NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response Framework

Lot 3 Vegetation Management, Landscape and Habitat Creation

A contract between	The Environment Agency	
	Horizon House	
	Deanery Road	
	Bristol	
	BS1 5AH	
And	Ground Control Ltd	
For	Stanney Brook NFM	
	Contract Forms	
	- Contract Data	
	- The Contractor's Offer and Client's Acceptance	
	- Price List	
	- Scope	
	- Site Information	

The Client's Contract Data

Address for communications Address for electronic communications [relevant Project Manager] The Contract Administrator is Name Address for communications Environment Agency, Horizon House, Deane Road, Bristol, BS1 5AH The Contract Administrator is Environment Agency, Richard Fairclough House, Knutsford Road, Warrington, WA4 1HT Address for electronic communications The works are Natural Flood Management (NFM) works in three defined areas, along Stanney Brook in Rochdale These include (but are not limited to) earthworks, bunds, leaky dams and planting. The site is Along the Stanney Brook watercourse, East of Rochdale town centre, OL16 4FX. Between E/N coordinates 391648, 413003 (downstream) and 392179, 412120 (upstream). The Red Line Boundaries are shown below.	
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The starting date is 20 th October 2025	
The completion date is 13 th August 2026	
The delay damages are	
The <i>period</i> for reply is 2 weeks	
The period between completion of the <i>works</i> and the <i>defects</i> 52 weeks date is	
The defects correction period is 4 Weeks, except that	
The defects correction period for N/R N/R	
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: TBC

In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Landscape Institute 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.

Red Line Boundaries - Areas 1, 2 & 3



The Client's Contract Data

The interest rate on late payment is		% per co	mplete week of	delay.
Insert a rate only if a rate less than 0.5%	per week of de	elay has b	oeen 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	£100,000			
The Client provides this insurance	None	None		
Insur	ance Table			
Event	Cover		Cover provide	ed until
Loss of or damage to the works	1.2x the repl	acement	The Client's of Completion been issued	
Loss of or damage to Equipment, Plant and Materials	1.2x the repl	acement	The defects 0 has been issue	
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 £5 in respect of claim without the number of	of every limit to		
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 by the applica			
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the <i>works</i>	Minimum £2 in respect of claim without the number of	of every	6 years Completion whole of the earlier termina	
The Adjudicator nominating body is	The Landscap	e Institute)	
The tribunal is	Litigation in th	e courts		

The Client's Contract Data

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions

2017 011	the following additional conditions
Z 1	Sub-contracting
Z1.1	The <i>Contractor</i> submits the name of each proposed <i>subcontractor</i> 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 <i>subcontractor</i> until the <i>Client</i> has accepted them.
Z1.2	Payment to <i>subcontractors</i> and <i>Delivery Partners</i> will be no more than 30 days from receipt of correct invoice.
Z 2	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 <i>works</i> 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.
Z 3	Confidentiality & Publicity
Z3.1	The Contractor may publicise the works only with the Client's written agreement.
Z 4	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.
Z 5	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.
Z 6	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The Contractor designs the parts of the works which the Scope states they are to

Z6.3	The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law.	
	The Contractor does not proceed with the relevant work until the Client has accepted this design.	
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.	
Z 7	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 <i>Contractor</i> and <i>subcontractors</i>	
	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	
Z8	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> .	
Z 9	Termination	
Z9.1	Delete the text of Clause 92.3 and replace with:	
	If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.	
Z10	Data Protection	
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract	
Z11	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	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.	

Z13	Contract Administrator		
Z13.1	Under Clause 14.5, the <i>Client</i> delegates their actions defined in the contract to the <i>Contract Administrator</i> except for:		
	Client's acceptance of the Contractor's Offer to Provide the Works		
	Clause 16 Access to the site and provision of services		
	Clause 51 Payment		
	Clause 82 Recovery of Cost		
	Clause 83 Insurance		
	Clause 90 Termination		
	The <i>Client</i> may replace the <i>Contract Administrator</i> after they have notified the <i>Contractor</i> of the name of the replacement.		
Z14	Inflation		
Z14.1	At the Contract Date the total of the Prices includes sums to cover inflation until Completion.		
	On each anniversary of the <i>starting date</i> from certified Completion until the <i>rectification date</i> the Prices for remaining <i>works</i> are adjusted for inflation. The inflation adjustment is calculated for each item in the Price List for remaining <i>works</i> by adjusting the Prices by the latest CPI rate on the anniversary of the <i>starting date</i> published by the Office of National Statistics.		

The Contractor's Contract Data

	The Contractor is	
Name	Ground Control Ltd	
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is	10	%
The people rates are	Framework Rates	
category of person	unit	rate
Site Based Staff		
Contracts Manager	Day	
Site Manager	Day	
Site Operative	Day	
Non Site Based Staff		
Environmental Specialist	Hr	
H & S Manager	Hr	
Admin staff	Hr	
The published list of Equipme	ent is	CEMAR
The percentage for adjustmen	nt for Equipment is	10

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The Sub-contractors identified in the table below are accepted by the *Client* under Clause Z1.

	T	
	Name and address of proposed subcontractor	Nature and extent of work
1.		TBC
	Form of Contract:	
2.		
	Form of Contract:	
3.		
	Form of Contract:	
4.		
	Form of Contract:	

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*.

an amount to be determined in accordance with these conditions of contract.		
The offered total of the Prices is	£250,194.73	
	Enter the total of the Prices from the Price List.	
Signed on behalf of the Contr	ractor	
Name		
Position		
Signature		
Date	18-7-25	
The Client accepts the Contra	actor's Offer to Provide the Works	
Signed on behalf of the Client	[signatory in accordance with FSOD requirements]	
Name		
Position		
Signature		
Date		

Price List

This Price List is a summary using the subtotals from the detailed price breakdown, which is in turn derived from the *Contractor's* rates in the Lot 3 Pricing Workbook.

Ref	Description	Sub total £	
Stanney	Stanney Brook Natural Flood Management Scheme		
Α	Pre-construction Items / Preliminaries		
A1	Prepare, submit and obtain the necessary consents, permits, licenses and agreements that are required to deliver the works (including FRAP for all works).		
A2	Carry out any surveys required for the works including but not limited to environmental / ecological surveys, Invasive Non-Native Species surveys, preconstruction surveys.		
A3	Compliance with SHEW CoP and PCMT including RAMS, CPP, all relevant PCMT deliverables and GPR Survey.		
A4	Preliminary costs for the delivery phase (breakdown of items to be provided).		
A5	Mobilisation and site setup, including: Provision of all accommodation, services and facilities as is necessary to complete the works Hire periods for duration of all works Maintenance to keep in clean condition		
A6	Mobilisation and provision of plant, machinery, other equipment and workforce to site in order to undertake the works as detailed.		
A7	Provision of site security.		
A8	Provision of pump equipment and / or cofferdams to enable dry working installation where necessary.		
A9	Environmental protection and biosecurity measures, to include (but not limited to) spill kits, plant nappies, washing and cleaning equipment, disinfectants etc.		
A10	Sediment control measures to prevent discolouration / siltation of the watercourse.		
A11	Matting for plant machinery to prevent damage to fields whilst accessing and operating on work sites.		
A12	BIM, Exchange Information Requirements, use of Asite and FastDraft as per Client and Framework requirements.		
A13	Project management including meetings, programme updates and progress reporting.		
A14	Method statement, risk assessment, Environmental Action Plan and Emergency Action Plan to be submitted prior to commencement.		
В	AREA 1: Upstream of circular road (see site plan)		
B1	Enhance floodplain storage with construction of clay core bund, diversion and remeandering of channel & lowering of raised bank		

	See B1.1, 1.2, 1.3 detailed within the Scope.
B2	Slow the flow and reconnect floodplain with small living leaky dams See B2.1, 2.2 detailed within the Scope.
В3	Construct living leaky dam combined with earthworks to enhance an existing terrain bottleneck See B3.1, 3.2, 3.3, 3.4 detailed within the Scope.
С	Area 2: Inside circular road (see site plan)
C1	Construct living leaky dams combined with earthworks to enhance existing terrain bottlenecks
	See C1.1, 1.2, 1.3, 1.4 detailed within the Scope.
C2	Slow the flow and reconnect floodplain with small living leaky dams See C2.1, 2.2 detailed within the Scope.
C3	Bund creation and excavation on slope to east side of watercourse See C3 detailed within the Scope.
C4	Scrape excavation between main channel and existing wetland area See C4 detailed within the Scope.
C5	Scrape excavation on E side of watercourse See C5 detailed within the Scope.
C6	Living leaky dam construction See C6.1, 6.2 detailed within the Scope.
D	Area 3: Downstream of circular road (see site plan)
D1	Construct living leaky dams combined with earthworks to enhance existing terrain bottlenecks See D1.1, 1.2, 1.3, 1.4 detailed within the Scope.
D2	Scrape excavation to connect and extend existing wet areas See D2 detailed within the Scope.
D3	Enhancement of existing depression and construction of bund See D3 detailed within the Scope.
D4	Slow the flow and reconnect floodplain with small living leaky dams See D4.1, 4.2 detailed within the Scope.
E	Miscellaneous
E1	Ground investigation and assessment of site-won material – confirm if as-dug ground conditions are suitable for re-use at each proposed earth bund location by trial pit excavation.
E2	Quality management tests and inspections – see 1.9.3.
E3	Rate for sourcing imported clay material is to be provided, should it be required following investigation and assessment. For pricing purposes, the Contractor may assume that all necessary material can be sourced as site-won.

E4	Allow for any other item necessary for the proper execution of the works and not listed in the items above or below.	
F	Completion	
F1	 Reinstatement of site to condition before start of the works. Any making good and removal of temporary works, plant, materials, bog mats, service protection, surplus unsuitable material etc. Soft landscape reinstatement (e.g. any rutting caused, grass / grassland reinstatement, damaged gates, fences etc.) Removal, safe and environmentally sensitive disposal or further processing of arisings or waste from the activities. Any other necessary items for demobilisation as a result of the Contractor's activities, working methods etc. 	
F2	Post-completion survey	
F3	Provision of all information required by the Principal Designer for the Health & Safety File – see 1.14.3.	
F4	Earthworks and clay core bunds – ensuring any seeding and planting establishes (12 months after construction). Living leaky dams – ensure establishment of all willow beyond the construction phase (all planting 12 months after construction). Willow spiling – ensure establishment of all willow beyond the construction phase (all planting 12 months after construction). Scrapes – ensuring any seeding and planting establishes and invasive species are not dominating.	
	The total of the Prices	

The method and rules used to compile the Price List are:

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

When ordering products and constructing the *works*: The measured quantities are given in the Scope and drawings.

The accuracy of dimensions scaled from the drawings is NOT guaranteed. Quantities as listed in the Scope shall take precedent. Immediately obtain from the *Client* (or their Contract Administrator, if appointed) any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings. This includes queries relating to accuracy or the scale stated on drawings.

Scope

1. Description of the works

1.1 Project background

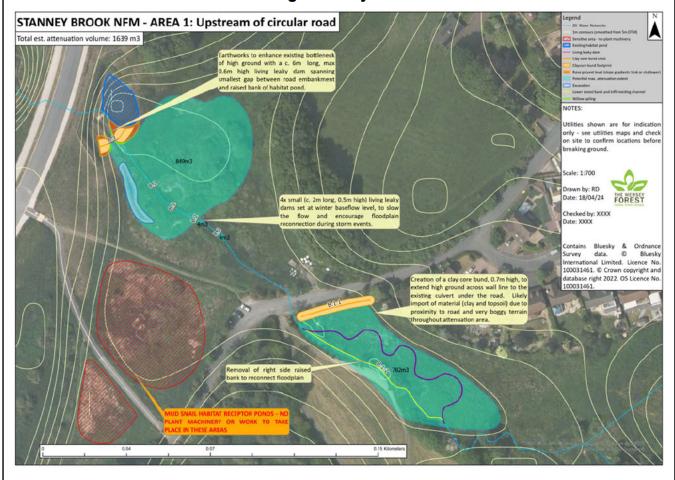
- 1.1.1 The Natural Flood Management works at Stanney Brook will be the final phase of the EA's Radcliffe and Redvales FRM Scheme. Additional flood risk mitigation will be achieved by implementing these NFM works, such that the benefits of the scheme can be realised.
- 1.1.2 The objectives of the project and contract are as follows:
 - Meeting all necessary specifications for the work to be undertaken, both project specific and Framework-wide.
 - Comply with the EA's Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP)
 - Maximise the reuse of site-won material where possible.
 - Adhere to all environmental constraints and mitigations.

1.2 Description of the works

1.2.1 The works are detailed below, for the defined Areas 1, 2 and 3.

Full details are included in the attached drawings and specifications for each area.

Area 1 - refer to the attached drawing: Stanney Brook NFM scheme - Area 1 detail



Enhance floodplain storage with construction of clay core bund, re-meandering of channel & lowering of raised bank.

B.1.1	Construct bund		
	Build a clay core bund to extend existing high ground into the wall line above the culvert under the road, as shown on the site plan. The	1	number
	objective is to temporarily store high flows on the flood plain using the existing culvert as a throttle point. Maximum height 0.7m, with 1:3 slopes or shallower gradient, minimum	146	square metres
	1m wide flat crest at top. Must be keyed into impermeable strata at base, no less that 300mm. Dressed with topsoil and grass seed.	32	linear metres
B.1.2	Re-meander watercourse across floodplain, lower raised bank and infill existing channel		
	Re-meander the watercourse away from its existing path across the floodplain, increasing the length of the watercourse from c. 75m to 118m to slow the flow and reconnect the floodplain. Create a shallow depth channel with gently sloping banks in cross section, allowing the channel to develop a more natural course in future.	118	linear metres
	Lower raised bank (on the RHS of the existing watercourse, looking downstream) to reconnect the floodplain.	75	linear metres
	Infill the existing channel using material excavated from new channel and lowering of the existing raised bank.	75	linear metres
	Removal, safe and environmentally sensitive disposal or further processing of any arisings that cannot be used on site, or waste from the activities.		
B.1.3	Reinstate ground to former condition (or better).		
	Import clean, uncontaminated topsoil and spread over bunds and any disturbed ground @ 15cm depth. (spreading/dressing).	22	cubic metres
	Wet wildflower grassland seed mix sown onto any disturbed ground @ 4g per m².	0.67	kilograms

Slow the flow and reconnect floodplain with small living leaky dams.

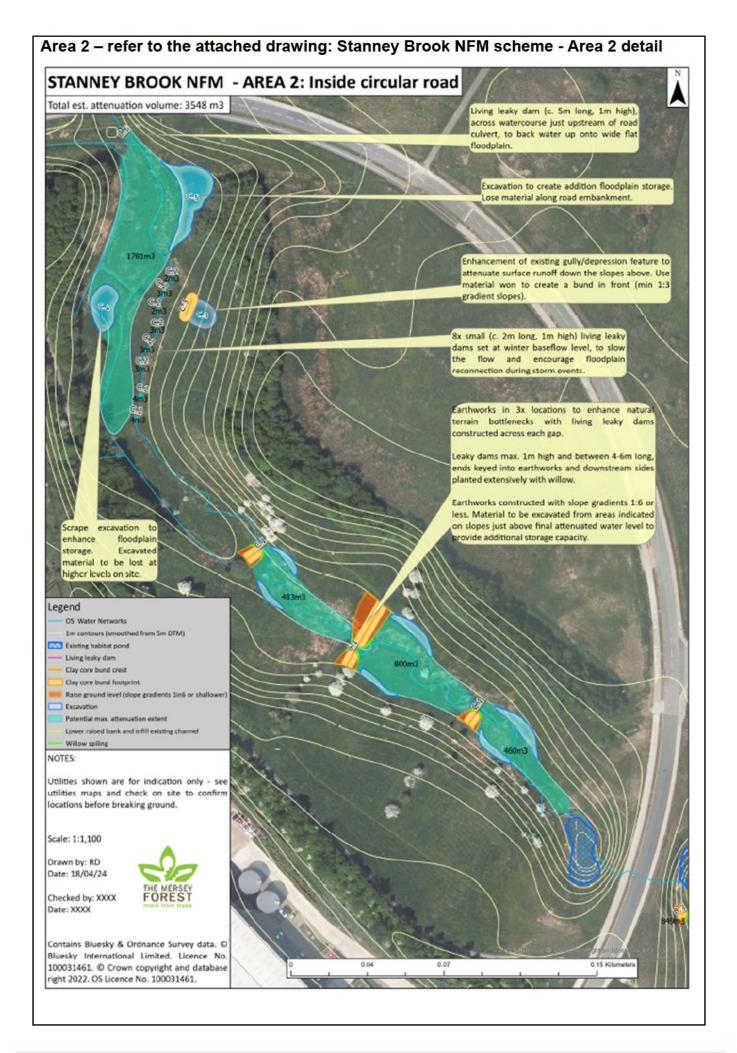
B.2.1	Construct leaky dams, max. height 1m		
	Build small living log jams (average length 2.5m, max height 1m), back	4	number
	planted with willow lengths and staked front and back with strainer posts.	10	linear metres
	Minor bank excavation to allow horizontal timber to be keyed into the banks. Lateral cuts with ditching bucket	8	number
	Install x4 tanalised strainer posts (2400mm long, 150mm diameter) per dam to stake horizontal timbers.	16	number
	Mobilise to site and install sustainably sourced timber for horizontals - ideally freshly cut willow to enhance living material within each structure. Size horizontals to be approximately 25cm mid diameter and extend min. 0.5m beyond channel bank top, allowing keying into bank with each dam	2	cubic metres

	max. 1m high (as close to this height as possible with available material, but no higher).		
B.2.2	Plant hydro hedge on downstream side of each dam		
	Using live willow rods, weave long, thin and flexible horizontal rods around thick upright rods along the downstream face of each dam and ensure cut ends are embedded into soil to create a living willow spiling hydro hedge 1m high.	10	linear metres
	Supply and plant 8 willows per linear metre along the bank top, in a staggered double row with 250mm spacing along the downstream side of each dam. Willows to be small saplings with root balls.	96	number

Construct living leaky dam combined with earthworks to enhance an existing terrain bottleneck.

B.3.1	Construct living leaky dam, max height 0.6m		
J.V. 1		1	number
	Install two pairs of tanalised strainer posts on each bank (2400mm long,	8	number
	150mm diameter) front and back to form uprights to wedge horizontal timbers between.	5	linear metres
	Mobilise to site and install sustainably sourced timber for horizontals - ideally freshly cut willow to enhance living material within each structure. Size horizontals to be approximately 30cm mid diameter and extend min. 0.5m beyond channel bank top, allowing keying into bank. Max. 0.6m high (as close to this height as possible with available material, but no higher).	1.5	cubic metres
B.3.2	Plant hydro hedge on downstream side of each dam		
	Using live willow rods, weave long, thin and flexible horizontal rods around thick upright rods along the downstream face of each dam and ensure cut ends are embedded into soil to create a living willow spiling hydro hedge 1m high.	3	linear metres
	Supply and plant 8 willows per linear metre along the bank top, in a staggered double row with 250mm spacing along the downstream side of each dam. Willows to be small saplings with root balls.	32	number
B.3.3	Excavate scrapes behind bund		
	Excavate scrapes on the higher levels of the floodplain behind the bund to store additional water during peak flows (i.e. set at a slightly higher level so they won't fill during smaller scale events). Scrapes to be created with a gradual sloping profile of between 1:10 to 1:20.	130	square metres
B.3.4	Earthworks to enhance terrain bottleneck		
	Build clay core bund/earthworks to close the 3 existing terrain bottlenecks and key into the constructed living leaky barrier. Minimum slope gradient: 1:6 either side or gentler, at least 1m wide flat crest at top. Must be keyed	2	number
	into impermeable strata at base no less than 300mm and ends of the leaky dam by at least 1m.	115	square metres
	Sensitively source clay on site avoiding existing ponds, mud snail habitat		linear
	areas and stream riparian corridor areas (or import if suitable clay is	9.5	metres
	unavailable) and where the material generated from scrape creation is suitable, use it to help create the clay core earthworks.	64	square metres

Construct willow spiling (0.6m high to match the height of the leaky dam) to provide scour protection around the ends of earthworks on each side of the channel. Using live willow rods, weave long, thin and flexible horizontal rods around thick upright rods along the downstream face of each dam and ensure cut ends are in contact with soil to create a living willow spiling hydro hedge.	18	linear metres
Import clean, uncontaminated topsoil and spread over bunds @15cm depth. Materials and build (spreading/dressing).	18	cubic metres
Wet wildflower grassland seed mix sown onto any disturbed ground @ 4g per m ² .	0.53	kilograms



Construct living leaky dams combined with earthworks to enhance exising terrain bottlenecks.

	Construct living leaky dams, max height 1m	3	number
	Install two pairs of tanalised strainer posts on each bank (2400mm long,	8	number
	150mm diameter) front and back to form uprights to wedge horizontal timbers between.	15	linear metres
	Mobilise to site and install sustainably sourced timber for horizontals - ideally freshly cut willow to enhance living material within each structure. Size horizontals to be approximately 30cm mid diameter and extend min. 0.5m beyond channel bank top, allowing keying into bank. Max. 1m high (as close to this height as possible with available material, but no higher).	4.5	cubic metres
.1.2	Plant hydro hedge on downstream side of each dam		
	Using live willow rods, weave long, thin and flexible horizontal rods around thick upright rods along the downstream face of each dam and ensure cut ends are embedded into soil to create a living willow spiling hydro hedge 1m high.	12	linear metres
	Supply and plant 8 willows per linear metre along the bank top, in a staggered double row with 250mm spacing along the downstream side of each dam. Willows to be small saplings with root balls.	96	number
2.1.3	Excavate scrapes behind bunds		
	Excavate scrapes on the higher levels of the floodplain behind the bund to store additional water during peak flows (i.e. set at a slightly higher level so they won't fill during smaller scale events). Scrapes to be created with a gradual sloping profile of between 1:10 to 1:20.	130	square metres
.1.4	Earthworks to enhance terrain bottlenecks		
	Build clay core bund/earthworks to close the 3 existing terrain bottlenecks and key into the constructed living leaky barrier. Minimum slope gradient: 1:6 either side or gentler, at least 1m wide flat crest at top. Must be keyed	4	number
	into impermeable strata at base no less than 300mm and ends of the leaky dam by at least 1m.	522	
	Sensitively source clay on site avoiding existing ponds, mud snail habitat areas and stream riparian corridor areas (or import if suitable clay is	45	linear metres
	unavailable) and where the material generated from scrape creation is suitable, use it to help create the clay core earthworks.	279	square metres
	Construct willow spiling (0.6m high to match the height of the leader days)		
	Construct willow spiling (0.6m high to match the height of the leaky dam) to provide scour protection around the ends of earthworks on each side of the channel. Using live willow rods, weave long, thin and flexible horizontal rods around thick upright rods along the downstream face of each dam and ensure cut ends are in contact with soil to create a living willow spiling hydro hedge.	43	linear metres
	Import clean, uncontaminated topsoil and spread over bunds. Materials and build (spreading/dressing).	85	cubic metres
	Wet wildflower grassland seed mix sown onto any disturbed ground @ 4g		

Slow the flow and reconnect floodplain with small living leaky dams.

C.2.1	Construct leaky dams		
	Build small living log jams (average length 2.5m, max height 1m), back	8	number
	planted with willow lengths and staked front and back with strainer posts.	20	linear metres
	Minor bank excavation to allow horizontal timber to be keyed into the banks. Lateral cuts with ditching bucket	16	number
	Install x4 tanalised strainer posts (2400mm long, 150mm dia.) per dam to stake horizontal timbers.	32	number
	Mobilise to site and install sustainably sourced timber for horizontals - ideally freshly cut willow to enhance living material within each structure. Size horizontals to be approximately 25cm mid diameter and extend min. 0.5m beyond channel bank top, allowing keying into bank with each dam max. 1m high (as close to this height as possible with available material, but no higher).	4	cubic metres
C.2.2	Plant hydro hedge on downstream side of each dam		
	Using live willow rods, weave long, thin and flexible horizontal rods around thick upright rods along the downstream face of each dam and ensure cut ends are embedded into soil to create a living willow spiling hydro hedge 1m high.	20	linear metres
	Supply and plant 8 willows per linear metre along the bank top, in a staggered double row with 250mm spacing along the downstream side of each dam. Willows to be small saplings with root balls.	192	number

- Bund creation and excavation on slope to east side of watercourse.

Enhance existing depression through excavation. Use site won material (with possible additional import of clay if none available on site) to form clay core bund, maximum bund height 1m, with minimum 1:3 slopes either side or shallower gradient, at least 1m wide flat crest at top, with rock armoured low point to allow controlled overspill. Must be keyed into impermeable strata at base, no less that 300mm. Internal slopes to be shallow to reduce hazard if anyone enters the basin on foot. Dressed with topsoil and grass seed.	1	number
Sensitively source clay on site for bunding avoiding existing ponds, mud snail habitat areas and stream riparian corridor areas. Reinstate ground to former condition (or better) with grass seeding, rolling and harrowing.	82	square metres
As above.	9	linear metres
Locally source large aggregate/boulders for scour protection and install across the constructed low point in the bund at inflow and outflow.	0.5	cubic metres
Wet wildflower grassland seed mix sown onto any disturbed ground @ 4g per m ² .	0.33	kilograms

- Scrape excavation between main channel and exisiting wetland area.

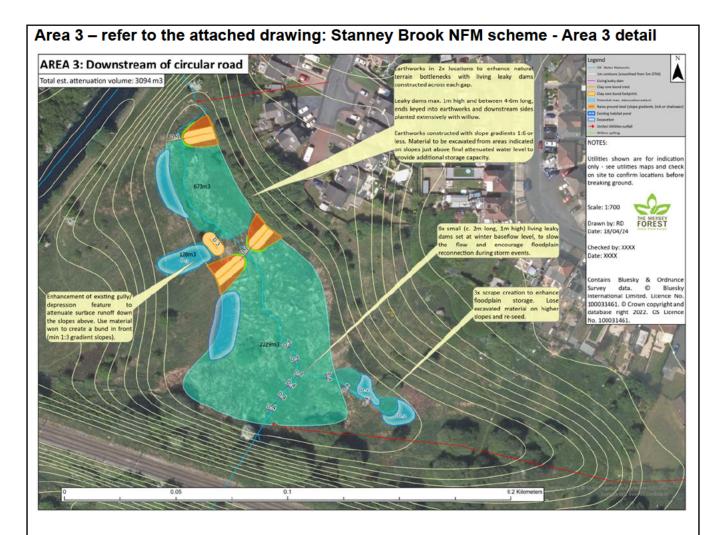
Excavate scrape to max. depth 0.5m/average depth 0.25m, with 1:10 slope profile from sides.	1	number
As above	247	square metres
Wet wildflower grassland seed mix sown onto any disturbed ground @ 4g per m².	1	kilograms

Scrape excavation on East side of watercourse.

Excavate scrape on higher level of floodplain to enhance existing we area and temporarily store water from peak flows, whilst not filling du lower magnitude storm events. Max. depth 0.5m/average depth 0.25 with 1:10 slope profile from sides.	uring 1	number
As above	446	square metres
Wet wildflower grassland seed mix sown onto any disturbed ground per m ² .	@ 4g 1.73	kilograms

Living leaky dam construction.

C.6.1	Construct living leaky dam, max height 1m		
	Install two pairs of tanalised strainer posts on each bank (2400mm long,	8	number
	150mm diameter) front and back to form uprights to wedge horizontal timbers between.	6	linear metres
	Minor bank excavation to allow horizontal timber to be keyed into the banks. Lateral cuts with ditching bucket	2	number
	Mobilise to site and install sustainably sourced timber for horizontals - ideally freshly cut willow to enhance living material within each structure. Size horizontals to be approximately 40cm mid diameter and extend min. 0.5m beyond channel bank top, allowing keying into bank with each dam max. 1m high (as close to this height as possible with available material, but no higher).	3	cubic metres
C.6.2	Plant hydro hedge on downstream side of each dam		
	Using live willow rods, weave long, thin and flexible horizontal rods around thick upright rods along the downstream face of each dam and ensure cut ends are embedded into soil to create a living willow spiling hydro hedge 1m high.	6	linear metres
	Supply and plant 8 willows per linear metre along the bank top, in a staggered double row with 250mm spacing along the downstream side of each dam. Willows to be small saplings with root balls.	24	number



Construct living leaky dams combined with earthworks to enhance existing terrain bottlenecks.

Construct living leaky dams, max height 1m		
Install two pairs of tanalised strainer posts on each bank (2400mm long,	2	number
	8	number
timbers between.	10	linear metres
Mobilise to site and install sustainably sourced timber for horizontals - ideally freshly cut willow to enhance living material within each structure. Size horizontals to be approximately 30cm mid diameter and extend min. 0.5m beyond channel bank top, allowing keying into bank. Max. 1m high (as close to this height as possible with available material, but no higher).	2.8	cubic metres
Using live willow rods, weave long, thin and flexible horizontal rods around thick upright rods along the downstream face of each dam and ensure cut ends are embedded into soil to create a living willow spiling hydro hedge 1m high.	10	linear metres
Supply and plant 8 willows per linear metre along the bank top, in a staggered double row with 250mm spacing along the downstream side of each dam. Willows to be small saplings with root balls.	64	number
	Install two pairs of tanalised strainer posts on each bank (2400mm long, 150mm diameter) front and back to form uprights to wedge horizontal timbers between. Mobilise to site and install sustainably sourced timber for horizontals - ideally freshly cut willow to enhance living material within each structure. Size horizontals to be approximately 30cm mid diameter and extend min. 0.5m beyond channel bank top, allowing keying into bank. Max. 1m high (as close to this height as possible with available material, but no higher). Plant hydro hedge on downstream side of each dam Using live willow rods, weave long, thin and flexible horizontal rods around thick upright rods along the downstream face of each dam and ensure cut ends are embedded into soil to create a living willow spiling hydro hedge 1m high. Supply and plant 8 willows per linear metre along the bank top, in a staggered double row with 250mm spacing along the downstream side of	Install two pairs of tanalised strainer posts on each bank (2400mm long, 150mm diameter) front and back to form uprights to wedge horizontal timbers between. Mobilise to site and install sustainably sourced timber for horizontals - ideally freshly cut willow to enhance living material within each structure. Size horizontals to be approximately 30cm mid diameter and extend min. 0.5m beyond channel bank top, allowing keying into bank. Max. 1m high (as close to this height as possible with available material, but no higher). Plant hydro hedge on downstream side of each dam Using live willow rods, weave long, thin and flexible horizontal rods around thick upright rods along the downstream face of each dam and ensure cut ends are embedded into soil to create a living willow spiling hydro hedge 1m high. Supply and plant 8 willows per linear metre along the bank top, in a staggered double row with 250mm spacing along the downstream side of 64

D.1.3	Excavate scrapes behind bunds		
	Excavate scrapes on the higher levels of the floodplain behind the bund to store additional water during peak flows (i.e. set at a slightly higher level so they won't fill during smaller scale events).	130	square metres
	Scrapes to be created with a gradual sloping profile of between 1:10 to 1:20.		
D.1.4	Earthworks to enhance terrain bottlenecks		
	Build clay core bund/earthworks to close the 3 existing terrain bottlenecks and key into the constructed living leaky barrier. Minimum slope gradient: 1:6 either side or gentler, at least 1m wide flat crest at top. Must be keyed	3	number
	into impermeable strata at base no less than 300mm and ends of the leaky dam by at least 1m.		square metres
	Sensitively source clay on site avoiding existing ponds, mud snail habitat areas and stream riparian corridor areas (or import if suitable clay is unavailable) and where the material generated from scrape creation is suitable, use it to help create the clay core earthworks.	37	linear metres
		235	square metres
	Construct willow spiling (0.6m high to match the height of the leaky dam) to provide scour protection around the ends of earthworks on each side of the channel. Using live willow rods, weave long, thin and flexible horizontal rods around thick upright rods along the downstream face of each dam and ensure cut ends are in contact with soil to create a living willow spiling hydro hedge.	42	linear metres
	Import clean, uncontaminated topsoil and spread over bunds @15cm depth. Materials and build (spreading/dressing).	69	cubic metres
	Wet wildflower grassland seed mix sown onto any disturbed ground @ 4g per m².	1.87	kilograms

Scrape excavation to connect and extend existing wet areas.

Excavate scrape to max. depth 0.5m/average depth 0.25m, with 1:10 slope profile from sides.	1	number
As above	177	square metres
Wet wildflower grassland seed mix sown onto any disturbed ground @ 4g per m².	0.73	kilograms

Enhancement of existing depression and construction of bund.

Enhance existing depression through excavation.			
Use site won material (with possible additional import of clay if none available on site) to form clay core bund, maximum bund height 1m, with minimum 1:3 slopes either side or gentler gradient, at least 1m wide flat crest at top, with rock armoured low point to allow controlled overspill. Must be keyed into impermeable strata at base, no less that 300mm. Internal slopes to be shallow to reduce hazard if anyone enters the basin area on foot. Dressed with topsoil and grass seed.	1	number	
area on root. Bressea with topson and grass seed.			

Sensitively source clay on site for bunding avoiding existing ponds, mud snail habitat areas and stream riparian corridor areas. Reinstate ground to former condition (or better) with grass seeding, rollering and harrowing.	62	square metres
As above.	5.6	linear metres
Locally source large aggregate/boulders for scour protection and install across the constructed low point in the bund at inflow and outflow.	0.5	cubic metres
Wet wildflower grassland seed mix sown onto any disturbed ground @ 4g per m².	0.27	kilograms

Slow the flow and reconnect floodplain with small living leaky dams.

D.4.1	Construct leaky dams		
	Build and Illinian Inc. inc. (account to the 2 feet and 4 feet).	8	number
	Build small living log jams (average length 2.5m, max height 1m), back planted with willow lengths and staked front and back with strainer posts.	20	linear metres
	Minor bank excavation to allow horizontal timber to be keyed into the banks. Lateral cuts with ditching bucket	16	number
	Install 4 tanalised strainer posts (2400mm long, 150mm dia.) per dam to stake horizontal timbers.	32	number
	Mobilise to site and install sustainably sourced timber for horizontals - ideally freshly cut willow to enhance living material within each structure. Size horizontals to be approximately 25cm mid diameter and extend min. 0.5m beyond channel bank top, allowing keying into bank with each dam max. 1m high (as close to this height as possible with available material, but no higher).	4	cubic metres
0.4.2	Plant hydro hedge on downstream side of each dam		
D. 4.2	Using live willow rods, weave long, thin and flexible horizontal rods around thick upright rods along the downstream face of each dam and ensure cut ends are embedded into soil to create a living willow spiling hydro hedge 1m high.	20	linear metres
	Supply and plant 8 willows per linear metre along the bank top, in a staggered double row with 250mm spacing along the downstream side of each dam. Willows to be small saplings with root balls.	192	number

Construction is to comply with CIRIA NFM Manual C802 principles. The *Contractor* must also refer to the A.3 – Stanney Brook - Technical drawings & additional design information for further specific details of:

- A.3.1: Clay core bund & earthworks design information
- A.3.2: Living leaky dam design information
- A.3.3: Scrape design information
- A.3.4: Re-meandering & bank lowering design information

This includes the drawing: ENV0001395C-MMD-NA-MF-DR-LD-B0200_12 Rev02, which provides construction details for the earth bunds, including requirements for the assessment of site-won material.

The *Contractor* is to confirm if as-dug ground conditions are suitable for re-use at each proposed earth bund location by trial pit excavation. For pricing purposes, the Contractor may assume that all necessary material can be sourced as site-won. Care should be taken when sourcing this material from adjacent locations on site. The *Contractor* should consult the *Client* and ECoW prior to doing so.

Trial pit excavation (600mm x 600mm in plan) is to be dug at the same depth, and on the line of, the cut-off trench for each earth bund.

The acceptability of the ground conditions for the earth bund and cut-off trench are to be determined in accordance with the guidance in Table 1 of ENV0001395C-MMD-NA-MF-DR-LD-B0200 12.

In general, the *Contractor* will recommend to the *Client* where re-use of material is suitable, in accordance with the specifications provided. Should specialist advice be necessary to confirm whether material can be re-used, this advice will be provided by the *Client*.

Maintenance requirements of the Contractor are as follows:

Earthworks and clay core bunds

These structures are designed to be low maintenance once vegetation has established. The *Contractor* is to be responsible for ensuring any seeding and planting establishes (12 months after construction).

Living leaky dam

Whilst the cut timber of leaky dams will eventually decay, the living material included within the design is intended to ensure greater longevity.

The *Contractor* is to ensure establishment of all willow beyond the construction phase (responsible for all planting 12 months after construction).

Willow spiling

The *Contractor* is to ensure establishment of all willow beyond the construction phase (responsible for all planting 12 months after construction).

Scrapes

Scrapes are designed to be low maintenance once vegetation has established. The *Contractor* is to be responsible for ensuring any seeding and planting establishes and invasive species are not dominating.

Other Requirements

- The Contractor will be responsible for determining a suitable access route for plant /
 equipment, a compound location and shall provide welfare provisions for staff compliant
 with the CDM regulations and the requirements of the EA's SHEW CoP.
- Sediment control measures are to be implemented by the Contractor to prevent discolouration / siltation of the watercourse. This is an essential requirement, but particularly during the bund works. Sediment control information is to be provided by the Contractor, for review and acceptance by the Client at least 4 weeks prior to mobilisation.
- Wildflower grassland seed mixes will be provided by Emorsgate Seeds (wildseed.co.uk/mixtures/wild-flower-only-mixtures). In wet areas behind bunds, along the stream corridor and scrape areas, an EM8 mix should be used. For drier areas (access / construction areas or the bunds themselves) an EM3 mix should be used
- Removal of, along with safe and environmentally sensitive disposal or further processing of arisings or waste from the activities on site. All waste and arisings must be removed from site and properly disposed of by the *Contractor*.

- Bog mats for plant and machinery (or similar approved temporary matting) are to be used by the *Contractor* to prevent damage to fields whilst accessing and operating on work sites.
- 2. Outside of areas modified to construct the works, the Contractor is to reinstate the site to prior condition (recorded by photographic survey), deemed necessary by Mersey Forest / Landowner / Environment Agency (for example, repairing any rutting caused, grass / grassland reinstatement, damaged gates, fences etc.). This will be subject to the Client's review and approval before demobilisation. Similarly to stated requirements above, the Contractor is to ensure establishment of their reinstatement for 12 months after construction.
- All plant and equipment deemed necessary to undertake the works will be provided by the Contractor.
- A method statement and risk assessment will be submitted to the *Client* at least 4 weeks prior to commencement, for review and acceptance.
- 1.2.2 The Contractor shall maintain the works from Completion until the defects date.

1.3 Contractor's design

- 1.3.1 There is no *Contractor* design in relation to the permanent works. This is as detailed in this scope document and appended drawings / specifications.
- 1.3.2 The *Contractor* is responsible for their own temporary works in order to facilitate the construction in line with their intended methodology. This may include temporary works design where this may be deemed necessary.

1.4 Accommodation

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

1.5 Access to the Site

- 1.5.1 Prior to first entry to the site to undertake physical *works*, the *Contractor* shall record the condition of the site and accesses to the site through detailed photographic and video survey, capturing the existing features affected by the *works*. These surveys are submitted to the *Client* for record keeping.
- 1.5.2 This survey 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.
- 1.5.3 The detailed photographic and video survey shall be repeated by the *Contractor* upon completion. The *Contractor* shall leave the site and accesses to the site in as good a condition as prior to first entry.

1.6 Sharing the Site with the Client and Others

- 1.6.1 In the context of this contract, Others is defined as all stakeholders relevant to the scope of the contract. Rochdale Borough Council are a primary stakeholder to the scheme, being the main landowner, but no activities by Others are envisaged on the land of Areas 1, 2 and 3 for the duration of construction.
- 1.6.2 Where necessary, the *Contractor* shall co-operate with Others in obtaining and providing information which they need in connection with the *works*. No specific requirements are included for the purpose of pricing.

- 1.6.3 The *Contractor* will remain vigilant to the possibility of public ingress, and will maintain safe and secure working areas, both during and outside of working hours. Fencing as segregation and appropriate warning signage should be used where necessary. The *Contractor* shall provide safe footpath diversion routes if needed to undertake the *works*.
- 1.6.4 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.
- 1.6.5 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.
- 1.6.6 The *Contractor* is responsible for liaising with all the relevant Statutory Authorities or Undertakers, including obtaining any licenses, consents or permits required to deliver of the *works*.
- 1.6.8 The *Contract*or shall notify the *Client* of any stakeholder requests for meetings so that the *Client* has the opportunity 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 the *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 Works

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. This shall be used exclusively for all necessary contract administration, including applications for payment, programme submissions, early warnings, instructions, compensation events and quotations.

Use of BIM, Exchange Information Requirements, Asite and FastDraft are defined in the *Client*'s Framework requirements, and should be complied with by the *Contractor*. The marked up as-built drawings as-built drawings shall be uploaded to Asite by the *Contractor* using the correct process and naming convention.

- 1.7.2 The *Client* and *Contractor* attend the following meetings:
- Project start-up meeting prior to commencing the construction phase.
- Monthly progress meetings from the starting date to completion of the works on site. The
 Client confirms the date and venue of these meetings. The Client chairs and records these
 meetings. The format of these meetings is expected to be a site walkthrough, attended by
 both Client and Contractor representatives.
- Weekly Teams call, for brief update of site progress and any risks or issues, to be reported by the Contractor to the Client.

- Monthly commercial meetings from the starting date to completion of the works on site.
 The Client confirms the date and venue of these meetings. The Client chairs and records these meetings as required. These will be scheduled via Microsoft Teams.
- Any further site walkovers as requested by the Client.
- Early Warning meetings as instructed by either Party.
- 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 monthly progress meeting. This report:
- Highlights the progress achieved since the last programme submission.
- Explains any deviation from the previous programme in terms of progress and/or changes to the planned activities,
- Explains what actions are being implemented to mitigate any delay,
- State the Planned Completion when the Contractor forecasts to complete the works compared to the contract Completion Date,
- Details any lost days due to weather,
- Summarises the latest commercial position with detail of the original Prices, the value of implemented Compensation Events, the forecast of unimplemented Compensation Events, the forecast of the Prices.
- Includes site photos of progress achieved since the previous progress report.

1.7.4 The Contractor will:

- Provide environmental toolbox talks to all employees and subcontractors, which are to 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 any key flood contingency actions.
- Be responsible for identifying any existing services that will be impacted by the works, and where necessary install protection to existing services.
- Liaise with utility service providers and / or asset owners to facilitate any proving, testing, spiking and where necessary, diversions.
- Manage the works to ensure compliance with the Client's Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) (LIT 16559).
- Produce an Emergency Action Plan detailing the Contractor's emergency response procedures and actions, to include the potential for flooding. The Emergency Action Plan is to be issued to the Client for review at least 2 weeks prior to starting the construction phase.
- Produce an Environmental Action Plan (EAP) and submit to the Client for acceptance at least 4 weeks prior to starting the construction phase. The Contractor will carry out the works in accordance with the accepted EAP.
- 1.7.5 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.
- 1.7.6 Marked up as-built drawings are to be provided by the *Contractor* within 4 weeks of demobilising from site, suitable for the *Client*'s Health and Safety File.

1.8 Weather Measurements

- 1.8.1 The place where weather is to be recorded is: Milnrow, Lat 53.6105, Long -2.1151
- 1.8.2 The weather measurements are to be supplied by the Met Office and obtained by the *Contractor* (where necessary).

Refer to: https://www.metoffice.gov.uk/services/business-industry/construction/downtime-report-for-extension-of-time

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.
- 1.9.3 The *Contractor* shall carry out (but not be limited to) the following tests and inspections:
 - Earthworks testing / soil sampling of imported material to ensure compliance with Specification for Highway Works.
 - Confirm suitability of as-dug ground conditions at proposed earth bund location by trial
 pit excavation, in accordance with the requirements of Table 1 As-dug Site Ground
 Conditions Guidance on drawing: ENV0001395C-MMD-NA-MF-DR-LD-B0200_12
 Rev02. Each inspection shall be recorded by the Contractor for the Client's Health and
 Safety File.
 - Photographic record of each 'un-engineered earth bund' cut-off trench at formation level.
 - All imported timber must be FSC certified, with the certification to be retained by the Contractor for handover to the Client.
- 1.9.4 The *Contractor* will provide an initial Test and Inspection schedule for the site to the *Client*.
- 1.9.5 The *Contractor* shall give the *Client* a minimum notice period of 1 week, of their intention to carry out any testing.
- 1.9.6 The *Contractor* shall carry out any testing in accordance with relevant British Standards, Eurocodes and the project specification appended to this scope.
- 1.9.7 Until the *defects date*, the *Client* shall instruct the *Contractor* to search for a defect.
- 1.9.8 The *Client* shall notify a defect to the *Contractor* at any time before the defects date.
- 1.9.9 The Contractor shall correct a defect whether or not the Client has notified it.
- 1.9.10 Before completion, the *Contractor* shall correct a notified defect before the end of the defect correction period. This period begins at the later of the completion and when the defect is notified.
- 1.9.11 The *Client* shall issue the defects certificate at the defects date if there are no notified defects, or otherwise at the earlier of:
 - The end of the last defect correction period and
 - The date when all notified defects have been corrected.
- 1.9.12 The *Contractor* and the *Client* may each propose to the other that the scope should be changed so that a defect does not have to be corrected. If the *Contractor* and the *Client* are prepared to consider the change, the *Contractor* shall submit a quotation for reduced Prices or an earlier completion date or both to the *Client* for acceptance. If the *Client* accepts the quotation, it shall change the scope, the prices and the completion date accordingly.

1.9.13 If the *Contractor* has not corrected a notified defect within its defect correction period, the *Client* shall assess the cost of having the defect corrected by other people and the *Contractor* shall pay this amount.

1.10 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 any temporary works and construction
 - Statutory Orders for the closure or diversion of footways, footpaths, cycleways and Public Right of Way
 - All consents and licences necessary for temporary works and compounds
 - Permits and approvals for working in and around utility apparatus
 - Ecological licenses for any protected species
- 1.10.2 The *Client* will be responsible for serving notice on the relevant landowners, in order that the *Contractor* may take entry to Site. A minimum of 4 weeks' notice shall be provided of the *Contractor*'s intended entry. To enable the *Client* to prepare the Notice of Entry, the *Contractor* shall provide their intended methodology (including access routes and compound locations) and a programme showing the intended duration of the *works*.
- 1.10.3 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.

1.11 Health, Safety & Environment

- 1.11.1 The Client's SHEW CoP is applicable to the Contractor in providing the works.
- 1.11.2 The Considerate Constructors Scheme is applicable as per the *Client's* SHEW CoP. The *Contractor* is responsible for registering the project unless otherwise instructed by the *Client*.
- 1.11.3 The Construction, Design & Management (CDM) Regulations are applicable to the works. The Contractor acts as Principal Contractor under the Regulations.
- 1.11.4 The works will only commence once the *Client*'s Pre-Construction Management Tool (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) detailing how they will provide the *works* and submits these to the *Client* for acceptance. The *Contractor* does not commence activities until the relevant RAMS have been accepted by the *Client*. The *Client* has the *period of reply* to respond to the RAMS.
- 1.11.5 The *Contractor* undertakes the actions as defined within their Environmental Action Plan (EAP).

Pollution Prevention / Working Near or Within the Watercourse

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.

All plant and other machinery is to be lubricated with biological / biodegradable oil. Drip trays are required for motorised plant and portable generators on site. Fuel spill kit(s) are to be kept on site at all times throughout the *works* and used in the event of a fuel spill. All staff undertaking refuelling, must know the necessary procedures to adhere to (no refuelling within 10m of a water course) and be trained to do so.

As stated above, sediment control measures are to be implemented by the *Contractor* to prevent discolouration / siltation of the watercourse. Proposed sediment control information is to be provided by the *Contractor*, for review and acceptance by the Client at least 4 weeks prior to mobilisation.

Trees, Plants and Materials

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

Planting stock is to be responsibly sourced through nurseries or suppliers that adhere to national standards such as the Plant Health Management Standard, or that have their own trusted biosecurity policy in place. Planting stock should be sourced from pest and disease-free areas.

Accurate and up-to-date records of all purchases and supplies must be kept, to assist with tracing exercises in the event of an outbreak. Plant and tree stock should be regularly monitored for signs of ill-health, and any suspect symptoms reported using TreeAlert.

Presence of Invasive Species / Biosecurity

Invasive species are present in the general vicinity of the site. The *Contractor* is responsible for carrying out Invasive Non-Native Species (INNS) surveys, identifying 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.

Himalayan Balsam has been reported and observed on site, but other species may be present. Any prior clearance necessary to undertake the works should be identified by the *Contractor*, and included within the method statements and risk assessments compiled for acceptance before commencing construction.

Where invasive species are encountered on site, the Contractor shall:

- Take all necessary precautions to prevent the spread of the invasive species.
- Ensure that any spoil contaminated with invasive species is disposed to landfill in accordance with the relevant regulations.
- Inform the geotechnical and chemical laboratories prior to any samples being dispatched from site.

All staff attending site are to ensure all equipment (including boots, clothing, ropes and saws) is free from soil and organic material before entering and leaving. All tools should be cleaned beforehand as part of routine maintenance, and subsequently before using them on any new site.

Any build-up of soil and organic material on vehicles and machinery must be removed (including cabs, wheels and footwells) before leaving each site. Off-site wash-down facilities should be used regularly.

Contaminated Ground

Should the *Contractor* encounter contaminated soil or groundwater during the *works*, the *Client* shall be informed immediately. Soil samples should be recovered for confirmatory laboratory testing.

Should contaminated materials be encountered, arisings should be placed on sandbagged polyethylene plastic sheeting (ie. Visqueen®) and disposed of off-site at an appropriately licensed facility. Measures to avoid cross contamination with non-contaminated materials shall be employed. Contaminated and non-contaminated samples and arisings shall be stored separately. The *Contractor* should be vigilant to any potential asbestos material, that could be present in excavations for re-use.

Bird Nesting

Bird nesting season (typically March to September) should be considered by the *Contractor* when planning vegetation clearance.

The *Contractor* is responsible for carrying out nesting bird checks. All vegetation clearance should be scheduled in winter months in order to mitigate risk of unlawful disturbance. In the event of any clearance being required during spring or summer months, the *Contractor*'s method statement must have been reviewed and accepted by the ECoW prior to commencing.

Protected Species

It is possible the *Contractor* will encounter protected species during construction, either within or surrounding the watercourse, including accesses. The *Contractor* is responsible for carrying out ecological surveys for protected species, such as bats, water voles, otters, badgers etc. where required.

All site staff should be briefed in the potential for protected species, and the necessary actions if found. This should be detailed in the *Contractor's* RAMS, and if any protected species are identified, this is to be reported immediately to the *Client* representative and ECoW.

Noise and Vibration

Noise and vibration from any plant and machinery should be considered and risk assessed by the *Contractor*, particularly for adjacent sensitive receptors where monitoring may be required (ie. schools, close residential property, members of public etc.).

The Contractor shall ensure that in undertaking the 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.

Buried Services

The *Contractor* is responsible for locating buried services and shall undertake their own services searches to ensure completeness of data. The *Client* shall not be responsible for any omission in data provided under this contract.

The *Contractor* shall conduct checks on the possible presence of underground services prior to any excavation / breaking ground, in accordance with "Specification for underground utility detection, verification and location", PAS 128:2022.

In accordance with "Avoiding Danger from Underground Services", HSG47, the *Contractor* shall check the ground surface at each exploratory hole location with a signal generator and

Cable Avoidance Tool (CAT) and a Ground Penetrating Radar (GPR) survey prior to breaking ground.

The Contractor shall confirm that all locations to be excavated satisfy the minimum safe working distance from third party assets. The services are to be suitably located and marked out, prior to work commencing. The Contractor will request site attendance from utility companies, as necessary. A Permit to Dig system must be in operation at all times when breaking ground.

Segregation and Security of Work Areas

The works involve activities in the immediate vicinity of a series of footpaths and public rights of way and within general public open space. The *Contractor* must pay due regard to public safety at all times during the *works*.

The *Contractor* shall be responsible for the security of the plant, equipment and personnel whilst present on the site.

All working areas shall be securely fenced off for the duration of the works to restrict unauthorised access to the public. Under no circumstances shall plant or equipment or open excavations be left unattended unless adequately secured.

1.12 Procurement of subcontractors

- 1.12.1 In accordance with Schedule 7 Clause 2.1.3, the *Contractor* 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 *Contractor* 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 *Sub-contractors* are selected using best value processes. This requires the *Contractor* to make reasonable attempts to obtain three competitive tenders for all work in excess of £25,000 and undertake a value-based assessment on the submitted assessments. The *Contractor* shall submit this assessment to the *Client* for acceptance.

1.13 Title, Marking and Materials from Excavation and demolition

- 1.13.1 No marking of Equipment, Plant or Materials outside the Work Areas is anticipated.
- 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 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:

- All excavation, earthworks and construction must be fully complete, and all construction plant, and machinery must be removed from site.
- All site perimeter fencing, temporary works, materials storage and waste must be removed from site.
- All public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.
- Any temporary welfare or storage containers will have been removed from site.
- 1.14.3 The following are absolute requirements for Completion to be certified, without these items the *Client* is unable to use the *works*:
 - Provision of all information required by the Principal Designer for the Health & Safety File including but not limited to:
 - Marked-up as-built drawings (if there have been any changes to design).
 - Details for necessary maintenance and aftercare.
 - Records of all identified Tests and Inspections, including photographic records of construction.
 - Completion detailed photographic and video survey, to demonstrate the Contractor's reinstatement to prior (or improved) standard.

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 Following Completion and during the establishment maintenance period, the *Contractor* shall submit applications for payment at quarterly intervals (or half-yearly if agreed with the *Project Manager*).
- 1.15.3 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
- 1.15.4 Applications for payment should include sub-contractor and supplier cost statements.

1.16 SITE PROGRESS MEETINGS

As defined in 1.7 Management of the works

- 1.16.1 Frequency:
 - Site Progress Meeting Monthly
 - Teams Call Progress Update Weekly
- 1.16.2 Location:
 - Monthly meetings on-site Contractor's welfare facilities and site walkthrough
 - Weekly meetings Virtual via Teams
- 1.16.3 Chairperson (who will also take and distribute minutes): Client

2. Drawings

Drawing Number	Revision	Title
ENV0001395C-MMD-NA- MF-DR-LD-B0200_12	02	A.3 - Stanney Brook - Technical drawings & additional design information
N/A	Date: 22/02/24	Stanney Brook NFM scheme - Site Overview Map
N/A	Date: 18/04/24	Stanney Brook NFM scheme - Area 1 detail
N/A	Date: 18/04/24	Stanney Brook NFM scheme - Area 2 detail
N/A	Date: 18/04/24	Stanney Brook NFM scheme - Area 3 detail

3. Specifications

Title	Date or Revision	Tick if publicly available
Specific to this project:	02	
A.3 - Stanney Brook - Technical drawings & additional design information		
 A.3.1: Clay core bund & earthworks design information A.3.2: Living leaky dam design information A.3.3: Scrape design information A.3.4: Re-meandering & bank lowering design information 		
Specific to this project:	-	
Maintenance Requirements - Stanney Brook NFM scheme		
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Minimum Technical Requirements – for AOMR Lot 3		
Exchange Information Requirements (LIT 17641)		
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V 7	
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		
Lot 1 & Lot 3 – Supply Chain Passport Template		
Lot 3 - Vegetation Management Specification		
Exchange Information Requirements (BIM)	V3	
Exchange Information Requirements (EIR)	V3	
Civil Engineering Specification for the Water Industry 7th Edition	March 2011	Yes

4. Constraints on how the Contractor Provides the Works

- 4.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to **Tom Greenwood**. The *Contractor* shall only act upon instructions received from the *Client's* delegate.
- 4.2 All communications from the Contractor to the Client shall be sent to Tom Greenwood.
- 4.3 The *Contractor* shall ensure that embankments, access tracks, fences, hedges, structures etc. found on *site* are not damaged by their activities. Such features are to be fully reinstated to match the recorded standard of pre-condition.
- 4.4 The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted their 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.
- 4.5 The *Contractor* must allow a minimum of 2 weeks to allow the review of their Construction Phase Plan
- 4.6 In order to assess the extent of work, the *Contractor* shall visit the site when pricing the work. The *Contractor* shall inform the *Client* of the time and date of each site visit before going to site.
- 4.7 The *Client* has the contractual right to access the working area as shown on the drawings, (assuming compliance with the *Contractor*'s site rules). The *Contractor* shall be required to determine a suitable access route, and advise the *Client* of their proposed route for acceptance, prior to mobilisation.
- 4.8 Details of the proposed 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 their quotation.
- 4.9 Where applicable, compensation will be agreed and paid by the *Client* (via their 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 their programme, access routes and / or method statements will be passed on to the *Contractor*.
- 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*.
- 4.11 20 working days' notice of commencement of the works shall be given to the Client.
- 4.12 2 working days' notice must be given to the *Client* in advance of completion of the *works*.
- 4.13 All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the *Client*, or their representative.
- 4.14 The *Contractor* shall be responsible for obtaining and / or registering for any necessary waste exemptions.
- 4.15 The *Client* requires emergency contacts from the *Contractor* including the provision of out-of-hours 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*.
- 4.16 No mud or other debris to be deposited on any tarmac areas outside the site access gate, any such material to be removed immediately.

- 4.17 The *Contractor* shall ensure that any service diversions or protection measures required during the works have been arranged and agreed with the relevant Statutory Authority.
- 4.18 No fires may be lit on site unless expressly authorised by the Client.

4.3 Choice of Equipment

- 4.3.1 The Contractor shall choose the most appropriate plant to complete the works.
- 4.3.2 The *Contractor* ensures that all plant is maintained.
- 4.3.3 All Equipment with hydraulic systems shall use biodegradable hydraulic oil.
- 4.3.4 All plant traversing under overhead cables shall be fitted with a suitable height limiting device.

4.4 Permits

- 4.4.1 The *Contractor* is responsible for securing any permits, licenses and consents required to complete the *works*, and shall be responsible for all associated costs.
- 4.4.2 Undertaking the *works* will require the *Contractor* to obtain a Flood Risk Activity Permit from the Environment Agency.
- 4.4.3 The *Contractor* shall ensure the approvals of all necessary permits or consents are received a minimum of 2 weeks prior to commencement of the *works*.

4.5 Working times

4.5.1 The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday). In some instances, it may be deemed necessary for the *Contractor* to undertake weekend working, if required this will be limited to Saturday mornings and subject to advanced agreement with the *Client*.

4.6 Site Restrictions

4.6.1 Not applicable

5. Requirements for the programme

- 5.1 The Contractor shall submit their first programme within two weeks of contract award.
- 5.2 The Contractor shall submit the programme in Adobe PDF and Microsoft Project formats.
- 5.3 The *Contractor* shall show on each programme submitted for acceptance:
- the starting date and their Planned Completion Date
- the critical path
- the dates when the Contractor forecasts to need first access to each part of the Site to undertake physical works
- the order and timing of the operations which the Contractor plans to do in order to provide the works
- lead in periods for materials and sub-contractors
- the order and timing of the work of the Client and others required for the Contractor to provide the works
- provisions for float, time risk allowance, mobilisation, project planning and procedures set out in the contract
- durations and hold-points for consents / permits in order to undertake the works
- land entry notification timescale, and a hold-point for confirmation before mobilising

- 5.4 The *Contractor* shall show on each revised programme:
- The actual progress achieved on each operation and its effect upon the timing of the remaining work
- How the Contractor plans to deal with any delays and to correct notified Defects
- Any other changes which the Contractor proposes to make to the Accepted Programme

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

Guidance

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

Item	Date by which it will be provided
Site Information	Within this document
Hazard Map	Refer to potential or known hazards listed in the Site Information (below)
Statutory Utility Drawings The <i>Contractor</i> is responsible for obtaining updated utility drawings following Contract Award	Included in the Site Information
Fastdraft Access	Starting date
Asite Access	Starting date

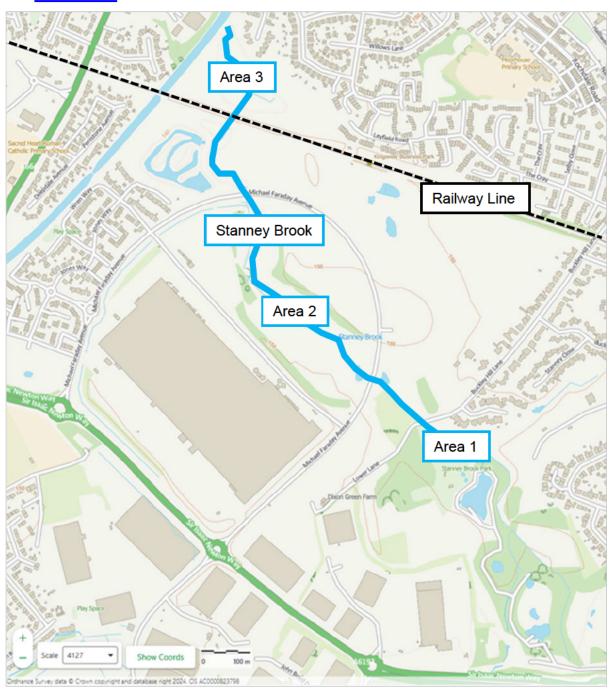
7. Site Information

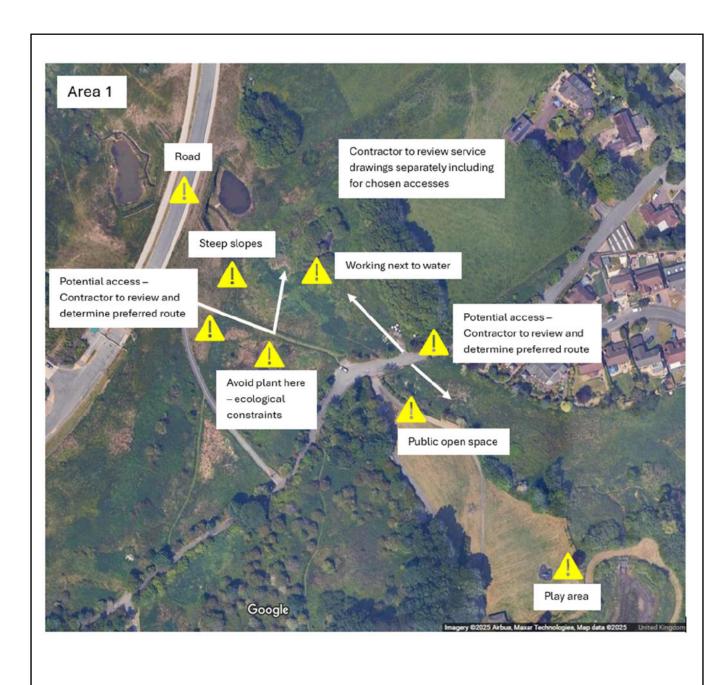
The site

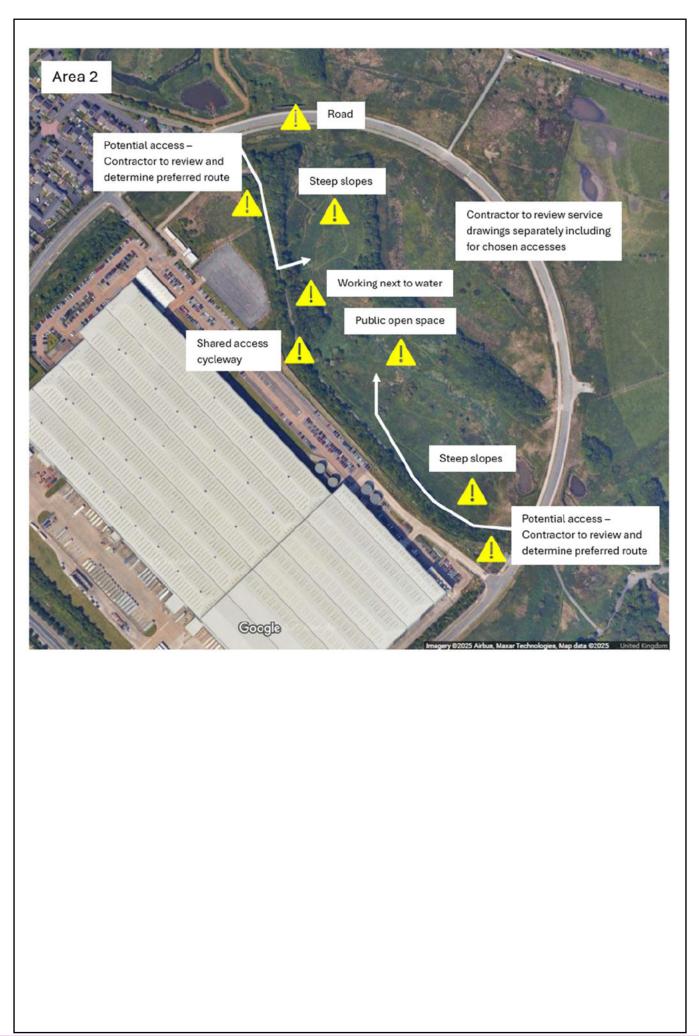
Description: Open rough grassland and wooded areas alongside the Stanney Brook watercourse, bordered by housing estates, industrial units to the south-west, the Rochdale Canal to the north, Stanney Brook Park to the south, and bisected by roads and railway.

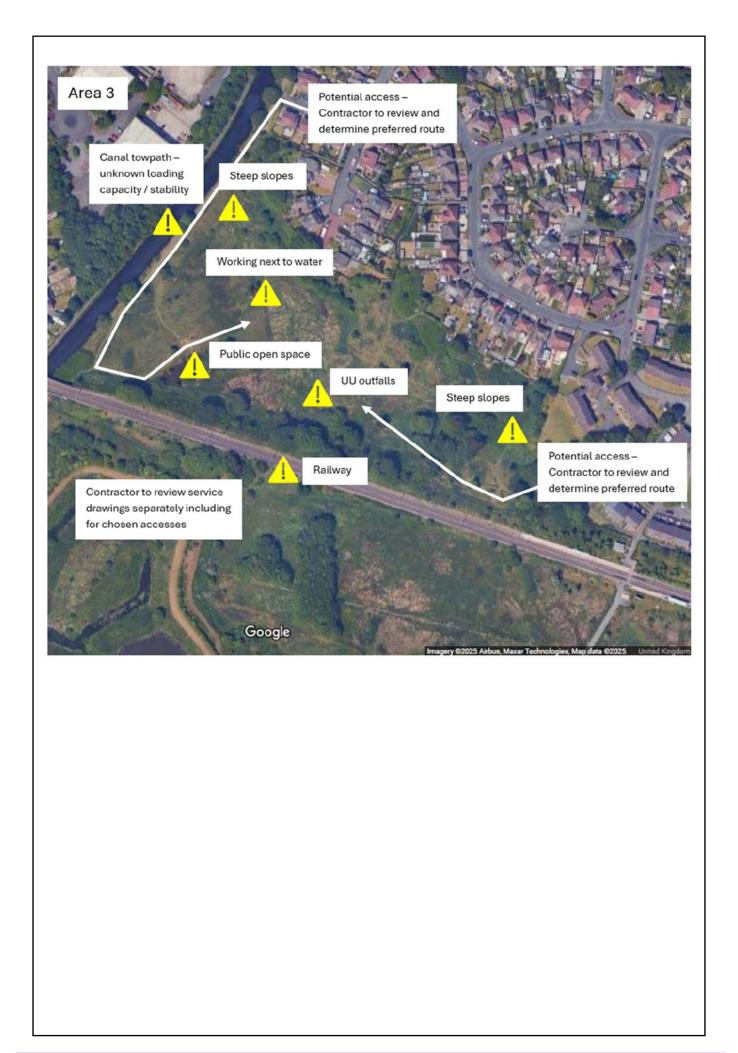
Drainage / habitat ponds are present from the adjacent recent road development, and disturbance to them must be avoided.

Link to: Site Photos

















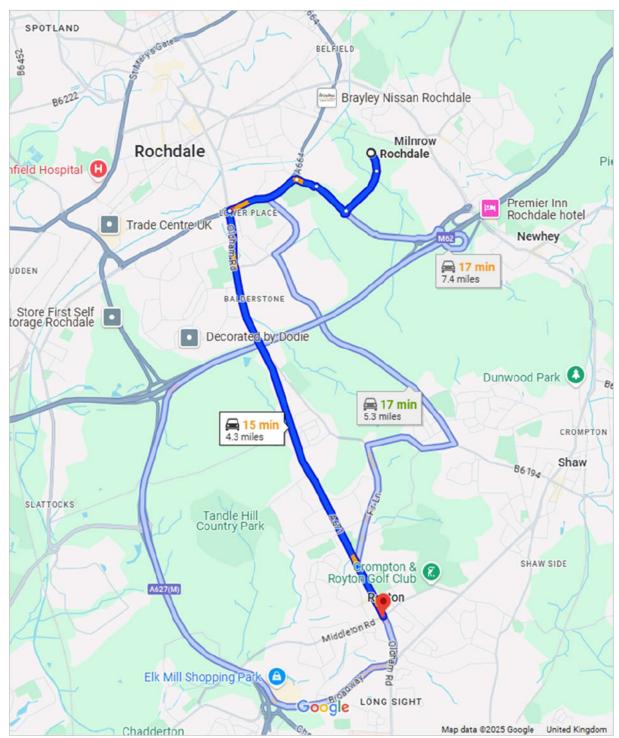




Nearest A&E:

The nearest A&E hospital is located 3.9 miles away:

- Royal Oldham Hospital
- Opening times: Open 24 hours
- Rochdale Road, Oldham, Lancashire, OL1 2JH



The *Contractor* shall carry out suitable fire risk assessments and arrange their own procedures and fire plan.

The *Contractor* shall carry out suitable assessment for emergency planning and arrange their own procedures.

The *Contractor* will have to provide full welfare provision for the site using portable cabins etc. in accordance with Regulation 13(7), 22 (1) (c) and Schedule 2 of the CDM regulations and the EA's SHEW CoP.

Existing utilities and services

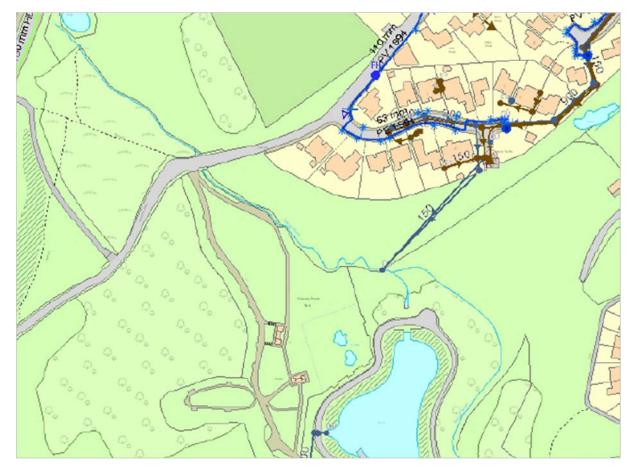
The results of a Linesearch enquiry are appended to this Site Information, giving an overview search for underground and overhead services, including:

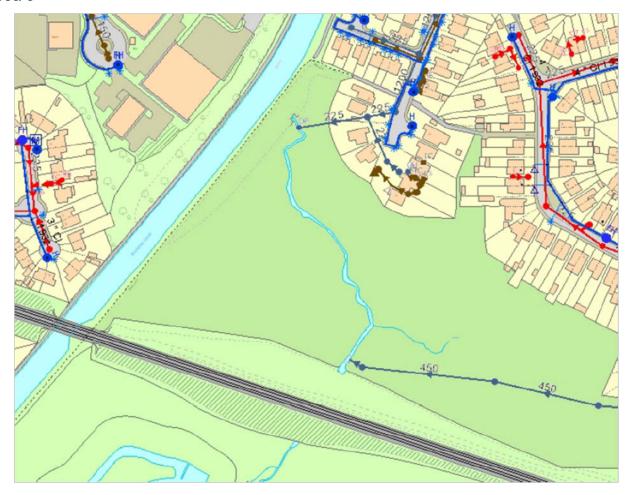
- Gas (Cadent)
- Water (United Utilities)
- Electric (ENW)
- Telecommunications (BT)

Refer to link: Service Checks

Of particular note (although the *Contractor* should review these drawings in full, including where overlapping their proposed access routes), there are United Utilities sewers, manholes and outfalls to Stanney Brook at the north and south of the site

Area 1





Refer to Buried Services within the Scope document: the *Contractor* is responsible for locating buried services and shall undertake their own services searches to ensure completeness of data. The *Client* shall not be responsible for any omission in data provided under this contract.

The *Contractor* shall conduct checks on the possible presence of underground services prior to any excavation / breaking ground, in accordance with "Specification for underground utility detection, verification and location", PAS 128:2022.

In accordance with "Avoiding Danger from Underground Services", HSG47, the *Contractor* shall check the ground surface at each exploratory hole location with a signal generator and Cable Avoidance Tool (CAT) and a Ground Penetrating Radar (GPR) survey prior to breaking ground.

The Contractor shall confirm that all locations to be excavated satisfy the minimum safe working distance from third party assets. The services are to be suitably located and marked out, prior to work commencing. The Contractor will request site attendance from utility companies, as necessary. A Permit to Dig system must be in operation at all times when breaking ground.

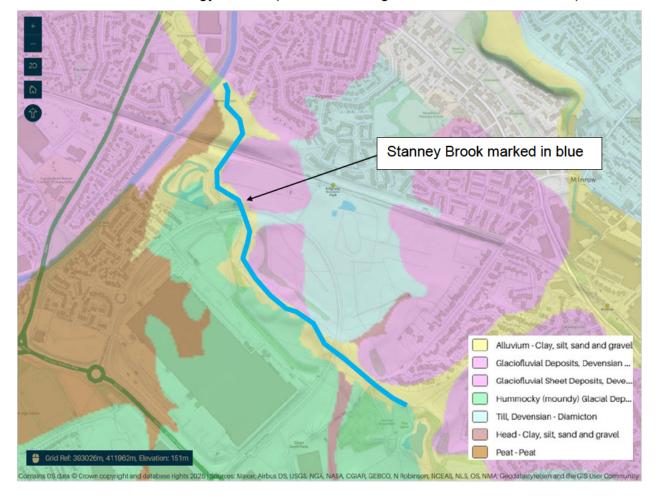
Soils and Ground water

No borehole or trial pit records are available from the site. Anecdotally, information from Rochdale Borough Council was given as follows:

- The adjacent attenuation ponds were not lined as the dominant soil type was impermeable clay.
- Ponds were also installed to the south of the corridor and mainly clay was found, with a some made ground, consisting of coke / cinders.

The Scope requires the *Contractor* to confirm whether as-dug ground conditions are suitable for re-use at each proposed earth bund location area by trial pit excavation.

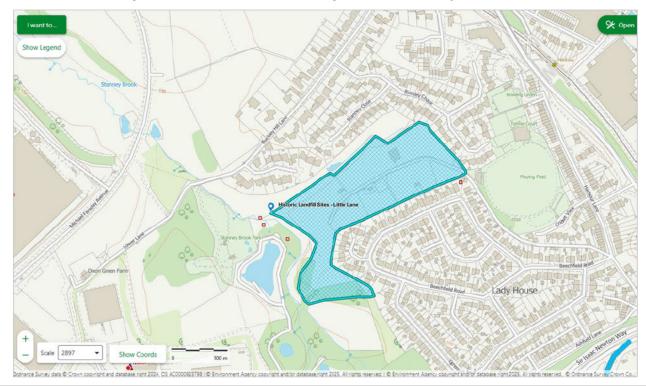
Extract from the BGS Geology Viewer (Alluvium through the corridor of the Brook):



Site investigation

A desktop search of the EA's mapping records returned the following aspects of Site Information.

Historic landfill site just to the east of Area 1, adjacent to Stanney Brook.



Site location plans

Refer to the Scope, Section 2 Drawings.

Health and safety file

A Health and Safety File is to be prepared for the project by the *Client* and available for use by all those who will have a responsibility for the ongoing maintenance of the structure or scheme.

The *Contractor* shall, where applicable, provide the *Client* with all relevant information for inclusion in the Health and Safety File.

Refer to the Scope, Section 1.7 and 1.9.

Access to site

The *Contractor* is to determine their own suitable and safe access routes, as well as the location of a site compound. These should be identified to the *Client* before mobilising, to confirm the proposed areas are acceptable.

Limitations:

- Landowners contact details / land registry drawings are available upon request.
- Provision of suitable traffic management from the highway, where necessary.
- Railway crossing the site between Area 2 and 3.
- Public highway through the site locations.
- Consideration of proximity to adjacent housing.
- The Rochdale Canal.
- Potential crossing of services (gas, water, electric, telecommunications etc.) and the service provider permissions this may require.

Use of the site

Stanney Brook is a Local Wildlife Site, and Areas 2 and 3 are listed as Priority Habitat (Lowland Fens) by Greater Manchester Ecology Unit. The *Contractor* should be aware of the habitat status and potential for protected species and undertake the works (including accesses to site) and reinstatement with care and caution.



A specific constraint is to avoid plant machinery where marked red hatched on the attached drawings for Area 1. This is due to the presence of a rare and declining snail (the Pond Mud Snail), which is found in the area.

A water vole survey was undertaken by the EA through Stanney Brook at this location in 2024. At the time, no activity was identified, although the *Contractor* should remain vigilant to this possibility, and brief their site staff on the potential key indicators for water voles.

The *Client* has a contact at Greater Manchester Ecology Unit in the event of any specific queries before or during works, and an ECoW will be available for consultation as needed.

Surrounding land / building uses

Residential and business – the *Contractor* should be considerate in their choice of access route, and the potential for causing disturbance to adjacent property.

Health and safety hazards

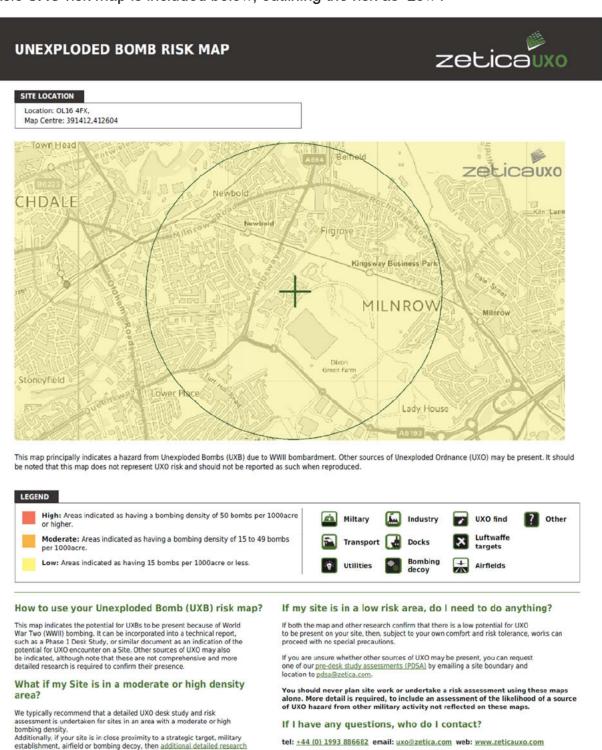
The nature and condition of the site cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:

- Asbestos the Client is not aware of asbestos on site.
- Contaminated land records indicate a historic landfill site, east of Area 1.
- Hazardous materials no known hazardous materials or pollution.
- United Utilities sewer outfalls Area 1 and 3.
- Railway and adjacent roads
- Invasive species
- Buried services
- Anti-social behaviour by members of public
- UXOs (see risk map below)

Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the *works*.

Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

A basic UXO risk map is included below, outlining the risk as 'Low'.



The information in this UXB risk map is derived from a range of sources and should be used with the accompanying notes on our website.

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