

Professional Service Short Contract

Contract Data Forms

June 2017 (with amendments January 2019)

-nec⁴ Professional Service

Short Contract

The Coal Authority of 200 Lichfield Lane, Mansfield,

	Nottingnamsnire NG18 4RG
and	AECOM Ltd
for	Asset Management Benchmarking Project
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Scope

Notes about the contract are printed in boxes like this one. They are not part of the contract.

A contract between

The Client's Contract Data

Т	The Client is	
Name	The Coal Authority	
Address for communications	200 Lichfield Lane, Mansfield Nottinghamshire NG18 4RG	
Address for electronic communications		
The service is	Provide a gap analysis to determine the Coa 550001 and produce a business case with op	
The starting date is	01/02/2023	
The completion date is	31/03/2023	
The delay damages are	£0	per day
The law of the contract is	Law of England and Wales	
The period for reply is	2 (two)	weeks
The defects date is	26 (twenty six)	weeks after Completion
The assessment day is the	First day	of each month
Work is/is not to be carried out of	on a time charge basis (delete as applicable)	
The United Kingdom Housing Gra	ants, Construction and Regeneration Act (1996	dees/does not apply (delete as applicable)
1	The <i>Adjudicator</i> is	
Name		
Address for communications		
Address for electronic communications		

The Client's Contract Data

The interest rate on late payment is

The rate specified in regulations made under the Late Payment of Commercial Debts (Interest) Act 1998.

% per complete week of delay.

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

Do the Construction (Design and Management) Regulations 2015 apply? NC

The Principle Designer is Not Applicable

The Consultant provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against it arising out of the	£2million (two million)	Six Years
Consultant's failure to use the skill and care normally used by professionals providing services similar to the service.	in respect of each claim, without limit to the number of claims	
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the	£5million (five million)	N/A
Consultant) arising from or in connection with the Consultant Providing the Service.	in respect of each event, without limit to the number of events	
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out	£5million (five million)	N/A
of and in the course of their employment in connection with the contract	in respect of each event, without limit to the number of events	

The Consultant's total liability to the Client for matters for which insurance is provided is limited to

The amount of the insurance this contract requires (ignoring any excesses or deductibles)

The Consultant's total liability to the Client for other matters is limited to Three times the sum of the Prices or, where work is on a time charge basis, three times the sum of the rates multiplied by the number of hours at each rate.

The Adjudicator nominating body is

[The Royal Institute of British Architects / Institution of Civil Engineers / the President of the Royal Institute of Chartered Surveyors]

The *tribunal* is

Litigation

The Client's Contract Data

Only enter deta	ils here if addition	onal condition	ns are requir	ed.	
None					

The Consultant's Contract Data

		traot Bata
1	The Consultant is	
Name	AECOM Ltd	
Address for communications	177 Bothwell Street Glasgow G2 7ER	
Address for electronic communications		
The fee percentage is	0 %	
The people rates are		
category of person	unit ı	ate
Technical Director	Hour	
Technical Director	Houl	
Associate Director	Hour	
Subject Matter Expert	Hour	
If the work is to be carried o	out on a time change basis the vided by a subcontractor	e Consultant includes people rates for its
	The key persons are	
	Name (1)	
	Job	Technical Director
	Responsibilities	Project lead, project management
	Qualifications	BSc (Hons) MRICS MIAM
	Experience	>30 years, Asset Management Advisory
	Name (2)	
	Job	Associate Director
	Responsibilities	Project delivery
	Qualifications	BEng (Hons) CEng MICE MIAM
	Experience	20 years, civil infrastructure assets

The Consultant's Offer and Client's Acceptance

The Consultant offers to Provide the Service in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract. The offered total of the Prices is £34,442.24 Enter the total of the Prices from the Price List. If all work is to be carried out on a time charge basis, enter 'Not Applicable' Signed on behalf of the Consultant Name Position **Technical Director** Signature 19/12/2022 Date The Client accepts the Consultant's Offer to Provide the Service Signed on behalf of the Client Name Position Signature Date

Price List

Entries in the first four columns are made either by the Client or the tenderer

For each row:

- If the Consultant is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
- If the *Consultant* is to be paid an amount for the item of work and which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.
- If the work is to be paid on a time charge basis, only expenses should be included.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the People Rates. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

	DESCRIPTION LINE		- EXPECTED		
ITEM NUMBER	DESCRIPTION	UNIT			
001	Undertake Gap Analysis Interview and Report	Sum			
002	Framework Development	Sum			
003	Development of Business Case	Sum			
			, -		
		The tota	al of the Prices	£34,442.2	4
EXPENSES					
001	Travel Subsistence	Day	3	£250	£750

The method and rules used to compile the Price List are

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise, there is a risk that the *Consultant* will interpret it differently from the *Client's* intention. Information provided by the *Consultant* should be listed in the Scope only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client's* requirements and is consistent with other parts of the Scope.

1 Purpose of the service

Provide a brief summary of why the service is being commissioned and what it will be used for.

 The client wants to bench mark their current asset management capabilities against the ISO 550001 standard and develop an asset management plan with the intention of achieving accreditation level.

2 Description of the service

Give a complete and precise description of what the Consultant is required to do.

- 1. Completion of a gap analysis process in line with the 39 asset management landscape subjects as described in The Institute of Asset Management an anatomy document.
- 2. Determine the CA's alignment with the International Standard Organization (ISO) 55001 Asset Management System (AMS) requirements.
- 3. Recommend an Asset Management Framework.
- 4. Develop a business case to support the CA's alignment to ISO 55000 outlining the costs, risks and benefits associated with each proposed option.

3 Existing information

List existing information which is relevant to the *service*. This can include documents which the *Consultant* is to further develop.

- The Institute of Asset Management an anatomy document.
- The Coal Authority Business Case Document.

4 Specifications and standards

List the specifications and standards that apply to the contract.

- International Standard Organization (ISO) 55001 Asset Management System
- The Institute of Asset Management an anatomy document.
- The Coal Authority Business Case Document.

5 Constraints on how the Consultant Provides the Service

State any constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the *Client*.

Interviews will need to be planned ten working days in advance. (Remote interviews will be permitted)					

6 Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

The contractor will provide a programme using MS Project no later than 1 week after the contract start date and show the following:

- Start Date.
- Proposed dates for interviews.
- Proposed Asset Management (AM) framework 1st draft date and following review dates
- Proposed Business Case (BC) 1st draft review date and review dates.
- Date for AM and BC completion.
- Overall project completion date.

7 Information and other things provided by the Client

Describe what information and other things the *Client* is to provide and by when. Information is that which is not currently available, but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the *Client's* information technology systems.

ITEM	DATE BY WHICH IT WILL BE PROVIDED
The Coal Authority Business Case Document	01/02/2023