



Professional Service Contract

Contract Data Forms

June 2017

Template version history

| | |
|---|----------------------------------|
| V1 (as per bidder pack was V4 in bidder pack) | Go live template (this document) |
| V2 updated to include form of agreement and contract Data part 2. Guidance notes. | No material change |
| | |
| | |
| | |

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 JBA Consulting for Property Flood Resilience (PFR) Survey, Options and Quality Assurance (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 Property Flood Resilience Framework 2024 and executed the framework agreement

Executed under hand

Environment Agency (Client)

Signed underhand by

for and on behalf of the Environment Agency



21/1/25

.....
Signature

.....
Date

.....Project Executive
Role

Consultant execution

Signed underhand by Bethlyn Jones for and on behalf of Jeremy Benn Associates Limited



Signature

02/01/2025
Date

PFR Framework 2 Manager
Role

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 and in accordance with Property Flood Resilience Framework 2024.

Main Option

A

 Option for resolving and avoiding disputes

W2

Secondary Options

X2 Changes in the Law

X5 Sectional Completion

X7 Delay Damages

X10 Information Modelling

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

additional conditions of contract

Z1 Disputes

Z2 Prevention

Z3A&C Disallowed Costs

Z4 Liabilities and Risks

Z5 Assignment

Z6 Compliance with Legislation

Z7 Data Protection

Z8 Requirements for Invoice

Z9 Risks and Insurance

The *service* is

Provision of Property Flood Resilience (PFR) Surveys, Options and Quality Assurance, as described under Lot 1 of the Property Flood Resilience Framework 2024, plus inputs to production of Full Business Case.

The *Client* is

Name

Environment Agency

Address for communications

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

enquiries@environment-agency.gov.uk

The *Service Manager* is

Name

Address for communications

Environment Agency, Kings Meadow
House, Kings Meadow Road, Reading,
RG1 8DQ

Address for electronic communications



The Scope is in

Fleet FAS - PFR2 Lot 1 PSC Scope_181224_
v07

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 or earlier termination

The following matters will be included in the Early Warning Register

Second drop in/ community event may be needed

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

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</i> to be met | <i>key date</i> |
|-----|---------------------------------------|----------------------|
| (1) | <input type="text" value="Not used"/> | <input type="text"/> |
| (2) | <input type="text"/> | <input type="text"/> |
| (3) | <input type="text"/> | <input type="text"/> |
| (4) | <input type="text"/> | <input type="text"/> |
| | <input type="text"/> | <input type="text"/> |

If Option A is used

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

Option C or E is used

3 Time

The *starting date* is

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

| access | access date |
|---|-------------|
| (1) Property address and threshold data | 20/01/2025 |
| (2) Flood hazard, flood warning and community preparedness data | 20/01/2025 |
| (3) Flood warning | 20/1/2025 |

The *Consultant* submits revised programmes at intervals no 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

07/07/2027

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 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

26 weeks

5 Payment

The *currency of the contract* is the

£ sterling

The *assessment interval* is

Monthly

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

item

amount

n/a

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

1 Month

6 Compensation events

If there are additional

These are additional compensation events

None

8 Liabilities and insurance

If there are additional
Client's liabilities

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 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> | £5,000,000 (five million pounds) in respect of each and every claim, without limit to the number of claims | 6 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 | £5,000,000 (five million pounds) in respect of each and every occurrence and include an 'indemnity in principal clause'. | 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 | Minimum limit of indemnity of £10,000,000 (ten million pounds) in respect of each and every occurrence and to include and indemnity to principal clause'. | 6 years |

The *Consultant* provides these additional insurances

| | |
|----------------------------|-----|
| (1) Insurance against | |
| Minimum amount of cover is | |
| 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

£5,000,000

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

to be confirmed

The *Senior Representatives* of the *Client* are

Name (1)

Framework Manager)

Address for communications

Environment Agency
Alchemy
Welwyn Garden City

Address for electronic communications

Name (2)

Address for communications

Lateral House
8 City Walk
Leeds
West Yorkshire LS11 9AT

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 |
|----------------------|----------------------------------|--|

X5: Sectional Completion

| | | | |
|----------------------|--|---|------------------------|
| If Option X5 is used | The <i>completion date</i> for each section of the <i>service</i> is | | |
| | <i>section</i> | <i>description</i> | <i>completion date</i> |
| | (1) | Completion of Surveys, Outline Design, Client approval of Survey Report | 31/05/2025 |
| | (2) | Installation and Post-Installation Assurance, Completion of Post-Installation Audits and Client approval of Flood Risk Report | 07/07/2027 |
| | (3) | | |
| | (4) | | |

X7: Delay damages

| | | | |
|--|---|----|---------|
| If Option X7 is used without Option X5 | Delay damages for Completion of the whole of the <i>service</i> are | £0 | per day |
|--|---|----|---------|

| | | | |
|-------------------------------------|---|---|-----------------------|
| If Option X7 is used with Option X5 | Delay damages for each <i>section</i> of the <i>service</i> are | | |
| | <i>section</i> | <i>description</i> | <i>amount per day</i> |
| | (1) | Completion of Surveys, Outline Design, Client approval of Survey Report | £0 |
| | (2) | Installation and Post-Installation Assurance, Completion of Post-Installation Audits and Client approval of Flood Risk Report | £0 |
| | (3) | | |
| | (4) | | |
| | The delay damages for the remainder of the <i>service</i> are | | |

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 | 4 weeks |
|--|-------------------|---|---------|

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 |
| | 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 |
| | The <i>end of liability date</i> is 6 years after the Completion of the whole of the <i>service</i> | |

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

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 is used

term

beneficiary

No Term Under This Contract

No beneficiaries Under This Contract

If Y(UK)3 is used with

term

beneficiary

Y(UK)1 the following entry is added to the table for Y(UK)3

The provisions of Options Y(UK)1

Named Suppliers

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.

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.

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.
- Reorganisation of the *Consultant's* project team.
- Production or preparation of self-promotional material.
- 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, first 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 Assignment

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

Z5.1 The *Consultant* does not assign his interest in or any rights arising under this contract without the consent of the *Client*.

Z5.2 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.

Z6 Compliance with Legislation

Z6.1 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.

Z7 Data Protection

Z7.1 Schedule 14 – Data Protection Schedule of the Deed of Agreement shall be incorporated into this Agreement.

Z7.2 A request or instruction pursuant to Schedule 14 by the *Service Manager* shall be treated as being a request or instruction by the *Client*.

Z7.3 For the avoidance of doubt, reference to Supplier in Schedule 14 is reference to the *Consultant*.

Z8 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

Z9 Risks and Insurance

The *Consultant* is required to submit insurances annually as Clause Z4 of the Framework Agreement.

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

Jeremy Benn Associates Ltd

Address for communications

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

Address for electronic communications

info@jbaconsulting.com

The *fee percentage* is

%

In accordance with the Property Flood resilience Framework 2024 Pricing Schedule Rates include Fee. Framework tendered fee % only applies to elements not included in the Pricing Schedule.

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Project Manager

Qualifications

Experience

The following matters will be included in the Early Warning Register

- 1) Delay to timings of PFR Surveys and PIAs.
- 2) Poor uptake which could result in extension to programme or reduction of property numbers.
- 3) Return visits to accommodate homeowners.

2 The *Consultant's* main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

Fleet PFR Scheme
Quote v1.0.pdf

5 Payment

If the *Consultant* states expenses

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

item

amount

If Option A or C is used

The *activity schedule* is

Contained in Annex A

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

Kings Chambers, 8 High Street,
Newport, South Wales NP20 1FQ

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

N/A

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

N/A

named suppliers are

The total of the Prices

Rates and Prices entered are to be in accordance with the Property Flood resilience Framework 2024 Pricing Schedule. Rates include Fee. Framework tendered fee % only applies to elements not included in the Pricing Schedule.

| Item | Description | Property Type | Hard Copy /E-copy | Translation | Property Count | Cost/pr operty | Total |
|------|---|---------------|-------------------|-------------|----------------|----------------|----------|
| 1.1 | Hazard Assessment, Survey and Options Development | Terraced | E-Copy | No | 100 | | |
| 1.2 | Post Installation Audit and PIFRR | Terraced | E-Copy | No | 100 | | |
| 1.3 | Hazard Assessment, Survey and Options Development | Semi-Detached | E-Copy | No | 70 | | |
| 1.4 | Post Installation Audit and PIFRR | Semi-Detached | E-Copy | No | 70 | | |
| 1.5 | Hazard Assessment, Survey and Options Development | Detached | E-Copy | No | 37 | | |
| 1.6 | Post Installation Audit and PIFRR | Detached | E-Copy | No | 37 | | |
| 1.7 | Hazard Assessment, Survey and Options Development | Other | E-Copy | No | 12 | | |
| 1.8 | Post Installation Audit and PIFRR | Other | E-Copy | No | 12 | | |
| | | | | | | Total | £266,304 |

Annex A – Activity Schedule

| Task | Activities | Cost (ex VAT) |
|------|---|---------------|
| 1 | Pre-survey Tasks <ul style="list-style-type: none"> • Project Management • Site Preparation • Pre-survey resident engagement, booking surveys, questionnaire analysis • Letter/emails | |
| 2 | Property Survey | |
| 3 | PFR Reporting <ul style="list-style-type: none"> • PFR Reporting • Reviewing • Costing Spreadsheet | |
| 4 | Post Installation Audit <ul style="list-style-type: none"> • Post Installation Audit • Production of PIFRR | |
| | Total | £266,304.00 |