

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

M3 Global Flood Technologies Ltd
9a Wassage Way,
Hampton Lovett Industrial Estate,
Droitwich,
Worcestershire.
WR9 0NX.

Company Number:

For

Work Inspection, detail design, procurement and installation of PFR for up to 22 properties.

Project Name: Wessex PLP

Project Number: ENVIMSW002064

Contract Name: Wessex PFR 2025 Lot 2 Package 2

Contract number: C29422

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	Environment Agency, Rivers House, Sunrise Business Park, Blandford, Dorset. DT11 8ST.	
Address for electronic communications	[REDACTED]@environment-agency.gov.uk	
The <i>works</i> are	Provision and installation of Property Flood Resilience measures (PFR) for 17 properties: Britford (x9), Rockbourne (x4) and Sopley (x4). Plus, the provision and installation of 8 Accoya doors. (Nunney x1, Castle Combe x2 and Sydling St Nicholas x5.)	
The <i>site</i> is	EA Wessex Area: Britford, (Wiltshire), Rockbourne, (Hampshire), Sopley, (Dorset) and accoya door sites at Nunney (Somerset), Castle Combe (Wiltshire) and Sydling St Nicholas (Dorset)	
The <i>starting date</i> is	26 th June 2025	
The <i>completion date</i> is	28 th June 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		0%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply.		
The <i>Adjudicator</i> is: the person appointed as follows:		
<p>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.</p>		

Contract Data

The *Client's* Contract Data

The interest rate on late payment is	0.5	% per complete week of delay.
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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
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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 £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	6 years following Completion of the whole of the <i>works</i> or earlier termination

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 <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	

	<ul style="list-style-type: none"> • 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	<p>Payment on Termination</p> <p>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".</p>
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 Contractor is	
Name	M3 Global Flood Technologies Limited	
Address for communications	9a Wassage Way, Hampton Lovett, Droitwich, WR9 ONX	
Address for electronic communications	[REDACTED]@m3floodtec.com	
The fee percentage is	[REDACTED]	%
The people rates are	As Framework rate year 2 + NI Increase April 2025	
category of person	unit	rate
The published list of Equipment is		
The percentage for adjustment for Equipment 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		£221,422.55
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Enter the total of the Prices from the Price List.	
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Signed on behalf of the Contractor

Name

Position

Managing Director

Signature

Date

26/06/2025

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

Signed on behalf of the Client

Name

Position

Project Executive/Sponsor

Signature

Date

24/06/2025

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	Rate	Price (£)
1-Nunney NUNN 007	Total Price for Accoya door x1. (Detailed Design, Order, Supply, Installation, Homeowner Training and Handover pack)	No. Doors	1		
1-Castle Combe CCOM 025	Total Price for Accoya doors x2. (Detailed Design, Order, Supply, Installation, Homeowner Training and Handover pack.)	No. Doors	2		
1-Sydling St Nicholas SYDL 032	Total Price for Accoya door x1. SYDL 032 x1. (Detailed Design, Order, Supply, Installation, Homeowner Training and Handover packs.)	No. Doors	1		
1-Sydling St Nicholas SYDL 035	Total Price for Accoya doors x2. SYDL 035 x2. (Detailed Design, Order, Supply, Installation, Homeowner Training and Handover packs.)	No. Doors	2		
1-Sydling St Nicholas SYDL 049	Total Price for Accoya doors x2. SYDL 049 x2. (Detailed Design, Order, Supply, Installation, Homeowner Training and Handover packs.)	No. Doors	2		
2	Homeowner Engagement (Refers to Item 7 below)	No. Properties	17		
3	Community Engagement/Drop In events. (Refers to Item 7 below)	No. Properties	3		
4	Works Inspections. (Refers to Item 7 below)	No. Properties	17		
5	Inputting into Homeowner agreements. (Refers to Item 7 below)	No. Properties	17		
6	Detailed Design and preparation of Individual Property Scope. (Refers to Item 7 below)	No. Properties	17		

7. BRIT 001	Total Price for Order, supply and installation of PFR products (breakdown in Pricing Schedule) for single Property.	No. Properties	1		
7. BRIT 002	Total Price for Order, supply and installation of PFR products (breakdown in Pricing Schedule) for single Property.	No. Properties	1		
7. BRIT 003	Total Price for Order, supply and installation of PFR products (breakdown in Pricing Schedule) for single Property.	No. Properties	1		
7. BRIT 004	Total Price for Order, supply and installation of PFR products (breakdown in Pricing Schedule) for single Property.	No. Properties	1		
7. BRIT 005	Total Price for Order, supply and installation of PFR products (breakdown in Pricing Schedule) for single Property.	No. Properties	1		
7. BRIT 007	Total Price for Order, supply and installation of PFR products (breakdown in Pricing Schedule) for single Property.	No. Properties	1		
7. BRIT 009	Total Price for Order, supply and installation of PFR products (breakdown in Pricing Schedule) for single Property.	No. Properties	1		
7. BRIT 010	Total Price for Order, supply and installation of PFR products (breakdown in Pricing Schedule) for single Property.	No. Properties	1		
7. BRIT 011	Total Price for Order, supply and installation of PFR products (breakdown in Pricing Schedule) for single Property.	No. Properties	1		
7. ROCK 001	Total Price for Order, supply and installation of PFR products (breakdown in Pricing Schedule) for single Property.	No. Properties	1		
7. ROCK 003	Total Price for Order, supply and installation of PFR products (breakdown in Pricing Schedule) for single Property.	No. Properties	1		
7. ROCK 004	Total Price for Order, supply and installation of PFR products (breakdown in Pricing Schedule) for single Property.	No. Properties	1		
7. ROCK 005	Total Price for Order, supply and installation of PFR products (breakdown in Pricing Schedule) for single Property.	No. Properties	1		
7. SOPL 001	Total Price for Order, supply and installation of PFR products (breakdown in Pricing Schedule) for single Property.	No. Properties	1		
7. SOPL 002	Total Price for Order, supply and installation of PFR products (breakdown in Pricing Schedule) for single Property.	No. Properties	1		
7. SOPL 003	Total Price for Order, supply and installation of PFR products (breakdown in Pricing Schedule) for single Property.	No. Properties	1		
7. SOPL 004	Total Price for Order, supply and installation of PFR products (breakdown in Pricing Schedule) for single Property.	No. Properties	1		
8	Wet testing (minimum 20%). (Refers to Items 1 and 7 above).	No. Properties	5		
9	Homeowner training. A run through of the operation of the products for property owner/occupiers. (Refers to Items 7 above).	No. Properties	17		
10	Handover packs. Develop and provide handover packs for products with	No. Properties	17		

	operational instructions and warranties etc. (Refers to Items 7 above).				
11	Kick-off meeting to inform exact construction requirements. (Refers to Items 1 and 7 above).	No. Meetings	1	████████	████████
12	Accoya door Works Inspections. (Refers to Item 1 above)		1	████████	████████
The total of the Prices				£221,422.55	

The method and rules used to compile the Price List are **PFR 2024 Framework pricing schedule Yr2 + NI Uplift 2025**.

Any items not listed on the schedule will be priced separately.

Scope

1. Description of the works

The scope of works is the provision of Property Flood Resilience (PFR) to reduce flood risk for up to 22 residential properties as per the Price List above:

Britford (x9 properties), Rockbourne (x4 properties) and Sopley (x4 properties).

and

Provision and installation of x8 Accoya doors at Nunney (x1 door at x1 property), Castle Combe (x2 doors at x1 property) and Sydling St Nicholas (x5 doors at x3 properties)

Please refer to the Lot 1 PFR Survey Reports and Site information spreadsheets 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 JBA's initial Lot 1 survey proposals and verify these on a site visit. Use the site visit to take any measurements of openings on the ground to finalise dimensions of doors/other products outlined in JBA's

proposal (effectively do any detailed design required to confirm the required products). Review and confirm with the client and JBA as supervisor.

Please refer to the appended Lot 1 JBA surveys for specific proposed PFR measures prepared following JBA's initial survey.

Design

The *Contractor* shall design the parts of the works which the Scope states it is to design.

The *Contractor* shall submit 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* shall not proceed with the relevant work until the *Client* has accepted his design.

The *Contractor* may submit its 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 -all parties 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.

OBJECTIVES

The *Client's* objective is to improve the flood resilience of the properties and 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) must be identified. Appropriate interventions that should be taken by the property owner and/or tenant to prepare for flooding must also be identified (PREPAREDNESS). Collectively, the PFR solution must provide the property owner and/or tenant with the tools to prepare and build back better after a flood.

2.2The objectives of the *Contractor* are to:

- confirm the preferred PFR solution, following engagement with the property owner and/or tenant, *Client*, and JBA as supervisor,
- 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 all parties 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 owner and/or tenants to sign up for PFR maintenance; and
- 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

Service	Key deliverable
Detailed design	Work inspections and Option Development Summary Agreement and attend community Drop In events
	PFR Specification & Inputting into the Homeowner Agreement
	Contract Scope
	Contract Scope Written Summary
Construction	Provision and Installation. Inspection, quality checks and then sign off of the agreed PFR measures at each individual property.
Commissioning and handover	Homeowner training and handover pack. Wet Testing. 12 month Post Installation inspection.

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 all parties to ensure they fully understand the flood hazard affecting the property, its construction form and condition and the property owner's and/or tenant's assessment;
- d. attend a property owner and/or tenant demonstration day with the *Client*;
- e. confirm the preferred PFR solution by:
 - arranging and attending a Works Inspection with the property owner and/or tenant;
 - informing the *Client* at the earliest opportunity of any changes to the PFR solution and provide evidence to the Lot 1 supplier and *Client* for written acceptance; and

- 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:

- be responsible for the detailed design and specification of the preferred PFR solution under the Construction Design and Management Regulations (CDM);
- 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;
- identify the need for, and commission, structural surveys as per the property flood resilience MTR;
- identify the need for, and commission, all licences, authorisations, consents or permits required in relation to the performance of the PFR solution; and
- 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 all parties to ensure that the PFR Specification meets the requirements of the Property Survey Report and the Property Flood Resilience MTR.

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

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

- 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; and
- 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 Scope Agreement.

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

DETAILS OF THE WORKS: CONSTRUCTION of PFR

Construction must not 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:

- 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:
 1. carry out the condition survey two (2) weeks before commencing work;

2. give the *Client* and property owner and/or tenant one (1) week notice prior to undertaking the condition survey;
 3. ensure all photographs, surveys and inventories are date stamped and their location clearly defined;
 4. provide a copy of the condition survey to the *Client* and property owner and/or tenant for written acceptance; and,
 5. 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, following which any changes to the Contract Scope Summary must be notified to the *Client* and property owners and/or tenants at the earliest opportunity.
 - c. report accidents or incidents in accordance with the SHEW Code of Practice. Where required, the condition survey must be updated and accepted in writing by all parties;
 - d. 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;
 - e. attend regular progress meetings with the *Client*. Frequency shall be a maximum of one (1) per week;
 - f. commission, all licences, authorisations, consents or permits required in relation to the performance of the PFR solution;
 - g. identify and complete all snagging prior to the commencement of the commissioning and handover process;
 - h. provide the *Client* with a photographic record of each completed PFR intervention. This must be clearly presented on a property-by-property basis and be provided in full for each site location;
 - i. repeat the condition survey, as per Section 5.2 (a). The *Contractor* shall:
 - i. identify any damage attributed to their activities;
 - ii. engage with the *Client* and property owner and/or tenant to confirm any damage and required remediation;
 - iii. upon agreement from the *Client* and property owner and/or tenant, remedy damage attributable to their activities; and,
 - iv. pay or allow the cost of making good any damage.
 - j. Work collaboratively with all parties 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 all parties. The *Contractor* shall:

- a. complete post installation wet testing on flood resistant doorsets and flood barriers of 20% of properties. Post installation wet testing shall:
 - i. be programmed in collaboration with all parties to include the Lot. supplier, who shall witness a minimum of 50% of the *Contractor's* post installation wet testing programme;
 - ii. be completed in accordance with the property flood resilience MTR;
 - iii. be supported by a method statement that has been accepted by the *Client*, in writing, as part of the Contract Scope; and

- iv. be agreed with the property owner and/or tenant prior to commencement.
- b. attend a Post Installation Audit, led by the *Client*, collaborating on its completion; and,
- c. rectify any issues identified as part of the Post Installation Audit. Where required, pre-condition photographs shall be taken and submitted for acceptance in writing by the property owner and/or tenant prior to commencement.

DETAILS OF THE WORKS: COMMISSIONING AND HANDOVER

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

- a. provide training on the operation, storage, and maintenance of installed PFR interventions to the property and/or tenant;
- b. provide the property owner and/or tenant the option to sign up for after sales service including maintenance agreements;
- c. 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;
- d. produce a Handover Pack, in accordance with the property flood resilience MTR, and deliver to the *Client* for written acceptance. Following acceptance, publish it to the property owner and/or tenant in the format agreed with the *Client*;
- e. provide the relevant information to the *Client* and the Lot. 1 supplier 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 the Lot. 1 supplier.

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 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 *Client* and the Lot 1. Supplier, 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*, in a format requested by the *Client*;
- c. support the development of customer feedback activities with the *Client* and the Lot.1. supplier.
- 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 a 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

All model and survey information shall be provided to the *Contractor* 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*.

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; and
- e. Post flood incident report (where appropriate).

All data shared with the *Contractor* 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 *Client's* prior agreement.

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, June 2024	
Minimum Technical Requirements Property Flood Resilience	05 November 2024	
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

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*.

No works are to be undertaken on site without permission from the *Client*.

Working times

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday).

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* shall submit his programme with the *Contractor's Offer* for acceptance. The *Contractor* must show on each programme which he submits for acceptance on a monthly basis (in the form of a 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.

Item	Date by which it will be provided
N/A	N/A

7. Site Information

PFR Site information tables for properties at Britford, Rockbourne and Sopley.
PFR Site information tables for the Accoya doors at properties in Nunney, Castle Combe and Sydling St Nicholas

Lot 1 PFR surveys for all relevant properties.

Britford, Rockbourne and Sopley PFR Programme.
Accoya doors PFR Programme

Britford, Rockbourne and Sopley Risk Registers.
Accoya doors Risk Registers

Proposed sub-contractors

	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:	