

NEC4 Engineering and Construction Short Contract

Pagabo - Dynamic Purchasing System for Small Works

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Land & Water Services Ltd
For	ENV0003744C – Lower Thames PSRA Control Measures
	Contract Forms <ul style="list-style-type: none">- Contract Data- The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance- Price List- Scope- Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Kings Meadow House, Kings Meadow Road, Reading, Berkshire. RG1 8DQ	
Address for electronic communications		
The <i>works</i> are	Design, refurbish, repair and install measures including fencing, gates, ladders and concrete repairs to ensure public safety at four lock sites.	
The <i>site</i> is	Shepperton, Old Windsor, Sonning & Bell Weir locks – as detailed in the Site Specific Packs and associated Supplementary Information packs associated with each site.	
The <i>starting date</i> is	1 st November 2023	
The <i>completion date</i> is	19 July 2024	
The <i>delay damages</i> are	£254.84	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	104	weeks after Completion
The <i>defects correction period</i> is	2	weeks
Except that the defects correction period for health and safety matters is 24 hours		
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 <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	£100,000	
The <i>Client</i> provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The replacement cost	The <i>Client's</i> 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 <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	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works	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 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	
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	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. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.
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	Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z7.2	Clause 60.1 (8) second bullet point is amended to: "are not weather conditions or floods and"

Z7.3	Clause 60.1 (9) is amended to: "The Contractor is prevented by weather or floods from carrying out all work on the site for periods of time, each at least one full working day, which are in total more than one seventh of the total number of days between the <i>starting date</i> and the Completion Date. In assessing this event, only the working days which exceed the limit and on which work is prevented by no other cause are taken into account."
Z8.0	Framework Agreement
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
Z10.0	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
Z110	<p>Inflation</p> <p>At the Contract Date the total of the Prices does not include a sum to cover inflation.</p> <p>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 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 CPI 1 – month rate]</p> <p>The CPI 1 – 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 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	Land & Water Services Ltd	
Address for communications	Weston Yard, Albury, Guildford GU5 9AF	
Address for electronic communications	[REDACTED]	
[REDACTED] fee percentage is	As framework	%
The people rates are	As framework	
category of person	unit	rate
The published list of Equipment is		As framework
The percentage for adjustment for Equipment is		As framework

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	£
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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

[Redacted]

Position

[Redacted]

Signature

[Redacted]

Date

12/10/2023

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

Signed on behalf of the *Client*

Name

[Redacted]

Position

[Redacted]

Signature

[Redacted]

Date

30/10/2023

Price List

Sonning Lock

Item Number	Description	Unit	Quantity	Rate	Price
So1	Preparation of a detailed Construction Phase Plan (CPP) to cover all works in accordance with the SHEW Code of Practice and any other information critical to be produced and accepted by the Client before commencement on of construction, including a Site Waste Management Plan and maintenance/adherence to the Environmental Action Plan (EAP).	Sum	1		
So2	Preparation of site specific CDM documents as required by the SHEW COP including RAMS, Traffic Management Plans, Hazard Maps	Sum	1		
So3	All licenses, permits and approvals necessary to provide the Works (<i>Contractor</i> to obtain)	Sum	1		0.00
So4	Detailed design	Sum	1		
So5	GPR survey of areas of intrusive works and other areas as deemed necessary by Contractor	Sum	1		
So6	Precondition photographic survey of working areas and access routes	Sum	1		
So7	Mobilisation and establishment of works	Sum	1		
So8	Site reinstatement on completion	Sum	1		
So9	Preliminaries and supervision	Week	6		
So10	Installation of full height timber 3 rail fencing	Metres	87		
So11	Installation of full height chicane gate with middle bolt	No	1		
So12	Installation of full height rail gate with a locking and self-closing mechanism	No.	3		
So13	Raked back handrail installation on 3 egress ladders (right bank u/s approach and layby)	No.	6		
So14	Single tube metal handrail installation (right bank u/s approach and layby)	No.	3		
So15	Installation of low height (0.5m) post and rail fencing	Metres	53		
So16	Installation of timber palisade fencing alongside concrete capped edge	Metres	55		

So17	Damaged egress ladder and handrail to be removed and disposed of. New ladder and raked back handrails (both sides of ladder) to be installed (right bank d/s canoe portage)	Sum	1		
So18	Loose/broken brickwork on sloped wall of the canoe portage be repaired and the waste/existing damaged brick disposed of	Sum	1		
So19	Repair key clamp fencing on the stairs down to the left bank tail layby	Sum	1		
So20	On the access track from the public road install, update or replace posts and reflectors	Sum	1		
So21	All waste generated by the <i>works</i> (including old fencing and gates) to be disposed of off-site in accordance with the current Waste Management Regulations.	Sum	1		
So22	Preparation and submission of 'as built' drawings to the <i>Client</i> , and provision of all information required for the Health and Safety File to the Principal Designer.	Sum	1		
So23	Completion of the Environment Agency's Carbon Optimisation Report to inform the design stage, and Final Carbon Report for the 'as built' project to be provided within a month of project completion.	Sum	1		

The total of the Prices (Sonning Lock)

180,938.82

Old Windsor Lock

Item Number	Description	Unit	Quantity	Rate	Price
OW1	Preparation of a detailed Construction Phase Plan (CPP) to cover all works in accordance with the SHEW Code of Practice and any other information critical to be produced and accepted by the Client before commencement on of construction, including a Site Waste Management Plan and maintenance/adherence to the Environmental Action Plan (EAP).	Sum	1		
OW2	Preparation of site specific CDM documents as required by the SHEW COP including RAMS, Traffic Management Plans, Hazard Maps	Sum	1		
OW3	All licenses, permits and approvals necessary to provide the Works (<i>Contractor</i> to obtain)	Sum	1		
OW4	Detailed design	Sum	1		
OW5	GPR survey of areas of intrusive works and other areas as deemed necessary by Contractor	Sum	1		

OW6	Precondition photographic survey of working areas and access routes	Sum	1		
OW7	Mobilisation and establishment of works	Sum	1		
OW8	Site reinstatement on completion	Sum	1		
OW9	Preliminaries and supervision	Week	5		
OW10	Installation of timber fencing right bank	Metres	126		
OW11	Left bank bullnoses (head and tail): Spiked top chain of fencing to be removed and replaced with standard chain	Metres	20		
OW12	Left bank, access path to tail layby: Two existing fenceposts on either side of recess to be moved (or additional posts added, and fence adjusted) to corners of recess	Sum	1		
OW13	Steps on footpath from lock side to rear moorings: Steps and landing areas at top and bottom are to be broken out and recast/rebuilt	Sum	1		
OW14	Replace gates on footpath to rear mooring	No.	2		
OW15	Repair tarmac section at top of ramp to rear mooring	Sum	1		
OW16	Bottom section of ramp onto moorings to be replaced with a non-slip surface	Sum	1		
OW17	One egress ladder with loop handrails to be installed by the Contractor on the upstream end of the rear mooring.	Sum	1		
OW18	Left bank lock side: Ladder and rescue equipment posts are to be relocated by the Contractor to the top step of the recessed section of the steps in the middle of the chamber	Sum	1		
OW19	All waste generated by the <i>works</i> (including old fencing and gates) to be disposed of off-site in accordance with the current Waste Management Regulations.	Sum	1		
OW20	Preparation and submission of 'as built' drawings to the <i>Client</i> , and provision of all information required for the Health and Safety File to the Principal Designer.	Sum	1		
OW21	Completion of the Environment Agency's Carbon Optimisation Report to inform the design stage, and Final Carbon Report for the 'as built' project to be provided within a month of project completion.	Sum	1		
OW22	Installation of timber gate on right bank	No.	4		
OW23	Installation of timber chicane gate on right bank	No.	2		
The total of the Prices (Old Windsor Lock)				169,190.53	
Shepperton Lock					

Item Number	Description	Unit	Quantity	Rate	Price
Sh1	Preparation of a detailed Construction Phase Plan (CPP) to cover all works in accordance with the SHEW Code of Practice and any other information critical to be produced and accepted by the Client before commencement on of construction, including a Site Waste Management Plan and maintenance/adherence to the Environmental Action Plan (EAP).	Sum	1		
Sh2	Preparation of site specific CDM documents as required by the SHEW COP including RAMS, Traffic Management Plans, Hazard Maps	Sum	1		
Sh3	All licenses, permits and approvals necessary to provide the Works (<i>Contractor</i> to obtain)	Sum	1		
Sh4	Detailed design	Sum	1		
Sh5	GPR survey of areas of intrusive works and other areas as deemed necessary by Contractor	Sum	1		
Sh6	Precondition photographic survey of working areas and access routes	Sum	1		
Sh7	Mobilisation and establishment of works	Sum	1		
Sh8	Site reinstatement on completion	Sum	1		
Sh9	Preliminaries and supervision	Week	4		
Sh10	Replace gate to Hamhaugh Island	Sum	1		
Sh11	Installation of picket timber fencing and one gate (right bank head bullnose)	Metres	14		
Sh12	Damaged timber post and single low level rail fence around right bank head bullnose to be removed and replaced	Metres	1		
Sh13	Install new low level timber rail fence from gate to pedestal with 1.2m gap (right bank head bullnose)	Metres	13		
Sh15	Right bank head layby: Replace handrails to ladder	Sum	1		
Sh15	Left bank head layby: Replace ladder and handrails	Sum	1		
Sh16	Head bullnose left bank: Extend Key Clamp fencing	Sum	1		
Sh17	Tail bullnose, right bank: Low level fencing to be removed and replaced with low level single rail timber fencing	Sum	1		
Sh18	Tail layby, right bank: Extending low-level fence across top of steps	Sum	1		
Sh19	Tail layby, right bank: New timber hardwood single handrail to be installed	Sum	1		

Sh20	Tail layby, left bank: Repairs to top of upstream steps to layby	Sum	1		
Sh21	Tail layby left bank: Loose walkway sections to be fixed	Sum	1		
Sh22	Tail layby left bank: Replace ladder	Sum	1		
Sh22	All waste generated by the <i>works</i> (including old fencing and gates) to be disposed of off-site in accordance with the current Waste Management Regulations.	Sum	1		
Sh23	Preparation and submission of 'as built' drawings to the <i>Client</i> , and provision of all information required for the Health and Safety File to the Principal Designer.	Sum	1		
Sh24	Completion of the Environment Agency's Carbon Optimisation Report to inform the design stage, and Final Carbon Report for the 'as built' project to be provided within a month of project completion.	Sum	1		

The total of the Prices (Shepperton Lock)

133,028.60

Bell Weir Lock

Item Number	Description	Unit	Quantity	Rate	Price
BW1	Preparation of a detailed Construction Phase Plan (CPP) to cover all works in accordance with the SHEW Code of Practice and any other information critical to be produced and accepted by the Client before commencement on of construction, including a Site Waste Management Plan and maintenance/adherence to the Environmental Action Plan (EAP).	Sum	1		
BW2	Preparation of site specific CDM documents as required by the SHEW COP including RAMS, Traffic Management Plans, Hazard Maps	Sum	1		
BW3	All licenses, permits and approvals necessary to provide the Works (<i>Contractor</i> to obtain)	Sum	1		
BW4	Detailed design	Sum	1		
BW5	GPR survey of areas of intrusive works and other areas as deemed necessary by Contractor	Sum	1		
BW6	Precondition photographic survey of working areas and access routes	Sum	1		
BW7	Mobilisation and establishment of works	Sum	1		
BW8	Site reinstatement on completion	Sum	1		
BW9	Preliminaries and supervision	Week	6		
BW10	Right bank: Replace existing post and chain fence along full length of lock	Metres	100		

BW11	Right bank: Replace broken grandfather posts	No.	8		
BW12	Right bank: Replace double gate in centre of lock	Sum	1		
BW13	Right bank, tail bullnose: Install infill mesh (upper & lower level) to existing key clamp fencing	Metres	8		
BW14	Right bank, tail bullnose, layby steps: Replace key clamp fence	Sum	1		
BW15	Right bank, tail bullnose: Install planters	Sum	1		
BW16	Tail bullnose, right bank: Rusted manhole cover plate to be replaced	Sum	1		
BW17	Lock Island, left bank: Upstream steps to moorings: new infill mesh (upper and lower level)	Metres	2		
BW18	Left bank upstream bullnose: new infill mesh	Sum	1		
BW19	Lock island fencing alongside pathway: Install low level single timber rail fencing	Sum	1		
BW20	Left bank, tail bullnose – Replace fencing	Sum	1		
BW21	Left bank, tail bullnose - Downstream steps to moorings on weir side of lock island: Existing Key clamp at bottom to be adapted or replaced to provide correct height	Sum	1		
BW22	Left bank tail bullnose: Supply and install one new egress ladder with handrails	Sum	1		
BW23	Top of the lock chamber wall above all four egress step recesses: Saw cut and recast sections of concrete walkway	Sum	1		
BW24	Concrete repair – left bank upstream end of lock chamber:	Sum	1		
BW25	Concrete settlement repair - left bank downstream end of lock chamber around base of steps from bullnose	Sum	1		
BW26	All step handrails down to lock chamber (4 sets): Remove and replace with new key clamp handrail	Sum	1		
BW27	Weir control building: Concrete damage – top of walkway above steps and both side walls from the gate to the steps	Sum	1		
BW28	Weir control building: Install new lockable gate	Sum	1		
BW29	Weir control building: New infill mesh (upper and lower level) on first three sections of key clamp handrail	Metres	6		
BW30	All waste generated by the works (including old fencing and gates) to be disposed of off-site in accordance with the current Waste Management Regulations.	Sum	1	5,089.72	5,089.72

BW31	Preparation and submission of 'as built' drawings to the <i>Client</i> , and provision of all information required for the Health and Safety File to the Principal Designer.	Sum	1		
BW32	Completion of the Environment Agency's Carbon Optimisation Report to inform the design stage, and Final Carbon Report for the 'as built' project to be provided within a month of project completion.	Sum	1		
The total of the Prices (Bell Weir Lock)					220,260.33
Grand Total Lower Thames PSRA					703,418.28
Pagabo Management Fee					14,068.36
The total of the Prices					717,486.64

Scope

1. Description of the works

For works description, please refer to the Site-Specific Packs for each *site* (Appendix 1) found under:

1. "Appendix 1 Bell Weir _Site Specific Scope_v4.0"
2. "Appendix 1 Old Windsor Site Specific Scope_v4.0"
3. "Appendix 1 Shepperton_Site Specific Scope_v4.0"
4. "Appendix 1 Sonning_Site_Specific_Scope_v5"

All the proposed works are considered to be permitted development under The Town and Country Planning (General Permitted Development) (England) Order 2015.

The requirements below apply to all sites:

- All fixings to be supplied by the *Contractor*.
- All infill mesh panels to be installed on Key Clamp fencing are to be custom made to fit and fabricated off site. Clips to be used to fix infill panels to Key Clamp rails (clip fitted to avoid creating a snag risk). See 'Design examples' under Appendix 7 for an example of the type of infill mesh to be used.
- Fencing design is to be accepted by the *Client* to ensure that the public safety risk assessment operational and landscape/heritage requirements are met.
- Handrail height on all steps should be 900-1000mm measured from the top of the handrail to the pitch line and should start and finish on level surface (see Appendix 4, 'Building_Regulations_Document_K'). Handrails on all level sections of the lockside should be 1100mm. The distance between the rails should be a minimum of 300mm.
- All gates should be lockable and incorporate a self-closing mechanism (unless specified otherwise within the scope or agreed otherwise by the *Client*).
- All measurements in the Scope and related documents are approximate for scope clarification and pricing purposes only. They should not be used to inform design.

The *Contractor* shall fulfil the Principal Contractor (PC) role and discharge the duties in accordance with the requirements of the:

- The Construction (Design and Management) Regulations 2015 (CDM), with particular reference to regulations 12, 13, 14, 15 and part 4.
- The *Client's* Safety Health and Wellbeing Code of Practice (SHEW COP). See Appendix 8

Requirements are to include (and not be restricted to):

- A suitably developed Construction Phase Plan (and any other information required by CDM Regs or SHEW CoP) must be issued to the *Client* for approval not less than 10 days prior to planned mobilisation at each site.
- The *Contractor* shall produce a Site Waste Management Plan (SWMP) to cover each *site*. Re-use or recycling of materials should be carried out wherever possible. However, the *Contractor* is to allow for the cost associated with waste not suitable for reuse within the permanent works. This must be disposed of off-site in accordance with the Site Waste Management Plan (SWMP) and the current Waste Management Regulations.
- Site specific Traffic Management Plans should consider any interruptions/diversions to public rights of way, and these should be avoided where possible. These should apply to transport by land and river where applicable.
- Site specific Hazard Maps are to be produced by the *Contractor* as per section 3.3.3 of the SHEW COP. These should be in a format that can be reused by the *Client*.
- Provision of appropriate welfare facilities (as per SHEW CoP)

- Updating and adherence to the Environmental Action Plan (EAP)
- The *works* should not introduce any safety hazards to users (e.g. trip hazards or sharp protrusions)
- The *Contractor* shall accept any risk surrounding likely damage caused by their method of working for the works.
- Existing overhead structures and cables which could be affected during the works should be protected by the *Contractor*.
- The *Contractor* shall carry out detailed design and submit design drawings, for all elements of the proposed works, to the *Client* for acceptance, allowing for amendments in line with the Scope, with at least 15 working days allowed in the programme for review. The *Contractor* is to provide detail on any assumptions made.
- The *Contractor* shall provide a Carbon Optimisation Report at design stage, and a Final Carbon Report on completion of construction. Templates for these reports are to be provided by the *Client*.
- It is the *Contractor's* responsibility to obtain any licenses, permits, consents, and approvals necessary to provide the *works*.
- The *Contractor*, as Operator, will in accordance with clause Z2.2 be required to sign and pay for Flood Risk Activity Permits (FRAP) for any sites deemed necessary by the *Client*. The *Contractor* will need to prepare and submit FRAP applications within a week of Contract Award to enable works to start on site in line with the timescales set out in this Contract.
- Access must be maintained at all times to the lock, lock house, other buildings, operational plant, telemetry equipment and areas on the lock/weir side not affected by the works.
- Preparation and submission of 'as built' drawings to the *Client* (in CAD and pdf formats), and provision of all information required for the Health and Safety File to the Principal Designer (including information on materials used and maintenance).
- All access routes and working areas must be reinstated on completion of the works.
- The *Contractor* shall erect at the start of (and remove at the end of) any site activities two notice boards on site (these will be provided by the *Client*). The notice boards shall be erected on Environment Agency land unless otherwise directed by the *Client*. The *Contractor* shall agree the locations of the notice boards with the *Client*. The boards shall be securely fixed to site fencing and clearly visible to the public.

The following (where applicable) are to be issued in templates specified and/or agreed to by the *Client*:

- Health and Safety file
- Operation and Maintenance file
- LOLER certification
- Contract communications

Information Management Requirements (BIM)

All documents are to be delivered in Digital open-source format.

Following contract award, the *Client* will provide an Information Delivery Plan (IDP) for naming of documents to be provided by the *Contractor* as per information and document requirements in the scope.

The Information Delivery Plan (IDP) is a schedule of how the *Client* expects data to be shared between the *Client* and the *Contractor(s)* working on the project as part of Building Information Modelling (BIM). The *Contractor* must ensure that this protocol is adhered to. It reflects the information that is already held for each project and the information that the *Client* expects to receive from the *Contractor*.

The IDP is hosted on Asite and is accessible by the *Contractor* following contract award. The *Client* will provide details on access to relevant *Client*-managed systems.

The *Contractor* should provide a marked up IDP within 3 weeks of receipt of IDP, and must upload all project documentation listed in the IDP to Asite to achieve Completion of the contract.

File naming will be according to BIM metadata standards as provided by the *Client*.

All project documents listed on the IDP should be provided by the *Contractor* to the *Client* as follows:

- Documents submitted for review to be issued by email attachment or direct to a *Client*-managed SharePoint site (to be confirmed by the *Client*).
- Final accepted versions are to be uploaded to Asite (the *Client's* asset information management system) by the *Contractor*.

2. Drawings

Historical drawings for the *site* (where available) are included in the Site Information. This is a design & build contract, therefore there are no existing drawings for the works.

3. Specifications

Title	Date or Revision	Tick if publicly available
The civil engineering works are to be constructed to the 'Civil Engineering Specification for the Water Industry, Seventh Edition', published by the Water Industry Research Ltd in 2011.	7 th Edition	Yes
Handrail specifications should be as advised in approved Document K – Building Regulations, Protection from falling, collision and impact.	2013 Edition	Yes

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

The *Contractor* shall not commence any work on the *site* until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract.

The *Contractor* is to prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and updates to the Environmental Action Plan (EAP) prior to starting the *works*.

Any *works* requiring a lock closure are to start no earlier than 1st November 2023 and to be completed by 15th March 2024 (low boating season).

Access to the *site* after the 31st March 2024 will be subject to *Client* agreement.

The projects have been screened by the Environment Agency's National Environmental Assessment Service (NEAS) as low risk; however, the *Contractor* should manage all activities in line with the Environmental Action Plan (EAP) for each project (Appendix 2 in the tender package) to minimise and mitigate environmental risks e.g. pollution.

The *Contractor* will ensure that a good level of communication is maintained with the project team and the lock keeper and any relief lock staff for each project, as well as members of the public, so that the *Contractor's* activities whilst carrying out the *works* are mutually understood. However, formal public relations shall be managed by the *Client*. The *Contractor* shall notify the *Client* of all press or media enquiries.

The *Contractor* (or any of his Sub Contractors or suppliers) shall not publish information about the *works* or use the *site* to demonstrate equipment or material to third parties without the written acceptance of the *Client*.

Due to the proximity of the locks and weirs to residential housing at some of the sites, noise levels shall be monitored and kept to a minimum whenever possible. The *Contractor* shall notify the *Client* of any issues that may affect residents or the public and the dates and times of expected disturbances.

Working times

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

No work will be permitted outside of these hours or on Public Holidays without the prior written acceptance of the *Client*.

Delivery restrictions are limited to normal working hours as stated above.

5. Requirements for the programme

The *Contractor* submits a programme with the *Contractor's* Offer for acceptance.

Following contract award, a programme is to be submitted every month (in the form of a Gantt chart) for acceptance by the *Client*.

The *Contractor* must show on each programme submitted for acceptance the following:

- a) Critical path
- b) Period required for mobilisation/planning and post contract award
- c) Contract *starting date*
- d) Design activities
- e) Each of the activities listed within the Price List/Scope
- f) Anything required from the *Client*, including any periods for review/acceptance.
- g) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents e.g. FRAP/waste permits.
- h) Construction starting date
- i) Construction finish date
- j) Planned completion date
- k) Contract Completion Date
- l) All time risk allowances

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

Item	Date by which it will be provided
The <i>Client</i> will provide any services or "free issue" Plant and Materials and equipment only as stated within the Site Specific Pack for each <i>site</i>	

Site Information

The Site Information for each *site* is provided in appendices 2-6.

Pre-Construction Information (PCI) documents and associated appendices will provide relevant information for each *site* and the specific area of work, including:

- That relating to areas within Environment Agency ownership that are excluded from *Contractor* access.
- Areas where the *Contractor* may be able to install a site compound and/or parking.
- Welfare facilities which may be available at each site.
- Service searches showing known utilities services at each site
- Photographic records for each site

All contents of the PCI are for guidance and are not to be interpreted as scope or instruction, nor should it be assumed *Client* facilities or land will be available for use.

The *Client* will be responsible for issuing Lock closure notices and Harbour Master Notices and any other notifications and correspondence with river users and local residents. The *Contractor* should advise on need for lock closures and interruptions within the notice period stated in the scope.

River Level data

The *Contractor* is referred to the publicly available websites, which provides real time information relating to the flow and water levels at the sites referred to within this contract, together with longer term trends.

<https://check-for-flooding.service.gov.uk/river-and-sea-levels?river-id=river-thames>

or

www.gaugemap.co.uk

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	Andbell Fencing Solutions Honnington Equestrian Centre, Vauxhall Ln, Southborough, Tunbridge Wells TN4 0X Form of Contract: back to back NEC	Installation of fencing at two of the four sites.
2.	 Form of Contract:	
3.	 Form of Contract:	
4.	 Form of Contract:	