



# Engineering and Construction Short Contract

## Contract Data Forms

June 2017

(with amendments January 2023)

# NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	
For	Retford Culverts Desilts and Inspections – Package A
	<b>Contract Forms</b> <ul style="list-style-type: none"><li>- Contract Data</li><li>- The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance</li><li>- Price List</li><li>- Scope</li><li>- Site Information</li></ul>

# Contract Data

## The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications	<div></div>	
The <i>works</i> are	to undertake desilt/blockage removal work, followed by a CCTV inspection, of culverted watercourses within the Retford Beck area. The completed report for inspections will be provided 4 weeks after the works are completed.  Further details of the works are described in the Contract Data Section of the Site-Specific Pack.	
The <i>site</i> is	off Grove Lane and Blackstope Lane, for individual site locations with postcodes, What3Words and national grid references see attached document 'Retford Beck Desilts'	
The <i>starting date</i> is	to be determined by the successful contractor's programme, but to begin no later than September 2024	
The <i>completion date</i> is	To be determined by the successful contractors' programme, but no later than March 2025.	
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 <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	The Contract Price	
The <i>Client</i> 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 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 Contract Price 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 (including 2023 amendments) 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 correct 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> <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	<p>Delete the text of Clause 92.3 and replace with:</p> <p>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.</p>
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
Z110	<p>Inflation</p> <p>At the Contract Date the total of the Prices does not include a sum to cover inflation.</p>

The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.

The number of Price Adjustments shall be equal to:

The number of months between the Completion Date included at the *starting date* and the Contract Date.

The proportion of Price Adjustment shall be equal to:

The total of the Prices at the Contract Date / The number of Price Adjustments

Each time the amount due is assessed, the Price Adjustment shall be:

The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]

The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment

Provided always that the fixed number of Price Adjustments has NOT been exceeded.

The Price Adjustment adjusts the total of the Prices.

If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.

# Contract Data

## The Contractor's Contract Data

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



# Contract Data

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

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

[REDACTED]

**Enter the total of the Prices from the Price List.**

Signed on behalf of the *Contractor*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date 23/07/2024

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

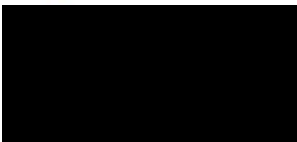

Signed on behalf of the *Client*

Name

[REDACTED]

Position

[REDACTED]

Signature	
Date	

# Price List

This Price List is a summary using the subtotals from the detailed price breakdown, which is in turn derived from the *Contractor's* rates in the Lot 1 Pricing Workbook. The detailed price breakdown reference can be found in the appendices under "Retford Beck Desilts Package A" which include assets referenced by asset ID number.

Item Number	Description	Unit	Quantity	Rate	Price
1	Production of CPP and upfront paperwork for submission				
2	Project Management / site set up and welfare - Asset <b>157122</b>	Sum	1		
3	Physical works to Asset <b>157122</b> – Allowing for 66 tonne disposals.	Sum	1		
4	<b>157122</b> Completion Report issued				
5	Project Management / site set up and welfare - Asset <b>157121</b>	Sum	1		
6	Physical works to Asset <b>157121</b> – Allowing for 6 tonne disposals.	Sum	1		
7	<b>157121</b> Completion Report issued				
8	Project Management / site set up and welfare - Asset <b>157270</b>	Sum	1		
9	Physical works to Asset <b>157270</b> – Allowing for 6 tonne disposals.	Sum	1		
10	<b>157270</b> Completion Report issued				
11	Project Management / site set up and welfare - Asset <b>158561</b>	Sum	1		
12	Physical works to Asset <b>158561</b> – Allowing for 20 tonne disposals.	Sum	1		
13	<b>158561</b> Completion Report issued				
14	Project Management / site set up and welfare - Asset <b>158851</b>	Sum	1		
15	Physical works to Asset <b>158851</b> – Allowing for 6 tonne disposals.	Sum	1		
16	<b>158851</b> Completion Report issued				
17	Project Management / site set up and welfare - Asset <b>158853</b>	Sum	1		
18	Physical works to Asset <b>158853</b> – Allowing for 6 tonne disposals.	Sum	1		

19	Project Management / site set up and welfare - Asset <b>171100</b>	Sum	1		
20	Physical works to Asset <b>171100</b> – Allowing for 6 tonne disposals.	Sum	1		
21	<b>171100</b> Report Completion issued				
<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

### 1.1 Project background

1.1.1 The *Client* manages and maintains the Main River Network throughout England with a view to reducing flood risk. A particular risk are the culverts on all watercourses. Routine surveys are carried out on all main river culverts, to ensure the watercourse is free flowing and that conveyance of water will not be impeded in any way by the structure or anything in it. Blockage removal (urban debris restricting flows) desilts (removing sediment build up in a culvert) and minor culvert repairs are undertaken where necessary. The *Client* do not own these culverts but use their permissive powers to carry out necessary maintenance inspections and subsequent works, to reduce flood risk to the communities affected.

### 1.2 Description of the works

1.2.1 There is a need to undertake desilts and/or blockage removals followed by CCTV inspections of culverted watercourses within the Retford Beck area as part of the *Client's* asset inspection programme that grades defences and structures on main river for inputting into AIMS Inventory. The inspection of these culverted

watercourses requires specialised equipment and the appropriate confined spaces trained personnel. The detail of the work is part of the excel document 'Retford Beck Desilts' containing location details, asset length and further details on works required. Supplementary information including maps, photos and access requirements on the assets can be found in further pre-site survey documentation provided by the *Client*.

A programme of the works is required, which shall be updated weekly and sent to the *Client* every Wednesday for the week ahead. This will aid in preventing clashes with other *Client* works that may take place in the area at the same time. For culverts requiring access via residential properties or businesses, a notice of entry will be required by, and provided for by the *Client*, which requires a minimum 2 weeks of lead time before works can commence. The *Contractor* shall arrange a weekly catch-up meeting with the *Client*, during the period of programmed works, to discuss progress and resolve any issues encountered to date.

During the inspection phase, the *Contractor* must provide updates to the *Client* electronically (email) at the end of every week, coinciding with the weekly programme update, and must provide access to the portal for comments and updates by all involved in the works. These may include good practices, environmental issues, blockages, significant defects, feedback or queries from the public, images of the site during works, any changes to works, delays or issues with the programme. The purpose of this is to keep the *Client* up to speed with the works involving multiple sites, to build up further asset knowledge about the culverts in this critical flood risk area and receive an early notice of issues that the *Client* may need to resolve or investigate.

The *Contractor* shall take the responsibility of checking the weather forecast and planning their work programme accordingly. Cancelled or aborted site visits due to the high-water level, or any foreseen issue will not be paid by the *Client*.

#### 1.2.2 Pre-site survey (desilts / blockage removal / inspection)

The pre-surveys should include:

- Culvert location (inc. photographs and grid reference of inlet, outlet and manholes(s))
- Access requirements including access and egress points (inc. photographs of restrictions and access/egress plan). The *Contractor* must also include information on whether letter drops or special access arrangements are required, such as access through residential property or temporary removal of fencing.
- Site specific utility service searches
- Confined space national classification and risk categorisation of culvert
- Intended method of inspection (e.g., by crawler or float camera, man entry, sonar etc.)
- Vegetation clearance requirement
- Silt and water level (%) (view from inlet or outlet), method of blockage/desilt removal required.
- Details of adjacent land use
- A schedule of activities for which risk assessments and method statements must be prepared;
- The *Contractors* arrangements for the preparation and approval of risk assessments and method statements;
- The schedule of risk assessments and method statements must meet the requirements of the Construction Design and Management Regulations;
- The *Contractor* will add to the schedule as the work progresses.

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

- Site specific risk assessments of the work (task briefings);
- A rescue plan for all "man-entry" operations;
- People and resources proposed, including qualifications of operatives;
- Timing and sequencing of inspection, materials, plant and equipment;
- Details of temporary works;
- Indication of activities that represent a higher level of safety, health and environmental risk;
- A waste plan for all blockage removal works;
- Safety, health and environmental controls proposed; and;
- Any permit to work proposals.
- *Contractor* to liaise with the CDM Principal Designer.

The *Contractor* submits the required risk assessments and method statements, for the *Clients* acceptance, 10 working days before starting the tasks to which they refer. The *Contractor* must ensure that risk assessments

and method statements are approved by the authorised individual within their own organisation before submission. The *Contractor* carries out the work in accordance with the method statement.

### 1.2.3 Specific desilt/ blockage removal requirements

The required works on each specific asset is detailed in the attached document 'Retford Beck Desilts'

The following information and/or documents shall be provided by the *Contractor*.

- *Contractor* to apply for necessary Flood Risk Activity Permits (FRAP) where applicable. The Environment Agency can carry out desilt works under permitted undertaking, however temporary works or desilts using methods other than temporarily damming/over-pumping river, desilt with suction tanker /machine or manually digging out silt or blockage, would require a FRAP. The *contractor* is to assess the requirement with the *Clients'* support and shall factor in 3 months lead time from submission to permit granted where required.
- A health and safety file must include task briefings, RAMS, rescue plans etc. Evidence of workers' signatures are to be included.
- Silt samples and Waste Acceptance Criteria analysis (WAC) is required for each culvert to be desilted. Waste is then to be disposed of appropriately by law in accordance with results of the analysis. Waste Transfer Notes are to be attached to the invoices.

### 1.2.4 Specific CCTV culvert inspection and reporting requirements

The required works on each specific asset is detailed in the attached document 'Retford Beck Desilts'

The following information and/or documents shall be provided by the *Contractor*.

- The *Contractor* shall provide a CCTV gang working on site including pan and tilt survey units and electro- location equipment for the identification of defects, connections, and the location of changes in direction along the survey route.
- The *Contractor* shall provide manhole record cards for structures and manholes associated with the surveyed lengths and a plan at a suitable scale showing the route of the culvert
- The upstream and downstream Invert and Soffit levels in mAOD is to be surveyed for each culvert and clearly shown on the report.
- Upon completion of the inspection, a report containing the CCTV video, photos of defects, and a diagram identifying the defect chainage and/or relevant change in asset type, points of interest, shall be submitted electronically within 2 weeks of asset survey completion. A final copy of all the inspections shall also be provided on an external 1TB hard drive and delivered undamaged and working to the *Client* 4 weeks after all works are completed.
- The reports are to be labelled with the asset ID and location, and the associated videos named using the asset ID and correct location start and end point. The direction of the survey is to be made clear on the video name. e.g. "46463 MH1-MH2 downstream"
- Along with the reports and video. A DWG file to support use on AutoCAD 2021 with the accurate culvert route is to be provided for each culvert.
- Any Early Warnings, CE's, shall be communicated using the *Client* template, which can be found attached to the contract documents.

All other information that is required by the *Contractor* to safely carry out the survey must also be included (e.g., Traffic management, footpath closure)

## 2. Drawings

Drawing Number	Revision	Title
0423-1004 - 157121	V1	Bus Depot to Syphon 157121 Drainage Plan

0423-1004 / 157122	V1	Snooker Hall to Corner of Blackstope Lane 157122 Drainage Plan
0423-1004	V1	Grove Lane to Open Section Culvert 157270 Drainage Plan
0423-1004	V1	Grove Lane to House Open Section Culvert 158561 Drainage Plan
0423-1004	V1	From Syphon to Blackstope Lane Open Section 158851 Drainage Plan
0423-1004	V1	Blackstope Lane Railway Crossing Culvert 158853 Drainage Plan
0423-1004	V1	Syphon to Open Section in Residential House on Grove Lane Culvert 171100 Drainage Plan

### 3. Specifications

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes
SHEW CoP	V 6	yes
Control of Substances Hazardous to Health (COSHH) Regulations		yes
Construction Design Regulations (CDM) 2015		

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

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

4.2 The *Contractor* shall prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the works.

#### 4.3 Protection against Damage

4.3.1 The *Contractor* shall ensure that flood embankments, access tracks, fences, hedges, structures etc. found on site are not damaged by their activities. Such features are fully reinstated to the satisfaction of the *Client* and the landowner/occupier within the timescales detailed in the Specification.

4.3.2 Particular attention is required when working in proximity to Armaflex and Enkamat systems, which may have exposed elements above the surface. Significant damage would be caused to assets should these elements get entangled in *Contractor's* Equipment.

4.3.3 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.

4.3.4 The *Contractor* must allow a minimum of 2 weeks to allow the Principal Designer to review construction phase plans.

4.3.5 In order to assess the extent of work, the *Contractor* shall visit each site when pricing the work. The *Contractor* shall inform the *Client* of the time and date of each site visit before going to site.

4.3.6 The *Client* has the contractual right to access the working area as shown on the drawings. The *Contractor* shall be required to determine the suitability of the access and agree any alternative routes with the landowner should the identified routes be unsuitable. 4.3.7 Details of the routes must be included within the method statements. Access conditions may deteriorate following wet weather and the *Contractor* should assume the worst conditions when preparing his quotation.

4.3.8 Compensation will be agreed and paid by the *Client* (via its appointed land agents) to affected landowners based on the *Contractor's* programme, proposed access routes and method statements. Compensation claims incurred due to the *Contractor's* failure to comply with its programme, access routes and/or method statements will be passed on to the *Contractor*.

4.3.9 Where necessary the *Contractor* shall include for the removal and replacement of any gates, fences or hedges or any other measures necessary such as installing temporary tracks or crossings to facilitate access. The *Contractor* shall be responsible for reinstating access tracks/routes to the same conditions as encountered on arrival to the site.

4.3.10 The *Contractor* shall take all reasonable steps to avoid damage and disruption to the surrounding land, to the designated sites and associated access routes. Such land may be privately owned, commercially managed for industrial, agricultural use, or part of the local social amenities etc. Any problems with access should be reported directly to the *Client*.

4.3.11 A key, which must be returned on completion of the works, will be provided as necessary to allow access through the *Client's* gates.

4.3.12 If access to a site has deteriorated (e.g. due to heavy rainfall) making it difficult or impossible for the *Contractor* to access, the *Contractor* shall immediately contact the *Client*. The *Contractor* shall inform the *Client* of their intention to continue work at this site or submit a request to the *Client* that they may either postpone work or be permitted to start work at another site. If the *Contractor* decides to continue at the original site, this will be at his own risk.

4.3.13 Seven (7) working days' notice of commencement of works shall be given to the *Client*.

4.3.14 Two (2) working days' notice must be given to the *Client* in advance of completion of the works.

4.3.15 All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the *Client*, or their representative.

4.3.16 The *Contractor* shall be responsible for obtaining and/or registering for any necessary waste exemptions.

4.3.17 The *Client* require twenty-four (24) hour / seven (7) days per week emergency contacts from the *Contractor* including the provision of out of hour's response if required due to theft, fire, flood and vandalism. It is expected that any emergency procedures are carried out by a competent employee of the *Contractor*.

4.3.18 The *Contractor* shall undertake an inspection and obtain pre and post work condition photos of any access routes that are expected to be used. This shall be made available to the *Client's* Project Manager upon request.

4.3.19 No mud or other debris to be deposited on any tarmac areas outside the site access gate, any such material to be removed immediately.

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



<p>4.3.21 Un-scoped or additional projects shall be added to the package upon acceptance of the relevant Compensation Events (CE's) and revised programmes depending on <i>Contractor</i> performance.</p> <p>4.3.22 No fires may be lit on site unless expressly authorised by the <i>Client</i>.</p>
<p><b>4.4 Choice of Equipment</b></p> <p>4.4.1 The <i>Contractor</i> shall choose the most appropriate plant to complete the works.</p> <p>4.4.2 The <i>Contractor</i> ensures that all plant is maintained.</p> <p>4.4.3 All Equipment with hydraulic systems shall use biodegradable hydraulic oil.</p> <p>4.4.4 All plant traversing under overhead cables shall be fitted with a Prolec or other height limiting device.</p>
<p><b>4.5 Permits</b></p> <p>4.5.1 Works will require the <i>Contractor</i> to obtain a Flood Risk Activity Permit from the Environment Agency where required.</p> <p>5.5.2 The <i>Contractor</i> shall be responsible for obtaining the necessary Environmental Permits for Flood Risk Activities (if applicable). The <i>Contractor</i> shall ensure the permits are received a minimum of two (2) weeks prior to commencement of works. The <i>Contractor</i> shall be responsible for all costs associated with permit applications. The <i>Client</i> has, where possible, started the application process which will need to be transferred to the <i>Contractor</i> and finalised. Please be aware the Permitting process can take eight (8) weeks from receipt of payment, need for permits to be discussed with <i>Client's</i> Project Manager prior to applying for permits.</p>
<p><b>4.7 Site Restrictions</b></p> <p>4.7.1 The site is in a busy urban residential area with limited room for plant on the road</p> <p>4.7.2 The Retford Beck is known for responding quickly to weather events</p>
<p><b>4.8 Other</b></p> <p>4.8.1 The <i>Contractor</i> shall not commence any work on the site until the <i>Client</i>, or their representative, has accepted the method statements and risk assessments related to this contract</p> <p>4.8.2 The <i>Contractor</i> shall prepare, for the <i>Client's</i> acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the works.</p>
<p><b>Working times</b></p> <p>The <i>Contractor</i> will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)</p>
<p><b>5. Requirements for the programme</b></p>
<p>The <i>Contractor</i> submits their programme with the <i>Contractor's</i> Offer for acceptance. The <i>Contractor</i> shows on each programme which they submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:</p> <p>(a) Period required for mobilisation/ planning &amp; post contract award</p> <p>(b) starting date</p> <p>(c) Each of the activities listed within the Price List</p> <p>(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.</p>

(e) Completion date

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

Describe what the *Client* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

Item	Date by which it will be provided
Site Information	Provided within tender documents
Hazard Map	Provided within tender documents
Fastdraft Access	Post-award of contract
Buried and overheard service information	None to be provided by the <i>Client</i> .
CCTV Investigation Reports undertaken in 2023/2024	Provided within tender documents

## Site Information

Site Description: The site is in the Retford Beck area of Retford, Bassetlaw, along Grove Lane, Blackstope Lane and under the Chesterfield Canal heading towards Amcott Street. The site comprises of several culverts which are to be investigated which are accessible via manhole inspection chambers, mostly. The syphon under the Chesterfield Canal runs under several commercial properties as well as residential. The other culverts run, mostly, under the road expect for some culverts which do go under properties.

Existing utilities and services

Drawings: See section 2. Drawings of culverts drainage plan

Other information: Refer to pre-survey reports undertaken in 2023/2024.

- 157121 From Bus Depot to Syphon Pre Site Survey
- 157122 From Snooker Hall to Corner of Blackstope Lane
- 157270 Grove Lane to Open Section
- 158561 Grove Lane Screen to Open House Section
- 158853 Blackstope Lane Railway Crossing Pre Site Survey
- 171100 Syphon to Open Section in Residential House on Grove Lane Pre Site Survey

<ul style="list-style-type: none"> <li>355249 Blackstope to Syphon Culvert Pre Site Survey</li> </ul>
<p>Site location plans</p> <p>Issue details: Refer to previous CCTV investigation reports undertaken in 2023/2024.</p> <ul style="list-style-type: none"> <li>Grove Lane Railway Crossing Culvert 109822 CCTV Report</li> <li>Bus Depot To Syphon 157121 CCTV Report</li> <li>Snooker Hall to Corner of Blackstope Lane 157122 CCTV Report</li> <li>Grove Lane to Open Section Culvert 157270 CCTV Report</li> <li>Grove Lane Screen to House Open Section Culvert 158561 CCTV Report</li> <li>From Syphon To Blackstope Lane Open Section CCTV Report</li> <li>Blackstope Lane TO U_S Railway Crossing CCTV Report</li> <li>Syphon To Open Section In Residential House 171100 CCTV Report</li> </ul>
<p>Access to site</p> <p>Description: Various, refer to pre-survey reports (See item "other" drawings in Section 7)</p> <p>Limitations: Various, refer to pre-survey reports (See item "other" drawings in Section 7)</p> <p>Access for inspections: Various, refer to pre-survey reports (See item "other" drawings in Section 7)</p>

## 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:	