

# NEC4 Engineering and Construction

## Lincolnshire Fencing 22-23

### Short Contract

FCRM Operational Framework – Central Hub

A contract between

The Environment Agency  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

And

[REDACTED]  
[REDACTED]

For

Repair and/or replacement of fencing at Hubbert's Bridge, Black Sluice, Crowland (Spillway and Mooring) and Harlem Hill.

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		
Address for electronic communications		
The <i>works</i> are	Repair or removal of old fencing and installation of new fencing or barriers.	
The <i>site</i> is	Hubbert's Bridge - <i>The Wheatsheaf Inn, Station Rd, Hubbert's Bridge, Kirton, Boston, PE20 3QR</i> Black Sluice – <i>The Lock Keepers Cottages, The Black Sluice, Boston PE21 7RA</i> Crowland - <i>The Common, Common Drove, Crowland, Peterborough PE6 0HJ</i> Harlem Hill – <i>Bridge Farm, Snitterby Carr Lane, Gainsborough DN21 4UU</i>	
The <i>starting date</i> is	25th July 2022	
The <i>completion date</i> is	31 <sup>st</sup> August 2022	
The <i>delay damages</i> are	nil	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) <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 *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

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 £..... 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	
<b>Only enter details here if additional conditions are required.</b>	
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"> <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> </ul>

	<ul style="list-style-type: none"><li>• Fire and explosion</li><li>• Impact by aircraft or other device or thing dropped from them</li></ul>												
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	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.												
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 <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack												
Z30.0	Material Price Volatility  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%.												
Z30.1	Defined terms  a) The Latest Index (L) is the latest index as issued by the Client. The L, which is at the discretion of the Client, 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) 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.  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.												
Z30.2	Price Volatility Provision  Through a Compensation Event the Client shall pay the PVP. PVP is calculated as:  Assessment x MF x L = PVP												
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. <table><tr><td>Assessment Date</td><td>Defined Cost?</td><td>Forecasted Cost?</td></tr><tr><td>31<sup>st</sup> Jul 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31<sup>st</sup> Aug 21</td><td>In period costs only</td><td>No</td></tr><tr><td>30<sup>th</sup> Sept 21</td><td>In period costs only</td><td>No</td></tr></table>	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
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		
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is	8	%
The <i>people rates</i> are	As per the lot 1 workbook.	
category of person	unit	rate
The <i>published list of Equipment</i> is		As per the lot 1 workbook
The <i>percentage for adjustment for Equipment</i> is		8%

# 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	Site Investigation and Preliminary Assessments	4			
2	Provision of site compound, signage, fencing, supervision and welfare facilities – mobilisation and demobilisation included	1			
3	Supply and install: See sub-sections below				
3.1	Hubbert's Bridge <ul style="list-style-type: none"> <li>- Replacement of all damaged or missing rails</li> <li>- Replacement of all damaged posts</li> <li>- Secure any loose posts</li> </ul> Replacement of missing low-level batons	1			
3.2	Black Sluice <ul style="list-style-type: none"> <li>- Remove secondary fencing on grassed area to Hawthorn tree near structure</li> <li>- Replace fencing from Spalding Road to beginning of grassed area</li> </ul>	1			

	Replace existing fence on water's edge of grassed area – suitable arrangement to prevent accidental falling into the watercourse				
3.3	<p>Crowland:</p> <p>Crowland Moorings</p> <ul style="list-style-type: none"> <li>- Replace existing fencing with suitable stock and rabbit protection fencing around mooring</li> <li>- Secure pedestrian access gate – reuse current gate and frame</li> <li>- Extra: continue replacement fencing along existing line to metal access gate on bank top</li> <li>- Extra: Replacement fence between bridge and road access gate</li> </ul> <p>Crowland Slipway</p> <ul style="list-style-type: none"> <li>- Remove wooden fencing adjacent to metal gate</li> <li>- Continue existing metal bollards up to metal gate</li> </ul> <p>Secure key clamp fencing</p>	1			
3.4	<p>Harlem Hill</p> <ul style="list-style-type: none"> <li>- Secure fencing on bridge leading up to site</li> <li>- remove and reinstate access slope barrier</li> <li>- replace left bank perimeter fencing along footpath and down to upstream lock structure</li> <li>- Secure fencing on right bank leading to the Canoe Portage</li> <li>- Install handrail on one side down steps on Canoe Portage</li> <li>- Canoe path to be moved behind fence and indicated</li> <li>- Erect on-site signs</li> <li>- Replace picnic bench</li> </ul> <p>Re-stone steps on right bank</p>	1			
4	Waste Management	1			
5	Provision of Site Health and Safety File (template provided) and annotated site record with photos/documentation	4			
The total of the Prices					

The method and rules used to compile the Price List are

# 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.

There have been 5 sites identified under Public Safety Risk Assessments that require fencing to be repaired:

- Hubbert's Bridge, Station Road, Hubbert's Bridge, Boston PE20 3QR
- Black Sluice, The Lock Keepers Cottages, Boston PE21 7RA
- Crowland Slipway, The Common, Common Drove, Crowland, Peterborough PE6 0HJ
- Crowland Moorings, The Common, Common Drove, Crowland, Peterborough PE6 0HJ
- Harlem Hill, Snitterby Carr Lane, Gainsborough DN21 4UU

If closure of the site is required then the *Contractor* must seek approval of the *Client* before work can commence.

Please find below the scope of work that the *Contractor* shall complete at each location:

### 1. Hubbert's Bridge (differ.spines.joins) – fence repair

Hubbert's Bridge is located west of Boston on the A1121. The work site is located off Station Road. Access is via a gate with Navigation Lock (keys to be provided prior to the start of work) behind the Wheatsheaf Bar & Grill, accessed via the tarmacked car park next to the pub. The Wheatsheaf Bar & Grill landlord has been informed of the planned work and has no objections to the workforce using the established access route.

The low-level baton fencing (on the right as you pass through the gate) between the access track and grassed area adjacent to the river requires the replacement of missing sections to complete the barrier which prevents vehicle access.

The existing fencing that runs from the hedgerow at the bottom of the parking area to the river along the slipway requires repair to the acceptance of the client. There are several missing and damaged rails that require replacing. Any damaged/rotten posts identified during preliminary assessments should also be replaced. Any loose posts should be re-secured.

Fencing to be instated as stock fencing to prevent damage by cattle.

The land is owned by the *Client*. The on-site parking area (annotated in appendices maps) should be utilised. A planned date and duration are required for the work a minimum of 1 month prior for communications to be sent out to any relevant parties.

### 2. Black Sluice (tight.civic.petal) – design & build

The Black Sluice is located at the confluence of The South Forty Foot Drain and The Haven in Boston. The fence that requires repair is located on the footpath running adjacent to The South Forty Foot Drain between Spalding Road road-bridge and London Road road-bridge.

There is a *Client* compound at Black Sluice on London Road that may be utilised for the duration of the works at Hubbert's Bridge and Black Sluice ONLY.

There are multiple elements to this work:

1. Removal of first fence on grass area up to the hawthorn tree next to The Black Sluice.
2. Replace fence from Spalding Road to London Road that runs along the footpath
3. Replace / secure fencing that is against the water's edge on the grassed area to prevent an accidental falling into the river
4. Replace / secure / instate fencing at the Hawthorn tree to meet the two fences
5. Secure pedestrian access gate
6. Reuse metal mesh currently in place

The works will take place along the public footpath and therefore this will need to be mitigated throughout the works. A minimum of 1 month's prior notice should be given before work starts to allow sufficient time for the *Client* to liaise with the Council (Note: prior agreement has been granted by the Council but notification of planned dates will need to be given by the *Client* to the Council).

### **3. Crowland Spillway & Moorings (rotations.tensions.view & guilty.sector.constants) – design & build**

Please note:

There are two separate work sites at Crowland are located on the B1166 upstream and downstream of the Gravel Causeway road-bridge. Please refer to the maps in the appendices as well as provided W3W references to see locations.

The **Crowland Mooring Site** is located on the right bank downstream of the B1166 Gravel Causeway.

The existing fencing that encloses the mooring is to be replaced with the current stock and rabbit protection in place. The sides of the moorings are to be replaced or made secure if replacement is not deemed necessary. The pedestrian access gate is to be secured using the existing frame and gate, with any rotten/damaged materials to be replaced. Rotten/Damaged material is to be disposed of by the *Contractor*.

*EXTRA (this will be determined as to whether it is required based upon the meter rate provided for the proposed works):*

- Stock / Rabbit fencing to be continued and replace existing fence up to the access gate on top of the bank.
- Small fence at road access point between gate and bridge is damaged and requires replacement.

The **Crowland Slipway Site** is located on the left bank upstream of the B1166 Welland Bank. The site barrier has been changed to metal bollards but has not been continued to the metal gate leaving a section of wooden fencing.

The work requires the wooden fencing to be removed and the metal bollards to continue to the metal gate enclosing the area. Additionally, the key clamp fencing on the left which forms the barrier from the bridge to the metal gate requires re-fixing.

Both locations are *Client* owned and gated with Navigation locks. A minimum of 2 weeks prior notice of works will be required for these sites to issue Navigation notices to the public to inform them of the planned works.

### **4. Harlem Hill (part.grub.notes) – design and build**

Harlem Hill Lock is located on the River Ancholme upstream from Brandy Wharf. The lock can be accessed as follows:

Follow the A15 North towards the M180, turn right at the signs for the B1205 towards Waddingham. Follow the road to Waddingham, turning right onto the B1205. Continue out of Waddingham and turn right at the sign for Snitterby. Continue for approximately 500m and take the turn for Snitterby Carr – continue to follow Snitterby Carr Lane until the bridge at the bottom.

Access to the lock can be reached through the Bridge Farm access track. The track is off road and as such suitable vehicles will be required for any access. The structure is locked with NR6 keys.

The *Client* owns the land however the access routes are tenanted. In order to provide tenants and users with advanced notice of works 1 months' notice is required before starting work.

The work at the site is as follows:

- Remove and reinstate perimeter fencing on left bank
- Replace / Secure fencing along the access track/bridge
- Remove and reinstate fencing along access slope
- Re-erect on-site signs
- Secure fence that runs along Canoe path
- Install visual markers along new Canoe path
- Install handrail to steps at downstream mooring site
- Replace bench

The structures to be erected will require a minimum of a 10 year lifespan. All builds should be completed to design specification. *Contractor* to organise design drawings by liaising with the *Principal Designer* for required fencing replacements.

Any signs that are removed during the *works* should be replaced in the same position unless otherwise agreed with the *Client*.

All keys provided should be returned to the *Client* upon completion.

Access to the sites pass through land belonging to additional landowners. The *Contractor* will ensure that prior approval has been granted (organised by the *Client*) and will take all reasonable steps to prevent damage and disruption to landowners. Any damages must be remedied by the *Contractor*.

Please refer to Appendices for site and defect images of all sites.

### **Disruption**

Disruption to individual sites should be kept to a minimum where possible. As these are PRSA issues, sites should be made secure and safe while works are taking place. Regular communication with the *Client* is essential to ensure that timely updates can be given to customers and stakeholders.

### **Documents and Reports**

All documentation deliverables are to be provided in an electronic format that can be updated electronically in the future. The stop go form provides a starting point for a non-exhaustive list of documents that will be required. The *Client* reserves full copyright on all documentation produced in connection with this commission. Health & Safety Information required to update or supplement the sites health and safety related information;

- A works report incorporating a photographic story board with supplementary commentary (including relevant dimensions and quantities).
- A schedule of the materials used in the works and any relevant material datasheets.
- A schedule of spares including where they can be sourced.
- Any information relevant to future demolition.
- As constructed drawings and/ or sketches of the works.
- Completed operational and maintenance schedules and documentation for the items of works.
- Designers risk assessments and buildability statements.

## 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
Pre-Construction Information	TBC	
Desktop Utilities Searches	TBC	
Site Hazard Maps	TBC	
Appendices – Site Location Plans (A) & Site and Defect Images (B)	TBC	
SHEWCOP	TBC	

## 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 attend each site to determine the extent of work. The *Contractor* shall supply a date and time of each visit to the *Client* prior to attending any site.

The *Contractor* shall not commence any work on any site until the *Client* has accepted the risk assessments and method statements related to this contract.

The *Contractor* must prepare the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) for the *Client* acceptance prior to starting any works.

Access to the sites may pass through land belonging to additional landowners. The <i>Contractor</i> will ensure that prior approval has been granted (organised by the <i>Client</i> ) and will take all reasonable steps to prevent damage and disruption to landowners. Any damages must be remedied by the <i>Contractor</i> .
All works conducted on the <i>Client's</i> land including but not limited to deliveries, mobilisation and work should be planned and managed to minimise any disruption to the public and limit any risks. Any closures or diversions should be agreed with the <i>Client</i> and relevant authorities prior to commencing.
Sites should remain safe and secure, limiting risk to the public throughout the work schedule.
Any keys provided to the <i>Contractor</i> should be returned to the <i>Client</i> on Completion.
If access to any sites becomes unsafe/deteriorates and the <i>Contractor</i> is unable to access the work site, the <i>Contractor</i> should contact the <i>Client</i> immediately. The <i>Contractor</i> will inform the <i>Client</i> of their intentions for work and submit a request to postpone or move to another site if required and possible. Any further works at the original site will be undertaken at the Contractor's risk.
All near misses, accidents, dangerous occurrences and environmental incidents must be notified to the <i>Client</i> as soon as reasonably possible.
The <i>Contractor</i> is responsible for managing and disposing of waste.
The <i>Contractor</i> shall undertake pre and post work inspections documenting condition of the work site as well as any access routes to be used. This shall be available for the <i>Client</i> on request.
<b>Working times</b> The <i>Contractor</i> will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)
<b>5. Requirements for the programme</b>
<b>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.</b>
<b>State what the use of the <i>works</i> is intended to be at their Completion as defined in clause 11.2(1).</b>
The <i>Contractor</i> submits his programme with the <i>Contractor's</i> Offer for acceptance. The <i>Contractor</i> shows on each programme which he 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; <i>Contractor's</i> risks. (e) Completion date
<b>6. Services and other things provided by the <i>Client</i></b>
<b>Describe what the <i>Client</i> will provide, such as services (including water and electricity) and "free issue" Plant and Materials and equipment.</b>

Item	Date by which it will be provided
Pre-Construction Information – to follow once contract awarded, provided by the <i>Client</i>	TBC
Utilities Information – to follow once contract awarded, provided by the <i>Client</i> as part of PCI	TBC
Site Hazard Map – to follow once contract awarded, provided by the <i>Client</i> as part of PCI	TBC
Initial Site Assessments – as prepared and provided by <i>Contractor</i>	TBC
Annotated Site Location Plans – site location, access routes and approximate working area for each site	TBC
Design Drawings – as prepared and provided by <i>Contractor &amp; Designer</i>	TBC
<h2>Site Information</h2>	
Please refer to Appendices and Scope.	

Proposed sub-contractors		
	Name and address of proposed subcontractor	Nature and extent of work
1.	<div>Form of Contract:</div>	
2.	<div>Form of Contract:</div>	

3.	Form of Contract:	
4.	Form of Contract:	