

• **NEC4 Engineering and Construction Short Contract**

**Property Flood Resilience Framework 2024**

**A contract between**

**The Environment Agency  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH**

**And**

**For**

**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	Environment Agency	
Address for communications		
Address for electronic communications		
The <i>works</i> are	Provision and installation of Property Flood resilience measures (PFR) for 45 properties in Debenham, Suffolk, 1 property in Offton, Suffolk, 1 property in Stowmarket, Suffolk and 1 property in Horning, Norfolk. (48 properties in total)	
The <i>site</i> is	Debenham, Suffolk. (Debenham PFR Phase 2 project) (Plus Offton, Stowmarket and Horning)	
The <i>starting date</i> is	13 January 2026	
The <i>completion date</i> is	13 January 2027	
The <i>delay damages</i> are	£196.31	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	NA
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) <b>does</b> apply.		
The <i>Adjudicator</i> 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 <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> 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	

**Only enter details here if the *Client* is to provide insurance.**

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 £5,000,000 in respect of every claim without limit to the number of claims	
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 £2,000,000 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 £1,000,000 in respect of every claim without limit to the number of claims	The Defects Certificate has been issued

The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers
The <i>tribunal</i> is	litigation in the courts

The *conditions of contract* 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
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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.
<b>Z2.0</b>	<b>Environment Agency as a regulatory authority</b>
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.
<b>Z3.0</b>	<b>Confidentiality &amp; Publicity</b>
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement
<b>Z4.0</b>	<b>Correctness of Site Information</b>
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.
<b>Z5.0</b>	<b>The Contracts (Rights of Third Parties) Act 1999</b>
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.
<b>Z6.0</b>	<b>Design</b>
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.
<b>Z7.0</b>	<b>Change to Compensation Events</b>
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"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>
<b>Z8.0</b>	<b>Framework Agreement</b>
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> .
<b>Z9.0</b>	<b>Termination</b>
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”.
<b>Z10</b>	<b>Data Protection</b>
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> .
<b>Z11</b>	<b>Liabilities and Insurance</b>
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
<b>Z12</b>	<b>Inflation</b> At the Contract Date the <i>Client</i> 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. The number of Price Adjustments shall be equal to: The number of months between the Completion Date included at the Contract Date and the Contract Date. The proportion of Price Adjustment shall be equal to: The <i>Client</i> set total of the Prices at the Contract Date / The number of Price Adjustments Each time the amount due is assessed, the Price Adjustment shall be: The proportion of Price Adjustment x [80% x Construction Output Price, Non-Housing Repair & Maintenance index – month rate] 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 Provided always that the fixed number of Price Adjustments has NOT been exceeded. The Price Adjustment adjusts the [Client set] total of the Prices. 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.

# Contract Data

## The *Contractor's* Contract Data

The <i>Contractor</i> is		
Name	Flood Control (NI) Ltd	
Address for communications	[REDACTED]	
Address for electronic communications		
The <i>fee</i> percentage is		%
The <i>people</i> rates are		
category of person	unit	rate
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> is		

# 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 £868,027.62

**Enter the total of the Prices from the Price List.**

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 27/01/2026

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

Signed on behalf of the *Client*

Name

Position

Signature

Date 12/02/2026

**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.

Items must comply with Minimum Technical Requirements and Scope of Services (Schedule 12)

<b>Item Number</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Price</b>
1	Community engagement drop in event	Number	0		
2a	Options Development Summary including Homeowner Engagement and Works inspection as defined in the priced workbook. (Hard Copy)	Number	0		
2b	Options Development Summary including Homeowner Engagement and Works inspection as defined in the priced workbook. (Electronic Copy)	Number	48	1,047.19	50,264.90
3a	Contract scope including Detailed Design and preparation of Individual Property Scope (Hard copy) as defined in the priced workbook.	Number	48	10.47	502.58
3b	Contract scope including Detailed Design and preparation of Individual Property Scope (Electronic copy) as defined in the priced workbook.	Number	48	10.47	502.58
4a	PFR Specification including Inputting into Homeowner agreements (Hard copy) as defined in the priced workbook.	Number	0		
4b	PFR Specification including Inputting into Homeowner agreements (Electronic copy) as defined in the priced workbook.	Number	48	52.36	2,513.37
5a	Hetas Certification as defined in the priced workbook	Number	Contractor to populate when pricing based on Lot 1 surveys	523.60	0.00
5b	Gas Safe Certification as defined in the priced workbook	Number	8	523.60	4,188.78
5c	Building regulation Certification as defined in the priced workbook	Number	0		
5d	Electrical Certification as defined in the priced workbook	Number	Contractor to populate when pricing based on Lot 1 surveys	-	-

5e	OFTEC Certification as defined in the priced workbook	Number	Contractor to populate when pricing based on Lot 1 surveys	-	-
5f	Asbestos Survey as defined in the priced workbook	Number	5 commercial properties and Contractor to agree an approach for the remaining residential properties.	157.08	785.38
5g	Structural Assessment as defined in the priced workbook		0		
6	Wet testing	Number	20% of products (approx. 30 measures)	418.87	12,985.10
7	Homeowner training to include run through of operation of products for community property owner/ occupiers	Number	48	0	0
8	Develop Homeowner Handover Packs for products including operational instructions and warranties etc.	Number	48	62.83	3,015.94
9	Sourcing and provision of welfare unit	Number	1	-	-
10	Obtain Listed Building consent	Number	7	-	-
11	Total Price for order, supply and installation of indicative PFR products below (details in Pricing Schedule)			-	-
	<b>FLOOD DOORS</b>				
	Single white UPVC flood resistant doorset - solid	Number	1	2,303.81	2,303.81
	Single white UPVC flood resistant doorset - fully glazed	Number	1	3,403.35	3,403.35
	Single white UPVC flood resistant doorset - half glazed	Number	8	3,403.35	27,226.84
	Single white UPVC flood resistant doorset - small window	Number	2	2,722.68	5,445.36
	Single coloured UPVC flood resistant doorset - fully glazed	Number	1	2,984.48	2,984.48
	Single white composite flood resistant doorset - fully glazed	Number	3	4,031.67	12,095.00
	Single white composite flood resistant doorset - half glazed	Number	2	4,031.67	8,063.33
	Single coloured composite flood resistant doorset – solid	Number	19	4,712.33	89,534.25
	Single coloured composite flood resistant doorset - fully glazed	Number	1	4,712.33	4,712.33

	<i>Single coloured composite flood resistant doorset - half glazed</i>	<i>Number</i>	18	4,712.33	84,821.92
	<i>Single coloured composite flood resistant doorset - small window</i>		32	4,712.33	150,794.53
	<i>Double white UPVC flood resistant doorset - fully glazed</i>	<i>Number</i>	19	4,031.67	76,601.66
	<i>Double coloured UPVC flood resistant doorset - fully glazed</i>	<i>Number</i>	31	4,398.18	136,343.53
	<b>FLOOD WINDOWS</b>				
	<i>White flood resistant UPVC window, width 1800mm, height greater than 2100mm and up to 2250mm</i>	<i>Number</i>	3	1,884.93	5,654.80
	<i>Coloured flood resistant UPVC window, width 1800mm, height greater than 2100mm and up to 2250mm</i>	<i>Number</i>	1	2,094.37	2,094.37
	<i>Coloured flood resistant UPVC window, width 1350mm, height greater than 2100mm and up to 2250mm</i>	<i>Number</i>	1	1,308.98	1,308.98
	<i>Coloured flood resistant UPVC window, width 1050mm, height greater than 2100mm and up to 2250mm</i>	<i>Number</i>	1	1,021.00	1,021.00
	<b>DOOR BARRIERS</b>				
	<i>Provision and installation of flood barrier for "multiple sections fitted to pre-installed frame" type door/window barrier, width 0.9m to less than 1.2m. Ref: E</i>	<i>Number</i>	5	2,879.76	14,398.79
	<i>Provision and installation of flood barrier for "multiple sections fitted to pre-installed frame" type door/window barrier, width 1.2m to less than 1.5m. Ref: E</i>	<i>Number</i>	1	2,879.76	2,879.76
	<i>Provision and installation of flood barrier for "multiple sections fitted to pre-installed frame" type door/window barrier, width 1.5m to less than 2.0m. Ref: E</i>	<i>Number</i>	6	2,722.68	16,336.09
	<i>Provision and installation of flood barrier for "multiple sections fitted to pre-installed frame" type door/window barrier, width 2.0m to less than 2.5m. Ref: E</i>	<i>Number</i>	2	3,403.35	6,806.71
	<i>Provision and installation of flood barrier for "multiple sections fitted to pre-installed frame" type door/window barrier, width 2.5m to less than 3.0m. Ref: E</i>	<i>Number</i>	3	4,188.74	12,566.22
	<b>AIR BRICK REPLACEMENTS</b>				
	<i>Provision and installation of automatic closing airbrick of standard brick size, including removal and disposal of existing airbrick, and all necessary modifications to install replacement.</i>	<i>Number</i>	92	125.66	11,561.11

	<i>Provision and installation of automatic closing airbrick of <b>double</b> standard brick size, including removal and disposal of existing airbrick, and all necessary modifications to install replacement.</i>	Number	1	251.33	251.33
	<b>AIR VENT COVERS</b>				
	<i>Provision and installation of flood resistant air vent cover less than 0.05m<sup>2</sup> size, including all necessary modifications to install.</i>	Number	16	345.57	5,529.15
	<i>Provision and installation of flood resistant air vent cover 0.05m<sup>2</sup> or greater but less than 0.1m<sup>2</sup> size, including all necessary modifications to install.</i>	Number	6	345.57	2,073.43
	<i>Provision and installation of flood resistant air vent cover 0.1m<sup>2</sup> or greater but less than 0.2m<sup>2</sup> size, including all necessary modifications to install.</i>	Number	6	476.47	2,858.80
	Weep Vents	Number	78	209.44	628.31
	<b>WATERPROOFING</b>				
	<i>Waterproof spray to external walls, external perimeter 15m or greater</i>	Number	44	523.59	23,037.86
	<i>Waterproof render to single skin wall including, preparation of surfaces, waterproofing tape to joints and painted finish for up to 5m<sup>2</sup> wall area</i>	Number	5	628.31	3,141.56
	<i>Waterproof render to single skin wall including, preparation of surfaces, waterproofing tape to joints, including all metal trims in to corners &amp; stops and painted finish for between 5m<sup>2</sup> and 10m<sup>2</sup> wall area</i>	Number	1	628.31	628.31
	<i>Application of sealant to individual utility entry points. (per entry point).</i>	Number	87	20.94	1,821.84
	<b>NON RETURN VALVES</b>				
	<i>Provide and install 100mm diameter full port non return valve in existing chamber, including breaking out and benching of chamber to suit amendments.</i>	Number	41	314.15	12,880.17
	<i>Provide and install 10mm diameter non return valve to external waste pipe.</i>	Number	3	15.71	47.13
	<i>Provide and install 20mm diameter non return valve to external waste pipe.</i>	Number	10	73.30	733.02
	<i>Provide and install 40mm diameter non return valve to external waste pipe.</i>	Number	53	89.01	4,717.69
	<i>Provide and install 50mm diameter non return valve to external waste pipe.</i>	Number	3	89.01	267.04
	<i>Provide and install 110mm diameter non return valve to external waste pipe.</i>	Number	1	314.15	314.15

	<b>PUMPS</b>				
	<i>Provision of electric dewatering / puddle sucking pump for internal use within property with 10 metre length of flexible hose for discharge of water.</i>	Number	77	314.15	24,189.60
	<i>Provision and installation of electric sump pump with sump in sub-floor void space and permanent pipework for discharge of water. Including all electrical works and certification.</i>	Number	23	837.75	19,268.21
	<b>Extra items – Future Compensation Event</b>				
	<i>Potential additional skin of brick to properties, pending results of Structural Surveys. This will be treated as a known Compensation Event to be instructed later, if required.</i>	Number	14	851.66	11,923.17
<b>The total of the Prices</b>					<b>868,027.62</b>

*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 in Appendix 1 (Order, Supply and Installation of PFR products on each property) using the priced workbook, utilising the proposed measures outlined in the Lot 1 survey. 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).*

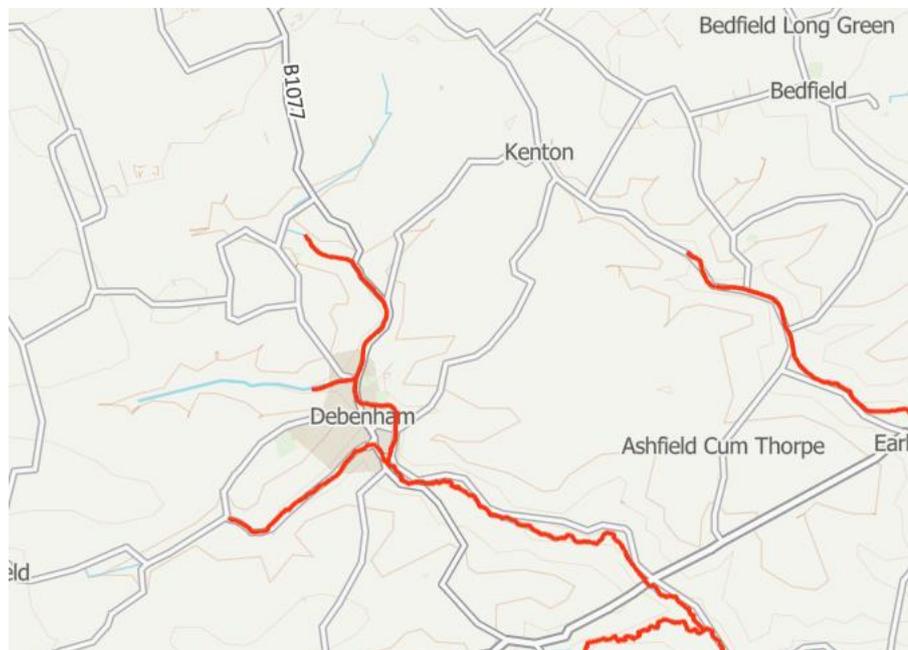
**Please note this valuation is inclusive of the Year 3 rate increase of 2.9%**

# 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 Contractor will design and deliver PFR measures to 45 properties spread across the village of Debenham, Suffolk and the surrounding area. 43 of these are residential properties (6 Listed properties), and 2 are commercial properties (1 Listed property). The project also includes a single residential property in the village of Offton, Suffolk, and a commercial property in Stowmarket, Suffolk and a commercial property in Horning, Norfolk.*



*Map of Debenham and the surrounding area, with main rivers shown in red.*

*Information provided in "Section 2: drawings" provides a summary of the PFR measures identified by the Lot 1 surveys. The Lot 1 surveys themselves, carried out by JBA Consulting, are also referenced in "Section 2: drawings" and will be provided. . The need for structural surveys has been identified in the Lot 1 reports as some of the buildings are of non-conventional design. These structural surveys have been undertaken by Stirling Maynard and the findings will need to inform the design of the PFR measures.*

### **Design**

*The Contractor designs the parts of the works which the Scope states they are to design.*

*The Contractor submits the particulars of their design as the Scope requires to the Client for acceptance. A reason for not accepting the Contractor's design is that it does not comply with either the Scope or the applicable law.*

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

The Contractor may submit their design for acceptance in parts if the design of each part can be assessed fully.

## LOT 2: DETAILED DESIGN AND INSTALLATION

Under this Lot, the Contractor shall confirm the preferred PFR solution and carry out detailed design. Following approval from the Client and property owner and/or tenant, the Contractor shall install PFR interventions, in accordance with the 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 should be read in conjunction with the PFR Code of Practice and property flood resilience Minimum Technical Requirements.

The Clients objective is to improve the flood resilience of a property and its owner and/or tenant. 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 owner and/or tenant to prepare for flooding should also be identified (PREPAREDNESS). Collectively, the PFR solution will provide the property owner and/or tenant with the tools to prepare and build back better after a flood.

2.2 The objectives of the Contractor are to:

- i. confirm the preferred PFR solution, following engagement with the property owner and/or tenant, Client, and Consultant;
- ii. Assess the effectiveness of any existing PFR measures and where appropriate, incorporate into the design;
- iii. carry out detailed design of the preferred PFR solution and produce a PFR Specification which meets the standard of the property flood resilience MTR;
- iv. work collaboratively to ensure any changes, including design amendments, are managed effectively and in accordance with the Framework Agreement;
- v. install, where appropriate, flood resistance and recoverability interventions in accordance with the PFR Specification;
- vi. work collaboratively with the Consultant to provide assurance of the PFR solution, including post installation testing in line with the property flood resilience MTR;
- vii. ensure that the commissioning and handover process is completed in accordance with this scope and the property flood resilience MTR, including encouraging property owner and/or tenants to sign up for PFR maintenance; and
- viii. ensure that project closure is completed to the appropriate standard.

## **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: Key deliverables- Lot 2

<b><u>Service</u></b>	<b><u>Key deliverable</u></b>
<b><u>Detailed design</u></b>	Optional Community engagement event (Present and engage) as directed by the Client
	_Works Inspections of existing property and produce Individual Property Scope / PFR Specification
	_Complete design review in collaboration with the Client and Lot 1 Delivery Partner
	Agree PFR Measures and costs

	Inputting into Homeowner Agreement
<u>Construction</u>	Provide, Instal and sign off completed agreed PFR Measures at each individual property
	Wet Testing as identified by the Client  <i>Please note that the following items are to be considered as Compensation Events:</i> <ul style="list-style-type: none"> <li>• Listed building consents;</li> <li>• Welfare units.</li> </ul>
<u>Commissioning and handover</u>	Complete Handover pack and Homeowner Training
<u>Reporting</u>	Input and update to PFR Outcome Reporting Tool  Complete and return Post Installation Questionnaire

The Contractor shall:

- ix. attend a project Start-up meeting with the Client;
- x. attend monthly fortnightly progress meetings with the Client;
- xi. 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 and/or tenant assessment;
- xii. attend a property owner and/or tenant demonstration day with the Client;
- xiii. confirm the preferred PFR solution by:
- xiv. arranging and attending a Works Inspection with the property owner and/or tenant;
- xv. 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;
- xvi. confirming the preferred option via the completion of the Options Development Summary Agreement, in accordance with the property flood resilience 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:

- xvii. be responsible for the detailed design and specification of the preferred PFR solution under the [Construction Design and Management Regulations \(CDM\)](#);
- xviii. use their own skill and judgment to identify what proprietary items will suit the specific needs of the property and its owner and/or tenant in accordance with the property flood resilience MTR;
- xix. identify the need for, and commission, structural surveys as per the property flood resilience MTR;
- xx. identify the need for, and commission, all licences, authorisations, consents or permits required in relation to the performance of the PFR solution; and,
- xxi. 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 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:

- xxii. 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.
- xxiii. 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;
- xxiv.

*The Client is responsible for securing a signed Scope Agreement.*

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

*Construction cannot commence until permitted by the Client.*

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

- xxv. 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:
  - a. carry out the condition survey two (2) weeks before commencing work;
  - b. give the Client and property owner and/or tenant one (1) week notice prior to undertaking the condition survey;
  - c. ensure all photographs, surveys and inventories are date stamped and their location clearly defined;
  - d. provide a copy of the condition survey to the Client and property owner and/or tenant for written acceptance; and,
  - e. Work cannot commence until the condition survey is accepted in writing by all parties.
- xxvi. use their skill and judgment to overcome site specific issues that arise during the construction process, where changes to the Contract Scope Summary are required the Client and property owner and/or tenant should be notified at the earliest opportunity.
- xxvii. where accidents or incidents arise, they must be reporting in accordance with the [SHEW Code of Practice](#). Where required, the condition survey should be updated and accepted in writing by all parties;
- xxviii. 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;
- xxix. attend regular progress meetings with the Client. Frequency shall be a maximum of one (1) per week.
- xxx. commission, all licences, authorisations, consents or permits required in relation to the performance of the PFR solution;
- xxxi. identify and complete all snagging prior to the commencement of the commissioning and handover process;
- xxxii. 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;
- xxxiii. repeat the condition survey, as per Section 5.2 (a). The Contractor shall:
- xxxiv. identify any damage attributed to their activities;
- xxxv. engage with the Client and property owner and/or tenant to confirm any damage and required remediation;
- xxxvi. upon agreement from the Client and property owner and/or tenant, remedy damage attributable to their activities; and,
- xxvii. The cost of making good any damage shall be met by the Contractor.
- xxviii. 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:*

- xxxix. Complete post installation wet testing on flood resistant doorsets and flood barriers of 20% of products. (Likely to be the larger, potentially un-certified flood doors). Post installation wet testing shall:
  - xl. be programmed in collaboration with the Consultant who shall witness a minimum of 50% of the Contractors post installation wet testing programme
  - xli. Failures during Wet testing will be considered a defect
  - xlii. 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.
  - xliii. 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 Contractors expense.
- xliv.

- xliv. be in completed in accordance with the property flood resilience MTR;
- xlvi. be supported by a method statement that has been accepted by the Client, in writing, as part of the Contract Scope;
- xlvii. be agreed with the property owner and/or tenant prior to commencement.
- xlviii. Wet testing should be carried out no sooner than 10 days or no later than 6 months after installation.
- xliv. attend a Post Installation Audit, led by the Consultant, collaborating on its completion; and,
- l. rectify any issues identified as part of the Post Installation Audit within one month of notification to the satisfaction of the client and Lot 1 consultant. Where required, pre-condition photographs shall be taken and accepted in writing by the property owner and/or tenant prior to commencement.

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

- li. provide training on the operation, storage, and maintenance of installed PFR interventions to the property and/or tenant;
- lii. provide the property owner and/or tenant the option to sign up to after sales service including maintenance agreements;
- liii. ensure the property owner and/or tenant is aware of the warranty periods associated with each intervention provided, in accordance with the property flood resilience MTR;
- liv. produce a Handover Pack, in accordance the property flood resilience MTR, and deliver to the Client for written acceptance. Publish to the property owner and/or tenant in the format agreed with the Client;
- lv. provide the relevant information to the Consultant for the Post Installation Flood Risk Report, in accordance with the property flood resilience MTR; and,
- lvi. 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, which may be purchased by the homeowner, or to advise property owners and/or tenant where spares can be purchased directly from the manufacturer.

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

- lvii. 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;
- lviii. ensure all project data and outputs are provided back to the Client, in a format requested by the Client;
- lix. support the development of customer feedback activities with the Client and Consultant;
- lx. 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 as per the Framework Schedule 9 should be used. No modifications are to be made to this template; and,
- lxi. complete 360 Feedback Form, as per as per the Framework Schedule 9. No modifications are to be made to these templates.

All model and survey information shall be provided to the Consultant in an encrypted format (using WinZip 128 bit encryption) according to Clients' Data.

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

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

- lxii. available address data;
- lxiii. outputs of Client led community engagement including the Initial Property Questionnaire outputs;
- lxiv. Hazard Assessment and Property Survey Report;
- lxv. Options Development Summary; and,
- lxvi. 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 expressly or impliedly therein. No use may be

made by the Contractor of any material prepared for this contract by them, for purposes other than those stated in this document without the Clients' prior agreement.

## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
Excel spreadsheet of PFR measures required for each property		Appendix 1: Summary of PFR measures required for each property based on Lot 1 surveys
PDF documents of Lot 1 surveys for each property		JBA's Lot 1 PFR surveys for each property

## 3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Minimum Technical Requirements	V12 Dated December 2021	

## 4. Constraints on how the Contractor Provides the Works

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 Client.

### Working times

The Contractor will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday) or as agreed with the Homeowner and Client.

## 5. Requirements for the programme

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

State what the use of the works is intended to be at their Completion as defined in clause 11.2(1).

The Contractor submits his programme with the Contractor's Offer for acceptance. The Contractor shows on each programme which he submits 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:

- (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; Contractor's risks.
- (e) Completion date

## **6. Services and other things provided by the Client**

Describe what the Client will provide, such as services (including water and electricity) and "free issue" Plant and Materials and equipment.

<b>Item</b>	<b>Date by which it will be provided</b>
N/A	

## **7. Site Information**

Debenham PFR Phase 2 PCI, including JBA hazard assessment\_v0.2


- Proposed sub-contractors

	<i>Name and address of proposed subcontractor</i>	<i>Nature and extent of work</i>
1.	<i>Form of Contract:</i>	
2.	<i>Form of Contract:</i>	
3.	<i>Form of Contract:</i>	
4.	<i>Form of Contract:</i>	