



Framework: Collaborative Delivery Framework
Supplier: [Redacted]
Company Number: [Redacted]

Geographical Area: Midlands
Project Name: [Redacted]
Project Number: [Redacted]

Contract Type: Professional Service Contract
Option: [Redacted]

Contract Number: [Redacted]

Stage: [Redacted]

Revision		Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Nene Washes - Asbestos Piling

Project Number [REDACTED]

This contract is made
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 between the *Client* and the *Consultant* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 22 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
[REDACTED]

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.



Secondary Options

- X2: Changes in the law
- X7: Delay damages
- 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*

The *service* is Surveys, options appraisal and outline design for remediation of embankment and asbestos toe piling to SOC stage.

The *Client* is

Address for communications

Address for electronic communications

The *Service Manager* is
Address for communications

Address for electronic communications

The *Scope* is in
Nene Washes - Asbestos Piling PSC v3, dated 11.11.22

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' *key date*
'none set' '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
The *Client* provides access to the following persons, places and things
access *access date*
Notice of Entry as required 05.12.22
North embankment clear from vegetation 09.01.23
Client staff and information 14.11.22

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

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

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 forecast of the Prices is

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

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

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

6 Compensation events

These are additional compensation events

1. 'not used'
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		LOWING COMPLETION OF THE THE SERVICE OR TERMINATION
The <i>Consultant</i> use the skill and normally use professionals services similar service		s after Completion
Loss of or damage to property and bodily injury to a person (not of the <i>Consultant</i> from or in connection with the <i>Consultant</i> the Service		s after Completion
Death of or bodily injury to the employees of the <i>Consultant</i> and in the course of employment in connection with the contract		period required by law
The <i>Consultant</i> liability to the matters arising in connection with contract, other than the excluded matters is limited to		

Resolving and avoiding disputes

The <i>tribunal</i> 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 <i>Adjudicator nominating body</i> 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 result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

Z6 The Schedule of Cost Components

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

Z23 Linked contracts

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

Z24 Requirement for Invoice

Add the following sentence to the end of clause 51.1:

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

Delete existing clause 51.2 and replace with:

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 X7: Delay damages

X7 only Delay damages for Completion of the whole of the *service* are [redacted] per day

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

OPTION X18: Limitation of liability

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

The *Consultant's* liability to the *Client* for Defects that are not fo is limited to

The *end of liability* date is [redacted]
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

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

Address for communications

Address for electronic communications

The fee percentage is

The key persons

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

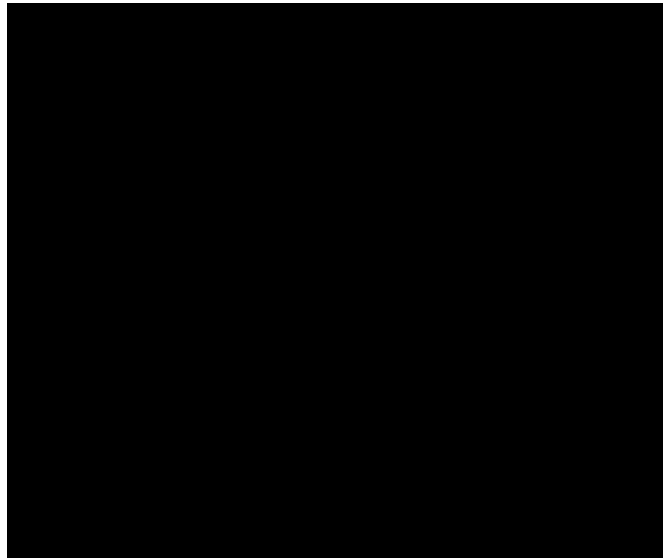
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

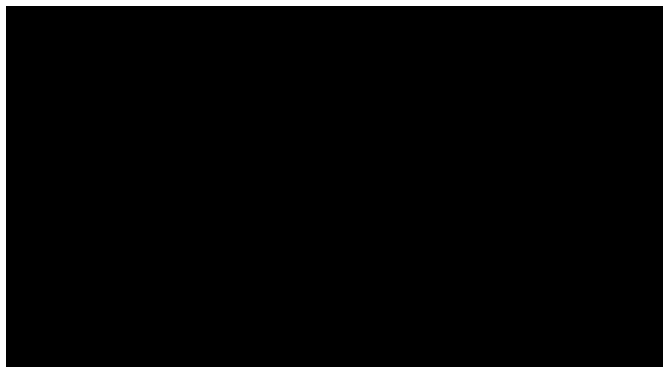
3 Time

The programme identified in the Contract Data is

Resolving and avoiding disputes

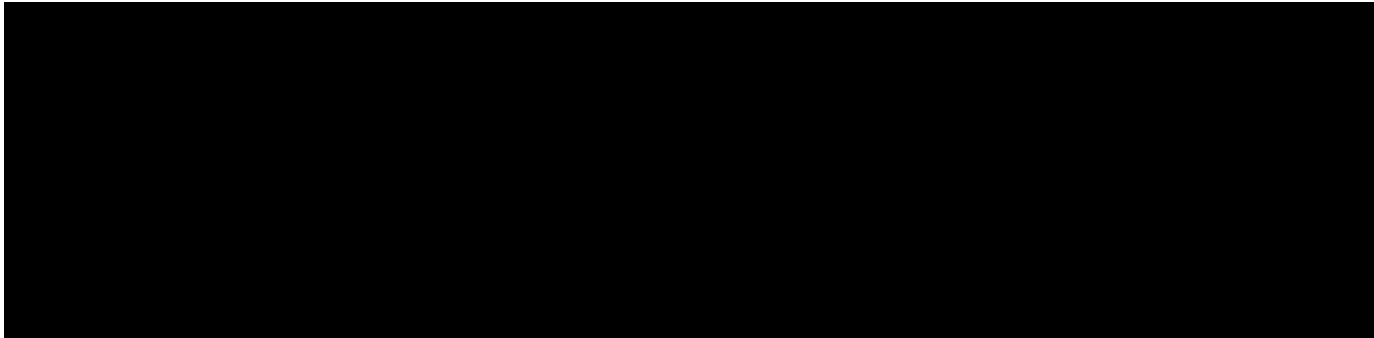


X10: Information Modelling

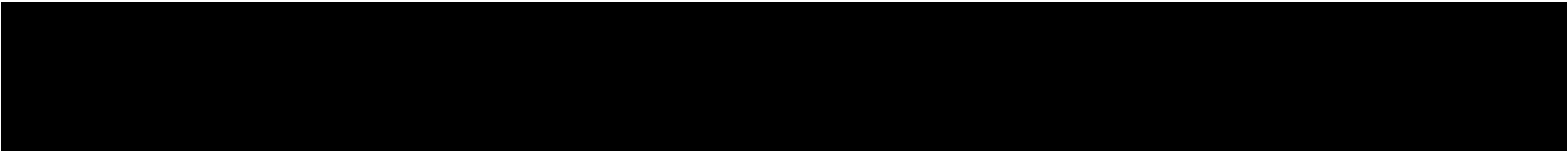
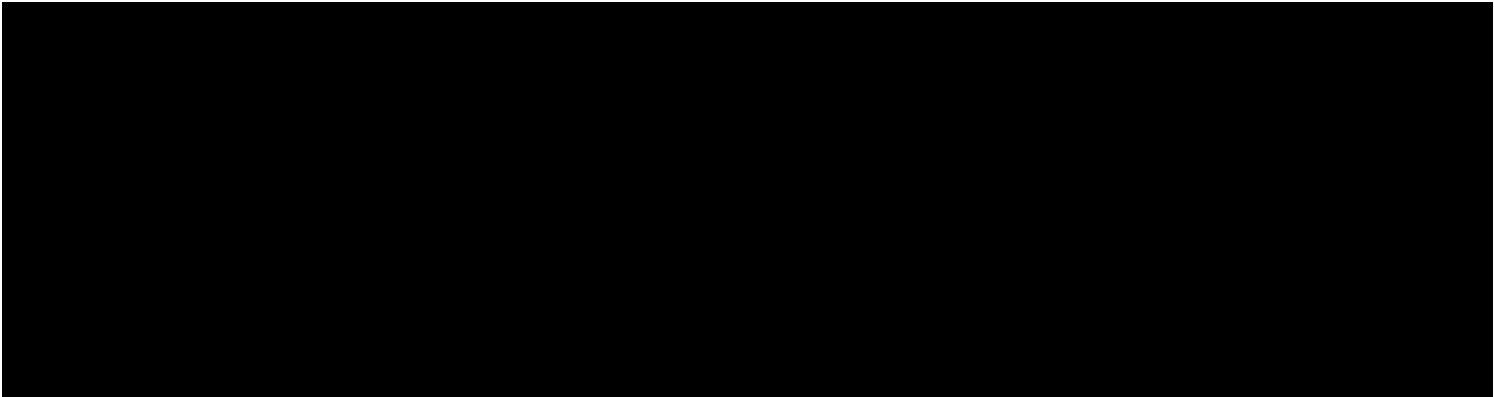


Contract Execution

Client execution



Consultant execution



[Redacted]

[Redacted]

[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

Revision history

Revision date	Summary of changes	Version number
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[Redacted]

[Redacted]

1 Overview

The Fluvial North and South Banks of the River Nene upstream of Dog-in-Doublet Sluice, consist of 5 [REDACTED] all of which are constructed as raised earth embankments with asbestos sheet piling toe protection (see Figure 2, 6.25km overall length). The cradge banks (South bank, right bank looking downstream) are able to be overtopped as there is a secondary flood defence embankment set back from this defence. The cradge banks are below required condition for two reasons: cracking and subsidence in the crest of the raised earth embankment and the failing channel side, toe protection of asbestos piling. The North banks are below required condition for two reasons: the misshaped and low spots in the raised earth reservoir embankment and the failing channel side, toe protection of asbestos piling. The scope of these works is to address the failing channel side, toe protection of asbestos piling on both banks.

This Professional Services Contract (PSC) scope will enable the *Client* to decide on the preferred option for remediation of the assets to target condition based on appropriate and affordable design solution(s). The preferred design solution will enable the Design and Build Contract to start and develop the detailed design, followed by construction of the preferred option(s).

1.1 Background

[REDACTED] requires a detailed asset condition assessment to be undertaken, and a small number of options for remediation of the assets to target condition to be provided by the *Consultant*.

In the past, failed sections of the assets have been repaired with soft engineering solutions that have not worked, therefore a robust design / solution is required along the entire length of failed piling.


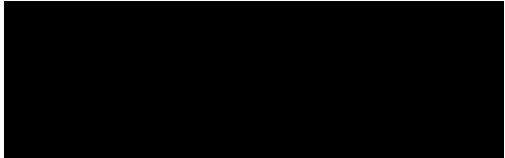
Previous attempts to provide fish refuges have also been unsuccessful due to a lack of robust solutions, which did not withstand high flows, and therefore the *Client* requires the options developed as part of this Scope to include fish refuge also.

1.2 Objectives

The objective of this commission is to undertake a condition survey of the assets and prepare outline designs for solutions which remove the reliance upon the failing asbestos piling for the structural integrity of the asset and provide a replacement toe protections solution.

The solutions do not necessarily require removal of the failing piles but should deal with the health and safety risk posed by the asbestos to the *Client's* workforce and the public, as well as providing a structurally sound embankment toe. The solutions may have a range of design life, but they should all have a minimum of 20 years.

The outline designs must be presented by the end of the 2022/23 financial year, to enable detailed design and construction following on from this. There are planned placement of dredging's, expected to commence in July 2023, along the right cradge bank of the River Nene [the stretch of river between Dog-in-a-Doublet Sluice and Millennium Bridge], and the options must account for this future alteration to the cradge bank profile and loading.



The assets are required to withstand flood flows greater than 100 cumecs, and the watercourse is navigable with an unrestricted speed limit (so associated potential for erosion must be considered in the design options). An objective of this commission is therefore to provide a robust and long-lasting solution to the current problems, as well as introduce robust fish refuge areas, which can withstand the conditions in channel.

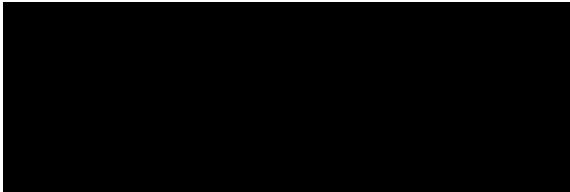

1.3 Services Required

The outline *services* required in this Scope are for the *Consultant* to:

1. Carry out a joint site visit with the *Client*
2. Review existing data to establish whether all information provided by the *Client* to date is sufficient with regard to the asset at the current time (e.g. condition and extent of asbestos sheeting). Subsequently establish what further details are required (i.e. identify gaps in information needed to carry out the optioneering exercise), and agree these requirements with the *Service Manager*. Items assumed to be required are listed below.
 - 2.1. Undertake hydraulic modelling high level review.
 - 2.2. Request C2 searches from utility companies.
 - 2.3. Scope and undertake topographic survey.
 - 2.4. Scope and undertake Bathymetric survey.
 - 2.5. Scope to undertake ground investigation.
 - 2.6. Condition assessment of the embankment toe (i.e., sheet piling) and immediately adjacent channel side within the extents indicated in Figure 2, following removal of obstructing vegetation where it is possible by the *Client*. Seasonal /ecological constraints may limit vegetation removal.
 - 2.7. Present assessment of findings and recommendations in a report
3. Agree performance criteria and design life of the assets
4. Adhere to the findings of the written management plan for the ACM (Asbestos containing materials). The written management plan will be provided by the *Client* by 21st November 2022.
5. Prepare a minimum of 2 outline designs (sketches exploring variations of hard and soft engineering solutions, similar to that provided in the Timberland Delph Technical Note, Appendix 3) to meet the *Client's* stated objectives, which include remediation of the toe erosion, allowing provision for future raising of the "Cradge" bank
6. Prepare maintenance requirements of the options proposed, as well as a programme and unit cost (per m length of embankment) estimates for the detailed design and construction of each of them
7. Prepare an outline design for a weed boat launching ramp (Figure 3)
8. Prepare a proposal for robust fish refuges
9. Assist the *Client* in selecting the preferred option
10. Assist the *Client's* Cost and Carbon Team with queries when they price the preferred option.

1.4 Outline Deliverables


The *Consultant* shall produce and deliver the products below.

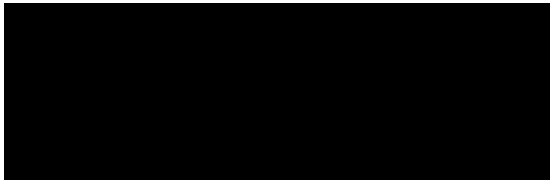
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- 
1. Options report, containing outline designs for a minimum of 2 options, including sketches/ outline design drawings and explanatory notes detailing the advantages and disadvantages of each option in relation to the *Client's* objectives.
 2. A cost estimate (unit rate per m), construction programme and maintenance regime for each option, to compare with the *Client's* Cost and Carbon Team estimate.
 3. A Buildability Statement, including a recommendation for the approach to take regarding the existing asbestos piling
 4. A Carbon Calculator for the preferred option.
 5. Outline design for a weed boat launching ramp
 6. Proposed outline designs of fish refuses

These deliverables are required for Completion to be certified.

1.5 Consultant project management

In the management of the commission by the *Consultant*, they shall include the following:

1. Adhering to the project outcome specification above, stages, milestones, budget constraints and timing of these stages.
2. Agreement and management of change
3. Attend relevant meetings with the *Client* and other stakeholders, as necessary.
4. A consideration of whether CEEQUAL applies to this project, in discussion with *Client*.
5. The *Consultant's* project manager will be responsible for delivery of the *services* and products in line with the accepted programme.
6. Ensure that project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data is returned to the *Client* in an encrypted format using WinZip 128 bit encryption
7. The *Consultant* shall adhere to the  Employers Information Requirements (EIR) framework level minimum technical requirements



2 Previous and ongoing studies

The table below contains details of the most relevant previous studies (as appended), and a complete list of individual reports is available from the *Client*.

A large solid black rectangular box covering the entire table area, indicating that the content has been redacted.



3 Assets assessment

An initial site walkover has been completed by the *Consultant* and *Client* as part of the scoping stage of the project. The information gathered shall be used by the *Consultant* as part of this subsequent stage of the project (this contract), along with the findings of the subsequent joint site visit, in order to inform the requirements of the asset assessment.

3.1 Site investigation

3.1.1 Topographic survey

Topographic survey requirements to be identified as part of the initial exercise to confirm objectives and scope (see Objectives and Services to be Delivered) and agreed with the *Service Manager*.

3.1.2 Ground investigation survey

Ground investigation requirements to be identified as part of the initial exercise to confirm objectives and scope (see Objectives and Services to be Delivered) and agreed with the *Service Manager*.

3.1.3 Building inspection

n/a.

3.1.4 Structural investigations

Condition assessments of the condition of existing sheet piles, and cradge bank are to be undertaken as part of the initial exercise to confirm objectives and scope (see Objectives and Services to be Delivered) and agreed with *Service Manager*.

3.2 Hydrology and hydraulics


At high flows 100cums are conveyed down the River Nene past the failing assets and Dog-in-the-Doublet Sluice. Any requirement for further hydrological surveys, etc. will be established during the initial exercise to confirm objectives and scope (see Objectives and Services to be Delivered) and agreed with the *Service Manager*.

3.3 Economic appraisal

n/a

3.4 Environmental assessment

3.4.1 Environmental considerations

 is located in the Whittelsey (Nene) Washes SSSI (Figure 4). Due to the Maintenance Management Agreement in place with Natural England the agreed working windows are: On the fluvial River Nene (upstream of Dog-in-the-Doublet)

Length of works: No more than 500m on each bank in any one year



Works window: 1 August - 30 November

3.42 Environmental assessment deliverables

The *Consultant* shall consult with the *Client*'s FBG team and propose environmental assessments of the terrestrial and aquatic ecology as required to assist with selection of the preferred option.

3.5 Option development

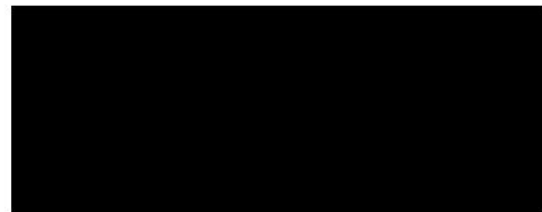
The *Consultant* will produce a concise Options Report, which recommends the preferred option for discussion with the *Client*.

3.6 Engagement and consultation

The *Client* will lead on engagement and consultation, with support from the *Consultant* (mainly a preferred option sketch).

3.7 Health and safety

All *services* will be subject to HSE CDM standards, including the *Client* SHEW Code of Practice. Consideration of buildability and 'designing out' of risks should be undertaken by the *Consultant* wherever possible during the delivery of the *service*.



4 Specifications of standards to be used

4.1 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.

4.2 Guidance documents

The *Consultant* should carry out their study using the following guidance.

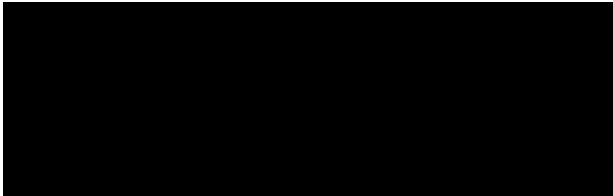
Ref	Report Name	Issue
SHEW CoP	Safety, Health, Environment and Wellbeing (SHEW) Code of Practice	May 2018



5 Constraints on how the *Consultant* Provides the Service:

The following constraints shall be accommodated by the *Consultant*:

- There is a limited budget available to return the assets to target condition, and the spend must be justifiable by the *Client*. This shall be considered and reflected in the options proposed by the *Consultant*.
- The channel experiences high flood flows and unrestricted navigational speeds. This shall be considered and reflected in the outline design options proposed by the *Consultant*, to ensure they are robust enough for that environment
- The *Client's* intention is to raise the assets in the near future with an additional 0.7-1m of material. The options proposed must allow for this future raising.



6 Requirements of the programme

6.1 Programme

Milestones and dates for project deliverables will be agreed between the *Consultant* and *Client* during programme development.



7 Services and other things provided by the *Client*

7.1 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*.

7.2 Data custodianship

The data custodian for project deliverables from this commission will be the *Client's* PSO team.

7.3 Licensing information

Any licences for data will be provided to the *Consultant* upon award of this commission.

7.4 Data management and metadata

The *Client* populates a metadata database called the information asset register (IAR). It is a requirement that all information produced by modelling work 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.

7.5 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.

7.6 *Client's* Advisors

The *Client* has a number of advisory departments. Instructions will only be deemed enacted from them when they are confirmed by an Instruction from the *Client*. These departments include Area, NEAS, etc.

7.7 *Client* Documents the *Consultant* contributes to;

The *Client* maintains several project documents, the *Consultant* is required to contribute to these *Client* owned documents including but not limited to:

1. Project Risk Register
2. Project Efficiency Register



Appendix 1

Figure 1 – Location Map

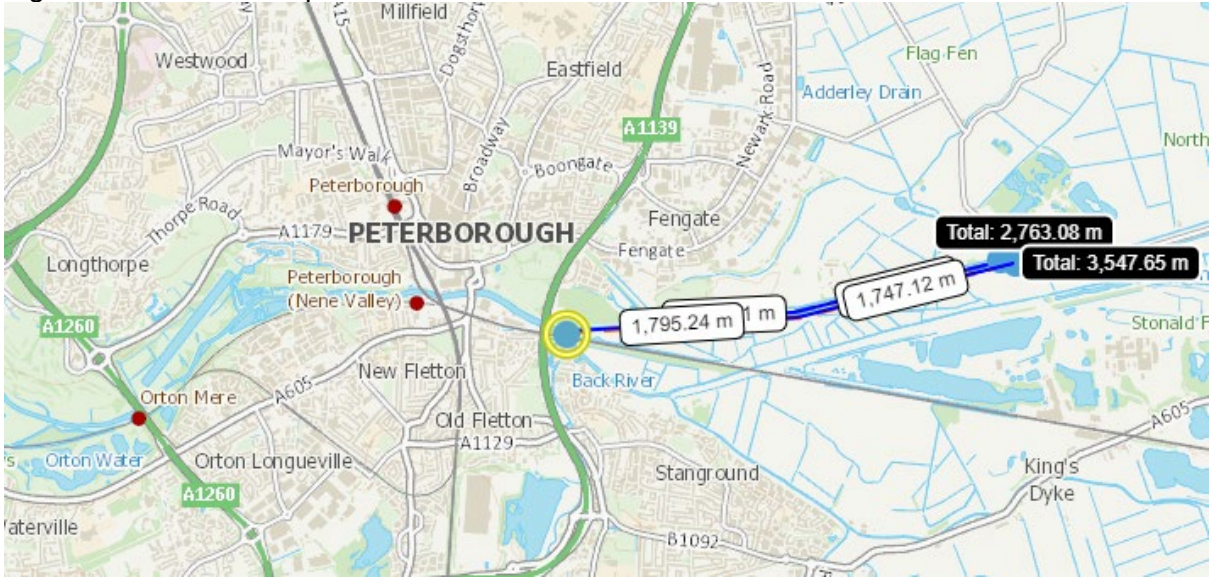


Figure 2- Location of assets (North Bank, Bedford Arms / Millennium Bridge to Fitzwilliam Bridge and Cradge Bank, Millennium Bridge to Back River / Stanground Backwater)

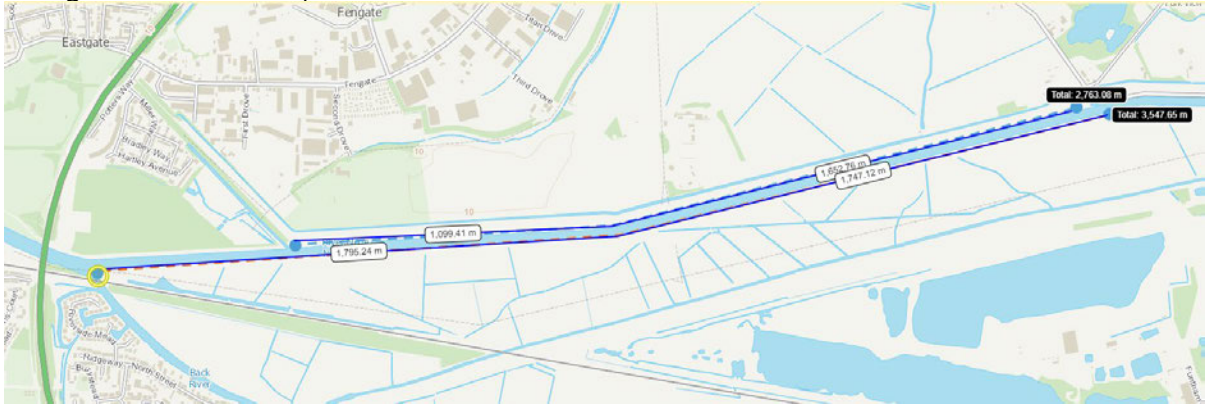


FIGURE 3 – Area for weed boat launching ramp

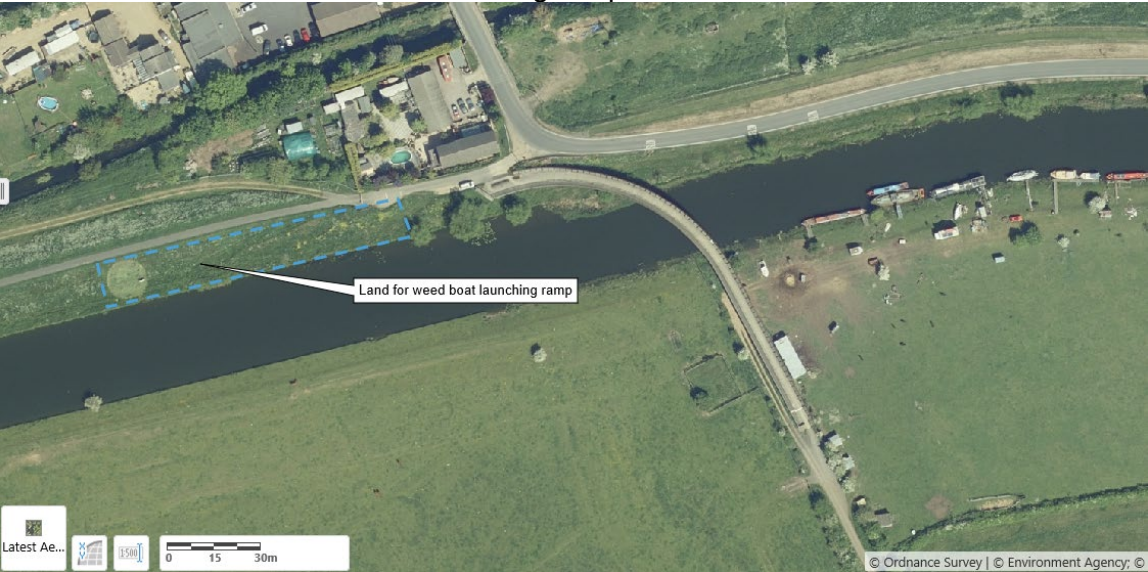


FIGURE 4 – Location of Whittlesey (Nene) Washes

