

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 B
	Contract Forms
	- Contract Data
	 The Contractor's Offer and Client's Acceptance Price List
	- Scope
	- Site Information

Contract Data

The Client's Cor	ntract Data		
	The <i>Client</i> is		
Name	Environment Agency		
Address for communications	The Environment Agency, Horizon BS1 5AH	on House, Deanery Road, Bristol,	
Address for electronic communications			
The works 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 starting date is	to be determined by the successful contractor's programme, but to begin no later than September 2024		
The completion date is	s To be determined by the successful contractors' programme, but no later than March 2025.		
The <i>delay damages</i> are	Nil	Per day	
The delay damages are	INII	i oi day	
The <i>period</i> for reply is	2	weeks	
The defects date is	52	weeks after Completion	
The defects correction period is	4 weeks		

The assessment day is	the last working day	of each month
The <i>retention</i> is	nil	%
The United Kingdom Housing Grants, Co	TSITUCTION AND Negeneration	Act (1990) does apply
The <i>Adjudicator</i> is :		

Contract Data The Client's Contract Data % per complete week of delay. The interest rate on late payment is Insert a rate only if a rate less than 0.5% per week of delay has been agreed. The Contract Price For any one event, the liability of the Contractor to the Client for loss of or damage to the Client's property is limited The Client provides this insurance None Insurance Table Cover provided until **Event** Cover The Client's certificate of Loss of or damage to the works Replacement Cost Completion has been issued

	Loss of or damage to Equipment, Plant and Materials		Replacement Cost	The defects Certificate has been issued	
(excep and fo employ	contractor's liability for loss of or dama of the works, Plant and Materials ar or bodily injury to or death of a po yee of the Contractor) arising from or e Contractor's Providing the Works	nd Equipment) erson (not an	Minimum £5,000,000 in respect of every claim without limit to the number of claims	nas been issued	
Contra	y for death of or bodily injury to empeter arising out of and in the conyment in connection with this contract	ourse of their	The amount required by the applicable law		
	e of the <i>Contractor</i> to use the skill and by professionals providing works simila	,	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	
		T =			
The Ad	djudicator nominating body is	The Institution	n of Civil Engineers		
T	1	T p. c			
The tri	bunal is	litigation in the	e courts		
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
	onditions of contract are the NEC4 En amendments) and the following addition		Construction Short Contract	June 2017 (including	
	enter details here if additional cond		uired.		
Z1.0	Sub-contracting				
Z1.1	The Contractor submits the name of	f each proposed	d subcontractor to the Clien	t for acceptance A reason	
21.1	for not accepting the subcontractor Works. The <i>Contractor</i> does not ap	is that their app	pointment will not allow the	Contractor to Provide the	
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	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 authority, the <i>Contractor</i> is responsible Scope). The <i>Client's</i> acceptant does not constitute statutory approximately.	sible for obtainir ce of a tender a	ng these and paying fees (ເ	unless stated otherwise in	
Z2.3	An action by the Environment Ager compensation event.	icy as regulator	y authority is not in its capa	acity as <i>Client</i> and is not a	
Z3.0	Confidentiality & Publicity				
Z3.1	The Contractor may publicise the w	orks only with t	he <i>Client's</i> written agreeme	ent.	
Z4.0	Correctness of Site Information				
Z4.1	Site Information about the ground, by the <i>Client</i> but is not warranted Information they rely on for the purp	correct. The C	Contractor checks the corr		
Z5.0	The Contracts (Rights of Third Part	ies) Act 1999			
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers o 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 Contractor 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 Contractor does not proceed with the relevant work until the Client has accepted this design.
Z6.4	The Contractor 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
	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	Impact by aircraft or other device or thing dropped from them Framework Agreement
Z8.0 Z8.1	
	Framework Agreement The Contractor shall ensure at all times during this contract it complies with all the obligations and
Z8.1	Framework Agreement The Contractor shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the Client.
Z8.1 Z9.0	Framework Agreement The Contractor shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the Client. Termination
Z8.1 Z9.0	Framework Agreement The Contractor shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the Client. Termination Delete the text of Clause 92.3 and replace with: If the Contractor 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
Z8.1 Z9.0 Z9.1	Framework Agreement The Contractor shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the Client. Termination Delete the text of Clause 92.3 and replace with: If the Contractor 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.
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Z8.1 Z9.0 Z9.1 Z10.0 Z10.1	Framework Agreement The Contractor shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the Client. Termination Delete the text of Clause 92.3 and replace with: If the Contractor 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. Data Protection The requirements of the Data Protection Schedule shall be incorporated into this contract
Z8.1 Z9.0 Z9.1 Z10.0 Z10.1 Z11.0	Framework Agreement The Contractor shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the Client. Termination Delete the text of Clause 92.3 and replace with: If the Contractor 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. Data Protection The requirements of the Data Protection Schedule shall be incorporated into this contract Liabilities and Insurance Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded
Z8.1 Z9.0 Z9.1 Z10.0 Z10.1 Z11.0 Z11.1	Framework Agreement The Contractor shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the Client. Termination Delete the text of Clause 92.3 and replace with: If the Contractor 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. Data Protection The requirements of the Data Protection Schedule shall be incorporated into this contract Liabilities and Insurance Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z8.1 Z9.0 Z9.1 Z10.0 Z10.1 Z11.0 Z11.1 Z12.0	Framework Agreement The Contractor shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the Client. Termination Delete the text of Clause 92.3 and replace with: If the Contractor 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. Data Protection The requirements of the Data Protection Schedule shall be incorporated into this contract Liabilities and Insurance Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated. Packaging For contracts containing packages of projects the Client's Contract Data, Scope and Site Information

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

e Works in accordance with these <i>conditions of contract</i> for an amount to be
e conditions of contract.
Enter the total of the Prices from the Price List.
23/07/2024
23/07/2024
0% 1 D 11 H W 1
Offer to Provide the Works

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 B" which include assets referenced by asset ID number.

Item Number	Description	Unit	Quantity	Rate	Price
1	Production of CPP and upfront paperwork for submission	Sum	1		
2	Project Management / site set up and welfare – Asset 38893 Week 1	Sum	1		
3	Physical works -Asset 38893 -Week 1	Sum	1		
4	Project Management / site set up and welfare – Asset 38893 Week 2	Sum	1		
5	Physical works -Asset 38893 -Week 2	Sum	1		
6	Project Management / site set up and welfare – Asset 38893 Week 3	Sum	1		
7	Physical works -Asset 38893 -Week 3	Sum	1		
8	Project Management / site set up and welfare – Asset 38893 Week 4	Sum	1		
9	Physical works -Asset 38893 -Week 4	Sum	1		
10	Project Management / site set up and welfare – Asset 38893 Week 5	Sum	1		
11	Physical works -Asset 38893 -Week 5	Sum	1		
12	Project Management / site set up and welfare – Asset 38893 Week 6	Sum	1		
13	Physical works -Asset 38893 -Week 6	Sum	1		
14	Project Management / site set up and welfare – Asset 38893 Week 7	Sum	1		
15	Physical works -Asset 38893 -Week 7	Sum	1		
16	Completion report issued for Asset 38893	Sum	1		

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

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	V1	Amcott to Grove Street Culvert 38993 Drainage Plans
4No. Plans		

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

Doc No 249_18_SD15

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.
- 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 *Contractor* performance.
- 4.3.22 No fires may be lit on site unless expressly authorised by the *Client*.

4.4 Choice of Equipment

- 4.4.1 The *Contractor* shall choose the most appropriate plant to complete the works.
- 4.4.2 The Contractor ensures that all plant is maintained.
- 4.4.3 All Equipment with hydraulic systems shall use biodegradable hydraulic oil.
- 4.4.4 All plant traversing under overhead cables shall be fitted with a Prolec or other height limiting device.

4.5 Permits

- 4.5.1 Works will require the *Contractor* to obtain a Flood Risk Activity Permit from the Environment Agency where required.
- 5.5.2 The *Contractor* shall be responsible for obtaining the necessary Environmental Permits for Flood Risk Activities (if applicable). The *Contractor* shall ensure the permits are received a minimum of two (2) weeks prior to commencement of works. The *Contractor* shall be responsible for all costs associated with permit applications. The *Client* has, were possible, started the application process which will need to be transferred to the *Contractor* and finalised. Please be aware the Permitting process can take eight (8) weeks from receipt of payment, need for permits to be discussed with *Client's* Project Manager prior to applying for permits.

4.7 Site Restrictions

- 4.7.1 The site is located in a busy urban residential area with limited room for plant on the road
- 4.7.2 The Retford Beck is known for responding quickly to weather events

4.8 Other

- 4.8.1 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
- 4.8.2 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.

Working times

The Contractor will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)

5. Requirements for the programme

The *Contractor* submits their programme with the *Contractor's* Offer for acceptance. The *Contractor* 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:

- (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

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. 38993 Amcott to Grove Street Culvert Pre Site Survey Site location plans Issue details: Refer to previous CCTV investigation reports undertaken in 2023/2024. Amcott to Grove Street Culvert 38992 CCTV Report Access to site Description: Various, refer to pre-survey reports (See item "other" drawings in Section 7) Limitations: Various, refer to pre-survey reports (See item "other" drawings in Section 7) Access for inspections: Various, refer to pre-survey reports (See item "other" drawings in Section 7)

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:	