



ERDF SUNRISE Project



European Union

European Regional
Development Fund

Invitation to Tender for Tree Felling and Thinning

SUNRISE 02 2018-2019: Tree Felling and Thinning, Newcastle under Lyme Parks

Tender Return Date: 5pm, Monday 28th January

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Registered Office: The Wolseley Centre
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PROJECT BACKGROUND

The SUNRISE Project is an ERDF (European Regional Development Fund) funded partnership project. The aim of the project is to improve biodiversity on targeted sites, 16 in total, chosen for the opportunity to increase ecological connectivity through the urban landscape of Stoke-on-Trent and Newcastle-under-Lyme, Staffordshire. The project partnership includes, in addition to Staffordshire Wildlife Trust, Stoke-on-Trent City Council (Accountable body for the project), Environment Agency, Newcastle-under-Lyme Borough Council, Groundwork West Midlands and The Wild Trout Trust. Staffordshire Wildlife Trust's role in the project is as the works delivery body for 13 of the project sites. The project began in 2018 and funding will extend to the end of 2020.

CONTRACT OBJECTIVES, SPECIFICATIONS & CONDITIONS (SECTION 1)

1. The objective of this contract is to provide tree felling, thinning and coppicing services for Staffordshire Wildlife Trust across three sites in Newcastle under Lyme as part of the ERDF SUNRISE Project.
 - a. The primary objective of this contract is to increase the age and structural diversity of plantation woodlands. Selection of trees for removal will also aim to facilitate more balanced species composition of woodland areas.
 - b. The secondary objective of this contract is the removal of trees which have been identified as posing a risk to public users of the site, or which have been identified as having the potential to pose a risk in the future if left unmanaged.
 - c. The biodiversity benefits of this contract will be maximised by incorporating the creation of specific nesting habitat for bird species of conservation concern in the form of stumps left in situ (more detail below).
2. Works Timing:
 - a. Commencement: Works should begin without due delay after award and finalisation of contract.
 - b. Anticipated Start Date: Early February 2019.
 - c. Completion Date: Friday 15th March 2019
 - d. Completion date has been set to avoid potential disturbance of nesting birds.
3. Work Site Location, Access and Permissions:
 - a. Thistleberry Parkway (See Map 2)
 - i. Site 1 is a council owned and maintained park in the west of Newcastle under Lyme (See Map 1: Sites Overview) situated between Gallowstree Lane and Keele Road (A525) – Grid Reference SJ835454.
 - ii. The area is comprised of amenity grassland and woodland with a play area at the northern end. A number of paved access routes for pedestrians and

cyclists run through the park. A tributary of Lyme Brook flows through the woodland on the site before entering a culvert.

- iii. The areas of woodland where work is to be carried out are primarily in the southern portion of the site, with some additional work along the water course.
- iv. Vehicle access may be gained from Rothesay Avenue to the east of the site, although for much of the work direct access from Gallowstree Lane may be more appropriate.
 - 1. Some access may require crossing amenity grassland or unsurfaced tracks or paths.
 - 2. These access conditions should be taken into account and measures put in place to prevent damage to these areas through repeated vehicle movements.
- v. The Trust will organise the required Access Licences from the land owner, Newcastle under Lyme Borough Council.
- vi. All plans have been approved by the land owner through their Arboricultural Officer. The Forestry Commission has been informed of the work. A felling licence is not required for the work because it meets the exemption of work taking place in a designated public open space.

b. Lyme Valley Parkway (See Map 3)

- i. Site 2 is also a council owned and maintained park in the centre of Newcastle under Lyme (See Map 1: Sites Overview) situated to the west of the A34 opposite the Royal Stoke University Hospital – Grid Reference SJ855448.
- ii. The area is comprised of amenity grassland and woodland and also comprises several sports pitches and play areas. Numerous access routes for pedestrians and cyclists cross through the park. The park is named for the Lyme Brook, which flows through the site for its whole length.
- iii. The areas of woodland where work is to be carried out are along the western boundary of the park area
- iv. Vehicle access is gained from Buckmaster Avenue to the west of the site via the vehicle entrance for Newcastle Town Football club (See Map 3).
 - 1. Final stages of access will require crossing amenity grassland without any surfaced tracks.
 - 2. These access conditions should be taken into account and measures put in place to prevent damage to these areas through repeated vehicle movements.
- v. The Trust will organise the required Access Licences from the land owner, Newcastle under Lyme Borough Council.
- vi. All plans have been approved by the land owner through their Arboricultural Officer. The Forestry Commission has been informed of the work. A felling licence is not required for the work because it meets the exemption of work taking place in a designated public open space.

c. 'Bunny Hill' Woodland, near Clayton (See Map 4)

- i. Site 3 is also a council owned and maintained open space to the south west of Newcastle under Lyme (See Map 1: Sites Overview). The works site is one small part of a much larger area situated adjacent to the M6 near to junction 15 – Grid Reference SJ843429.

- ii. The area is comprised of amenity grassland, woodland and a play area. The area is open to public access and has numerous informal paths crossing the area but no paved access routes. A small stream flows down the eastern boundary of the site.
- iii. The areas of woodland where work is to be carried out are in the southern and western portions of the works area.
- iv. Several areas of woodland on the site are designated as ancient semi-natural woodland and are protected by Tree Preservations Orders – the extent of these areas is indicated on Map 4. Several individual tree TPO's also exist on the site. All information on these will be provided to the successful contractor before works commencement.
- v. Vehicle access is gained from Wye Road Community Centre to the north of the site.
 - 1. The gate way which provides access gets very wet in the winter and is susceptible to ground damage through repeated vehicle movements.
 - 2. From the vehicle gate onwards access is across amenity grassland without any surfaced tracks.
 - 3. Access to the work areas themselves requires negotiating an area of narrow footpaths where some vegetation clearance work may be required depending on the proposed vehicles to be used.
 - 4. These access conditions should be taken into account and measures put in place to prevent damage through repeated vehicle movements.
- vi. The Trust will organise the required Access Licences from the land owner, Newcastle under Lyme Borough Council.
- vii. All plans have been approved by the land owner through their Arboricultural Officer. The Forestry Commission has been informed of the work. A felling licence is not required for the work because it meets the exemption of work taking place in a designated public open space.
- d. All sites are open to the public. It is expected that Tenderers will visit the sites to familiarise themselves with the site specific conditions and requirements before a tender is submitted.
 - i. Trees for removal have been marked prior to tender publishing.
 - ii. Due to the nature of the task there is significant variety in the range of tree sizes for removal. The numbers indicated in the below details should be used in conjunction with onsite review of the marked specimens by the contractor to assess the scale and scope of the works.

4. Work Specifics:

a.

Site Name	Thistleberry Parkway (See Map 2)			
Total Area	5.2 hectares (approx.)	Work Area	1.4 hectares (approx.)	
Task	Task Name	Number of Trees	Timber	Brash
1	Fell 'Narrow Leaved Ash'	20 approx.	Extracted	Chipped
Details	<ul style="list-style-type: none"> Trees for removal range between 300 – 400mm in trunk diameter. These trees have begun to shed limbs over, or in close proximity to, rights of way and need to be removed for public safety. Trees for removal will be identified by spray paint. 			
2	Fell 'Poplar'	35 approx.	Extracted	Chipped
Details	<ul style="list-style-type: none"> Trees for removal range between 250 – 400mm in trunk diameter. Mature Poplar trees have begun to dominate the canopy in the south western corner of the woodland. These are to be thinned before they become or cause a problem. Trees for removal will be identified by spray paint. Due to their height and proximity to rights of way or other features, these trees MAY need to be sectional felled – tenderer to assess and submit method statement (see Section 3: Technical Questions). For the removal of trees nearest to the public road, consideration needs to be given to the potential use of traffic management measures – tenderer to assess and submit method statement (see Section 3: Technical Questions). 			
3	Thinning, woodland in south west corner of the park.	150 approx.	Extracted	Chipped
Details	<ul style="list-style-type: none"> Plantation woodland thinning for maintenance. Trees for removal will be identified by spray paint. Some trees (approx. 10 to be decided in discussion with Nominated Officer) to be cut at a height of between 1 – 1.5m and the stump left standing to provide nesting habitat. 			
4	Fell / Prune / Coppice trees along stream.	20 approx.	Extracted	Chipped
Details	<ul style="list-style-type: none"> Removing and modifying the structure of trees and shrubs along the brook will allow additional light to reach the stream, diversify the habitat structure and improve the ground flora along the stream. Trees for removal will be identified on site in discussion with the Nominated Officer. <i>For the purposes of submitting a price, please assume this component of the work will take 2 working days.</i> 			

b.

Site Name	Lyme Valley Parkway (See Map 2)			
Total Area	25 hectares (approx.)	Work Area	2.9 hectares (approx.)	
Task	Task Name	Number of Trees	Timber	Brash
1	Thinning /coppicing throughout woodland: Areas 1, 3 & 4	1250	Extracted	Chipped
Details	<ul style="list-style-type: none"> Area 1, 3 & 4: General thinning (30-50% thin) to reduce stem density and enhance age, structure and species diversity. Trees for removal will be identified by spray paint. Trees for removal range from saplings (< 25mm in diameter) up to approx. 250mm in diameter, with occasional specimens (< 5% total) slightly larger than this. 			
2	Canopy reduction / coppicing to open and diversify canopy: Area 2.	275	Extracted	Chipped
Details	<ul style="list-style-type: none"> Area 2: Canopy reduction to increase light to ground flora. Area 2: Selectively fell / coppice identified specimens (removing all or some selected stems from multi-stemmed trees) to reduce higher canopy density, create thicket layer and increase lower canopy density. 			

c.

Site Name	Woodland Adjacent to M6, Clayton (See Map 3)			
Total Area	9 hectares (approx.)	Work Area	2.1 hectares (approx.)	
Task	Task Name	Number of Trees	Timber	Brash
1	Thinning / coppicing of all plantation areas	2050	Extracted	Chipped
Details	<ul style="list-style-type: none"> Thinning / coppicing of all plantation areas to achieve a 30-50% thin dependant on density - all trees marked. Trees for removal will be identified by spray paint. Trees for removal range from saplings (< 25mm in diameter) up to approx. 250mm in diameter, with occasional specimens (< 5% total) slightly larger than this. Some trees (> 25 to be decided in discussion with Nominated Officer) to be cut at a height of between 1 – 1.5m and the stump left standing to provide nesting habitat. 			
2	Ride management along footpath.	Included in above total	Extracted	Chipped
Details	<ul style="list-style-type: none"> Selective removal / management of ride edge trees to enhance the footpath condition, increase light and ground flora and diversify ride habitat. Trees for removal / modification will be identified by spray paint. 			

d. All timber extracted by the contractor during the course of these works will be deemed to be the property of the contractor.

i. The contractor may pursue onward sale of extracted timber.

e. All brash arising from the works is to be chipped.

i. Chippings should be spread within woodland areas; not left in mounds or piles.



- ii. Chippings can be bagged and extracted for further use or sale by the contractor if desired.
- f. All works should be carried out in a manner which minimises damage to adjacent trees. It is accepted that despite reasonable precautions some damage may occur. In such cases it is expected that reasonable measures be taken to 'tidy up' damage to remaining standing trees, i.e. removing broken branches etc.
- g. It is expected that repeated vehicle movements will be required at all sites in order to deliver the works as specified.
 - i. Contractors should implement measures to prevent damage to unpaved, soft and / or wet areas of ground which will need to be accessed during these vehicle movements.
 - ii. It is required that damage to the ground surface occurring as a result of vehicle movements be reinstated before conclusion of the work.

5. Budget:

- a. The proposed works are being funded via ERDF (the European Regional Development Fund).
- b. The budget for all works described is capped at:
 - i. **£40,000 Exc. VAT**
 - ii. **(VAT may be applied to this price)**
- c. Any returns exceeding the fixed budget will not be considered.
 - i. If the tenderer does not consider it feasible for the full programme of works to be delivered within the budget, please tender based on what quantities could be delivered for the full budget and detail what would need to be omitted.
- d. Cost effectiveness will be considered as part of the tender evaluation, but will not be the only criteria.

6. Conditions

- a. The Trusts standard contract conditions will be applied to the contract resulting from this tender process (see Appendix 1), and in addition the following site / task specific conditions will be required under this contract.
 - i. No additional conditions are required for this contract.

7. Tender Evaluation Criteria

- a. **'Pass / Fail' Criteria:** The following criteria are required; any tender which does not demonstrate the ability to comply will these requirements will not be considered:
 - i. Works delivered within the time frame detailed in Section 1.2
 - ii. Works delivered within the budget stated in Section 1.5
 - iii. Ability to comply to all Health & Safety Requirements (see Appendix 1: Standard Contract Terms & Conditions)
 - iv. Experience of delivering comparable works to a high standard (please provide supporting evidence in the form of references or case studies; previous work undertaken for the Trust (if applicable) will also be taken into account)
- b. Tenders which demonstrate compliance with the above will then be scored based on the following criteria and weighting:

No.	Description	Assessed by:	Weighting:
1	Responses to Technical Questions (see Section 3)	Evaluation of responses by SUNRISE Project staff.	50%
2	Tender Price	Prices submitted in Tender (see Section 2: Itemised Costs).	50%

ITEMISED COSTS (SECTION 2)

Task / Item	Unit Cost (Exc. VAT)	Units	Total Cost (Exc. VAT)
Preliminaries: Administrative			
Contract Administration: E.g. Provision of Insurance, provision of RAMS, demonstration of required licences / competencies etc.			
Preliminaries: Logistical			
Contract Logistics: E.g. Staff travel and accommodation, vehicle movements, site set up etc.			
Total Cost: Preliminaries (Exc. VAT)			

Works Delivery			
All Works Cost – Thistleberry Parkway: To include: 1) All felling, thinning, extraction & chipping as specified 2) All costs associated with any tools, machinery and vehicles required to undertake the tasks 3) All costs associated with management of public rights of way at all stages of the work		Days	
All Works Cost – Lyme Valley Parkway: To include: 1) All felling, thinning, extraction & chipping as specified 2) All costs associated with any tools, machinery and vehicles required to undertake the tasks 3) All costs associated with management of public rights of way at all stages of the work		Days	
All Works Cost – ‘Bunny Hill’ Woodland: To include: 1) All felling, thinning, extraction & chipping as specified 2) All costs associated with any tools, machinery and vehicles required to undertake the tasks 3) All costs associated with management of public rights of way at all stages of the work 4) All costs associated with clearance of vegetation, installation of ground protection or other measures deemed necessary to allow access and prevent damage to the access route.		Days	
Total Cost: Works Delivery (Exc. VAT)			

Total Price (Inclusive of all disbursements, Exclusive of VAT)	
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TECHNICAL QUESTIONS (SECTION 3)

1. Please provide a proposed programme of work demonstrating:
 - a) the ability to complete the works before the required completion date,
 - b) the anticipated order and / or schedule of works components.

2. Please detail anticipated staff requirements for the full programme of work submitted for Q1.

3. Please describe how the quality of completed works will be ensured. Specific reference should be made to the following as a minimum:
 - a) type of vehicles / equipment to be used for extraction of timber.
 - b) proposed measures to manage public safety (all sites are parks are open to the public)
 - c) proposed measures to avoid or prevent damage or disturbance to soft ground through repeated vehicle movements, especially at 'Bunny Hill' site.
 - d) proposed methods for minimising damage to surrounding trees and preventing risk to infrastructure and public rights of way while felling large Poplar trees at Thistleberry Parkway.

INSTRUCTIONS FOR SUBMITTING A TENDER

(SECTION 4)

Tenders should be submitted in accordance with the following instructions.

- 1) **Invitation to Tender:** The Trust is seeking tenders from suitably experienced and equipped contractors to undertake a programme of tree felling and thinning works.
- 2) **Tender Award Process:** Tenders are being invited on an open award procedure.
- 3) **Scope:** Tenders are being invited on the basis of undertaking the tree thinning as set out in the Invitation to Tender. The Trust reserves the right to split the award of the Supply into packages.
- 4) **Contract Period:** Tenders are invited for works to be completed before **15th March 2019**.
- 5) **Tendering procedure**
 - a) **THE DEADLINE FOR RECEIPT OF TENDERS IS 5PM, Monday 28th January 2019.**
 - b) No tender received after the specified time on the Tender Return Date shall be considered. Any such tender shall be returned to the Tenderer by the Nominated Officer. Such Tenders may be opened only to ascertain the name and address of the Tenderer.
 - c) The Form of Tender must be signed, where the Tenderer is an individual, by that individual. Where the Tenderer is a partnership, by an authorised partner. Where the Tenderer is a company, by an authorised company representative i.e. a director.
 - d) **Postal Returns:**
 - i) Tenders should be sent or delivered in an envelope which bears no name or mark indicating the Tenderer. If delivered by hand a receipt can be requested.
 - ii) Tenders should be delivered on weekdays between 9am and 5pm.
 - iii) Tenders should be addressed to the Financial Manager as follows:
TENDER RETURN: SUNRISE 02 2018-19
FAO: Financial Manager
Staffordshire Wildlife Trust,
The Wolseley Centre,
Wolseley Bridge,
Stafford,
ST17 0WT
 - e) **E-mail Returns:**
 - i) Tenders should be sent as an attachment to an e-mail.
 - ii) E-mails should be sent to s.turner@staffs-wildlife.org.uk **ONLY** – the Nominated Officer should not be included.
 - iii) E-mail subject lines **MUST** include the Reference: 'TENDER RETURN - SUNRISE 02 2018-19: Tree Thinning.
- 6) **Basis of Tender:**
 - a) The Tender shall show the Price for the Supply (and Delivery if applicable) and the VAT separately.
 - b) The Price must include all associated costs for undertaking the full scope of the requested works.
 - c) The value of the Contract, based on the Price supplied will be confirmed in writing prior to the date of Delivery by way of a purchase order.
- 7) **Sub-contracting:**
 - a) When submitting its Tender, the Tenderer must notify the Trust of any parts of the Supply that it proposes to sub-contract. Failure to do so may invalidate any such Tender.
 - b) The Trust may require documentation or other evidence of the sub contractor's relevant experience to undertake the assigned portion of work, and other relevant information.
- 8) **Tenderers to visit:** If a Tenderer wishes to visit a works site, they must contact the Nominated Officer who can arrange permission to access the land.
- 9) **Tender queries:** Tenderers are advised to study the Tender Documentation and all other documentation provided by the Trust. These documents should be read and their true intent and meaning ascertained before submitting a Tender. Tenderers should seek to clarify any points of doubt or difficulty (including

any apparent ambiguities, errors and omissions in the Tender Documentation) with the Trust through its Nominated Officer prior to submitting a Tender. All responses shall be shared with other Tenderers.

10) Errors in completed tenders

- a) The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its Price and Itemised Costs.
- b) Where examination of a Tender reveals arithmetical errors these will be corrected on the basis that the rates entered into the Price and the Itemised Costs are correct and the Tenderer will be afforded the opportunity of confirming the revised totals (in writing) or withdrawing its Tender within 7 days.

11) Sufficiency of Tender

- a) The Tenderer shall be deemed to have undertaken all inspections, examinations and all other enquiries reasonable or necessary in connection with the terms and subject matter of the Tender. The Tenderer acknowledges and confirms that it has the requisite expertise, experience and equipment to perform its obligations under the Contract.
- b) The Trust will not accept and shall not be liable for any claims that are based upon a Contractor's failure to obtain or have due regard for any information necessary to prepare a fully compliant and complete tender.

12) Period of Validity: Tenderers are required to keep their tenders valid for acceptance for a period of 30 working days from the Tender Return Date.

13) Tender evaluation

- a) The Trust will conduct a full financial and technical evaluation of all tenders.
- b) An Evaluation Criteria shall be provided in each Tender to identify the evaluation priorities for required supply / works. All tenders will be objectively scored in line with the supplied criteria.
- c) The Trust does not undertake to accept the lowest or any tender/ rates.

14) Award of Contract

- a) The Trust anticipates (but does not guarantee) to award a Contract within 30 working days of accepting a Tender. No reliance should be placed by a Tenderer on this timescale.
- b) The successful Tenderer will be required to promptly execute and return to the Trust the Contract in the form attached. Until execution and completion of the Contract any Purchase Order (which shall incorporate the Tender Documentation) shall constitute a binding contract.

15) Accuracy: Information supplied to Tenderers by the Trust (whether in these documents or otherwise) is supplied for general guidance in the preparation of the tenders. Tenderers must satisfy themselves by their own investigations with regard to accuracy of any such information and no responsibility is accepted by the Trust for any inaccurate information obtained by Tenderers.

16) Confidentiality: All information supplied by the Trust in connection with this Invitation to Tender shall be regarded as confidential by the Tenderer except that such information may be disclosed for the purpose of preparing the Tender.

17) Canvassing: Tenderers face automatic disqualification if they canvass any Member or Officer of the Trust with a view to gaining more favourable consideration of their tender. Tenderers should state whether Members or Officers of the Trust have any direct or indirect interests in their organisation.

FORM OF TENDER (SECTION 4)

(To be completed by the Tenderer)

RELATING TO SUNRISE 02 2018-19: Tree Thinning.

We offer to undertake works as described in your Invitation to Tender for:

Total Price Exc. VAT: []

1. We confirm that we have not communicated and will not communicate to any person under any agreement or arrangement, the amount of this Tender and that the amount of this Tender has not been adjusted under any agreement or arrangement with any person.
2. Having examined the Tender Documentation, we offer to complete all works described for the Total Price set out above and in the Itemised Costs (if any).
3. We undertake to complete the described works within the time stated in the Invitation to Tender.
4. Unless and until the Agreement is prepared, executed and completed we agree that any Purchase Order (which shall incorporate the Invitation to Tender and the Form of Tender) shall constitute a binding contract between us;
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Name of Contractor:.....

Of:.....

(if a Limited Company, please state address of Registered Office).

The Tender should be submitted by Post or e-mail (see Section 3 for additional details) by 5pm, Monday 28th January 2019.

Signature..... (for and on behalf of the Tenderer)

Date.....

SUB-CONTRACTORS

- The Tenderer must indicate the names and addresses of those firms to whom he proposes to sub-contract any portion of these tree thinning works.
- The Tenderer will be responsible for providing copies of all relevant insurance certificates for those sub-contractors listed below.
- All risk assessments and method statements supplied by the Tenderer will be binding upon any sub-contractor.
- No sub-contractors may be used without the written consent of the Trust and compliance with its requirements.
- The Trust reserves the right to reject any proposed sub-contractor.

IF NO SUB-CONTRACTING IS TO BE UNDERTAKEN STATE NONE BELOW.

Sub-contractor Name:	
Sub-contractor Contact Address:	
Portion of works to be sub-let:	



APPENDIX 1: Standard Contract Terms and Conditions Staffordshire Wildlife Trust

Nominated Officer

- a) The rights, obligations and powers conferred on the Trust under this Contract shall be exercised by the Nominated Officer.
- b) The Trust shall have the right to change the Nominated Officer at any time and shall notify the Contractor of such change within a reasonable period.
- c) The Nominated Officer shall have the right at any time to interview any member of the Contractors staff in connection with the performance of the contract.
- d) The Nominated Officer shall be entitled to request any information relating to the performance of the Contract. Requested information shall be supplied by the Contractor forthwith.

Contractors Obligation

- a) The contractor shall subject to the provisions of the contract, diligently and in a professional manner, carry out and complete the works to the reasonable satisfaction of the Trust.
- b) The contractor shall comply with all statutes, orders, regulations or bye-laws applicable to the performance of the works.
- c) The Contractor shall not employ, or cause to be employed in performance of the contract, any person without the necessary qualifications, skill and experience to perform the duties they that are employed to perform.
- d) The Contractor at all times shall be responsible for the appropriate licencing, insurance, maintenance, and compliance with all relevant regulation and legislation relating to the use, operation or ownership of vehicles, tools and equipment used in the pursuance of its responsibilities under the Contract.
- e) The contractor shall take all reasonable precautions to prevent a nuisance or inconvenience to the owners, tenants or occupiers of other properties and to the public generally.

Communication

- a) The Contractor shall notify the Nominated Officer with no less than 48 hours' notice of its intention to begin works, and access the works site to allow the Nominated Officer to inform the land owner(s) of the commencement of works.
- b) The Contractor shall notify the Nominated Officer without delay if the Contractor is unable to Supply and / or Deliver any part of its obligations under the Contract, including an inability to complete works within the completion date
- c) If stated within the Contract, the Contractor shall supply Project Progress Reports promptly on the dates agreed and notified to the contractor by the Nominated Officer.

Employer Instructions

- a) The Trust may by such instruction order any variation in the quality or quantity of the works, in writing, which may be reasonably necessary for the completion of the works.
- b) Any additional cost required as a result of instruction from the Trust which adds to or alters the original specification or requirements of the Contract, shall be agreed in writing, and confirmed by purchase order before the Contractor incurs such additional costs.

Sub-contracting

- a) The contractor shall not sub-contract any part of the works without written consent of the Trust.

Environmental Provisions

- a) All chemicals used in connection with the Contract must fully comply with the Control of Substances Hazardous to Health Regulations 1992 (COSHH).
- b) Plants and Animals protected under the Schedules of the Wildlife and Countryside Act 1981 and other statutes are not to be harmed or their habitat damaged.
- c) Sites must be left clean and tidy at all times.
- d) The Contractor shall take all precautions to ensure that no pollution or contamination results from the delivery of the works. The Contractor shall indemnify the Trust against any cost, damages or claims related to this liability.
- e) At the conclusion of works all waste or excess materials must be removed from the site. Such waste shall remain

at all times the responsibility of the Contractor. Disposal of waste must comply with all relevant legislation.

Health and Safety

- a) The contractor will accept full responsibility for compliance with the Health and Safety at Work Act of 1974 and all other relevant statutory provisions in respect of the work included in the contract taking place on the Trust property, access routes or other Trust premises, or on sites otherwise owned but being worked on in behalf of the Trust.
- b) The Contractor shall supply Risk Assessments and Method Statements (RAMS) covering the work requested under the Contract prior to the commencement of works. If such RAMS are generic, the Trust may require site specific RAMS be produced and provided after award of contract, but before the works commencement date.
- c) All Contractor staff, including any sub-contracted staff, must comply with the provided Risk Assessments and Method Statements (RAMS) at all times. Non-compliance with supplied RAMS may result in termination of contract.
- d) The Contractor is responsible for recording any accidents in the Contractor's accident book, in accordance with the Health and Safety at Work Act 1974 (HSW).
- e) The Contractor is responsible for reporting any notifiable incidents to the Health and Safety Executive, in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
- f) All records produced must be forwarded to the Nominated Officer within 24 hours of completion.

Insurance/Liability

- a) The contractor shall insure against and shall indemnify the Trust in respect of any liability, loss, claim, expense or proceedings arising out of or caused by the performance of the works:
 - i. In respect of personal injury or death to any person.
 - ii. Damage whatsoever to any real or personal property up to an amount of £5 million for any one occurrence
- b) The works and all unfixed materials intended for the works shall be the sole risk of the contractor.
- c) The Trust may reasonably require the contractor to produce evidence that insurance is in force during the performance of the works.

Termination

- a) If the contractor commits a serious breach of any of the specifications, terms or conditions of this contract, the Trust have the right by written notice to require the contractor to remedy the matter within 14 days. If the works are not completed to the Trust's satisfaction within the 14 days' remedy period, the Trust are entitled to terminate the contract upon written notice. Any termination shall be without prejudice to the Trusts other rights or remedies under the contract.
- b) If the works are not completed to the Trust's satisfaction (to the specifications, terms and conditions outlined in the contract) within the contract period or any extended period (agreed by the Trust), the Trust are entitled to seek immediate remedy or receive damages from the contractor for breach of contract and any real loss incurred.

Confidentiality

- a) Each Party will ensure that all Confidential Information which may already have come into the possession or control of it, or which may at any time hereafter come into possession or control of, relating to the other Party, its operation or management, shall strictly not be used for any purpose other than the performance of the Contract.
- b) Such Confidential Information should not be shared, by either Party, with any Third Party individual or body during the Contract period or after termination thereof, saving that Confidential Information has been placed in the public domain under the authorisation of the Party to whom the Confidential Information belongs.

Completion period

- a) When the works have been completed the contractor shall issue the Trust with a written statement to that effect and completion of the works will be deemed to have taken place on the day named in the statement.

Payment

- a) The Trust shall pay the contractor the agreed amount stated in the contractor's statement as specified within 28 days of the date of the statement.



APPENDIX 2: MAPS

Map 1: Work Sites Overview with Grid References and Post Codes

Map 2: Thistleberry Parkway Site Plan

Map 3: Lyme Valley Parkway Site Plan

Map 4: 'Bunny Hill' Woodlands Site Plan

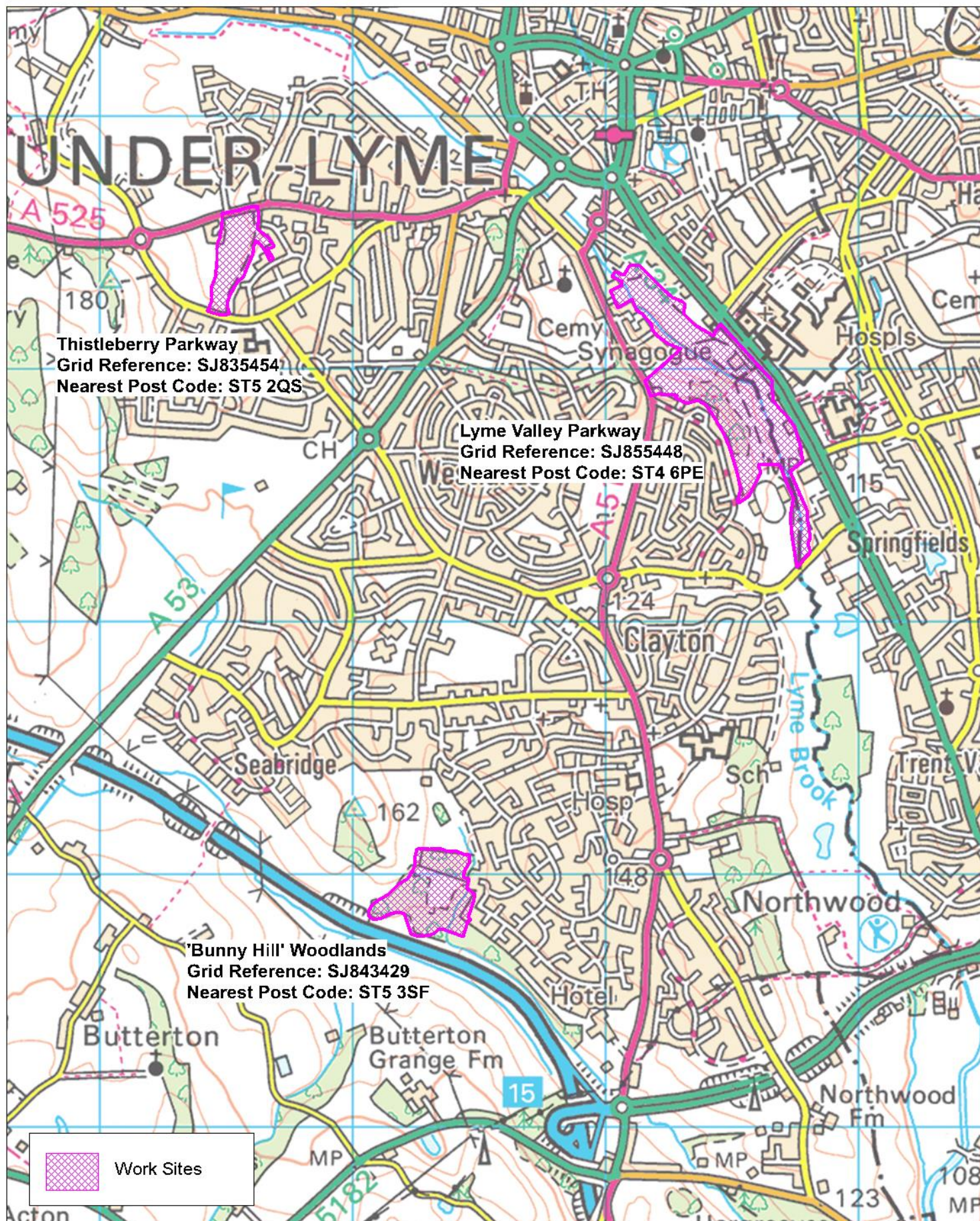
Staffordshire Wildlife Trust

The Wolseley Centre, Wolseley Bridge,
Stafford. ST17 0WT
Tel: 01889 880100 Fax: 01889 880101
Email: info@staffs-wildlife.org.uk
Registered Charity No. 259558
Limited Company No. 959609

Map 1: Work Sites Overview
ERDF SUNRISE Project
SUNRISE 02 2018-19 Tree Thinning

**European Union**

European Regional
Development Fund



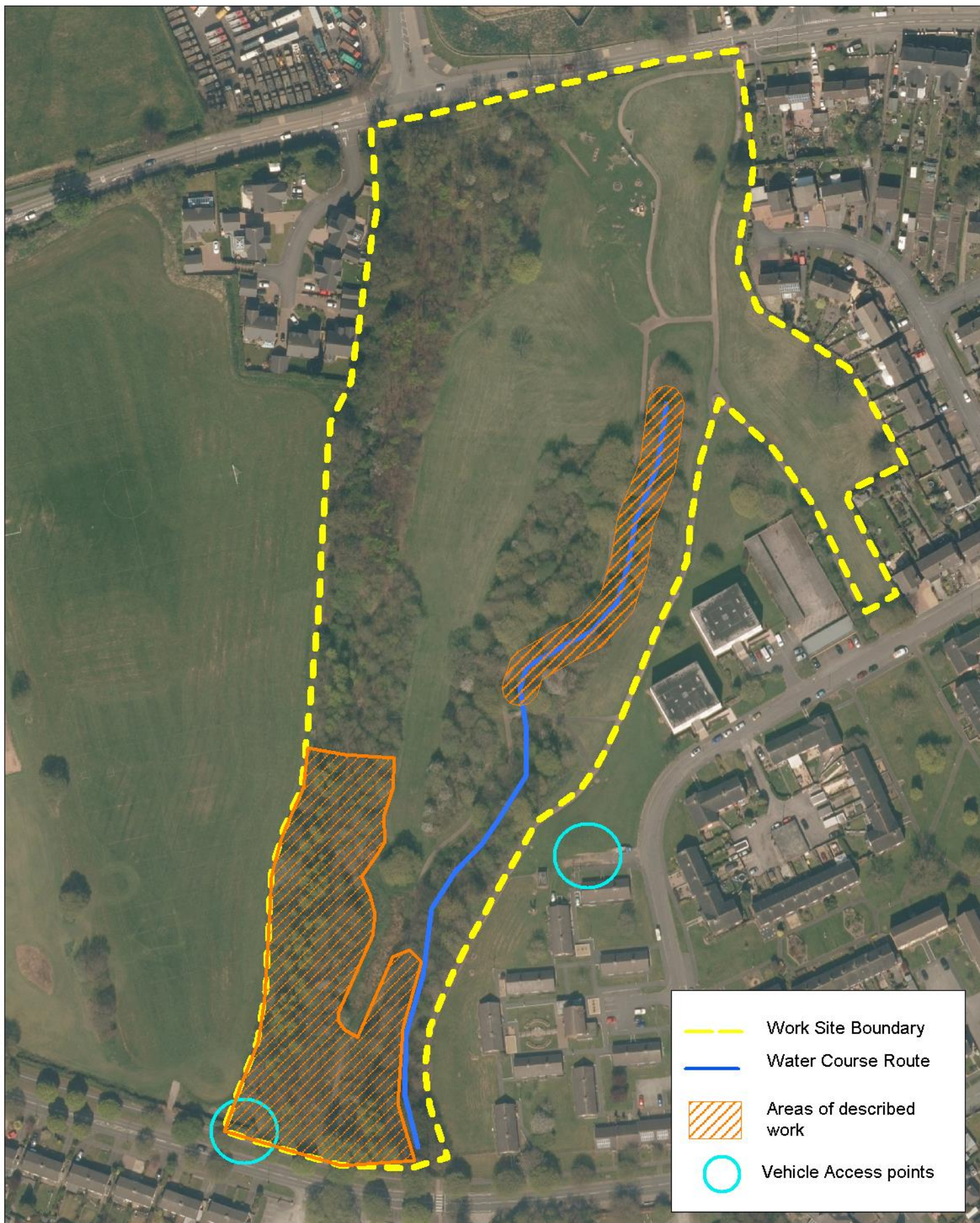
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Map 2: Thistleberry Parkway ERDF SUNRISE Project SUNRISE 02 2018-19 Tree Thinning



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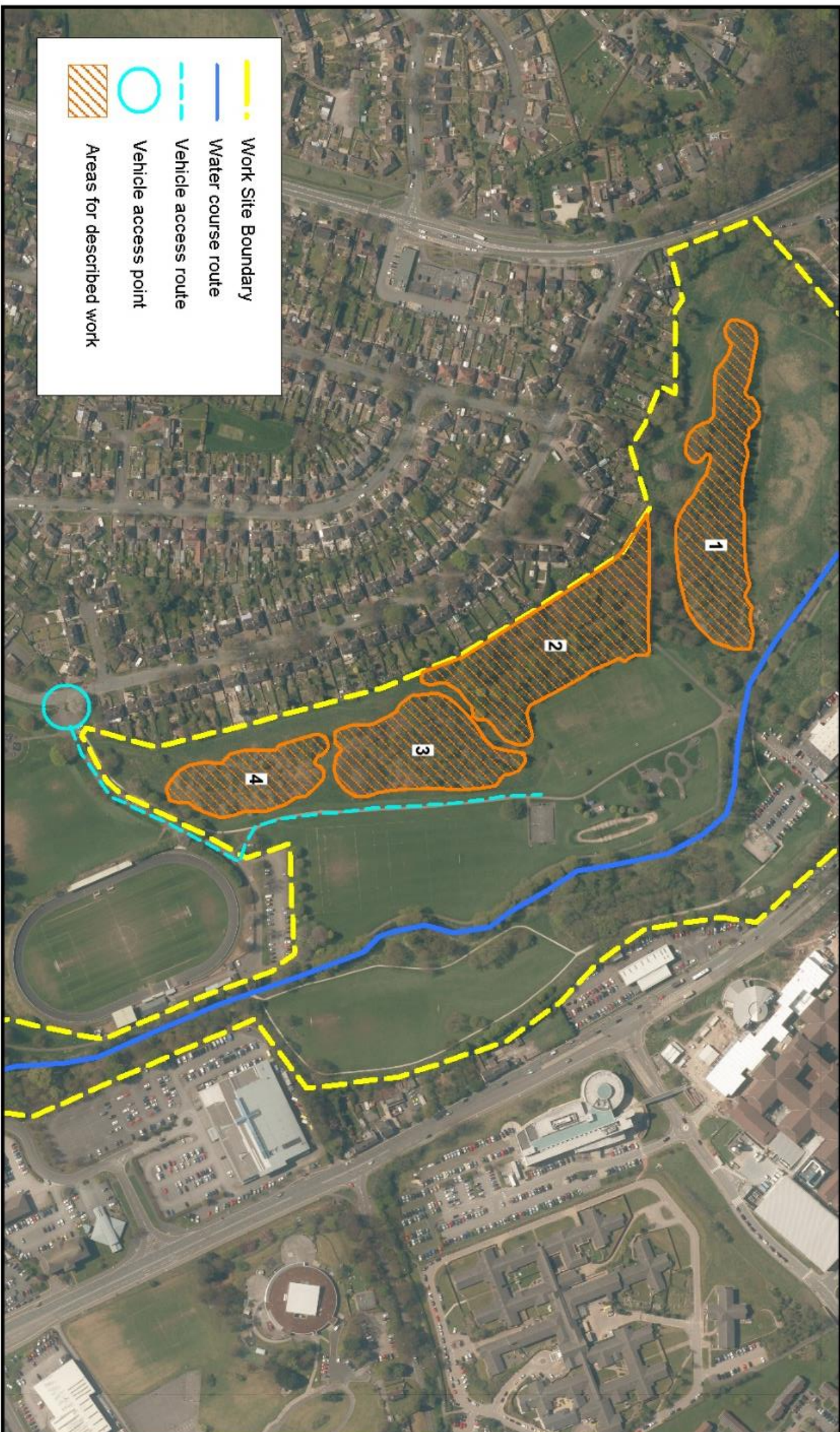
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Map 3: Lyme Valley Parkway
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Map 4: 'Bunny Hill' Woodland ERDF SUNRISE Project SUNRISE02 2018-19 Tree Thinning



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