



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2019)

Short Contract

A contract between

The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

and

Earthy Metal Developments
18 Fore Street,
Westonzoyland,
Bridgwater,
TA70EE

for

Lock Office Roof and Welfare Unit Refurbishments
(ENV6005998R)

Contract Forms

Contract Data

The *Contractor's Offer* and *Client's Acceptance*

Price List

Scope

Site Information

Notes about the contract are printed in boxes like this one. They are not part of the contract.

Contract Data

The *Client's* Contract Data

The *Client* is

Name Environment Agency

Address for communications Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications <https://defra-family.force.com/s/Welcome>

The *works* are

Repairs and refurbishment of operational buildings at several navigation locks owned by the Environment Agency. The works include replacing damaged and / or missing roof materials. Some roofs require specific materials (cedar timber shingles). Replacement of sheds are also required at a couple of sites. Further details are specified in the *Price List* and *Scope* sections of this document.

The *site* is

3 no. locks on the River Thames. The specific location references for buildings on site are noted:

1. Buscot Lock: Buscot, Faringdon SN7 8DA

A	Sharpcrest weir hut: ///tweeted.purely.snuggled
B	Lock office: ///flaunting.snug.luxury
C	Toilet block: ///formal.basis.honeybees

4. Temple Lock: Marlow SL7 2FL

A	Lock office: ///opposite.submitted.majors
B	Operational shed: ///galloping.backup.apparatus
C	Timber shed: ///snowmen.saunas.presides
D	Welfare hut: ///washroom.verges.shuttle

5. Cookham Lock: Cookham, Bourne End SL8 5JN

A	Lock office: ///either.beard.shut
B	Welfare hut: ///exact.visual.update
C	Lawnmower shed: ///polite.ties.onions

The <i>starting date</i> is	<input type="text" value="23/06/23"/>	
The <i>completion date</i> is	<input type="text" value="31/10/23"/>	
The <i>delay damages</i> are	<input type="text" value="£187.66"/>	per day
The <i>period for reply</i> is	<input type="text" value="2"/>	weeks
The <i>defects date</i> is	<input type="text" value="52"/>	weeks after Completion
The <i>defect correction period</i> is	<input type="text" value="4"/>	weeks
The <i>assessment day</i> is the	<input type="text" value="the last working day"/>	of each month
The <i>retention</i> is	<input type="text" value="nil"/>	%

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply.

Contract Data

The *Client's* Contract Data

The interest rate on late payment is % per complete week of delay.

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

For any one event, the liability
of the *Contractor* to the *Client*
for loss of or damage to the
Client's property is limited to

£100,000

The *Client* provides this
insurance

None

Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	Replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	Replacement cost	
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , 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	6 years following Completion of the whole of the <i>works</i> or earlier termination
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing <i>works</i> similar to the <i>works</i>	Minimum £500,000 in respect of every claim without limit to the number of claims	

The minimum amount of
cover for the third insurance
stated in the Insurance Table is,
for any one event

£5,000,000

The minimum amount of
cover for the fourth insurance
stated in the Insurance Table
is, for any one event

the amount required by the applicable law

The *Adjudicator* nominating
body is

The Institution of Civil Engineers

The *tribunal* is

litigation in the courts

If the *tribunal* is arbitration, the
arbitration procedure is

N/A

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017

(with amendments January 2019) and the following additional conditions:

Only enter details here if additional conditions are required.	
Z1.0	Sub-contracting
Z1.1	The <i>Contractor</i> submits the name of each proposed sub <i>Contractor</i> to the <i>Client</i> for acceptance. A reason for not accepting the sub <i>Contractor</i> is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed sub <i>Contractor</i> until the <i>Client</i> has accepted them.
Z1.2	Payment to sub <i>Contractors</i> 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	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. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.
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	Delete the text of Clause 60.1(11) and replace by: The works are affected by any one of the following events <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-<i>Contractors</i> • 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
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.
	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 Contractor is

Name

Address for communications

Address for electronic
communications

The fee percentage is %

The people rates are

category of person	unit	rate
Unskilled	Hour	<input type="text" value=""/>
Skilled	Hour	<input type="text" value=""/>
Management	Hour	<input type="text" value=""/>
Director		<input type="text" value=""/>
Admin	Hour	<input type="text" value=""/>

The published list of Equipment is

The percentage for adjustment for Equipment is

% (state plus
or minus)

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

£180,351.92

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 22/06/2023

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

Signed on behalf of the *Client*

Name

Position

Signature

Date 27/06/2023

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
General					
G2	Pre-start condition survey (photographic) of working areas and access routes	Item	1		£4,231.60
G3	Preparation of an appropriately detailed Construction Phase Plan (CPP) in accordance with the SHEW Code of Practice, and Buildability Statements, accompanied by Hazard Plans, for each site, and any other information critical to be produced and accepted by the <i>Client</i> (for SHEW Code of Practice sign off) before commencement on site (RAMS).	Item	1		£2,369.60
G4	The production of a Site Waste Management Plan. Maintenance and adherence to the Environmental Action Plan (EAP).	Item	1		£3,231.60
G5	Production of Health and Safety File	Item	1		£2,854.52
			Sub total		£12,687.32

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE
Buscot Lock					
B1	Preliminaries and supervision	item	1		£12,960
B2	Mobilise and site set up	Item	1		£4,104
B3	Weir hut: replace existing shingles on roof with new.	Item	1		£20,510.28
B4	Weir hut: replace underlying damaged wood structure of roof.	Item	1		£2,268
B5	Weir hut: replace batten on N elevation	Item	1		£1,998
B6	Weir hut: install new shingle underlayer.	Item	1		£2,604.96

B7	Weir hut: remove roof light and flashing, and replace with new boards, insulation, shingle underlayer and shingles, as new roof.	Item	1		£4,633.20
B8	Weir hut: fit new swan neck and bracket to rainwater downpipe	Item	1		£1,535.76
B9	Weir hut: reaffix loose ceiling panel	Item	1		£453.60
B10	Lock office: replace existing shingle roof with new	Item	1		£9,398.16
B11	Lock office: fit insulation into loft space	Item	1		£984.96
B12	Toilet block: Tighten hinges and / or reset hinges on door to enable locking and unlocking	Item	1		£210.60
B13	Toilet block: fix leak under roof light of toilet block.	Item	1		£2,592
B14	Site reinstatement and demobilisation	Item	1		£3,240
			Sub total		£67,493.52
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE
Temple Lock					
T1	Preliminaries and supervision	Item	1		£12,960
T2	Mobilise and site set up	Item	1		£4,104
T3	Operational shed: demolish existing structure	Item	1		£4,482
T4	Operational shed: new shed sized and aligned to fit existing concrete slab (maximum 400cm x 620cm). Wide doors to permit lawnmower being driven in and stored. All services of existing reinstated.	Item	1		£6,642
T5	Operational shed: Install gutters and downpipes and capture downpipe discharge	Item	1		£1,074.60
T6	Timber shed: replace existing felt with new felt sheets or suitable water-resistant alternative	Item	1		£2,075.76
T7	Timber shed: Fit new felt / alternative underlayer	Item	1		£1,074.60
T8	Timber shed: Replace any underlying water damaged boards with new (225cm x 1280cm)	Item	1		£1,593
T9	Timber shed: Install gutters and downpipes and capture downpipe discharge	Item	1		£1,074.60
T10	Welfare hut: inspect whole roof and remove and replace damaged tiles, and / or reposition slipped tiles.	Item	1		£2,478.60
T11	Welfare hut: fit insulation into loft space	Item			£999
T12	Welfare hut: replace broken sections of drainage with new black upvc parts	Item	1		£783

T13	Welfare hut: replace existing door and surround with new on eastern elevation store room	Item	1		£891
T14	Lock office: replace existing damaged shingles with new and reposition slipped shingles	Item	1		£1,539
T15	Lock office: fit insulation into loft space	Item	1		£999
T16	Inspect electrical services, including cabling between buildings, specifically operational shed, timber shed and welfare hut, and provide electrical test certification or recommendations to achieve compliance.	Item	1		£5,616
T17	Site reinstatement and demobilisation	Item	1		£4,104
			Sub total		£52,490.16

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE
Cookham Lock					
C1	Preliminaries and supervision	Item	1		£12,960
C2	Mobilise and site set up	Item	1		£4,104
C3	Lock office: replace damaged shingles with new.	Item	1		£1,593
C4	Lock office: replace underlying felt with new.	Item	1		£1,377
C5	Lock office: replace underlying damaged boards with new.	Item	1		£2,484
C6	Lock office: fit insulation into loft space	Item	1		£999
C7	Lock office: remove existing section of damaged ceiling and replace with new	Item	1		£999
C8	Lock office: replace existing gutters and downpipes with black upvc type and increased holding capacity and ensuring adequate discharge away	Item	1		£1,074.60
C9	Welfare hut: Replace felt roll on shingles with new felt sheets or suitable water-resistant alternative	Item	1		£1,884.60
C10	Welfare hut: replace felt shingle underlay with new	Item	1		£1,199.88
C11	Welfare hut: Replace underlying damaged wood structure	Item	1		£5,292
C12	Welfare hut: install 2 no. new rooflights of appropriate size to illuminate toilet and shower	Item	1		£5,184
C13	Welfare hut: install small, appropriately sized window for toilet	Item	1		£513
C14	Welfare hut: install standard bathroom extractor fan in shower room	Item	1		£448.20
C15	Welfare hut: replace existing floor sill with new	Item	1		£395.28
C16	Lawnmower shed: Replace felt with new or suitable water-resistant alternative	Item	1		£1,059.48
C17	Lawnmower shed: replace felt underlay with new	Item	1		£800.28
C18	Lawnmower shed: replace any underlying water damaged boards with new.	Item	1		£1,209.60
C19	Site reinstatement and demobilisation	Item	1		£4,104
			Sub total		£47,680.92

Total:	£180,351.92
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The method and rules used to compile the Price List are

Civil Engineering Standard Method of Measurement 4th edition (CESMM4).
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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.

Information provided by the *Contractor* should be listed in the Scope only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client's* requirements and is consistent with the other parts of the Scope.

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.

Background to Requirements

The Environment Agency has several operational buildings at each navigation lock on the river Thames. Some buildings are due for repairs or replacement as part of a continual and ongoing asset performance programme.

The buildings listed in the requirements have damaged and / or missing roof materials. This has resulted in leaks (or increased the likelihood of leaks to occur), which is impacting on daily building usage by our navigation service personnel. The buildings need to be repaired wherever possible and, if this isn't feasible, new materials are to be procured and fitted. Where leaks have occurred, internal materials have been damaged and need repairing or replacing.

Whilst felt has been used as a protective roof material for some buildings in the estate, lock offices have cedar timber shingle roofs. The shingles are an important built landscape architectural feature, which is consistent through the Environment Agency navigation estate.

For some buildings listed, it will be necessary to provide repairs and / or replacement utility services to ensure their operational functions (e.g. weir controls, workshop) can continue.

The Environment Agency, as *Client*, also requires repairs to the shower block and several other buildings at Hurley Lock. Most of the buildings have damaged or missing roof materials. Some of the buildings require replacing. Repairs and modifications are also required internally in the shower block, owing to water damage from a water tank above the ceiling. This is impacting on usage by the of the building by navigation operations personnel and season usage by the public. The improvements to the shower block focus on the layout of the sanitary facilities. Where building replacement is not required, the buildings need to be repaired and, if this isn't feasible, new materials are to be procured and fitted.

Specific Requirements

The scope requires completion of construction work and production of supporting deliverables at 6 no. lock locations *stated in the Price List, by 31 March 2023*; there are multiple buildings identified at each site in the location table. Other sites could be tendered in 2023-24 financial year if funding becomes available.

The *Contractor* submits details / specification of replacement materials to the *Client* for acceptance. All timber will require to be 100% sustainably sourced i.e. Forest Stewardship Council (FSC) or Programme for the Endorsement of Forestry Certification (PEFC). Any proposed use of tropical hardwood will not be accepted.

Repairs, demolition and / or erection works shall not commence without written acceptance by the *Client*.

All materials and construction methods must last for a minimum 20 years.

The *Contractor* is responsible for all temporary works design.

The *Contractor* liaises with the *Client's* Project Manager to ensure access arrangements are coordinated with Environment Agency operations and private landowners.

The *Contractor* recycles and / or disposes of demolition waste and waste materials unless otherwise directed by the *Client*.

The *Contractor* provides a statement (with supporting information) to confirm actions undertaken with each payment application.

Permits and Licences

No permits or licenses are interpreted to be required to deliver the scope of works.

Information Delivery Plan

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 A-site and is accessible by the *Client* as well as the *Contractor* following award. An example of an IDP is included in the tender package (Appendix E). The *Contractor* is required to provide a marked up IDP within 3 weeks of contract award.

Condition Survey

A detailed photographic record of access routes and all working areas must be carried out by the *Contractor* prior to works commencing on each site and provided to the *Client*. The *Contractor* repairs any damage caused to any access route during delivery of the works.

Traffic Management

The *Contractor* is responsible for traffic safety and management, including obtaining road closure, opening, or traffic signals consents as may be necessary.

The *Contractor* maintains safe public access/interface during the works and implements appropriate safety measures to manage this risk. The *Contractor* prepares a Traffic Management Plan covering all locations and issues this to the *Client* at least 7 days prior to entering the first site.

The Thames Path or other public rights of way cross or run adjacent to all the lock and weir sites, this must therefore be considered within a site-specific Traffic Management Plan and access along them must be maintained. The Thames Path must not be closed or diverted without consent from the local authority, and it is unlikely that consent would be forthcoming unless a suitable diversion can be found. Where diversions or closures are required, the *Contractor* undertakes all liaison activities and applications required for this. The *Contractor* will make any payment required for a closure or diversion application.

Contractor's compounds, storage areas and site roads (Mobilisation, site setup, demobilisation)

The *Contractor* installs, maintains, and afterwards removes and reinstates any temporary accommodation, services, compounds, storage areas, site roads and accesses required for the works.

Reinstatement work includes the removal of all materials and equipment used in delivering the works; and restoring the area to at least its original degree of safety, stability, utility and appearance - unless specific acceptance is otherwise given by the *Client*.

Deliverables to be submitted by the Contractor

The *Contractor* provides the following deliverables for acceptance by the *Client*:

A. Construction Phase Plan

The *Contractor* prepares the Construction Phase Plan (CPP) in accordance with the CDM requirements. The *Contractor* shall prepare an overarching CPP for the entire project. The *Contractor* shall prepare site-specific addenda to the overarching CPP for each site.

The *Contractor* submits the CPP to the *Client* and Principal Designer as early as possible, but no later than 2 weeks prior to the planned start of the works.

B. Risk Assessments and Method Statement (RAMS)

The *Contractor* shall provide risk assessments and method statements for all activities, describing how they intend to complete the works, including any pollution prevention measures. The method statement shall consider flood risk, biodiversity, ecology and pollution prevention including disposal of any waste arising from the works. It needs to consider both permanent and temporary works.

C. Site Waste Management Plan

The *Contractor* is the producer of any waste material arising from the works and therefore complies with all relevant legislation. The *Contractor* prepares and issues a Site Waste Management Plan (SWMP) prior to commencement of the works to the *Client*. The *Contractor* updates this until Completion and makes it available for the *Client's*

inspection on request.

Waste Duty of Care information and permits are identified and obtained by the *Contractor*. Details of wastes generated and reused on the works and wastes removed from the Site are kept by the *Contractor* and used to update the 'actuals' section of the SWMP.

D. Environmental Action Plan

Maintenance and adherence to the Environmental Action Plan (EAP) is a requirement. (See Appendix F for project specific EAP).

2 Drawings

Not applicable

DRAWING NUMBER	REVISION	TITLE

Scope

3 Specifications

List the specifications which apply to the contract.

TITLE	DATE OR REVISION	TICK IF PUBLICLY AVAILABLE
Minimum Technical Requirements (Environment Agency)	V12, December 2021	
Current MEICA Specifications (in Environment Agency Minimum Technical Requirements document)	Post 18 October 2021	

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*.

General

A. Plant and Equipment

The *Contractor* must have all the plant and equipment to undertake the work. The *Client* will not be able to loan equipment for this project. The use of scaffold towers or ladders within 8m of main river shall not be accepted, unless they are taken down at the end of each day and stored away from the river. It will be necessary to check river conditions before re-erecting the apparatus

The *Contractor* plans and undertake the works in a way that allows ongoing use of the river for navigation purposes and with due regard for the safety of site operatives, the general public and existing structures.

The *Contractor* complies with the Environment Agency's SHEW Code of Practice (Appendix B).

B. Site Cleanliness

The *Contractor* keeps the working areas tidy and promptly removes rubbish, waste and surplus. Materials, Plant and Equipment are positioned, stored and stacked in a safe and orderly manner.

C. Environmental Action Plan

The *Contractor* shall prepare and manage all activities in line with an Environmental Action Plan (EAP) for each site to minimise and mitigate environmental risks such as pollution.

D. Public Relations

The *Client* shall manage formal public relations. The *Contractor* shall notify the *Client* of all press or media enquiries.

The *Contractor* shall notify the *Client* of any issues that may affect residents or the public and the dates and times of expected disturbances no more than 4 weeks before they are due to occur.

The *Contractor* (or any of their Sub *Contractors* or suppliers) shall not publish information about the works or use the site to demonstrate equipment or material to third parties without the written acceptance of the *Client*.

The *Contractor* shall notify the *Client* of any meetings requested by third parties so that the *Client* has the option to attend or send a representative. The *Contractor* shall record all meetings and agreements with third parties and shall notify the *Client* of all details.

E. Site Signage

Where the *Contractor* establishes a site compound, the *Contractor* shall erect at the start of the Contract and remove at the end of the Contract two notice boards. The *Client* will free issue the notice boards to the *Contractor*. 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*.

F. Navigation

The *Contractor* plans and undertake the works in a way that allows ongoing use of the river for navigation purposes and with due regard for the safety of site operatives, the general public and existing structures.

The Environment Agency will advertise that some disruption to boat traffic may occur because of the works.

Access along the River Thames for boaters must be maintained at all times.

The *Contractor* has sole responsibility for all temporary works and access arrangements.

The *Contractor* must register all vessels used to deliver the works with the Environment Agency in compliance with Thames Navigation and General bylaws 1992. The *Contractor* is responsible for making all payments required for this registration. Details of the licencing requirements can be located on the www.gov.uk website (<https://www.gov.uk/government/publications/river-thames-boat-registration-charges>).

G. Working Hours

The *Contractor* will be permitted to work between 9.15am and 4.00pm on weekdays (Monday to Friday). No work 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.

Scope

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 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; *Contractor's* risks.
- (e) Completion date

The *Client* requires full use of the site on *Completion* of the works.

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
Any supplied services and free issue plant and materials and equipment for the <i>Contractor</i> to use are noted in the appended PCI document	

Site Information

Give information about the *site* such as the ground conditions and any other information which is likely to affect the *Contractor's* work such as the position of adjacent structures.

Refer to Pre-Construction Information (PCI) document and Site Information appendices.

General Information:

The Pre-Construction Information (PCI) contains relevant site information. *Contractors* should be aware that this includes information relating to areas within Environment Agency ownership that are excluded from *Contractor* access. Further, the PCI also contains information on suggested areas where the *Contractor* may provide a site compound. It should be noted that any such suggestions do not constitute scope or represent an instruction. The PCI also contains information on available welfare; however, this is limited, and if this is not sufficient or not required then the *Contractor* should provide their own.