

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – SE Hub

A contract between

The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

And

Breheny Civil Engineering Ltd

For

Package of maintenance work at 13 Thames Hydrometry and
Telemetry sites

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, Berkshire. RG1 8DQ
Address for electronic communications	defra.bravosolution.co.uk
The <i>works</i> are	Various maintenance tasks @ Sulham Gauging Station Brimpton Gauging Station Wycombe Wye Gauging Station Wheatley Gauging Station Sutton Courtenay Gauging Station Farnham Gauging station Harnhill OBH Bridge Farm OBH Elstead Mill Flood Defence Site Lechlade Gauging Station Fairford Gauging Station Passfield Mill Flood Warning Site
The <i>sites</i> are	Sulham Brook Postcode RG8 8EG

	<p>NGR SU6421074075</p> <p>Brimpton Footbridge Replacement</p> <p>Postcode RG7 4NE</p> <p>NGR SU5678364772</p>
	<p>Wycombe Wye Gauging Station</p> <p>Postcode HP12 3AH</p> <p>NGR SU8529093680</p>
	<p>Wheatley USGS</p> <p>Postcode OX33 1YZ</p> <p>NGR SP6119005030</p>
	<p>Sutton Courtenay</p> <p>Post Code OX14 4NU</p> <p>NGR SU5170294623</p>
	<p>Farnham Gauging Station</p> <p>Postcode: GU9 7QL</p> <p>NGR: SU8367646254</p>
	<p>Harn Hill OBH</p> <p>Postcode GL7 5PY</p> <p>NGR SP0682000070</p>
	<p>Bridge Farm OBH</p> <p>Postcode SN6 7RX</p> <p>NGR SU1759096040</p>
	<p>Elstead Mill FD</p> <p>Postcode GU8 6BX</p> <p>NGR SU9029043830</p>
	<p>Lechlade GS</p> <p>Postcode GL7 3FD</p> <p>NGR SU2270099320</p>
	<p>Fairford GS</p> <p>Postcode GL7 4JG</p> <p>NGR SP1502301207</p>
	<p>Passfield Mill</p> <p>Postcode GU30 7RU</p> <p>NGR SU8224034160</p>

The <i>starting date</i> is		
21/07/21		
The <i>completion date</i> is		
31/03/2022		
The <i>delay damages</i> are	Not used	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	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 £100K		
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 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 <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 sub <i>Contractor</i> to the <i>Client</i> for acceptance. A reason for not accepting the sub <i>Contractor</i> is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed sub <i>Contractor</i> until the <i>Client</i> has accepted them.	
Z1.2	Payment to sub <i>Contractors</i> 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-<i>Contractors</i> • 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	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.
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 April to 30th June 2021.

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Breheny Civil Engineering Ltd	
Address for communications	Unit B, Endeavour Park, London Road, Addington Kent ME19 5SH	
Address for electronic communications	<div></div> <div></div>	
The fee percentage is	As per FCRM Framework Rates	%
The people rates are		
category of person	unit	rate
The published list of Equipment is		As per FCRM Framework Rates
The percentage for adjustment for Equipment is		As per FCRM Framework Rates

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 **180,255.00**

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name 

Position EA SE Framework Manager

Signature 

Date 28.07.2021

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

Signed on behalf of the *Client*

Name 

Position Senior Commercial Officer

Signature 

Date	

Price List

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Item Number	Description	Unit	Quantity	Rate	Price
Sulham					
1	Preliminaries and supervision	1	Item		
2	Mobilisation and establishment of works and reinstatement on completion	1	Item		
3	Decommissioning of existing site	1	Item		
4	All elements of design work	1	Item		
5	Roles undertaken in accordance to CDM2015	1	Item		
6	Preparation of 'as built' drawings and provision of information to the Principal Designer to compile the Health and Safety File (including information on materials used and maintenance).	1	Item		
	Total				
Brimpton					
1	Preliminaries and supervision	1	Item		
2	Mobilisation and establishment of works and reinstatement on completion	1	Item		
3	Decommissioning of existing bridge	1	Item		
4	Damage repairs	1	Item		
5	Fabrication and installation of new bridge	1	Item		

6	Installation of fencing	1	Item		
7	Weir wing wall cleaning				
8	Gauging station hut roof shingle replacement	1	Item		
8	All elements of design work	1	Item		
9	Roles undertaken in accordance to CDM2015	1	Item		
10	Preparation of 'as built' drawings and provision of information to the Principal Designer to compile the Health and Safety File (including information on materials used and maintenance).	1	Item		
	Total				
High Wycombe Wye					
1	Preliminaries and supervision	1	Item		
2	Mobilisation and establishment of works and reinstatement on completion	1	Item		
1	Rubbish removal	1	Item		
2	Removal of existing fencing	1	Item		
3	Installation of new fencing and fantails	1	Item		
4	Installation of concrete hard standing	1	Item		
5	All elements of design work	1	Item		
6	Roles undertaken in accordance to CDM2015	1	Item		
7	Preparation of 'as built' drawings and provision of information to the Principal Designer to compile the Health and Safety File (including information on materials used and maintenance).	1	Item		
	Total				25,642.00
Wheatley					
1	Preliminaries and supervision	1	Item		
2	Mobilisation and establishment of works and reinstatement on completion	1	Item		
3	Removal and repair of duct boxes	1	Item		
4	Stilling Well installation	1	Item		
5	Fencing works	1	Item		
6	Vegetation Clearance	1	Item		
7	Duct Jetting				
8	All elements of design work	1	Item		
9	Roles undertaken in accordance to CDM2015	1	Item		

10	Preparation of 'as built' drawings and provision of information to the Principal Designer to compile the Health and Safety File (including information on materials used and maintenance).	1	Item		██████
	Total				26,474.00
Sutton Courtenay					
1	Preliminaries and supervision	1	Item		██████
2	Mobilisation and establishment of works and reinstatement on completion	1	Item		██████
3	Fencing works (removal and Installation)	1	Item		██████
4	Tree Works	1	Item		██████
5	Concrete pad	1	Item		██████
6	Lockable bollard installation	1	Item		██████
7	All elements of design work	1	Item		██████
8	Roles undertaken in accordance to CDM2015	1	Item		██████
9	Preparation of 'as built' drawings and provision of information to the Principal Designer to compile the Health and Safety File (including information on materials used and maintenance).	1	Item		██████
	Total				18,046.00
Farnham					
1	Preliminaries and supervision	1	Item		██████
2	Mobilisation and establishment of works and reinstatement on completion	1	Item		██████
3	Fencing works (removal and Installation)	1	Item		██████
4	Tree Works	1	Item		██████
5	All elements of design work	1	Item		██████
6	Roles undertaken in accordance to CDM2015	1	Item		██████
7	Preparation of 'as built' drawings and provision of information to the Principal Designer to compile the Health and Safety File (including information on materials used and maintenance).	1	Item		██████
	Total				12,363.00
Harnhill					
1	Preliminaries and supervision	1	Item		██████

2	Mobilisation and establishment of works and reinstatement on completion	1	Item		██████
3	Headworks replacement	1	Item		██████
4	All elements of design work	1	Item		included
5	Roles undertaken in accordance to CDM2015	1	Item		██████
6	Preparation of 'as built' drawings and provision of information to the Principal Designer to compile the Health and Safety File (including information on materials used and maintenance).	1	Item		██████
	Total				10,059.00
Bridge Farm OBH					
1	Preliminaries and supervision	1	Item		██████
2	Mobilisation and establishment of works and reinstatement on completion	1	Item		██████
3	Headworks replacement	1	Item		██████
4	All elements of design work	1	Item		Included
5	Roles undertaken in accordance to CDM2015	1	Item		██████
6	Preparation of 'as built' drawings and provision of information to the Principal Designer to compile the Health and Safety File (including information on materials used and maintenance).	1	Item		██████
	Total				10,059.00
Elstead Mill					
1	Preliminaries and supervision	1	Item		██████
2	Mobilisation and establishment of works and reinstatement on completion	1	Item		██████
3	Concrete Pad and duct works	1	Item		██████
4	All elements of design work	1	Item		██████
5	Roles undertaken in accordance to CDM2015	1	Item		██████
6	Preparation of 'as built' drawings and provision of information to the Principal Designer to compile the Health and Safety File (including information on materials used and maintenance).	1	Item		██████
	Total				6,394.00
Lechlade					
1	Preliminaries and supervision	1	Item		██████

2	Mobilisation and establishment of works and reinstatement on completion	1	Item		██████
3	All fencing works	1	Item		██████
4	All solar panel and telemetry aerial works	1	Item		██████
5	All elements of design work	1	Item		██████
6	Roles undertaken in accordance to CDM2015	1	Item		██████
7	Preparation of 'as built' drawings and provision of information to the Principal Designer to compile the Health and Safety File (including information on materials used and maintenance).	1	Item		██████
6	Total				15,705.00
Fairford					
1	Preliminaries and supervision	1	Item		██████
2	Mobilisation and establishment of works and reinstatement on completion	1	Item		██████
3	Replace door and frame	1	Item		██████
4	Paint door	1	Item		Included
	Total				██████
Passfield Mill					
1	Preliminaries and supervision	1	Item		██████
2	Mobilisation and establishment of works and reinstatement on completion	1	Item		██████
3	Decommissioning of existing structures	1	Item		██████
4	Installation of new plinth	1	Item		██████
5	All elements of design work	1	Item		
6	Roles undertaken in accordance to CDM2015	1	Item		██████
7	Preparation of 'as built' drawings and provision of information to the Principal Designer to compile the Health and Safety File (including information on materials used and maintenance).	1	Item		██████
	Contractor Addition: Add – sleeper bridge (consisting of 4nr sleepers')	1	Item		██████
	Total				██████
The total of the Prices					180,255.00

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

The flow gauges at the following sites are Hydrometry and Telemetry assets, which are used to regulate abstraction licenses on The River Thames and Wey. They are essential for drinking water in London. They are also essential for the operation of the Jubilee River flood defence structure. The flow model used by the Thames Barrier to allow educated operation, temporary defences and local flood warnings in addition to this the sites are used in European climate change modelling.

The equipment currently utilised at these sites is obsolete and failed or very near failing. The *Contractor* is to install new infrastructure to allow the installation of new and resilient equipment.

The Environment Agency's Hydrometry and Telemetry team have identified the need for the following works at 13 locations to be carried out:

The works are as follows :

Sulham

1. Removal of old site (not including Weir Structure) to include decommissioning old stilling wells and removing kiosks.
2. Installation of new concrete kiosk base 1mx1mx250mm directly adjacent to the weir wing wall

3. Installation of 1.2m path from gate to concrete kiosk base
4. Access to dip plate must be maintained.
5. Act as Principal *Contractor* under CDM 2015
6. *Contractor* to act as designer on all elements including CDM 2015

Brimpton

1. Replace existing wooden footbridge
2. All services must be maintained
3. Repair any damage to the right bank weir crest
4. Install 1.2m fence with infill mesh along both wing walls, upstream and downstream.
5. Install pedestrian gate in location of ladder hook
6. Replace existing roof shingles
7. Clean all of the weir wing walls and assess for any damage, any damage found to be repaired
8. EA to get BT to remove phone line.
9. Act as Designer for all elements of the works including CDM 2015
10. Act as Principal *Contractor* under CDM 2015

Wycombe Wye

1. Install 2.4m high GALVANISED ONLY FINISH steel palisade fencing system; with Rounded & Notched top pales to a distance of approximately 15 linear meters
2. 2nr 1.2m wide matching pedestrian access gates (1nr in existing gate position and 2nd gate to allow access to dip plate)
3. 2nr FANTAIL END fabricated to overhang water at upstream and downstream wing wall extent
4. Install 2.4m high palisade fence to the eastern extent of the gauging station. GALVANISED FINISH ONLY
5. Install concrete hard standing inside compound (approximately 5 meters square)
6. Install 2no. solar powered PIR lighting (position to be given by the *Client*)
7. Install 2no. dummy CCTV cameras (Position to be given by the *Client*)
8. Install 1no. Aluminium sign 1mx1.m on tubular posts finishing 1.2m above ground level
9. Remove and dispose of existing timber fence
10. Removal all rubbish (rubbish will contain hazardous waste such as needles and excrement)
11. Act as designer for all elements including CDM 2015
12. Act as Principal *Contractor* under CDM 2015

Wheatley

1. Replace 2no. brick lined duct boxes on left bank
2. Remove and dispose of any redundant parts or whole duct boxes
3. Decommission existing stilling well
4. Install stilling well supplied by the *Client*
5. Install 32mm duct between existing on right bank duct box and new stilling well
6. Replace timber fence on right bank with 1.2m high spectator rail fencing system; overall (1.0m high mesh panel + handrail) comprising 80x40mm steel posts set at approx. 2.5m centres; 1030mm high Twinwire mesh panels set to posts via clips + security bolt fixings; 48.3mm diameter CHS tubular steel handrail set above mesh via internal connectors. All steelwork galvanised and powder coated GREEN ral6005.
7. A lockable pedestrian gate must be in place over level sensor stilling well
8. Clear vegetation over the slipway located in the ASDA car park. Install new 1.5 m fence and gate around the slipway from the car park to the water's edge; gate must be able to accommodate a vehicle and trailer. Fence and gate to be powder coated GREEN RAL 6005
9. Install sign supplied by the *Client* on slipway gate
10. Jet all telemetry ducts using pressurised water.
11. Act as designer on all elements excluding item number 4 however, the fixings for item 4 are to be designed by the *Contractor*.
12. Under take designer role under CDM 2015

13. Under take Principal *Contractor* under CDM 2015

Sutton Courtenay

1. Installation of 1.2m high spectator rail fencing system; overall (1.0m high mesh panel + handrail) comprising 80x40mm steel posts set at approx. 2.5m centres; 1030mm high Twin wire mesh panels set to posts via clips + security bolt fixings; 48.3mm diameter tubular steel handrail set above mesh via internal connectors. All steelwork galvanised and polyester powder coated GREEN ral6005.
2. Removal and disposal of existing timber fence
3. Install 1mx1mx250mm concrete pad with approximately 12m of 32mm ducting back to the gauging hut terminated in to the wall.
4. Install 1.8m fence with gate around the pad leaving 750mm clearance to the left and right.
5. Removal of Willow tree on the upstream side of the EA slip way
6. Installation of 1.8m fence and double gate around the slipway. Gate must be able to accommodate a vehicle and trailer. All steelwork galvanised and polyester powder coated GREEN ral6005.
7. Install 2no. 1m high removable lockable bollards at the end of the slipway
8. Installation of signage to be supplied by the Client
9. Act as designer on all elements of the works
10. Act as designer under CDM 2015
11. Act as Principal *Contractor* under CDM 2015

Farnham

1. Remove existing timber fence and gate around perimeter of gauging station compound
2. Install approximately 42m 1.8m high fencing via steel clips and security bolt fixings, to face of 60x60mm steel posts set into a concrete surround at 3m centres.
3. Install 1nr 1.2m wide single leaf pedestrian gate with a pad lockable sliding latch. All steel work galvanised powder coated GREEN ral6005.
4. Remove cracked willow limbs on to a distance of 5m around south and east fence line
5. Install lower infill mesh to keep klamp type fencing of the weir wing walls
6. Act as designer for all elements
7. Act as designer under CDM 2015
8. Act as principal *Contractor* under CDM 2015

Harnhill OBH

1. Replace head works on artesian borehole
2. There are no as built drawings of the headworks the *Contractor* must design and build new head works that incorporate a tap of the same dimensions as currently on site
3. The *Contractor* must act as designer on all elements of the project
4. Act as designer under CDM 2015
5. Act as Principal *Contractor* under CDM 2015

Bridge Farm OBH

1. Replace head works on artesian borehole
2. There are no as built drawings of the headworks the *Contractor* must design and build new head works that incorporate a tap of the same dimensions as currently on site
3. The *Contractor* must act as designer on all elements of the project
4. Act as designer under CDM 2015
5. Act as Principal *Contractor* under CDM 2015

Elstead Mill

1. The installation of a concrete pad 1mx1mx250mm located upstream of the control structure with approximately 15m of 50mm ducting to be terminated in the kiosk.

2. Removal of downstream radar and associated infra structure and cabling from downstream of the control structure
3. All design elements of the works to be undertaken by the *Contractor*
4. Designer under CDM 2015
5. Principal *Contractor* under CDM 2105

Lechlade

1. 1x 1.2m high fencing with lower infill mesh around site compound to run along the wing walls at the upstream and encompassing the gauging hut on the right bank. 1.2m lockable pedestrian gate located at the entrance to the bridge (Approximately 40 linear meters)
2. 1x 1.2m wide single leaf pedestrian gate complete with a lockable sliding latch in place of the style that is currently in place.
3. 1x 1.2m high fencing with lower infill mesh along the wing walls on the far bank approximately 11 linear meters with lockable 1.2m lockable pedestrian gate located at the entrance to the bridge
4. Access to dip plates must be maintained.
5. All steel work galvanised and powder coated GREEN ral6005
6. Removal and disposal of existing solar panels
7. Installation of solar panel and bracket (Environment Agency supplied)
8. Removal and disposal if existing telemetry aerial
9. Installation of telemetry aerial supplied by the Environment Agency
10. All design elements are be undertaken by the *Contractor*
11. Act as designer under CDM 2015
12. Act as Principal *Contractor* under CDM 2015

Fairford

1. Replace timber door and door frame to gauging station
2. The Lock on the existing door must be reused
3. Remove and dispose of existing door
4. Door to be painted RAL 6019 Pastel Green
5. Installation of telemetry aerial supplied by the EA
6. Act as designer on all elements of the project
7. Act as designer under CDM2015
8. Act as principal *Contractor* under CDM2015

Passfield Mill

1. Decommission and dispose of current stilling well arrangement
2. Decommission and dispose of existing kiosk and associated infrastructure
3. Install new concrete kiosk pad 1mx1mx250mm concrete pad adjacent to the river bank in location shown
4. Act as designer for all elements of the project
5. Act as designer under CDM 2015
6. Act as Principal *Contractor* under CDM 2015.

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 within a week of Contract Award to enable works to start on site in line with the timescales set out in Section 5 of this Contract.

The *Contractor* must produce a Site Waste Management Plan (SWMP). 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 specific Site Waste Management Plan (SWMP) and the current Waste Management Regulations.

2. Drawings

List the drawings that apply to the contract.

<u>Brimpton</u>		Brimpton Drawings file
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

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*.

Priority is for work at Sulham must start first followed by Wycombe

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

<p>The <i>Contractor</i> must submit a programme with the <i>Contractor's</i> Offer for acceptance. The <i>Contractor</i> must show for programme submitted for acceptance (in form of a Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed equipment and labour resources) the following:</p> <ul style="list-style-type: none"> a) Period required for mobilisation b) Construction starting date c) Each of the activities listed within the Price List/Scope d) Any key third party interfaces: lead in periods for materials and sub-<i>Contractors</i>; time required to obtain consents e.g. FRAP/waste permits; e) Completion date f) Anything required from the <i>Client</i> <p>Following contract award, a programme is to be submitted for acceptance by the <i>Client</i></p> <ul style="list-style-type: none"> • Please note the river closure dates listed in section 4. 	
<h2>6. Services and other things provided by the <i>Client</i></h2>	
<p>Describe what the <i>Client</i> will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.</p>	
Item	Date by which it will be provided
Not applicable	
<h2>Site Information</h2>	
Reference in the Pdf doc. Sites and Maps H&T21-22	

<h2>Proposed sub-<i>Contractors</i></h2>		
	Name and address of proposed sub <i>Contractor</i>	Nature and extent of work

1.	Kent Structural & Architectural Ltd Form of Contract:	
2.	Nicholls Boreholes Ltd Form of Contract:	
3.	Tony Gee & Partners LLP Form of Contract:	
4.	Hydro cleanse Ltd Form of Contract:	