

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Central Hub, Area 6 Lot 1

A contract between

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

And

For

LNA Non-Recovery 2020-21 St Andrews Mill Access
Bridge Repairs

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	The Environment Agency	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	St Andrews Mill Access Bridge Permanent Works	
He The <i>site</i> is	[REDACTED]	
The <i>starting date</i> is	To be determined by the successful <i>Contractor's</i> programme, but no later than 1 st October 2022	
The <i>completion date</i> is	To be determined by the successful <i>Contractor's</i> programme, but no later than 21 st December 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
CThe <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) does 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 *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 <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 <input type="text"/> 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 <input type="text"/> in respect of every claim without limit to the number of claims	12 years following Completion of the whole of the works or earlier termination

The *Adjudicator nominating body* is The Institution of Civil Engineers

The *tribunal* is litigation in the courts

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

Only enter details here if additional conditions are required.

Z1.0	Sub-contracting
Z1.1	The <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. 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 <i>works</i> 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-contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8.0	Framework Agreement
Z8.1	The <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.
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

	<p>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.</p> <p>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.</p> <p>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.</p>																																																																														
Z30.2	<p>Price Volatility Provision</p> <p>Through a Compensation Event the Client shall pay the PVP. PVP is calculated as:</p> <p>Assessment x MF x L = PVP</p>																																																																														
Z30.3	<p>Price Increase</p> <p>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.</p>																																																																														
Z30.4	<p>Compensation Events</p> <p>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.</p> <table><tr><th>Assessment Date</th><th>Defined Cost?</th><th>Forecasted Cost?</th></tr><tr><td>31st Jul 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Aug 21</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Sept 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Oct 21</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Nov 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Dec 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Jan 22</td><td>In period costs only</td><td>No</td></tr><tr><td>28th Feb 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Mar 22</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Apr 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31st May 22</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Jun 22</td><td>In period costs only</td><td>No</td></tr><tr><td colspan="3"> </td></tr><tr><td>31st Jul 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Aug 22</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Sept 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Oct 22</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Nov 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Dec 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Jan 23</td><td>In period costs only</td><td>No</td></tr><tr><td>28th Feb 23</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Mar 23</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Apr 23</td><td>In period costs only</td><td>No</td></tr><tr><td>31st May 23</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Jun 23</td><td>In period costs only</td><td>Forecasted costs for remainder of contract</td></tr></table> <p>The Defined Cost for compensation events is assessed using</p> <ul style="list-style-type: none">- 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.	Assessment Date	Defined Cost?	Forecasted Cost?	31 st Jul 21	In period costs only	No	31 st Aug 21	In period costs only	No	30 th Sept 21	In period costs only	No	31 st Oct 21	In period costs only	No	30 th Nov 21	In period costs only	No	31 st Dec 21	In period costs only	No	31 st Jan 22	In period costs only	No	28 th Feb 22	In period costs only	No	31 st Mar 22	In period costs only	No	30 th Apr 22	In period costs only	No	31 st May 22	In period costs only	No	30 th Jun 22	In period costs only	No				31 st Jul 22	In period costs only	No	31 st Aug 22	In period costs only	No	30 th Sept 22	In period costs only	No	31 st Oct 22	In period costs only	No	30 th Nov 22	In period costs only	No	31 st Dec 22	In period costs only	No	31 st Jan 23	In period costs only	No	28 th Feb 23	In period costs only	No	31 st Mar 23	In period costs only	No	30 th Apr 23	In period costs only	No	31 st May 23	In period costs only	No	30 th Jun 23	In period costs only	Forecasted costs for remainder of contract
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Contract Data

The *Contractor's* Contract Data


		The <i>Contractor</i> is
Name	<div></div>	
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is	as per the Framework	<div></div>
The <i>people</i> rates are		
category of person	unit	rate
The <i>published list of Equipment</i> is		CECA
The <i>percentage for adjustment for Equipment</i> is		<div></div>

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*. Please also refer to tender assumptions included in our covering letter dated 21st October 2022.

The offered total of the Prices is

 Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name



Position

Managing Director

Signature



Date

21.10.2022

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

Signed on behalf of the *Client*

Name



r



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 setup & maintain	Sum	1		
2	Temporary dam installation/Fish rescue	Sum	1		
3	Install temporary footbridge	Sum	1		
4	Lift out steel bridge	Sum	1		
5	Demolish existing masonry bridge	Sum	1		
6	Install box culverts	Sum	1		
7	Construct new bridge deck	Sum	1		
8	Install Armco barriers and handrails	Sum	1		
9	Make good surfacing	Sum	1		
10	Remove temporary dam and temp footbridge	Sum	1		
11	Demobilise	Sum	1		
Notes:					
The Total of the Prices					

The method and rules used to compile the Price List are

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

Scope

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.

Please refer to SID document for full details.

Background

The privately owned bridge provides access into an area of land owned by a rugby ground. Access is required for maintenance of a gauging station and for maintenance of the watercourse. Blockages do occur on the watercourse that can cause river levels to rise which have the potential to cause flooding. A Principal Bridge Inspection was carried out in 2017 that outlined work required to ensure safe use of the bridge can be maintained. None of the recommended repairs stated in the report appear to have been carried out.

The bridge provides access to the *Client* for maintenance purposes, but also to the Northampton BBOB Rugby Club and its subsidiaries.

Recently and following an attempt to repair the above-described bridge – a stone masonry bridge –, a temporary bridge – steel beam conformed bridge – was installed over the existing structure as the integrity of such was severely compromised. The temporary bridge it is installed approximately 900mm over the existing crown level, to access the bridge deck, two temporary access ramps made of tarmac were installed.

Objectives

To accommodate the temporary bridge to its permanent position, this will require lifting the temporary bridge, excavating the foundations for the abutments and position back the bridge on its permanent position. This will involve the potential temporary diversion gas, water and electricity services which supply the Rugby Club.

A Detailed Design it is attached in the Appendix **XX**

Scope

The *Contractor* is to carry out the following:

- Obtain necessary permits and permissions. Including permission from the Rugby Club to limit access across the bridge as required for the works.
- Liaise with the Rugby Club as to request access or any disruption of the services above mentioned.
- Mobilise to site and establish the necessary works and welfare facilities.
- Segregate the working areas and the site compounds.
- Isolate the channel from main river flow and complete a flow diversion.
- Carry out a fish rescue.
- Decommission of the existing, severely deteriorated masonry bridge and its upstream parapet (as the downstream parapet felt down on a previous attempt to carry out repairs).
- Remove any debris from the water course related with the bridge decommissioning.

- Excavate the abutments such that the crown of the bridge deck is approximately ground level.
- Contact the service providers and ascertain whether diversions are required, or these can be maintained and protected.
- Clear overgrowing vegetation on the embankments including overgrowing trees downstream.
- Demobilise and make good any project related damage to the site.

Liaison will be required with the landowner/rugby club users to ensure any disruption to access is minimised/agreed.

The *Contractor* is to:

- Provide the detailed design
- Provide the permanent bridge structure including its foundations
- Propose a work methodology which has the least carbon emission.
- Propose a work methodology which provides best value.
- Propose enhancements to the asset which is safe to construct, operate and maintain.

Site Specific Details

The *Contractor* is to provide the works, including the detailed design, and construction of the bridge in its permanent location.

The Principal Designer is and carry out all the associated CDM Regulations 2015 requirements of the role where applicable to this project.

The *Contractor* is to procure and prepare a construction pack that includes all necessary services searches, obtain permits, permissions and any other authorisations needed to deliver the works successfully. The pack will also include material and workmanship specification for the works.

The *Contractor* shall ensure that all elements of the installation works are compliant with all guidance and legislation and will minimise long-term asset/land management and maintenance costs.

The *Contractor* shall produce the following in accordance with their designs:

- Public Safety Risk Assessment.
- Associated construction drawings.
- *Contractor's* Risk Assessment.

The *Contractor* will obtain consents and approvals where required for the following:

- Footpath closure.
- Water Framework Directive.
- Landowner searches.
- PTW.
- Land Notice of Entry.

The *Contractor* will be required to:

- Acquire the necessary permits, licences and permissions to undertake all of the required works.
- The *Contractor* will need to liaise with stakeholders throughout the design and works phases.
- Provide information to the *Client* as required such as current progress, Health & Safety statistics, stores and equipment procurement, results from testing and inspection

programmes and any changes that may be required to the design due to unforeseen circumstances.

- The *Contractor* will be required to put in place all Health, Safety and Welfare measures needed during the works period.
- Attend site visits with the *Client* as required once the Contract is awarded.
- Provide weekly progress updates.
- Put in place environmental management as required.

The *Contractor* must ensure that all existing structures, services, mains and any other elements at the bridge site and including the access/egress routes are protected and that no damage is caused by the construction activities. In the event that damage is caused to an existing structure, the *Contractor* is to notify the *Client* immediately.

It is an absolute requirement of the contract that Completion is only certified when:

- All the services have been provided and accepted by the *Client*.
- Population of the *Client's* latest version of the Project Cost Tool, or its successor.
- Transfer to the *Client's* databases of BIM data.
- Completion of the relevant phase of the *Client's* carbon tool.
- Clause 11.2(2) defects work to be corrected by the *Completion* Date.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
121367-CDP-ZZ-XX-DR-S-4001-P1-Bank Seats	P1	St Andrews Mill - Bridge Design Northampton
		See individual Appendices for relevant drawings

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Clients Minimum Technical Requirements	V12 – Dec 21	No
Environment Agency SHEW-COP	2018	No
Guidance for Consultants and Contractors (C532D)	Masters-Williams, 2001.	Yes

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

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.

1. The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the Construction Phase Plan, including method statements and risk assessments ahead of each project in this contract. Acceptance will be by way of a written communication from the *Client* confirming the *Contractor* may take possession of the site from the agreed starting date.
2. All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the *Client*, or their representative.
3. The site shall only be used for the works intended.
4. Some repairs to the bridge are likely to require the disconnection and reconnection of services into the Rugby Club. Operational continuity for the Rugby Club must be considered as the bridge is the only access to the club grounds.
5. Bridge parapets and the arch are difficult to access with plant - Fences, trees, services and structures impede access.
6. Daylight working hours only.
7. Parking is available for a compound within the rugby club grounds.
8. Client standards and policies that include sustainability targets for construction materials and practices may need to be incorporated into the construction at the site.
9. The *Contractor* is to consult with the *Client* before using any Hazardous Materials on site.
10. Pollution, ecological and environmental impacts must be considered and properly managed for all elements of the *Works*.
11. Interfaces with the *Works* and existing items on the site: Work areas will need to be defined within the site prior to works commencing.
12. Interfaces with the *Works* and occupied premises and users affected by the works: Access to site will still be needed by the operations team during the *Works*.
13. The *Contractor* is responsible for the security of the *Works* at the site and is the interface between any visitors and the site operation.
14. A site compound plan and details of vehicle parking and deliveries methodology will need to be confirmed to the *Client* by the *Contractor* during site investigations, prior to the start of the task.
15. Any substances or materials that are potentially deleterious and could cause the potential to impact the environment will need approval by the *Client* before being brought to site.
16. Any fuels and substances used on site must be kept to a minimum and stored so that there is no possibility of potential contamination of the site or waterways through accidental spillage or vandalism.
17. Any potential lifting activities will require the production and submission of a Lifting Plan by a competent person and submitted to the *Client* for approval prior to the lift taking place.
18. The *Contractor* is responsible for the security of the *Works* at the site and is the interface between any visitors and the site operation.
19. Services are visible on the southern face of the bridge parapet/arch and behind the northern parapet wall within the fill material.

Working times

The *Contractor* will be permitted to carry out normal works between 8.00am and 17.00pm (daylight hours only) on weekdays (Monday to Friday excluding Bank Holidays)

5. Requirements for the programme

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) All key dates including submissions, review periods and approvals.
- (b) All dates for gaining all permissions, approvals, consents and permits needed to deliver the project.
- (c) Period required for mobilisation/ planning & post contract award
- (d) Starting dates
- (e) Each of the activities listed within the Price List

- (f) 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.
 (g) Commissioning, completion and handover dates.
 (h) Submission date of the Health and Safety File.

The *Contractor* shall be required to submit on a weekly basis (or as otherwise agreed at the pre-commencement meeting) daily site records.

The programme shall be updated and submitted to the *Client* on a monthly basis to support each payment application to confirm works complete to that assessment date. Any early warning or compensation event that impacts on the completion date shall be supported by an updated programme.

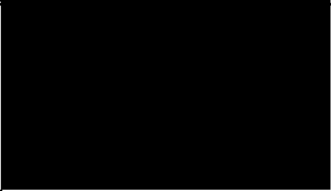
6. Services and other things provided by the *Client*

Item	Date by which it will be provided
<p>The <i>Client</i> will provide the following services or provisions:</p> <ul style="list-style-type: none"> Statutory Notices of Entry for all private land within the site (if necessary) Landowner contact information however, it is the <i>Contractor's</i> responsibility to contact landowners and arrange letter drops to residents where required. <p>No other services or provisions will be provided by the <i>Client</i>.</p>	At least seven days before the possession dates

7. Site Information

Specific site information is included within the Scheme Information Document (SID).

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.		Complete works.
	Form of Contract:	

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