



NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Eastern Hub

A contract between

The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

And

Contractor to complete

For

Navigation Capital Programme for 2021/22 - Thames Shoal
Management

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	Kings Meadow House, Kings Meadow Road, Reading, RG1 8DQ	
Address for electronic communications	defra.bravosolution.co.uk	
The <i>works</i> are	described in the Contract Data section	
The <i>site</i> is	As stated within the Contract Data section and Site Location Plans in Appendix 1.	
The <i>starting date</i> is	23rd August 2021	
The <i>completion date</i> is	31 st March 2022	
The <i>delay damages</i> are	£408.13	Per day
The <i>period</i> for reply is	2	Weeks
The <i>defects date</i> is	n/a	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 <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 works, 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 *Adjudicator nominating body* is

The Institution of Civil Engineers

The *tribunal* 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 • 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

Z7.3	Clause 60.1 (8) second bullet point is amended to: “are not weather conditions or floods and”
Z7.4	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 <i>Completion Date</i> . 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
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	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
Z7.2	Additional Compensation Event COVID-19 Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, from 1st November 2020 to 30 th June 2021.

Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Land and Water Services	
Address for communications	Weston Yard, Albury GU5 9AF	
Address for electronic communications	[REDACTED]	
The fee percentage is	[REDACTED]	%
The people rates are	As Per Framework	
category of person	Unit	rate
Project Manager		
Quantity Survey		
Contract Manager		
The published list of Equipment is		As Per Framework
The percentage for adjustment for Equipment is		15%
Address for communications		

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 **£549,331.77**

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Estimator

Signature

Date

02/08/2021

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

Signed on behalf of the *Client*

Name

Position

Senior Commercial Officer

Signature

Date

27th September 2021

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.

The *Contractor* must satisfy themselves that they have priced for the whole of the scope and requirements of this contract. It will be assumed that this is the case whether or not the item appears on the Price List. If the *Contractor* is of the view that items do not appear on the Price List they are able to add them below.

Please note: The packages are being managed by two Project Managers and with different funding streams. We will be awarding packages of work but we will issue individual contracts for each package.

Package 1

Item Number	Description	Unit	Quantity	Rate	Price
Package 1					
1	Preparation of a detailed Construction Phase Plan (CPP) in accordance with the SHEW Code of Practice and any other information critical to be produced and accepted by the <i>Client</i> before commencement on site.	Item	1		
2	The production of a Site Waste Management Plan. Maintenance and adherence to the Environmental Action Plan (EAP).	Item	1		
3	All licences, permits and approvals necessary to complete the scope of works (<i>Contractor</i> to detail)	Item	1		
4	Pre-start condition survey (photographic) of working areas and access routes	Item	1		
5	Undertake exercise to confirm movement of shoals within reach and/or side cast locations.	Item	1		
6	Completion of the Environment Agency's Carbon Calculator and Final Carbon Report for the 'as built' project.	Item	1		
7	Compliance with Environment Agency IDP requirements.	Item	1	£	
8	Preparation of and provision of information to the Principal Designer to compile the Health and Safety File	Item	1	£	
Subtotal					£13,573.47

Eynsham Head					
9	Preliminaries and supervision	Item	1		
10	Mobilise and site set up	Item	1		
11	Dissolved oxygen monitoring	Item	1		
12	Shoal removal works	m ³	575		
13	Side casting or relocation of shoal material within the reach	m ³	575		
14	Removed volume monitoring and information capture	Item	1		
15	Site Reinstatement and demobilisation.	Item	1	£	
16	Post completion bathymetry survey.	Item	1		
Subtotal					£71,079.60
Eynsham Tail					
17	Preliminaries and supervision	Item	1		
18	Mobilise and site set up	Item	1		
19	Dissolved oxygen monitoring	Item	1		
20	Shoal removal works.	m ³	675		
21	Side casting or relocation of shoal material within the reach	m ³	675	£	
22	Removed volume monitoring and information capture	Item	1		
23	Site Reinstatement and demobilisation.	Item	1		
24	Post completion bathymetry survey.	Item	1		
Subtotal					£57,457.77
Bends between King's and Godstow					
25	Mobilise and site set up	Item	1		
26	Dissolved oxygen monitoring	Item	1		
27	Shoal removal works.	m ³	500		
28	Side casting or relocation of shoal material within the reach	m ³	500		
29	Removed volume monitoring and information capture	Item	1		
30	Site Reinstatement and demobilisation	Item	1		
31	Post completion bathymetry survey.	Item	1		
Subtotal					£52,164.95

Godstow Tail					
32	Mobilise and site set up	Item	1		
33	Dissolved oxygen monitoring	Item	1		
34	Shoal removal works.	m ³	2000		
35	Side casting or relocation of shoal material within the reach	m ³	2000		
36	Removed volume monitoring and information capture	Item	1		
37	Site Reinstatement and demobilisation	Item	1		
38	Post completion bathymetry survey.	Item	1		
Subtotal					£88,602.59
Benson Head & cut					
39	Mobilise and site set up	Item	1		
40	Dissolved oxygen monitoring	Item	1	£	
41	Shoal removal works.	m ³	400		
42	Relocation of shoal material within the reach	m ³	400	£	
43	Removed volume monitoring and information capture	Item	1		
44	Site Reinstatement and demobilisation	Item	1		
45	Post completion bathymetry survey.	Item	1		
Subtotal					£46,682.79
Benson Tail					
46	Mobilise and site set up	Item	1		
47	Dissolved oxygen monitoring	Item	1		
48	Shoal removal works.	m ³	400		
49	Relocation of shoal material within the reach	m ³	400		
50	Removed volume monitoring and information capture	Item	1		
51	Site Reinstatement and demobilisation	Item	1		
52	Post completion bathymetry survey.	Item	1		
Subtotal					£57,938.02
Sunbury (Back Water)					
53	Mobilise and Demobilise site set up	Item	1		
54	Dissolved oxygen monitoring	Item	1		
55	Shoal removal works.	m ³	45		
56	Off-site disposal of Shoal material	m ³	45		

57	Removed volume monitoring and information capture	Item	1		
58	Remove and dispose willow trees growing from the bed	Item	3		
59	Site Reinstatement and demobilisation	Item	1		
60	Post completion bathymetry survey.	Item	1		
Subtotal					£83,945.79
NB: The channel is approx. 4m wide, has constructed edges and quite constrained					
Sunbury (Back Water)					
61	Mobilise and Demobilise site set up	Item	1		
62	Dissolved oxygen monitoring	Item	1		
63	Shoal removal works.	m ³	90		
64	Off-site disposal of Shoal material	m ³	45		
65	Removed volume monitoring and information capture	Item	1		
66	Side casting (creation of low flow meander)	m ³	45		
67	Remove and dispose willow trees growing from the bed	Item	3		
68	Site Reinstatement and demobilisation	Item	1		
69	Post completion bathymetry survey.	Item	1		
Subtotal					£77,886.79
NB: The channel is approx. 4m wide, has constructed edges and quite constrained					
The total of the Prices (Package 1)					£549,331.77

Package 2					
River Wey					
Item Number	Description	Unit	Quantity	Rate	Price
Weybridge Marine					
70	Shoal removal works.	tonne	50 >		
71	Relocation of shoal material within the reach	tonne	50 >		
72	Mobilise and site set up and demobilise	—item	—1		
				Subtotal	
Town Lock, Weybridge					
73	Shoal removal works.	m ³	—400		
74	Removal of silt from site	m ³	—400		
75	Mobilise, site set up and demobilise	item	—1		
				Subtotal	
Newark, Ripley					
76	Shoal removal works.	—m ³	—150		
77	Side casting or relocation of shoal material within the reach	—m ³	—150		
78	Mobilise, site set up and demobilise	—item	4		
				Subtotal	
	The total of the Prices (Package 2)				

Please note that the rates provided will be used for Compensation Event quotation assessments if variation in material volumes is required.

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

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise, there is a risk that the *Contractor* will interpret it differently from the *Client's* intention.

1. Description of the works

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

Background

Many River Thames lock sites, especially in the upper reaches of the river have become affected by the steady increase in shoals building up in the either the head or tail lock cut. The primary risk is that the Navigation channel becomes narrower and shallower.

Scope

The *Works* will require removal of shoal material from various locations of the River Thames. Location specific details, including estimated volumes to be removed and what we anticipate can be done with the material are detailed in Table 1 below.

Table 1 Required works at each location

Location	NRG	Place	Volume to be Removed m ³
Eynsham Head	SP4437908662	Water Point (closest to lock)	175
	SP4422108554	Swinford Bend (First bend from Lock)	360
	SP4406908165	Swinford Bend (Third bend upstream of bridge)	40
Eynsham Tail	SP4460108680	Eynsham	675
Kings and Godstow	SP4804710048 SP4813709933 SP4800109856	Various on bends between King's and Godstow	500
Godstow	SP4854808887	Godstow Tail	2000
Benson	SU6132791406	Benson Head & cut	400
Benson	SU6129891125	Benson Tail	400
Sunbury	TQ1109668659	Sunbury (Back Water)	90
Sunbury	TQ1169369020	Sunbury Court Island	250
Weybridge	TQ0689664725	Town Lock Basin	400
Newark	TQ0390257369	Newark Mill	150
Weybridge	TQ0752665615	Weybridge Marina	500

The *Contractor* uses the pre-construction bathymetry surveys issued by the *Client* to determine locations for materials being side cast or moved within the reach. If the *Contractor* deems further surveys are necessary, the *Contractor* organises their own surveys, and subsequently provide copies to the *Client* in digital format.

The *Contractor* must confirm their approach to side casting and relocation to the *Client* for acceptance. No work will be allowed to start until the approach is accepted.

The *Contractor* establishes and agrees a system of recording volumes of material removed and side cast with the *Client*. The *Contractor* implements the agreed system on commencement of the works. The *Contractor* issues recorded information on removed shoal material to the *Client* on completion of the Works.

These records are included as backup information for payment applications.

The *Contractor* undertakes all temporary design work necessary to deliver the works.

Material to be side cast is used within the river to infill depressions. The location of these within the reach of each site will be confirmed by the *Contractor's* designs.

The removal works are being carried out to achieve a navigation depth of 1.2m over all shoals. The *Contractor* removes only the stated volumes of shoal material in Table 1 for each location. The *Contractor* notifies the *Client* of any additional volumes that may require removal if the required navigation depth is not achieved at least 14 days prior to completion of each site. The *Contractor* removes additional volumes of shoal material only if instructed by the *Client*.

The *Contractor* undertakes post removal bathymetry survey for each location and issues the survey information to the *Client* no later than four weeks after Completion.

For a sustainable use of the shoal material at Sunbury (Back water), the *Contractor* uses some or all the shoal material to create a low flow meander in the river channel. An indicative sketch showing the required location of the low flow meander is included under Appendix 9.

At Godstow Tail, the *Contractor* uses the shoal material to design and create a two-stage channel without impeding the flow of the weir.

Package 2

The scope of work for package (see Appendix 5 – Scope)

Permits and Licenses

The *Contractor*, as Operator, will in accordance with clause Z2.2 be required to sign and pay for the Flood Risk Activity Permit (FRAP). The *Contractor* will need to prepare and submit the FRAP application in a timely manner to ensure timely delivery of the project.

The *Contractor* obtains all required permits and licenses needed to undertake delivery of the Works.

Information Delivery Plan

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 *Client* as well as the *Contractor* following award. A copy of the IDP is included in the tender package (Appendix 2). The *Contractor* should provide a marked up IDP within 3 weeks of contract award.

Condition Survey

A detailed photographic record of access routes and all working areas must be carried out by the *Contractor* prior to works commencing on site and provided to the *Client*. The *Contractor* repairs any damage caused to any access route during delivery of the works.

Traffic Management

The *Contractor* is responsible for traffic safety and management, including obtaining road closure, opening, or traffic signals consents as may be necessary.

The *Contractor* maintains safe public access/interface during the works and implement appropriate safety measures to manage this risk. The *Contractor* prepares a site specific Traffic Management Plan for each of the locations and issues this to the *Client* at least 14 days prior to entering each site.

The Thames Path or other public rights of way cross or run adjacent to all the lock and weir sites, this must therefore be considered within a site specific Traffic Management Plan and access along them must be maintained. The Thames Path must not be closed or diverted without consent from the local authority and it is unlikely that consent would be forthcoming unless a suitable diversion can be found. Where diversions or closures are required, the *Contractor* undertakes all liaison activities and applications required for this. The *Contractor* will make any payment required for a closure or diversion application.

Contractor's compounds, storage areas and site roads

The *Contractor* installs, maintains, and afterwards removes and reinstates temporary accommodation, services, compounds, storage areas, site roads and accesses required for the works.

Reinstatement work includes the removal of all materials and equipment used in delivering the *works*; and restoring the area to at least its original degree of safety, stability, utility and appearance - unless specific acceptance is otherwise given by the *Client*.

Documents to be submitted by the Contractor

The *Contractor* Provides the following for acceptance by the *Client*:

1. Construction Phase Plan

The *Contractor* prepares the Construction Phase Plan (CPP) in accordance with the CDM requirements. The *Contractor* shall prepare an overarching CPP for the entire project. The *Contractor* shall prepare site-specific addenda to the overarching CPP for each site.

The *Contractor* submits the CPP to the *Client* and Principal Designer as early as possible, but no later than 10 working days prior to the planned start of the construction phase.

2. Health and Safety File

Prior to completion and for each location, a suitably developed Health and Safety File (the required template is at Appendix 3) must be issued to the Principal Designer along with as-built bathymetry survey information of the shoal removal and receptor locations.

3. Site Waste Management Plan

The *Contractor* prepares and issues a Site Waste Management Plan (SWMP) prior to commencement of the *works* to the *Client*. The *Contractor* updates this until Completion and makes it available for the *Client*'s inspection on request.

4. Carbon Calculator

The *Contractor* populates the Environment Agency's Carbon Calculator template and prepares a Final Carbon Report for the 'as built' project. The *Contractor* issues the completed Carbon Calculator and Final Carbon Report to the *Client* within a month of project completion.

5. Environmental Action Plan

Maintenance and adherence to the Environmental Action Plan (EAP) is also a requirement. (See Appendix 4 for project specific EAP).

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
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	Yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	Yes
Operational instruction 412_13_SD01 Minimum Technical Requirements 18/03/2020 (See Site Information)	03/2020	No

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*.

General Constraints

The *Contractor* must have all the plant and equipment to undertake the work. This must include plant and equipment for redistributing the removed material or disposal as required. The *Client* will not be able to loan equipment for this project.

The *Contractor* plans and undertake the works in a way that allows ongoing use of the river for navigation purposes and with due regard for the safety of site operatives, the general public and existing structures.

The *Contractor* complies with the Environment Agency's SHEW Code of Practice (Appendix 5).

Construction Phase Plan

The *Contractor* shall act as CDM Principal *Contractor* and prepare the Construction Phase Plan (CPP) in accordance with the CDM requirements and the Environment Agency's SHEW Code of Practice. The *Contractor* shall prepare an overarching CPP to cover the entire project. The *Contractor* shall prepare site-specific addenda to the overarching CPP for each site.

The *Contractor* submits the Construction Phase Plan to the *Client* and Principal Designer as early as possible, but no later than 10 working days prior to the planned start of the construction phase.

Works shall not commence until the Principal Designer on behalf of the *Client* deems the Construction Phase Plan compliant and the *Client* issues an instruction for commencement.

Risk Assessment and Method Statement

The *Contractor* shall provide a method statement describing how they intend to complete the works, including any pollution prevention measures. The method statement should consider flood risk, biodiversity, ecology and pollution prevention including disposal of any waste arising from the works. It should consider both permanent and temporary works.

Waste management

The *Contractor* is the producer of any waste material arising from the *works* and therefore complies with all relevant legislation.

The *Contractor* prepares and issues a Site Waste Management Plan (SWMP) prior to commencement of the *works*. The *Contractor* updates this until Completion and makes it available for the *Client's* inspection on request.

Waste Duty of Care information and permits are identified and obtained by the *Contractor*. Details of wastes generated and reused on the *works* and wastes removed from the Site are kept by the *Contractor* and used to update the 'actuals' section of the SWMP.

The *Contractor* submits the completed SWMP to the *Client* on completion of the whole of the *works*.

Waste disposal is done in accordance with the site specific Site Waste Management Plan (SWMP) and the current Waste Management Regulations.

Site Cleanliness

The *Contractor* keeps the Working Areas tidy and promptly removes rubbish, waste and surplus. Materials, Plant and Equipment are positioned, stored and stacked in a safe and orderly manner.

Environmental Action Plan

The *Contractor* shall prepare and manage all activities in line with an Environmental Action Plan (EAP) for each site to minimise and mitigate environmental risks such as pollution.

Public Relations

The *Client* shall manage formal public relations. The *Contractor* shall notify the *Client* of all press or media enquiries.

The *Contractor* shall notify the *Client* of any issues that may affect residents or the public and the dates and times of expected disturbances no more than 4 weeks before they are due to occur.

The *Contractor* (or any of their 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*.

The *Contractor* shall notify the *Client* of any meetings requested by third parties so that the *Client* has the option to attend or send a representative. The *Contractor* shall record all meetings and agreements with third parties and shall notify the *Client* of all details.

Site Signage

The *Contractor* shall erect at the start of the Contract and remove at the end of the Contract two notice boards at each site. The *Client* will free issue the notice boards to the *Contractor*. 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 *Contractor* shall not undertake or allow billposting or advertising of any kind in connection with the works without the written consent of the *Client*.

Navigation

The *Contractor* plans and undertake the works in a way that allows ongoing use of the river for navigation purposes and with due regard for the safety of site operatives, the general public and existing structures.

The Environment Agency will advertise that some disruption to boat traffic may occur because of the works. Access along the River Thames for boaters must be maintained at all times.

The *Contractor* has sole responsibility for all temporary works and access arrangements.

The *Contractor* must register all vessels used to deliver the works with the Environment Agency in compliance with Thames Navigation and General bylaws 1992. The *Contractor* is responsible for making all payments required for this registration. Details of the licencing requirements can be located on the www.gov.uk website ([River Thames: boat registration charges - GOV.UK](http://www.gov.uk) (www.gov.uk)).

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

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

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

The *Contractor* submits their 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 and post contract award
- b) Contract starting date
- c) Construction starting date
- d) Each of the activities listed within the Price List/Scope
- e) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents e.g. FRAP/waste permits;
- f) Completion date
- g) Anything required from the *Client*

Following contract award, a programme is to be submitted every 4 weeks for acceptance by the *Client*

- Time is a key programme constraint on this Contract. Site works are to be started no sooner than the 6th September 2021 and completed no later than 11th March 2022.

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
Package 2	
Utility Searches for Weybridge Marine, Town Lock, Newark	When required
Bathymetric Survey for Newark and Town Lock — J02265 & J02266 (dated March 2021)	Attached
Soil sampling report from Socotec (dated April 2021) for Town Lock, Weybridge	Attached

Site Information

Package 1

Please refer to Appendix 1

Package 2

Please see “NT’s River Wey boat user guide” attached which will provide information about general navigation restrictions such as sill depths, lock dimensions and bridge heights etc.

Please note Town Lock and Newark are situated on the Wey Navigation, the channel at Weybridge Marine is Non navigation channel and feeds off from the Ham Oil Mills weir before flowing into the Thames.

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:	