



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V1 (as per bidder pack)	Go live template

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Land & Water Services Ltd
For	Burpham Court Farm Breach Repair
	Contract Forms - 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	Red Kite House, Howbery Business Park, Wallingford, Oxfordshire OX108BD	
Address for electronic communications	<div></div> <div>And</div> <div></div>	
The <i>works</i> are	Construction involving the repair of breached section of bank along River Wey and in-channel habitat works in fish bypass channel.	
The <i>site</i> is	Burpham Court Farm near Guildford, GU47NA (centred at NGR TQ0061052856)	
The <i>starting date</i> is	13/02/2025	
The <i>completion date</i> is	01/11/2025	
The <i>delay damages</i> are	£217.59	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	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	The Contract Price	
The <i>Client</i> provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	Replacement Cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	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)	Minimum £5,000,000 in respect of every claim	

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	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 <i>works</i> similar to the <i>works</i>	Minimum Contract Price in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the <i>works</i> or earlier termination
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 (including 2023 amendments) and the following additional conditions		
Only enter details here if additional conditions are required.		
Z1.0	Sub-contracting	
Z1.1	The <i>Contractor</i> submits the name of each proposed 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 correct 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 <i>works</i> 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 <i>works</i> 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 <i>works</i> 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 <i>work</i> 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
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.</p>
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
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 <i>starting date</i> 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 Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]</p> <p>The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 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 <i>Contractor</i> is		
Name	Land & Water Services Ltd	
Address for communications		
Land & Water Services Ltd Albury Mill, Chilworth Surrey GU4 8RU		
Address for electronic communications		
[REDACTED]		
The <i>fee</i> percentage is		
As framework	%	
The <i>people rates</i> are		
As framework		
category of person	unit	rate
The <i>published list of Equipment</i> is		As framework

The <i>percentage for adjustment for Equipment</i> 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	£193,735.00
------------------------------------	-------------

	Enter the total of the Prices from the Price List.
--	--

Signed on behalf of the *Contractor*

Name	
------	--

Position	Commercial Director
----------	---------------------

Signature	
-----------	--


Date	31.01.25
------	----------

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

Signed on behalf of the *Client*

Name	
------	--

Position	Fisheries, Biodiversity & Geomorphology Project Manager
----------	---







Signature	
Date	06/02/2025

Price List

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

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

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

Item Number	Description	Unit	Quantity	Rate	Price
	<u>Precommencement Works</u>				
1	Preconstruction Project Management and production of Construction Phase Plan (CPP) and other associated documents required by SHEW CoP (version 6)	Sum	1		
2	Design – Temporary works	Sum	1		
3	Design – Permanent works	Sum	1		
4	Preparation and submission of information to Thames Water	Sum	1		
5	CCTV survey of pipe crossing prior to mobilisation onto site	Sum	1		
6	Meetings with other Contractors	Sum	1		
	Thames Water TWOSA (not required)				Not priced

	<u>Advance Works</u>				
7	Vegetation Clearance of existing mature grassland (not previously strimmed) in southern fish pass field before bird season commences (if required)	Sum	1		██████
8	Vegetation Clearance of all working areas down to ground immediately before construction to avoid harm to reptiles/amphibians (if not being provided by Guildford Borough Council's Contractor)	Sum	1		██████
9	Tree protection (if not being provided by Guildford Borough Council's Contractor)	Sum	1		██████
10	Materials - Temporary Works	Sum	1		██████
11	Materials - Permanent Works – Breach repair	Sum	1		██████
12	Materials - Permanent Works – Habitat redevelopment, including 8 tonne of gabion stone (100-200mm), 20 tonne of 20-40mm angular flinty/golden gravel	Sum	1		██████
	<u>Site Works</u>				
13	Mobilisation	Sum	1		██████
14	Project management, Supervision and welfare	Sum	1		██████
15	Install and maintain temporary works	Sum	1		██████
16	Construct breach repair	Sum	1		██████
17	Construct Habitat redevelopment - Install riprap and gravel to EA requirements	Sum	1		██████
18	Waste recycling	Sum	1		██████
19	Demobilisation	Sum	1		██████
20	Reinstatement of land access routes	Sum	1		██████
	<u>Post completion</u>				
21	CCTV survey of Thames Water pipeline	Sum	1		██████
22	Post construction documents – “As Built” drawings, Health and Safety File (including information on materials used and maintenance): To be provided within a month of project Completion	Sum	1		██████
23	Completion of the Environment Agency's Carbon Calculator 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				£193,735.00	

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 information

In 2023 a naturalised fish bypass channel was built around Bowers Old Bucks weir at Burpham Court Farm (BCF), near Guildford. This will benefit migratory fish such as trout and eels and all other fish species which rely on the ability to freely move between different habitat types to complete their lifecycles. A planning application for the scheme was approved by Guildford Borough Council (18/11/2022).

The *site*, which is centred at approximately TQ0080352647, is owned by Guildford Borough Council (GBC), and runs alongside the Wey Navigation (National Trust). The Environment Agency instructed Land and Water Services to build the 275m long channel which incorporates three backwater features, with construction completing in Autumn 2023. Immediately post construction work, following repeated and significant flooding, there was a bank failure immediately adjacent to the fish pass offtake structure. This resulted in a bank breach and mobilisation of habitat features immediately downstream of the fish pass structure. To secure the benefits of the project and overall programme, the breach will need to be designed and repaired to prevent future breaches, and habitat features will need to be redeveloped to secure scheme objectives. Design services will involve the design of temporary *works* to manage flows and for access.

Project deliverables

The *Contractor* is to Design and Build a solution that shall consider cost, buildability, carbon, landowner requirements and aesthetics. The objectives of the *works* are:

- to be compatible with the original design of the fish bypass channel (see Drawings list provided)
- to prevent any scour/erosion around the fish pass structure
- have no impact on water levels in the Wey navigation
- have no encroachment into the Wey navigation
- ensure the footbridge crossing over the fish pass exit structure remains accessible from either bank
- shall be as natural and sustainable as possible, encouraging the development of habitats
- to be acceptable to the Environment Agency, National Trust and Guildford Borough Council.

The *Contractor* shall:

- Design and install temporary *works* as required. Dam sections must adhere to all current temporary works regulations. *Works* cannot commence on *site* before the *Client* accepts the design. The *Contractor* must ensure contingency planning is in place to remove any temporary works, plant, compound, welfare facilities etc. in a flood.
- Liaise with Environment Agency Fisheries Specialists with regards to dewatering activities, including closing of the fish pass for *works*. This may necessitate a fish rescue performed by Environment Agency staff, which will need to be allowed for in the programme. Closure of the fish bypass channel and fish rescue is planned for week commencing 24th February 2025, to be performed by the Environment Agency, with a duration of 2 working days.
- Assist the Environment Agency with agreeing access with the landowners and the location of any compound and welfare facility. The *Client* will lead and be responsible for access arrangements.
- Access arrangements will need to have consideration of the project's approved Red Line Boundary.
- Liaise with Thames Water regarding proposed equipment and method of *works* associated with crossing main sewer line.
- Provision of welfare facilities and a compound area as required.
- Provision of traffic management as required.
- 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*. All access routes and working areas must be reinstated on Completion of the *works*.
- Provide details, to be accepted by the *Client*, of any crossings planned over the fish bypass channel to minimise ecological and morphological harm.
- Liaise with the National Trust regarding water level management and impacts to river users during the *works*
- Design and installation of bank repair solution, and erosion protection on south-west bank (upstream and downstream of fish pass structure, on both the inside and north-east banks – see indicative diagram below). Design option to be informed by the outcome of the Optioneering Contract (Burpham Court Farm breach repair feasibility - Land & Water – 1070174992) and the advice given by the Environment Agency to provide a sustainable, naturalised design solution. Construction should be timed so that the bank repair solution is completed to maximise the establishment of vegetation before potential high flows. The

design needs to be reviewed and accepted by the Environment Agency, National Trust and Guildford Borough Council. Preferred *Client* option from Optioneering stage: sheet piling temporary *works*, fish pass bridge realigned to central position to allow for 1.5 slope on the breach repair, composite turf covering the breach, riprap on other areas of potential erosion.

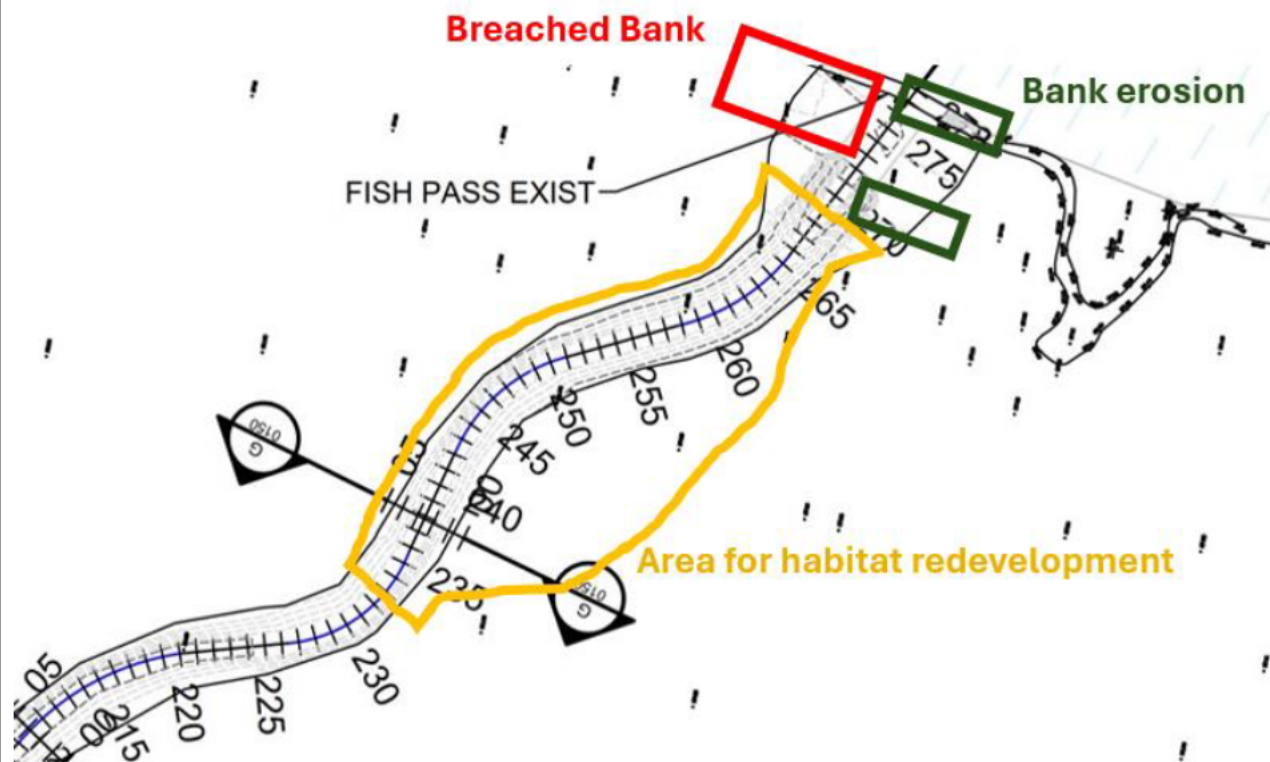
- Identify, plan and procure any surveys and/or investigations required by the temporary and permanent work designs e.g. Ground investigations, GPR surveys
- Liaise with Guildford Borough Council and their Suitable Alternative Natural Greenspace contractor to effectively programme activities and *site* operations. Guildford Borough Council will have contractors on-site during 2025. The *Contractor* will act as Principal Contractor, and agree access and a segregated work and compound areas.
- Plan and execute necessary vegetation clearance for access routes, and reinstate access routes following construction. This should be planned to avoid breeding bird season, and to minimise the risk to reptiles/amphibians by plant movements.
- Build of earthworks to redevelop habitat features immediately downstream of fish pass structure under the supervision of Environment Agency Fisheries and Geomorphology Specialists. This will involve introducing additional gravel to the channel and redistributing existing gravel. The *Contractor* should use gravel already on *site* where possible.
- Once the habitat features have been redeveloped, ensure the fish pass operates effectively with full design flow whilst the *Contractor* is still mobilised and can adjust features under the supervision of Environment Agency Fisheries and Geomorphology Specialists. This should be clearly identified and allowed for in the programme. The *Contractor* should allow for 1 full working day to allow for the fish pass to be reopened, the channel to be assessed Environment Agency Fisheries and Geomorphology Specialists, and subsequent gravel movements undertaken using on-*site* machinery.
- Management and disposal of waste in accordance with the Environment Agency's SHEW Code of Practice
- Before Completion, an input to a suitably developed Health and Safety File must be issued to the Principal Designer along with 'as built' drawings (provided in CAD and pdf format) showing any changes from the original design.
- The Successful *Contractor* should complete an Environment Agency Carbon Calculator. This is the Environment Agency's tool for assessing whole life carbon. To support the *Client* in cutting carbon emissions, the *Contractor* must complete monthly carbon reporting, an 'as built' Carbon Calculator and Final Carbon Report within one month of Completion of the *works*.
- Refer to and update existing site documentation where available from original construction period to reflect new *site* conditions, working arrangements and designs etc.

The *Contractor* shall also:

- Fulfil the duties of Principal Contractor and Designer in CDM 2015 regulations. Duties will include, but are not limited to, producing the temporary *works* schedule, completing the RAG list and liaising with the *Client*, the EA's appointed Principal Designer, and Guildford Borough Council's Contractor for the Suitable Alternative Natural Greenspace construction.
- Have Design duties covering the breach repair solution and erosion protection on the south-west bank. Design duties are not required for the habitat redevelopment works.

- Liaise with the *Client* and the Principal Designer on matters relating to the delivery of the project, compliance with the CDM regulations, flood risk management, regulatory compliance, ecological stewardship and the programme. The *Contractor* must do the *works* considering the information provided in the PCI.
- Ensure that the breach repair and habitat redevelopment are created according to the design. The *works* must be inspected and accepted by the Environment Agency's Fisheries team.
- Agree the specification of aggregate materials for the channel substrate with the Environment Agency's Fisheries team before ordering. Any gravel used to line the channel bed must be angular 20-40mm flinty/golden gravel. Any deviation from this needs to be accepted by the *Client*.
- Ensure that the land is reinstated upon Completion of the *works* to the satisfaction of GBC and the Environment Agency's Fisheries, Biodiversity & Geomorphology team.
- Comply with the Safety, Health, Environment and Wellbeing (SHEW) CoP
- Production of the Construction Phase Plan (CPP) and all other associated documents. A suitably developed CPP must be issued for acceptance no less than 10 days prior to planned mobilisation. Please refer to the previously approved CPP and the Pre-Construction Information (PCI) for further clarification of requirements for the CPP.
- Comply with the planning application and associated conditions (22/P/00881 Guildford Borough Council), with specific reference to discharge of conditions 3 & 4 (23/D/00054 Guildford Borough Council).
- Comply with previously approved EAP and update where instructed by Environment Agency Fisheries, Biodiversity and Geomorphology team.
- All communications are to be made electronically and will be agreed in detail at project start up. It is anticipated that monthly progress meetings, design review meetings and weekly *site* meetings during construction, will be held, and an allowance should be made for this, as well as ad hoc meetings as required to deliver the project.

Diagram illustrating *works*:



2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
5192284-ATK-PC-ZZ-DR-C-0004	1.6	GENERAL ARRANGEMENT OF PIPE CROSSING SLAB
5192284	2	GENERAL ARRANGEMENT PLAN
5192284-ATK-XX-ZZ-DR-C-0150-C4	C4	Fish pass channel plan and long section
5192284-ATK-XX-ZZ-DR-C-0151-C5	C5	Fish pass channel fish pass exit plan and cross sections
5192284-ATK-XX-ZZ-DR-C-0152 A-C4	C4	Fish pass channel fish pass entrance plan and cross sections
5192284-ATK-XX-ZZ-DR-C-0153-C2	C2	Backwater 1 plan, long section and cross sections
5192284-ATK-XX-ZZ-DR-C-0154-C2	C2	Backwater 2 plan, long section and cross sections
5192284-ATK-XX-ZZ-DR-C-0155-C2	C2	Backwater 3 plan, long section and cross sections
5192284-ATK-XX-ZZ-DR-S-0005	C02	General arrangement for fish pass exit structure

5192284-ATK-XX-ZZ-DR-S-0006	C03	Reinforcement details of fish pass exit structure sheet 01 of 03
5192284-ATK-XX-ZZ-DR-S-0007	C02	Fish pass exit structure walkway arrangement
5192284-ATK-XX-ZZ-DR-S-0008	C03	Reinforcement details of fish pass exit structure sheet 02 of 03
5192284-ATK-XX-ZZ-DR-S-0009	C03	Reinforcement details of fish pass exit structure sheet 03 of 03
A120101-TGEE-BC-19-DR-C-0001-C01	C01	Burpham Court Site Hazard Plan
A120101-TGEE-BC-19-DR-C-0002-C01	C01	Burpham Court Bund Layout

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Environment Agency SHEW Code of Practice September 2023 (version 6)	Version 6	
2024 Asset Operation, Maintenance and Response Framework	2024	
Construction (Design and Management) Regulations 2015 (CDM 2015)	2015	

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*.

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

Burpham Court Farm is owned by Guildford Borough Council who are supportive of the work, but the *Contractor* will need to agree working methodologies and access agreements in advance of the *works*. The *Client* will be responsible for ensuring any land agreements are in place before the *works* commence.

<p>Guildford Borough Council will have contractors on-site during 2025 for the construction of the Suitable Alternative Natural Greenspace. It is anticipated that the <i>Contractor</i> will agree access and a segregated work and compound areas.</p>
<p>Burpham Court Farm is not currently accessible to the public (other than the occasional trespasser) but may be opened to the public in the future.</p>
<p>All temporary <i>works</i> and access arrangements around them will be sole responsibility of the <i>Contractor</i>.</p> <p>There is a bridge over the River Wey which connects the north and south parts of the <i>site</i>. A structural assessment determining the loading capacity of the bridge was carried out by an ESE Contractor and will be available to the <i>Contractor</i>.</p>
<p>Construction of the bypass channel is close to Bowers Old Bucks Weir. <i>Contractor</i> will need to be considerate of Bowers Old Bucks Weir in their construction planning / methodology and adopt a method of working to protect the structure during the <i>works</i>.</p>
<p>Construction should be timed so that the bank repair solution is completed maximise the establishment of vegetation before high flows.</p>
<p>Thames Water are constructing a new sewer pipe within this project's red line boundary. Thames Water plan to have finished working within this project's red line boundary by planned start date. The Environment Agency will maintain contact with Thames Water. The <i>Contractor</i> should be informed if this situation changes.</p>
<p>The <i>works</i> are located within the floodplain. The <i>Contractor</i> will need to ensure that contingency planning is in place to remove any temporary <i>works</i>, plant, compound, welfare facilities etc. in the event of a flood.</p>

The measures outlined in the Ecological Survey Report must be incorporated into the *Contractors* CPP/EAP and be complied with. This includes but is not limited to the following:

- 10m buffer zones along the River Wey and adjacent to wetland features. Buffers should be fenced with bunting or similar. Where a 10m buffer cannot be maintained along the River Wey or adjacent to wetland features (for example, alongside the pond near the *site* entrance and where the wetland feature and River Wey are very close to each other in the middle of the *site*), measures to prevent run-off should be considered.
- The *Contractor* will protect all of the retained trees and their Root Protection Areas (RPAs) within 10m of the proposed *works* with bunting or similar as outlined in the Arboricultural Impact Assessment and Tree Constraints Plan.
- Any tree or shrub clearance will be done outside of the bird breeding season (typically from March to August inclusive) where possible. This also applies to the existing mature grassland sward in the southern fish pass field where it has not previously been strimmed. If clearance is required within the main breeding bird season, vegetation must be checked for active nests by the EA's FBG team no more than 48 hours before removal. If an active nest is found, an appropriately sized exclusion zone will be set up around the nest until the young birds have fledged.
- To minimise the risk to amphibians/reptiles, the scrub/grass within the working area should be cut to 150mm and left for a minimum of 24 hours to allow amphibians/reptiles to move into surrounding habitat, followed by cutting the vegetation to ground level and leaving for a further 24 hour minimum period. Prior to strimming, the EA's FBG team will carry out a destructive finger-tip search of any potential refugia or hibernacula to allow any resting amphibians to move out of the area.
- If using percussive piling techniques: To minimise any impact, piling activities must avoid the coarse fish spawning season (15th March to 15th June inclusive). When piling, the rate of the driving hammer must be increased slowly over a 5-minute period to enable fish to swim away from the area before the full power of the pile hammer is felt. Piling must avoid early morning and late afternoon.
- If using vibro or silent piling techniques: Once the bypass channel is dewatered the risk to spawning fish is minimised. Piling can be undertaken within the fish spawning season.
- The location of Himalayan Balsam (and any other non-native invasive species) will be mapped and demarcated by the Environment Agency's FBG team before *works* commences to ensure these areas are avoided. Where excavation and/or vegetation clearance is required in these areas, the *Contractor* must separate and dispose of any arisings via a waste carrier that is licensed to take non-native invasive species. This will be given to the *Contractor* as an instruction.
- All *works* will follow up-to-date EA guidance regarding control measures when working in the vicinity of invasive species [How to stop invasive non-native plants from spreading - GOV.UK](https://www.gov.uk/guidance/how-to-stop-invasive-non-native-plants-from-spreading)

The EA's FBG team will carry out an ecological walkover in advance of any vegetation clearance and the *works* themselves to check that no additional ecological constraints have arisen since the last survey was carried out. Any additional ecological constraints/mitigation required will be advised to the *Contractor* as an instruction and incorporated into the EAP.

The *Contractor* will plan *works* with consideration to the known archaeological features on *site*, as outlined in the "Burpham Court earthwork survey" produced by Oxford Archaeology.

The *Contractor* shall notify the *Client* of any issues that may affect residents or the public (e.g. piling) and the dates and times of expected disturbances.

At the pre-start up meeting the *Client* will advise which activities in the *Contractors* programme will be the subject of tests or inspections.

There is a Thames Water sewer that runs across the *site*. Thames Water have indicated that a Thames Water Operational Safety Authorisation (TWOSA) will not be required unless the *works* are intrusive (i.e. working inside a TW manhole or sewer). They will need to review proposed equipment and method of *works* to assure themselves that there is no increased risk of damage to their existing assets within the working zone. The *Contractor* is responsible for liaising with Thames Water on their requirements and obtaining their authorisation.

Working times

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday), with piling restricted to the hours 9am – 5pm.

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 programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which they submit for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the *works* and proposed plant and labour resources) the following:

- (a) Period required for mobilisation/ planning & post contract award
- (b) Contract starting date
- (c) Construction starting date
- (d) Each of the activities listed within the Price List, including activities which are dependent upon river level
- (e) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/permits; stated constraints; *Contractor's* risks.
- (f) Completion date
- (g) Information to be provided, who it is to be provided by, and the date by which it is to be provided including anything required from the *Client*
- (h) Order and timing of tests, inspections and commissioning activities whether done by the *Contractor* or *Client* or others, including FBG inspection following the channel redevelopment *works*
- i) Design period
- j) Design review period
- k) Any surveys required to inform design

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

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
None	
<h1>Site Information</h1>	
Further <i>site</i> information is included within the PCI: "PCI fish pass PCI"	
There are two Thames Water manholes in land adjacent to the proposed fish bypass channel that are known to frequently surcharge raw sewage. Please report any pollution incidents to the EA Hotline - 0800 80 70 60.	
Access: <ul style="list-style-type: none"> - BCF Accommodation Bridge Details (Oct 1992) 	
Burpham Court Farm Bridge 1993	
Environmental surveys: <ul style="list-style-type: none"> - Archaeological Desk-Based Assessment, October 2019 (1) - Archaeological Walkover Survey Addendum, June 2021 (v.1) - Tree Constraints Plan-1476032 - Tree survey - Burpham Court Farm fish bypass channel ecological report (Sept 2021) 	
Burpham Court Farm Arboricultural Impact Assessment	
Previous FRAP docs: <ul style="list-style-type: none"> - Burpham – FRAP TMP RAMS & EMP - Burpham FRAP – Part A - Burpham FRAP – Part B10 - Burpham FRAP – Part F3 - Red Line Boundary & Design - Appendix I Flood Risk Assessment (in 'Designer's docs) - Flood Risk Appendix A_Burpham_Technical Note v1.0 (in 'Designer's docs) - Flood Risk Appendix B_Burpham_Hydraulic modelling summary_v1.0 (in 'Designer's docs) - Burpham Court Farm fish bypass channel ecological report (Sept 2021) (in 'Environmental surveys) 	
Tree Constraints Plan-1476032 (in 'Environmental surveys)	
Ground investigations: <ul style="list-style-type: none"> - GI in info in WWT SUR02-2-K Concept Design Report (pages 18, 32-34 only) 	
6 photos of GI	
Planning app docs/drawings:	

[23/D/00054 | Discharge of conditions 3 \(construction phasing and protection measure scheme\) and 4 \(construction transport management plan\) of planning permission 22/P/00881, approved on 16/11/2022. | Burpham Court Farm, Clay Lane, Jacobs Well \(guildford.gov.uk\)](#)

23/D/00054 | Discharge of conditions 3, including:

METHOD STATEMENT & RISK ASSESSMENT C3085 – Thames Water interface

23_D_00054-CONSTRUCTION_TRANSPORT_MANAGEMENT_PLAN-1792085

23_D_00054-SITE_TRAFFIC_MANAGEMENT_PLAN-1792088

[22/P/00881 | Construction of a naturalised fish bypass channel, incorporating three backwater features, an inlet structure \(also serving as a crossing point\), a formal crossing over a Thames Water sewer pipe and an informal rock ramp structure, along with construction of an earth bund along the boundary with Clay Lane. | Burpham Court Farm, Clay Lane, Jacobs Well \(guildford.gov.uk\)](#)

22/P/00881, including:

22_P_00881-METHOD_STATEMENT___RISK_ASSESSMENT-1712222

22_P_00881-ARCHAEOLOGICAL_EVALUATION_REPORT-1712225

22_P_00881-ENVIRONMENTAL_MANAGEMENT_PLAN-1712229

22_P_00881-LAND_AND_WATER_SERVICES_ENVIRONMENTAL_MANAGEMENT_PLAN-1707968

22_P_00881-GENERAL_ARRANGEMENT_PLAN-1677748

22_P_00881-LANDSCAPE_AND_ECOLOGICAL_MANAGEMENT_PLAN-1677749

22_P_00881-LOCATION_PLAN_-_RED_LINE_BOUNDARY-1677750

22_P_00881-GENERAL_ARRANGEMENT_OF_FISH_PASS_EXIT_STRUCTURE-1677765

22_P_00881-FISH_PASS_EXIT_STRUCTURE_WALKWAY_ARRANGEMENT-1677769

22_P_00881-ECOLOGICAL_SURVEY_REPORT-1677735

Services search pack, including the following:

- Utility search request_Burpham Court Farm
- Site map
- Results Schedule
- LSBUD
- At a glance
- SGN
- UK Power Networks
- National Grid
- BT
- Cityfibre
- Vodafone
- Zayo
- CA Telecom
- Instalcom
- Sky
- Verizon
- Virgin Media
- Thames Water – clean water

- Thames Water – waste water

River obstructions

240724-1.3-WSSANG-TPP-NC – Updated tree plan from Guildford Borough Council in regard to their Suitable Alternative Natural Greenspace construction.

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:	