

NEC4 Engineering and Construction Short Contract

Property Flood Resilience Framework 2024

A contract between

And

For

Survey, detail design, procurement and installation of Property Flood Resilience measures for up to 34 properties in Bakewell and Bullbridge areas of Derbyshire.

Contract Forms

- Contract Data
- The *Contractor's* Offer and *Client's* Acceptance
- Price List
- Scope
- Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name		
Address for communications		
Address for electronic communications		
The <i>works</i> are	Provision and installation of Property Flood Resilience (PFR) measures for up to 34 properties in Bakewell and Bullbridge areas of Derbyshire.	
The <i>site</i> is	Bakewell, Derbyshire and Bullbridge, Derbyshire.	
The <i>starting date</i> is	28/04/2025	
The <i>completion date</i> is	31/03/2026	
The <i>delay damages</i> are	nil	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	To be decided for each call off from framework	5%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply.		

The *Adjudicator* is: the person appointed as follows:

In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.

Contract Data

The *Client's* Contract Data

The interest rate on late payment is	0.5	% per complete week of delay.
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	£100,000	

The <i>Client</i> provides this insurance	None
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Only enter details here if the *Client* is to provide insurance.

The *Contractor* is to Provide the Following Insurance Cover

Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The cover is 1.2 times the replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The cover is 1.2 times the replacement cost	The Defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum [REDACTED] in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the <i>works</i> or earlier termination
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law. Each and every occurrence and include an 'indemnity to principal clause'.	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the <i>works</i>	Minimum [REDACTED] in respect of every claim without limit to the number of claims	
Loss of damage to or failure of any Products used in Installation.	Minimum [REDACTED] in respect of every claim without limit to the number of claims	The Defects Certificate has been issued

The Adjudicator nominating body is	The Institution of Civil Engineers
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The <i>tribunal</i> is		litigation in the courts
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 with October 2020 amendments and the following additional conditions		
Only enter details here if additional conditions are required.		
Z1.0	Sub-contracting	
Z1.1	The <i>Contractor</i> submits the name of each proposed sub-contractor to the <i>Client</i> for acceptance. A reason for not accepting the sub-contractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted him.	
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of invoice.	
Z2.0	Environment Agency as a regulatory authority	
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.	
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees. The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent.	
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.	
Z3.0	Confidentiality & Publicity	
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement	
Z4.0	Correctness of Site Information	
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.	
Z5.0	The Contracts (Rights of Third Parties) Act 1999	
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.	
Z6.0	Design	
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.	
Z7.0	Change to Compensation Events	
Z7.1	Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors • 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 device or thing dropped from them 	
Z8.0	Framework Agreement	
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .	
Z9.0	Termination	
Z9.1	Payment on Termination	

	Replace Clause 92.3 with “If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments”.
Z10	Data Protection
Z10.1	Schedule 14 – Data Protection Schedule of the Deed of Agreement shall be incorporated into this Agreement.
Z10.2	A request or instruction pursuant to Schedule 14 by the <i>Project Manager</i> shall be treated as being a request or instruction by the <i>Client</i> .
Z10.3	For the avoidance of doubt, reference to Supplier in Schedule 14 is reference to the <i>Contractor</i> .
Z11	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12	<p>Inflation</p> <p>At the Contract Date the Client set total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.</p> <p>The number of Price Adjustments shall be equal to:</p> <p>The number of months between the Completion Date included at the Contract Date and the Contract Date.</p> <p>The proportion of Price Adjustment shall be equal to:</p> <p>The Client set total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p> <p>The proportion of Price Adjustment x [80% x Construction Output Price, Non-Housing Repair & Maintenance index – month rate]</p> <p>The Construction Output Price, Non-Housing Repair & Maintenance index – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the [Client set] total of the Prices.</p> <p>If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.</p>

Contract Data

The *Contractor's* Contract Data

		The <i>Contractor</i> is
Name		
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is		%
The <i>people rates</i> are	Per framework Rate book	
category of person	unit	rate
The <i>published list of Equipment</i> is		CECA
The <i>percentage for adjustment for Equipment</i> is		0%

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works 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

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Commercial Director

Signature

Date

28/04/2025

The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name

Position

Project Executive

Signature

Date

29th April 2025

Price List

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

If the *Contractor* 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: the Unit, Quantity and rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work 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.

Item Number	Description	Unit	Quantity
1	Homeowner Engagement	No. properties	34
2	Community Engagement drop in event	No. events	2
3	Works inspections survey	No. properties	34
4	Inputting into homeowner agreements	No. properties	34
5	Detailed design and preparation of individual property Scope	No. properties	34
6	Structural assessment	No. properties	0
7	Detailed design and preparation of Individual Property Scope, subject to Structural Assessment	No. properties	0
8	Wet testing	No. properties	7
9	Run through of operation of products for community property owners/occupiers	No. properties	34
10	Develop handover packs for products with operational instructions and warranties	No. properties	34
11	Kick off meeting to inform exact construction	No. meetings	1
1 Haddon Road, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
4 Haddon Road, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
6 Haddon Road, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
9 Haddon Road, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1

10 Haddon Road, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
Endcliffe Haddon Road, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
Greystones Haddon Road, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
Wicksop Lodge Haddon Road, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
Aylestone Wye Bank, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
Ford House Wye Bank, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
Park View Wye Bank, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
1 Wye Bank Grove, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
2 Wye Bank Grove, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
7 Wye Bank Grove, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
8 Wye Bank, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
22 Wye Bank, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
21 Wyedale Cres, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
Leawood 24 Wyedale Cres, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
25 Wyedale Cres, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
28 Wyedale Cres, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
39 Wyedale Cres, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
41 Wyedale Cres, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1

2 Riversdale, Belper	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
4 Riversdale, Belper	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
7 Riversdale, Belper	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
21 Riversdale, Belper	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
22 Riversdale, Belper	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
23 Riversdale, Belper	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
26 Riversdale, Belper	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
28 Riversdale, Belper	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
16A Riversdale, Belper	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
20A Riversdale, Belper	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
22A Riversdale, Belper	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
3 Haddon Road, Bakewell	Total price for order, supply and installation of PFR products (breakdown in Pricing Schedule) for single property	No. properties	1
12	Welfare	Wk	10.4
The total of the Prices			

The method and rules used to compile the Price List are PFR 2024 Framework pricing schedule. Any items not listed on the schedule will be priced separately.

The *Contractor* shall price each property (order, supply and installation of PFR products on each property) using the priced workbook, utilising the proposed measures outlined in the Lot 1 Surveys. The *Client* acknowledges that the *Contractor* will undertake their own surveys and that any additional changes in proposed measures will be treated as a Compensation Event (not subject to the fee percentage).

In the event of alternative proposed property measures from the Lot 1 survey, the *Contractor* shall price for the highest cost option.

Scope

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 *Contractor* will interpret it differently from the *Client's* intention.

1. Description of the works

The Scope of *works* is the provision of Property Flood Resilience (PFR) to reduce flood risk to 34 residential properties in Bakewell and Bullbridge areas of Derbyshire. Please refer to the Lot 1 survey reports and property information spreadsheet outlining individual addresses.

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

Review █████ Consultant's initial Lot 1 survey proposals and verify these via site visits. Use the site visits to take any measurements of openings on the ground to finalise dimensions of doors/other products outlined in █████ proposal (effectively do any detailed design required to confirm required products). Review and confirm with client and █████ as supervisor.

Identify and confirm site specific potential issues or hazards which may affect installation or health and safety.

Please refer to the appended Lot 1 RAB survey for specific proposed PFR measures prepared following an initial survey.

Design

The *Contractor* identifies appropriate PFR products and designs suitable installation methods for individual properties. PFR products combined with *Contractor's* Installation Design shall provide flood mitigation to the individual properties.

The *Contractor* submits the proposals of their design as the Individual Property Scope to the *Client* for acceptance. A reason for not accepting the *Contractor's* design(s) is that it does not comply with either this Scope or applicable law or Minimum Technical Requirements (MTR).

The *Contractor* does not proceed with the relevant work until the *Client* has accepted the proposed design.

The *Contractor* may submit complete Individual Property Scopes including design for acceptance individually, or in groups as work progresses.

LOT 2: DETAILED DESIGN AND INSTALLATION

The *Client* has a Lot 1 survey and report for each individual property through RAB. The *Client* requires the *Contractor* to confirm measurements / dimensions and ground truth all aspects of the Lot 1 survey design to their satisfaction.

Provision of Property Flood Resilience (PFR) services to mitigate flood risk by competent and independent installers – referred to as ‘appropriate persons’ by the PFR Code of Practice.

Under this Lot, the *Contractor* shall confirm the preferred PFR solution and carry out detailed design. Following approval from the *Client* and property owners and/or tenants, the *Contractor* shall install PFR interventions, in accordance with the submitted Design and Property Flood Resilience Minimum Technical Requirements (MTR).

The *Contractor* shall collaborate with the *Consultant* on the development and delivery of the PFR programme.

This Scope fulfils the requirements of the PFR Code of Practice including steps 5-6 of standard 3 (Options development and design), standard 4 (Construction) and standard 5 (commissioning and handover).

This Scope and Individual Property Scopes should be read in conjunction with and prepared in order that all works conform with the current PFR Code of Practice and Property Flood Resilience MTR.

OBJECTIVES

The *Client's* objective is to improve the flood resilience of each of the properties for their owners and/or tenants. Appropriate interventions to reduce the amount of water entering the property (RESISTANCE) or to limit the damage caused if water does enter the property (RECOVERABILITY) should be identified. Appropriate interventions that should be taken by the property owners and/or tenants to prepare for flooding should also be identified (PREPAREDNESS). Collectively, the PFR solution will provide the property owners and/or tenants with the tools to prepare and build back better after a flood.

The objectives of the *Contractor* are to:

- Confirm the preferred PFR solution, following engagement with the property owner and/or tenant, *Client*, and *Consultant*;
- If present, assess the effectiveness of any existing PFR measures and where appropriate, incorporate into the design;
- Carry out detailed design of the preferred PFR solution and produce a PFR Specification which meets the standard of the Property Flood Resilience MTR;
- Work collaboratively to ensure any changes, including design amendments, are managed effectively and in accordance with the Framework Agreement;
- Install, where appropriate, flood resistance and recoverability interventions in accordance with the PFR Specification;
- Work collaboratively with the *Consultant* to provide assurance of the PFR solution, including post installation testing in line with the Property Flood Resilience MTR;
- Ensure that the commissioning and handover process is completed in accordance with this Scope and the Property Flood Resilience MTR, including encouraging property owners and/or tenants to sign up for PFR maintenance; and
- Ensure that project closure is completed to the appropriate standard as determined by the *Client*.

KEY DELIVERABLES

Table 1 sets out the key deliverables required to fulfil the requirements of this Scope. The Property Flood Resilience MTR sets out the requirements of these key deliverables.

Table 1: Lot 2 key deliverables

Service	Key deliverable
Detailed design	Individual Property Scope / PFR Specification

	Inputting into Homeowner Agreement
	Works Inspection and quality check
	Community engagement event (Present and engage)
Construction / Installation	Installation and sign off of agreed PFR Measures at each individual property
	Wet Testing
Commissioning and handover	Handover pack including demonstration of measures to property owners / tenants
Reporting	Input and update to PFR Outcome Reporting Tool

DETAILS OF THE WORKS: DETAILED DESIGN

The *Contractor* shall:

- a. Attend a project Start-up meeting with the *Client*;
- b. Attend monthly progress meetings with the *Client*;
- c. Liaise with the *Client* and *Consultant* to ensure they fully understand the flood hazard affecting the property, construction form and its condition and property owner's and/or tenant's assessment;
- d. Attend a property owner and/or tenant demonstration day with the *Client* for each identified property.
- e. Confirm the preferred PFR solution by:
 - Arranging and attending a Works Inspection with the property owners and/or tenants;
 - Informing the *Client* at the earliest opportunity of any changes to the PFR solution and provide evidence to the *Consultant* and *Client* for written acceptance;
 - Confirming the preferred option via the completion of the Options Development Summary Agreement, in accordance with the PFR MTR.

No detailed design activities can commence until approved by the *Client*, following provision of a signed Options Development Summary Agreement, in accordance with the property flood resilience MTR.

Upon written acceptance of a signed Options Development Summary Agreement by the *Client*, the *Contractor* shall commence detailed design. The *Contractor* shall:

- a. Be responsible for the detailed design and specification of the preferred PFR solution under the Construction Design and Management Regulations (CDM);
- b. Use their own skill and judgment to identify what proprietary items will suit the specific needs of the properties and its owner and/or tenant in accordance with the property flood resilience MTR;
- c. Identify any hazards or site-specific factors that may impact the installation, methodology, or health and safety.
- d. Identify the need for, and commission, structural surveys as per the property flood resilience MTR;
- e. Identify the need for, and commission, all licences, authorisations, consents or permits required in relation to the performance of the PFR solution; and,
- f. Produce a PFR Specification in accordance with the property flood resilience MTR and deliver to the *Client* for written acceptance.

As part of the detailed design assurance process, the *Contractor* shall collaborate with the *Client* and *Consultant* to ensure that the PFR Specification meets the requirements of the Property Survey Report and the property flood resilience MTR.

Where detailed design is not accepted, update within two (2) weeks unless otherwise agreed in writing by the *Client*.

Upon written acceptance of the PFR Specification, the *Contractor* shall:

- a. Produce a Contract Scope and Contract Scope Written Summary for written acceptance by the *Client* and in accordance with the specification set out in the property flood resilience MTR.
- b. Distribute the Contract Scope Written Summary, with an appended Contract Scope Agreement, in the agreed format to the property owner and/or tenant following approval from the *Client*;

The *Client* is responsible for securing a signed Individual Property Scope Agreement from tenants / homeowners.

Orders cannot be placed until permitted by the *Client*, following written acceptance of the Individual Property Scope and provision of a signed Scope Agreement.

DETAILS OF THE WORKS: CONSTRUCTION OF PFR

Construction cannot commence until permitted by the *Client*.

The *Contractor* is responsible for the installation of the PFR solution in line with the manufacturer's specification and as identified in the PFR Specification, Contract Scope and the design. The *Contractor* shall:

- a. Undertake a condition survey of the property, land, and any other features, such as highway, which may be affected by the works. The *Contractor* shall:
 - i. Carry out the condition survey two (2) weeks before commencing work;
 - j. Give the *Client* and property owners and/or tenants one (1) week notice prior to undertaking the condition survey;
 - k. Ensure all photographs, surveys and inventories are date stamped and their location clearly defined;
 - l. Provide a copy of the condition survey to the *Client* and property owners and/or tenants for written acceptance; and,
 - m. Work cannot commence until the condition survey is accepted in writing by all parties.
- b. Use their skill and judgment to overcome site specific issues that arise during the construction process, where changes to the Individual Property Scope Summary are required the *Client* and property owners and/or tenants should be notified at the earliest opportunity.
- c. Where accidents or incidents arise, they must be reported in accordance with the SHEW Code of Practice and all applicable law;
- d. Where required, the condition survey should be updated and accepted in writing by all parties;
- e. Provide supervision for the works at each site to an appropriate level and duration to comply with the CDM Regulations and in line with the SHEW Code of Practice;
- f. Attend regular progress meetings with the *Client*. Frequency shall be a maximum of one (1) per week.
- g. Commissioning, all licences, authorisations, consents, or permits required in relation to the performance of the PFR solution;
- h. Identify and complete all snagging prior to the commencement of the commissioning and handover process;
- i. Provide the *Client* with a photographic record of each completed PFR intervention. This should be clearly presented on a property-by-property basis and be provided in full for each site location giving a comprehensive record of progress;
- j. Repeat the condition survey, as per the Scope. The *Contractor* shall:
 - i. Take before and after photos for each property's PFR installation;
 - ii. Identify any damage attributed to their activities;
 - iii. Engage with the *Client* and property owners and/or tenants to confirm any damage and required remediation;
 - iv. Upon agreement from the *Client* and property owners and/or tenants, remedy damage attributable to their activities; and,
 - v. The cost of making good any damage shall be met by the *Contractor*.
- k. Work collaboratively with the *Consultant* to update the PFR Outcome Reporting Tool for the project as per the Framework Schedule 9. No modifications are to be made to this template.

The *Contractor* shall complete post installation testing and assurances, in collaboration with the *Consultant*. The *Contractor* shall:

- a. Complete post installation wet testing on flood resistant door sets and flood barriers of 20% of properties. Post installation wet testing shall:
 - i. Be programmed in collaboration with the *Consultant* who shall witness a minimum of 50% of the *Contractor's* post installation wet testing programme. Properties to be wet tested shall be selected by the *Client*.
 - ii. Failures during wet testing will be considered a defect;
 - iii. In the event any wet tests fail, the *Contractor* shall rectify the installation to the satisfaction of the *Client* and re-wet test the property at no additional cost;
 - iv. Following failure of originally instructed wet tests, the *Contractor* may be instructed by the *Client* Project Manager to undertake additional wet tests. Where additionally instructed wet tests pass, the *Client* will pay for that wet test (at the agreed price book rate). There will be no payment for additional wet tests that fail, this will be at the *Contractor's* expense.
 - v. Be completed in accordance with the property flood resilience MTR;
 - vi. Be supported by a method statement that has been accepted by the *Client*, in writing, as part of the Individual Property Scopes;
 - vii. Be agreed with the property owners and/or tenants prior to commencement.
- b. Attend a Post Installation Audit, led by the *Consultant*, collaborating on its completion; and,
- c. Rectify any issues identified as part of the Post Installation Audit. Where required, condition photographs shall be taken at all stages and accepted in writing by the property owners and/or tenants prior to commencement.

DETAILS OF THE WORKS: COMMISSIONING AND HANDOVER

As part of the commissioning and handover process, the *Contractor* shall collaborate with the *Consultant* and *Client* to:

- a. Provide training on the operation, storage, and maintenance of installed PFR interventions to the property owners and/or tenants;
- b. Provide the property owners and/or tenants the option to sign up to after sales service including maintenance agreements. The *Contractor* must clearly advertise this service to property owners and/or tenants;
- c. Ensure the property owners and/or tenants are aware of the warranty periods associated with each intervention provided, in accordance with the property flood resilience MTR;
- d. Produce a Handover Pack, in accordance the property flood resilience MTR, and deliver this to the *Client* for their written acceptance. Publish to the property owners and/or tenants in the format agreed with the *Client*;
- e. Provide the relevant information to the *Consultant* for the Post Installation Flood Risk Report, in accordance with the property flood resilience MTR; and,
- f. Attend a Flood Exercise Day with the *Client* and *Contractor*.

The *Contractor* is to keep a stock of consumable spares for the PFR intervention installed, or to advise property owners and/or tenants where spares can be purchased directly from the manufacturer.

DETAILS OF THE WORKS: PROJECT CLOSURE

As part of the project closure process, the *Contractor* shall:

- a. Provide the relevant information to the *Consultant* to update the PFR Outcome Reporting Tool for the project as per the Framework Schedule 9. No modifications are to be made to this template;
- b. Ensure all project data and outputs are provided back to the *Client* and *Consultant*;
- c. Support the development of customer feedback activities with the *Client* and *Consultant*;
- d. Attend a lesson learnt workshop with the *Client* at the end of the contract to provide knowledge transfer and feedback to the *Client* on the PFR project, including contract management and key deliverables. The template provided in the Framework Schedule 9 should be used. No modifications are to be made to this template; and,
- e. Complete 360 Feedback Form, as per as per the Framework Schedule 9. No modifications are to be made to these templates.

CONSTRAINTS ON HOW THE CONTRACTOR PROVIDES THE SERVICES

Project deliverables shall be returned to the *Client* in an encrypted format (using WinZip 128-bit encryption) according to *Clients' Data*.

SERVICES AND OTHER THINGS PROVIDED BY THE CLIENT

The *Client* shall provide, as a minimum, the following:

- a. Available address data;
- b. Outputs of *Client* led community engagement including the Initial Property Questionnaire outputs;
- c. Hazard Assessment and Property Survey Report;
- d. Options Development Summary (Lot 1 Survey recommendations); and,
- e. Post flood incident report (where appropriate).

All data shared with the supplier remains the Intellectual Property of the Client.

Any material prepared by or on behalf of the *Contractor* for the purposes of the contract shall be the property of the *Client* and the *Contractor* shall have no rights, either expressed or implied therein. No use may be made by the *Contractor* of any material prepared for this contract without the *Clients'* prior agreement, except for purposes stated in this document.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
N/A		

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Minimum Technical Requirements	V13 Dated June 2024	
Minimum Technical Requirements Property Flood Resilience	Current	
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	September 2023	
Minimum Technical Requirements – Environment and Sustainability	March 2023	
(SHE) handbook for managing capital projects	March 2023	

4. Constraints on how the Contractor Provides the Works

<p>State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the <i>Client</i>.</p>							
<p>No works are to be undertaken on site without permission from the <i>Client</i>.</p>							
<p>Working times: The <i>Contractor</i> will be permitted to work between 07:30 and 18:00 on weekdays (Monday to Friday) or as agreed with the property owners and/or tenants and <i>Client</i>.</p>							
<p>5. Requirements for the programme</p>							
<p>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.</p>							
<p>State what the use of the <i>works</i> is intended to be at their Completion as defined in clause 11.2(1).</p>							
<p>The <i>Contractor</i> submits their programme with the <i>Contractor's</i> Offer for acceptance. The <i>Contractor</i> shows on each programme which they submit for acceptance on a monthly basis (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:</p> <ul style="list-style-type: none"> a) Period required for mobilisation/ planning & post contract award; b) Starting date; c) Each of the activities listed within the Price List; d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; <i>Contractor's</i> risks; e) Completion date. 							
<p>6. Services and other things provided by the <i>Client</i></p>							
<p>Describe what the <i>Client</i> will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.</p>							
<table border="1"> <thead> <tr> <th>Item</th> <th>Date by which it will be provided</th> </tr> </thead> <tbody> <tr> <td>Small Communities PFR Property Information</td> <td>TBC</td> </tr> <tr> <td>Lot 1 Surveys</td> <td>TBC</td> </tr> </tbody> </table>		Item	Date by which it will be provided	Small Communities PFR Property Information	TBC	Lot 1 Surveys	TBC
Item	Date by which it will be provided						
Small Communities PFR Property Information	TBC						
Lot 1 Surveys	TBC						
<p>7. Site Information</p>							
<p>Available site information is included in the Lot 1 <i>Consultant's</i> surveys and hazard assessment. Broadly, the location of the works spans two communities across the following roads: Bakewell, Derbyshire:</p> <ul style="list-style-type: none"> • Wye Bank • Wye Bank Grove • Haddon Road • Wyedale Crescent <p>Bullbridge, Derbyshire:</p> <ul style="list-style-type: none"> • Riversdale (Ambergate) 							

<u>Proposed sub-contractors</u>		
	Name and address of proposed subcontractor	Nature and extent of work
1.	Form of Contract:	
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	