

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – South West Hub

A contract between

The Environment Agency
Manley House,
Kestrel Way,
Sowton Industrial Estate,
Exeter,
EX2 7LQ.

And

For

DCIS-FOF- Lot 1 - H & T Package 22-23

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	Manley House, Kestrel Way, Sowton Industrial Estate, Exeter, EX2 7LQ.	
Address for electronic communications		
The <i>works</i> are	Package of projects described in site specific packs for Bealsmill, Carnwood, Duckaller C and Ludbrook	
The <i>site</i> is	Details included in site specific pack for below sites. <ul style="list-style-type: none"> - Bealsmill Gauging Station - Carnwood Gauging Station - Duckaller C Gauging Station - Ludbrook Gauging Station 	
The <i>starting date</i> is	The four main projects are to be determined by the successful Contractor's programme but no earlier than 1 June 2023.	
The <i>completion date</i> is	To be determined by the successful Contractor's programme but no later than 30 th September 2023.	
The <i>delay damages</i> are	as described in the Contract Data Section of the Site Specific Pack	Per day
The <i>period</i> for reply is	8	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	nil	%

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply
The <i>Adjudicator</i> is :
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		% per complete week of delay.
Insert a rate only if a rate less than 0.5% per week of delay has been agreed.		
For any one event, the liability of the Contractor to the Client for loss of or damage to the Client's property is limited to	£100,000	
The Client provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the works	The replacement cost	The Client's certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The Contractor's liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's 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 Contractor arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the Contractor to use the skill and care normally used by professionals providing works similar to the works	Minimum £500,000 in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination

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 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 subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor 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 them.	
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 (unless stated otherwise in the Scope). 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.	
Z6.2	The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.	
Z6.3	<p>The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>	
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.	
Z7.0	Change to Compensation Events	
Z7.1	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <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 	

	<ul style="list-style-type: none"> • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>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>
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	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.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
Z30.0	<p>Material Price Volatility</p> <p>The <i>Client</i> recognises the likely pricing uncertainty in relation to materials for the period from October 2022 to 30 September 2023 the <i>Client</i> will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.</p>
Z30.1	<p>Defined terms</p> <p>a) The Latest Index (L) is the latest index as issued by the <i>Client</i>. The L, which is at the discretion of the <i>Client</i>, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.</p> <p>b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.</p> <p>c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.</p>
Z30.2	<p>Price Volatility Provision</p> <p>Through a Compensation Event the <i>Client</i> shall pay the PVP. PVP is calculated as:</p> $\text{Assessment} \times \text{MF} \times \text{L} = \text{PVP}$
Z30.3	<p>Price Increase</p> <p>Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date (PWDD) for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.</p>
Z30.4	<p>Compensation Events</p> <p>The <i>Contractor</i> shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the September 2023 period compensation event.</p>

Assessment Date	Defined Cost?	Forecasted Cost?
31 st Oct 22	In period costs only	No
30 th Nov 22	In period costs only	No
31 st Dec 22	In period costs only	No
31 st Jan 23	In period costs only	No
28 th Feb 23	In period costs only	No
31 st Mar 23	In period costs only	No
30 th Apr 23	In period costs only	No
31 st May 23	In period costs only	No
30 th Jun 23	In Period costs only	No
31 st Jul 23	In period costs only	No
31 st Aug 23	In period costs only	No
30 th Sept 23	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
- the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Amalgamated Construction Ltd	
Address for communications	Whaley Road, Barugh, Barnsley, South Yorkshire, S75 1HT	
Address for electronic communications	estimating@amcogiffen.co.uk	
The fee percentage is	■	%
The people rates are	Framework Rates	
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 £841,352.80

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 19.01.23

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

Signed on behalf of the *Client*

Name

Position

Signature

Date 27/03/2023

Price List – Bealsmill Gauging Station

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.

Bealsmill Gauging Station

Item Number	Description	Unit	Quantity	Rate	Price
1.01	Provide design of in river temporary works	SUM	1	1,387.46	1,387.46
1.02	Provide method of safely moving materials from Roadside to embankment	SUM	1	4,017.62	4,017.62
1.03	CDM documentation for Client acceptance/ approval (including CPP, RAMS, Temp Works)	SUM	1	Included	
1.04	Contact WPD to investigate and arrange isolation/ protection for the duration of the works	SUM	1	Included	
1.05	Preconstruction ecological check	SUM	1	1,328.33	1,328.33
1.06	Provide a concise photographic pre-construction condition survey report	SUM	1	Included	
1.07	Preparatory works and protection including site set up, heras fencing, parking and welfare provision	SUM	1	8,924.85	8,924.85
1.08	Access track preparation which may require removal of topsoil and laying of hardcore	SUM	1	4,218.50	4,218.50
1.09	Design of temporary cofferdams	SUM	1	1,004.41	1,004.41
1.10	Installation of temporary cofferdams	SUM	1	30,558.40	30,558.40
1.11	Cut and form access ramp to base of new wall to eliminate risks associated with working in 2m controlled zone	SUM	1	4,017.62	4,017.62
1.12	Installation of RHB new concrete retaining wall 8m extension from the end of the existing wall to link in with the natural bend of the riverbank	SUM	1	31,036.14	31,036.14
1.13	Provide boulder/ rock protection at base of wall c7.5m long in total. Stones to be sourced from Pilsamoor Quarry, Egloskerry, Launceston.	SUM	1	4,318.94	4,318.94
1.14	Installation upstream soft engineering and bank protection	SUM	1	10,546.26	10,546.26
1.15	Provide and install new standard D50 gauge board by Shelly Signs, 54 Cartmel Drive, Harlscott, Shrewsbury	SUM	1	652.86	652.86
1.16	Removal and replacement of the cable way compound post and rail. This is to include 8 posts, with 4 rails between the posts and topped	SUM	1	2,008.81	2,008.81

	with barbed wire to become a like for like (repaired) replacement.				
1.17	Finishing Works, removal of cofferdam, fencing etc	SUM	1	3,013.22	3,013.22
1.18	Provision of as constructed record i.e., photographic record and mark up of construction drawings	SUM	1	Included	
1.19	Withdraw from site, remove any hardcore used on access track and replace topsoil to make good the track back to original condition or better	SUM	1	3,214.10	3,214.10
1.20	Contractor input into Health and Safety File	SUM	1	Included	
1.21	Risk allowance to cover changes from design supplied and site visit undertaken before tender – Please refer to TQ9	SUM	1	5,000.00	5,000.00
1.22	Back office staff costs to include, but not limited to the following, tender preparation, schedule creation, sub-supplier engagement, programme and change management including all CE's raised	SUM	1	21,732.48	21,732.48
1.23	Agreed markup of sub-supplier's costs	SUM	1		16,437.60
The total of the Prices				153,417.61	

Price List - Carnwood Gauging Station

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.

Carnwood Gauging Station

Item Number	Description	Unit	Quantity	Rate	Price
2.01	Provide method of safely moving materials from Roadside to embankment	SUM	1	7,030.84	7,030.84
2.02	CDM documentation for Client acceptance/ approval (including CPP, RAMS, Temp Works)	SUM	1	Included	
2.03	Preconstruction ecological check	SUM	1	1,328.33	1,328.33
2.04	Provide a concise photographic pre-construction condition survey report	SUM	1	Included	
2.05	Preparatory works and protection including site set up, heras fencing, parking and welfare provision	SUM	1	9,527.50	9,527.50
2.06	Access track repairs to make safe for construction plant, materials, and operatives	SUM	1	11,550.67	11,550.67
2.07	Access track preparation which may require removal of topsoil and laying of hardcore	SUM	1	4,218.50	4,218.50
2.08	Design of temporary cofferdams	SUM	1	2,391.87	2,391.87
2.09	Installation of temporary cofferdams	SUM	1	40,429.90	40,429.90
2.10	Remedial works to LHB Upstream	SUM	1	8,286.35	8,286.35
2.11	Remedial works to LHB Downstream	SUM	1	12,555.07	12,555.07
2.12	Remedial works to RHB Upstream including large additional area identified during the site visit. Removal of wooden plank and visible section of drainage tube.	SUM	1	6,177.10	6,177.10
2.13	Remedial works to LHB Downstream	SUM	1	6,403.09	6,403.09
2.14	Reconstruction of exit from the weir to repair the damage	SUM	1	4,268.72	4,268.72
2.15	Remedial works to the downstream Apron	SUM	1	12,052.87	12,052.87
2.16	Removal of the existing solar panels from the roof of the cabinet/ hut and replacement with a full array of solar panels to fill the full roof area of the cabinet/ hut. PROV SUM	SUM	1	6,026.43	6,026.43
2.17	Finishing Works, removal of cofferdam, fencing etc	SUM	1	1,004.41	1,004.41

2.18	Provision of as constructed record i.e., photographic record and mark up of construction drawings	SUM	1	Included	
2.19	Withdraw from site, remove any hardcore used on access track and replace topsoil to make good the track back to original condition (after track repairs (2.06) or better	SUM	1	3,013.22	3,013.22
2.20	Contractor input into Health and Safety File	SUM	1	Included	
2.21	Risk allowance to cover changes from design supplied and site visit undertaken before tender Please refer to TQ9	SUM	1	5,000.00	5,000.00
2.22	Back office staff costs to include, but not limited to the following, tender preparation, schedule creation, sub-supplier engagement, programme and change management including all CE's raised	SUM	1	23,360.11	23,360.11
2.23	Agreed markup of sub-supplier's costs	SUM	1		19,755.00
2.24	Management of Design and installation of a fish pass – Design and installation to be undertaken by Fishtek (Please note, this item may be removed during the evaluation phase so should not include any general project overhead costs as the contractor will not have the option to review the other costs) PROV SUM	SUM	1	74,235.00	74,235.00
The total of the Prices				258,614.96	

Price List – Duckaller C Gauging Station

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.

Duckaller C Gauging Station

Item Number	Description	Unit	Quantity	Rate	Price
4.01	Provide method of safely moving materials	SUM	1	4,017.62	4,017.62
4.02	CDM documentation for Client acceptance/ approval (including CPP, RAMS, Temp Works)	SUM	1	included	
4.03	Preconstruction ecological check	SUM	1	1,328.33	1,328.33
4.04	Provide a concise photographic pre-construction condition survey report	SUM	1	included	
4.05	Preparatory works and protection including site set up, heras fencing, parking and welfare provision	SUM	1	13,344.24	13,344.24
4.06	Access track preparation which may require removal of topsoil and laying of hardcore	SUM	1	4,218.50	4,218.50
4.07	Removal and disposing of existing timber post and rail fencing	SUM	1	1,506.61	1,506.61
4.08	Design of temporary cofferdams and temporary bypass water flow	SUM	1	2,391.87	2,391.87
4.09	Installation of temporary cofferdams and temporary bypass water flow system	SUM	1	7,030.84	7,030.84
4.10	Demolition and removal of existing concrete weir	SUM	1	14,363.00	14,363.00
4.11	Construction of new concrete weir	SUM	1	90,253.89	90,253.89
4.12	Construction of new stilling well inlet pipe	SUM	1	Not Priced	
4.13	Construction of bed lining, bank reinstatement and soft engineering	SUM	1	4,821.15	4,821.15
4.14	Installation of a wooden post and rail fence on the RHB along the bank edge to extend over the tracked access, this to include gated (lockable access)	SUM	1	502.20	502.20
4.15	Relocation of telemetry equipment from existing timber box into new telemetry cabinet. A new electrical cabinet to be mounted above the flood level water line to house both the EA and SW water electrical equipment. EA and SWW equipment to be in separate compartments. PROV SUM	SUM	1	33,848.47	33,848.47

4.16	Power for the electrical equipment shall be via solar with a battery backup. Sufficient solar panels are to be included to ensure the battery maintains charge for a minimum of 4 months (including winter months). PROV SUM	SUM	1	10,044.06	10,044.06
4.17	Installation of new EA level benchmark (EA to free issue standard datum benchmark)	SUM	1	652.86	652.86
4.18	Provide and install new standard D50 gauge board by Shelly Signs, 54 Cartmel Drive, Harlscott, Shrewsbury	SUM	1	421.85	421.85
4.19	Installation of new post and rail timber fence on the LHB. Fence to extend to cover the tracked access, this to include gated (lockable access)	SUM	1	5,524.23	5,524.23
4.20	Access steps to be included from both the RHB and LHB to the river. These access steps are to be contained within the EA compound.	SUM	1	3,917.18	3,917.18
4.21	Radar to be mounted to a stable structure above the river, high enough to clear flood levels. The radar is to be designed and manufactured to enable safe maintenance without the requirement to work in the water. The structure is also to locate the SW water sensor. Each sensor to be independently maintainable without effecting the readings of the other sensor. PROV SUM	SUM	1	5,022.03	5,022.03
4.22	Finishing Works, removal of cofferdam, temporary water flow, fencing etc (Ensure water flow returns as expected)	SUM	1	2,611.45	2,611.45
4.23	Provision of as constructed record i.e., photographic record and mark up of construction drawings	SUM	1	included	
4.24	Withdraw from site, remove any hardcore used on access track and replace topsoil to make good the track back to original condition or better	SUM	1	3,013.22	3,013.22
4.25	Contractor input into Health and Safety File	SUM	1	included	
4.26	Risk allowance to cover changes from design supplied and site visit undertaken before tender Please refer to TQ9	SUM	1	5,000.00	5,000.00
4.27	Back office staff costs to include, but not limited to the following, tender preparation, schedule creation, sub-supplier engagement, programme and change management including all CE's raised	SUM	1	28,243.00	28,243.00
4.28	Agreed markup of sub-supplier's costs	SUM	1		29,049.19
The total of the Prices				271,125.80	

Price List – Ludbrook Gauging Station

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.

Ludbrook Gauging Station

Item Number	Description	Unit	Quantity	Rate	Price
5.01	Provide method of safely moving materials	SUM	1	4,017.62	4,017.62
5.02	CDM documentation for Client acceptance/ approval (including CPP, RAMS, Temp Works)	SUM	1	included	
5.03	Preconstruction ecological check	SUM	1	1,328.33	1,328.33
5.04	Provide a concise photographic pre-construction condition survey report	SUM	1	included	
5.05	Preparatory works and protection including site set up, heras fencing, parking and welfare provision	SUM	1	6,112.52	6,112.52
5.06	Access track preparation which may require removal of topsoil and laying of hardcore	SUM	1	4,218.50	4,218.50
5.07	Design of temporary cofferdams	SUM	1	2,391.87	2,391.87
5.08	Installation of temporary cofferdams	SUM	1	37,877.29	37,877.29
5.09	Remedial works to LHB	SUM	1	5,584.50	5,584.50
5.10	Remedial works to RHB revetment	SUM	1	5,584.50	5,584.50
5.11	Remedial works to weir crest Option 1 – 5753/CB/203 (only 1 off 5.11 or 5.12 to be included in final costs)	SUM	1	Not Priced – Option 2 selected	-
5.12	Remedial works to weir crest Option 2 – 5753/CB/204 (only 1 off 5.11 or 5.12 to be included in final costs)	SUM	1	16,447.14	16,447.14
5.13	Installation of eel passes and eel tiles	SUM	1	25,542.54	25,542.54
5.14	Remedial works to stilling pipe	SUM	1	2,134.36	2,134.36
5.15	Repair of the post and rail wooden fence. Removal of the damaged rail sections and replacement with new rail sections of the same size and material.	SUM	1	1,506.61	1,506.61
5.16	Finishing Works, removal of cofferdam, fencing etc	SUM	1	2,008.81	2,008.81
5.17	Provision of as constructed record i.e., photographic record and mark up of construction drawings	SUM	1	included	

5.18	Withdraw from site, remove any hardcore used on access track and replace topsoil to make good the track back to original condition or better	SUM	1	3,013.22	3,013.22
5.19	Contractor input into Health and Safety File	SUM	1	included	
5.20	Risk allowance to cover changes from design supplied and site visit undertaken before tender Please refer to TQ9	SUM	1	5,000.00	5,000.00
5.21	Back office staff costs to include, but not limited to the following, tender preparation, schedule creation, sub-supplier engagement, programme and change management including all CE's raised	SUM	1	18,477.23	18,477.23
5.22	Agreed markup of sub-supplier's costs	SUM	1		16,949.40
The total of the Prices				158,194.43	

The method and rules used to compile the Price List are

Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Price Workbook.

Scope

Detailed scope for each project is included within the Site-Specific Packs-

1. Description of the *works*

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

Detailed description of the *works* for each project is included within the Site-Specific Packs. A brief background of the projects is provided below.

Bealsmill

The work includes remedial works to the weir crest at Bealsmill Gauging Station and nearby riverbanks, on the River Inney.

Carnwood

The work includes remedial works to Carnwood Gauging Station and nearby riverbanks, on the River Plym.

Duckaller C

The work includes demolition and replacement of an existing weir along with preparation works to remove existing vegetation/ trees and reinstatement of suitable vegetation for biodiversity net gain at Duckaller C Gauging Station.

Ludbrook

The work includes remedial works to the weir crest at Ludbrook Gauging Station and nearby riverbanks, on the River Tavy upstream of Denham Bridge.

Detailed scope for each project is included in the below Site-Specific Packs-

- Site Specific Pack Bealsmill Gauging Station v1.0
- Site Specific Pack Carnwood Gauging Station v1.0
- Site Specific Pack Duckaller C Gauging Station v1.0
- Site Specific Pack Ludbrook Gauging Station v1.0

2. Drawings

List the drawings that apply to the contract.

Bealsmill

Drawing Number	Revision	Title
See SSP		

Carnwood

Drawing Number	Revision	Title
See SSP		

Duckaller C

Drawing Number	Revision	Title
See SSP		

Ludbrook

Drawing Number	Revision	Title
See SSP		

Drawing Number	Revision	Title

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
CDM L153 Managing Health and Safety in Construction	2015	yes

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

See Site Specific Packs

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

See Site Specific Packs for requirements for individual project programmes

The *Contractor* is to submit an overarching programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which he submits for acceptance (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*

Item	Date by which it will be provided
Utility Services information	11/04/2023
FRAP – Review & approval	27/07/23
Land Access	25/04/23
Design Drawings	25/04/23 to 10/05/23

Site Information

See section SSP 300 in each Site Specific Pack

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	Glanville Environmental Unit 2 Lee Mill Ind Est, Central Court, Central Ave, Ivybridge PL21 5PE Form of Contract:	Undertake all remedial works at the 4 sites including – <ul style="list-style-type: none"> - Bank remedial works - New Concrete works - Access Tracks - Site compounds – Set-up and removal - Installation of Eel passes - Fencing - Weir remedial works
2.	Aquatic Control Engineering Ltd, Hall Farm, Main Street, Rampton, Notts DN22 0HR Form of Contract:	Supply of Eel boards and tiles at Ludbrook. Supply and install of GRP Kiosk for Telemetry at Duckaller.

3.	Johns Associates Ltd, Green Tree House, 11 St Margaret's Street, Bradford-upon-Avon, Wiltshire BA15 1DA Form of Contract:	Undertake Ecology surveys for all sites
4.	Fishtek Consulting, Unit 1a Webbers Way, Dartington, Totnes TQ9 6JY Form of Contract:	Design, manufacture, and installation of Fish Pass for Carnwood Weir
5.	Murlac Unit 15 Anders, Lichfield Road Ind Est, Tamworth, Staffordshire B79 7TA Form of Contract:	Design and install Temporary Dam system