



Professional Service Contract

Contract Data Forms

June 2017

Template version history

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

Contract Execution

This agreement is made between the *Client*, the *Consultant* and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and FPS Environmental Limited for Lot 1 PFR Framework Surveys.

The *Consultant* offers to Provide the Services in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

The *Consultant* was appointed to the Property Flood Resilience Framework 2024 and executed the framework agreement.

Executed under hand

by

 . (*Client*)

 (*Consultant*)



.

.

.

(FPS Environmental Ltd)

Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017 and in accordance with Property Flood Resilience Framework 2024.

Main Option	<div>A</div>	Option for resolving and avoiding disputes	<div>W2</div>
Secondary Options	<div>X2 Changes in the Law X7 Delay Damages X10 Information Modelling X18 Limitation of Liability Y(UK)2, The Housing Grants Construction and Regeneration Act 1996 Y(UK)3, The Contracts (Rights of Third Parties) act 1999 <i>additional conditions of contract</i> Z1 Disputes Z2 Prevention Z3A&C Disallowed Costs Z4 Liabilities and Risks Z5 Assignment Z6 Compliance with Legislation Z7 Data Protection Z8 Requirements for Invoice Z9 Risks and Insurance</div>		
The <i>service</i> is	<div>Performing Lot 1 PFR Surveys in line with the CIRA C790 Code of Practice (Stages 1,2 and 6)</div>		

The *Client* is

Name

Environment Agency

Address for communications

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

enquiries@environment-agency.gov.uk

The *Service Manager* is

Name

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The Scope is in

[PFR FPS - Lot 1 PSC Scope for Erringden
PFR](#)

The <i>language of the contract</i> is	<div>English</div>		
The <i>law of the contract</i> is the law of	<div>England and Wales, subject to the jurisdiction of the courts of England and Wales</div>		
The <i>period for reply</i> is	<div>2 weeks</div>	except that	
• The <i>period for reply</i> for	<div>n/a</div>	is	<div>n/a</div>
• The <i>period for reply</i> for	<div>n/a</div>	is	<div>n/a</div>

The *period for retention* is

6

 year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

Not used

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 a stated *condition* by a *key date*

The *key dates* and *conditions* to be met are

	<i>condition</i> to be met	<i>key date</i>
(1)	<div>Not used</div>	<div></div>
(2)	<div>Not used</div>	<div></div>
(3)	<div>Not used</div>	<div></div>

If Option A is used

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

4 weeks

Option C or E is used

3 Time

The *starting date* is

10/10/2024

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

	access	access date
(1)	Fastdraft	Starting date
(2)	A-Site	31/01/2025

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

4 weeks

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

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

31/12/2025

If no programme is identified in part two of the Contract Data

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is

4 weeks

4 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is

4 weeks, if not previously provided by the *Consultant*

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

52 weeks

5 Payment

The *currency of the contract* is the

£ sterling

The *assessment interval* is

Monthly

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

item	amount

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

Base

rate of the

Bank of England

bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used

The period within which payments are made is

1 Month

6 Compensation events

If there are additional

These are additional compensation events

None

8 Liabilities and insurance

If there are additional
Client's liabilities

These are additional *Client's* liabilities

(1) Not used

(2) Not used

(3) Not used

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	<div></div> in respect of each and every claim, without limit to the number of claims	<div></div>
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	<div></div> in respect of each and every occurrence and include an 'indemnity in principal clause'.	<div></div>
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	<div></div> in respect of each and every occurrence and to include and indemnity to principal clause'.	<div></div>

The *Consultant* provides these additional insurances

(1) Insurance against	
Minimum amount of cover is	
The deductibles are	n/a
(2) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
(3) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a

The *Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters is limited to

Resolving and avoiding disputes

The *tribunal* is

If the *tribunal* is arbitration

The <i>arbitration procedure</i> is	<input type="text" value="to be confirmed"/>
The place where arbitration is to be held is	<input type="text" value="to be confirmed"/>

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

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 *Adjudicator* is

Name

Address for communications

to be confirmed

Address for electronic communications

to be confirmed

The *Adjudicator nominating body* is

Institution of Civil Engineers

X2: Changes in the law

If Option X2 is used

The *law of the project* is

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

X5: Sectional Completion – not used

X7: Delay damages – not used

X8: Undertakings to Others – not used

X10: Information modelling – not used

X18: Limitation of liability

If Option X18 is used

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

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

The *end of liability date* is years after the Completion of the whole of the *service*

Y(UK)1: Project Bank Account

Charges made and interest
by the *project bank*

The *Consultant* **is** to pay any charges made and to be paid any interest paid by the paid
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 date on
which payment becomes
due

The period for payment is days after the date on which payment becomes due

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

If Option Y(UK)3 is used

term

beneficiary

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

The *additional conditions of contract* are:

Z 1 Disputes:

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

Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replace with:

The service is affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power
- Strikes, riots and civil commotion not confined to the employees of the *Consultant* and sub consultants,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

Z 3A Disallowed Costs

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

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

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.

Each certified payment is made by the later of:

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z9 Risks and Insurance

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

PART TWO – DATA PROVIDED BY THE CONSULTANT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *Consultant* is

Name	FPS Environmental Limited
Address for communications	The Pastures Criffin Enterprise Park Epperstone Nottinghamshire NG14 6AT
Address for electronic communications	enquiries@FPSEnvironmental.co.uk

The *fee percentage* is %

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

The *key persons* are

Name (1)	<input type="text"/>
Job	<input type="text"/>
Responsibilities	<input type="text"/>
Qualifications	<input type="text"/>
Experience	<input type="text"/>
Name (2)	<input type="text"/>
Job	<input type="text"/>
Responsibilities	<input type="text"/>
Qualifications	<input type="text"/>
Experience	<input type="text"/>

The following matters will be included in the Early Warning Register

2 The Consultant’s main responsibilities

If the Consultant is to provide Scope	The Scope provided by the Consultant is in	PFR FPS - Lot 1 PSC Scope for Erringden PFR
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5 Payment

If the Consultant states expenses	The expenses stated by the Consultant are any								
	<table><tr><td>item</td><td>amount</td></tr><tr><td><input type="text"/></td><td><input type="text"/></td></tr><tr><td><input type="text"/></td><td><input type="text"/></td></tr><tr><td><input type="text"/></td><td><input type="text"/></td></tr></table>	item	amount	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
item	amount								
<input type="text"/>	<input type="text"/>								
<input type="text"/>	<input type="text"/>								
<input type="text"/>	<input type="text"/>								
If Option A or C is used	The activity schedule is								
	Activity and Pricing Schedule								

Resolving and avoiding disputes

The Senior Representatives of the Consultant are	
Name (1)	<input type="text"/>
Address for communications	<input type="text"/>
Address for electronic communications	<input type="text"/>
Name (2)	<input type="text"/>
Address for communications	<input type="text"/>
Address for electronic communications	<input type="text"/>

X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data

The *information execution plan* identified in the Contract Data is

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

named suppliers are

The total of the Prices

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

The scope assumes an initial 47 properties but has the flexibility to increase if required by the Client.

Number of initial properties	Price per property	Price of services for initial properties	Potential price of services including additional properties
47 properties			

Environment Agency
NEC4 professional services contract (PSC)
Scope

Project / contract Information

Project name	Erringden Hillside
Project SOP reference	██████████
Contract reference	
Date	17.01.2024
Version number	1.1
Author	██████████

Revision history

Revision date	Summary of changes	Version number
14.11.2024	First issue	1.0
17.01.2024	Second issue	1.1

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The *services* are to be compliant with the version of the Minimum Technical Requirements.

Document	Document Title	Version No	Issue date
	PFR Minimum Technical Requirements	V2	LIT 68963 - Property Flood Resilience Minimum Technical Requirements
LIT 16559	SHEW CoP	V6.0	SHEW CoP

1 DETAILS OF THE SCOPE

1.1 Background

Erringden Hillside is located along the southern edge of Hebden Bridge in the Calder Valley (see Figure 1 below). The upper slopes of the hillside are predominantly used for agriculture with wooded areas on the mid slopes providing a buffer between the more developed lower slopes. The impacts of industrialisation associated with the milling industry are evident with the Rochdale Canal and the Calderdale railway flanking the River Calder within a narrow corridor along the valley bottom.

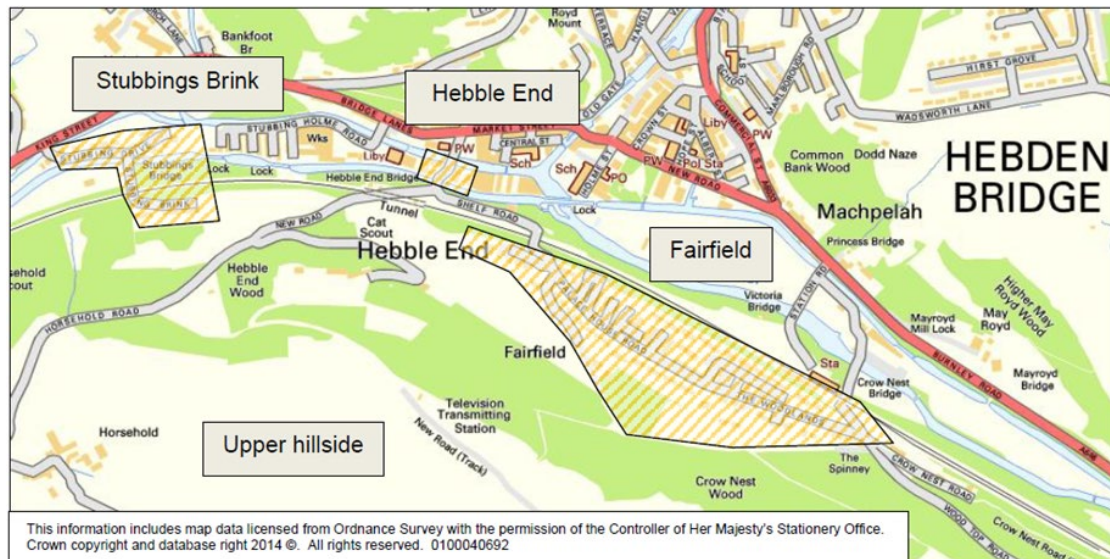


Figure 1 - Location of works at Erringden Hillside in relation to Hebden Bridge

The network of footpaths and access tracks on the steep catchment provides efficient routes for surface water to flow down the hillside to the urbanised areas of Hebden Bridge. The three areas within the study have been flooded in recent years. The most notable event was June 2012 when existing drainage infrastructure was unable to cope with the volumes of surface water, resulting in flooding to a large number of properties. In December 2015 flooding was widespread across Hebden Bridge whilst surface water runoff affected the key study areas, the intensity was generally less than in 2012. Additional flooding has occurred in both 2019 and 2020.

1.2 Objectives

- a) Provision of Property Flood Resilience (PFR) services to mitigate flood risk by competent and independent surveyors – referred to as ‘appropriate persons’ by the PFR Code of Practice.
- b) Under this Lot, the *Consultant* shall confirm the eligibility and suitability of PFR interventions by carrying out a detailed hazard assessment and property survey, as specified within this scope. Providing an overview of the solution, the *Consultant* shall advise the *Client* throughout its development and recommend recoverability and preparedness interventions to compliment the resistance interventions designed and installed by the *Client*’s Principal Contractor. The *Consultant* shall collaborate with the *Client*’s Principal Contractor to ensure the installation of the solution has been carried out to the appropriate standard and that the property owner and/or tenant has the information required to operate and maintain the solution.

- c) Where required, the *Client* may commission PFR effectiveness surveys. These may be required in response to flooding or in communities with historic PFR interventions. The *Consultant* shall engage with the local delivery team and community to develop a lesson learnt report on the effectiveness of PFR and community resilience, in accordance with the property flood resilience Minimum Technical Requirement (MTR).
- d) The *Consultant* shall collaborate with the *Client's* Principal Contractor on the development and delivery of the PFR programme.
- e) This scope fulfils the requirements of the PFR Code of Practice standard 1 (Hazard assessment), standard 2 (Property survey), steps 1-4 of standard 3 (Options development and design) and standard 5 (Commissioning and handover).

This scope should be read in conjunction with the PFR Code of Practice and property flood resilience MTR.

1.3 Outcome Specification

The *Client's* 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.

The objectives of the *Consultant* are to:

- a) confirm eligibility and suitability of PFR as a solution to reduce the consequence of flooding
- b) identify, where appropriate, generic resistance interventions with associated indicative costs along with supporting recoverability and preparedness recommendations
- c) work collaboratively with the *Contractor* to provide assurance of the PFR solution and its handover to the property owner and/or tenant, advising the *Client* throughout
- d) ensure that project closure is completed to the appropriate standard
- e) work collaboratively to carry out lessons learnt reporting following a flood incident to determine the effectiveness of PFR.

1.4 Outcomes Required

Table 1 sets out the key deliverables required to fulfil the requirements of this scope. The PFR MTR sets out the requirements of these key deliverables.

Service	Key deliverable
Survey and Options	Hazard Assessment and Property Survey Report & Options Development Summary
Commissioning, handover, and project closure	Post Installation Flood Risk Report
Incident management	PFR effectiveness surveys (where required)

Table 1: Key deliverables – Lot 1

The *Consultant* shall:

- a) identify the preferred PFR solution, in accordance with the property flood resilience MTR, for the purpose of finalising the business case and commissioning the *Client's* *Principal Contractor*.
- b) liaise with the *Client* and homeowner/occupier to ensure they fully understand the Property Survey Report and Options Development Summary, including assumptions made.

The *Client's* *Principal Contractor* is responsible for confirming the preferred PFR solution and securing a signed Options Development Summary Agreement from the property owner and/or tenant and *Client* prior to the commencement of detailed design and construction.

Additionally, the *Consultant* shall:

- a) attend a project Start-up meeting with the *Client*
- b) attend monthly progress meetings with the *Client*
- c) review the outputs of *Client* led community engagement including the Initial Property Questionnaire
- d) attend a PFR community event with the *Client*
- e) carry out a hazard assessment, in accordance with the property flood resilience MTR, to determine how flooding may threaten the property
- f) confirm the eligibility of the property for the delivery of PFR, based on the criteria defined by the *Client*
- g) carry out a property survey, in accordance with the property flood resilience MTR, to determine the suitability of the property for the delivery of PFR interventions
- h) document the findings of the hazard assessment and property survey in a Property Survey Report, in accordance with the property flood resilience MTR
- i) complete an Options Development Summary, including the Option Costing Tool, in accordance with the property flood resilience MTR, to identify available options for a PFR solution (outline design) and their indicative cost
- j) submit the draft Property Survey Report and Options Development Summary, simultaneously, to the *Client* for review

- k) amend the Property Survey Report and Options Development Summary where required following feedback from the Client
- l) submit the final Property Survey Report and Options Development Summary, simultaneously, to the Client for written acceptance; and,
- m) upon written acceptance from the *Client*, distribute the Property Survey Report and Options Development Summary, in the agreed format to the property owner and/or tenant.

The *Client* has 10 working days to review the Property Survey Report and Options Development Summary and provide feedback to the *Consultant*.

2 DETAILS OF THE SERVICES: DETAILED DESIGN AND CONSTRUCTION

As part of the detailed design assurance process, the *Consultant* shall collaborate with the *Client's* Principal Contractor to ensure that the PFR Specification meets the requirements of the Property Survey Report and the property flood resilience MTR. Any proposed amendments to the Options Development Summary should be documented and evidenced within a change control log and accepted by the *Client*.

As part of the construction and installation assurance process, the *Consultant* shall:

- a) witness a minimum of 50% of the *Client's* Principal Contractors post installation testing programme and provide evidence to the *Client* that this has been completed to the specification set out in the property flood resilience MTR.
- b) carry out a Post Installation Audit, attended by the *Client's* Principal Contractor, in accordance with the PFR MTR. Where the audit cannot be signed off, inform the *Client* at the earliest opportunity.

3 DETAILS OF THE SERVICES: INCIDENT MANAGEMENT

After a flood, the *Client* may be interested in the effectiveness of historic PFR installations. The *Consultant* shall work collaboratively to carry out lessons learnt reporting.

The *Consultant* shall:

- a) engage with the local delivery team
- b) engage with the community and individual property owners and/or tenants
- c) produce a lesson learnt report that:
 - summarises the flood event, following the source>pathway>receptor model
 - summarises the incident response
 - identifies properties that experienced flood water against the external fabric of the building
 - identifies, for those properties experiencing internal flooding, the ingress route / mechanism
 - assesses the effectiveness of PFR, including recoverability and preparedness interventions
 - assesses the level of community preparedness
 - identifies additional actions to improve the resilience of the community and individual property and/or tenants; and,
 - identifies wider lessons learnt including, but not limited to, processes, products, installation, and emergency response.

4 CONSTRAINTS ON HOW THE CONSULTANT PROVIDES THE SERVICES

- a) All model and survey information shall be provided to the *Consultant* in an encrypted format (using WinZip 128-bit encryption) according to *Client's* Data.
- b) Project deliverables shall be returned to the *Client* in an encrypted format (using WinZip 128-bit encryption) according to *Client's* Data.
- c) All submissions should be made via the Asite platform. The *Client* is to provide the Consultant with the necessary access within 10 working days of the starting date.

5 SERVICES AND OTHER THINGS PROVIDED BY THE CLIENT

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

- a) flood warning and community preparedness data, including plans for future work;
- b) outputs of Client led community engagement including the Initial Property Questionnaire outputs
- c) available address data
- d) property threshold data (if available), including a statement of data quality
- e) flood hazard data (if available), including a statement of data quality.

All data shared with the *Consultant* remains the Intellectual Property of the *Client*.

Any material prepared by, or on behalf, of the *Consultant* for the purposes of the contract shall be the property of the *Client* and the *Consultant* shall have no rights, either expressly or impliedly therein. No use may be made by the *Consultant* of any material prepared for this contract by them, for purposes other than those stated in this document without the *Clients'* prior agreement.

6 CONSTRAINTS ON HOW THE CONSULTANT PROVIDES THE SERVICES

The *Consultant* shall ensure that appropriate use is made of existing data, to avoid duplicating work already undertaken. Relevant *Client* data is identified in Appendix A. In addition, any other existing sources known to the *Consultant* should be utilised.

7 EXCLUSIONS

No specific exclusions are specified.

8 SPECIFICATIONS OR STANDARDS TO BE USED

Title	Date Revision	or	Tick if publicly available
Minimum Technical Requirements	V13	(June 2024)	LIT 13258 - Minimum Technical Requirements.docx
CDM Regulations			<input checked="" type="checkbox"/>
SHEW CoP	V	(Nov 2024)	LIT 16559 - Safety, Health, Environment and Wellbeing (SHEW) Code of Practice.docx
CIRIA - Code of Practice for Property Flood Resilience	Edition 2, 2020		Item Detail

9 SPECIFIC PROJECT REQUIREMENTS

Properties in scope for the Consultant can be found in Appendix 5.

10 SERVICES AND OTHER THINGS PROVIDED BY THE CLIENT

Any material prepared by or on behalf of the *Consultant* for the purposes of the contract shall be the property of the *Client* and the *Consultant* shall have no rights, either expressly or impliedly therein. No use may be made by the *Consultant* of any material prepared for this contract by them, for purposes other than those stated in this document without the *Client's* prior agreement

11 APPENDIX LIST

Appendix 1 - Post Installation Flood Risk Report
Appendix 2 - PFR Outcome Reporting Tool
Appendix 3 – a lesson learnt workshop
Appendix 4 - 360 Feedback Form
Appendix 5 – Eligible Property list
Appendix 6 – Cost schedule (pricing list)
Appendix 7 – Activity schedule