Flood & Coastal Erosion Risk Management Consultancy Services - Framework Agreement, Southern England

Overview Brochure

Last updated: July 2018
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1 Introduction

On behalf of the Eastern Solent Coastal Partnership (ESCP) Portsmouth City Council, "the Authority", has established a multi-consultancy framework that will provide support to a number of public bodies across the south coast of England regarding Flood and Coastal Erosion Risk Management (FCERM) related projects and schemes.

The ESCP is a shared service team between Portsmouth City Council, Havant Borough Council, Gosport and Fareham Borough Council.

In addition to the ESCP members, the additional 18 Local Authorities and Harbour Authorities from across the South of England as listed below have been expressly named in the OJEU notice.

By being named on the OJEU notice these authorities are eligible to compliantly access the framework, subject to entering into a Participation Agreement with Portsmouth City Council to become a Participating Authority. Please see the Framework Access section of this document for further information on how to become a Participating Authority.

- Chichester District Council, - Participating Authority
- Eastleigh Borough Council, - Participating Authority
- Southampton City Council, - Participating Authority
- New Forest District Council, - Participating Authority
- Christchurch Borough Council, - Participating Authority
- Purbeck District Council,
- Adur District Council,
- Worthing Borough Council,
- Dorset County Council, - Participating Authority
- Isle of Wight Council, - Participating Authority
- Borough of Poole, - Participating Authority
- West Dorset District Council, - Participating Authority
- Weymouth and Portland Borough Council, - Participating Authority
- North Dorset District Council,
- East Dorset District Council - Participating Authority
- Arun District Council
- Chichester Harbour Conservancy
- Langstone Harbour Board

* Participating Authorities as of July 2018 indicated above.
2 Framework term and value

The Framework was awarded in May 2016 and will run for an initial term of 4 years. The term may be extended by a further 4 years to a maximum total term of 8 years in increments to be agreed.

The value of total work that may be let under the agreement over the maximum 8 year term has been estimated to range between £6.5M and £40M with no upper limit per call-off, as long as the total value is not exceeded. The lower value is based upon the forward programme of work anticipated for Portsmouth City Council only, whilst the higher takes account of potential work from the other 21 named authorities.

3 Key benefits

The key benefits of using the framework are:

- Time savings
- Reduced cost of bidding for both parties
- Consistency of approach, which is proportionate to the services which are being called-off
- Consistency of advice from a list of fully competent multidisciplinary consultancies
- Opportunity for continuous improvement through framework management approach and feedback from framework consultancies and clients

4 Scope of Framework

The framework delivers services related to any aspects of FCERM related projects and as such the following services are included with its scope;

4.1 Core services:

- Coast protection and flood defence studies, investigations and advice,
- Coast protection and flood defence scheme design,
- Flood and Coastal Erosion Strategies
- Coastal processes / Beach management planning
- Shoreline Management Plans,
- Numerical modelling
- Economic appraisals
- Preparation of Project Appraisal Reports
- Study and design of slope/cliff stability and land/cliff stabilisation works,
- Geomorphological mapping,
- Geotechnical scheme design,
- Geotechnical interpretation,
- Hydrology/hydraulic studies,
- Study and design of flood mitigation measures,
- Land drainage investigations,
- Study and design of land drainage works,
- Surface water management plans,
- Environmental Impact Assessments,
- Strategic Environmental Assessments,
- Environmental services,
- Contaminated land investigations,
- Ecological services,
- Heritage surveys,
- Water Framework Directive assessments,
- Habitat regulations assessment and appropriate assessments where required,
- Construction Design Management Regulations Principle Designer duties,
- Risk Assessment and Appraisal,
- General civil engineering scheme design,
- Other associated general civil engineering services,
- Maritime structures, calculations and design,
- Ground/site investigations,
- Communications / Stakeholder engagement.

### 4.2 Other services:

- Contract supervision and project management,
- Contract document preparation,
- Stakeholder engagement and consultation,
- Drainage engineering,
- Asset Management,
- Non-destructive testing,
- Destructive testing,
- Quantity surveying / cost management,
- Flood risk management,
- Flood risk assessments,
- Flood response plans,
- Landscape design.

5 Framework Consultancies

<table>
<thead>
<tr>
<th>Ranked position on Framework</th>
<th>Consultancies</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Royal Haskoning DHV UK Ltd</td>
</tr>
<tr>
<td>2</td>
<td>Black &amp; Veatch Ltd</td>
</tr>
<tr>
<td>3</td>
<td>AECOM Infrastructure &amp; Environment UK Ltd</td>
</tr>
<tr>
<td>4</td>
<td>CH2M Hill UK</td>
</tr>
<tr>
<td>5</td>
<td>Mott MacDonald Ltd</td>
</tr>
<tr>
<td>6</td>
<td>Jeremy Benn Associates Ltd</td>
</tr>
<tr>
<td>7</td>
<td>Ove Arup &amp; Partners Ltd</td>
</tr>
</tbody>
</table>

Participating Authorities will be able to access full and up to date contact details for the above consultancies and CVs.

6 Framework Access (Participating Authorities)

Within the OJEU Contract Notice a number of public bodies were listed as being eligible to make use of the Framework Agreement. In order to gain access these public bodies must first enter into a Participation Agreement on the terms required by the Portsmouth City Council to become a Participating Authority.

6.1 Agreement request and fee table

The agreement is available upon request from marc.bryan@havant.gov.uk and sets out the terms upon which eligible public bodies may use the Framework and includes a signatory page that needs to be returned.

A one-off fee for becoming a Participating Authority is applicable, as shown in the table below. A lower fee is available for early subscribers as there will be a reduced administration cost to the ESCP processing multiple agreements at once, which is anticipated at the start of the framework.

![Image]
Once paid Participating Authorities will be able to access the Framework for its entire remaining duration with no limit on the number of call-offs that can be made, subject to the call-offs being within the terms of the contract and limits of the OJEU notice.

6.2 On-going support

Advice on framework use and process will be provided by the ESCP to authorities / officers planning on using the framework with guidance documentation provided upon sign-up.

Additional, bespoke support for project procurement, contract preparation/management, technical advice, project management and use of the framework is also available from the ESCP but would be arranged independently, with support provided at an agreed hourly rate or agreed fee, dependent on staff/support required. Please contact marc.bryan@havant.gov.uk to discuss any requirements in more detail.

7 Contractual Arrangements

The framework is under the terms of the NEC3 Framework Agreement and call-off contracts can be let under either NEC3 Professional Services Contract or NEC3 Professional Services Short Contract.

Framework Agreement Contract Data (Part 1) can be found within the tender documents appendix and full Contract Data (including Part 2) can be made available to Participating Authorities upon request.

The NEC3 PSC Standard Call-Off Contract Data (Annex B to the Framework Agreement) provides the standard contract data for all call-offs, including secondary options, and is the foundation of the Framework rates tendered.

However, the Participating Authority calling-off may amend the clauses applicable to call-off contracts and use any NEC3 payment option and secondary clause listed under NEC. Deviations from the Standard Call-Off Contract Data must be clearly stated in call-off documents used and the Consultant may amend the rates in line with these contract amends under an open book methodology where there is a clear change in risk allocation or process from the standard terms.

Please see the Framework Operation section of this document for further information on the call-off process.
8 Framework Operation

This section follows the guidance set out with Annex A of the tender documents.

Although Portsmouth City Council will remain responsible for the overall procurement of the framework and the ESCP for its general operation, Participating Authorities will be able to call-off at any time during its contract term. The call-off contract will be a direct contract arrangement between the Participating Authority calling off the work and the successful supplier.

8.1 Selection and Call-Off Procedures

Due to the wide scope, longevity and number of consultancies on the framework there are three commissioning routes for calling-off contracts, an overview of which is provided below;

1. Direct award - Option 1

   This will be used mainly for low-value, standardised work (approx. <£50K) when best value can be clearly demonstrated without further competition. Occasionally when time is of the essence higher value ad hoc work may be commissioned using this method.

   When direct awarding Work Packages the client should consider returns made during the framework tender, including framework rates and CVs and any amends to framework returns, capabilities demonstrated and performance of consultancies before award.

2. Mini-competition - Option 2

   For projects where the best value consultancy cannot be identified via the information and rates provided within the framework tender submissions, or in general for larger (approx. >£50K) higher complexity projects, a mini competition will be run. It is expected that the mini-competition call off methods will be the mechanisms used most frequently.

   Under Option 2, mini-competition bids will be invited from all 7 consultancies appointed onto the framework. The Participating Authority undertaking the mini-competition will wherever possible notify the consultancies 1-2 weeks prior to the release of the mini-competition documentation.
3. **Mini-competition with use of sifting brief - Option 3**

Under this option a sifting brief will be issued to all 7 consultancies setting out a summary level specification of requirements, procurement & contract delivery timescales, NEC3 contract option, estimated contract value, etc.

Interested consultancies will be required to submit summary level capability and capacity information covering relevant experience, proposed team, resource plan, etc. within 1-2 weeks. Responses will then be assessed and a minimum of 3 consultancies will then be issued with the full mini-competition pack and invited to submit bids.

Option 3 will most likely be used where the cost of bidding for both parties is relatively high or for where the services required are specialist and may not have been adequately tested at the set-up of the framework agreement.

8.2 **Management of Limitation of Liability**

Limitation of liability has become a contentious issue surrounding consultancy contracts that needs to be considered for each call-off contract and the risk associated to it.

Within the NEC3 PSC Standard Call-Off Contract Data provided as Annex B of the overall Framework Agreement (and tender documents appended to this document), the standard position is:

"The Consultant’s total liability to the Employer and all other parties under this contract and any related document in the aggregate for all claims under or in connection with the provision of the services, whether in contract or in tort, in negligence, for breach of statutory duty or otherwise is limited to the lesser of (1) sum equivalent to ten (10) times the fees payable under this contract or (2) £10,000,000. The Consultant shall have no liability to the Employer in respect of any claim for loss or damage arising from acts of war or terrorism. Nothing in this clause shall operate to exclude or limit the Consultant's liability for death or personal injury."

Amends to this standard may impact on the Framework Rates, please see below.
8.3 Framework Rates

Framework rates will be made available to Participating Authorities upon sign-up and will be kept updated and distributed accordingly by the ESCP.

The Framework Rates will be applied directly for direct call-offs, as under Option 1, and must be met or bettered in the event of mini-competitions as per Options 2 and 3.

The Framework rates are based on the information included within Contract Data Part 1, which was provided as part of the tender and included in the awarded Framework contracts. If elements of Contract Data Part 1 are amended by the Participating Authority when calling-off, consultancies may revise their rates accordingly, which may increase above standard Framework rates if, for example, additional liability or risk is placed upon the consultancy. In such instances, consultancies must fully justify any consequential rate changes and the ESCP must be informed.

Although no automatic increases or inflation will apply during the term of the Framework Agreement and rates will not be linked to industry standard indices, the Authority and the ESCP may accept increases requested on each annual anniversary of the framework in the spirit of mutual fairness of the NEC3 contract. Requests must be justified and supported with evidence as to the actual need for the increase and would only impact on future call-offs, not contracts already in existence.

8.4 Key Performance Indicators

KPIs will be set against each call-off contract to monitor performance.

These will be varied depending upon the value and complexity of the task in question but will utilise the following headings:

- Delivery to programme
- Delivery to agreed price
- Quality of work deliverables & outputs
- Continuity of personnel assigned
- Identification of issues and proposing solutions
- Accuracy & timeliness of invoices and other business documentation
- Ease of communication
9 Framework Procurement Summary

9.1 Overview
Due to the wide range of scope on the framework and the potential eight year duration it was decided a multi-consultancy framework compromising of seven (7no.) consultancies able to provide lead consultancy multi-disciplinary services would be most suitable.

An Open Tender process was followed and the evaluation of responses was split into two stages;

1. A check on whether the Consultancy has satisfied minimum requirements.

2. Evaluation of responses to the quality assessment questions and prices; including the score from a concurrently let call-off contract for a real project at North Portsea Island Detailed Design.

9.2 Minimum requirements
Minimum requirements were set out within the Consultancy Status Questionnaire and ensured all tenderers, if successful, were able to enter into contract. This included the headings below;

- Consultancy Information
- Grounds of Mandatory Exclusion
- Grounds for Discretionary Exclusion
- Economic and Financial Standing
- Technical and Professional Ability
- Additional Minimum Requirements
- Declaration

Of particular importance to this framework, technical and professional ability was crucial. All Consultancies on the framework were required to demonstrate a proven track record of providing multidisciplinary consultancy support for FCERM projects, which was tested through the tender process in two distinct parts;

1. Expertise / knowledge in core framework services
   a) Consultancies had to demonstrate that they, or through established supply chains, had demonstrable experience within the last 5 years in the core services highlighted in this document. These claims had to be supported with referenced case studies.

   b)
2. Large scale project experience
   a) Consultancies needed to evidence an annual turnover of at least £5m per annum.
   b) Consultancies needed to provide evidence of two large scale flood and coastal related contracts they have successfully delivered as the lead consultant in the past 5 years each with a total lifetime value of no less than £500,000 (excluding construction, i.e. professional services value only).

9.3 Evaluation of returns

Questions and pricing for both North Portsea Island (NPI) Detailed Design and more specific Framework Elements were scored independently of one another.

The highest score for NPI Detailed Design was awarded that contract, subject to satisfactorily answering all Framework Element questions, and also fed into the framework scoring in accordance with the weightings below. This combined score ranked Consultancies and the 7 highest were appointed a place on the framework.

<table>
<thead>
<tr>
<th>Tender Evaluation Breakdown</th>
<th></th>
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<tbody>
<tr>
<td>1 North Portsea Island Detailed Design</td>
<td>30%</td>
</tr>
<tr>
<td>2 Framework Elements</td>
<td>70%</td>
</tr>
</tbody>
</table>

The reason why NPI Detailed Design was incorporated into the framework evaluation was to reduce the cost of bidding, allow for time savings, enable effective bid formulation and assessment through the use of a detailed real life specification and contractual terms.