

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				
A contract between	The Environment Agency			
	Horizon House			
	Deanery Road			
	Bristol			
	BS1 5AH			
And				
For	Cumbria cableway deroping			
	Contract Forms - Contract Data - The Contractor's Offer and Client's Acceptance - Price List - Scope - Site Information			

Contract Data

The <i>Client's</i> Contract Data					
	The Client is				
Name	Environment Agency				
Address for communications	Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH				
Address for electronic communications					
The works are	To derope all cableways within the	he Cumbria area			
The site is	25 locations across the Cumbria area, details provided in the Site Information.				
The starting date is	03/02/2025				
The completion date is	23/05/2025				
The delay damages are		Per day			
The period for reply is	2	weeks			
The defects date is	52	weeks after Completion			
The defects correction period is	4	weeks			
The assessment day is	the last working day	of each month			
The retention is	nil	%			

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply

The Adjudicator 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 *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.

Contract Data

The <i>Client's</i> Cont	ract [Data				
The interest rate on late payment is		% per complete week	of delay			
The interest rate of rate payment is		70 per complete week	or usiay.			
Insert a rate only if a rate less than 0.5% po	er week of de	lay has been agreed.				
For any one event, the liability of the Contractor to the Client for loss of or damage to the Client's property is limited to						
The <i>Client</i> provides this insurance	The Client provides this insurance None					
	Insurance	Гable				
Event		Cover	Cover provided until			
Loss of or damage to the works		Replacement Cost	The Client's certificate of Completion has been issued			
Loss of or damage to Equipment, Plant and M	/laterials	Replacement Cost	The defects Certificate			
The Contractor's liability for loss of or damage (except the works, Plant and Materials and and for bodily injury to or death of a persemployee of the Contractor) arising from or in with the Contractor's Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	has been issued				
Liability for death of or bodily injury to employees of the Contractor 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 cused by professionals providing works similar	•	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 Adjudicator nominating body is The Institution of Civil Engineers						

The tri	bunal is litigation in the courts				
	<u> </u>				
	onditions of contract are the NEC4 Engineering and Construction Short Contract June 2017 (including amendments) and the following additional conditions				
Only 6	enter details here if additional conditions are required.				
Z1.0	Sub-contracting				
Z1.1	The Contractor submits the name of each proposed subcontractor to the Client for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the Contractor to Provide the Works. The Contractor does not appoint a proposed subcontractor until the Client 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 Contractor may publicise the works only with the Client's 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 Contractor designs the parts of the works which the Scope states they are to design.				
Z6.3	The Contractor submits the particulars of their design as the Scope requires to the Client for acceptance. A reason for not accepting the Contractor's design is that it does not comply with either the Scope or the applicable law.				
	The Contractor does not proceed with the relevant work until the Client has accepted this design.				
Z6.4	The Contractor may submit their design for acceptance in parts if the design of each part can be assessed fully.				
Z7.0	Change to Compensation Events				
Z7.1	Delete the text of Clause 60.1(11) and replace by:				
	The works are affected by any one of the following events				
	War, civil war, rebellion revolution, insurrection, military or usurped power				

· Strikes, riots and civil commotion not confined to the employees of the Contractor 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 *7*8.0 Framework Agreement Z8.1 The Contractor shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the Client. Z9.0 Termination Z9.1 Delete the text of Clause 92.3 and replace with: If the Contractor terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments. 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 Inflation At the Contract Date the total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments. The number of Price Adjustments shall be equal to: The number of months between the Completion Date included at the starting date and the Contract Date. The proportion of Price Adjustment shall be equal to: The total of the Prices at the Contract Date / The number of Price Adjustments Each time the amount due is assessed, the Price Adjustment shall be: The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 - month rate] The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment Provided always that the fixed number of Price Adjustments has NOT been exceeded. The Price Adjustment adjusts the total of the Prices. If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.

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

Contract Data

The Contractor's Offer and Client's Acceptance

The Contractor offers to Provide the Works in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract. The offered total of the Prices is Enter the total of the Prices from the Price List. Signed on behalf of the Contractor Name Position Contracts Manager Signature Date The Client accepts the Contractor's Offer to Provide the Works Signed on behalf of the Client Name Senior Project Manager Position

Signature	
Date	

Price List

Item Number	Description	Unit	Quantity	Rate	Price
01	Derope Bleach Green cableway site	1	Shift	-	
02	Derope Bowston cableway site	1	Shift	-	
				ı	
				I	
				ı	
				I	

and rules used to compile the Price List are

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

Scope

1. Description of the works

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 Cumbria area.

This contract requires all wire ropes to be removed from cableway structures across the Cumbria area to mitigate the health and safety risks to operators of these cableway sites. There are 25 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.

Description of the works

The works are to undertake removal of wire ropes from all sites in the Cumbria 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.

On arrival at site and prior to starting the works on each site, the Contractor will undertake a check for the presence of Redds or evidence of fish spawning on the bed of the channel under the cross channel cables and

 surrounding area that could be impacted by the works. If the *Contractor* identifies Redds during their initial site assessment on the date of works, they will stop work and seek advice from the *Client*.

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 documented 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 Practise (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.

Proteced species and invasice non-native species are known to be present at some of the *sites* with further details provided in the Cumbria cableways Environmental Action Plan. The presence of protected native white clawed crayfish and invasive non-native crayfish is of particular relevane. The *Contractor* will apply suitable methods and sequencing of working and biosecurity measures to prevent the movement of non-native crayfish and spread of crayfish plague. The *Contractor* shall not commence any work on the *sites* until the *Client*, or their representative, has accepted the proposed methods and sequence of works and the biosecurity measures that will be followed by the *Contractor*. Acceptance will be by way of a written communication from the *Client*.

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,

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- 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, and rights of way, 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. The Contractor shall plan the
 activities and obtain the necessary closures, as required, to undertake the works.
- Many of the Sites in the Cumbria area are located within European Protected Sites including Special Areas of Conservation and Sites of Special Scientific Interest. A total of 19 out of the 25 sites are within a designated site. The Fisheries Biodiversity and Geomorphology (FBG) team has been consulted and they advised that there will be no likely significant effect on protected sites from the deroping works. Further consents and licences related to these European Protected Sites might be required if the Contractor identifies that the stanchions might need to be removed if they are not self-supporting The

Contractor undertakes the actions in the Cumbria cableways Environmental Action Plan to mitigate any potential impacts.

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 Cumbria 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 sites with the exception of the stay cables if their removal increases the risk associated with a trip hazard,
- Stanchions are removed from the sites if they are not self-supporting,
- Construction equipment, machinery and tools have been removed from 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 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	

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 sites within the project are designated Special Areas of Conservation and Sites of Special Scientific Interest and are based on the potential to support fish and their spawing sites, freshwater pearl mussels and native white clawed crayfish. To protect these sites, the *Contractor* will plan and undertake the works without machinery or plant being positioned in the watercourse and refuelling activities should not be undertaken on the sites. If the *Contractor* is not able to deliver the works based on this constraint, they should submit to the client an alternative method statement for the works to the *Client* for approval prior to starting the works. The method statement will detail measures to mitigate the risks to protected species.

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:

- For sites in Cumbria (CLA) from Lutra House in Preston

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.

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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 that 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 starting date.
Cableways sharepoint site for external stakeholders	Starting date

Site Information

The site

Description: There are 25 sites in the Cumbria 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
CLA	716642	Bleach Green	NY0838815394	CA23 3AS	Valeport manual
	719045	Bowston	SD4992296529	LA8 9HD	Valeport 240V Electric
	717314	Braystones	NY0091206049	CA21 2YL	Valeport manual
	717836	Bull Gill	NY0959938398	CA15 6TW	OTT Manual
	718027	Calder Hall	NY0350304492	CA20 1DW	SEBA 24V electric
	718461	Cummersdale	NY3949352735	CA2 6BN	Peacock manual
	718180	Dacre Beck	NY4601526291	CA11 0HL	SEBA 24V electric

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	718040	Eamont Bridge	NY5251028561	CA10 2BP	OTT Manual
	718268	Great Corby	NY4682455340	CA4 8JL	SEBA 240V electric
	718545	Great Musgrave	NY7648413143	CA17 4DW	SEBA SDW 240V electric
	718061	Greenholme	NY4861658067	CA4 8QB	Valeport 240V Electric
	717031	Killington	SD6217090651	LA10 5ES	SEBA SDW 240V electric
	717759	Kirkby Stephen	NY7729909694	CA17 4AP	SEBA 24V electric
	716686	Lunes Bridge	NY6122102900	CA10 3XS	OTT 240V electric
	719095	Ouse Bridge	NY1984332148	CA12 4RD	Valeport 240V Electric
	718098	Portinscale	NY2518923891	CA12 5RW	OTT manual
	717927	Seaton Mill	NY0189029448	CA14 1JW	SEBA SDW 240V electric
	718512	Sedgwick	SD5088387440	LA8 0JZ	SEBA 240V electric
	718020	Sheepmount	NY3906357120	CA3 9DA	SEBA 240V electric
	718322	Southwaite Bridge	NY1308228089	CA13 0RF	OTT Manual
	718141	Sprint Mill	SD5147796104	LA8 9AQ	Valeport manual
	716874	Stockdalewath	NY3875245016	CA5 7DN	Peacock manual
	717179	Temple Sowerby	NY6045228312	CA10 1QD	Valeport 240V Electric
	716663	Threlkeld	NY3226024796	CA12 4TT	SEBA 24V electric
	717873	Udford	NY5743930397	CA11 8SS	Diptone manual

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 Cumbria 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:			