



# Engineering and Construction Short Contract

## Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V1 (as per bidder pack)	Go live template (this document)

# NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	
For	<ul style="list-style-type: none"><li>• Attenborough Meadow Lane Penstock and Outfall Desilt</li><li>• Plessey Works outfall Desilt and vegetation clearance</li></ul>
	<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		
Address for communications		
Address for electronic communications		
The <i>works</i> are	<b>Attenborough Meadow Lane Penstock and Outfall Desilt</b> <ul style="list-style-type: none"><li>The penstock and outfall require a desilt to improve their operation and the conveyance of water. Approximately 600mm in depth of silt will need to be removed.</li></ul> <b>Plessey Works Outfall Desilt and Vegetation Clearance</b> <ul style="list-style-type: none"><li>Outfall desilt and vegetation clearance along drain length with digging out of material up to approximately 50m in length from the outfall to allow the flow of water which includes pruning of branches overhanging the drain, young immature tree removal and dense understory vegetation removal works. Vegetation to be left on site as habitat piles.</li></ul>	
The <i>sites</i> are	1) Meadow Lane, Attenborough, Beeston, NG9 5AJ, What3Words: <a href="#">chained.leave.jumps</a> 2) Plessey Works penstock and outfall Technology Dr, Beeston, Nottingham, NG9 1AD, What3Words: <a href="#">guard.every.beard</a> and <a href="#">quench.mirror.chins</a>	
The <i>starting date</i> is	To be confirmed by the Contractor's programme but no later than the 4 <sup>th</sup> November 2024	
The <i>completion date</i> is		
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 Contract Data, Scope and Site Information</i> 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> <p>The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.</p> <p>The number of Price Adjustments shall be equal to:</p> <p>The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date.</p> <p>The proportion of Price Adjustment shall be equal to:</p> <p>The total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p> <p>The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]</p> <p>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</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the total of the Prices.</p> <p>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.</p>

# Contract Data

## The *Contractor's* Contract Data

The <i>Contractor</i> is		
Name		
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is		%
The <i>people rates</i> are		
As submitted in the Lot 1 Price Workbook		
category of person	unit	rate
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> 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

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

Signed on behalf of the *Contractor*

Name

Position

Signature



Date

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

Signed on behalf of the *Client*

Name

Position

Signature	
Date	











## Price List

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

### Meadow Lane

Item Number	Description	Unit	Quantity	Rate	Price
1	Mobilise/demobilise all labour, plant, welfare facilities and materials to/from site	Sum	1		
2	Project supervision and management including third party liaison	Sum	1		
3	Prelims	Sum	1		
4	Fish Rescue	Sum	1		
5	Apply and manage traffic throughout the duration of the works as per the approved application	Sum	1		
7	Silt removal and disposed off site (assumed non-hazardous) max 85T	Sum	1		
8	Vegetation Clearance	Sum	1		
9	Undertake silt sampling and analysis	Sum	1		
10	Install and maintain silt curtain	Sum	1		
	<b>Meadow Lane Total</b>				

Plessey Works					
Item Number	Description	Unit	Quantity	Rate	Price
1	Mobilise/demobilise all labour, plant, welfare facilities and materials to/from site	Sum	1		
2	Project supervision and management including third party liaison	Sum	1		
3	Prelims	Sum	1		
4	Fish Rescue	Sum	1		
5	Apply and manage traffic throughout the duration of the works as per the approved application	Sum			
6	Silt removal spread on site (assumed non-hazardous)- max 212T	Sum	1		
7	Silt removal and disposed off site (assumed non-hazardous) max 51T	Sum	1		
8	Vegetation Clearance	Sum	1		
9	Undertake silt sampling and analysis	Sum	1		
10	Install and maintain silt curtain	Sum	1		
	<b>Plessey Total</b>				
				<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

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention.

## 6. 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.

The scope of works required for each project has been outlined below. Constrains and environmental considerations for each project have also been listed below however, the FBG Site Investigation Report which will be included as an appendix within the PCI should be read carefully as that has further details and recommendations.

### Attenborough Meadow Lane Penstock and Outfall Desilt

Work Required:

- Undertake desilt of the area between the culvert and penstock, the chamber between the outfall and penstock and the area in front of the outfall up to the palisade security fans.
- Undertake fish rescue if required (Fish relocated d/s)
- Water quality measurements should be undertaken before, during and after the work. DO readings only
- A silt curtain should be placed downstream of the de-silted section at the footbridge, to retain mobilized fine sediment. A silt curtain should also be placed in front of the culvert to prevent any silt going into the culvert and affecting fish upstream.

Constraints and environmental consideration:

- A precautionary approach shall be exercised. If any water vole are seen or impacted, works should halt and Biodiversity Officer consulted immediately.
- In the unlikely event that an otter is observed during the works, works must stop until the otter has safely passed.
- Invasive non-native species present on site, Contractor to incorporate biosecurity measures into working methods and address this risk in Construction Phase Plan.

### Plessey Works Outfall Desilt and Vegetation Clearance

Work Required:

- Desilt outfall and continue along approximately 40m to 50m of the drain length with digging out of material and vegetation removal which includes pruning of branches overhanging the drain, young immature tree removal and dense understory vegetation removal work. Works will improve access for drain maintenance, improved outfall access and prevention of vegetation and silt build up at outfall entrance.
- All the material from the vegetation clearance will be left on site to be used to make habitat piles. Some

may be put in the deep water to improve fish habitat and some might be left on site as terrestrial habitat piles to benefit wildlife.

- Undertake electric fish rescue. (fish relocated d/s)
- Water quality measurements should be undertaken before, during and after the work. (DO readings only)
- A silt curtain should be placed downstream of the de-silted section, to retain mobilized fine sediment.

#### Constraints and environmental consideration:

- The works are located within Attenborough Gravel Pits SSSI, therefore no large alder trees are to be removed, vegetation and tree removal is limited to the agreed areas, works are to occur outside the bird nesting season, vehicles are to track with rubber tracks on the site periphery
- Sediment control measures are to be implemented as per fisheries officer recommendation.
- There are priority habitats protected under the NERC Act 2006 (see figure 15), within 1km of the works. These do not fall within the works boundary, but are 250+ meters away.
- precautionary approach shall be exercised. If any water voles are seen, works should halt immediately and Biodiversity Officer consulted.
- If any potential nests are found within 5m of any activity, then works should halt and the Biodiversity Officer notified to provide further guidance. A pre-works nesting check may also be carried out by the contractors Ecologist Biodiversity Officer, within 48 hours of the works commencing.
- Protected species: if any potential otter holts, water vole, badger setts, potential roost features or active birds' nests are encountered, works should halt immediately, and the Biodiversity Officer be notified. If any reptiles or amphibians are encountered during works, these should be relocated away from the work area within leaf litter, woody debris or habitat piles, out of harms way.
- Invasive non-native species present on site, Contractor to incorporate biosecurity measures into working methods and address this risk in Construction Phase Plan. Due to the presence of invasive species silt should not be transported off site. If it does need to be transported off site then the Biodiversity Officer must be contacted for further advice.

### Requirements for all four projects:

#### General Requirements

The *Contractor* will undertake a pre-condition survey prior to the start of works (to include as a minimum accesses, adjacent land, storage and compounds). These areas must be reinstated prior to the *Contractor* leaving site.

All reasonable steps must be taken to avoid increased erosion of the banks.

The *Contractor* must make good any damage caused during the works.

#### Construction Works

The *Contractor* will provide the following for each site or group of sites:

- Construction Program;
- Start Up Meeting including *Client* and Principal Designer (where required);
- Ongoing liaison with the Principal Designer (where required);
- All silt should be left on site at Church Pond and Plessey Works under the D1 exemption unless it is hazardous in which case it should be disposed of at an approved facility. For the Meadow Lane and Trent Lock sites silt will have to be disposed offsite as there is no space to leave it on site.
- Prepare and complete a SWMP; and
- Supply of a Health & Safety File for the completed works.

#### Traffic Management

Where required the Contractor to erect site signs and traffic management prior to commencement of work. The Contractor to ensure that all necessary approvals are granted before installation of traffic management.

### **Access**

The Client will undertake land registry searches and issue the landowners notice of entry.

The *Contractor* shall notify the *Client* 2 weeks in advance of his intention to first enter or occupy each area of ownership or occupation within the Site.

The *Contractor* shall provide the following information to the *Client* no less than 2 weeks prior to intended first entry to each area of ownership or occupation with the Working Areas:

- Marked up plan of the Working Area required;
- Details of any traffic management arrangements agreed with the Local Authority;
- Duration of the works and entry requirements;
- Details of the works to be undertaken;
- Access arrangements; and
- Site safety requirements per Notification of Entry.

The *Contractor* shall maintain safe access and egress routes for pedestrians and vehicles where existing routes are affected by the works. The safe access and egress route shall be agreed with the Client and any 3<sup>rd</sup> party landowners at least 10 working days before the works in the relevant part of the Site commence.

### **Services**

The Contractor is to identify and mark up all overhead, underground cables, outfalls and service pipes before works commences. Where services are identified, suitable control measures are required prior to work commencing. Details of a recent services search are contained with the PCI.

### **Working Hours**

Normal working hours shall be defined as:

Monday to Friday 0800 and 1700 (unless otherwise specified within any permits or other permissions required)

No work shall be executed outside of these times or on weekends and Public Holidays without the prior written acceptance of the *Client* and a minimum notice period of 2 weeks is required. Such acceptance will be influenced by the time of sunset, anticipated noise, odour and artificial light emissions from the works, proximity to property, use of public roads and any other considerations that could cause disturbance to members of the public.

Where required local residents will be informed by the *Client* in advance of the location and extent of the works. Any emergency or incident response works may be carried out outside of these hours if necessary.

### **Programme Requirements**

For each project, the *Contractor* shall submit a construction programme to cover the activities to be undertaken by the *Contractor* and other members of the project team. This should include all major project milestones.

The *Contractor* shall develop his programme to incorporate these elements:

- The *Contractor* shall have obtained all highway and footpath consents required prior to starting construction;
- 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;
- The *Contractor* issues method statements to the *Client* for information at least 2 weeks before carrying out items of work;
- The *Contractor* shall notify the *Client* 2 weeks in advance of his intention to first enter or occupy each area of ownership or occupation within the site; and
- If required *Contractor* to provide monthly programme updates and to attend monthly progress meetings.

- The contractor shall liaise with Network Rail if site supervision by them is required.

### **Methodology Statement**

Prior to the start of construction work, the *Contractor* must produce a Construction Phase Health and Safety Plan that, amongst other things, contains:

- A schedule of activities for which risk assessments and method statements must be prepared;
- The *Contractor's* 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; and
- The *Contractor* will be free to add to the schedule as the work progresses.
- The *Contractor* will ensure the risk assessments and method statements for each operation includes;
  - Risk assessments of the work;
  - People and resources proposed;
  - Timing and sequencing of construction, materials, plant and equipment;
  - Details of any temporary works;
  - Indication of activities that represent a higher level of safety, health and environmental risk;
  - Safety, health and environmental controls proposed; and
  - Any permit to work proposals.

The *Contractor* submits the required risk assessments and method statements to the *Client* 10 working days before starting the tasks to which they refer. The *Contractor* must ensure that the authorised individual within his own organisation approves risk assessments and method statements before submission.

Method statements shall include full particulars of the methods, timing and sequence of construction.

The *Contractor* must obtain any CPP approvals required by a PD where appointed or by the *Client*.

The *Contractor* does the work in accordance with the method statement.

### **Services and other things to be provided by the *Client***

The *Client* will provide the following services or provisions:

- a. Statutory Notices of Entry for all private land within the site at least seven days before the possession dates; and
- b. Landowners contact information; however it is the *Contractor's* responsibility to contact landowners, the *Client* will arrange letter drops to local residents where required.

The *Client* will provide no other services or provisions.

### **2. Survey Requirements**

All survey work including topographical and as-built surveys are to be carried out in accordance with the Environment Agency National Standard Technical Specifications for Surveying Services, Version 4.0.

### **3. CDM Requirements**

If applicable, the *Contractor* shall assume the role of Principal *Contractor* upon award of the Contract.

If required, the *Contractor* is to liaise with the *Client's* CDM Principal Designer.

If required a copy of the HSE Notification (F10) shall be provided to the *Contractor* by the Principal Designer prior to commencement of the works

The *Contractor* shall be cognizant of the CDM Pre-construction Information, the *Client's* Health and Safety Policies and the 'SHEW Handbook' and must ensure full compliance with the *Client's* 'Safety is Paramount' code of practice. The *Contractor* shall ensure that all parties under sub-contract are cognizant of the requirements of these documents.

The *Contractor* shall prepare the Health and Safety (Construction Phase) Plan before work commences on site. The *Contractor* shall issue the Health and Safety Plan to the *Client* for acceptance. The Health and Safety (Construction Phase) Plan has to be accepted by the *Client* or their representative before work can commence on site.

### **Final Clean**

On Completion, the *Contractor* returns the roads, footpaths, car parks and any other areas affected by the works to a condition not inferior to that pertaining at the commencement of the works. All debris, unused materials, equipment and temporary works are to be dismantled and cleared from the site.

### **Completion**

The *works* required to be done by the Completion Date is:

The whole of the *works*

Prior to Completion, the *Contractor* provides the following information in electronic format to the *Client* or Principal Designer (if appointed) for inclusion in the Health & Safety File:

- a. Description of the works including quantities of materials and photographs
- b. Accurate drawings showing 'As-Constructed' details where applicable;
- c. Public utilities & services – unchartered services to be marked up on record drawings; chartered service positions to be confirmed on record drawings; overhead services to be confirmed on record drawings;
- d. COSHH – lists substances hazardous to health & specific precautions that must be taken as a result of their presence;
- e. Information on any unforeseen hazards encountered during construction;
- f. Residual hazards & risk assessment; and
- g. *Contractor* to undertake a photographic condition survey on completion of the works and provide a copy to the Client.

The above list is not exhaustive, and reference is required to *Client's* Health & Safety File requirements. The *Contractor* shall make allowance in his programme for liaison with the Principal Designer and the *Client* in providing the relevant information for the Health & Safety File prior to Completion.



## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title

## 6. Specifications

List the specifications which apply to the contract.

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
Civil Engineering Specification for the Water Industry	7 <sup>th</sup> Edition	No
Lot 1 Specification Supplementary Clauses	V1 06/2018	No
<i>Clients</i> Minimum Technical Requirements (LIT 13258)	06/2024	No
Environment Agency SHEW-COP	09/2023	No
Environment Agency National Standard Technical Specifications for Surveying Services	V5.01 – 01 Mar 2023	No
Designers' safety health and environment Red, Amber, Green List	Sept 2023	No

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

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

- The *Contractor* shall 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. 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.
- The *Contractor* shall not commence any work on site until all approvals have been granted by third parties.
- The *Contractor* shall complete the work no later than the 28<sup>th</sup> of February 2025 for the Plessey Works site as the assent granted by Natural England for this site expires.
- The *Contractor* shall complete the work no later than the 14<sup>th</sup> of March 2025 for the Meadow Lane site as to avoid the coarse fish close season which starts on the 15<sup>th</sup> of March.

### **Working times**

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

## 6. Requirements for the programme

**State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.**

**State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).**

The *Contractor* submits his programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which 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
Service searches	Within 2 weeks of the signed contract
Existing relevant information known to the <i>Client</i> (Pre-Construction Information)	Within 2 weeks of signed contract
Natural England Consent	Within 2 weeks of signed contract
All Network Rail Fees and Licenses	Within 2 weeks of signed contract

## Site Information

### NG91ADMeadow Lane Penstock and Outfall Desilt

Site location:

The structures fall within the Attenborough Gravel Pits Local Wildlife Site and SSSI. The structures are located off Meadow Lane, NG9 6AU where it ends at the railway line, they are located on the other side of the level crossing. The Meadow Lane access route is suitable to access the structures on foot, however access for the desilt works will be through the access gates off Allendale Avenue following a path running parallel to the railway line eventually leading to another access gate.

The structures are surrounded by a fence and access is through a gate.

There is an area adjacent the structures for parking including a welfare van.

### Plessey Works Outfall Desilt and Vegetation Clearance

Site location:

Access to the outfall is through a double metal gate off Technology Drive, NG9 1AD. Technology Drive runs through a business park, to drive to the structures you must go through security barriers. The security guard and landowners will be given notice of entry by the Client.

There is a small area near the outfall that can be used for parking including a welfare van.

Site layout plans and photos have been included in the PCI documents.

## 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:	