



# 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)
V1.2	Minor amendment blank cell clarified

# NEC4 Engineering and Construction Short Contract

**Asset Operation, Maintenance and Response Framework**

**Lot 2 Mechanical Electrical Instrumentation Control and Automation (MEICA)**

<b>A contract between</b>	<b>The Environment Agency</b> <b>Horizon House</b> <b>Deanery Road</b> <b>Bristol</b> <b>BS1 5AH</b>
<b>And</b>	
<b>For</b>	<b>Midlands cableway deroping</b>
	<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	Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications	<div></div> <div></div>	
The <i>works</i> are	To derope all cableways within the Midlands hub area	
The <i>site</i> is	20 locations across the Midlands hub area, details provided in the Site Information.	
The <i>starting date</i> is	23/12/2024	
The <i>completion date</i> is	21/03/2025	
The <i>delay damages</i> are	<div></div>	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.
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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	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
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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		
<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 a valid 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	The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law.  The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.	
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.
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 Contract Date 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 Average Weekly Earnings index (Construction)(AWE) 1 – month rate]</p> <p>The Average Weekly Earnings index (Construction)(AWE) 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 [Client set] 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>
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# Contract Data

## The Contractor's Contract Data

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

## Contract Data

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

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

The offered total of the Prices is

[REDACTED]

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

[REDACTED]

Position

Contracts Manager

Signature

[REDACTED]

Date

16/12/2024

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


Signed on behalf of the *Client*

Name

[REDACTED]

Position

Senior Project Manager

Signature	
Date	16/12/2024



# Price List

Item Number	Description	Unit	Quantity	Rate	Price
<b>Standard cableway sites</b>					
01	Derope Eathorpe cableway site	1	Sum	-	62,722.54
02	Derope Great Bridgford cableway site	1	Sum	-	
03	Derope Kites Hardwicke cableway site	1	Sum	-	
04	Derope Lilbourne cableway site	1	Sum	-	
05	Derope Quixhill cableway site	1	Sum	-	
06	Derope Southam cableway site	1	Sum	-	
07	Derope Besford Bridge cableway site	1	Sum	-	
08	Derope Feckenham cableway site	1	Sum	-	
09	Derope Knightsford cableway site	1	Sum		
10	Derope Llanyblodwel cableway site	1	Sum	-	
11	Derope Lugwardine cableway site	1	Sum	-	
12	Derope Oak Cottage cableway site	1	Sum	-	
13	Derope Offenham cableway site	1	Sum	-	
14	Derope Tenbury cableway site	1	Sum		
15	Derope Wyre Piddle cableway site	1	Sum	-	
16	Derope Yarkhill cableway site	1	Sum	-	
<b>Complex cableway sites</b>					
17	North Muskham planning site visit	1	Sum	-	
18	North Muskham methodology and cost estimate	1	Sum	-	
19	Bewdley planning site visit	1	Sum	-	
20	Bewdley methodology and cost estimate	1	Sum	-	
21	Montford planning site visit	1	Sum	-	
22	Montford methodology and cost estimate	1	Sum	-	
23	Saxons Lode planning site visit	1	Sum	-	
24	Saxons Lode methodology and cost estimate	1	Sum	-	
<b>The total of the Prices</b>					



The method and rules used to compile the Price List are

Civil Engineering Standard Method of Measurement 4<sup>th</sup> edition (CESMM4) as per the Framework Price Workbook.

# Scope

## 1. Description of the *works*

### Project background

The Environment Agency has 158 cableways nationally. A cableway is a wire rope system, normally mounted between two stanchions, used for deploying gauging equipment across the watercourse to measure the flow. These assets have been red carded and taken out of use due to health and safety concerns relating to their management, inspection and maintenance.

Over recent years, work was undertaken to try and resolve these concerns by undertaking inspection and maintenance activities at these cableway sites and completing structural assessments. This has demonstrated that many of the cableway sites are in poor condition and require significant work before they can be brought back into service.

The objective of this project is to remove the health and safety risks to operators of cableway installations and ensure compliance with the Health and Safety at Work Act 1974. This project will progress a programme of cableway deroping at all *sites* within the Midlands hub.

This contract requires all wire ropes to be removed from cableway structures across the Midlands hub area to mitigate the health and safety risks to operators of these cableway sites. There are 20 cableway assets in this area in Scope of the project. For a small number of sites, the stanchions are not self-supporting and are held in place by the wire ropes. In these cases, the stanchions will need to be removed.

The characteristics of the cableway structures across the Midlands hub area are variable in terms of their spans and elevation above surrounding ground. The *sites* have been categorised as standard or complex by the *Client* and this categorisation impacts the requirements and approach. In preparation of their quote, the *Contractor* should review these classifications based on the available site information and determine whether they agree with the suggested categorisation of the *sites*.

*Sites* should be considered as standard cableway sites with the exception of the following:

- North Muskham, Bewdley, Montford and Saxons Lode are complex cableway sites.

The description of the *works* provided below gives the requirements for the standard cableway sites. The following sections then provide amendments to the requirements for the complex cableway *sites*.

### Description of the *works*

The *works* are to undertake removal of wire ropes from all *sites* in the Midlands hub area to include the suspension, traveller, main and stay cables with further detail provided on an indicative cableway schematic provided in the Site Information.

The *works* are to:

- Isolate mechanical and electrical winches, if required, to derope the cableway,
- Assess whether the stanchions are self-supporting or whether they are held in place by the wire ropes,



- Remove and dispose of all wire ropes from the cableway sites in a safe and appropriate manner. Waste should be minimised and the wire ropes should be recycled where possible,
- Complete a cableway site proforma to detail work undertaken at each cableway site.

Only wire ropes are to be removed from the cableway site. If any gauging equipment such as current meter connections / ADCP / sensors are attached to the traveller or suspension cables, these devices should be removed and left within the gauge building. Examples of this equipment is provided in a document titled 'Connections and Sensors.pdf' dated 30/08/2024.

If the *Contractor* determines that the stanchions are not self-supporting they will develop a plan to remove the stanchions and supporting wire ropes, but not the foundations. Where stanchions need to be removed and any breaking of ground is required, the *Contractor* must obtain up to date services data in line with the requirements of Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP). If stanchions need to be removed this will be a compensation event and that these works will be undertaken on a following visit to the *site*.

Prior to removing the stay cables, the *Contractor* determines whether their removal increases the risk associated with a trip hazard. The stay cables can remain in-situ in this situation and a justification provided in the cableway site proforma.

A cableway site proforma will be completed and submitted to the *Client* for each *site*. It will include:

- Photos of the *site* and stanchions to document the condition prior to removal of the cables,
- Photos of the *site* and stanchions to document the condition following removal of the cables,
- Summary of the work completed at the *site*,
- Details of any additional hazards or risks identified whilst undertaking the work.

### Complex cableway sites

For complex cableway sites, additional planning is required to confirm the approach the *Contractor* would take to deroping the cableway sites. The requirements for complex cableway sites are:

- To arrange and attend a planning site visit to each complex cableway site to review the local site setting & characteristics and the suitability & requirements for site access to derope the cableway sites,
- Prepare and submit to the *Client* a draft high-level methodology for undertaking deroping of each complex cableway site, including details of:
  - An indication of the order and sequence of tasks on site between mobilisation and completion of the deroping activity and a high-level programme showing an estimate of timescales for the work,
  - A plan showing the proposed access routes to the site for all plant, equipment & materials and indicative areas for a site compound, if required, and storage of plant, equipment & materials,
  - Identify the need for any consents, permits or licenses that would be required to undertake the works,
  - Identify the need for any temporary works design and any investigations and surveys needed prior to undertaking the works.
- Prepare and submit to the *Client* a draft cost estimate for undertaking the site works to derope each complex cableway,
- The *Contractor* shall consider alternative approaches for taking complex cableway sites out of operation, other than by deroping the *sites*, and document these approaches and provide a cost estimate for their recommended approach at each complex cableway site,
- Attend a meeting with the *Client* to present and discuss the proposed methodology and potential alternative approaches alongside the cost estimates. Update the methodology and cost estimates following the meeting, and submit final versions to the *Client* for acceptance,
- For complex cableway sites that are located on navigable watercourses, attend a meeting that will be arranged by the *Client* with the relevant navigation authorities.



The construction works to deliver the deroping of the complex cableway sites is not included in the scope of work but may be added at a later stage through a compensation event. The *Contractor* does not need to apply for any consents, permits or licenses at this stage for the complex cableway sites.

The *Client* will agree access with the landowner for the planning site visit and the *Contractor* will provide the required notice in advance of each occasion when they plan to access each of the *sites*.

#### **Accommodation**

The *Contractor* shall provide accommodation, services and facilities as is necessary to complete the works, as quantified and priced in the Framework Pricing Workbook.

#### **Access to the Site**

Prior to first entry to the *site* to undertake physical works, the *Contractor* shall record the condition of the *site* and accesses to the *site* through photographs and videos. These are submitted to the *Client* for record keeping. The *Contractor* shall leave the *site* and accesses to the *site* in as good a condition as prior to first entry.

#### **Sharing the Site with the Client and Others**

In the context of this contract, Others is defined as all stakeholders relevant to the Scope of the contract. No concurrent works are planned at the *sites*.

#### **Management of the Works**

The *Client* and *Contractor* administer the contract using the *Client's* contract management tools. This is currently FastDraft but may be transferred to similar systems from time to time.

The *Client* and *Contractor* attend the following meetings:

- Project start meeting,
- Monthly progress meetings from the starting date to completion date will be held online using Microsoft Teams. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings,
- Monthly commercial meetings from the *starting date* to the *completion date* will be held online using Microsoft Teams. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings as required,
- Site walkovers as requested by the *Client*,
- Early Warning meetings as instructed by either Party.

The *Contractor* shall produce a progress report and submit this with their updated programme a minimum of 2 working days ahead of the monthly progress meeting. This report:

- Highlights the progress achieved since the last programme submission,
- Explains any deviation from the previous programme 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 *Contractor* 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.

The cableway site proformas shall be submitted in accordance with the Exchange Information Requirements (EIR) following the completion of cableway deroping at each *site*.



### **Weather Measurements**

The place where weather is to be recorded is: the *sites*.

The weather measurements are to be supplied by: the *Contractor* through photos of *site* condition and monitoring of river levels.

### **Quality management**

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

- Submission of a cableway site proforma for each *site* as detailed in the description of the *works*.

The *Client* shall carry out the following tests and inspections:

- None.

### **Consents, Permits and Licenses**

There are no consents, permits, licenses and/or agreements required for the permanent works associated with the cableway deroping works.

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

- The removal of wire ropes from a cableway does not meet the definition of a flood risk activity as set out in The Environmental Permitting (England and Wales) Regulations 2016. However, any temporary structures may need to be permitted in order to accomplish the works. There is an exclusion for the use of scaffold towers and ladders which mean that a permit is not required subject to:
  - The suitability of river conditions is reviewed by the operator each working day,
  - The equipment is erected on each working day on which it is required,
  - The equipment is removed at the end of each working day and is stored outside the river and its banks.
- A number of the *sites* are located on or adjacent to Public Rights of Way and navigable watercourses. The *Contractor* shall plan the activities and obtain the necessary closures, as required, to undertake the *works*.
- *Sites* at Knightsford, Lugwardine, Montford, Oak Cottage and Tenbury are located within European Protected Sites including Special Areas of Conservation or Sites of Special Scientific Interest. The Fisheries Biodiversity and Geomorphology (FBG) team has been consulted and they advised that there will be no likely significant effect on protected sites. Further consents and licenses related to these European Protected Sites.
- *Sites* at North Muskham and Saxons Lode are on navigations managed by the Canal and Rivers Trust. Bewdley is just above the extent of the navigation on the River Severn managed by the Canal and Rivers Trust. The *Contractor* shall apply and gain the required consent from the Canal and Rivers Trust for the require closure or restriction to the navigation as required based on the *Contractors* method of work. The *Contractor* shall manage the closures or restrictions on the navigations to manage the risk to users of the navigation, including but not limited to, the use of banksmen upstream and downstream of the closure as required.

The removal of a stanchion does not meet the definition of a flood risk activity as set out in The Environmental Permitting (England and Wales) Regulations 2016 if this can be achieved by unbolting or cutting at the base. If the planned method of works or any excavation has the potential to destabilise the bank then the *Contractor* would need to apply for a permit.

The *Contractor* shall ensure consents, permits and licences are received a minimum of two (2) weeks prior to commencement of works at each *site*. The *Contractor* shall be responsible for all costs associated with permit applications.

### **Health, Safety & Environment**

The Construction, Design & Management (CDM) Regulations are applicable to the *works*. The *Contractor* acts as Principal Contractor / Contractor under the Regulations.

The *Contractor* shall produce project 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 for reply* to respond to the RAMS.

The *Contractor* undertakes the actions within the Midlands Cableways Environmental Action Plan.

### Completion

Prior to Completion the *Contractor* shall arrange a meeting with the *Client*. The meeting shall take place a minimum of one week in advance of the Completion. Completion is achieved and certified only when the *works* have reached a stage of completion where all *sites* are judged to be acceptable for handover and suitable and safe for their intended use. The *Client* is responsible for making their initial judgement following the meeting.

The following criteria must be met for the *works* to be certified as Complete:

- All wire ropes must be removed from the standard cableway *sites* with the exception of the stay cables if their removal increases the risk associated with a trip hazard,
- Stanchions are removed from the standard cableway *sites* if they are not self-supporting,
- Construction equipment, machinery and tools have been removed from standard cableway *site* such that there are no remaining hazards associated with construction operations,
- A completed cableway site proforma has been submitted to the *Client* for each standard cableway *site*,
- At complex cableway sites, final versions of the high-level methodology and cost estimates has been submitted to the *Client* for each complex cableway *site*.

The following are absolute requirements for Completion to be certified, without these items the *Client* is unable to use the *works*:

- Provision of all information required by the Principal Designer for the Health & Safety File including but not limited to:
  - Cableway site proforma which details works completed and any additional hazards or risks identified whilst undertaking the work.

## 2. Drawings

Drawing Number	Revision	Title
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-



-	-	-
-	-	-
-	-	-

### 3. Specifications

Title	Date or Revision	Tick if publicly available
Safety, Health, Environment and Wellbeing (SHEW) Code of Practise (CoP)	V 6	
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	
Exchange Information Requirements (LIT 17641)	V 3	
Deed of Agreement concerning the 2024 Asset Operation, Maintenance and Response Framework	04/03/2024	
Framework Schedules concerning the Environment Agency Asset Operation, Maintenance and Response Framework	04/03/2024	
LIT 13133: Code of practice for electrical safety (CoPES): Part 2	V 5	

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

The *Contractor* shall ensure that flood embankments, access tracks, fences, hedges, structures etc. found on *sites* 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. Waterlogged ground is likely to be encountered at the *sites* and on access routes and this should be considered in the method of work and site access.

The *Contractor* shall not commence any work on the *sites* until the *Client*, or their representative, has accepted the Construction Phase Plan, including method statements, risk assessments and details of welfare arrangements ahead of works in this contract. Acceptance will be by way of a written communication from the *Client*.

The *Contractor* must allow a minimum of 2 weeks to allow the Principal Designer to review construction phase plans, risk assessments and method statements.

Access to each of the *sites* are to be confirmed on an ongoing basis, with the *Contractor* providing three weeks notice to the *Client* so the *Client* can notify the landowners to confirm access to each cableway.

The *Contractor* shall assess the Scope based on the information supplied. Due to the number of *sites* and geographical spread, the *Contractor* does not need to visit each *site* when pricing the work to assess the extent of work. Visits to a sample or all *sites* can be arranged while the *Contractor* is pricing the works. The *Contractor* shall arrange with the *Client* the time and date of each cableway *site* visit prior to their visit.

The *Contractor* shall be required to determine the suitability of the access and agree any alternative routes with the *Client* should the identified routes be unsuitable.

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*.

The *Contractor* will be permitted to work between 8.00am 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 between 8.00am and 1:00pm, and subject to advanced agreement with the *Client*.

Keys are required to access all gauge buildings and some gauging station compounds and access tracks. A list of the required keys for each *site* will be provided to the *Contractor*. The *Contractor* will make arrangements to collect the keys and obtain them from the relevant *Client* office as follows:

- In the east of West Midlands from Sentinel House in Fradley,
- In the west of the West Midlands from Riversmeet House in Tewkesbury,
- In the East Midlands from Trentside in Nottingham.



## 5. Requirements for the programme

The *Contractor* shall submit a programme with the *Contractor's* Offer for acceptance.

The *Contractor* shall submit the programme in Adobe PDF and Microsoft Project formats.

The *Contractor* shows on each programme submitted 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:

- the *starting date* and Completion Date,
- the critical path,
- the dates when the *Contractor* forecasts to need first access to each cableway 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.

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.

The *Contractor* shall submit a revised programme to the *Client* for acceptance from the *starting date* until Completion of the whole of the *works* at no longer interval than one month.

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

Item	Date by which it will be provided
Site Information	During the tender period
Fastdraft Access	Within two weeks of the <i>starting date</i> .
Cableways sharepoint site for external stakeholders	<i>Starting date</i>

# Site Information

## The site

Description: There are 20 sites in the Midlands hub area. The site details are included in the following table.

A pack of supporting information is available for each site that is provided electronically with the contract documents to assist the Contractor with providing the works. This typically includes previous cableway inspections reports, cableway site location plans, topographic surveys including cableway site layout information, Operation and Maintenance manuals, cableway site photos and structural assessments where the Client holds this information. The information is not available for all sites.

Area	AIMS ID	Site name	National Grid Reference – Near bank stanchion	Postcode	Winch type
EMD	579616	North Muskham	SK8043260560	NG23 6JE	TBC
WMD (East)	557689	Eathorpe	SP3886268839	CV33 9ED	Diptone Clyde manual
	557339	Great Bridgford	SJ8833326978	ST18 9SH	Diptone Clyde manual
	557525	Kites Hardwicke	SP4675068593	CV23 8AA	Diptone Clyde manual
	557636	Lilbourne	SP5635577779	CV23 0SX	Diptone Clyde manual
	557628	Quixhill	SK0946242138	ST14 5DG	Diptone Clyde manual
	557284	Southam	SP4051362692	CV47 2DU	Diptone Clyde manual
WMD (West)	557949	Besford Bridge	SO9271146243	WR10 2AD	Diptone Clyde manual
	746344	Bewdley	SO7823376164	DY12 1AW	Seba Electric
	557658	Feckenham	SP0047561175	B96 6HX	Diptone Clyde manual
	560464	Knightsford	SO7350655737	WR6 5PJ	Severn Trent manufactured - Manual
	557551	Llanyblodwel	SJ2521222474	SY10 8NA	OTT 240V electric
	560747	Lugwardine	SO5488140575	HR1 4AR	Valeport 240V Electric
	560271	Montford	SJ4119114444	SY5 9LZ	OTT 240V electric
	557734	Oak Cottage	SO7710076412	DY12 2LT	OTT Manual
	558048	Offenham	SP0628644925	WR11 8LW	Diptone Clyde manual
	557672	Saxons Lode	SO8634939041	GL20 6ET	OTT 240V electric



	564556	Tenbury	SO5977668511	WR15 8AA	OTT Manual
	558105	Wyre Piddle	SO9625947611	WR10 2RL	Diptone Clyde manual
	560721	Yarkhill	SO6148242700	HR1 4JB	Seba Electric

### Existing utilities and services

The supporting information (provided electronically) contains details of existing utilities and services at the *sites*. This information is not up to date and is provided as initial background information. The *Contractor* should obtain utilities and services information as required to undertake the *works*.

The *Contractor* should undertake a Point of Work risk assessment to verify the available utilities information and identify other services. If the Point of Work risk assessment identifies unknown utilities, then these should be discussed with the *Client* and Principal Designer / CDM Advisor prior to undertaking the *works*.

If stanchions need to be removed and this could result in ground disturbance or require intrusive *works* then the *Contractor* should obtain relevant service searches.

Where stanchions need to be removed and any breaking of ground is required, the *Contractor* must obtain up to date services data in line with the requirements of Safety, Health, Environment and Wellbeing (SHEW) Code of Practise (CoP).

### Site investigation

Inspection reports for the cableway equipment are provided in the supporting information (provided electronically) where available.

As the equipment is red carded, inspections in accordance with the Lifting Operations and Lifting Equipment Regulations 1998 and Provision and Use of Work Equipment Regulations 1998 are not up to date and have not been undertaken whilst the equipment is out of use. The latest inspection reports are provided in the supporting information, provided electronically, where available.

### Site location plans

A map showing the location of *sites* is included in the supporting information, provided electronically.

### Health and safety file

Health and Safety files are not available for the majority of the cableway *sites*. Where available they are provided in the supporting information, provided electronically.

### Access to site

Details of access to the *sites* are provided in the Pre-Construction Information for each cableway *site*. Access details are provided for the near bank (gauge hut side) and the far bank to enable deroping of the cableway assets.

### Surrounding land / building uses

Details of the surrounding land / building uses are provided in the Pre-Construction Information for each *site*.

### Environmental Action Plan

An environmental screening assessment has been undertaken and an Environmental Action Plan prepared for the *works*. This is included in the Midlands Cableways Environmental Action Plan (EAP).

### Health and safety hazards

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

- Compliance of equipment – The cableway equipment (ropes, stanchions and winches) has been red carded and inspections have shown the sites do not comply with the Lifting Operations and Lifting Equipment Regulations 1998 and Provision and Use of Work Equipment Regulations 1998,
- Working near water – The sites are adjacent to watercourses with uneven river banks,
- Electricity – There is electricity supply to most gauge buildings. A number of sites have electrical winches,
- Public – Access to the sites is along highways, farm tracks and public footpaths. There is the potential for the public and landowners on the access and within the vicinity of the sites,
- Highways and vehicles – Parking for some sites is on or adjacent to the public highway.

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*.

#### Indicative Cableway Schematic

An indicative cableway schematic is provided in a documented titled 'Indicative Cableway Schematic.pdf' dated 12/07/2024.

## 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:	

