission of the BEP and Master Information Delivery Plan (MIDP).
 - The *Consultant* shall provide a detailed project plan in Microsoft project format meeting all requirements of Cl.31 of the *conditions of contract*. A baseline plan shall be provided for the project start up meeting and this will be updated monthly for progress meetings with actual and forecast progress against the baseline.
 - The programme shall cover all the activities to be undertaken by the *Consultant* and other members of the project team. Include all major project milestones from commencement to the end of the design stage and readiness to start on site.
 - Include appropriate review and consultation periods for drafts, scoping reports, statutory consultation etc.
 - Include internal project team/board decision gateways (as a minimum) for:
 - a) Gateway 2, to ensure the detailed design is sufficient to allow for works on site
 - b) Gateway 3, to ensure the costings are complete and the works can be constructed within the allowed time and budget
-
- These gateways are critical in managing project expenditure, programme and scope creep and shall be well considered and managed to ensure project remains on time and cost.
 - The following consultation periods should be incorporated into the programme, with adequate allowance for review and revision of documents by the project team where appropriate:
 - a) *Consultant* internal review (as per your quality review procedures) and *Client* review of all outputs before circulation to the wider project team to ensure high quality of all output.
 - b) Sufficient allowance for internal and external consultation. Statutory consultation periods at scoping & draft stages. Note local authority approvals through cabinet prior to public consultation can take a long time.
 - c) Local Authority time for planning approval
 - d) Time for pricing up of the works by a *Client*
 - e) Submission for approval and time allowance for the *Client's* approval process.

6 Services and other things provided by the *Client*

6.1 Data and information management and intellectual property rights

- All of the data listed as being supplied to the *Consultant* as part of this study remains the IP of the *Client*.

6.2 Data custodianship

- The data custodian for project deliverables from this commission will be the area Asset Performance team.

6.3 Licensing information

- Licences for LiDAR Data, Ordnance Survey Mapping, Model, survey, hydrometric and historical data will be provided to the *Consultant* upon award of this commission, if required.

6.4 Data management and metadata

- The *Client* populates a metadata database called the information asset register (IAR). It is a requirement that all information produced is appropriately tagged with metadata. The *Client* will supply an IAR spreadsheet (and any supplementary local metadata requirements if appropriate) where all relevant metadata can be recorded and handed over on project completion.

6.5 Data security

- All model and survey information will be provided to the *Consultant* in an encrypted format (using WinZip 128 bit encryption) according to *Client* data security policy. It is expected that once the commission is completed, all the original data sent to the *Consultant*, which is classed as commercially sensitive, is returned in an encrypted format using WinZip 128 bit encryption.
- Project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data must also be returned in an encrypted format using WinZip 128 bit encryption.
- Further details regarding security measures will be discussed at the start-up meeting for this commission

6.6 Timesheets

Timesheets as normally utilised by the *Consultants* shall be submitted with fee notes unless otherwise agreed with the *Client* Project Manager. Electronic submissions would be acceptable.

6.7 Payment procedure

Payment is subject to the procedure agreed in or under the CDF framework.

6.8 Quality

The quality management system complies with the requirements of ISO9001 and ISO14001.

6.9 Parent company guarantee

N/A

Appendices

Appendix 1 BIM Protocol – Production and Delivery Table

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

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