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 - AOMR Lot 1- Civils Recon & Recovery 2025/27

Asset Operation, Maintenance and Response Framework

Lot 1 Civil Engineering (Maintain and Construct)

A contract between	**The Environment Agency** **Horizon House** **Deanery Road** **Bristol** **BS1 5AH**
And	**Amalgamated Construction Ltd t/a AmcoGiffen**
For	**GMMC Recon Civils Package 25/27**
	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 *Client* is
Name	Environment Agency
Address for communications	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH
Address for electronic communications	[redacted]
The *works* are	To undertake detailed design and construction *works* at the sites specified below which will take place across two years. 2025/26 will primarily cover design and investigative works, with some minor Construction, and 2026/27 will cover further Construction. The aim of the *works* is to bring the assets back to the required grade condition 2.
The *site* is	The contract comprises of Reconditioning / Repair work on various assets at various locations

Name	ID Number	Grid Ref
Atherton / Red Water	48559	SD67290141
Atherton / Red Water	126952	SD67010126
Atherton / Red Water	134195	SD67030129
Atherton / Red Water	142621	SD67160134
Bedford PS Substation	773467	SD6685500048

	Birket Wall PSRA	178158, 125118	SJ25829108
	Sale Ees FSR Culvert	104857	SJ7951493220
	Strongstry Embankment	96053	SD7919418774
	Fitchett's Gutter (Abbots Mead)	33416	SJ39806805

The *starting date* is	01 September 2025	
The *completion date* is	31 March 2027	
The *delay damages* are	[redacted]	Per day
The *period* for reply is	2	weeks
The *defects date* is	104	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 : to be confirmed.

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 *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 *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to	The Contract Price	
The *Client* provides this insurance	None	

Insurance Table

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 Materials	Replacement Cost	The defects Certificate has been issued
The *Contractor's* 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 *Contractor*) arising from or in connection with the *Contractor's* Providing the Works	Minimum [redacted] in respect of every claim without limit to the number of claims	
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 *Contractor* to use the skill and care normally used by professionals providing works similar to the works	Minimum Contract Price in respect of every claim	6 years following Completion of the whole

	without limit to the number of claims	of the works or earlier termination
The *Adjudicator nominating body* is	The Institution of Civil Engineers	
The *tribunal* is	litigation in the courts	
The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions		
Only enter details here if additional conditions are required.		
Z1.0	**Sub-contracting**	
Z1.1	The *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 *Client* 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 *Contractor* is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The *Client's* acceptance of a tender and the *Client's* 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 *Client* 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 *Client* but is not warranted correct. The *Contractor* 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 *Contractor* 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
Z7.2	For the purpose of Clause 60.1.9 "the site" is defined as the individual location listed in "the sites" in the Client's Contract Data.
Z7.3	" Amend the text of clause 60.1, with the addition of 60.1.13. The Contractor is prevented from carrying out all work on the site as a consequence of flooding [and the flooding was not caused by the Contractor] 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".
Z8.0	**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.
Z12.0	**Packaging**
Z12.1	For contracts containing packages of projects the *Client's* Contract Data, Scope and Site Information particular to an individual project is contained within its Site-Specific Pack
X110	**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	Amalgamated Construction Ltd t/a AmcoGiffen	
Address for communications	Whaley Road, Barnsley, S75 1HT	
Address for electronic communications	[redacted]	
The *fee* percentage is	[redacted]	%
The *people rates* are		
category of person	unit	rate
As per Framework Pricing Workbook		
The *published list of Equipment* is as per pricing book		As per Framework Pricing Workbook
The *percentage for adjustment for Equipment* is as per framework agreement		As per Framework Pricing Workbook

Contract Data

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

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

The offered total of the Prices is	£ 489,387.25
	Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name	[redacted]
Position	
Signature	
Date	

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

Signed on behalf of the *Client*

Name	[redacted]
Position	

Signature	[redacted]	
Date		

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.

Please provide a cost breakdown of Labour, Plant and Materials for activities priced as a Sum using the framework price workbook.

Item Number	Description	Unit	Quantity	Rate	Price
1.0	Preconstruction Phase for all sites				
1.1	Prepare, submit and obtain any licenses and consents required in relation to the works including but not limited to permissions related to footpath or highway closures/ diversions, conservation area consents, Tree Preservation Order	Sum	1	[redacted]	

	(TPO) Temporary Traffic Road Order (TTRO) and those related to any services diversions. Where there are assets with full FRAP requirements, these are to be priced against the asset specifically. Assume £1000 per FRAP. • Strongstry- No FRAP Required • Sale Ees – FRAP Required • Finchetts – No FRAP Required • Atherton Lakes – FRAP Required • Bedford Brook - No FRAP Required • Birkett- No FRAP Required				
1.2	Carry out any surveys required for the works including but not limited to Topographical surveys, Environmental / ecological surveys, Invasive Non-native Species surveys, Preconstruction surveys. Where there are assets with specific survey requirements these are to be priced against the asset specifically.	Sum	1		[redacted]
1.3	Compliance with SHEW COP and PCMT including RAMS, CPP and all relevant PCMT deliverables and GPR Survey	Sum	1		
1.4	Pre condition survey of all Assets	Sum	10		
1.5	BIM Requirements	Sum	1		
1.6	Welfare				

1.7	Plant				[redacted]	
1.8	Staff					
1.9	Asbestos Survey					
1.10	Traffic Management					
1.11	Access					
	104 Week Defect Period	Sum	1			
2025/2026	Sale Ees					
2.1	Locate the 3nr Manholes and CCTV Survey to identify spalling issues & other defects which have previously been identified in the report	Sum	1			
2.2	Complete Detailed Design for fixing culvert **and lateral connections some with** Flaps do operate correctly, to bring to Grade 2	Sum	1			
~~2.3~~	~~Repair spalling to concrete and cracks, Assume 10lm to 20 lm avg depth 20mm to 75mm. Repair with Sealant or suitable filler which do not pollute the water.~~	~~Sum~~	~~1~~			
2026/2027	Sale Ees					
~~2.4~~	~~Remove settled deposits and repair previously completed Invert works Assume 5m2~~	~~Sum~~	~~1~~			
~~2.5~~	~~Making good of the site~~	~~Sum~~	~~1~~			
~~2.6~~	~~Health and Safety File and As built Drawings~~	~~Sum~~	~~1~~			
~~2.7~~	~~Post Condition Survey~~	~~Sum~~	~~1~~			
2025/2026	Atherton Lake / Lilford Park					
3.1	Full Topo Survey to Identify the low spots on the crest level, including an in channel topo. (Assume 400lm)	Sum	1			

3.2	Review bed levels on Red Waters Ditch including WAC test and undertake optioneering for the best solution to rectify flow.	Sum	1	[redacted]
3.3	Complete Detailed Design for the low spots in the Embankment (to EA Technical Design for Embankments Operational Instruction)	Sum	1	
3.4	Undertake removal of approximately 10 trees and localised vegetation (Assume 6m3 of Vegetation)	Sum	1	
3.5	Review surface water inflows into Red Waters Ditch from adjacent Woodland and complete detailed design for any localised drainage measures required to manage inflows (To reduce risk of damage to adjacent embankment)	Sum	1	
2026/2027	Atherton Lake / Lilford Park			
3.6	134195: The crest level is to be raised (as indicated by the yellow line Asset 134195, by approx 250mm , crest width approx 3.5m wide , and 650lm long. Material is to be like for like, Stone compacted and finished with small fines and compacted.	Sum	1	
3.6A	Include within the above works 14 no. Of Monitoring pins 200mm x 200mm x 150mm with a stainless steel pin in the centre . CH 400 TO CH1050. Note, Client to provide Design for monitoring Pins.	Sum	1	

3.7	134195: Repair the toe of the embankment upstream of the culvert at location W3W ///feared.cigar.dusty	Sum	1	[redacted]	
3.8	134195: Complete detailed design of flow deflector at Red Waters Ditch culvert inlet to reduce risk of flows bypassing this structure.	Sum	1		
3.9	48559: Replace the sloped pedestrian footpath at W3W location ///froze.singer.hotels down to the footbridge with a bound surface (tarmac, resin etc). Assumed length 24m(L) x 3m(W)	Sum	1		
3.10	48559: Reinstate timber fence so that the toe board of the fence is not acting as a retaining board for the crest Assumed 24m(L) x 1.2m(H)	Sum	1		
3.11	126952, 142621: Replace the failing timber revetment boards along the toe of the embankment Assumed 50LM x 300mm revetment, with boards to be 2, therefore 600mm, with posts every 1.5m centres	Sum	1		
3.12	Making good of the site	Sum	1		

3.13	Health and Safety File, As built drawings.	Sum	1		
3.14	Post Completion Survey	Sum	1		
	Bedford Pumping Station				
4.1	Full Structural Survey of channel sides up and down stream of pump station Assumed length 300 LM , assume 2m high, also to include building and roof)	Sum	1		
4.2	Detailed Design for Full Replacement of Control Building	Sum	1		
2026/27	Bedford Pumping Station				
4.2	338449: Concrete repair to both sides of roller shutter on entry to the building – mastic infill all construction joints. Assume L 250mm W 210mm D 100mm	Sum	1		
4.3	137240: Mastic infill all construction joints 1.5m2	Sum	1		

4.4	772075: Demolition and Construction of the Control Building (EWN Asset) - Demolition, Management of Power, Re-build and Re-instate (Assume building size 4m x 4m x 4m height like for like replacement)	Sum	1
4.5	Making good of the site	Sum	1
4.6	Health and Safety File, As built drawings.	Sum	1
4.7	Post Condition Survey	Sum	1
2025/26	Finchetts Gutter		
5.1	Topo Survey to understand the height needed to infill the low spots (Assume 20m long, 0.5m high and 1.2m wide)	Sum	1
5.2	Design and Optioneering process	Sum	1
5.3	Tree Removal and Vegetation Management (10-20m2 of small trees and vegetation management, assume 5 to 10m3 of mixture of wood and vegetation	Sum	1
5.4	Removal of sandbags and wooden crate before works commence	Sum	1
5.5	Japanese Knotweed Management and Removal (Assume 5 to 10m3 of JPK)	Sum	1

5.6	Topping up Embankment as per agreed design	Sum	1
5.7	Making good of the site	Sum	1
5.8	Health and Safety File and As-built Drawings	Sum	1
5.9	Post Condition Survey	Sum	1
2025/26	Strongstry Embankment		
6.1	Carry out an INNS Survey and WAC Test to understand the build-up of the embankment and identify any contaminants or Invasive Species. Produce a report for *The Client* with findings.	Sum	1
2025/26	The Birkett		
7.1	Vegetation cut on landward face to access wall to fully assess condition of wall (Assume L 60m)	Sum	1
7.2	Assess condition of the wall (Assume L 70m) Wall height 1.5m to 2.2m varies.	Sum	1
7.3	Rake out loose mortar and vegetation from the cracks and joints (Assume 60m L, 1.2m H)	Sum	1

7.4	Infill joints and gaps with mortar to prevent water ingress assume 20m2	Sum	1	[redacted]
7.5	Rake out damaged sealant in movement joints and replace with new sealant assume 10m2	Sum	1	
7.6	Steeple bricks added to length of wall (Assume L of 56.2m) Mortar	Sum	1	
~~7.7~~	~~Repair blow out on Additional Wall Area (Asset 125118)~~ ~~Assume 4mx4mx2.5~~	~~Sum~~	~~1~~	
7.8	Making good of the site	Sum	1	
7.9	Health and Safety File and As-built Drawings	Sum	1	
7.10	Post Condition Survey	Sum	1	
As per TQ31	Price for providing a 104 week defect period	Sum	1	
			The total of the Prices	£ 489,387.25

The method and rules used to compile the Price List are
Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Price Workbook.

***"This contract is priced and awarded in Year 2, based on the Year 1 Framework Pricing Workbook. After the Year 2 Framework Pricing Workbook is issued, a single compensation event is permitted to change the total of the Prices according to the Year 2 Framework Pricing Workbook."* FHU374**

Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention.

1.1 Package Background

GMMC Reconditioning Programme

The GMMC Asset Performance (AP) team have been allocated a budget for undertaking Capital Reconditioning and Revenue projects during the financial year 2025/2027.

The assets detailed below are either currently assessed as Below Required Condition (BRC) in AIMs Planning, have been assessed as approaching BRC in AIMS Planning, or the assets require works due to Health and Safety reasons (Operator and Public). The Assets detailed below have been inspected and all are currently below the required minimal target condition Grade 2 condition required. The aim of this contract is to bring these assets to Grade condition 2.

The Environment Agency use a five-point scale to grade condition ranging from 1 (very good) to 5 (very poor). Target condition grades are set in line with the Environment Agency LIT 11615 Setting target conditions for flood defence assets.

Table 2.1 Condition grades and descriptions

1 Very good	2 Good	3 Fair	4 Poor	5 Very poor
Cosmetic defects that will have no effect on performance	Minor defects that will not reduce the overall performance of the asset	Defects that could reduce performance of the asset	Defects that have potential to deteriorate and significantly reduce performance of the asset. Further investigation required.	Severe defects resulting in significant or complete performance failure.

The Assets that form part of this Scope of works shall be restored to Passing Condition which is Grade 2 or above.

The *Contractor* is to carry out the works detailed in this Scope, including completing detailed design and construction works.

1.2 Description of the *works* (see section 2 below)

1.3 *Contractor's* design

1.3.1. The *Contractor* is to develop the detailed designs for the proposed *works* and submit this to the *Client* for review and acceptance. Two weeks will be allowed for this review by the *Client*. The *Contractor* is to allow for incorporation of comments following *Client* review.

1.3.2. The *Contractor* will take complete design responsibility and liability for any designs produced, including any temporary works.

1.3.3. The *Contractor* will take complete design responsibility and liability for any design drawings and design information issued by the *Client*. The *Client* retains no design liability or responsibility for design information provided.

1.3.4 The *Contractor* is responsible for any checks and verification of all existing design information.

1.3.5 The *Contractor* will ensure all designs comply with the specifications listed in this contract.

1.3.6 Where possible, the *Contractor* is to use innovative solutions and modern methods of construction to achieve carbon efficiencies. These solutions are to be included as part of the detailed design.

1.3.7 The *Contractor* will support the *Client* to produce the efficiency report tool (cert) to capture any efficiencies.

1.3.8 The *Contractor* is responsible for the production of all necessary Construction Design and Management Regulations 2015 (CDM) documentation for each site in accordance with the pre-construction management tool (PCMT). An example PCMT will be issued to the contractor, the CDM deliverables are listed within the PCMT and include designer risk assessments, hazard plans, rag list, buildability statements, Operation and Maintenance statement, and construction phase plan.

1.4 Accommodation

1.4.1 The *Contractor* shall provide accommodation, services and facilities as is necessary to complete the *works*, in accordance with the Constructing a Better Environment: Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP), and as quantified and priced in the Framework Pricing Workbook.

1.5 Access to the Site

1.5.1 The *Contractor* will carry out detailed pre-start and completion photographic surveys using videos and photographs and will capture the existing features affected by the *works*. This will include areas within the site boundary and along any access routes into site. Any properties adjacent to the site or along the site access route and compound are to be included.

1.6 Sharing the Site with the *Client* and Others

1.6.1 The *Contractor* will ensure that access is maintained to any properties and public buildings which are located within or immediately adjacent to the site. This will include access for operation and maintenance of any assets owned by Others.

1.6.2 The *Contractor* shall ensure safe pedestrian access is where necessary and provide safe footpath diversionary routes as necessary.
1.6.3 The *Contractor* shall maintain access roads to a suitable and safe standard.
1.6.4 The *Contractor* shall cooperate with affected residents, landowners and businesses to enable efficient execution of the *works* with minimal disturbance to the local community and Stakeholders.
1.6.5 The *Contractor* is required to co-ordinate the *works*, or access to the *works*, with any Stakeholders to minimise disruption and ensure the works can be carried out efficiently.
1.6.6 The *Contractor* is responsible for liaising with all the relevant Statutory Authorities, including obtaining licenses consents or permits required to deliver of the *works*.
1.6.7 The *Contractor* is responsible for liaising with all the relevant Statutory Undertakers, including obtaining licenses consents or permits required to deliver of the *works*.
1.6.8 The *Contractor* shall notify the *Client* of all Stakeholder requests for meetings so that the *Client* has the option to attend or send a representative.
1.6.9 The *Contractor* shall record all complaints and compliments relating to the *works*. Where complaints and compliments may bring then *Client's* reputation into disrepute, these shall be reported to the Client within 24 hours.
1.6.10 The *Contractor* shall notify the Client of all press or media enquiries who will then refer them to the *Client's* Corporate Affairs Department. All press and media enquiries will be handled by the *Client's* Corporate Affairs Department and must not be addressed directly by the *Contractor.*
1.6.11 The *Contractor* is to gain written approval from the *Client* before sharing any content related to the undertaking of the *works*, including but not limited to, social media posts, case studies and company advertising.

1.7 Management of the W*orks*

1.7.1 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.

1.7.2 The *Contractor*:

a. Will attend a prestart meeting with the *Client* prior to commencing the construction phase. The *Contractors* designer is to be in attendance.

b. Will attend fortnightly progress meetings for the duration of the contract. Meetings will be held online using Microsoft Teams, with the *Client* or *Client* representatives. This meeting will alternate between a Microsoft Teams meeting and an on-site meeting once construction commences.
c. Will facilitate and attend site walkovers as requested by the *Client.*
d. Will attend Early Warning meetings as requested by either Party. This meeting can be accommodated in the fortnightly progress meetings outlined 1.7.2 (b).
e. will attend ad-hoc meetings as required for the progression of the project.

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

a. Highlights the progress achieved since the last programme submission.
b. Explains any deviation from the previous programme in terms of progress and/or changes to the planned activities,
c. Explains what actions are being implemented to mitigate any delay,
d. State the expected date when the *Contractor* forecast to complete the *works* compared to the contract Completion Date,

e. Details of any lost days due to weather,
f. 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.
g. Includes site photos of progress achieved since the previous progress report.

1.7.4. The *Contractor:*

a. Will provide environmental toolbox talks to all employees and Subcontractors and will include but not be limited to: sensitivities of the Site, pollution prevention, environmental awareness, what to do in the event of finding archaeological artefacts, protected species (including examples relevant to Site), contaminated ground and invasive species and key actions from the Flood Contingency Plan.
b. Is responsible for identifying any existing services that will be impacted by the *works*.
c. Is responsible for installing protection to existing services, where necessary.
d. Is responsible for liaising with utility service providers and/or asset owners to facilitate any proving, testing, spiking and where necessary, diversions. This includes any private supplies owned by the *Client*.
e. Will manage the *works* to ensure compliance with the *Client's* Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) (LIT 16559) Version 6.0 September 2023.
f. The *Client* will initiate and manage communications with stakeholders whose land, property or business are affected by the *works*. The *Contractor* will assist the *Client* where necessary to communicate the proposed works to the stakeholders. This may be through participation in site meetings arranged by the *Client*, producing high level methodologies to sufficiently communicate the proposed works and providing drawings/sketches showing interfaces with the works.

g. Will manage the *works* to ensure compliance with the *Client's* Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) (LIT 16559).

h. Will prepare Public Safety Risk Assessments (PSRA) to cover both the construction period and the period following completion of the *works* (in the *Client's* standard format). The *Contractor* will arrange a joint inspection with the *Client* when undertaking the Public Safety Risk Assessment prior to commencement and following completion.

i. Will produce an Emergency Action Plan for each site detailing the C*ontractor's* emergency response procedures and actions. The Emergency Action Plan is to be issued to the *Client* for review. Allow 2 weeks for the review period.
j. Will produce an Environmental Action Plan (EAP) and submit to the *Client* for acceptance

k. Will carry out the *works* in accordance with the EAP.

1.8 Weather Measurements

1.8.1 The place where weather is to be recorded (https://wow.metoffice.gov.uk/):

1. Atherton Lake, Lilford Park Brook - Shakerley
2. Bedford Pumping Station, Bedford Brook - Shakerley
3. Finchetts Gutter – Shannon Close Saltney
4. Sale Ees - Raul Sale Weather
5. Strongstry - North Turton

1.8.2 If the site above is unavailable, the *Contractor* is responsible for finding the nearest site.

1.8.3 The weather measurements are to be supplied by The Met Office and be obtained by the Contractor.

1.9 Quality Management

1.9.1 The *Contractor* is to use a Quality Management System that is compliant with the requirements of the AOMR Framework.

1.9.2 Tests and inspections shall comply with the relevant requirements in the Technical Specifications, Standards, Codes and the Environment Agency's 'Minimum technical requirements. Testing to include (but not limited to):

- Plate bearing tests.
- California Bearing Ratio (CBR) values.
- Earthworks testing of imported material to ensure compliance with Specification of Highway works.
- Testing of in-situ concrete delivered to site, to verify workability and strength.

1.9.3 The *Contractor* shall give the *Client* a minimum of 2 weeks' notice in writing of his intention to carry out any testing.

1.9.4 The *Contractor* shall carry out any testing in accordance with relevant British Standards, Eurocodes and project specification. The *Contractor* shall satisfy the *Client* of the accuracy of all instruments used for testing and if required shall produce recent calibration test certificates.

1.9.5 Within two weeks of completion of any tests the *Contractor* shall submit test certificates and all associated supporting documents to the *Client.*

1.9.6 The *Contractor* will provide an initial test and inspection schedule for the site to the *Client.*

Consents, Permits and Licenses

1.10.1 The *Contractor* is responsible for obtaining the necessary consents, permits, licenses and agreements that are required to deliver the works. These could include:

- Flood Risk Activity Permit (FRAP)
- Natural England (NE) Consent
- Tree Preservation Orders (TPO)
- Temporary Traffic Regulation Orders (TTRO)
- Temporary traffic management permits
- Environmental Permits for temporary works and construction
- Statutory Orders for the closure or diversion of footways, footpaths, cycleways and public right of way
- All consents and licenses necessary for temporary works and compounds,
- Permits and approvals for working in and around utility apparatus.
- Ecological Licenses, including Bat Mitigation License.

1.10.2 The *Client* will be responsible for serving notice on the relevant landowners, in accordance Resources and Land Drainage Act, a minimum of two weeks in advance on of the Contractor's intended entry on to Site.

1.10.3 To enable the *Client* to prepare the Notice of Entry, the *Contractor* shall provide the following information no later than four weeks prior to access being required:

- Final marked up plan of the proposed site, compounds and access requirements.
- Duration of the works and entry requirements.
- Outline methodology of the works to be undertaken.

1.10.4 The *Contractor* shall maintain close liaison with the *Client* with respect to ensuring all necessary landowner agreements and notices are in place prior to entry onto Site.

1.10.5 *Contractor* will notify in writing their intended start date and allow two weeks for the *Client* to provide access.

1.11 Health, Safety & Environment

1.11.1 The *Contractor* will comply with the *Clients* Safety Health Environment and Wellbeing Code of Practice (SHEW CoP) when delivering the *works.*

1.11.2 The Construction, Design & Management (CDM) Regulations are applicable to the *works*. The *Contractor* will carry out the role of Principal Contractor and Designer under the Regulations.

1.11.3 The *Contractor* is responsible for the production of all CDM documentation for each site in accordance with the Pre-Construction Management Tool (PCMT). An example PCMT will be issued to the *Contractor*.

1.11.4 The works at each site will only commence once the *Client's* PCMT process has been satisfied and the status set to 'go'. The *Client* will confirm in writing to the *Contractor* that site works can commence following conclusion of this process.

1.11.5 The *Contractor* shall produce project specific risk assessments and method statements (RAMS) for each activity or groups of activities detailing how they will provide the *works* and submits these to the *Client* for comment. Submission dates for any RAMS are to be included in the programme.

1.11.6 The *Contractor* will use the Clients Health and Safety File template to produce the Health and Safety File. A Health and Safety File will be required for each site.

1.11.7 The *Contractor* will provide all the information necessary for the Principal Designer to suitably prepare the Health & Safety file.

1.11.8 The *Contractor* will attend Health & Safety meetings when required.

1.11.9 The *Contractor* will comply with all current Health and Safety Legislation, Regulations and Codes of Practice.

1.11.10 The *Contractor* will ensure the safety of the public at all times during the execution of any operations related to the *works*.

1.11.11 The *Contractor* will ensure that all parties under any sub-contracted works execute their works in accordance with items 1.11.1 to 1.11.11

1.12 Procurement of subcontractors

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

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

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

1.12.4 The *Contractor* is required to demonstrate that they have made reasonable attempts to obtain three competitive tenders for all work more than £25,000.

1.13 Title, Marking and Materials from Excavation and Demolition

1.13.1 No marking of Equipment, Plant or Materials outside the Work Areas expected.

1.13.2 The *Contractor* is responsible for all arising and materials generated from excavation and demolition works.

1.14 Completion

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

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

a. The *Contractor* will complete the whole of the works by the Completion Date.
b. The *Contractor* will ensure no Defects exist that prevent safe access and operation by the Client.
c. The *Contractor* will ensure no Defects exist that present a health and safety hazard to the public.
d. On completion of the *works*, the *Contractor* shall return the working areas, access and any other areas affected by the *works*, to a condition not inferior to that which existed prior to the construction works.
e. The *Contractor* is responsible for removing all construction waste and debris from site.
all site perimeter fencing, temporary works, materials storage and waste must be removed from site.
f. all site perimeter fencing, temporary works, materials storage and waste must be removed from site.
g. All public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.

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

a. The *Contractor* will provide an electronic copy of the completed Health and Safety File to the Client for acceptance. The *Contractor* is responsible for ensuring sufficient information has provided within the Health and Safety File to achieve acceptance by the *Client* and Principal Designer. The *Contractor* will use the *Client's* template for producing the Health and Safety File.
b. The *Contractor* is required to update the construction drawings to as-built status and ensure the drawings are an accurate reflection of the works carried out. The Contractor will issue the as-built drawings to the *Client* for acceptance. Allow two weeks for this review period.
c. The *Contractor* will provide an electronic copy of the Operating and Maintenance Manuals to the *Client*.

d. The *Contractor* will transfer all Building Information Modelling (BIM) to the *Client* via Asite.

e. The *Contractor* will issue the native file formats, for example dwg's and dxf's for all drawings, documents and models to the *Client* via Asite.
f. The *Contractor* will complete a Public Safety Risk Assessment (PSRA) on the completed works and issue to the *Client* for acceptance.
g. The *Contractor* is to complete the final Carbon Calculator and Carbon Appendix.

1.15 Accounts and Records

1.15.1 The *Contractor*'s application for payment shall be submitted on FastDraft and supported by a breakdown of the *works* for which payment is due in the format provided in the Price List, including any implemented Compensation Events.

1.15.2 The *Contractor* shall issue invoices to the following two (2) email addresses and shall quote "Asset OMR, the relevant Framework Hub / Area, and PO number" in the email subject line.

- apinvoices-env-u@gov.sscl.com and
- ea_invoices-pa@environment-agency.gov.uk

1.15.3 Applications for payment should include sub-contractor and supplier cost statements.

1.16 Site Progress Meetings

1.16.1 Frequency: Fortnightly

1.16.2 Location: Teams or on site, in person. Contract Administrator to send out invitations once contract commenced.

1.17 **Construction Phase**

1.17.1 Where necessary, the *Contractor* will provide temporary works [including design, supply and installation] to facilitate the *works*.

1.17.2 The *Client* is responsible for producing and submitting the Schedule 8 form which facilitates communication with the *Clients* Flood Warning Officers regarding forecasted rainfall and weather events. The *Contractor* is to ensure the appropriate contacts details are given for each site and that alternative contacts are also given should key site personnel be unavailable.

1.17.3 As part of the PCMT process, the *Contractor* is required to carry out Ground Penetration Surveys at each site prior to mobilisation.

1.17.4 The *Contractor* is to ensure no unauthorised entry into site.

1.17.5 The *Contractor* is required to provide a Traffic Management Plan (TMP) for each site.

1.17.6 The *Contractor* is required to provide a Site Waste Management Plan (SWMP) which captures each site.

1.17.7 The *Contractor* is required to remove all waste from site, including hazardous material, at the earliest opportunity using licensed carriers to a licensed recycling or disposal facility. The *Contractor* is to retain all disposal/transfer notes to verify compliance with Duty of Care regulations throughout the duration of the delivery phase.

1.17.8 The *Contractor* is to reuse site won material where possible, ensuring compliance with the engineering and chemical characteristics detailed in the proposed design and the associated specification.

1.17.9 The *Contractor* shall promptly remove mud and debris along any public access routes, driveways, footpaths and carriageways caused as a result of the *works*.

1.17.10 The *Contractor* is responsible for carrying out Invasive Non-Native Species (INNS) surveys at each site. The surveys need to identify the presence or absence of any INNS and will include any areas impacted by the *works*, such as the work area, compound and access routes.

1.17.11 The *Contractor* is responsible for carrying out surveys of protected species, such as bats, water voles and otters, where required.

1.17.12 The *Contractor* is responsible for carrying out any ecological surveys, including nesting bird checks.

1.17.13 The *Contractor* is responsible for determining the most appropriate location of each site compound and access.

1.17.14 The *Contractor* will adhere to the *Clients* Check, Clean Dry process as noted in the SHEW CoP.

1.17.15 The *Contractor* will ensure good industry practice is implemented to ensure pollutants and contaminants from site operations and compounds do not enter the local ecological systems, such as sediment/silt prevention measures for in channel works, onsite spill kits and no refuelling within 10m of a water course.

1.17.16 The *Contractor* is responsible for any tree and vegetation clearance required to carry out the *works*.

1.17.17 The *Contractor* is to be aware that any trees that are removed during the works are to be notified to the *Client* prior to removal and replaced by the *Contractor* using a 5:1 ratio.

1.17.18 The *Contractor* is to provide protection of the installed *works*, where required. Defects and any other damage and imperfections must be corrected prior to Completion. The *Contractor* is to ensure the *works* are in an acceptable condition for inspection and acceptance by the *Client*.

1.17.19 The *Contractor* will scope, procure and supervise any ground investigation and site investigation works which may be required to complete the design of the *works*.

1.17.20 The *Contractor* will prepare and submit an interpretive technical note relating to this and all other site investigations.

1.17.21 The *Contractor* shall ensure that during construction works the noise and vibration created does not exceed limits stipulated in the "Noise at Work Regulations" and the Environment Agency's Minimum Technical Requirements. Departures from the Minimum Technical Requirements for noise must be submitted for acceptance prior to providing the associated method statement.

1.17.22 The *Contractor* shall ensure that the correct signage is in place for the *works*. The *Client* can provide promotional signage for works at locations that are clearly visible to the public.

1.18 Carbon

1.18.1 Carbon is to be managed in accordance with the SHEW CoP and LIT 7067.

1.18.2 The *Client* will issue Carbon Modelling Tool (LIT 14605) to the *Contractor* for each site.

1.18.3 The *Contractor* will complete the Carbon Calculator (LIT 14604) on completion of the delivery phase to capture all carbon data from the detailed design and delivery phase. The *Contactor* will submit the carbon calculator (LIT 14604) to the *Client* for verification.

1.18.4 The *Contractor* is to produce a Carbon Appendix, once LIT14604 has been verified, and issue to the *Client* for acceptance

Section 2. Description of the *works*

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

The *Client* has identified that detailed design and construction works for the FCRM assets are to be carried out at the following sites:

Sale Ees FSR Culvert Repairs: Following S10 Inspection, Recommendation by inspecting engineer following S10 inspection - Outlet Culvert: Where identified in the November 2023 survey results,

remediate the spalled concrete and the poor bed repair to manhole MH03. Other defects should be examined and, where considered potentially significant, remediated as necessary

It is anticipated that these works will be undertaken across 2 years:

2025/26 works will include Surveying the 3nr manholes to identify the issues highlighted in a previous report and note any further deterioration; complete a detailed design for the works

2026/27 works will include repairing the issues identified in the survey.

Refer to the document **231130 titled "Sale Ees FSR Outlet Culvert Survey"** to identify the previous issues raised in the outlet culvert and assist with the decision making of refurbishment accordingly. Inspection Engineer Comments from November 2023 include remediation of the spalled concrete, and the poor bed repair to manhole MH03, Other defects should be examined and were considered potentially significant, remediated as necessary.

Atherton Lake:

Assets location map. Address: Lilford Park, Elmridge, Leigh, Greater Manchester, WN7 1HN.
What3Words: /// flies.vibes.monkey

Assets location map. Address: Lilford Park, Elmridge, Leigh, Greater Manchester, WN7 1HN.
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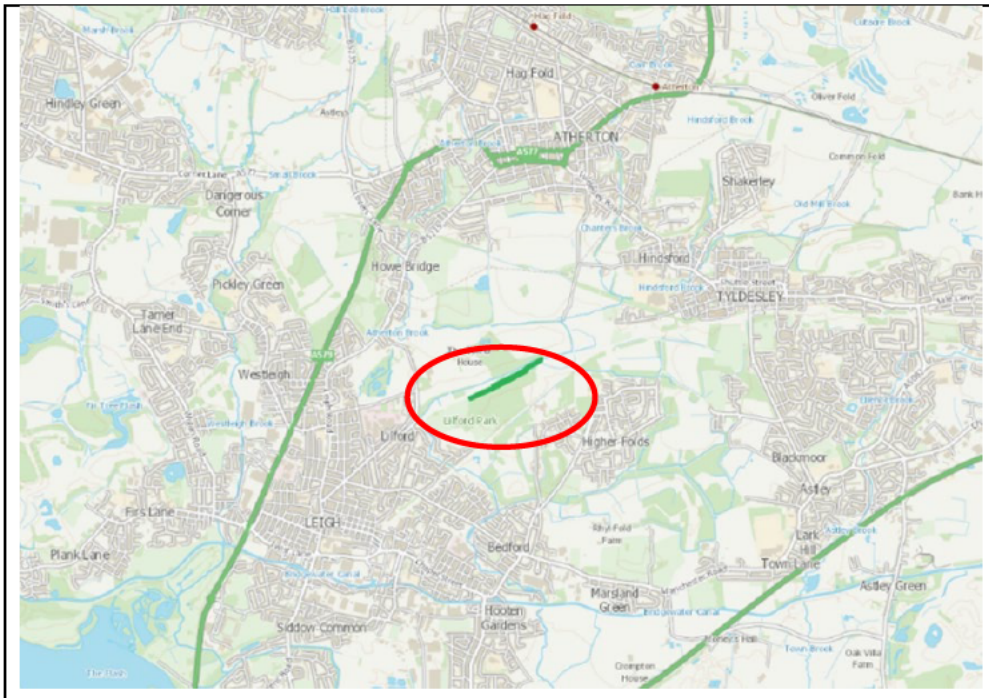


Red line site boundary of the assets. 134195 is shown in yellow with 48559, 126952, 142621 shown in green. Access to site denoted by a blue star to the South West of the site.

Image 1. Asset 134195, Embankment crest undulating with proposed kerb line placement.

Image 2. Overwide section at ///cigar.plans.closer

Image 3. Failing timber revetment board along toe at W3W location ///cans.vouch.banks.

Image 4. Failing timber revetment board US of footbridge across Red Waters ditch.

Image 5. Asset 134195, Red Waters Ditch culvert inlet with proposed deflector location. Damage to bank US.

Image 6. Asset 134194, pedestrian ramp to be replaced with bound surface. Timber fence to be replaced and crest-shoulder transition remedied. Please use EA Access for all for specification guidance.

Image 7. Example of eroded Right Hand Bank due to surface water inflows into Red Waters Ditch from adjacent Woodland.

Access Plan to Atherton Lake Flood Storage Reservoir.

Access and Egress restricted to embankment crest and requiring a banksperson for plant movement around site due to presence of public and animals.

Inspection submitted on behalf of JG. Works identified during Atherton Lake FSR S12 statement - Atherton Lake FSR Main Left-hand embankment requires review and replacement of failed revetment at various locations at the Red Waters Ditch (Landward) toe of the embankment, particularly at ///system.lodge.cakes. Red Waters Ditch Channel requires desilting/regrading to ensure appropriate flows towards outlet culvert - consideration should be given to installation of a flow deflector arrangement to ensure flows from the northern end of Red Waters Ditch are directed into the outlet culvert efficiently.

These works are being undertaken across 2 years:

2025/26 works will include full topographical survey and detailed design to pick up low spots in the embankment crest and scour locations along the toe. This will include an in channel topo survey including cross sections at a specified internal of 25-50m in line with previous surveys. 2025/26 works also includes bed level checks on the red waters ditch and optioneering for correcting flows; undertaking tree and vegetation removal and reviewing water inflows to Red Waters Ditch from the adjacent woodland to complete a detailed design to reduce risk of damage to the Embankment.

2026/27 works will include ; repairing the toe of the embankment;accepted detailed design of the flow deflectors at Red Water Ditch; replacing the pedestrian footpath using a bound surface; reinstatement of timber fence near the crest; replacing the falling revetment boards along the toe of the Embankment.

Please Note – The Optioneering Works to correct flows in Red Waters Ditch (25/26) is likely to result in a Construction Activity for 26/27. As this is Contractor led, this is currently not included from Price List as this is unpriceable and the construction for this activity may be added to the contract as a Compensation Event.

Perform a Topographic Survey to Identify low spots on the Crest level:

- Length 250m / 350m , Crest width 3m, embankment height from ground level assumes 2.5 / 2.7m height.
- Intermediate spot levels every 25m, toe of embankment, level at each side of the crest (top of bank), (tarmac/ stone track), and bottom of embankment. Every 50m full Cross sections to get a clear understanding of existing Embankment condition / levels.
- The full cross section is required to understand the low spots are on the embankment crest. The survey is to also include any scour at the toe of the embankment adjacent to Red Waters

Ditch (near the woodland), and also for the full length of the embankment.

- Survey to also include Red Waters Ditch, each side of the bank top, and bed levels every 50m, to also include soft bed level and hard bed level, (circa length 150m width varies from 1.2m to 4m depth of soft silt level for the length assume for pricing purposes 200mm/ 400mm of silt to be removed and taken to our depot at Leigh).
- Full survey of the access track that runs at the rear of the embankment down to the footbridge and spot levels either side of bridge start and end in the woodland, also get soffit level of the bridge.
- Length of stone track L 28m W 4m. Also include within the survey is to include the timber fence on the side of the crest and include the key clamp railing on the right of the track/ access ramp down to the woodland, circa L 28m W 4m depth to be 200mm / 300mm

Review bed levels and flow, Red Ditch water, propose how the flows can be improved:

- Given the topo survey is carried out this will be the start of the design input to get the ditch to run towards the culvert which has a trash screen. From the topo survey and knowledge of the current flow, the design would benefit from bed checks across the channel. The results from these bed checks will need to be in agreement with our Geomorphology team and FBG officers.

Complete Detailed Design for the low spots on the Embankment and to Reservoir Standards:

- Please refer to the Plans and Photos attached in the Site Information Pack, Named Atherton Lake.
- The design, following the topo survey will be to fill the crest low spots with like for like and allow for settlement approximate lenth 600 LM by approx 3.5m. Assume 200 mm depth, tbc with Panel Engineer.
- Once the topo has been completed and low spots identified this will then lead into the design stage with input from the Panel Engineer. For pricing purposes assume the following, 1000 / 2000 T of topsoil to be spread and levelled at the identified locations and allow for settlement, circa 150mm / 200mm.
- Grass seed area upon completion using a suitable grass seed mix on agreement with FBG /Parks team members. Area to seed approx. 200m2.

Tree Removal/Vegetation Management:

For pricing purposes assume 6 cubic m of timber of which will include 10nr tree removal and localised vegetation clearance. A ratioof 1:5 trees will need to be replanted for every tree removed – requirements to be coordinated with land owner ie. Species of trees.

Repair the toe of the embankment:

- Remove existing rotten timber boards
- Replace with a greener solution rather than timber. This would require consultation and approval by the FBG team.
- For pricing purposes assume the linear length of 200m

Replace the sloped pedestrian footpath, ensure its DDA Compliant:

- For pricing purposes assume track dims are L28 m W4 m and depth assume 200mm finished with rough surface to aid grip, or similar.
- Reinstate timber fence, like for like & the Kee Clamp rails opposite the timber fence:

- For pricing purposes assume timber fence to be L 28m Height 1.5m. L 28 m Kee clamp replace like for like height 1.3m /1.4m

Replace the failing timber revetment boards along the toe of the embankment

Please see Repair Toe of the embankment above.**Riverward embankment face reprofiling may be required:**

For pricing purposes assume the following. L 100 m allow for reprofiling to existing embankment. Circa 3/4 days machine work and operator and 1 or 2 gangers.

Bedford Pumping Station:

Works will take place across two years;

In 2025/26 *The Contractor* will conduct a full structural survey of upstream and downstream of the pump station, including the pump station building and roof space. Also in 2025/26 the *Contractor* will complete a detailed design on the full replacement of the Control Building.

In 2026/27 The Construction works will consist of various concrete and mastic repairs around the pump station, and replacement of the Electrical Inlet Building.

Conduct full structural survey of channel sides both upstream and downstream of the pump station, and the pump station building itself, including the roof:

- Appoint a fully qualified surveyor who can carry out a full detailed structural survey of the following items to ascertain the reason for cracks in the buildings and walls. The survey needs to include the survey report as well as potential remedies for the crack / movement joints etc at the following assets that are showing signs of movement, these being:-
- Walls D/S of the pump station, please see attached photos in the **Site Information Section**.
- Full structural survey of the channel sides both U/S and D/S of the pump station, the pump station building itself, including the roof.

Pump station building, Repair concrete on both sides of roller shutters on entry into building. Assess lintel and repair if required. Mastic infill all construction joints:

- The pre-cast concrete panels that are part of the pumping station roller shutter doors have signs of spalling on both left and right sides of the frame at the bottom of each panel, potential water ingress on the soffit panel also. Survey all channel walls
- Repair both right and left PCC panels assume for costing purposes, L 200 mm / 250 mm W 210 mm D 100 mm

Walls downstream of pump station mastic infill all construction joints:

- Chase out cracks on the wall's D/S of the pump station, and seal with suitable flexible sealant which is environmentally friendly to the watercourse.
- Check also walls showing cracks / movement mainly above the door to the substation on the right. Chase out and re point 1.5m2

Electrical Control building on left bank (772075):

- Electrical inlet building has major cracks from top right of door entry to the top right of building. Full replacement is Required, including demolition, managing power and reinstatement. This asset is owned by Electricity Northwest who are the only key holders and will need to be

contacted. Asbestos Survey has been carried out on the building and details can be provided by Leigh Depot.

-

Fitchett's Gutter

The works are required to be completed, in entirity, throughout 25/26. Roughly around 5-10m of erosion has occurred to the end of the embankment where it links into the natural high ground.

Water is building up and unable to get through the culvert underneath Parkgate road and due to the dip in the embankment water is overflowing onto the Road and causing flooding into the surrounding area. Therefore, the low spot needs topping up to stop water overflowing the embankment.

Currently there is a contingency plan in place of sandbags and wooden crate to fill the gap until works can be completed.

Japanese Knotweed is growing on the embankment but due to time frames on the engineering deadline there is not enough time required to treat and stop the growth of the Japanese Knotweed . Should JPK be found on site and needs to be removed it will need to comply with the required regulations for dealing with JPK and brought to the Clients attention.

A topographic survey is needed to provide an understanding of height needed to infill the low spot and where the embankment needs extending into the high ground.

- For costing purposes assume the length to survey 15m / 20m long, of existing small embankment approx. 0.5 m high 1.2 m width. Small area where fence panel is, remove fence panel and replace with a clay bund 0.7 m high,1.2m wide tie into high ground. Assume 3 tonne of clay and Topsoil, seed new bund. Place 8 to 10 tonne of topsoil tie into high ground either side of the bund. Allow for 200mm settlement.

Tree removal / vegetation management.

- For costing purposes assume 10 / 20 square metres of small trees and vegetation management.
- Assume 5 to 10 m3, mixture of wood and vegetation

Removal of sandbags and wooden crate

For costing purposes assume 10 to 20 small sandbags and one wooden crate

Japanese knotweed is to be dug out and taken offsite to a registered waste facility.

- For costing purposes assume 5 to 10 m3 of Japanese Knotweed

Strongstry Embankment:

Asset 96053 is a 500m long raised earth embankment that is sat within a privately owned field in the hamlet of Strongstry, Ramsbottom, BL0 0PB. The raised bund was formed in 2018/2019 by the EA as part of a pre-cursor to the Irwell Vale FAS that was to protect a few properties from flooding between the Irwell Vale community, down to Chatterton (Strongstry Embankment Realignment works (757873)). The bund was formed in advance of the scheme to efficiently utilise Capital RECON funding to better protect 34 properties within the community of Strongstry.

The formation of the bund utilised material excavated across the field to avoid bringing in raw material for the mass fill of the structure. As a result, the ground level across the field was reduced by roughly 300mm. Following completion of the embankment the FAS has been shelved due to a funding gap and the embankment left within the field serves no flood risk function since it does not tie into high ground at the Southernmost extent. Following modelling undertaken in 2024, the embankment has been shown to provide no benefit to the community, with the exception being a negligible benefit to the landowner themselves and at a 1% AEP event. Since the asset is uneconomical to continue maintaining, conversations have been had with the landowner over their needs for the asset and it has been decided that demolishing the bund is the most feasible option that meets both the landowner needs and the EA desire to remove an uneconomical asset.

INNS Survey and WAC Test

- Complete an INNS Survey of the Embankment, as well as WAC Test - to understand the contents and build up of the existing asset – there are concerns that there are some contaminants and invasive species in the Embankment, and this will validate the claims and determine the use of the material on site
-

The Birket

- This is a 1 year project and works are suspected to be complete in year, 2025/26
-
- The flood wall currently protects the area surrounding the River Birkett. Inspectors have noticed significant plant growth in joints of the wall. However, this has not changed the instability of the wall, but gaps can cause leaking during high flows of the River Birket. It has also been recorded that due to the height of the wall being less than 1.m, children and teenagers have been able to access the top and climb onto it and is now a PSRA issue. Steeple bricks have been added to both ends of the wall to deter this, but children are still accessing the crest of the wall. Temporary measures likely to be needed in the form of Herras fencing for PSRA.
-

Vegetation cut on landward face to access wall to fully assess condition of wall:

Once vegetation is removed, the *Contractor* is required to survey the wall both sides to get a better understanding of the condition of the wall. Check wall ties are intact. The inner wall is Cast in situ concrete stem wall and for costing purposes assume length of vegetation clearance to be L 60 m , approx. 20 m2 both sides Brick Cladding, evidence of lack of wall ties, check for these and design a way forward to ensure the integrity of the wall is solid. Cost for wall ties, recommend the spacing for wall ties and cost accordingly.

Rake out loose mortar and vegetation of the cracks and joints of wall:

- For costing Purposes assume the following, L 60 m , H 1.2m n less in other parts. Width twin brick wall 130mm. All worn and loose mortar in joints to be chased out to a good base and re pointed and sealed.

Infill joints and gaps with mortar to prevent water ingress:

- Rake out old, damaged sealant in movement joints and replace it with new sealant which is an environmentally safe sealant. Depth to be determined by Contractor as part of the design and costed.

Steeple bricks to be added to the crest of the wall (Length of wall 56.14m):

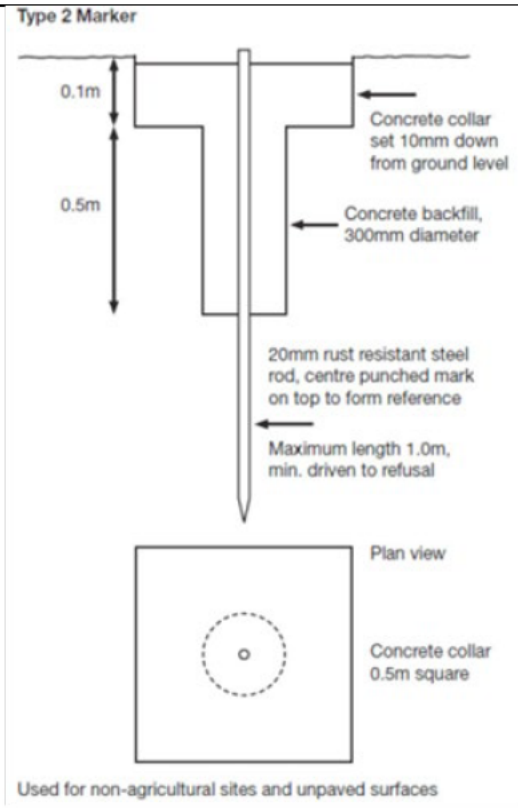
- New Steeple bricks to be securely cemented in on a bed or mortar and all joints sealed accordingly, both sides of wall if applicable.

3. Drawings

Need separate dwg numbers

List the drawings that apply to the contract.

Drawing Number	Revision	Title
231130	1	Sale Ees FSR Outlet Culvert Survey

	Plan type 2 Basin Monitoring Pin design-For Atherton Lake. GST	

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes
SHEW COP applicable for all works.	09/24	

Spec for Compound and location they propose to use. With plans		
OI 110_07 Technical Design Detail – Embankment	V1	
Working hours stipulated.		
Waste management, and segregation of different materials		
EA Access for All – Tracks, Ramps details	September 2012	

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

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

FRAPs – Influenced by in channel working; assume only Sale Ees needs a FRAP at this stage.

Atherton Lake : Design Input from Reservoir Construction Engineer; S12 Deadline of 2029; Possible Restricted Working hours within the Park;Public area with Pedestrian Segregation and Footpath Diversions needed.

Bedford Pumping Station: Parking is limited at Leigh Depot and the team will need to be notified of when access and parking is needed; ENW have the access keys to the inlet building so design for replacement will need to be agreed with them.

Sale Ees: Work will need to be programmed for the summer April to November as the EA are less likely to operate the flood storage reservoir

Finchetts: Some areas of Private Land – requires early engagement from a EA representative; Potential need of a FRAP (mentioned in the brief); Pedestrian path and road next to working area – footpath will need to be closed and road partial closure; Evironment Agency's FBG need consulting throughout the design stage; Japanese Knotweed is in the working area and biosecurity procedures must be followed.

The Birket: Limiting pollutants into the watercourse; pedestrian access; areas of private land will benefit from early engagement from an EA representative.; Bat survey required due to cracks and gaps in the wall; Himalayan Balsam and Japanese Knotweed recorded along the Birkett and biosecurity procedures must be followed.

Strongstry: Bat roost potential; Breeding birds between Mid-March and End of August; Japanese Knotweed and Himalayan Balsam identified along the river corridor of which HB has been noted on the southern extent of the embankment.

5. Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).
The *Contractor* submits his programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which they submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following: (a) Period required for mobilisation/ planning & post contract award (b) starting date (c) Each of the activities listed within the Price List (d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks. (e) Completion date

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

Describe what the *Client* will provide, such as services (including water and electricity) and "free issue" Plant and Materials and equipment.

I will add site information here and any site specific items that may be applicable.

Item	**Date by which it will be provided**

Site Information

N/A

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	Aqua Consultants Form of Contract:	Design & Surveys NEC4 ECSC Subcontract
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	