

Form of Variation
PCSA JCT 2016

Project Name:

Barkham Farm Solar Farm –
PCSA JCT 2016

VARIATION ORDER NUMBER VO-03

Date: 23 December 2024

Agreement Reference:

Pre-Construction Services for Barkham
Solar Farm at Barkham Farms, Barkham
Ride, Barkham, Wokingham, Berkshire,
RG40 3EX. (the “Agreement”)

Value of this Variation



Contractor Name:

Equans E&S Solutions Limited

Change

By this variation order (“Variation”), Equans E&S Solutions Limited (the Contractor) is instructed by Wokingham Borough Council (the Employer), and the Contractor agrees to proceed with the change as set out below. This Variation is submitted pursuant to the Agreement Section 5 ‘Additional Services, Fee Adjustment’

1. Scope of Works

The Contractor has developed a scope of works as part of the appended proposal (Barkham Farm Solar Farm – Commencement Works Bellmouth Construction Proposal Rev S2 06.12.2024 o BFSF-EQNS-XX-DR-C-0012 the “Commencement Works Proposal”) to meet planning condition 1 requirements for the development at the Barkham Farm for the Barkham Solar Farm. The Employer hereby instructs the Contractor to perform the works set out in the Commencement Works: Bellmouth Construction Proposal as Additional Services under the Agreement.

The scope of works comprises the construction of the southern bellmouth and access into the site, including drainage and kerbs as set out in the Commencement Works: Bellmouth Construction Proposal. This includes movement of the existing fence, temporary traffic management, vegetation clearance and site set up.

The works shall be undertaken in accordance with the following documents.

- o Commencement Works Proposal
- o BFSF-CURT-XX-DR-C-9580 o BFSF-UKTM-ZZ-DR-Z-0001 (Traffic Management Plan)
- o UKTMS Quotation - Traffic Management o S171 Licence Certificate - Barkham Ride, Barkham - Equans E&S Limited Jan25

Licences required to proceed with the works have been obtained by Equans E&S Solutions Limited, including Licence S171 and later requirement of Section 50.

The Commencement Works Proposal includes for all CDM documentation to be produced and site

management for delivery of the works.

The Contractors appointed by Equans shall:

- Comply with all relevant legislation and regulations and the Contractor's health & safety policies and procedures, and additionally, to Equans' Safe Systems of Work that are applicable on the construction phase. Such as:
 - SSOW for Temporary Works
 - SSOW for Digging works
 - SSOW for overhead lines and underground services
 - SSOW for Mobile Plant and Equipment.
- Comply with Licences requirements (S171 and S50) as obtained.

The Parties agree that in respect of the price payable for the Additional Services there are:

- No retention on payments.
- No Liquidated Damages.
- No fluctuations.
- Payment to be made 100% in full and applied for each month to cover the % of works completed in that month or up to the point of the submission of the application for payment for the works completed.

Equans Insurances for the duration of the works

- Construction All Risks Insurance capped at [REDACTED]
- Employers Liability Insurance capped at [REDACTED]
- Note: Existing structures and assets to be insured by the Employer.

2. Programme for completion

Works to commence by: 13/01/2025

Works to be completed by: 03/02/2025

Work can be carried out as per the Licence (reference ARN-360-15480049) between 09:30 hr and 16:00 hr.

3. Breakdown of Price

As included within the Proposal, and as extracted below.

Item	Cost
Hilights Southern Limited - Bellmouth Construction	[REDACTED]
UKTMS Traffic Management	
Principal Designer fee	
Site Management	
Design Lead Support and site visit	
Project Management	
ACC Documentation Manager	
Contingency	
Total (excl. VAT)	

A total cost agreed of [REDACTED]

4. Implications to Existing Works

Not applicable

The planning consent for the construction of the 30 MW Barkham Solar Farm is subject to the commencement work being completed timely (started before the 21st of January 2025)

5. Enclosures

- Commencement Works Proposal

Change(s) required to terms of Agreement:

Addition of Construction All Risk Insurance due to the commencement of construction work on site.

Notwithstanding any other provision in the Agreement the Contractor's total aggregate liability under or in connection with these Additional Services, whether in contract, for negligence (including indemnities), tort for breach of statutory duty or otherwise shall not exceed the Variation price PROVIDED that this clause shall not exclude or limit the Contractor's liability for:

- (a) death or personal injury caused by the Contractor's negligence; or
- (b) fraud or fraudulent misrepresentation"

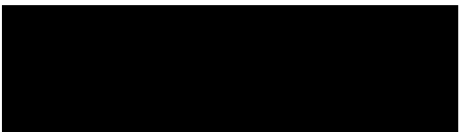
Change Order Status:

- Variation price (net)



The Variation price above is net of VAT (at the applicable rate) but inclusive of all other taxes, insurance, delivery, supervision, overhead, and profit.

Not valid until signed by both Parties below

EQUANS E&S SOLUTIONS LIMITED Gregory Allouis - Energy Solutions Director	WOKINGHAM BOROUGH COUNCIL JOHN SPENCER – Development Project Manager
	
Date: 24/12/2024	Date: 23/12/2024
EQUANS E&S SOLUTIONS LIMITED [_____]	
Date:	

