

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

Land and Water Services

For

Design and Build contract for Thames Lock Winch Points
Remedial Works - ENV6005997R

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	<p>To design and build the replacement of 56 existing winch points at 22 lock sites on the River Thames, distributed over 22 lock sites on the Thames.</p> <p>To remove two winch points at Cookham Lock</p> <p>To replace a broken cover and frame at Teddington Lock</p>	
The <i>site</i> is	22 lock sites on the Thames. Listed in the Scope section	
The <i>starting date</i> is	1 December 2022	
The <i>completion date</i> is	14 June 2023 (note the constraints set out in the Scope and tender clarifications)	
The <i>delay damages</i> are	217.35	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	104	weeks after Completion
The <i>defects correction period</i> is	2	weeks
Except that the <i>defects correction period</i> for health and safety matters is 24 hours		
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		

The *Adjudicator* 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 *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* 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 £1,000,000 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 <i>tribunal</i> is	litigation in the courts
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions	
Only enter details here if additional conditions are required.	
Z1.0	Sub-contracting
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of invoice.
Z2.0	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent.
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.
Z4.0	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5.0	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.
Z6.3	<p>The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors • 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

	<ul style="list-style-type: none"> • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z7.2	Clause 60.1 (8) second bullet point is amended to: “are not weather conditions or floods and”
Z7.3	Clause 60.1 (9) is amended to: “The Contractor is prevented by weather or floods from carrying out all work on the site for periods of time, each at least one full working day, which are in total more than one seventh of the total number of days between the <i>starting date</i> and the Completion Date. In assessing this event, only the working days which exceed the limit and on which work is prevented by no other cause are taken into account.”
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.</p>
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12.0	Packaging
Z12.4	For contracts containing packages of projects the <i>Client's Contract Data, Scope and Site Information</i> particular to an individual project is contained within its Site Specific Pack
Z30.0	<p>Material Price Volatility</p> <p>The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2023 the Client will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.</p>
Z30.1	<p>Defined terms</p> <p>a) The Latest Index (L) is the latest index as issued by the <i>Client</i>. The L, which is at the discretion of the <i>Client</i>, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.</p> <p>b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.</p> <p>c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.</p>
Z30.2	<p>Price Volatility Provision</p> <p>Through a Compensation Event the <i>Client</i> shall pay the PVP. PVP is calculated as:</p> $\text{Assessment} \times \text{MF} \times \text{L} = \text{PVP}$ <p>If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the <i>Client</i>. The PVP calculated at the last assessment before 30 June 2023 is used for calculating the price increase after that date.</p>
Z30.3	<p>Price Increase</p> <p>Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.</p>

Z30.4 Compensation Events

The *Contractor* shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2023 period compensation event.

Assessment Date	Defined Cost?	Forecasted Cost?
31 st Jul 21	In period costs only	No
31 st Aug 21	In period costs only	No
30 th Sept 21	In period costs only	No
31 st Oct 21	In period costs only	No
30 th Nov 21	In period costs only	No
31 st Dec 21	In period costs only	No
31 st Jan 22	In period costs only	No
28 th Feb 22	In period costs only	No
31 st Mar 22	In period costs only	No
30 th Apr 22	In period costs only	No
31 st May 22	In period costs only	No
30 th Jun 22	In period costs only	No
31 st Jul 22	In period costs only	No
31 st Aug 22	In period costs only	No
30 th Sept 22	In period costs only	No
31 st Oct 22	In period costs only	No
30 th Nov 22	In period costs only	No
31 st Dec 22	In period costs only	No
31 st Jan 23	In period costs only	No
28 th Feb 23	In period costs only	No
31 st Mar 23	In period costs only	No
30 th Apr 23	In period costs only	No
31 st May 23	In period costs only	No
30 th Jun 23	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

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

Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Land and Water Services Ltd	
Address for communications	Weston Yard, Albury, Guildford, GU5 9AF	
Address for electronic communications		
The <i>fee</i> percentage is	As per framework	%
The <i>people rates</i> are	As per framework	
category of person	unit	rate
	As per framework	
The <i>published list of Equipment</i> is		As per framework
The <i>percentage for adjustment for Equipment</i> is		As per 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 £233,219.77

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Head of Business Improvement

Signature

Date

06/01/23

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

Signed on behalf of the *Client*

Name

Position

Senior Commercial Officer

Signature

Date

11/01/23

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
1	Preliminaries and supervision	sum			£ 25,492.50
2	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. The production of a Waste Management Plan. Maintenance and adherence to the Environmental Action Plan (EAP).	sum			£ 875.00
3	All licences, permits and approvals necessary to provide the Works (<i>Contractor</i> to detail)	no	22		inc
4	Detailed design as necessary to provide the Works detailed in the Scope	sum			£ 24,462.50
5	GPR survey or PAS128 risk assessment of areas of intrusive works and other areas at all sites (x22) as deemed necessary by Contractor.	no	22		£ 5,156.25
6	Precondition photographic surveys of working areas at all sites (x22)	no	22		£ 2,406.25
7	All surplus wastes generated by the works to be disposed of off-site in accordance with the current Waste Management Regulations.	sum			£ 875.00
8	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).	sum			£ 11,687.50
9	Completion of relevant forms to provide cost and carbon information to the Environment Agency. Completion of the Environment Agency's Carbon Optimisation Report to inform the design stage, and Final Carbon Report for the 'as built' project to be provided within a month of construction completion.	sum			£ 5,156.25

10	Remove existing loops and rings of 56 winch points at 22 lock sites as listed in the Scope.	no	56		£ 28,153.13
11	Fabrication of 56 winch points for 22 lock sites as listed in the Scope.	no	56		£ 35,000.00
12	Install replacement of 56 winch points at 22 lock sites as listed in the Scope.	no	56		£ 44,711.63
13	Remove winch points on left and right bank of the Middle Gates at Cookham Lock	sum			£ 978.13
14	Remove and replace the broken box cover and frame on the head gate, right bank at Teddington Launch Lock	sum			£ 1,103.13
15	Arrange and provide tests and certification of pull weights (new and existing assuming 4no at each site) at all lock sites by an Environment Agency approved Supplier	no	22		£ 47,162.50
The total of the Prices					£233,219.77

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

1. Description of the works

Project summary

Thames lock winch points are a vital part of the overall lock infrastructure and are required for holding back a lock gate while work is undertaken to either the anchor plate and/or collar strap.

The sites and work required

- The *Contractor* is required to design and build the replacement of 56 existing winch points at 22 lock sites on the River Thames, distributed as follows:

1. Iffley Lock – Tail (left bank) x 1
2. Abingdon Lock – Head (right bank) x 1
3. Clifton – Tail (left bank) x 1
4. Cleeve Lock – Head (left bank) x 1 and Tail x 2
5. Goring Lock – Head x 2 and Tail x 2
6. Whitchurch Lock – Head x 2 and Tail x 2
7. Mapledurham Lock – Head x 2 and Tail x 2
8. Caversham Lock – Head x 2 and Tail x 2
9. Sonning Lock – Head x 2 and Tail (left bank) x 1
10. Marsh Lock – Head x 2 and Tail x 2
11. Hambleden Lock – Head x 2 and Tail x 2
12. Hurley Lock - Head x 2 and Tail x 2
13. Temple Lock - Head (right bank) x 1 and Tail (left bank) x 1
14. Cookham Lock - Head x 2 and Tail x 2.
15. Bray Lock - Head (left bank) x 1 and Tail (left bank) x 1
16. Boveney Lock - Tail (left bank) x 1
17. Romney Lock - Tail (left bank) x 1
18. Old Windsor Lock – Head (left bank) x1 and Tail (left bank) x 1
19. Penton Hook Lock – Head (right bank) x 1 and Tail x 2
20. Chertsey Lock - Tail x 2
21. Shepperton Lock - Head (right bank) x 1
22. Teddington Launch Lock – Head (left bank) x 1.

For clarification, “Head” refers to Head Gates, “Tail” to tail gates. Left/right bank descriptions refer to the side of the lock chamber when facing downstream. Where the description states “x2”, both left and right banks are to be replaced; “x1” refers to the left or right bank stated.

- Additionally, services should be provided for the following works:
 - Cookham Lock - Remove winch points on left and right bank of the Middle Gates to prevent use as gates are redundant
 - Teddington Launch Lock - Replace broken box cover and frame on the head gate, right bank. Design to be as existing.
- The *Contractor* shall fulfil the Principal Contractor (PC) role and discharge the duties in accordance with the requirements of the Construction (Design and Management) Regulations 2015 and in particular regulations 12, 13, 14, 15 and part 4.

Design requirements

The design requirements for the replacement of the winch points are:

- The existing loop of metal and ring is to be removed and a replacement designed, supplied and installed in the existing location
- New winch points should be of appropriate strength to pass a pull test weight to be confirmed by the *Client*
- The ring size is to be selected by the *Contractor* as appropriate to fulfil the above requirements.
- Appropriate British Standards should be identified and used for all aspects of the works and materials used
- The winch point should be installed at a level to avoid the winch strap rubbing on the housing
- There should be no trip hazards in the area of work following installation
- The *Contractor* must accept any risk surrounding likely damage caused by their method of working for the works.
- Assumptions to be made based on site archive information provided by the *Client*

Contractor document deliverables

- With regards delivery of information, Building Information Modelling (BIM) requirements will apply as follows:
 - The *Client* will provide an Information Delivery Plan (IDP) outlining deliverables (documents and drawings) required. This will be on an Asite project workspace to which the *Contractor's* named Information Manager will be given access.
 - The *Contractor* will provide a Project BIM Execution Plan (BEP) including a response to the IDP, informing how BIM requirements will be applied in accordance with Employers Information Requirements (EIR) version 2.5, and commenting on and/or agreeing to the IDP deliverables. The *Client* will provide a BEP template and Asite workspace access for this purpose.
 - Following *Client* and *Contractor* agreement on deliverables and process, a final version of the BEP will be produced by the *Contractor* and the IDP on Asite updated to show file names/items within 6 weeks of contract award.
 - All project deliverables listed on the IDP beyond "Work In Progress" stage are to be exchanged via the IDP.
- The *Contractor* shall carry out detailed design and submit design drawings, for all elements of the proposed works, to the *Client* for acceptance, allowing for amendments in line with the scope, with at least 10 working days allowed in the programme for review.
- The *Contractor* will provide a Carbon Calculator at both the end of the design and construction stages, and a Final Carbon Report following construction.
- The *Contractor* must prepare 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 *Client* before commencement on site. This should encompass each site as listed above. Note: A suitably developed Construction Phase Plan must be issued for approval not less than 10 days prior to planned mobilisation. Pre-construction Information (PCI) is provided by the *Client*.
- The *Contractor* must provide not less than 15 working days' notice to the *Client* should a lock closure be required (refer to Site Information for assumption), providing dates of work in the programme.
- Maintenance and adherence to the Environmental Action Plan (EAP) is required. (EAP in its initial format provided by the *Client*)
- The *Contractor* must produce a Site Waste Management Plan (SWMP) to cover all sites. Re-use or recycling of materials should be carried out wherever possible. However, the *Contractor* is to allow for the cost associated with waste not suitable for reuse within the permanent works. This must be disposed of off-site in accordance with the Site Waste Management Plan (SWMP) and the current Waste Management Regulations.
- The *Contractor* must independently obtain and include all costs associated with any environmental permits, licences, consents and approvals required to deliver the works.
- The *Contractor*, as Operator, will in accordance with clause Z2.2 be required to sign and pay for Flood Risk Activity Permits (FRAP) for any sites deemed necessary by the *Client*. The *Contractor* will need to prepare and submit the FRAP application (which will be required for each project) 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.

- Site specific Traffic Management Plans should consider any interruptions/diversions to public rights of way and be avoided where possible, and/or consent acquired.
- Site specific Hazard Maps must be produced by the Contractor as per section 3.3.3 of the SHEW COP. These should be in a format that can be reused by the Client.
- Access must be maintained at all times to the lock, lock house, other buildings, operational plant, telemetry equipment and areas on the lock/weir side not affected by the works.
- All access routes and working areas must be reinstated on completion of the works.
- The *Contractor* should provide appropriate welfare facilities
- The *Contractor* is to provide GPR or a PAS128 risk assessment as appropriate regards underground services
- The *Contractor* will ensure that a good level of communication is maintained with the project team and the lock keeper and any relief lock staff for each site, as well as members of the public, so that the *Contractor's* activities whilst carrying out the works are mutually understood. However, formal public relations shall be managed by the *Client*. The *Contractor* shall notify the *Client* of all press or media enquiries.
- A detailed photographic record of all working areas must be carried out by the *Contractor* prior to works commencing on each site and provided to the *Client*.
- Prior to completion, a suitably developed Health and Safety File (template provided by the *Client*) must be issued by the *Contractor* to the Principal Designer along with 'as built' drawings (provided in CAD and pdf format) showing any changes from the original approved design.
- Following installation of the new winch points, the *Contractor* should arrange for tests and certification of pull weights of the newly installed winch points to be undertaken by a *Client* approved Supplier.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Minimum Technical Requirements	30th December 2021 v12	

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

1. The *Contractor* shall not commence any work on the *site* until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract
2. The *Contractor* is to prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the *works*
3. The Contractor will not be able to have access to the Sites after the 31st March 2023.

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

The *Contractor* must submit a programme with the *Contractor's* Offer for acceptance. The programme must show each project separately, with a planned completion date for each individual project in the package.

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

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

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

- j) Planned completion date (for each individual project where they have been awarded as a package)
- k) Contract Completion Date
- l) All time risk allowances

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

Item	Date by which it will be provided
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Site Information

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

- That relating to areas within Environment Agency ownership that are excluded from *Contractor* access.
- Areas where the *Contractor* may be able to install a site compound and/or parking.
- Welfare facilities which may be available at each site.
- Service searches showing known utilities services at each site
- Photographic records for each site
- LOLER examination reports for each site (dated 2022)

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

It is estimated approximately half of the sites do not have direct vehicular access and will require walking and manual handling to transport materials and equipment up to 200m.

The *Client* assumes no lock closure will be required based on the scale of works and low boating season The *Client* will be responsible for issuing Harbour Master Notices and notifications and correspondence with river users and local residents. The *Contractor* should advise on need for lock closures and interruptions with at least 15 working days notice as per the scope.

Based on initial conversations, information known to date and informally proposed design and construction method, the West Thames Consents department have advised these works *will not require a flood risk activity environmental permit (FRAP)*.

This was based on the following assumptions:

- It looks like the manhole will be small and, judging from the photos provided, that they will be created on a hard bank.
- Hand-held tools will be used to undertake the work.
- There will be no land raising as a result of these works and these works are effectively like for like replacements.
- There will be no pontoon or barge needed to undertake the works.

And the works will not:

- cause damage or affect the stability of the bank
- damage or alter or remove any river control works
- divert or obstruct water from the river or affect the drainage of the river, or
- interfere with the EAs access to or along the river

Any change to the above may alter the advice regards the need for a FRAP.

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.		
2.		
3.	Form of Contract:	
4.	Form of Contract:	