

# NATIONAL PROPERTY FLOOD RESILIENCE (PFR) FRAMEWORK

## SCOPE – Wessex PFR Surveys

### Lot 1. SURVEY SERVICES

10/01/22

#### 1. INTRODUCTION

Provision of Property Flood Resilience (PFR) services to mitigate flood risk by competent and independent surveyors. This service is to be provided at the following communities with an estimated number of properties approximately 125 up to 31<sup>st</sup> October 2022.

Target Site Locations	Number of Approximate Target Properties	Completed Target Date	Optional Extension Number, subject to Performance Levels Criteria and Compensation Event
Castle Combe	21	31 <sup>st</sup> October 2022	
Shepton Mallet	8	31 <sup>st</sup> October 2022	
Doniford	14	31 <sup>st</sup> October 2022	
Batheaston	2	31 <sup>st</sup> October 2022	
Shrewton	18	31 <sup>st</sup> October 2022	
Swanage	5	31 <sup>st</sup> October 2022	
Cheddar	16	31 <sup>st</sup> October 2022	
Ford (Salisbury)	4	31 <sup>st</sup> October 2022	
Charmouth	6	31 <sup>st</sup> October 2022	
Watchet	5	31 <sup>st</sup> October 2022	
Minehead Harbour	4	31 <sup>st</sup> October 2022	
Beaminster	9	31 <sup>st</sup> October 2022	
Sopley	8	31 <sup>st</sup> October 2022	
Ripley	12	31 <sup>st</sup> October 2022	
Saltford	14		1
Malmesbury	12		2
Sites TBA	7		3

*Note site locations may be subject to change.*

This Scope should be read in conjunction with the British Standards or other equivalent documents. In the event of conflict, this Scope shall prevail.

Background information can also be found in the PFR Framework Appendix O – PFR Process Flow chart.

#### 2. DETAILS OF THE OBJECTIVES

- 2.1 Our objective is to identify what measures can be taken in order to make properties at high risk of flooding more resistant and resilient.

The *Consultant* shall assess how water can enter the property and suggest ways to mitigate potential flooding. As well as resistance methods (preventing water entering the property), the survey will also include the investigation of resilience measures (adapting inside the property), to limit the damage and disruption that occurs when water enters.

On completion of the works the *Consultant* shall produce a Post Installation Flood Risk Report (PIFRR) on their findings. They will also sign off the work by the installer who has carried out the *Consultant's* suggested measures. The PIFRR shall summarise the available information on the flood risk and will detail the flood resistance and resilience measures that have been provided for the property.

It is noted that the Call-off contract completion date will end after the Property Flood Resilience Framework Agreement terminates. Therefore, the Call-Off contract will contain an optional

extension mechanism to include 3 monthly extensions, post Call-off contract completion date, subject to satisfactory Performance Levels being met within individual Key Performance Indicators, pursuant to Section 7 Performance Monitoring.

## 2.2 The objectives for the *Consultant* are as follows:

- a) ensure all site visits are carried out in accordance with the Safety, Health Environment and Wellbeing (SHEW) Code of Practice (Oct 17) *Client's* Safety, Health and Environment Code of Practice
- b) carry out engagement with the Homeowners, the public and all interested parties to gain support for the PFR project
- c) produce detailed Property Flood Resilience (PFR) Survey Reports for each property providing sufficient information to allow the Contractor to review, design, measure and cost
- d) review property installations and instructions given to Homeowners and produce a Post Installation Flood Risk Report (PIFRR)
- e) contribute to successful PFR exercises

## 3. DETAILS OF THE SERVICES

Details of the *services* are:

### 3.1 The *Consultant* shall:

- a) Carry out data gathering and completing the PFR Site Information Tables. An example table is provided by the *Client*. See Appendix A.
- b) Carry out site visits and attend Community Engagement meetings.
- c) Perform the role of Designer under CDM. Carrying out the roles identified in Appendix B PFR CDM Designer Role Identification.
- d) Produce Pre Construction Information (PCI). PCI is to include services information collected by the *Consultant*. An example is provided by the *Client*, see Appendix C PFR PCI Example.
- e) Assess the flood risk from all sources and review the properties to find suitable solutions if available.
- f) Engage with the Homeowners and identify if alternative solutions are possible. (e.g. temporary or demountable defences). If not, identify individual properties where PFR measures can be installed.
- g) Identify a set of generic PFR Measures to reduce the risk of flood water ingress to the property; (resistance and or resilience) such as, but not limited to, flood doors, boards or gates, airbricks, non-return valves and drainage with pumping arrangements. The property type, likely building materials (including any existing hazardous substances), listing and Homeowners/Tenants capabilities shall all be taken into consideration prior to recommendation.
- h) The *Surveyor* shall consider the need for approval of the measures for Local Authority (Listed Building and Planning) and other statutory bodies (English Heritage and Natural England).
- i) The Homeowner or Tenant will be responsible for ongoing storage, maintenance, deployment and replacement as necessary.
- j) Produce PFR survey reports in accordance with the Defra guidance. Note that the Scope shall be used over outdated information contained in the Defra guidance.
  - Surveying for Flood Resilience in Individual Properties – FD2681.
  - Government grants to local authorities for household-level flood mitigation.
  - Household-level Flood Protection Surveys Report Template.

Any modifications to be in agreement by the *Client* (template format to be confirmed at project tender stage after Framework bids).

- k) Liaise with the installation Contractor as necessary to ensure a smooth delivery.
- l) Produce an estimated cost of the measures for each property/total per community.
- m) Following agreement with the *Client*, print reports and distribute to the Homeowners with a covering letter agreed with the *Client*. Receive and respond to queries on the PFR Survey Report and modify as required.
- n) Attend site Drop-In sessions. Discuss survey reports and make presentations to the public as necessary.
- o) Provide information for the Health & Safety File in meeting requirements of CDM guidance on a site by site basis. The information is to be provided in the document in Appendix B – PFR CDM Designer Role Identification and within two weeks of the *Contractor* completing each site.
- p) Attend monthly progress meetings with The *Client*
- q) Provide Post Installation Flood Risk Reports (PIFRR) in accordance with the Gov.UK guidance. See the following:  
Appendix D1 - 1410\_12 Flood Risk Report Template, (File titled 1410\_12\_SD01  
Appendix D2 - 1410\_12 SD01 Guidance: Completing the Flood Risk Report following provision of property flood protection measures or available at: (Files titled with two examples: 1410\_12\_SD02 and 1410\_12\_SD03.  
<https://www.gov.uk/government/publications/property-flood-protection-flood-risk-report>

Any modifications to be agreed with the *Client*.

- r) Attend *Client*'s site PFR Exercises.
- 3.2 Drawings, site information and any reports held, will be made available by the *Client*. UK Government requires that product information is provided as interoperable, machine readable data. This standardisation of information is at the heart of the UK BIM strategy.

#### 4. SPECIFICATIONS OF STANDARDS TO BE USED

- 4.1 Specification for the PFR Survey Report - as per the 3.1 j) above.
- 4.2 Specification for the PIFRR - as per the 3.1 q) above.
- 4.3 The PFR survey will include, but not limited to, all openings such as doors, windows and airbricks but in addition it must, as a minimum, also assess the following:
  - a) The type of property, including general condition and construction and listing if appropriate
  - b) All ventilation for gas either naturally occurring or otherwise, (e.g. radon gas, Landfill gas), and combustible fuels or similar openings
  - c) The potential for water to come up through the ground floor
  - d) The porosity of brickwork and potential for seepage
  - e) Local drainage network and routes for flood water to enter via surface water, foul drainage or any other pipe work
  - f) The potential for water to penetrate via service pipes or other openings in walls or floors
  - g) The potential of structural damage to the external walls due to flood depth differential
- 4.4. These investigations are intended to be based on the experience of the *Consultant* rather than rigorous testing. The recommendations should include, but not be limited to, measures awarded BS 851188 (2019).

- 4.5 The Consultant is not required to consider damage to furniture, furnishings, personal effects, fixtures and fittings and household equipment such as boilers and white goods.
- 4.6 It is important to note that the intention is to provide all surveys to the Homeowners in case there are measures they would also like included but we may not be able to fund through the project.
- 4.7 The *Consultant* as part of their survey of the property, shall identify gas, (either naturally occurring or otherwise, e.g. gas fires and radon gas, landfill gas) or solid fuel ventilation. Where a vent has been found but the purpose is unknown this is also to be noted. The *Consultant* is to advise the *Client* in writing as soon as possible what they have found and what they believe to be the purpose of the vent. The *Client* will then be in a position to instruct the *Contractor* to appoint a suitably qualified person to carry out a Gas or HETAS inspection or other suitable assessment. This will then clearly identify any works needed in advance of the *Contractor's* site inspection.

## **5. CONSTRAINTS ON HOW THE CONSULTANT PROVIDES THE SERVICES**

- 5.1 All model and survey information will be provided to the *Consultant* in an encrypted format (using WinZip 128 bit encryption) according to *Client's* Data.
- 5.2 Project deliverables must also be returned to the *Client* in an encrypted format (using WinZip 128 bit encryption) according to *Client's* Data.

## **6. SERVICES AND OTHER THINGS PROVIDED BY THE CLIENT**

- 6.1 Data Management System as required
- 6.2 All of the data shared with the supplier remains the IP of the *Client*.
- 6.3 Any material prepared by or on behalf of the *Consultant* for the purposes of the contract shall be the property of the *Client* and the *Consultant* shall have no rights, either expressly or impliedly therein. No use may be made by the *Consultant* of any material prepared for this contract by them, for purposes other than those stated in this document without the *Client's* prior agreement.
- 6.4 Licences may or not be required for LiDAR Data, Ordnance Survey Mapping, Model, Survey, Hydrometric and historical data will be provided to the *Consultant* upon award of this commission.
- 6.5 Key Performance Indicator (KPI) will be used to monitor the performance of the service provided. Subject to satisfactory performance the duration of the contract may be extended.
- 6.6 The *Service Manager* or *Client Representative* will instruct in writing the activation of the optional extension no less than 2 (two) weeks before the current extension is due to expire.

## **7. PERFORMANCE MONITORING**

- 7.1 This Section provides the methodology for monitoring the Services:
- 7.1.1 to ensure that the Consultant is complying with the Service Levels; and
  - 7.1.2 for identifying any failures to achieve Service Levels in the performance of the *Consultant* and/or delivery of the Services ("Performance Monitoring System")
  - 7.1.3 enabling the *Service Manager* at their discretion, to decide whether 3 monthly optional extension may be applied.
- 7.2 Within 20 Working Days of the Commencement Date the *Consultant* and *Service Manager* will agree details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

## **8. REPORTING OF SERVICE FAILURES**

- 8.1 The *Consultant* shall report all failures to achieve Service Levels and any Critical Service Failure to the *Service Manager* in accordance with the processes agreed in paragraph 7.2 above.

## 9 PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 9.1 The *Consultant* shall provide the *Service Manager* with reports in accordance with the process and timescales agreed pursuant to paragraph 7.2 above which shall contain, as a minimum, the following information in respect of the relevant period just ended:
- a) for each Service Level, the actual performance achieved over the Service Level for the relevant period;
  - b) a summary of all failures to achieve Service Levels that occurred during that period;
  - c) any Critical Service Failures and details in relation thereto;
  - d) for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
  - e) such other details as the *Service Manager* may reasonably require from time to time.
- 9.2 The parties shall attend meetings to discuss Service Level reports ("Performance Review Meetings") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the *Consultant* and the *Service Manager* of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
- a) take place within one (1) week of the reports being issued by the *Consultant*;
  - b) take place virtually (or at such location and time) within normal business hours as the *Service Manager* shall reasonably require unless otherwise agreed in advance;
  - c) be attended by the *Consultant's* Representative and the *Service Manager*; and
  - d) be fully minuted by the *Consultant*. The prepared minutes will be circulated by the *Consultant* to all attendees at the relevant meeting and also to the *Service Managers* and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the *Consultant's* representative and the *Service Manager* at each meeting.
  - e) The *Service Manager* shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
  - f) The *Consultant* shall provide to the *Service Manager* such supporting documentation as the *Service Manager* may reasonably require in order to verify the level of the performance by the *Consultant*.

## 10 SATISFACTION SURVEYS

- a) In order to assess the level of performance of the *Consultant*, the *Service Manager* may undertake satisfaction surveys in respect of the *Consultant's* provision of the Services.
- b) The *Service Manager* shall be entitled to notify the *Consultant* of any aspects of their performance of the Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with the Contract.
- c) All other suggestions for improvements to the Services shall be dealt with as part of ongoing continuous improvement.

## 11 KEY PERFORMANCE INDICATORS

### 11.1 Service Indicators Monthly Report will be based on the below Performance Criteria

- Good Performance - Pass, Contract running well
- Poor Performance - Failed, Contract at risk
- Service Manager's discretion to either:*
- allow *Consultant* to complete current work satisfactorily before contract expires; or
  - during period of granted optional extension(s) automatically re-tender under new Framework Agreement

#### Example

KPI #	Service Level	Service Description (Inputs)	Monthly Met Target Standard	Monthly Actual Standard	Pass or Fail
1	Service	Meetings and Reports a. Management Information Report issued on monthly basis; b. Queries resolved within specified response times c. Monthly KPI reporting and/or upon request d. Regular Performance Management Meetings	100%	100%	PASS
2	Delivery	Surveys satisfactorily completed in accordance with agreed programme	100%	100%	PASS
3	Customer Service	Max No of escalations raised to Senior Management	1-off	1-off	PASS
					PASS

Any one fail constitutes overall fail

# NEC4 Professional Services Contract

Lot 1

National Property Flood Resilience Framework

A contract between

The Environment Agency  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

And

JBA Consulting, 1 Broughton Park Old Lane North,  
Broughton, Skipton, North Yorkshire, England, BD23  
3FD

For

Wessex PFR Property Surveys 2022

Contract Forms

- Contract Data
- The *Consultant's* Offer and *Client's* Acceptance
- Price List
- Scope

project\_34576 - WSX PFR Survey 2022

# Schedule 2 – NEC4 Call off Contracts

## 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

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 *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is  except that

- The *period for reply* for  is
- The *period for reply* for  is

The *period for retention* is  year(s) following Completion of 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. The *Consultant's* main responsibilities

If the <i>Client</i> has identified work which is set to meet a stated <i>condition</i> by a <i>key date</i>	The <i>key dates</i> and <i>conditions</i> to be met are	
	<i>condition</i> to be met	<i>key date</i>
	(1) <input type="text"/>	<input type="text"/>
	(2) <input type="text"/>	<input type="text"/>
	(3) <input type="text"/>	<input type="text"/>

If Option A is used The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than

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

N/A

### 3. Time

The *starting date* is

17 March 2022

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

access

*access date*

(1)

[REDACTED]

17 March 2022

(2)

[REDACTED]

17 March 2022

(3)

Table of site locations where PFR to properties are planned

17 March 2022

The *Consultant* submits revised programmes at intervals non longer than

4 weeks

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

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

31<sup>st</sup> October 2022

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

2 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, if not previously provided by the *Consultant*

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

52 weeks

### 5. Payment

The *currency of the contract* is the

pound sterling (£)

The *assessment interval* is

One month

If the *Client* states any expenses The expenses stated by the Client are

item

amount

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

Base

rate of the

Bank of England

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

*share range*

*Consultant's share percentage*

less than

85

%

0

%

from

85

% to

115

%

50

%

greater than

115

%

100

%

If Option C or E is used

The exchange rates are those published in

on

(date)

## 6. Compensation Events

If there are additional compensation events

These are additional compensation events

Any public community engagement meetings further to those in section 3.1b) will be added to the contract via a Compensation Event

Any additional properties to be offered a PFR survey above the initial 125, will be added to the contract via a Compensation Event.

## 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 COVER	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 service	£5,000,000 (five million pounds) in respect of each claim, without limit to the number of claims	6 years
Loss 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.	£5,000,000 (five million pounds) in respect of each claim, without limit to the number of claims	6 years
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	£5,000,000 (five million pounds) in respect of each claim, without limit to the number of claims	6 years

If the Client is to provide any of the insurances stated in the Insurance Table

The Client provides these insurances from the Insurance Table

(1) Insurance against	<div></div>
Minimum amount of cover is	<div></div>
The deductibles are	<div></div>
(2) Insurance against	<div></div>
Minimum amount of cover is	<div></div>
The deductibles are	<div></div>
(3) Insurance against	<div></div>
Minimum amount of cover is	<div></div>
The deductibles are	<div></div>

The Client provides these additional insurances

If additional insurances are to be provided

(1) Insurance against	<div></div>
Minimum amount of cover is	<div></div>
The deductibles are	<div></div>
(2) Insurance against	<div></div>
Minimum amount of cover is	<div></div>
The deductibles are	<div></div>
(3) Insurance against	<div></div>
Minimum amount of cover is	<div></div>
The deductibles are	<div></div>

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

## Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

If the tribunal is arbitration The *arbitration* procedure is

The place where arbitration is to be held is

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 <i>Adjudicator</i> is		
Name		
Address for communications		
Address for electronic communications		
The <i>Adjudicator nominating body</i> is	Institution of Civil Engineers, London	

## X2: Changes in the law

If Option X2 is used The *law of the project* is

England

**X5: Sectional Completion**

If Option X5 is used The completion date for each section of the service is

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

**X6: Bonus for early Completion**

If Option X6 is used without Option X5 The bonus for the whole of the *service* is

 per day

If Option X6 is used with X5 The bonus for each section of the *service* is

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

The bonus for the remainder of the *service* is

**X7: Delay damages**

If Option X7 is used without Option X5 Delay damages for Completion of the whole of the *service* are

 per day

If Option X7 is used with X5 Delay damages for each section of the *service* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

The delay damages for the remainder of the *service* are

#### **X8: Undertakings to Others**

If Option X8 is used      The *undertakings to Others* are provided to

  


#### **X9: Transfer of Rights**

#### **X10: Information Modelling**

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data      The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is

#### **X11: Termination by the Client**

#### **Y(UK) 1: Project Bank Account**

Charges made and interest paid by the *project bank*      The *Consultant* is to pay any charges made and to be paid any interest paid by the *project bank* (Delete as applicable)

#### **Y(UK) 2: The Housing Grants, Construction and Regeneration Act 1996**



<p>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</p>	<p>The period for payment is</p>	<div style="border: 1px solid black; width: 300px; height: 80px; margin: 0 auto;"></div>	<p>days after the date on which payment becomes due</p>
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**Y(UK)3: The Contracts (Rights of Third Parties) Act 1999**

If Option Y(UK)3 is used	term	<i>beneficiary</i>
	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>
	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>
	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>
	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>

<p>If Y(UK)3 is used with (Y(UK)1 the following entry is added to the table for Y(UK)3</p>	<p>term</p> <div style="border: 1px solid black; padding: 5px;"> <p>The provisions of Options Y(UK)1</p> </div>	<p><i>beneficiary</i></p> <div style="border: 1px solid black; padding: 5px;"> <p>Named Suppliers</p> </div>
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**Z: Additional conditions of contract**

If Option Z is used                      The *additional conditions of contract* are

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

**Z 2 Prevention**  
The text of Cl 18 Prevention is deleted.  
Delete the text of Cl 60.1(12) and replaced by:  
The *services* are 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.

### **Z 3A Disallowed Costs**

Add clause 11.2 (24) Disallowed costs

Disallowed costs are:

- Not justified by the *Consultant's* accounts and records.
- Should not have been paid to a sub consultant in accordance with his Sub contract (including compensation events with the sub consultant, i.e. payment for work that should not have been undertaken)
- Incurred because the *Consultant* did not follow a stated procedure in the Scope.
- 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.
- Correction of a Defect before or after Completion
- Staff not approved to work on a project
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 7.5 per day unless with prior agreement with the *Client*.
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the *Client*.
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the *Client*.
- 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

### **Z 3C Disallowed Costs**

In Clause 63.1, second bullet, replace full stop with comma and append:

- less Disallowed Costs

#### **Z 4 Liabilities and Risks**

The *Consultant* shall ensure that there are sufficient warranties in place to support the *Client* or Homeowner in the event that a claim needs to be made against the *Supplier* of the products.

#### **Z5 Reporting**

Z5.1 The *Consultant* shall ensure that the *Client* is updated with progress at all times. As a minimum the *Consultant* shall provide a weekly update to the *Client* and/or at fixed stages within the *Services* at a time and frequency as agreed between the *Consultant* and the *Client*.

Z5.2 The report shall be provided in a format agreed with the Client.

#### **Z7 Assignment**

The text of Clause 25 is deleted and replaced with the following:

Z7.1 The *Consultant* does not assign his interest in or any rights arising under this contract without the consent of the *Client*.

Z7.2 The *Client* may assign his interest in this contract or any rights arising under it at any time without the consent of the *Consultant*. The *Client* notifies the *Consultant* of any such assignment.

#### **Z8 Compliance with Legislation**

Z8.1 The *Consultant* Provides the *Services* :

- in a proper and workmanlike manner, and
- in compliance with
  - all statutes, statutory instruments, regulations, rules and orders made under any statute or directive having the force of law which affect the *works* or performance of any obligations under this contract, and
  - any regulation, bye-law, permission or approval of any local authority or statutory undertaker having jurisdiction in relation to the *works* or with whose systems the *works* are, or are to be, connected.

#### **Z9 Data Protection**

Z9.1 Schedule 11 – Data Protection Schedule of the Deed of Agreement shall be incorporated into this Agreement.

Z9.2 A request or instruction pursuant to Schedule 11 by the *Service Manager* shall be treated as being a request or instruction by the *Client*.

Z9.3 For the avoidance of doubt, reference to Supplier in Schedule 11 is reference to the *Consultant*.

## **Z10 Confidentiality**

Z10.1 **Personal Data** is information collected by the *Consultant* on behalf of the *Client* in relation to this contract, which relates to living individuals who can be identified

- from that information or
- from that information combined with other details in (or likely to come into) the possession of the *Client*.

Z10.2 Delete clauses 29.1 and 29.2 and replace with the following:

"29.1 The *Consultant* keeps (and ensures that its employees and Subcontractors keep) confidential and does not disclose to any person

- the terms of this contract and
- any confidential or proprietary information (including Personal Data) provided to or acquired by the *Consultant* in the course of Providing the Works

except that the *Consultant* may disclose information

- to its legal or other professional advisers,
- to its employees and Subcontractors as needed to enable the *Consultant* to Provide the Works,
- where required to do so by law or by any professional or regulatory obligation or by order of any court or governmental agency, provided that (unless the *Consultant* is prohibited by law from doing so) prior to disclosure the *Consultant* consults the *Service Manager* and takes full account of the *Client's* views about whether (and if so to what extent) the information should be disclosed,
- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- which is in the public domain at the time of disclosure other than due to the fault of the *Consultant* or
- with the consent of the *Service Manager*.

29.2 The *Consultant* does not (and ensures that its employees and Subcontractors do not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Works.

29.3 The *Consultant* may publicise the works only with the *Client's* agreement.

## **Z11 Disclosure of Information**

The text of Clause 26 retained and the following is added as Clause 26.3:

26.3 The *Client* and *Consultant* acknowledge that the *Client* may bound by the Freedom of Information Act 2000, the Environmental Information Regulations 2004, (and any other applicable legislation governing access to information, together "**Freedom of Information Legislation**") and may be obliged to provide information, on request, to third parties that relates to this Agreement. In the event that the *Client* receives a request for information relating to this Agreement falling within the scope of Freedom of Information Legislation, the *Client* shall be entitled to disclose such information as reasonably necessary in order to ensure its compliance with the Freedom of Information Legislation provided that :-

- 26.3.1 In the case of the disclosure of Confidential Information, the *Client* shall first use its reasonable endeavours to consult with the *Consultant* who disclosed the Confidential Information as to whether such information should be disclosed under the Freedom of Information Legislation.
- 26.3.2 No Party shall be liable for any loss, damage, harm or other detriment suffered by the other Party arising from the disclosure of any information falling within the scope of the Freedom of Information Legislation.

## **Z12 Discrimination**

Z12.1 The *Consultant* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Race Relations Act 1976, the Sex Discrimination Act 1975, the Disability Discrimination Acts 1995 and 2005 or the Equality Act 2010 (the "Discrimination Acts").

Z12.2 Where possible in Providing the Works, the *Consultant* co-operates with and assists the *Client* to satisfy its duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.

Z12.3 Where an employee or Subcontractor employed by the *Consultant* is required to carry out any activity alongside the *Client's* employees in any premises, the *Consultant* ensures that each such employee or Subcontractor complies with the *Client's* employment policies and codes of practice relating to discrimination and equal opportunities.

Z12.4 The *Consultant* notifies the *Service Manager* in writing as soon as it becomes aware of any investigation or proceedings brought against the *Consultant* under the Discrimination Acts in connection with this contract and

- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
- attends (and permits a representative from the *Client* to attend) any associated meetings,
- promptly allows access to any relevant documents and information and
- co-operates fully and promptly with the investigatory body, court or tribunal.

Z12.5 The *Consultant* indemnifies the *Client* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Client* arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the *Consultant*.

Z12.6 The *Consultant* includes in the conditions of contract for each Subcontractor obligations substantially similar to those set out above.

## **Z13 Quality Management and Audit**

Z13.1 The *Consultant* operates a quality management system for Providing the Services which

- complies with the relevant parts of [ISO 9001:2015 **OR** ISO 9001:2008 [and ISO 9001:2008/Cor 1:2009]],
- incorporates an environmental management system consistent with [ISO 14001:2015 **OR** ISO 14001:2004],
- includes processes for delivering continual improvement following the guidance in ISO 9004:2009,
- has third party certification from a UKAS approved accreditation body (or its equivalent) or is operating in preparation for accreditation within 12 months of the Contract Date

and complies with good industry practice.

Z13.2 The *Consultant* provides to the *Service Manager*, within four weeks of the Contract Date, a quality policy statement and a quality plan for acceptance. The quality policy statement and quality plan comply with the requirements stated in the Scope and are sufficiently detailed to demonstrate how the *Consultant* will Provide the Works in accordance with this contract.

Z13.3 The *Consultant* keeps a controlled copy of the quality plan available for inspection by the *Service Manager* at all times.

Z13.4 The *Consultant* complies with an instruction from the *Service Manager* to

- change the quality plan so that it complies with the requirements of this contract or
- correct a failure of the *Consultant* to comply with the quality plan.

Z13.5 The *Service Manager* and other persons authorised by him may carry out periodic audits of the *Consultant's* quality management system as specified in the Scope. The *Consultant* allows access to the Working Areas and other premises used by the *Consultant* to Provide the Works and provides all facilities and assistance necessary to enable such audits to be carried out.

## **Z14 Liabilities and Insurance**

Z14.1 Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.

## **Z15 Section 3 Time**

Z15.1 The *Service Manager* and other persons authorised by them, and at their discretion, may decide to extend the contract by 3 months, subject to satisfactory performance levels being reached as stated in clause 11.1 of the Scope.

Optional Extensions are stated as per the below table:

	From	To
1	1 November 2022	31 January 2023
2	1 February 2023	30 April 2023
3	1 May 2023	31 July 2023
4	1 August 2023	31 October 2023

5	1 November 2023	31 January 2024
6	1 February 2023	31 March 2024

# Contract Data

## The *Consultant's* Offer and *Client's* Acceptance

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 offered total of the Prices is	Based on provided property scenario of 25T, 30SD & 70D.....	£57,250 ex VAT
		Enter the total of the Prices from the Price List.

Signed on behalf of the *Consultant*

Name

Position Associate Director

Signature

Date 08/02/2022

The *Client* accepts the *Consultant's* Offer to Provide the Services

Signed on behalf of the *Client*

Name

Position Senior Commercial Officer

Signature

Date 17 March 2022