NEC4 Engineering and Construction Short Contract

A contract between	**The Environment Agency** **Horizon House** **Deanery Road** **Bristol** **BS1 5AH**
And	
For	Lower Soar 10Year Floodbanks Top-ups
	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 *Client* is	
Name	Environment Agency	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
The *works* are	Repairs of River Soar's flood embankments	
The *site* is	[redacted]	
The *starting date* is	To be determined by the Contractor's programme, but no earlier than July 2024	
The *completion date* is	To be determined by the Contractor's programme, but no later than October 2024	
The *delay damages* are	Nil	Per day
The *period* for reply is	2	weeks
The *defects date* is	52	weeks after Completion
The *defects correction period* is	4	weeks
The *assessment day* is	the last working day	of each month
The *retention* 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 *works*	The replacement cost	The *Client's* 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 *Contractor's* 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 *Contractor*) arising from or in connection with the *Contractor's* 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 *Contractor* 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 *Contractor* to use the skill and care normally used by professionals providing works similar to the works	Minimum £3,000,000 in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination

The *Adjudicator nominating body* is	The Institution of Civil Engineers
The *tribunal* is	litigation in the courts

The *conditions of contract* 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 *Contractor* submits the name of each proposed subcontractor to the *Client* for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the *Contractor* to Provide the Works. The *Contractor* does not appoint a proposed subcontractor until the *Client* 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 *Client* 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 *Contractor* is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The *Client's* acceptance of a tender and the *Client's* 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 *Client* and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The *Contractor* may publicise the works only with the *Client's* 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 *Client* but is not warranted correct. The *Contractor* 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 *Contractor* to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The *Contractor* designs the parts of the works which the Scope states they are to design.
Z6.3	The *Contractor* submits the particulars of their design as the Scope requires to the *Client* for acceptance. A reason for not accepting the *Contractor's* design is that it does not comply with either the Scope or the applicable law. The *Contractor* does not proceed with the relevant work until the *Client* has accepted this design.
Z6.4	The *Contractor* 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 *works* are affected by any one of the following events • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the *Contractor* 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 *Contractor* shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the *Client*.
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the *Contractor* terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the *Client's* Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
Z110	Inflation At the Contract Date the total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments. The number of Price Adjustments shall be equal to: The number of months between the Completion Date included at the *starting date* and the Contract Date. The proportion of Price Adjustment shall be equal to: The total of the Prices at the Contract Date / The number of Price Adjustments Each time the amount due is assessed, the Price Adjustment shall be: The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate] 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 Provided always that the fixed number of Price Adjustments has NOT been exceeded. The Price Adjustment adjusts the total of the Prices. 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.

Contract Data

The *Contractor's* Contract Data

	The *Contractor* is	
Name	[redacted]	
Address for communications	[redacted] T	
Address for electronic communications	[redacted]	
The *fee* percentage is	[redacted]	%
The *people rates* are		
category of person	unit	rate
The *published list of Equipment* is		
The *percentage for adjustment for Equipment* is		

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	[redacted]
	Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name	[redacted]
Position	[redacted]
Signature	[redacted]
Date	[redacted]

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

Signed on behalf of the *Client*

Name	[redacted]
Position	[redacted]
Signature	[redacted]

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
1	Mobilization - Project Management - Site set up - Underground/overhead utility check - Demarcation of services - Establish site welfare facilities, etc. Other(s) - please specify	1		Sum	[redacted]
2	Area 1- River Soar's flood embankment repair works (see below scope of the required work at this area).	1		Sum	[redacted]
3	Area 2 – River Soar's flood embankment repair works (see below scope of the required work at this area).	1		Sum	[redacted]
4	Area 3 – River Soar's flood embankment repair works (see below scope of the required work at this area).	1		Sum	[redacted]
6	Demobilisation - Site clearance and reinstatement including all access routes - Leave site clean and tidy - Final Inspection and acceptance	1		Sum	[redacted]
7	Remove the temporary fencing from the two working areas when the grass is fully established.	1		Sum	[redacted]
8	Supply completion report/ H&S File detailing works carried out, and photographs taken before during and after the works.	1		Sum	[redacted]
				The total of the Prices	[redacted]

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.

Area 1: River Soar's flood embankment 147783, right bank downstream of Normanton Minor Pumping Station - SK5132823279, SK5125023371 & SK5106723382

Remove the grass from the three low spot areas on the flood embankment.

Remove topsoil and subsoil layers to expose the area around the outfall at SK5132823279 to check the condition of the outfall, headwalls & pipe.

Carry out any outfall repair works if required (to be discussed & agreed with the EA prior to the work).

Place cohesive clayley topsoil layers on the three low post areas and compact up to the width and height of the alignment and profile of the flood embankment and in accordance with Highway specifications & Appendix A1 – Lot 1 Specification Supplementary Clauses – Section 3.20 (attached).

Install 100mm topsoil layer on the repaired section of the flood embankment.

Grass-seed the flood embankment using low maintenance grass mix.

Install temporary fencing (timber posts and wire fence mesh) to prevent members of the public and cattle access to the repaired sections of the flood embankment.

Remove the temporary fencing when the grass is fully established.

Area 2: River Soar's flood embankment 55328, right bank, from Zouch bridge to Devil's elbow - SK4991423746, SK4986123958, SK4983724116 & SK4977024491.

Remove existing metal & wooden gates, kissing gates and wooden fencing on the flood embankment to allow for the repair works to be carried out.

Remove the grass and 200mm of topsoil from the low spot areas on the flood embankment's crest (5m each side of the 4 kissing gates).

Place cohesive clayley topsoil layers and compact up to the width and height of the alignment and profile of the flood embankment and in accordance with Highway specifications & Appendix A1 – Lot 1 Specification Supplementary Clauses – Section 3.20 (attached).

Install Geogrid layer on the crest of the flood embankment at the kissing gates areas.

Install 100mm topsoil layer on the repaired section of the flood embankment.

Grass-seed the repaired section of the flood embankment using low maintenance grass mix.

Reinstall the removed metal & wooden gates, kissing gates and wooden fencing.

Install temporary fencing (timber posts and wire fence mesh) to prevent members of the public and cattle access to the repaired sections of the flood embankment.

Remove the temporary fencing when the grass is fully established.

Area 3: River Soar, left bank, from Ratcliffe Lock to Redhill Marina:

Flood Embankment 38372 – SK4903129717 & SK4903929716.

Remove the grass and 100mm of topsoil from the two low spot areas on the flood embankment around the outfall's wooden fences.

Infill with cohesive topsoil up to the width and height of the alignment and profile of the flood embankment.

Grass-seed the flood embankment using low maintenance grass mix.

Install temporary fencing (timber posts and wire fence mesh) to protect the repaired section of the flood embankment.

Remove the temporary fencing when the grass is fully established.

Flood Embankment 55327 - SK4915930222.

Remove grass and 100mm of topsoil from the low spot area on the landward face of the flood embankment.

Infill with cohesive topsoil up to the width and height of the alignment and profile of the flood embankment.

Grass-seed the flood embankment using low maintenance grass mix.

Install temporary fencing (timber posts and wire fence mesh) to protect the repaired section of the flood embankment.

Remove the temporary fencing when the grass is fully established.

Flood Embankment 184476 - SK4912930256.

Remove the grass from the low spot area on the flood embankment in front of the access gate to Lockington outfall.

Remove 200mm topsoil & subsoil layers to expose the area around the sheet piles in front of the access gate.

Place cohesive clayley topsoil layers and compact up to the width and height of the alignment and profile of the flood embankment and in accordance with Highway specifications & Appendix A1 – Lot 1 Specification Supplementary Clauses – Section 3.20 (attached).

Install 100mm topsoil layer on the repaired section of the flood embankment.

Grass-seed the repaired section of the flood embankment using low maintenance grass mix.

Install temporary fencing (Timber posts and wire fence mesh) to prevent members of the public and cattle access to the repaired section of the flood embankment.

Replace exiting 5m and 2m wooden fences on the left-hand side and right-hand side of the metal access gate with new 1.3 height & 4 rails wooden fences.

Replace existing 45m wire fencing along the crest of the flood embankment from the access gate to Lockington Brook Outfall (SK4913030256 to SK4911630292) with new 1.3m height wire fencing. Ensure that the new posts won't damage the flood embankment's sheet piling tie bars (see attached drawings).

Remove the temporary fencing when the grass is fully established.

Flood Embankment 38371 - SK4915830635

Remove grass and 300mm of topsoil from the low spot area adjacent to the field access gate.

Place cohesive clayley topsoil layers and compact up to the width and height of the alignment and profile of the flood embankment and in accordance with Highway specifications & Appendix A1 – Lot 1 Specification Supplementary Clauses – Section 3.20 (attached).

Install a hardcore aggregate on the repaired section of the flood embankment.

Install 100mm topsoil layer on the repaired section of the flood embankment.

Grass-seed the repaired section of the flood embankment using low maintenance grass mix.

Install temporary fencing (timber posts and wire fence mesh) to prevent members of the public and cattle access to the repaired section of the flood embankment.

Remove the temporary fencing when the grass is fully established.

Flood Embankment 182225 - SK4772230439 to SK4770530457

Remove the vegetation from the flood embankment's crest & side slopes.

Place 100mm topsoil up to the width and height of the alignment and profile of the flood embankment.

Grass-seed the repaired section of the flood embankment using low maintenance grass mix.

Install temporary fencing (timber posts and wire fence mesh) to prevent members of the public and cattle access to the repaired section of the flood embankment.

Remove the temporary fencing when the grass is fully established.

1. General Requirements

The *Contractor* will undertake a pre-condition survey prior to the start of works (to include as a minimum accesses, adjacent land, storage and compounds). These areas must be reinstated prior to the *Contractor* leaving site.

The *Contractor* must liaise with the *Client* to ensure that landowners are given suitable notice of entry for any intrusive works.

The *Contractor* will be required to design, procure and manage any further site investigation that they deem necessary to undertake the construction works.

All reasonable steps must be taken to avoid increased erosion of the banks.

The *Contractor* must make good any damage caused during the works.

2. Construction Works

The *Contractor* will provide the following for each site or group of sites:

a. Construction Programme;

b. Start Up Meeting including Client.

c. Ongoing liaison with the Client.

d. Removal and disposal at an appropriate facility all waste materials arising from the works;

e. Prepare and complete a SWMP; and

f. Supply of a completion report/ H&S File detailing works carried out and photographs taken before during and after the works.

3. Traffic Management

The *Client* to obtain a temporary footpath closure permit for the footpath on the flood embankment in Area 2 to allow the repair works to be carried out.

No arrangements have been made by the *Client* for any road closures or traffic restrictions for Area 1 & Area 3. The *Contractor* shall liaise with the Local Authority/Highways Agency/private road owners as applicable regarding any arrangements they deem to be necessary. The *works* shall be planned to minimise disruption to users of the surrounding roads.

Where required the C*ontractor* will erect site signs and traffic management prior to commencement of work. The *Contractor* will ensure that all necessary approvals are granted before installation of traffic management.

4. Access

The *Client* will arrange access to the working areas.

The *Contractor* shall notify the *Client* 2 weeks in advance of his intention to first enter or occupy each area of ownership or occupation within the Site.

The *Contractor* shall provide the following information to the *Client* no less than 2 weeks prior to intended first entry to each area of ownership or occupation with the Working Areas:

a. Marked up plan of the working areas required;

b. Duration of the works and entry requirements;

c. Details of the works to be undertaken;

d. Access arrangements; and

e. Site safety requirements per Notification of Entry.

The *Contractor* shall maintain safe access and egress routes for pedestrians and vehicles where existing routes are affected by the works. The safe access and egress route shall be agreed with the *Client* at least two weeks before the works in the relevant part of the Site commence.

5. Services

The *Contractor* is to identify and mark up all overhead and underground cables. Where services are identified, suitable control measures are required prior to work commencing. Details of a recent services search are contained with the PCI - Appendix B and Hazard Maps within the PCI Drawings and compliance with PAS 128.

6. Working Hours

Normal working hours shall be defined as:

Monday to Friday 0800 and 1700 (unless otherwise specified within any permits or other permissions required)

No work shall be executed outside of these times or on weekends and Public Holidays without the prior written acceptance of the *Client* and a minimum notice period of 2 weeks is required. Such acceptance will be influenced by the time of sunset, anticipated noise, odour and artificial light emissions from the works, proximity to property, use of public roads and any other considerations that could cause disturbance to members of the public.

Where required local residents will be informed in advance of the location and extent of the works. Any emergency or incident response works may be carried out outside of these hours if necessary.

7. Programme Requirements

For each project, the Contractor shall submit a construction programme to cover the activities to be undertaken by the *Contractor* and other members of the project team. This should include all major project milestones.

The *Contractor* shall develop his programme to incorporate these elements:

a. The Contractor shall have obtained all highway and footpath consents required prior to starting construction;

b. The Contractor shall ensure that any service diversions and protection measures required during the works have been arranged and agreed with the relevant Statutory Authority;

c. The Contractor issues method statements to the Client for information in advance of carrying out items of work;

d. The Contractor shall notify the Client 2 weeks in advance of his intention to first enter or occupy each area of ownership or occupation within the site; and

e. Contractor to provide monthly programme updates and to attend monthly progress meetings.

8. Methodology Statement

Prior to the start of construction work, the *Contractor* must produce a Construction Phase Health and Safety Plan that, amongst other things, contains:

a. A schedule of activities for which risk assessments and method statements must be prepared;

b. The Contractor's arrangements for the preparation and approval of risk assessments and method statements;

c. The schedule of risk assessments and method statements must meet the requirements of the Construction Design and Management Regulations; and

d. The Contractor will be free to add to the schedule as the work progresses.

The *Contractor* will ensure the risk assessments and method statements for each operation includes;

e. Risk assessments of the work;

f. People and resources proposed;

g. Timing and sequencing of construction, materials, plant and equipment;

h. Details of temporary works;

i. Indication of activities that represent a higher level of safety, health and environmental risk;

j. Safety, health and environmental controls proposed; and

k. Any permit to work proposals.

The *Contractor* submits the required risk assessments and method statements to the *Client* two weeks before starting the tasks to which they refer. The *Contractor* must ensure that the authorised individual within his own organisation approves risk assessments and method statements before submission.

Method statements shall include full particulars of the methods, timing and sequence of construction.

The *Contractor* must obtain any CPP approvals required by a PD where appointed or by the *Client*.

The *Contractor* does the work in accordance with the method statement.

9. Services and other things to be provided by the Client

The *Client* will provide the following services or provisions:

a. Statutory Notices of Entry for all private land within the site at least ten days before the possession dates; and

b. Landowner contact information, however it is the *Contractor's* responsibility to contact landowners and arrange letter drops to local residents where required.

The *Client* will provide no other services or provisions.

10. Survey Requirements

All survey work including topographical and as-built surveys are to be carried out in accordance with the Environment Agency National Standard Technical Specifications for Surveying Services, Version 4.0.

11. CDM Requirements

If applicable, the *Contractor* shall assume the role of Principal Contractor upon award of the Contract.

The *Contractor* shall be cognisant of the CDM Pre-construction Information, the *Client*'s Health and Safety Policies and the 'SHEW Handbook' and must ensure full compliance with the *Client's* 'Safety is Paramount' code of practice. The *Contractor* shall ensure that all parties under sub-contract are cognisant of the requirements of these documents.

The *Contractor* shall prepare the Health and Safety (Construction Phase) Plan before work commences on site. The *Contractor* shall issue the Health and Safety Plan to the *Client* for acceptance. The Health and Safety (Construction Phase) Plan has to be accepted by the *Client* or their representative before work can commence on site.

12. Final Clean

On Completion, the *Contractor* returns the roads, footpaths, car parks and any other areas affected by the works to a condition not inferior to that pertaining at the commencement of the works. All debris, unused materials, equipment and temporary works are to be dismantled and cleared from the site.

13. Completion

The *works* required to be done by the Completion Date is:

a. The whole of the *works*

Prior to Completion, the *Contractor* provides the following information in electronic format to the *Client* or Principal Designer (if appointed) for inclusion in the Health & Safety File:

a. Description of the works including quantities of materials and photographs

b. Public utilities & services – unchartered services to be marked up on record drawings; chartered service positions to be confirmed on record drawings; overhead services to be confirmed on record drawings;

c. COSHH – lists substances hazardous to health & specific precautions that must be taken as a result of their presence;

d. Information on any unforeseen hazards encountered during construction;

e. Residual hazards & risk assessment; and

f. *Contractor* to undertake a photographic condition survey on completion of the works and provide a copy to the *Client*.

The above list is not exhaustive and reference is required to *Client*'s Health & Safety File requirements. The *Contractor* shall make allowance in his programme for liaison with the Principal Designer and the *Client* in providing the relevant information for the Health & Safety File prior to Completion.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
504/ 2023.A	0	Flood Embankment 184476 Location Plan – Feb 1983
504/ 2034.A	0	Flood Embankment 184476 As constructed drawing – Feb 1983

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Civil Engineering Specification for the Water Industry	7th Edition	YES
Lot 1 Specification Supplementary clauses	V1	NO
All temporary works designs shall be prepared and reviewed in accordance with "Operational Instruction 300_**10**_SD14: Designers' safety, health and environmental Red Amber Green list". The *Contractor* shall design his Temporary Works to be of adequate strength and stability	V1	NO
The *Contractor* Provides the Works in accordance with environmental best practice. The *Contractor*'s attention is drawn to the following documents:		

• CIRCA, C749 Application of Eurocode 7 to the design of flood embankments 2014		
• Environment Agency – The Fluvial Design Guide (http://evidence.environment-agency.gov.uk/FCERM/en/FluvialDesignGuide/Chapter9.aspx?pagenum=4)	2014	Yes
• DMRB Highways Specification Series 600		
• Environment Agency, SHEW- COP	Online	Yes
• BRE – Green Guide to Specification.		
• BRE - Materials Information Exchange	Online	Yes
• CIRIA, SP122 – Waste Minimisation and Recycling in Construction (practical guidance)	2018	No
• CIRIA, C513 – The Reclaimed and Recycled construction materials Handbook.	4th Edition	Yes
• CIRIA, C533 – Environmental Management in Construction.	Online	Yes
• Considerate Constructor Scheme	1995	Yes
• BS 5837: 2005 Trees in relation to construction - Recommendations	1999	Yes
• Construction Code of Practice for the Sustainable Use of Soil on Construction Sites – September 2009, DEFRA	2011	Yes
	N/A	
	2005	Yes
	2009	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*.

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

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*

Any Waste from the *works* must be disposed of at a licenced facility

The *Contractor* is to refer to the safety hazards & the significant design assumptions and suggested methods contained within the PCI for additional Constraints that may affect the *works*

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

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

(a) Period required for mobilisation/ planning & post contract award

(b) starting date

(c) Each of the activities listed within the Price List

(d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.

(e) Completion date

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**
Footpath Closure Permit for flood embankment 55328 in Area 3.	
Statutory Notices of Entry for access across the private land to access working area.	10 days prior to possession dates.
Landowner contact information	if required

Site Information

a) Site Location

The location plans are attached with this form

c) Public Information

N/A

d) Buried Pipes, Services and Other Objects

Information will be provided in the PCI.

e) Buildings, Structures and Other Things Adjacent to Site

Information will be provided in the PCI

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:	