



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2019)

Contract Execution

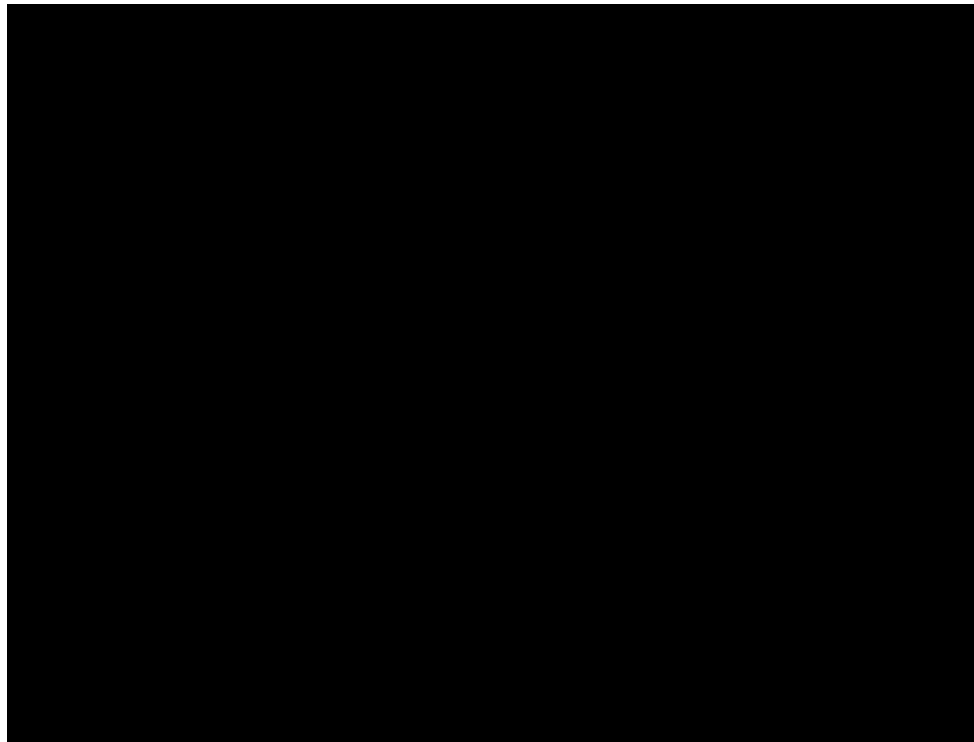
This agreement is made between the *Client*, the *Consultant* and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and Atkinsrealis UK Limited for the provision of two (2) Business Analysts/ Data Engineers with Asset Management Support (the *service*).

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

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

Executed under hand



Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT

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

1 General

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

Main Option Option for resolving and avoiding disputes

Secondary Options

The *service* is

The *Client* is

Name
Address for communications

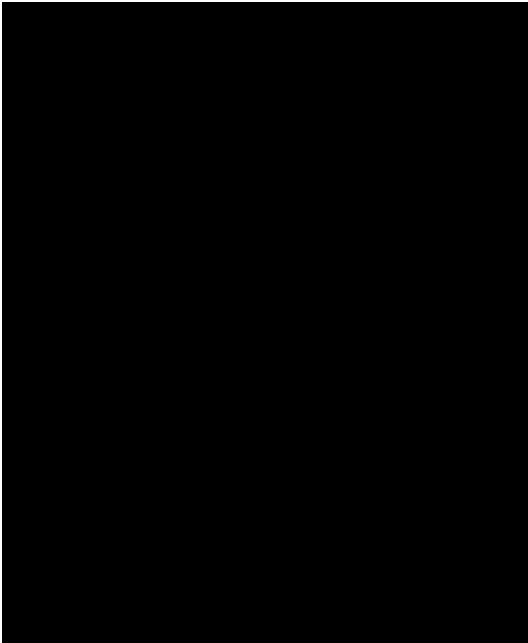
Address for electronic communications

The *Service Manager* is

Name
Address for communications

Address for electronic communications

The Scope is in



The <i>language of the contract</i> is	English		
The <i>law of the contract</i> is the law of	England and Wales, subject to the jurisdiction of the courts of England and Wales		
The <i>period for reply</i> is	2 weeks	except that	
• The <i>period for reply</i> for	n/a	is	n/a
• The <i>period for reply</i> for	n/a	is	n/a
The <i>period for retention</i> is 6 year(s) following Completion or earlier termination			
The following matters will be included in the Early Warning Register			
n/a			
Early warning meetings are to be held at intervals no longer than		2 weeks	

2 The Consultant's main responsibilities

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

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

	<i>condition to be met</i>	<i>key date</i>
(1)	n/a	n/a
(2)	n/a	n/a
(3)	n/a	n/a

If Option A is used

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

4 weeks

If Option C or E is used

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

4 weeks

3 Time

The *starting date* is

19 April 2024

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

access	access date
(1) n/a	n/a
(2) n/a	n/a
(3) n/a	n/a

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

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

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

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

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

4 Quality management

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

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

5 Payment

The *currency of the contract* is the

The *assessment interval* is

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

item	amount
n/a	n/a
n/a	n/a

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

rate of the

bank

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

The period within which payments are made is

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

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

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>
less than n/a %	n/a %
from n/a % to n/a %	n/a %
from n/a % to n/a %	n/a %
greater than n/a %	n/a %

If Option C or E is used

The *exchange rates* are those published in

on (date)

6 Compensation events

If there are additional

These are additional compensation events

8 Liabilities and insurance

If there are additional
Client's liabilities

These are additional *Client's liabilities*

- (1)
- (2)
- (3)

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

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£1 million in respect of each claim, without limit to the number of claims	6 years following Completion of the whole works or earlier termination
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	Whichever is greater of £5 million or the amount required by law in respect of each event, without limit to the number of events	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Whichever is greater of £5 million or the amount required by law in respect of each event, without limit to the number of events	For the period required by law

The *Consultant* provides these additional insurances

(1) Insurance against

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

The *Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters is limited to

£1 million

Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

If the *tribunal* is arbitration

The *arbitration procedure* is

'to be confirmed'

The place where arbitration
is to be held is

'to be confirmed'

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

The *Senior Representatives* of the *Client* are

Name (1)

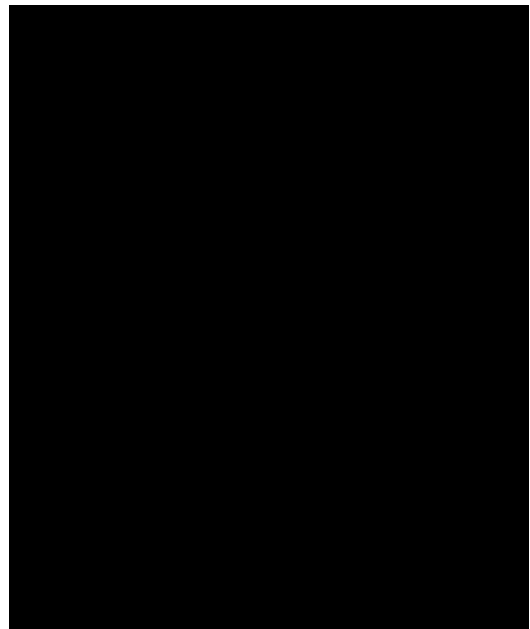
Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications



The *Adjudicator* is

Name

'to be confirmed'

Address for communications

'to be confirmed'

Address for electronic communications

'to be confirmed'

The *Adjudicator nominating body* is

Institution of Civil Engineers

X2: Changes in the law

If Option X2 is used	The <i>law of the project</i> is	The law of England and Wales, subject to the jurisdiction of the courts of England and Wales
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X10: Information modelling

If Option X10 is used

If no <i>information execution plan</i> is identified in part two of the Contract Data	The period after the Contract Date within which the <i>Consultant</i> is to submit a first Information Execution Plan for acceptance is	2 weeks
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X11: Termination by the Client

X18: Limitation of liability

If Option X18 is used	The <i>Consultant's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	£5 million
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The <i>Consultant's</i> liability to the <i>Client</i> for Defects that are not found until after the <i>defects date</i> is limited to	£5 million
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The <i>end of liability date</i> is	6	years after the Completion of the whole of the service
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Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

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

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

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

Z1 Disputes:

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

Z2 Prevention

The text of clause 18 Prevention is deleted.

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

The service is affected by any of the following events

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

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

Z5 Secondments

When appointing Consultants on a secondment basis only:

Add clause 19

19.1 The *Client* will from starting date to Completion Date indemnify the *Consultant* against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable opinion of the *Client*, arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the Consultant;

or

19.1.2 The *Consultant* has acted contrary to the *Service Manager's* reasonable instructions or wholly outside the scope of the *Consultant's* duties as defined by the *Service Manager*.

Z6 The Schedule of Cost Components

The rates and costs in this contract shall be compliant with CCS CPS framework (RM6165) (including Schedule 11 *Framework Prices*).

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

Z9 Conflict of Interest

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

Z12 Waiver

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

Z 130 Rate adjustment

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

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

Z 131 Change to the Schedule of Cost Components

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

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

People

1 The following components of the cost of people.

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

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

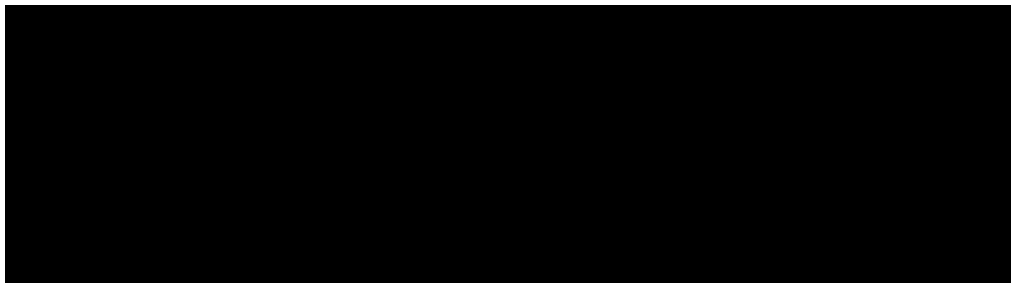
Name

Address for communications

Address for electronic communications

The *fee percentage* is

The *key persons* are

A large black rectangular redaction box covering the information for key persons.

The following matters will be included in the Early Warning Register

A large black rectangular redaction box covering the information for the Early Warning Register.

2 The *Consultant*’s main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

5 Payment

If the *Consultant* states expenses

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

item	amount
Travel if required	Up to £2000 (total)

If Option A or C is used

The *activity schedule* is

N/A

If Option E is used

The forecast of the prices is

£648,824.00

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

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

X10: Information modelling

If Option X10 is used

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

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

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

named suppliers are

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

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

location

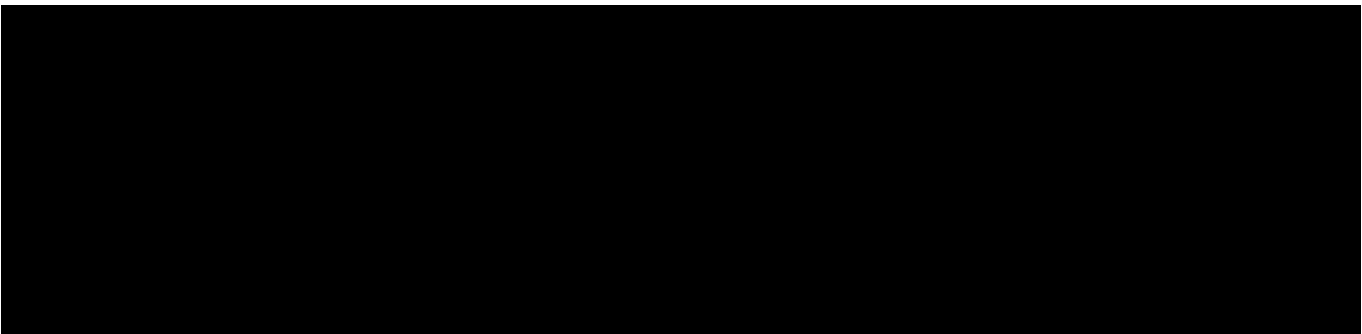
overhead percentage

%

%

%

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



PSC Scope template

17/01/2019

NEC4 professional services contract (PSC)

412_13_SD02

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	AIMS:OM CI Resource
Project SOP reference	10003611
Contract reference	
Date	01/03/2024
Version number	1
Author	

Revision history

Revision date	Summary of changes	Version number
	First issue	

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
LIT 13258	Minimum Technical Requirements	v12	30/12/2021

Details of the Scope

Details of the Scope are as follows.

1. Description of the *services*:

1.1. Objective

The Environment Agency (EA) entered a contract with AMX Solutions Ltd in October 2019 for the provision of an asset information management platform (AIMS OM) to support the inventory, inspection, maintenance, and allocation of approximately 500k assets that the EA owns, operates or requires a strategic overview. The platform was chosen, in part, due to its highly configurable nature, with the *Client* able to personalise the operation of the platform using internal resource. Roll out to the business began with Flood and Coastal Risk Management (FCRM) in 2021 and continues to other asset portfolios through a continuous improvement (CI) programme, which has allocation to March 2027.

The CI programme is essential to the ongoing support of AIMS OM and the overarching asset management strategy. If the CI programme slows or stops it means that our asset management system is left vulnerable and we would fail to deliver essential support to the internal EA team and critical Health, Safety & Wellbeing work.

The EA requires two (2) Senior Business Analysts to ensure the seamless continuation of the AIMS OM CI programme, focusing on enhancing asset management processes and developing EA resource competency levels. This programme will be delivered by March 2026.

1.2. Outcome Specification

The business requires access to these bespoke skills to deliver multiple projects across continuous Improvement to include the following: -

- Complete development of the AIMS OM bridges module.
- Develop the interface between The Future of National Telemetry (FONT) data and the AIMS OM platform.
- Integrate the One Business Condition Assessment Manual 2 (OBCAM2) project onto an updated mobile application.
- Review and upgrade AIMS:OM platform configuration.
- Integrate Natural Flood Management (NFM) and Biodiversity Net Gain (BNG) asset portfolios.

- Surge capacity to support the Asset Management Business Systems Team (AMBST) to resolve the backlog of numerous Business as usual (BAU) issues and opportunities.
- Provide training and support to EA staff to undertake this role internally by the end of the contract period.

The projects are either governed individually through The IT Project Approval Board (ITTAB) or packaged to demonstrate cost benefits.

2. Outcomes required

a) The *Consultant* shall provide two (2) Business Analysts / Data Engineers, reporting to [REDACTED] on a full-time basis, up to forty (40) hours per week, from 19th April 2024 until 18th April 2026.

b) The programme of works is monitored by the Project Executive (PE) against time cost and quality on a fortnightly basis. Any deviations are reviewed by the Project Executive and the *Client* to understand any impacts on the programme and receive feedback from the *Consultant* to understand any corrective actions required.

c) The Business Analysts will train and develop the skills and competencies required to ensure complete handover of these tasks to the EA by 18th April 2026.

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

a) The *Consultant* shall be fully available for the length of the contract The *Consultant* shall ensure that appropriate use is made of existing data, to avoid duplicating work already undertaken. In addition, any other existing sources known to the *Consultant* should be utilised.

b) The *Consultant* shall work regular working hours; between 9am and 5pm, Monday to Friday.

c) The *Consultant* shall provide their own IT hardware (e.g., mobile phone, laptop etc).

4. Exclusions

N/A

5. Specifications or standards to be used

N/A

6. Specific Project Requirements

N/A

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

- The *Client* will provide access to EA SharePoint and FastDraft.
- Office space when required (not including guaranteed car parking space) and office equipment and services necessary to undertake the role.

Appendix A Existing Information

Title	Format	Available from
Asset Information Management System (AIMS) Improvements	SharePoint Site	Asset Information Management System (AIMS) Improvements (sharepoint.com)
AIMS Operation & Maintenance Project Pages	SharePoint Site	AIMS Upgrade - Home (sharepoint.com)

