



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

Asset Operation, Maintenance and Response Framework Lot 1 Civil Engineering (Maintain and Construct)

A contract between

The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

And

Amalgamated Construction t/a AmcoGiffen

For

25/26 GMMC Q2 – Q3 CCTV Programme

Contract Forms

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

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Environment Agency Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	25/26 GMMC CCTV Q2 – Q3 program	
The <i>site</i> is	22 Sites identified within the scope contained within the GMMC area refer to appendix A	
The <i>starting date</i> is	06/10/2025	
The <i>completion date</i> is	31/03/2026	
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) does apply
The <i>Adjudicator</i> is :
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
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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
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The <i>Client</i> provides this insurance	None
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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 <i>works</i> , Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	

Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
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"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	<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> <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>

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	Amalgamated Construction t/a AmcoGiffen	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The fee percentage is	[REDACTED]	%
The people rates are		
category of person	unit	rate
As Per Framework Pricing Workbook		
The published list of Equipment is		As Per Framework Pricing Workbook
The percentage for adjustment for Equipment is		As Per Framework Pricing Workbook

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 £105,778.96

Enter the total of the Prices from the Price List.

Signed on behalf of the Contractor

Name

Position

Managing Director

Signature

Date

30.09.25

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

Signed on behalf of the Client

Name

Position

Operations Manager

Signature

Date

01/10/2025

Price List

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

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

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

Item Number	Description	Breakdown Items	Unit	Qty	Rate	Total Price
	Management & Staff		Sum			
	Welfare		Sum			
Priority Site 1	Chorlton brook – 710.83m Dewater, overpump, and CCTV survey. Post CCTV survey.		Sum	1	£	
Priority site 1.1	Chorlton brook additional cleansing desilt works G78 Remove and transport all waste/silt to appropriate approved waste facility. Include breakdown of costs for this *If required will be included as a CE	Dewatering works Over pump Post CCTV Survey WAC Test Prelims	Ton	0		
Priority site 1.2	Chorlton brook additional cleansing desilt works G78 Disposal of silt material via a licensed waste carrier, based on proposed method of work. Include breakdown of costs for this *If required will be included as a CE	Waste disposal	Ton	0		
Priority Site 2	Jennets Lane PS – 62.5m CCTV survey only		Sum	1	£	
Priority Site 3	Barrows Green Brook – 2 lengths 310.42 & 12.12m CCTV survey with sonde. Post CCTV survey,		Sum	1		
Priority site 3.1	Barrows Green Brook additional cleansing desilt works	Dewatering works Over pump	Ton	0		

	Remove and transport all waste/silt to appropriate approved waste facility. Include breakdown of costs for this *If required will be included as a CE	Post CCTV Survey WAC Test Prelims				
Priority site 3.2	Barrows Green Brook additional cleansing desilt works Disposal of silt material via a licensed waste carrier, based on proposed method of work. Include breakdown of costs for this *If required will be included as a CE	Waste disposal	Ton	0		
Priority Site 4	Dog Clog Brook – 257.66m CCTV survey only		Sum	1		
Priority Site 5	Plemstall Drain – 41.97m Dewater & CCTV survey. Post CCTV survey		Sum	1		
Priority site 5.1	Plemstall Drain additional cleansing desilt works Remove and transport all waste/silt to appropriate approved waste facility. Include breakdown of costs for this *If required will be included as a CE	Dewatering works Over pump Post CCTV Survey WAC Test Prelims	Ton	0	£	
Priority site 5.2	Plemstall Drain additional cleansing desilt works Disposal of silt material via a licensed waste carrier, based on proposed method of work. Include breakdown of costs for this *If required will be included as a CE	Waste disposal	Ton	0	£	
Priority Site 6	Whittle Brook – 41.6m CCTV Survey only		Sum	1		
Priority Site 7	Small Brook – 1073.09m CCTV survey only		Sum	1		
Priority Site 8	Taunton Brook – 91.86m CCTV survey only		Sum	1		
Priority Site 9	Phipps' Brook – 331.78 CCTV survey only		Sum	1		
Priority Site 10	Clough Lane (Unnamed) watercourse – 57.1m CCTV survey only		Sum	1		
Priority Site 11	Ellen Brook – 547.64 & 1084.81m CCTV survey only		Sum	1		
Priority Site 12	Sindsley Brook Tributary – 632.01m CCTV survey only		Sum	1		
Priority Site 13	Sindsley Brook – 37.66m CCTV survey only		Sum	1		
Priority Site 14	River Mersey Overflow – 101.57m CCTV survey only		Sum	1		

Priority Site 15	Stag's Brook – 675.67m CCTV survey only		Sum	1		
Priority Site 16	Millers Brook – 539.18m CCTV survey only		Sum	1		
Priority Site 17	Swinnel Brook – 551.08m CCTV survey only		Sum	1		
Priority Site 18	Wardle Brook – 232.79m CCTV survey only		Sum	1		
Priority Site 19	Fairywell Brook – 62.55m CCTV survey only		Sum	1		
Priority Site 20	Hockery Brook – 895.3m CCTV survey only		Sum	1		
Priority Site 21	Black Brook – 393.47m CCTV survey only		Sum	1		
Priority Site 22	River Gowy – 22.36m CCTV survey only (site restrictions inc cost of induction to be determined and delt with as CE)		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 Pricing Workbook.

When ordering products and constructing the works: The accuracy and sufficiency of the measured quantities is not guaranteed. The Scope and drawings shall override the measured quantities.

The accuracy of dimensions scaled from the drawings is NOT guaranteed. Immediately obtain from the *Client* (or their Contract Administrator, if appointed) any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings. This includes queries relating to accuracy or the scale stated on drawings.

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.

1. Description of the works

1.1 Project background

1.1.1 The EA has an annual culvert inspection program consisting of both EA owned and maintained and third-party owned assets. These inspections are primarily to determine the structural condition and conveyance within the culvert to enable the flood risk to be determined and subsequently a risk-based approach to remediation.

1.1.2 The Project objective is to survey the culverts identified, produce condition reports for each identifying defects within the financial year. If cleansing is identified as part of the survey the *Contractor* will be required to submit a price to undertake this work and this may be instructed as a Compensation Event under this Contract.

1.2 Description of the works

1.2.1 The works are to undertake CCTV inspections of the culverts described (including pre-cleansing works if required). At tender stage the *contractors* are advised to attend site visits with EA staff to Chorlton Brook, Barrows Green Brook and Plemstall Drain where additional works are identified.

The *Contractor* is advised to undertake a pre-survey walkover to determine any additional need for cleansing prior to survey for each site.

Rates plus fee for CCTV related items and additional items to be framework rates and items listed in the price list above.

The *contractor* is required to price all works in the price list. The EA reserves the right to de-scope and remove elements. Should funding become available in March 2026 those de-scoped works may be reinstated for delivery that financial year.

The *Contractor* shall produce a detailed survey report to include the details outlined below for every site. Previous survey reports where available, for the identified culverts and are provided.

- Photographs of inlet, outlet, manholes (including location & chamber/shaft) & culvert interior.
- Also include arrow cards next to each manhole so the *Client* is able to determine angles of all incoming / outgoing pipes.
- Invert, soffit levels to be taken at outlet, inlet and each manhole where possible.
- Video footage where entry into culvert – include full meterage (where possible) & full 360° span of culvert at approximately every 10m in length unless going around a sharp bend which will require a new 360° span of culvert.
- Report to include culvert dimensions, material and note any changes within the report.
- Report to also include water level depth and any changes to this throughout the report.
- Highlight any potential issues (such as structural or debris etc.) within the report & capture on video/photographic evidence where possible.
- Detailed manhole cards/location information to be recorded only if manhole currently unrecorded.
- Accompanying map (CAD format) showing the location of the culvert, inlet, outlet and manholes (including GPS data for each manhole and headwall). Sections that have been un-surveyed must be colour coded differently on the plan.
- The *Contractor* shall submit the survey reports electronically to the Project Manager upon completion of each survey.

Survey to establish any defects / condition grade for the sites listed in appendix A. Appropriate survey method to be agreed with *client* prior to survey investigations. Previous reports and maps will be provided if available, for the sites listed in Appendix A.

<p>1.3 Contractor's design</p> <p>1.3.1 None Required</p>
<p>1.4 Accommodation</p> <p>1.4.1 The <i>Contractor</i> shall provide accommodation, services and facilities as is necessary to complete the works, as quantified and priced in the Framework Pricing Workbook.</p>
<p>1.5 Access to the Site</p> <p>1.5.1 Prior to first entry to the site to undertake physical works, the <i>Contractor</i> shall record the condition of the site and accesses to the site through photographs and videos. These are submitted to the <i>Client</i> for record keeping. The <i>Contractor</i> shall leave the site and accesses to the site in as good a condition as prior to first entry. Refer to Appendix A for individual site locations.</p>
<p>1.6 Sharing the Site with the <i>Client</i> and Others</p> <p>1.6.1 In the context of this contract, Others is defined as all stakeholders relevant to the scope of the contract. Surveys are at various locations including within Pump Stations, private land and highways.</p> <p>1.6.2 The <i>Contractor</i> shall co-operate with Others in obtaining and providing information which they need in connection with the works. Within Pump Stations agreement is required with the operator to cease pump operations during the survey. Pump station operator costs will be managed by the EA and are outside of this contract. Work on Highways will require appropriate permits and temporary traffic management.</p> <ul style="list-style-type: none"> • What is being done, • Who is doing it, • When it is being done, and for how long, • Where is it being done, • How the <i>Contractor</i> is to co-operate and share the Working Areas.
<p>1.7 Management of the Works</p> <p>1.7.1 The <i>Client</i> and the contract using the <i>Client's</i> contract management tools. This is currently FastDraft but may be transferred to similar systems from time to time.</p> <p>1.7.2 The <i>Client</i> and Contractor attend the following meetings:</p> <ul style="list-style-type: none"> • Project start meeting in person. • Joint monthly commercial and progress meetings from the starting date to completion of the program. The <i>Client</i> confirms the date and venue of these meetings. The <i>Client</i> chairs and records these meetings. The meetings will be via teams or exceptionally at the EA Sale depot. • Site walkovers as requested by the <i>Client</i>. • Early Warning meetings as instructed by either Party via MSTeams <p>1.7.3 The <i>Contractor</i> shall produce a progress report and submit this with their updated program a minimum of 2 working days ahead of the monthly progress meeting. This report:</p> <ul style="list-style-type: none"> • highlights the progress achieved since the last program submission. • explains any deviation from the previous program in terms of progress and/or changes to the planned activities. • explains what actions are being implemented to mitigate any delay, • state the expected date when the <i>Contractor</i> forecast to complete the works compared to the contract Completion Date, • details any lost days due to weather, • summarises the latest commercial position with detail of the original Prices, the value of implemented Compensation Events, the forecast of unimplemented Compensation Events, the forecast of the

Prices,

- includes site photos of progress achieved since the previous progress report.

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded is: N/A

1.8.2 The weather measurements are to be supplied by: N/A

1.8.3 The *Contractor* will liaise with the EA Project Manager to assess which assets are available for survey using weather and hydrology applications. If extreme weather is recorded the EA reserve the rights to cancel and rearrange the surveys at no cost.

1.8.4 If the *Contractor* is unable to access a culvert due to high water levels the EA Project Manager is to be informed immediately and photographic evidence supplied. The *Contractor* is to move to alternative sites if possible and as agreed with the EA Project Manager.

1.9 Quality Management

1.9.1 The *Contractor* shall carry out the following tests and inspections:

- Any silt removed shall be tested and removed to a suitable licensed waste disposal site.

1.10 Consents, Permits and Licenses

1.10.1 The *Client* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the permanent works. N/A

1.10.2 The *Contractor* shall obtain the necessary consents, permits, licenses and/or agreements from third parties for the temporary works, including but not limited to:

- Highways,
- Flood Risk Activity Permits.

1.11 Health, Safety & Environment

1.11.1 The *Client's* SHEW CoP is applicable to the *Contractor* in providing the works.

1.11.2 The Considerate Constructors Scheme is applicable as per the *Client's* SHEW CoP. The *Contractor* is responsible for registering the project unless otherwise instructed by the *Client*.

1.11.3 The Construction, Design & Management (CDM) Regulations are applicable to the works.

1.11.4 The *Contractor* shall produce site specific risk assessments and method statements (RAMS) detailing how they will provide the works and submits these to the *Client* for acceptance. The *Contractor* does not commence activities until the relevant RAMS have been accepted by the *Client*. The *Client* has the period of reply to respond to the RAMS.

1.11.5 The *Contractor* undertakes the actions within the Environmental Action Plan (EAP) N/A

1.12 Procurement of subcontractors

1.12.1 In accordance with Schedule 7 Clause 2.1.3, the *contractor* shall use sustainability, quality and price criteria when selecting subcontractors, evidence of how this was undertaken to be retained and made available to the *Client* if required.

1.11.2 In accordance with Schedule 7 Clause 2.1.6, the *contractor* shall ensure that supply chain opportunities are inclusive and accessible to Small and medium-sized Enterprises; Voluntary, Community and Social Enterprise organisations and under-represented groups of suppliers.

1.11.3 In accordance with Schedule 7 Clause 2.1.1, the *Contractor* shall use the Contracts Finder website to advertise any sub-contracting opportunities to encourage a diverse and inclusive supply base. Within ninety (90) calendar days of awarding a sub-contract to a sub-contractor, the Delivery Partner updates the notice on Contracts Finder with details of the successful subcontractor.

1.13 Title Marking

3. 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
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	✓
Asset OMR Technical Specifications		✓
SHEW CoP	V 6	✓
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	✓
Control of Substances Hazardous to Health (COSHH) Regulations		✓
Construction Design Regulations (CDM) 2015		✓
Lot 1 – Spec supplementary clauses – CULVERTS – CoP		
Lot 1 – Spec Supplementary clauses – General		

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

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. *Contractor* shall submit details 2 weeks prior to commencement on site.

2. Site specific Constraints:

Chorlton Brook Barrows Green Brook & Plemstall Drain. These channels will require flows over pumped to enable survey access. A FRAP is not required.

N/A4.2 All communications from the *Contractor* to the *Client* shall be sent to **Ian Westwell**.

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, if required, method statements and risk assessments ahead of this contract. Acceptance will be by way of a written communication from the *Client*.

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

4.3.5 In order to assess the extent of work, the *Contractor* may 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 location plans. 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. N/A

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.

4.5.2 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, where 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.

4.6 Working times

4.6.1 The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday). In some instances, it may be deemed necessary for the *Contractor* to undertake weekend working, if required this will be limited to Saturday mornings and subject to advanced agreement with the *Client*.

4.7 Site Restrictions

4.7.1. See Appendix A location plans

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

5.1 The *Contractor* shall submit their first programme with the *Contractor's* Offer for acceptance.

5.2 The *Contractor* shall submit the programme in Adobe PDF and Microsoft Project formats. 5.3 The *Contractor* shall show on each programme submitted for acceptance:

- the starting date and Completion Date
- the critical path
- the dates when the *Contractor* forecasts to need first access to each part of the Site to undertake physical works
- the order and timing of the operations which the *Contractor* plans to do in order to provide the works
- lead in periods for materials and sub-contractors,
- the order and timing of the work of the *Client* and others required for the *Contractor* to provide the works
- provisions for float, time risk allowance, mobilisation, project planning and procedures

- set out in the contract

5.4 Within two (2) weeks of the *Contractor* submitting a programme for acceptance, the

Client notifies the *Contractor* of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting a programme is that:

- The *Contractor's* plans which it shows are not practicable
- It does not represent the *Contractor's* plans realistically or
- It does not comply with the Scope

5.5 If the *Client* does not notify acceptance or non-acceptance within the time allowed, the *Contractor* may notify the *Client* of that failure. If the failure continues for a further one (1) week after the *Contractor's* notification, it is treated as acceptance by the *Client* of the programme.

5.6 The *Contractor* shall show on each revised programme:

- The actual progress achieved on each operation and its effect upon the timing of the
 - remaining work
- How the *Contractor* plans to deal with any delays and to correct notified Defects and
- Any other changes which the *Contractor* proposed to make to the Accepted Programme

5.7 The *Contractor* shall submit a revised programme to the *Client* for acceptance:

- Within the period for reply after the *Client* has instructed the *Contractor* to
- When the *Contractor* chooses to and, in any case
- At no longer interval than stated below from the starting date until Completion of the whole of the works

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
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Site location plans and previous report Information	Issued with tender documents in Appendix A
Fastdraft Access	Already available to Contractor
<h1>Site Information</h1>	
The site	
Description: 22 locations within the GMMC Area. Each site has a location plan with length of culvert to be surveyed. See Appendix A	
Existing utilities and services	
Drawings: N/A. Utilities search maps included in Appendix B	
Other information: Previous Survey Reports included for all sites. Appendix C	
Soils and Ground water	
Information: N/A	
Site investigation	
Report: N/A	
Site location plans	
Issue details: Included in Appendix A	
Health and safety file	
Issue details: N/A	
Access to site	
Description: Multiple sites in public areas. <i>Contractor</i> to assess and determine.	
Limitations: access to private land to be agreed between <i>contractor</i> and land owner.	
Access for inspections: In accordance with confined space limitations. To be determined by <i>contractor</i> .	
Use of the site	
General: Inspections only	
Limitations: N/A	
Surrounding land / building uses	
General: Varies. See location plans in Appendix A	
Health and safety hazards	

General: The nature and condition of the site cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:

- Confined Spaces working
- Hazardous gases
- Possible structural defects
- Contaminated water and needle sticks.

Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the works.

Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	IDS Unit 3 London Road Business Park East Retford Notts DN226HG Form of Contract:	Culvert Surveys NEC4 ECSC
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	