



# Engineering and Construction Short Contract

## Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

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

# NEC4 Engineering and Construction Short Contract

**Asset Operation, Maintenance and Response Framework**

**Lot 1 Civil Engineering (Maintain and Construct)**

**A contract between**

**The Environment Agency  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH**

**And**

**Cheetham Hill Construction Limited  
Woodhill Rd, Bury, Lancashire, BL8 1AR**

**For**

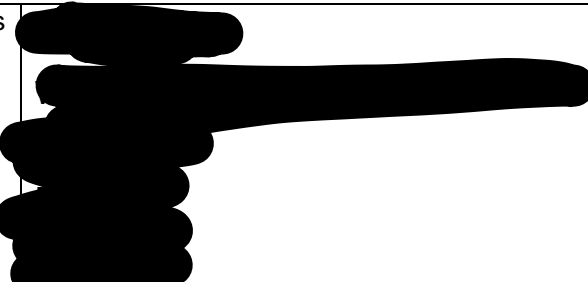

**CLA Gauging Assets Demolition Programme 25 to 28**



**Contract Forms**

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

# Contract Data


## The *Client's* Contract Data

	The <i>Client</i> is
Name	Environment Agency
Address for communications	
Address for electronic communications	
The <i>works</i> are	To CLA Gauging Station Decommissioning Programme 2024/25 – 2027/28
The <i>sites</i> are	Low Briery Gauging Station (Grid Ref NY2855824216) Galesyke Gauging Station (Grid Ref NY 13537 03818)  Additional sites with structures to decommission may be added subject to Contractor Performance, Budget Availability and landowner negotiations. These sites will be added as Compensation Events. These additional sites are listed in the Scope section of this contract. The programme of work is expected to roll until March 2028.
The <i>starting date</i> is	03/02/2025
The <i>completion date</i> is	31/03/2025

The <i>delay damages</i> are		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		%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) <b>does</b> apply		
The <i>Adjudicator</i> is : TBC by The Institution of Civil Engineers		
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	The Contract Price	

damage to the <i>Client's</i> property is limited to		
The <i>Client</i> provides this insurance		
<b>Insurance Table</b>		
<b>Event</b>	<b>Cover</b>	<b>Cover provided until</b>
Loss of or damage to the <i>works</i>	Replacement Cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	Replacement Cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum Contract Price in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works	Minimum Contract Price in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> is	litigation in the courts	
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions		
<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 correct invoice.	
Z2.0	Environment Agency as a regulatory authority	
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.	
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent.	

Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.
Z4.0	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5.0	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.
Z6.3	<p>The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <ul style="list-style-type: none"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>
Z7.2	<p>Amend the text of Clause 60.1 with the addition of 60.1.13 below:</p> <p>"The <i>Contractor</i> is prevented from carrying out all work on the site as a consequence of flooding [and the flooding was not caused by the <i>Contractor</i>] for periods of time, each at least one full working day, which are in total more than one seventh of the total number of days between the starting date and the Completion Date. In assessing this event, only the working days which exceed this limit and on which work is prevented by no other cause are taken into account"</p>
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination

Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.</p>
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
Z110	<p>Inflation</p> <p>At the Contract Date the total of the Prices does not include a sum to cover inflation.</p> <p>The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.</p> <p>The number of Price Adjustments shall be equal to:</p> <p>The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date.</p> <p>The proportion of Price Adjustment shall be equal to:</p> <p>The total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p> <p>The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]</p> <p>The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the total of the Prices.</p> <p>If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.</p>

# Contract Data

## The Contractor's Contract Data

The Contractor is		
Name	Cheetham Hill Construction Limited	
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		As per Agreed Framework, otherwise CECA Schedule of Dayworks





# 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]

Signed on behalf of the *Contractor*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date 23/01/2025

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


Signed on behalf of the *Client*

Name

[REDACTED]

Position

[REDACTED]

Signature	
Date	29 January 2025

# Price List

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

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

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

## Site 1 – Low Briery Gauging Station (removal of building and stilling well decommission)

Item Number	Description	Unit	Quantity	Rate	Price
1	Preliminary site visit. Assessment made on whether structural survey required of building and stilling well.	Sum	1		
2	If required, structural survey of building and stilling well.	Sum	1		
3	Review PCI and produce design document(s) and drawing(s), to be issued to <i>Client</i> .	HRS	1		
4	Produce CPP, RAMS and method statement setting out how the structures will be safely decommissioned including site layout plan following discussions with landowner. Assessment made on GPR required.	HRS	1		
5	Project Management activities (Attend progress meetings, Project Management Plan contribution, liaise with Principal Designer) 2024/25 only	Wks			
6	Prepare and submit any ecological surveys and environmental permits required, including but not limited to Flood Risk Activity and waste permit if required.	Sum			
8	Lead paint testing.	Test			
The total of the Prices					

Site 2 – Galesyke Gauging Station (removal of building and stilling well decommission)					
Item Number	Description	Unit	Quantity	Rate	Price
1	Preliminary site visit.	Sum	1		
2	Produce design options document(s) and drawing(s) to be issued to <i>Client</i> , including post works bank stability. Assessment made on whether GPR required.	Sum	1		
3	Produce CPP, RAMS and method statement setting out how the structures will be safely decommissioned including site layout plan following discussions with landowner. Assessment made on GPR required.	Sum	1		
4	Project Management activities (Attend progress meetings, Project Management Plan contribution, liaise with Principal Designer) for 2024/25 only	Wks	1.2		
5	Prepare and submit any H&S surveys, ecological surveys (including bat survey) and environmental permits required, including but not limited to lead paint survey, Flood Risk Activity and waste permit if required.	Sum	1		
7	Lead paint testing.	Test	1		
The total of the Prices					
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*

The Environment Agency (EA) team for Water Land and Biodiversity Assets are seeking to appoint Contractors through the Lot 1 AOMR Framework to decommission flow and level gauging assets in Cumbria and Lancashire.

There are two gauging sites that are funded for design work in 2024/25 for removing buildings at these sites (Low Briery and Galesyke) with funding expected for removal at the sites in 2025/26, but not yet confirmed. The Price List above is only for the works on these 2 sites currently with funding (2024/25 only)

There are 22 additional sites to be decommissioned subject to contractor performance, available budget and negotiation with landowners. These sites vary in scale and complexity to decommission. They range from removing gauge boards and logger tubes to decommissioning buildings, in river concrete structures and a cableway. Thus the low complexity work is set out below as a proposed package of removals.

There are 11 of these sites listed below.

Site Name	Task	National Grid Reference
Thirlmere ST Johns Instrumentation	Remove tube logger	NY3132319499
Greta Bridge	Remove gauge board	NY2629623758
Abson Cut	Remove timbers, metal v notch plate and tube logger	NY6979677512
Lighthouse Brook	Remove gauge board and metal logger box	SD3026105551
Royles Brook Heys Street	Remove gauge board and logger box and seal off metal gate	SD3392443359
Mearley Brook	Remove logger tube and box	SD7424141432
King Street	Remove logger and gauge board	NY2575048509
Low Mill	Remove logger tube and gauge board	NY2627048200
Stanhope Road	Remove logger tube	NY3920755526
St Bees	Remove logger and small bed control	NY9691811887
Levens Bridge	Remove all fencing, small metal steps and gauge boards	SD4968085211

The remaining 11 sites are larger asset removal jobs. The sites are listed below:-

Site Name	Task	National Grid Reference
Peg Lane	Remove gauge boards, loggers and concrete steps and reinstate bank where steps removed.	SD3755329066
Laythes Bridge	Remove gantry and large logger tube	NY2425755679
Metal Bridge	Remove gantry and large logger tube (situated on river underneath motorway bridge)	NY3555264893
Lyne Foot	Remove partially sunk metal fencing and concrete steps.	NY36476526
Gisburn	Remove kiosk and concrete surround, steps, pressure sensor ducting, inspection chamber, two gauge boards	SD8221149611
Cark Station	Remove gantry, large logger tube and bed control	SD3643176385
Martholme	Remove gantry, large logger tube and bed control	SD7522332926
Thornship Intake Upstream	Remove concrete weir (small)	NY5484012980
Borrow Bridge Weir	Remove timber weir (small)	NY6084201448
Cliff Bridge Gauging Station	Remove building, cableway, infill stilling well and remove large shallow vee weir.	NY4116966195
Claughton Gauging Station	Remove gauging building <b>(asbestos previously identified)</b>	SD5111442852

The hydrometric network is reviewed periodically throughout the year and gauging sites deemed redundant. Therefore, it is possible further sites may become available for decommissioning. These will be added as CEs subject to contractor performance, available budget, landowner / legal resolutions and Environment Agency resource availability.

The following two sites have funding allocated:-

#### **Low Briery at NY2855824216**

Required outcome:- There is a gauging station building that needs to be fully demolished and the materials removed from the site and disposed of legally and safely. The stilling well

needs to be filled in. The landowners have agreed to take ownership of the concrete base structure supporting the existing hut, therefore this must be made safe to handover to them.

The scope for 2024/25 is as follows:

- Design work for removal of gauging station building and filling in of stilling well.
- An assessment made on whether a structural survey will be required and the production of a structural survey if required.
- An asbestos survey was carried out in 2009 and no suspect material was found. This is for awareness though it is **not** a guarantee that asbestos is not present as the building was built pre 2000. We would expect the contractor to carry out their own risk assessment.
- Likely to be lead paint present in building- survey to be carried out.

Scope for 2025/26 (to be added as a Compensation Event subject to funding allocation and Contractor Performance) is as follows:

- Full removal of the gauging station building and any remaining assets/equipment inside.
- There is a stilling well within the building that will need to be filled in with appropriate material. A material specification will be required from the contractor.
- The concrete base is to remain on site. The stilling well must be made filled in with material. A material specification will be required from the contractor. It is to be made level with the concrete base and safely capped off.
- Disposal of materials from the site in accordance with appropriate waste permissions in place.

### **Galesyke Gauging Station at NY1354003826**

Required outcome is that we no longer have an unstable building on site and the embankment is re-instated as far as appropriate.

The scope for 2024/25 is as follows:

- Design work required for decommissioning the gauging station building which is subsiding and post works bank stability for reinstating bank with turf/natural bank stabilisation materials if required.
- Likely to be lead paint present in building- survey to be carried out.
- An asbestos survey was carried out in 2009 and no suspect material was found. This is for awareness though it is **not** a guarantee that asbestos is not present as the building was built pre 2000. We would expect the contractor to carry out their own risk assessment.
- Likely to be bats roosting in building- bat survey will be required.

The scope for 2025/26 (to be added as a Compensation Event subject to funding allocation and Contractor Performance) is as follows:



- There is a requirement to decommission the gauging station building. This is full removal of the building and the assets contained inside.
- The building and all assets contained within need to be removed including the concrete base built on the bank.
- The concrete base is to be cut so that just the corner upon which the small kiosk is mounted remains.
- The stilling well is to remain and be filled in with material to be specified by the contractor. A material specification will be required from the contractor. It is to be cut off at the top so level with the ground and covered with topsoil and turf.
- Disposal of materials in accordance with appropriate waste permissions in place.
- Reinstall the bank with turf/natural bank stabilisation materials if required.

For the remaining sites listed in Section 1. above these jobs may be awarded as CEs and scopes provided at that stage. Subject to funding availability, landowner negotiations and Contractor performance. Contractor performance will be measured in accordance with Annex 9.1: Key Performance Indicators: Call-Off Contract Performance Monitoring in Schedule 9 (Contract Management) of the AOMR Framework Agreement.

## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title

## 3. Specifications

Title	Date or Revision	Tick if publicly available
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Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	✓.
Minimum Technical Requirements – Standard (LIT 13258)	V 12	✓.
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	✓.
Exchange Information Requirements (LIT 17641)		✓.
SHEW CoP	V 6	✓.
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	✓.
Control of Substances Hazardous to Health (COSHH) Regulations		✓.
Construction Design Regulations (CDM) 2015		
Code of practice for electrical safety (COPES) Electrical authorisation (LIT 13130)		
Annex 11 Code of practice for electrical safety (COPES) part 1 (LIT 13118)		
Annex 11 Code of practice for electrical safety (COPES) part 2 (LIT 13133)		
Lot 1 – Spec supplementary clauses – CULVERTS – CoP		
Lot 1 – Spec Supplementary clauses – General		
Lot 1 & Lot 3 – Supply Chain Passport Template		
Exchange Information Requirements (EIR)	V3	

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

4.1. The *Contractor* shall not commence any work on the *sites* until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract

4.2. The *Contractor* shall prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and comply with the requirements of the Environmental Action Plan (EAP) prior to starting the *works*.

4.3. All communications from the Contractor to the Client shall be sent to Polly Booth.

### 4.4 Protection against Damage

4.4.1 The *Contractor* shall ensure that flood embankments, access tracks, fences, hedges, trees, structures etc. found on *site* are not damaged by their activities. Such features are fully reinstated to the satisfaction of the *Client* and the landowner/occupier within the timescales detailed in the Specification.

4.4.2 The Contractor shall comply with the requirements of the Environmental Action Plan (EAP) prior to starting the *works*.

4.4.3 The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the Construction Phase Plan, including method statements and risk assessments ahead of each project in this contract. Acceptance will be by way of a written communication from the *Client* confirming the *Contractor* may take possession of the site from the agreed starting date.

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

4.4.5 In order to assess the extent of work, the *Contractor* shall visit each site when pricing the work. The *Contractor* shall inform the *Client* of the time and date of each site visit before going to site.

4.4.6 The *Client* has the contractual right to access the working area as shown on the drawings. The *Contractor* shall be required to determine the suitability of the access and agree any alternative routes with the landowner should the identified routes be unsuitable.

4.4.7 Details of the routes must be included within the method statements. Access conditions may deteriorate following wet weather and the *Contractor* should assume the worst conditions when preparing his quotation.

4.4.8 Compensation will be agreed and paid by the *Client* (via its appointed land agents) to affected landowners based on the *Contractor's* programme, proposed access routes and method statements. Compensation claims incurred due to the *Contractor's* failure to comply with its programme, access routes and/or method statements will be passed on to the *Contractor*.

4.4.9 Where necessary the *Contractor* shall include for the removal and replacement of any gates, fences or hedges or any other measures necessary such as installing temporary tracks or crossings to facilitate access. The *Contractor* shall be responsible for reinstating access tracks/routes to the same conditions as encountered on arrival to the site.

4.4.10 The *Contractor* shall take all reasonable steps to avoid damage and disruption to the surrounding land, to the designated sites and associated access routes. Such land may be privately owned, commercially managed for industrial, agricultural use, or part of the local social amenities etc. Any problems with access should be reported directly to the *Client*.

4.4.11 A key, which must be returned on completion of the works, will be provided if required to allow access.

4.4.12 If access to a site has deteriorated (e.g. due to heavy rainfall) making it difficult or impossible for the *Contractor* to access, the *Contractor* shall immediately contact the *Client*. The *Contractor* shall inform the *Client* of their intention to continue work at this site or submit a request to the *Client* that they may either postpone work or be permitted to start work at another site. If the *Contractor* decides to continue at the original site, this will be at his own risk.

4.4.13 Seven (7) working days' notice of commencement of works shall be given to the *Client*.

4.4.14 Two (2) working days' notice must be given to the *Client* in advance of completion of the works.

4.4.15 All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the *Client*, or their representative.

4.4.16 The *Contractor* shall be responsible for obtaining and/or registering for any necessary environmental permits and/or waste exemptions.

4.4.17 The *Client* require twenty-four (24) hour / seven (7) days per week emergency contacts from the *Contractor* including the provision of out of hour's response if required due to theft, fire, flood and vandalism. It is expected that any emergency procedures are carried out by a competent employee of the *Contractor*.

4.4.18 The *Contractor* shall undertake an inspection and obtain pre and post work condition photos of any access routes that are expected to be used. This shall be made available to the *Client's* Project Manager upon request.

4.4.19 No mud or other debris to be deposited on any tarmac areas outside the site access point, any such material to be removed immediately.

4.4.20 The *Contractor* shall ensure that any service diversions and protection measures required during the works have been arranged and agreed with the relevant Statutory Authority.

4.4.21 Un-scoped or additional work shall be added to the package upon acceptance of the relevant Compensation Events (CE's) and revised programme depending on *Contractor* performance.

4.4.22 No fires may be lit on site unless expressly authorised by the *Client*.

#### 4.5 Choice of Equipment

4.4.1 The *Contractor* shall choose the most appropriate plant to complete the works.

4.4.2 The *Contractor* ensures that all plant is maintained.

4.4.3 All Equipment with hydraulic systems shall use biodegradable hydraulic oil.

4.4.4 All plant traversing under overhead cables shall be fitted with a Prolec or other height limiting device.

#### 4.5 Permits / surveys

4.5.1 The *Contractor* shall be responsible for obtaining the necessary Environmental Permits for Flood Risk Activities (if applicable). The *Contractor* shall ensure the permits are received a minimum of two (2) weeks prior to commencement of works. The *Contractor* shall be responsible for all costs associated with permit applications. The *Client* has, where possible, started the application process which will need to be transferred to the *Contractor* and finalised. Please be aware the Permitting process can take eight (8) weeks from receipt of payment, need for permits to be discussed with *Client's* Project Manager prior to applying for permits.

4.5.2 The *Contractor* shall be responsible for obtaining and/or registering for any other necessary environmental permits and/or waste exemptions.

4.5.3 The *Contractor* shall be responsible for obtaining any surveys they decide are required for H&S/environmental protection. For example, structural surveys, CAT & genny, asbestos, lead paint, ecological surveys.

#### 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

The *Contractor* submits his programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which they submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:

- (a) Period required for mobilisation/ planning & post contract award
- (b) starting date
- (c) Each of the activities listed within the Price List
- (d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.
- (e) Completion date

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

Item	Date by which it will be provided
Services searches (water, electricity, BT/Openreach, gas)	Within 3 months of construction start so they are up to date
Structural survey report - Galesyke	Tender
PCI – Low Briery & Galesyke	Tender
Hazard maps – Low Briery & Galesyke	Tender

## Site Information

### Low Briery Gauging Station

- The gauging building is located on the LHB of the River Derwent at `///direction.wagers.padding`. Gauging Building is at `///direction.wagers.padding`.
- Landowners are Low Briery Holiday Park, Keswick, CA12 4RN
- Site photos and access information will be provided to the Contractor.

Known site constraints:

- An asbestos survey was carried out in 2009 and no suspect material was found. This is for awareness though it is **not** a guarantee that asbestos is not present as the building was built pre 2000. We expect the contractor to carry out their own risk assessment.
- Likely to be lead paint present in building- survey to be carried out.
- Mature silver birch tree adjacent to the building. We want to retain this tree.
- The River Derwent is a designated Special Area of Conservation. Care should be taken to avoid any pollution to the watercourse.
- The landowner has built a flood wall approximately 1m high in front of the gauging building. Wall to be left or returned to original condition by the end of the work.
- The site is an active holiday site and so residents/public will be in the vicinity.
- Due to the location of the gauging station there may be bank instability which should be taken into account for any use of plant

#### Galesyke Gauging Station

- The gauging building is located on the RHB of the River Irt at <http://pardon.streetcar.enhances>
- Landowners are Julias Church, Stile Farm and Holiday Park, Nether Wasdale, Cumbria, CA20 1ET
- Site photos and access information will be provided to the Contractor.

#### Known site constraints:-

- The access route through the field cannot be used for vehicles during lambing season.
- The access route can be boggy in places.
- On the edge of an extensive area of peat and in a County Wildlife Site.
- Site likely to be vulnerable to concrete/high pH pollutants ie potentially relevant to any works resulting in concrete dust and relevant to where broken concrete is stored.

# Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	tbc  Form of Contract:	Design
2.	Sub Site Surveys  Form of Contract:	GPR Surveys
3.	tbc  Form of Contract:	Surveys
4.	Responsive NDT  Form of Contract:	Lead Paint testing