



Framework: Supplier: Company Number:

Geographical Area: Project Name: Project Number:

Contract Type: Option:

Contract Number:

Stage:

Client Support Framework

National AIMS AMP Project Cost and Carbon Unit Rates 34595

Professional Service Contract Option A

Study_or_Service_NOT_Design

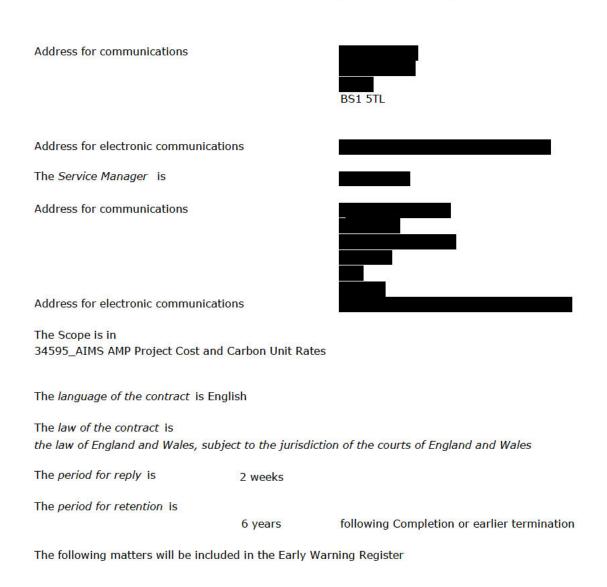
Revision	Sta	itus	Origi	nator	Revi	ewer	Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework CONTRACT DATA

Project Name	
Project Number	
	This contract is made on between the <i>Client</i> and the <i>Consultant</i>

Part One - Data provided by the Client

l	
Main Option	Option A W2
opuon	
	X2: Changes in the law
	X9: Transfer of rights
	X10: Information modelling
	X11: Termination by the <i>Client</i>
	X18: Limitation of liability
	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



Early warning meetings are to be held at intervals no longer than

2 weeks

2 The Consultant's main responsibilities

	The <i>key dates</i> and <i>conditions</i> to be me <i>condition</i> to be met 'none set' 'none set' 'none set' The <i>Consultant</i> prepares forecasts of t intervals no longer than		'none set' 'none set' 'none set'	<i>key date</i> 4 weeks
	-			
3 Time	The <i>starting date</i> is			25 January 2022
	The <i>Client</i> provides access to the follow access	wing persons, places and thi	ngs	access date
	The <i>Consultant</i> submits revised program intervals no longer than	imes at	4 weeks	
	The <i>completion date</i> for the whole of the	service is	05 August 20)22
	The period after the Contract Date withir submit a first programme for acceptance		4 weeks	
4 Quality manageme	nt			
	The period after the Contract Date withir submit a quality policy statement and qu		4 weeks	
	The period between Completion of the w <i>defects date</i> is	hole of the <i>service</i> and the	26 weeks	
5 Payment	The <i>currency of the contract</i> is the	£ sterling		
	The assessment interval is	Monthly		
	The <i>expenses</i> stated by the <i>Client</i> are as	s stated in Schedule 6.		

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

The *exchange rates* are those published in on

0

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 MINIMUM AMOUNT OF PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION

	The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5 million in respect of each claim, without limit to the number of claims	12 years	
	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	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	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	of £5m or the amount required by law in respect of each claim, without limit	For the period required by law	,
	The <i>Consultant's</i> total liabil matters arising under or in contract, other than the exc	connection with the		
Resolving and avoidin	g disputes			
	The <i>tribunal</i> is			litigation in the courts
	The Adjudicator is		'to be confirmed'	
	Address for communication	s	'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 replace with:

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add: (including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken). Add the following additional bullets after 'and the cost of ' :

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

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 Schedule of Cost Components are as detailed in the Framework Schedule 6.

Z7 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* under this contract or a previous contract 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.

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.

Z10 Change in Control

The *Consultant* shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a *Consultant* Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract with immediate effect by notice in writing and without compensation to the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the *Client* becomes aware of the Change of Control, but shall not be permitted to terminate where the Client's prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

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 dimunition of the obligations established by the Contract.

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 Defects that are not found until after the defects date is limited to

The end of liability date is Completion of the whole of the service

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

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

Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term

beneficiary

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

6 years

£1,000,000

£5,000,000

after the

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 and company number Address for communications Address for electronic communications The fee percentage is The key persons are Name (1) Job Responsibilities Qualifications Experience The key persons are Name (2) Job Responsibilities Qualifications Experience The key persons are Name (3) Job Responsibilities Qualifications Experience The key persons are Name (4) Job Responsibilities Qualifications Experience The key persons are Name (5) Job Responsibilities Qualifications Experience The key persons are Name (6) Job Responsibilities Qualifications Experience The key persons are

Name (7) Job Responsibilities Qualifications

Experienceover 25 years of experienceThe following matters will be included in the Early Warning Register

3 Time

5 Payment

Resolving and avoiding disputes

The programme identified in the Contract Data is

The *activity schedule* is Options A

The tendered total of the Prices is

The Senior Representatives of the Consultant are

Name (1) Address for communications







Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency

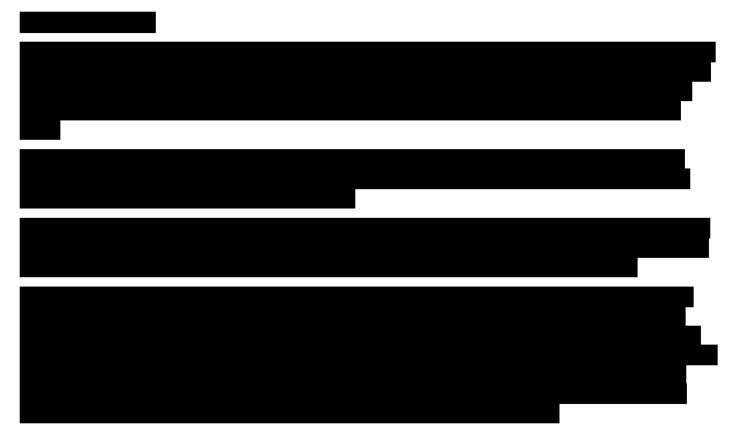
Consultant execution

Signed Underhand by [PRINT NAME] for and on behalf of

Environment Agency Asset Cost and Carbon Unit Rates and Calculations for Capital Interventions

The AIMS AMP Project

AIMS AMP is a continuous improvement project within the Creating Asset Management Capacity (CAMC) Programme. The project will deliver a framework consisting of a set of new, consistent processes to support long term investment planning based upon individual asset needs, along with the data improvements and IT required to support these new processes. This solution will support the long term investment planning and decision support for assets across Flood & Costal Risk Management (FCRM) and Environment & Business (E&B).

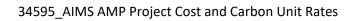


Background and Recommended Approach

In response to the climate emergency, the Environment Agency has the goal of becoming a net zero carbon emission organisation by 2030.



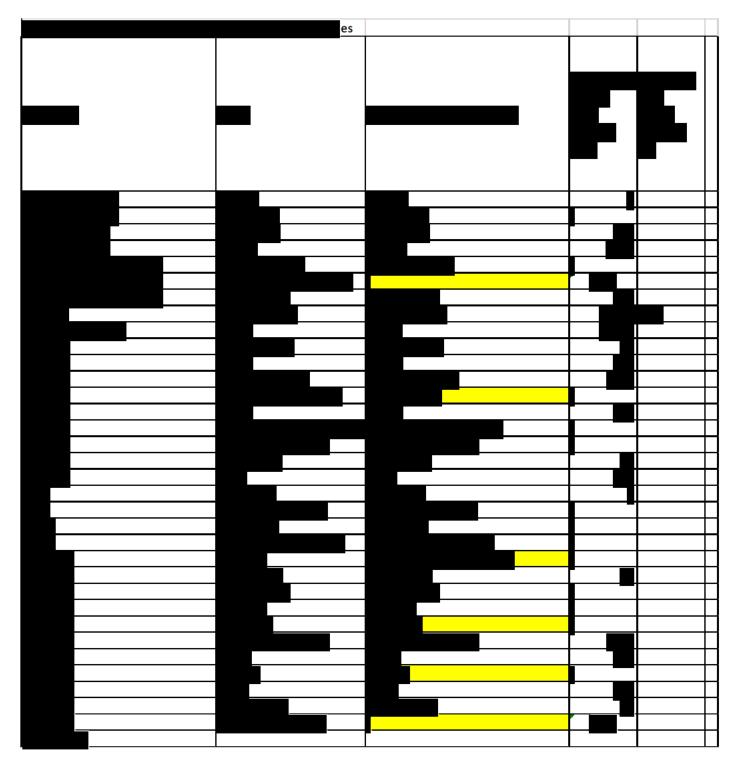
Current Status

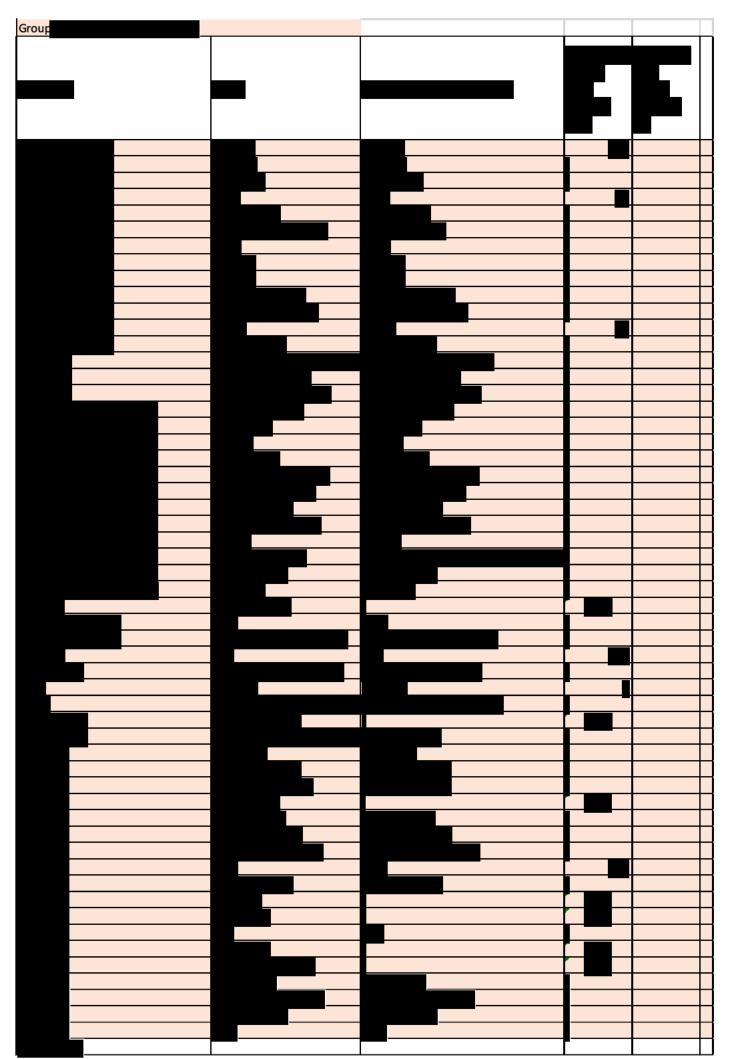


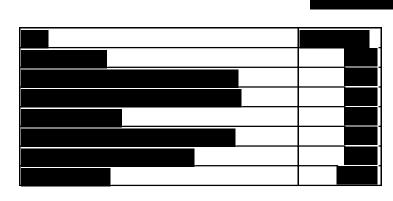


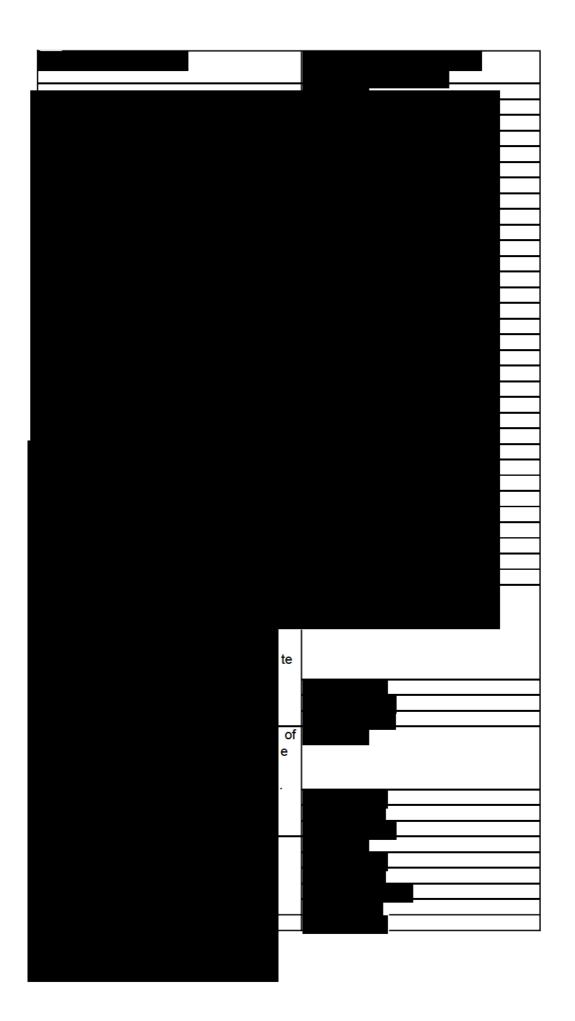












Total	

