

# 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 & Water Services Ltd**

**For**

**Design and Build contract for Marlow Timber Replacement**

**Contract Forms**

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# 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	Replace missing vertical or horizontal timber fenders at Marlow Lock	
The <i>site</i> is	Marlow Lock, Buckinghamshire	
The <i>starting date</i> is	1 <sup>st</sup> December 2022	
The <i>completion date</i> is	18 <sup>th</sup> May 2023 ( On site completion 17th March 2023)	
The <i>delay damages</i> are		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) <b>does</b> 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	£100,000	
The <i>Client</i> provides this insurance	None	
<b>Insurance Table</b>		
<b>Event</b>	<b>Cover</b>	<b>Cover provided until</b>
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 £5,000,000 in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> is	Litigation in the courts	

The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions	
<b>Only enter details here if additional conditions are required.</b>	
<b>Z1.0</b>	<b>Sub-contracting</b>
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.
<b>Z2.0</b>	<b>Environment Agency as a regulatory authority</b>
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.
<b>Z3.0</b>	<b>Confidentiality &amp; Publicity</b>
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.
<b>Z4.0</b>	<b>Correctness of Site Information</b>
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.
<b>Z5.0</b>	<b>The Contracts (Rights of Third Parties) Act 1999</b>
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.
<b>Z6.0</b>	<b>Design</b>
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.
<b>Z7.0</b>	<b>Change to Compensation Events</b>
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"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>

Z7.3	Clause 60.1 (8) second bullet point is amended to: “are not weather conditions or floods and”
Z7.4	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.”
<b>Z8.0</b>	<b>Framework Agreement</b>
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> .
<b>Z9.0</b>	<b>Termination</b>
Z9.1	Delete the text of Clause 92.3 and replace with:  If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
<b>Z10.0</b>	<b>Data Protection</b>
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
<b>Z11.0</b>	<b>Liabilities and Insurance</b>
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
<b>Z12.0</b>	<b>Packaging</b>
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
<b>Z30.0</b>	<b>Material Price Volatility</b>  <b>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%.</b>
Z30.1	Defined terms  a) <b>The Latest Index (L)</b> 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.  b) <b>The Price Volatility Provision (PVP)</b> 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.  c) <b>Material Factor (MF)</b> 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.
Z30.2	Price Volatility Provision  Through a Compensation Event the <i>Client</i> shall pay the PVP. PVP is calculated as:  $\text{Assessment} \times \text{MF} \times \text{L} = \text{PVP}$  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.
Z30.3	Price Increase  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.
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 <sup>st</sup> Jul 21	In period costs only	No
31 <sup>st</sup> Aug 21	In period costs only	No
30 <sup>th</sup> Sept 21	In period costs only	No
31 <sup>st</sup> Oct 21	In period costs only	No
30 <sup>th</sup> Nov 21	In period costs only	No
31 <sup>st</sup> Dec 21	In period costs only	No
31 <sup>st</sup> Jan 22	In period costs only	No
28 <sup>th</sup> Feb 22	In period costs only	No
31 <sup>st</sup> Mar 22	In period costs only	No
30 <sup>th</sup> Apr 22	In period costs only	No
31 <sup>st</sup> May 22	In period costs only	No
30 <sup>th</sup> Jun 22	In period costs only	No
31 <sup>st</sup> Jul 22	In period costs only	No
31 <sup>st</sup> Aug 22	In period costs only	No
30 <sup>th</sup> Sept 22	In period costs only	No
31 <sup>st</sup> Oct 22	In period costs only	No
30 <sup>th</sup> Nov 22	In period costs only	No
31 <sup>st</sup> Dec 22	In period costs only	No
31 <sup>st</sup> Jan 23	In period costs only	No
28 <sup>th</sup> Feb 23	In period costs only	No
31 <sup>st</sup> Mar 23	In period costs only	No
30 <sup>th</sup> Apr 23	In period costs only	No
31 <sup>st</sup> May 23	In period costs only	No
30 <sup>th</sup> 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 & Water Services Ltd	
Address for communications	Weston Yard, Albury, Guildford, Surrey, GU5 9AF	
Address for electronic communications	<div></div> <div></div>	
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	£114,804.75
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	<b>Enter the total of the Prices from the Price List.</b>
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Signed on behalf of the *Contractor*

Name	
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Position	Estimator
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Signature	
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Date	25.11.22
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The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name	
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Position	Senior Commercial Officer
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Signature	
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Date	30/11/22
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# 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	Quantity	Unit	Rate	Price
1	Preliminaries and supervision	1	item		██████
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 Site Waste Management Plan. Production, Maintenance and adherence to the Environmental Action Plan (EAP).	1	item		██████
3	All licences, permits and approvals necessary to Provide the Works ( <i>Contractor</i> to detail)	1	item		██████
4	Detailed design necessary to Provide the Works	1	item		██████
5	GPR survey necessary to Provide the Works	1	item		██████
6	Precondition photographic survey of working areas and access routes	1	item		██████
7	Mobilisation and establishment of the works and reinstatement on Completion	1	item		██████
Lock Chamber:					
8	Replace all broken or missing timber fenders elements (vertical & horizontal) inside the lock chamber	5	item		██████
9	Check and re-fix all loose timber fenders (using new fixings)	6	fixings		██████
10	Attach lock chamber "grab chain" to new replaced fenders	10	Item		██████
11	Attach lock chamber "grab chain" to fenders that are missing.	6	item		██████
12	Fix four signs to left bank layby (signs provided by <i>Client</i> )	1	Item		██████
13	All surplus wastes generated by the works to be disposed of off-site in accordance with the current Waste Management Regulations.	1	Item		██████
14	Preparation of 'as built' drawings and provision of information to the Principal Designer to compile the Health and Safety File (including	1	item		██████

	information on materials used and maintenance).				
15	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 completion of construction.	1	Item		
<b>The total of the Prices</b>					

The method and rules used to compile the Price List are

Civil Engineering Standard Method of Measurement 4<sup>th</sup> edition (CESMM4) as per the Framework Price Workbook.

# Scope

## 1. Description of the works

- Background
- A condition survey carried out in July 2019 found the lock to generally be in fair condition, but some elements has been assessed to be in poor condition with defects that need to be addressed to avoid further deterioration and operational and/or health & safety issues occurring. This project is to replace and/or refix vertical or horizontal fenders at Marlow lock.
- The works
- A Supplementary Information pack providing further location detail, photos and measurements related to this Scope is available in Appendix 1.
- All measurements provided are assumptions to be used for pricing purposes only, the *Contractor* is to confirm all measurements for their design.
- The *Contractor* is to undertake a survey of the *site* prior to commencement of the *works* and provide a photographic record to the *Client* of all existing damage or defects visibly present.
- For all works, the *Contractor* must accept any risk surrounding damage caused by their method of working and make some allowance for localised repairs of the civils as would seem reasonable by an experienced *Contractor*.

The *Contractor* is to undertake all elements of work detailed below.

### Lock Chamber:

#### The Sites and work required

- Replace missing vertical and horizontal timber fenders inside the lock chamber. Refix loose fenders to the inside of the lock chamber. Timbers to be new FSC Tropical Hardwood (Ekki). The *Contractor* is to supply all new fixings and the new timbers should match the existing in terms of protrusion from the lock chamber walls, chamfered edges, shape, and dimensions. The *Contractor* is to provide the *Client* with a detailed photographic record of the existing timbers to demonstrate compliance with this.
- All replacement timber used on the *works* must be new FSC Approved Sustainable Hardwood (Ekki) except if otherwise specified and accepted in advance by the *Client*. The use of new tropical hardwood requires Sustainable Business Case approval, which the *Client* will obtain, however, the *Contractor* must be compliant in all areas of reporting and record keeping and submit evidence of FSC certification etc. to the *Client* prior to Completion of the *works*.
- Where timbers (or alternative materials) have been drilled and a clash occurs with existing fixings or other obstructions a replacement item must be provided.
- 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. Note: A suitably developed Construction Phase Plan must be issued for approval not less than 10 days prior to planned mobilisation. Please refer to the Pre-Construction Information (PCI) at Appendix 7 for further clarification of requirements.
- A GPR survey of areas of intrusive works, and other areas as deemed necessary by the *Contractor* e.g. this could include survey of access routes where heavy plant is likely to be required to operate

over possible service routes, is to be carried out prior to works commencing on site in accordance with the SHEW Code of Practice.

- The *Contractor* must produce a Site Waste Management Plan (SWMP). 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-specific Site Waste Management Plan (SWMP) and the current Waste Management Regulations.
- The projects have been screened by the Environment Agency's National Environmental Assessment Service (NEAS) as low risk; however, the *Contractor* should manage all activities in line with the Environmental Action Plan (EAP) for each project (Appendix 2) to minimise and mitigate environmental risks e.g. pollution.
- The *Contractor* shall confirm all dimensions for all *works*.
- The *Contractor* must accept any risk surrounding likely damage caused by his method of working for all *works*.
- The *Contractor* is to cost for all preliminary activities and supervision including welfare, site accommodation etc.
- The *Contractor* must independently obtain and include all costs associated with any environmental permits, licences, consents and approvals required to Provide the Works.
- The *Contractor*, as Operator, will in accordance with clause Z2.2 be required to sign and pay for the Flood Risk Activity Permit (FRAP). The *Contractor* will need to prepare and submit the FRAP application (which will be required for each project) within a week of the *starting date* to enable the *works* to start on Site in line with the timescales set out in Section 4 of this Contract.
- The *Contractor* shall include any temporary works required to undertake the *Contractor's* method of working as deemed necessary to Provide the Works.
- A detailed photographic record of access routes and all working areas (including vertical and horizontal alignments and close proximity photos of elements of the structures included in the scope of works) must be carried out by the *Contractor* prior to works commencing on Site and provided to the *Client*.
- 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 days allowed in the programme for review by the *Client*.
- All repairs, refurbishments, replacements and new elements are to be designed by the *Contractor*.
- Public Safety Risk Assessments (PSRAs) are included within the Site Information (Appendix 6). The design for each project must be accepted by the *Client*, including the Environment Agency's PSRA Assessor, and time allowed in the programme for review.
- All access routes and working areas must be reinstated on Completion of the *works*.
- Prior to Completion and for each project, a suitably developed Health and Safety File (the required template is at Appendix 8) 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.
- 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 Information Delivery Plan (IDP) is a schedule of how the *Client* expects data to be shared between the *Client* and the *Contractor(s)* working on the project as part of Building Information Modelling (BIM). The *Contractor* must ensure that this protocol is adhered to. It reflects the information that is already held for each project and the information that the *Client* expects to receive from the *Contractor*. The IDP is hosted on Asite and is accessible by the *Client* as well as the *Contractor* following award. The

*Contractor* should provide a marked up IDP within 3 weeks of the starting date and must upload all project documentation listed in the IDP to Asite.

- The proposed works are considered to be permitted development under The Town and Country Planning (General Permitted Development) (England) Order 2015.
- 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 project, 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.
- Due to the proximity of the lock to residential housing, noise levels shall be monitored and kept to a minimum whenever possible. The *Contractor* shall notify the *Client* of any issues that may affect residents or the public and the dates and times of expected disturbances.
- The *Contractor* (or any of their subcontractors or suppliers) shall not publish information about the works or use the Site to demonstrate Equipment, Plant or Material to others without the written acceptance of the *Client*.
- The *Contractor* shall notify the *Client* of any meetings requested by others so that the *Client* has the option to attend or send a representative. The *Contractor* shall record all meetings and agreements with others and shall notify the *Client* of all details.
- The *Contractor* shall erect prior to occupying the Site -and remove at Completion two notice boards on Site (these will be provided by the *Client*). The notice boards shall be erected on Environment Agency land unless otherwise directed by the *Client*. The *Contractor* shall agree the locations of the notice boards with the *Client*. The boards shall be securely fixed to Site fencing and clearly visible to the public.
- The *Contractor* shall not undertake or allow billposting or advertising of any kind in connection with the works without the written consent of the *Client*.
- Access must be maintained at all times to the lock, lock house, other buildings and operational plant and areas on the lock/weir side not affected by the works.
- The *Client* has telemetry and electrical supply equipment cabinets and other buildings within the lock/weir area. These services are critical and should be avoided/protected from damage during the works. The *Client* will need access to these for operation and maintenance purposes so access should be maintained.
- The *Contractor* needs to maintain safe public access/interface during the works and implement appropriate safety measures to manage this risk. A public right of way runs adjacent to the lock. This must therefore be considered within a site-specific Traffic Management Plan and access along it must be maintained unless alternative arrangements have been agreed with the relevant local authority and landowner. Note: The Thames Path or any other public right of way must not be closed or diverted without consent from the relevant local authority. Consent can take up to 3 months to obtain and it is unlikely that this would be forthcoming, especially in relation to closure/diversion of the Thames Path, unless a suitable diversion can be found.

## 2. Drawings

Historical drawings for the *site* will be included in the Site Information (Appendix 4). This is a Design & Build Contract, therefore there are no existing drawings for the *works*.

## 3. Specifications

Title	Date or Revision	Tick if publicly available
The civil engineering works are to be constructed to the 'Civil Engineering Specification for the Water Industry, Seventh Edition', published by the Water Industry Research Ltd in 2011.	7th Edition	Yes
Minimum Technical Requirements	v12, December 2021	No

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

### General Constraints

1. The Environment Agency will advertise a lock closure for the duration of the works. To minimise disruption to the Thames Navigation, construction work is to be started no sooner than 1<sup>st</sup> January 2023. Completion is required by 17<sup>th</sup> March 2023 due to these works impacting navigation. The *Contractor* will not be able to have access to the Site after the 31<sup>st</sup> March 2023.
2. 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.
3. 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*.

### Working times

Working hours shall be as follows:

07:30 to 18:00 Monday to Friday (other than for piling activities)

0800 to 18.00 Monday to Friday for piling activities

No *works* on the Site will be permitted outside of these hours or on Public Holidays without the prior written acceptance of the *Client*.

Delivery restrictions are limited to normal working hours as stated above.

## 5. Requirements for the programme

The *Contractor* must submit a programme with the *Contractor's* Offer for acceptance.

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

**On site completion must be completed by 17th March 2023**

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. FRAP/waste permits.
- h) Construction starting date
- i) Construction finish date
- j) Planned completion date
- k) Contract Completion Date
- l) All time risk allowances

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

The *Client* will provide any services, or “free issue” Plant and Materials and Equipment only as stated within the Site Information.

## Site Information

For Site Information, please refer to Appendix 4.

### General Site Information:

Pre-Construction Information (PCI) documents provides relevant information for the 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.

Information on river levels is contained in Appendix 9.

# 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:	