



# NEC4 Engineering and Construction

## Short Contract

<div></div>	
<b>A contract between</b>	<b>The Environment Agency</b> <div></div> <div></div> <div></div> <div></div>
<b>And</b>	<b>Richard Makepeace Forestry and Landscape Contracting</b>
<b>For</b>	<div></div>
	<b>Contract Forms</b> <ul style="list-style-type: none"><li>- <b>Contract Data</b></li><li>- <b>The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance</b></li><li>- <b>Price List</b></li><li>- <b>Scope</b></li><li>- <b>Site Information</b></li></ul>

# Contract Data

## The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The works are	[REDACTED] [REDACTED]	
The site is	[REDACTED] [REDACTED]	
The starting date is	To be determined by the Contractor's programme (subject to approval by EA PM), but no later than 31/07/2023.	
The completion date is	To be determined by the successful Contractor's programme (subject to approval by EA PM), but no later than 31/10/2023.	
The delay damages are	[REDACTED]	Per day
The period for reply is	[REDACTED]	weeks
The defects date is	[REDACTED]	weeks after Completion
The defects correction period is	[REDACTED]	weeks
The assessment day is	the last working day	of each month
The retention is	[REDACTED]	%
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 <i>Client</i> provides this insurance	None
---	------

### Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the 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 <i>nil</i> 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 and the following additional conditions	
<b>Only enter details here if additional conditions are required.</b>	
Z1.0	Sub-contracting
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of invoice.
Z2.0	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (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	Delete the text of Clause 92.3 and replace with:  If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.																		
Z10.0	Data Protection																		
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract																		
Z11.0	Liabilities and Insurance																		
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.																		
Z30.0	Material Price Volatility  The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2023 the Client will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.																		
Z30.1	Defined terms  a) <b>The Latest Index (L)</b> is the latest index as issued by the <i>Client</i> . The L, which is at the discretion of the <i>Client</i> , is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.  b) <b>The Price Volatility Provision (PVP)</b> at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.  c) <b>Material Factor (MF)</b> 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.																		
Z30.2	Price Volatility Provision  Through a Compensation Event the <i>Client</i> shall pay the PVP. PVP is calculated as:  Assessment x MF x L = PVP  If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the <i>Client</i> . The PVP calculated at the last assessment before 30 June 2023 is used for calculating the price increase after that date.																		
Z30.3	Price Increase  Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.																		
Z30.4	Compensation Events  The <i>Contractor</i> shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2023 period compensation event. <table><tr><td>Assessment Date</td><td>Defined Cost?</td><td>Forecasted Cost?</td></tr><tr><td>31<sup>st</sup> Jul 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31<sup>st</sup> Aug 21</td><td>In period costs only</td><td>No</td></tr><tr><td>30<sup>th</sup> Sept 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31<sup>st</sup> Oct 21</td><td>In period costs only</td><td>No</td></tr><tr><td>30<sup>th</sup> Nov 21</td><td>In period costs only</td><td>No</td></tr></table>	Assessment Date	Defined Cost?	Forecasted Cost?	31 <sup>st</sup> Jul 21	In period costs only	No	31 <sup>st</sup> Aug 21	In period costs only	No	30 <sup>th</sup> Sept 21	In period costs only	No	31 <sup>st</sup> Oct 21	In period costs only	No	30 <sup>th</sup> Nov 21	In period costs only	No
Assessment Date	Defined Cost?	Forecasted Cost?																	
31 <sup>st</sup> Jul 21	In period costs only	No																	
31 <sup>st</sup> Aug 21	In period costs only	No																	
30 <sup>th</sup> Sept 21	In period costs only	No																	
31 <sup>st</sup> Oct 21	In period costs only	No																	
30 <sup>th</sup> Nov 21	In period costs only	No																	



31 <sup>st</sup> Dec 21	In period costs only	No
31 <sup>st</sup> Jan 22	In period costs only	No
28 <sup>th</sup> Feb 22	In period costs only	No
31 <sup>st</sup> Mar 22	In period costs only	No
30 <sup>th</sup> Apr 22	In period costs only	No
31 <sup>st</sup> May 22	In period costs only	No
30 <sup>th</sup> Jun 22	In period costs only	No
31 <sup>st</sup> Jul 22	In period costs only	No
31 <sup>st</sup> Aug 22	In period costs only	No
30 <sup>th</sup> Sept 22	In period costs only	No
31 <sup>st</sup> Oct 22	In period costs only	No
30 <sup>th</sup> Nov 22	In period costs only	No
31 <sup>st</sup> Dec 22	In period costs only	No
31 <sup>st</sup> Jan 23	In period costs only	No
28 <sup>th</sup> Feb 23	In period costs only	No
31 <sup>st</sup> Mar 23	In period costs only	No
30 <sup>th</sup> Apr 23	In period costs only	No
31 <sup>st</sup> May 23	In period costs only	No
30 <sup>th</sup> Jun 23	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
- the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.

# Contract Data

## The Contractor's Contract Data

The Contractor is		
Name	Richard Makepeace, Forestry and Landscape Contracting	
Address for communications	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	
Address for electronic communications	[REDACTED]	
The fee percentage is	[REDACTED]	%
The people rates are		
category of person	unit	rate
Labourer	[REDACTED]	[REDACTED]
Labourer	[REDACTED]	[REDACTED]
Labourer	[REDACTED]	[REDACTED]
Labourer	[REDACTED]	[REDACTED]
The published list of Equipment is		
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]		
The percentage for adjustment for Equipment is		As per guidance

# Contract Data

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

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

The offered total of the Prices is

[REDACTED]

[REDACTED] [REDACTED]

Signed on behalf of the *Contractor*

Name

[REDACTED]

Position

[REDACTED]

Supplier\_Signature

Signature

[REDACTED]

Date

9.8.2023

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

Signed on behalf of the *Client*

Name

[REDACTED]

Position

[REDACTED]

Client\_Signature

Signature

[REDACTED]

Date

9.8.2023



# Price List

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

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

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

Item Number	Description	Unit	Quantity	Rate	Price
■	■■■■■■■				■■■■■
■	■■■■■■■■■■■■■■■				■■■■■
■	■■■■■■■■■				■■■■■
■	■■■■■■■■■■■				■■■■■
■	■■■■■■■■■■■				■■■■■
■	■■■■■	■	■	■■■	■■■■■
				■■■■■■■■■■■■■■■	■■■■■■■■■

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.

## 1. Description of the works

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

This contract is to deliver the construction of NFM Timber Fence Barrier M6 in the location shown in Figure 1 and detailed below in Tables 1-3.

The completion date for works is November 2023.

Figure 1: M6 NFM Measure Location in Middlehope:

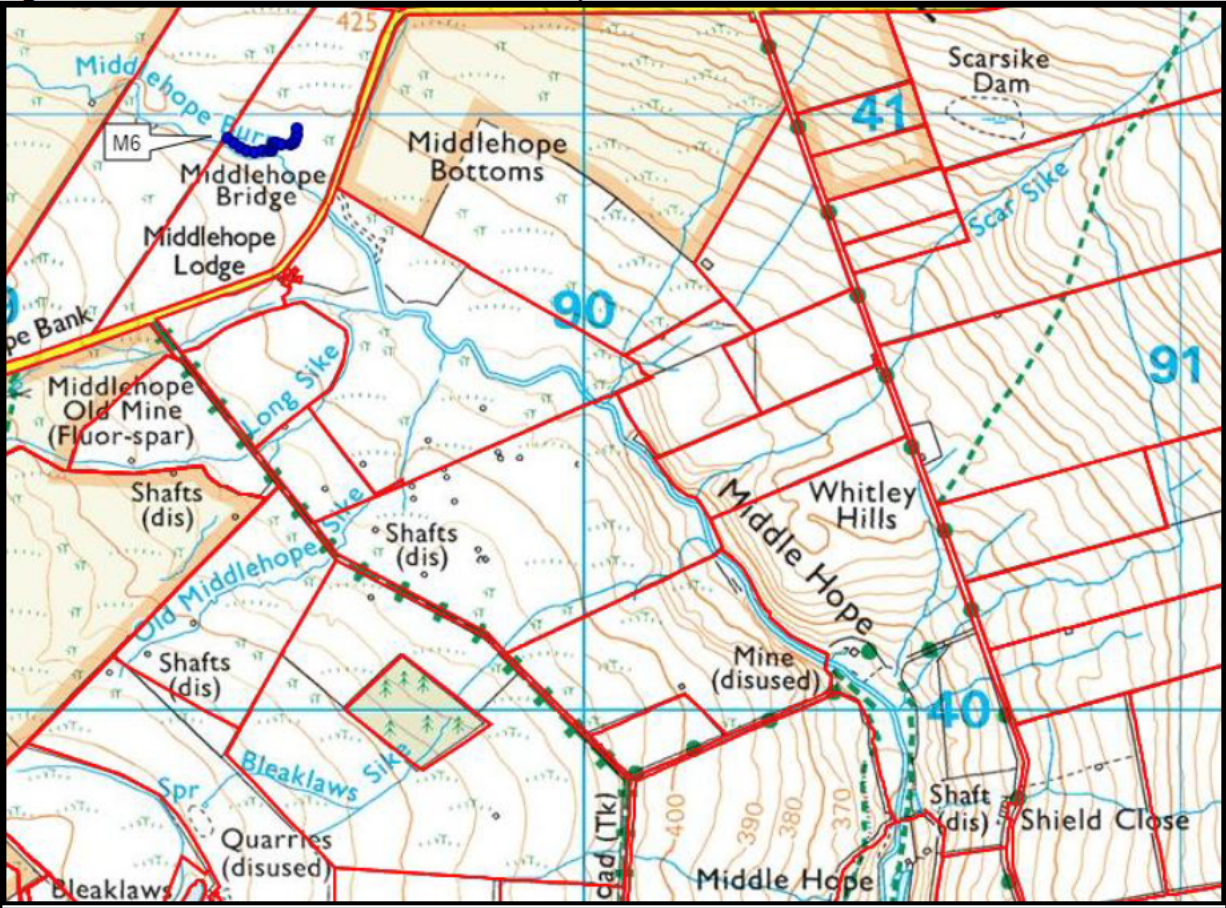


Table 1: NFM Feature location detail

Feature no.	Feature Type	Location	Grid ref	Nearest post code
M6	Timber fence barrier	North-West of Middelhope Lodge	NY8947140938	DL13 1PH

The timber fence barrier consists of horizontal timber boards which are attached to vertical timber posts, driven into the ground. Depending on the location, the timber fence barrier has a height of a maximum 1.5m. It has an outflow 'notch' on its lowest point, relative to the ground elevation, and a spillway section at the top of the barrier. The horizontal timber boards need to be fixed with small gaps to ensure the structure retains water as designed. See Materials and Workmanship [REDACTED]

The location of M6 has been positioned using ARUPs GIS modelling software, in the optimum location for the interception of surface water run-off pathway routes. As a result, the bracing post setting out points are known grid reference locations specified on Table 2 below. The contractor should have access to sufficiently accurate GPS locating technology, to construct features precisely in a remote location (with little to no mobile phone reception).

**Table 2 M6 setting out details**

UID	Easting	Northing	Existing ground level (EGL) (mAOD)	Barrier Elevation (mAOD)	Relative Height above EGL (m)
M6	389402.303	540958.857	394.819	394.75	0.000
M6	389412.040	540951.449	394.482	394.75	0.268
M6	389423.259	540944.887	394.293	394.75	0.457
M6	389435.112	540939.384	393.514	394.75	1.236
M6	389446.965	540936.844	393.165	394.75	1.585
M6	389460.935	540937.690	393.302	394.75	1.448
M6	389470.672	540937.479	393.579	394.75	1.171
M6	389477.445	540939.384	393.590	394.75	1.160
M6	389478.504	540942.982	393.357	394.75	1.393
M6	389478.504	540948.909	393.140	394.75	1.610
M6	389479.774	540951.449	393.267	394.75	1.483
M6	389485.065	540951.660	393.559	394.75	1.191
M6	389492.474	540949.755	393.405	394.75	1.345
M6	389508.137	540948.909	393.219	394.75	1.531
M6	389513.005	540952.507	393.134	394.75	1.616
M6	389515.545	540957.799	393.417	394.75	1.333
M6	389518.169	540965.346	393.826	394.75	0.924
M6	389518.720	540976.002	394.807	394.75	0.000

**Table 3 Timber Fence Barrier M6 Specific details**

ID	UID (from GIS)	Easting (of centroid)	Northing (of centroid)	Length of barrier (m)	Indicative Volume of Water to be stored behind barrier (m³)	Height of barrier above ground (m)	Elevation of barrier (mAOD)	Upstream area (km²)	Outflow pipe diameter (m) (or equivalent area of 'notch')	Inlet Elevation (mAOD)	Selected feature (function of 'Favourability assessment' and cost estimates)	Dn50 of scour protection stone
Middlehope_6	M6	389472.8919	540938.1031	153	2500	1.5	394.75	0.250	0.4	N/A	Timber Fence	310mm - See Specification, Section 5.3.3 for full grading

Additional notes	Distance (as the crow flies) to nearest track (identified by mastermap)	BGS 1:50k records of Superficial geology	Nearby superficial geology (BGS 1:50k)	Indicative distance to Mine shaft as recorded by Coal Authority web maps	OS_Feature
Position of barrier moves away from Middlehope Bum to intercept two additional flow paths and store within the same feature. Can drain into the Middlehope bum through rush-like grass at 389478.504 East, 540948.909 North, 393.140mAOD (the lowest existing elevation of the feature).	<100	Alluvium - Clay, silt, sand and gravel	Alluvium - Clay, silt, sand and gravel, Till, Devensian - Diamicton	>500m	Heath, Rough Grassland

Collapsible material	Compressible material	Landslide	Running Sand	Shrink Swell	Solubility of rock
B — deposits with potential to collapse when loaded and saturated are unlikely to be present.	D — significant potential for compressibility problems.	C — possibility of slope instability problems after major changes in ground conditions.	C — possibility of running sand problems after major changes in ground conditions.	B — ground conditions predominantly low plasticity.	D — very significant soluble rocks are present with a moderate possibility of localised natural subsidence or dissolution-related degradation of bedrock, especially in adverse conditions such as concentrated surface or subsurface water flow.



## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
■	■	■
■	■	■

## 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
■	■	■
■	■	■
■	■	■
■	■	■
LIT 16559 - Safety Health Environment and Wellbeing (SHEW) Code of Practice	06/2022	Yes

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

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

Due to the nature and location of the works there are constraints on the construction of these features.

### Location

The working area is in a remote location of County Durham, within the North Pennines Area of Outstanding Natural Beauty (AONB) the site is in an exposed position often subject to harsh weather conditions. The land is an area of grazed livestock pasture and in close proximity to an ordinary water course, the "Middlehope Burn".

The area is in a historic mining area, much of the landscape is made up of mine spoil and old mine workings. Searches have not yielded the risk of mine shafts at these locations. However, the risk posed by mine working and shafts cannot be excluded due to the historic nature of the area, dating back to Roman times.

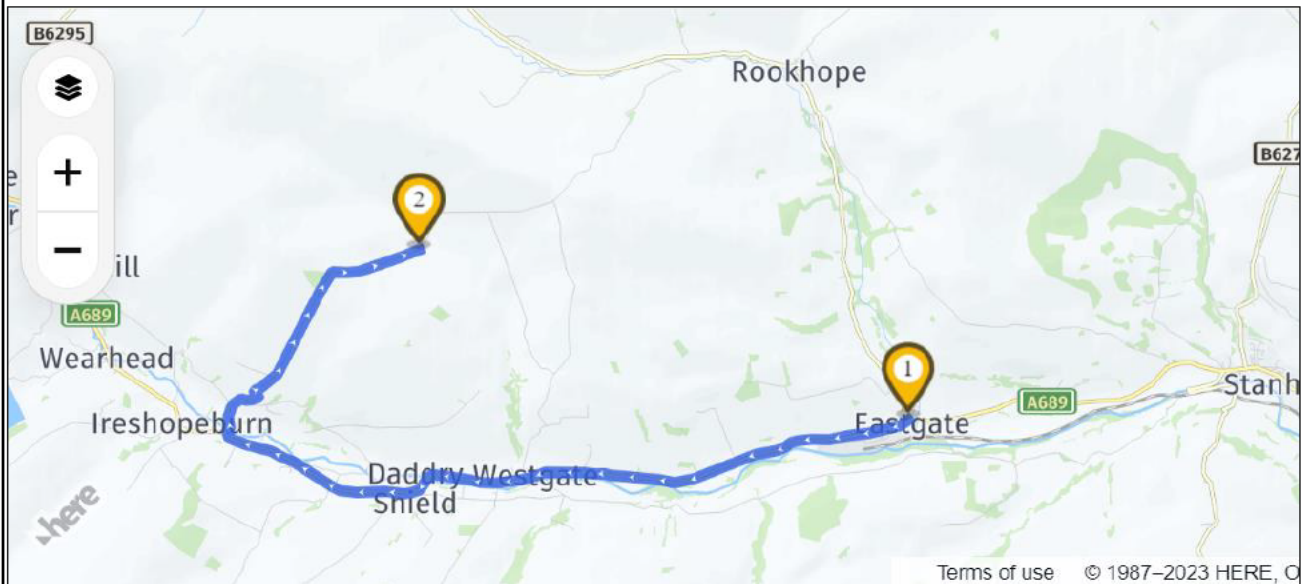
The terrain is rough, steep ground and presents walking hazards in the form of slips, trips and falls. Mobile phone signal is limited at this location and can only be guaranteed at the road junction between Windy Hill and

Waltens Allotment. There is no mobile phone reception at feature M6. Signal is available but limited at higher nearby locations.

### Access

The access route for Feature M6 is via un-named single lane road, heading north from of Ireshopeburn A689, via “Well Bank” (see figure 5). Sat Nav directions to Middlehope Lodge from Google Maps will direct you to within 100m of the gated field entrance.

M6 lies within the same field parcel as an existing “Demonstrator” NFM feature for the project. Several small water course crossings adjacent to Middlehope Burn are required to reach the working area. Ground is of grazed pasture, uneven underfoot with transient pockets of wet rush. Access for a 40t standard truck is recommended via Ireshopeburn from the direction of Eastgate. HGV “impargo” route planner used online at <https://apps.impargo.de/>



Access for a 40t standard truck to Middlehope Lodge



Site access to M6 via unnamed road. North of Middlehope Lodge

### Machinery Restrictions

Due to the nature of the varying ground conditions a risk assessment must be submitted for the maximum size of plant on site. When constructing a nearby feature a maximum of a 9 tonne excavator and a 3 tonne mini digger was used. HGV routes are restrictive via Westgate due to steep incline and tight bend at “Peat Hill”. HGV route planner recommended, via Ireshopeburn or Rookhope.

### Timescales



**Shooting:** Much of the local area is managed for Grouse moor and contractors should be mindful that shooting takes place between 12<sup>th</sup> August and 10<sup>th</sup> December on the Weardale Estates. However, M6 is grazed pasture and not part of the shooting estate.

**Ecology:** Ecological surveys have been conducted at these locations resulting in no findings of protected species in 2020 and 2021. Historic water voles have been recorded at locations upstream of M6, however a licenced water vole displacement found no signs of current activity.

However, due to the time elapsed between initial ecological surveys and proposed construction window, a site walkover by a suitably qualified ecologist is recommended prior to construction. In addition to the need for an ecological clerk of works prior to and during construction. A nesting bird check must be conducted by a suitably qualified ecologist should works commence during the bird breeding season (end of March-July in Weardale as a guide only).

**Weather:** High altitude, cold weather conditions for greater proportion of year. Susceptible to snowfall and inaccessible roads. Wet weather can halt works in winter months due to the nature of ground conditions.

#### **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**

**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 he submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:

- (a) 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

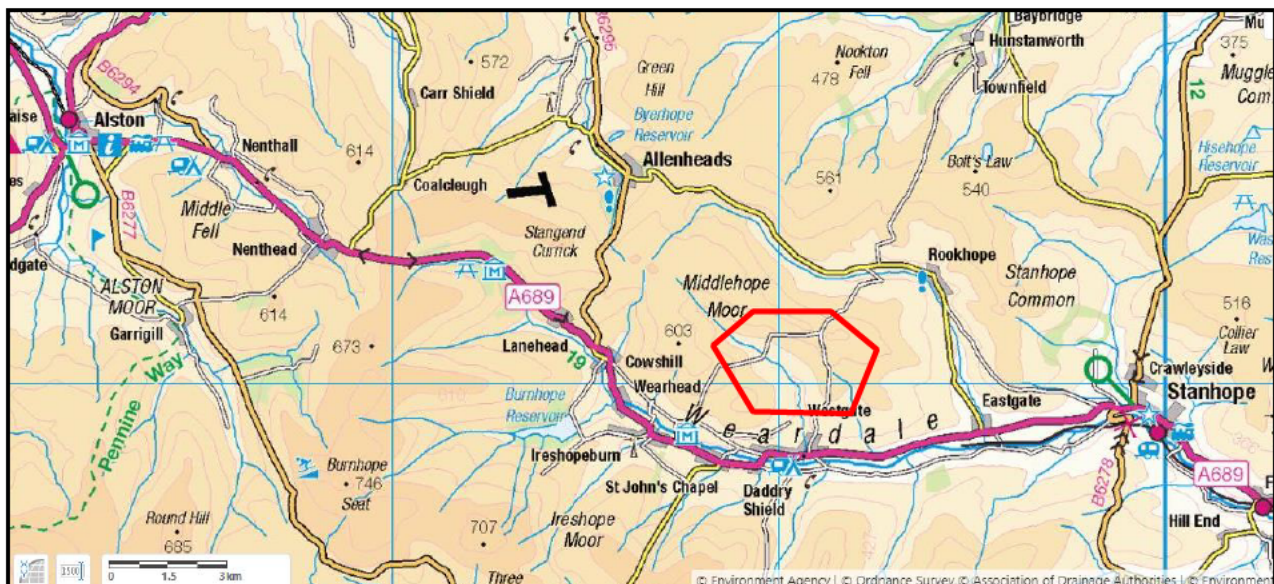
The site is located at Wolfcleugh Farm near Middlehope Head in the Weardale Catchment, County Durham (NGR: NY8953440877).

Initial site walkover with the landowner found that 'the steep bank to the south of the burn shows signs of slumping'.

PCI included in email. Updated mine locations provided using current understanding. It is the responsibility of the contractor to evaluate and use the mine locations where appropriate.

The working area is in a remote location of County Durham, within The North Pennines Area of Outstanding Natural Beauty (AONB). The land is an area of grazed pasture and in close proximity to an ordinary water course, the "Middlehope Burn". The site is in an exposed position often subject to harsh weather conditions with little to no mobile phone coverage (see constraints). There are no conservation designation areas within the working areas of M6.

### *Middlehope NFM area*



It is proposed to build a timber fence barrier in the Middlehope catchment. M6 is adjacent to the Middlehope Burn at Middlehope Bottom, bottom, near West Rigg Opencut (below).

### *Location Map for M6*



