

NEC4 Professional Services Contract

Property Flood Resilience Framework 2024

A contract between

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

And

[REDACTED]

For

Undertaking Lot 1 Hazard Assessment and Property Surveys, and Post Installation Flood Risk Reports

Contract Forms

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

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 | A | Option for resolving and avoiding disputes | W2 |
|-------------|---|--|----|

| | |
|-------------------|--|
| Secondary Options | X2, X5, X7, X8, X9 , X10, X18, Y(UK)1 , Y(UK)2, Y(UK)3 Z additional conditions of contract |
|-------------------|--|

| | |
|-----------------------|---|
| The <i>service</i> is | Lot 1 Property Flood Resilience Surveys and associated reporting and services for homes across Debenham and Needham Market. |
|-----------------------|---|

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

4. PFR Lot 1 - PSC Scope Template PW - Debenham Phase 2 Needham Market Phase 2 v1.2

The *language of the contract* is

English

The *law of the contract* is the law of

England, subject to the jurisdiction of courts of England and Wales

The *period for reply* is

2 weeks

 except that

- The *period for reply* for

N/A

 is

N/A
- The *period for reply* for

N/A

 is

N/A

The *period for retention* is

6

 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 weeks

2. The Consultant’s main responsibilities

If the *Client* has identified work which is set to meet The *key dates* and *conditions* to be met are

| a stated <i>condition</i> by a <i>key date</i> | <i>condition to be met</i> | <i>key date</i> |
|--|----------------------------|-----------------|
| (1) | | |
| (2) | | |
| (3) | | |

| | | |
|--------------------------|--|-----------|
| If Option A is used | The <i>Consultant</i> prepares forecasts of the total <i>expenses</i> at intervals no longer than | One month |
| If Option C or E is used | The <i>Consultant</i> prepares forecasts of the total Defined Cost plus Fee and expenses at intervals no longer than | |

3. Time

The *starting date* is

29/07/2024

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

| access | <i>access date</i> |
|--------|--------------------|
| (1) | |
| (2) | |
| (3) | |

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

4 weeks

If the Client has decided the *completion date* for the

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

25/07/2025

whole of the *service*

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

4 weeks

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

~~The locations for which the~~
Consultant provides a charge

locations 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 % to -0 % |
| from | 85 % to 115 % 50 % |
| greater than | 115 % to 100 % |

less than 85 % to -0 %

from 85 % to 115 % 50 %

greater than 115 % to 100 %

If Option C or E is used The exchange rates are those published in Financial Times

on a monthly occurrence (date)

6. Compensation Events

If there are additional compensation events These are additional compensation events

N/A

8. Liabilities and Insurance

If there are additional Client's liabilities These are additional Client's liabilities

| | |
|-----|----------------|
| (1) | Not applicable |
| (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 service | £5,000,000 (five million pounds) in respect of each and every 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 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 |

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

N/A

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

The Client provides these additional insurances

If additional insurances are to be provided

(1) Insurance against

N/A

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

£5,000,000

Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

If the tribunal is arbitration

The *arbitration* procedure is

N/A

The place where arbitration is to be held is

N/A

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 | To be determined at referral stage | |
| | | |
| Name | To be determined at referral stage | |
| | | |
| Address for communications | To be determined at referral stage | |
| | | |
| Address for electronic communications | To be determined at referral stage | |
| | | |
| 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) | | |
| (2) | | |
| (3) | | |
| (4) | | |

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) | | |
| (2) | | |
| (3) | | |
| (4) | | |

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~~

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

4 weeks

X18: Limitation of liability

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

£1,000,000

If Option X18 is used

The Consultant's liability to the Client for Defects that are not found until after the defects date is limited to

£1,000,000

The end of liability date is

6

years after the Completion of the whole of the service

Y(UK) 1: Project Bank Account

Charges made and interest paid by the *project bank*

The *Consultant* **is not** 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

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

The period for payment is

for 14 days

days after the date on which payment becomes due

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 | No Beneficiary |
| | |
| | |
| | |

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 The *additional conditions of contract* are
Optio
n Z is
used

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.
- 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

Z25 Risks and insurance

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

Contract Data

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

General

The *Consultant* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is %

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

| | |
|------------------|-------------------|
| Job | Principal Analyst |
| Responsibilities | Project Manager |
| Qualifications | BSc MSc |
| Experience | 11 years |

The following matters will be included in the Early Warning Register

- 1) Delay to timings of PFR and PIA Surveys.

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 | N/A |
|---------------------------------------|--|-----|

3 Time

| | | |
|---|--|----------------------|
| If a programme is to be identified in the Contract Data | The programme identified in the Contract Data is | Contained in Annex B |
|---|--|----------------------|

| | | |
|---|---|-----|
| If the Consultant is to decide the completion date for the whole of the service | The completion date for the whole of the service is | n/a |
|---|---|-----|

5 Payment

| | |
|---------------------------------------|---|
| If the Consultant states any expenses | The expenses stated by the Consultant are |
|---------------------------------------|---|

| Item | Amount |
|------|--------|
| | |
| | |
| | |

| | | |
|--------------------------|-------------------------------------|----------------------|
| If Option A or C is used | The <i>activity schedule</i> is | Contained in Annex A |
| | The tendered total of the Prices is | £177,205 + VAT |

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 <i>information execution plan</i> is to be identified in the Contract Data | The <i>information execution plan</i> identified in the Contract Data is | N/A |

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

£177,205

Enter the total of the Prices from the Price List.

Signed on behalf of the *Consultant*

Name

Position

Signature

Date 02/09/2024

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

Signed on behalf of the *Client*

Name

Position

Signature

Interview Team Leader – Suffolk

Date 02/09/2024

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 | £35,295 |
| 2 | Property Survey | £49,665 |
| 3 | PFR Reporting <ul style="list-style-type: none"> • PFR Reporting • Reviewing • Costing Spreadsheet | £55,560 |
| 4 | Post Installation Audit <ul style="list-style-type: none"> • Post Installation Audit • Production of PIFRR | £36,685 |
| | Total | £177,205 |

Annex B – Programme

