



Staffordshire Wildlife Trust

**Invitation to Tender
for
Burton Washlands Floodplain Enhancements**

**Transforming the Trent Valley Living Floodplains
project 02 2022: Burton Washlands**

Return to Tenders@staffs-wildlife.org.uk

Tender Return Date: [5pm 29th April 2022]



TRANSFORMING THE TRENT VALLEY PARTNERSHIP PROJECT

BACKGROUND

Transforming the Trent Valley (TTTV) is a partnership project with 18 organisations working together to restore and enhance the natural and cultural heritage of the Trent Valley, led by Staffordshire Wildlife Trust. Thanks to National Lottery players, the TTTV scheme is reconnecting people with the rivers and floodplains of the area, increasing their appreciation for the local heritage, and involving them in decision-making about the future use of the landscape.

The scheme undertakes a wide range of environmental, cultural and community-led projects within the Trent, Tame and Dove river valleys covering some 200 square kilometres from Uttoxeter to Tamworth and including the river valleys within or near to the main towns of Burton, Rugeley, Lichfield and Derby. Projects include river restoration, improved access to explore hard-to-reach areas, and creating ways to reconnect communities with their natural heritage. Natural heritage restoration projects will be delivered through the Living Floodplains project.

The Living Floodplains project delivers directly on the river channel to re-instate the natural river processes with a variety of schemes, including bank re-profiling, creation of backwaters, removal of barriers, reconnecting oxbow lakes and slowing the flow to capture sediment. Living Floodplains is also looking at work in the wider floodplain to reconnect the river to its floodplain and restore a suite of natural floodplain habitats. This work will be undertaken in partnership with local landowners, quarry companies and local authorities. The aim is to create a more natural and resilient landscape to deal with the pressures of pollution, flooding and climate change.

PROJECT BRIEF

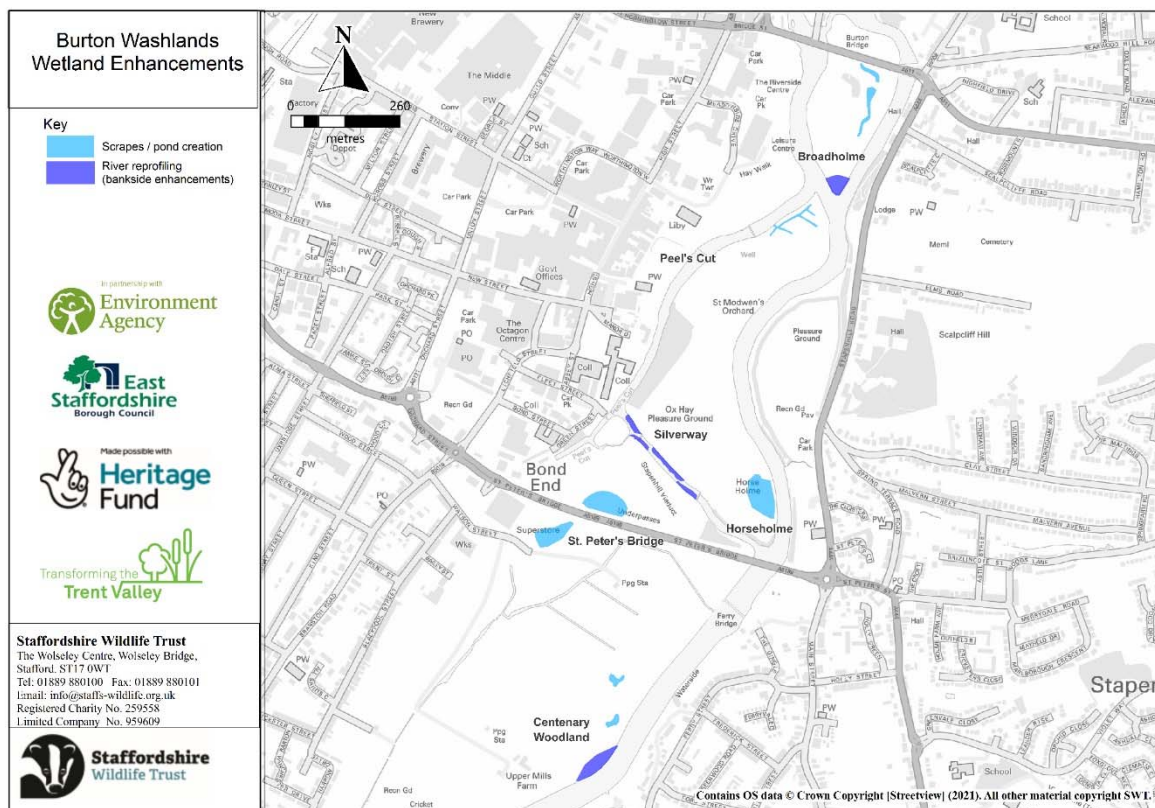
This project will deliver river and floodplain restoration on the Burton Washlands for the Living Floodplains project funded through the Environment Agency and The National Lottery Heritage Fund. The project will be delivered on East Staffordshire Borough Council's landholding.

The Washlands is an extensive piece of natural land that follows the river through to the heart of Burton upon Trent. The vision, informed by consultation with key stakeholders and the local community, addresses how to best balance the regular flooding of the area with the need for public access and recreation, whilst promoting nature conservation and a more environmentally sustainable approach to green space management.

This work will be completed between 1st July and 31st October 2022. The key aims of the wetland enhancements are to:

- Repurpose areas where water lies stagnant on the grass after a flood into wildlife ponds, which have diverse vegetated margins and can support a host of aquatic wildlife. By making these areas slightly deeper this will also focus flood water into them improving access to floodplain users during wetter periods once the main flood subsides.
- Address water flow in vegetated channels such as the Silverway (figure 1). The plans will look to lower the nettle covered banks enabling inundation during higher flow periods encouraging a more species rich aquatic flora and in low flow periods engineering the reach to improve flow during the summer season by creating inset berms. This will keep oxygen-rich water flowing through the channel all year round, which is good for fish and aquatic invertebrates and provides a sheltered habitat off the main Trent channel for fish to spawn in.
- Reprofile strategic sections of the banks of the River Trent by changing the slope of the bank. This will replicate how the river would have looked before it was artificially modified. By doing this we will create new habitats by varying the width of the river, exposing gravels, and creating areas of shallower water. These new habitats will support young fish and aquatic insects in the shallows as well as invertebrates specifically associated with exposed river gravels.

Figure 1: Map indicating the broad-scale wetland and river enhancements.



CONTRACT OBJECTIVES, SPECIFICATIONS & CONDITIONS (SECTION 1)

1. The objective of this contract is to restore diversity to the geomorphology of the Trent and create wetland features in its floodplain on the Burton Washlands.
 - a. This project will re-naturalise two sections of the River Trent by reprofiling the banks adjacent to the Centenary Woodland and on the southern tip of Broadholme Island. This will create two gravel beach features on a shallow bank profile which will benefit biodiversity and restore a river feature which would under natural circumstances be present.
 - b. This project will engineer the channel known as the Silverway (off Peel's Cut) lowering the ground to encourage wet vegetated margins rather than nettles. Some of the spoil generated will be used to create a series of berms along the existing channel in order to encourage flow in the channel when the water volume is at summer levels.
 - c. This project will see the creation of enhanced wetland areas in the Burton Washlands Floodplain at six locations carrying out a variety of enhancements including creation of ponds, scrapes and breaking open ditches (a glossary of

wetland terminology is included in the supplementary documentation, see appendix 5 for a list of supplementary documents). The spoil will be spread thinly in situ.

- d. The end result will be a very significant increase in habitat diversity for a multitude of wildlife including fish, invertebrates and birds. UK Priority species which may benefit will include Lapwing, Snipe, Spined Loach, Atlantic Salmon, Grass Snake, Otter, Water Vole and bat species.

2. Timing

- a. The excavations will be completed by end-October 2022, with online work on the river requiring completion before the end of September 2022 to avoid trout-breeding season.
- b. River reprofiling should be prioritised over the floodplain enhancements, which are not restricted on their delivery window.
- c. This excavation window has been scheduled to be carried out outside of trout breeding season (March – June and then October-December). This will avoid potential disruption to vulnerable species.
- d. As this is a public site and there are existing fishing rights along the River Trent the excavations on the river bank need to avoid key fishing competition dates. If the work is to be completed mid-week but straddle a weekend the site should be left in a suitable condition for anglers to access the banks. (see below for competition dates).
- e. These works are to be completed when ground conditions permit i.e. when ground conditions are not saturated or overly wet.
- f. Work should be planned for completion by end October 2022 with a second window of work permitted between the beginning of January and end of March 2023 in exceptional circumstances should adverse site conditions prevent delivery completion. This will require agreement with Staffordshire Wildlife Trust.

Fishing completion dates:

26th June 2022
3rd July 2022
17th July 2022
31st July 2022
7th August 2022
14th August 2022
21st August 2022
6th September – 8th September 2022 inclusive
18th September 2022
25th September 2022
30th September 2022

3. Method

- a. Stage 1 will include the excavation of the river banks of the River Trent east of the Centenary Wood and on the southern tip of Broadholme Island. Gravel and sand should be selectively screened and separated from topsoils and returned to the river to create shallows along its edge and topsoils should be spread thinly across the area of scrubby grassland adjacent to the wood. Screened gravels will be placed gently in the river to avoid disturbance of fine sediment. Wetland vegetation, where possible, should be retained and embedded back along the river's edge. Stage 1 will take place between August and September 2022.
- b. Stage 2 will be the reprofiling of the Silverway. A series of four sections where the banks will be lowered will enable the restoration of wetland vegetation and help to widen the capacity of the channel in higher water events. The spoil will partially be used to create bunds to restrict the summer width of the channel and encourage water flow. The remaining spoil will be spread thinly in situ across the grassland and reseeded. Sedimats or a suitable alternative, such as straw bundles, will be required during the excavation process to avoid fine sediment entering into the river. Reseeding will take place before the end of October 2022 once the other excavations are complete. There is possible buried pipework belonging to Molson Coors brewing industry. A cat scan is required before digging commences to determine the location of pipework.
- c. Stage 3 will be the creation of wetland features within the floodplain. This consists of seven areas of excavation. There are two areas where ditches will be opened up and five areas which will have scrapes and pools created. The topsoil will be spread in the very close vicinity and tracked over to secure the created features in place. There will be some variation in the feature and spoil depths to bring topographical diversity to the habitat.
- d. There are several trees where excavations are planned. These will be pollarded prior to works taking place so that a living tree is retained, which can be incorporated into the new feature. A large stump will be retained for ease of removal by machinery so that the living tree can be manipulated into a suitable position and secured through embedding into the feature.
- e. The spoil excavated from all features will be selectively screened using an attachable riddle bucket or similar so that gravel can be separated and returned to the water course and topsoil will be spread thinly in situ and reseeded. Screening will be to the approximate grade of between 12mm and 20mm. Screened gravels will be placed very gently back in the river to avoid disturbance of fine sediments. Any clay should be used within the features to create a seal at the base and sculpt microtopography.
- f. The specifications for the excavation volumes are as follows. The features correspond to the design overview map in appendix 2 and also in the detailed designs supplementary document:

Feature	Volumes of excavation m3	Material type /
Berm 1	45	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Berm 2	50	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Berm 3	30	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Berm 4	35	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Inset floodplain 1	369	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Inset floodplain 2	618	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Inset floodplain 3	322	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Inset floodplain 4	361	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Lowering	1200	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Wetland 1	3600	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Wetland 2	5000	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Wetland 3	1300	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Proposed inside bend lowering	4000	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Scrapes 1	450	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Scrapes 2	1800	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.

Scrapes 3	1100	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Total	20280	

- g. Following the work completion for each stage the working ground should be repaired to the satisfaction of SWT and the landowners as stated in the SWT standard contract in appendix 1.

4. Work Location and Access

- a. The site is a public local authority landholding within East Staffordshire Borough Council's ownership and tenancy. The habitats on site consist of amenity grassland, rough grassland, rush pasture and secondary broad-leaved woodland. The working area is mainly amenity grassland with some excavations within the Centenary Woodland and some within areas of rush vegetation of Broadholme and Horseholme Islands.
- b. Access to the site will be via Watson Street for the excavations south of the Silverway and off Horninglow Street (A511). A map showing the proposed route is included in appendix 4. The distance from the agreed vehicular storage area to the site is a maximum of 1km to the furthest site which is Horseholme.
- c. Maps to illustrate the project design are included in appendix 2.
- d. Copies of the detailed design proposals are included in appendix 2 and a table showing cut-fill volumes is detailed within appendix 3. The excavated material will need to be spread to a maximum thickness of ~210mm and reseeded. Gravels and sand found during excavation should be screened and used to create shallows in the River Trent at the two bank re-profiling locations.
- e. The site is largely comprised of the River Trent floodplain; this area is susceptible to extremely wet conditions especially in winter.
 - Vehicle access to large portions of the site is difficult, and low ground pressure vehicles should be considered a requirement for any vehicle access required.
 - Due to the difficult ground conditions a visit to the site to ascertain specific ground conditions is required.
- f. The site is public and unsecured, and is accessible by foot from multiple access points. Materials should not be left unattended on site without due consideration for security of and / or damage to materials; any materials left unattended will be at the risk of the contractor. Equipment, tools and vehicles should not remain on site overnight unless appropriate security measures are put in place. You may wish to include within your quotation, provision for overnight security personnel. Permission has been granted from East Staffordshire Borough Council to have compound set up in both the Meadowside Car park in the north and Fleet Street Car park in the south to store machinery off the floodplain overnight. Applicants should confirm the number of days storage is required and space needed so that we can estimate the parking fees. Once the cost is calculated this should be included in the tender. Should you wish to use this option to store machinery then this will

need to be verified with East Staffordshire Borough Council prior to the contract award.

- g. Refuelling should take place off the floodplain at the vehicle compound.
- h. In a flood event, vehicles should be moved following a flood warning, off the floodplain immediately.
- i. There is no provision of amenities on site and prospective contractors should make provision for a welfare unit as part of their proposals detailing its location and storage.
- j. Please contact the nominated officer to arrange a site visit ahead of submitting a tender. Tenderers should contact the nominated officer to schedule a site visit on 07498 369993 or at v.bunter@staffs-wildlife.org.uk. Applicants must attend a site visit as a condition of acceptance of their tender.

5. Quoting

- a. All costs must be shown with the VAT detailed. The successful consultant will be required to submit detailed invoices clearly stating the line of expenditure with the net, VAT and gross costs.
- b. Please endeavour to provide a detailed breakdown of quoted costs including items such as anticipated timescales for delivery, proposed machinery, operator and refuelling costs, pollution management, welfare costs etc.
- c. We will be appraising tenders on their cost effectiveness and value for money and will be selecting the most economically advantageous tender based on the criteria below.

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 required for this site or task.

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:
- b. Works delivered within the time frame detailed in Section 1.2.
- c. Ability to comply to all Health & Safety Requirements (see Appendix 1: Standard Contract Terms & Conditions).
- d. 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).
- e. 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 the Nominated Officer and Project Manager.	50%
2.	Experience of working effectively under similar access limitations	Case studies and / or references supplied with Tender. Any work the tenderer may have performed for the Trust previously will be taken into account.	25%
3.	Tender Price	Prices submitted in Tender (see Section 2: Itemised Costs).	25%

ITEMISED COSTS (SECTION 2)

Itemised costs	Unit Cost (Exc VAT)	Units	Total Cost (Exc VAT)
Preliminaries: Administrative	Please note: Preliminary costs can be provided as a single figure for all packages collectively rather than repeating or duplicating costs.		
Provision of Insurance: Min £5,000,000 (Five million) public liability cover (documents to be supplied following contract award)			
Provision of Risk Assessments and Method Statements for all aspects of work			
Demonstration of appropriate licences, qualifications and competencies required to undertake the contract.			
Other administrative costs to be incurred:			
1.			
2.			
3.			
Preliminaries: Logistical			
Vehicle and equipment relocation			
Please list required vehicle movements, and method of transport:			
Staff relocation and accommodation (if required)			
Other logistical costs to be incurred:			
1. Supply and delivery of a welfare unit to the works site.			

2. Relocation of machinery and equipment in the event that the scheduled delivery slot is altered following exceptionally adverse conditions.			
3.			
Total Preliminaries Cost (Exc VAT)			

Materials supply:

Supply of all materials required for works in accordance with the required specification (see Appendix 3). Please detail below:			
1 It is anticipated that only gravels and sand for the creation of the shallows in the river Trent will be gained in the excavation process. These will need to be screened before returning to the river.			
2 Wetland vegetation around the bank reprofiling areas should be retained and planted back into the excavated beach.			
3			
4			
5			
Some transportation across the works site of gravels to the reprofiling areas may be required if significant deposits are found during the excavation process.			
Please describe the proposed method of transporting materials onto site including delivery capacity and estimated trips required to transport all material:			
<p><i>N.B: All phases of the operation should have full method statements and risk assessments (RAMS) provided in addition to any information provided herein.</i></p>			
Materials provision: Total Cost (Exc VAT)			

Excavation costs:

Delivery of the works detailed in Part 1 of the tender document. Please provide an itemised breakdown of the costs detailing items such as the machinery inventory, operator costs, refuelling set up, pollution management, etc.			
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
Please describe your proposed method of delivery:			
<p><i>N.B: All phases of the operation should have full method statements and risk assessments (RAMS) provided in addition to any information provided herein.</i></p>			
Ground protection measures to prevent damage to areas to be subject to repeated vehicle movements:			
Please describe the measures to be implemented:			
Excavation Costs: Total Cost (Exc VAT)			

Total project Cost (Exc VAT)	
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Part B: Other Information		
Delivery Time	Please detail anticipated time required for each phase of the work described above	
Preliminary activities		days
Transport of materials		days
Completion of works detailed in section 1.2		days
Anticipated staff requirement	Please detail anticipated staff requirements for work, including justification for those numbers.	

TECHNICAL QUESTIONS (SECTION 3)

Please attach supporting information if required.

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 works.
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 excavations.
 - b) Method of screening and transfer of gravels across the site and machinery proposed.
 - c) Proposed measures to manage health and safety on site.
 - d) Proposed measures to avoid or prevent damage or disturbance to soft ground through repeated vehicle movements, understanding that this site is situated within a floodplain.
 - e) Proposed measures to manage pollution on site.
 - f) Delivery schedule for site, taking into account seasonal restrictions and public events detailed in section 1 paragraph 2.

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 carry out a range of floodplain and river enhancements and reconnect the river Trent to its floodplain at Burton Washlands.
- 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 floodplain enhancements and river reprofiling 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 to deliver activities between 1st July and 31st October 2022 as set out in section 1.2: Timing.
- 5) **Tendering procedure**
 - a) **THE DEADLINE FOR RECEIPT OF TENDERS IS THE 29th April 2022**
 - 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) Tenders should be delivered via email on weekdays between 9am and 5pm and addressed to the Financial Manager as follows:
 - i) Tenders should be sent as an attachment to an e-mail.
 - ii) E-mails should be sent to TTTV@staffs-wildlife.org.uk ONLY – the Nominated Officer should not be included.
 - iii) E-mail subject lines MUST include the Reference: ‘TENDER RETURN – TTTV LIVING FLOODPLAINS 02 TL012022’.
- 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:** Tenderers are required to visit the works site in order for a tender to be accepted, to do this they must contact the Nominated Officer who can arrange permission to access the land. CDM arrangements will be discussed during the site visit and confirmed in the contract.
- 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 the delivery period slot outlined in section 1.2.

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 5)

(To be completed by the Tenderer)

RELATING TO BURTON WASHLANDS FLOODPLAIN ENHANCEMENTS

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 excavate the proposed channel completed to a standard deemed satisfactory to SWT and the landowners for the Total Price set out above and in the Itemised Costs (if any).
3. We undertake to excavate the proposed channel and its reconnection with the River Trent 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 email to TTTV@staffs-wildlife.org.uk (see Section 4 for additional details) by [5pm on the 29th April 2022].

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 excavation 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.

Sub-contractor Name:	
Sub-contractor Contact Address:	

Portion of works to be sub-let:	
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IF NO SUB-CONTRACTING IS TO BE UNDERTAKEN STATE NONE BELOW.

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 the 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

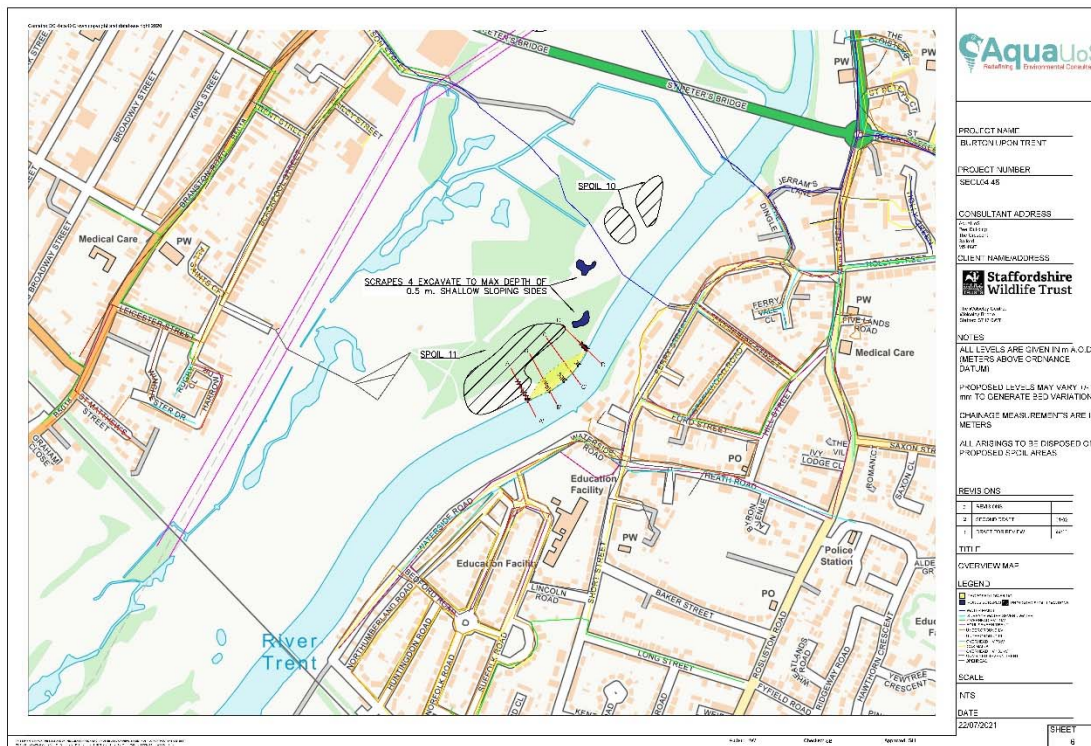
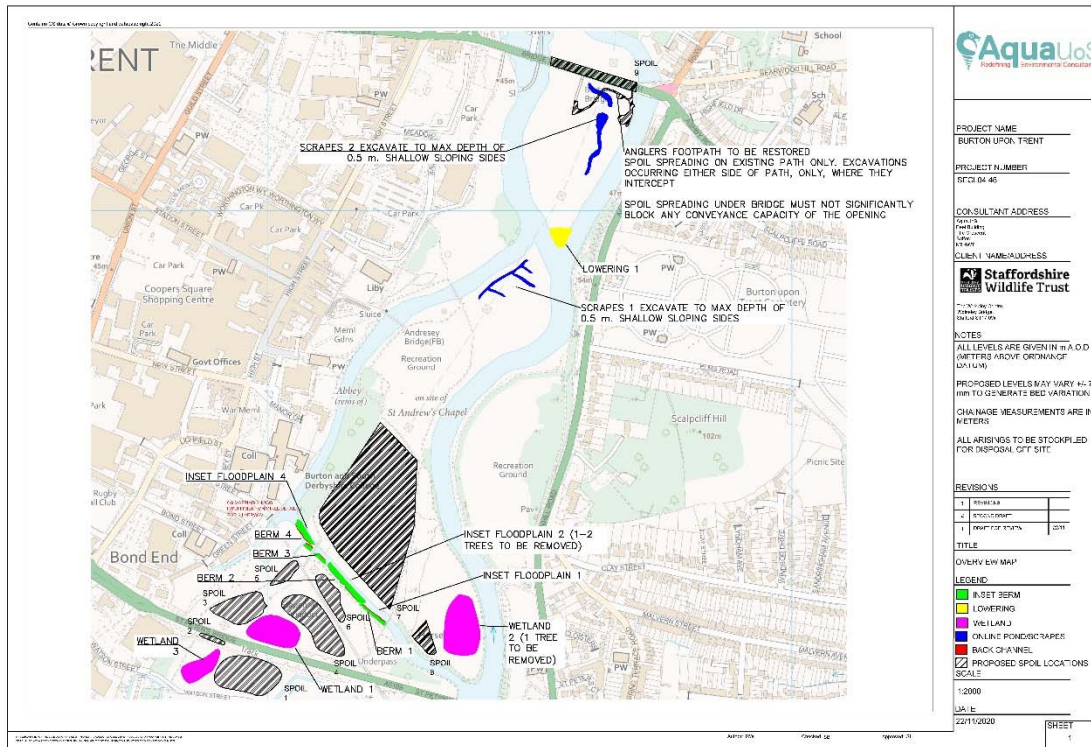
- a) When the works have been completed the contractor shall issue the Trust with a written statement to that effect and completion of the works will be deemed to have taken place on the day named in the statement.

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: Enhancements design

Design overview – full details with section drawings in separate pack.

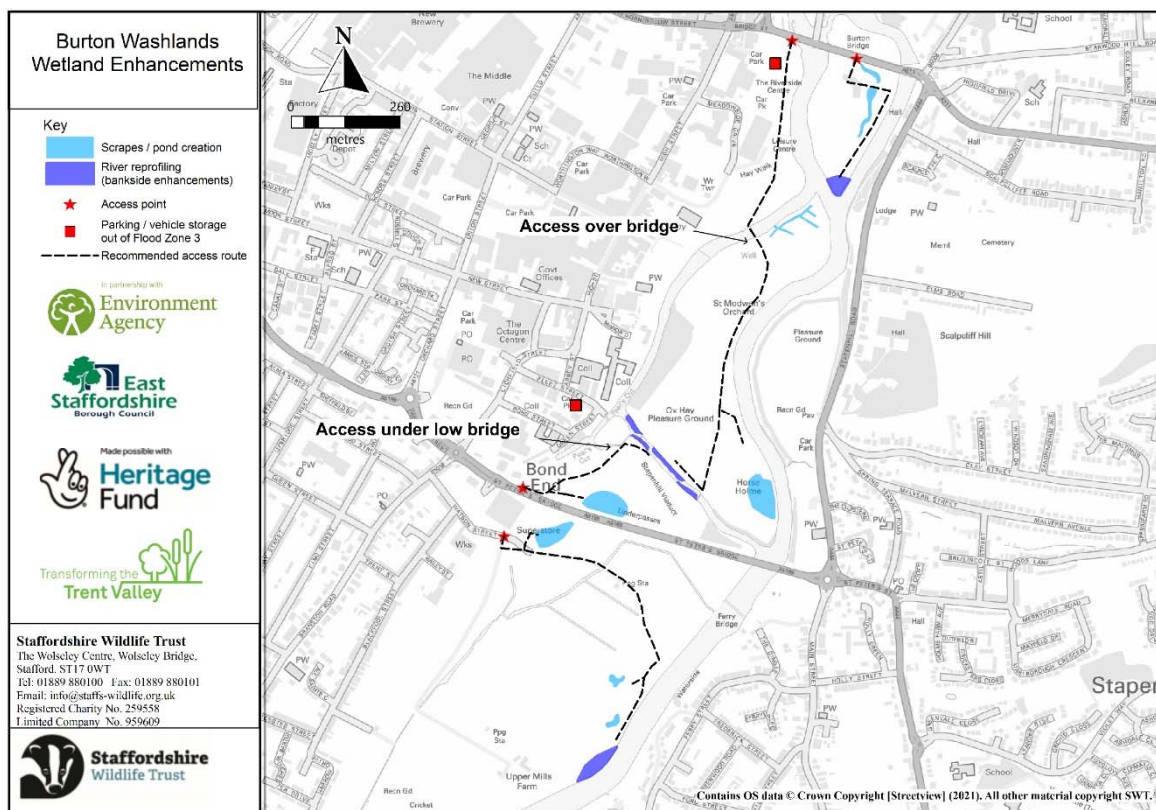


APPENDIX 3: Cut –fill volumes

Feature	Volumes of excavation m3	Material type /
Berm 1	45	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Berm 2	50	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Berm 3	30	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Berm 4	35	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Inset floodplain 1	369	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Inset floodplain 2	618	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Inset floodplain 3	322	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Inset floodplain 4	361	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Lowering	1200	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Wetland 1	3600	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Wetland 2	5000	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Wetland 3	1300	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Proposed inside bend lowering	4000	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Scrapes 1	450	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Scrapes 2	1800	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.

Scrapes 3	1100	Excavated floodplain sediment – riddle and return any gravels to watercourse. Excess material to be spread locally or taken off site.
Total	20280	

APPENDIX 4: Access to site



APPENDIX 5: List of accompanying documents

- Design Drawings Burton Washlands Restoration v1.0 FINAL_July2021_Issued
- Burton on Trent Washland - BoQ FINAL v1.0_July2021_Issued
- Augering Record at Burton Washlands v1.0
- Designers Risk Register Burton Washlands Restoration v1.0 FINAL_July2021_Issued
- Burton Washlands Restoration Outline Method Statement FINAL v1.0_July2021_Issued
- Molson Coors_Uilities.jpg
- Wetland Enhancements with Labels.jpg
- Access Routes.jpg
- Floodplain and River Restoration Terminology.docx

