



INVITATION TO TENDER FOR A FRAMEWORK AGREEMENT

SPECIFICATIONS, DOCUMENTS & CONDITIONS OF CONTRACT FOR

**MFF 08 2016-20 GULLY BLOCKING
FRAMEWORK**

Moors for the Future Partnership



CONTENTS

SECTION 1: CONTRACT OBJECTIVES, DETAILED SPECIFICATIONS AND CONDITIONS AND FORM OF TENDER

- PART A: CONTRACT OBJECTIVES AND INFORMATION**
- PART B: WORKS SPECIFICATION**
- PART C: DETAILED CONDITIONS**
- PART D: ITEMISED COSTS AND DONOR SITE DETAILS**
- PART E: FORM OF TENDER**

SECTION 2: INFORMATION AND INSTRUCTIONS FOR SUBMITTING A TENDER

SECTION 3: DEFINITIONS AND STANDARD TERMS AND CONDITIONS

ANNEXURES

- ANNEXURE I – MAPS RELATING TO THE CONTRACT**
- ANNEXURE II – SUPPLY AND CONSTRUCTION SPECIFICATIONS FOR ALL GULLY BLOCKING TECHNIQUES**
- ANNEXURE III - HAZARDS ASSOCIATED WITH THE WORKS**



SECTION 1: CONTRACT OBJECTIVES, DETAILED SPECIFICATIONS AND CONDITIONS AND FORM OF TENDER

PART A: CONTRACT OBJECTIVES AND INFORMATION

1. The objective of this Contract is the supply, transportation, and construction of Stone, Timber, Plastic, Heather Bale and Natural Fibre Log Dams in gully systems on restoration Work Sites around the Peak District and South Pennines SAC.
2. Tenderers are requested to provide rates for all aspects of the Works. If the Tenderer is unable to undertake the Materials supply element of the Works, Tenderers may tender for the transportation and construction element of the Works by providing rates in the Itemised Costs Section.
3. The Works include the following sub objectives:
 - a. Production of and adherence to all health and safety material for the delivery of the Works including; a construction phase plan as required under the CDM 2015 regulations and the provision and maintenance of insurance in accordance with the Standard Conditions to the sum of £10,000,000 (ten million pounds).
 - b. Clear communication with the Authority prior to and during the course of the Works, including but not limited to; Material Deliveries, Site access, helicopter availability, Lift Site requirements and Trackway installation.
 - c. The call off of temporary Trackway at the designated Lift Sites to store and prepare materials for airlifting and supervising Trackway installation.
 - d. The supply of gully blocking Materials for the Works and coordinating and receiving deliveries of gully blocking Materials to the Lift Sites and Delivery Sites.
 - e. Preparation of gully blocking Materials for transportation at the Lift Sites / Delivery Sites.
 - f. Transportation of gully blocking Materials from the Lift Sites / Delivery Sites to the Work Sites.
 - g. The construction of Dams in gully systems at the Work Sites to the standard specified by the Authority.
 - h. Providing a GPS record of the constructed Dams to the Authority upon completion.
4. This Invitation to Tender is for a Framework Agreement for the period 19th September 2016 to 31st March 2020 (the “Framework Period”). This means that Tenderers are requested to provide rates and supporting information to the Authority with the Tender return for evaluation. After evaluation, the Authority will appoint Framework Contractors to carry out the Works throughout the Framework Period after holding a mini competition once the Authority has a defined a Works plan for each Works Site. The framework process is set out in **Section 2** (Instructions on Submitting a Tender).

PART B: WORKS SPECIFICATION

1. PRODUCTION OF THE CONSTRUCTION PHASE PLAN AND MANAGING HEALTH AND SAFETY DURING THE WORKS

- a. The Works are subject to the CDM regulations 2015.
- b. The Contractor will be responsible for managing health and safety during the Works as the Principle Contractor.
- c. The Authority will provide the Contractor with a Pre-Construction Health and Safety Plan prior to the Works Commencement Date.
- d. The Contractor must provide the Authority with a Construction Phase Plan prior to the commencement of the Works.
- e. The Construction Phase Plan must be provided to the Authority in the form of a single comprehensive document by email.
- f. Please see **Detailed Conditions** regarding CDM 2015.

2. CALL OFF OF TEMPORARY TRACKWAY

- a. The Authority will have a supply contract in place for all temporary Trackway required for the Works.
- b. The Contractor will meet with the Nominated Officer prior to the start of the Works to agree a Trackway plan for the quantity and location of Trackway required for; Materials deliveries and storage, preparation of Materials for airlifting and airlifting of gully blocking Materials at the Delivery and/or Lift Sites.
- c. The Contractor will be responsible for the call-off of the Trackway and for ensuring that the Trackway supplier installs Trackway at the Lift Sites and/or Delivery Sites to the specification of the Trackway plan agreed between the Contractor and Nominated Officer.
- d. The Contractor will be present at the Lift Sites and Delivery Sites to receive and direct the Trackway installation and will provide signed delivery notes to the Authority as a condition of the Contract.
- e. Please **see Section 1 Part C** for detailed conditions regarding Trackway.

3. ACCESS, SUPPLY AND DELIVERY OF GULLY BLOCKING MATERIALS FOR THE WORKS

- a. The Contractor is requested to provide rates for the supply, delivery and preparation of Materials for the Works.
- b. If the Tenderer is unable to undertake the Materials supply element of the Works, Tenderers may provide rates for receiving Materials deliveries and preparation of Materials for transportation to the Works Sites.
- c. The Authority may, at its option, supply Materials for the Works. **All Tenderers must provide separate rates for receiving deliveries of Materials and preparation of Materials for transportation to the Works Sites in its Itemised Costs.**
- d. The Contractor will be responsible for receiving deliveries of all gully blocking Materials to the Delivery and/or Lift Sites.
- e. The responsibility for the supply and delivery of Materials for the Works will be agreed at the pre Contract Meeting.

- f. At the Tender Return Date the quantities of gully blocking Materials required for the Works are unconfirmed. Quantities will be confirmed to the Contractor by the Nominated Officer at the pre Contract meeting.
- g. At the Tender Return Date the Delivery Sites and Lift Sites are unconfirmed
- h. Gully blocking Materials required for the Works will include; Stone, Timber, Plastic, Heather Bales and Natural Fibre Logs.
- i. The specifications of gully blocking Materials required for the Works are contained in **Annexure 2**.
- j. The Contractor will provide all Equipment and Machinery required for unloading and handling of the Materials at the Delivery Sites and/or Lift Sites
- k. The Contractor will detail in their RAMS and Tender the means and methodology for supply and delivery of the Materials and will ensure that the RAMS are communicated and adhered to by all staff.
- l. Where the Contractor is responsible for Materials supply and delivery, the Contractor will be required to deliver Materials in delivery vehicles that do not exceed a maximum load of 20 tonnes of Materials per vehicle. The Tenderer should take this requirement into consideration when pricing their delivery costs.
- m. The Contractor will be responsible for transporting all Materials from the Delivery Site to the Lift Site if required.
- n. The Contractor will provide signed delivery notes for Materials delivered to the Delivery Sites and/or Lift Sites to the Authority as a condition of the Contract. Payment will not be authorised by the Authority for completed works until the Contractor has provided such delivery notes.
- o. Invoices may be paid at agreed payment dates throughout the Works but Invoices will not be paid until the Authority has received the relevant delivery notes.
- p. Please see **Section 1 Part C** for Detailed Conditions regarding the supply and delivery of Materials.

4. HEATHER BALE SUPPLY –DONOR SITES

- a. At the Tender Return Date the Authority cannot confirm the exact number (including the maximum or minimum number) of Heather Bales required.
- b. The Tenderer must indicate in the **tables located in the itemised costs section** the names and addresses of those Donor Sites from which it intends to source the Heather Bales (in whole or in part) detailed in the Tender. Moors for the Future will use all reasonable endeavours to ensure that all information on Donor Sites will be kept confidential and viewed only by Moors for the Future staff.
- c. Variations to the Donor Sites from which the Contractor intends to source the Heather Bales will not be permitted without prior written consent from the Nominated Officer.
- d. Please note that Heather Bales required for the Works may be sourced from any location within the United Kingdom however all Donor Sites will be subject to biosecurity checks by the Authority.
- e. In the experience of the Authority, recipient sites prefer Heather Bales that are sourced from local moors to minimise biosecurity risks.
- f. The Heather Bales are to be used as part of the stabilising and re-wetting of bare peat areas on the uplands of the Peak District and South Pennines. The land it will be transported to and installed on ("the Recipient Land") is often agricultural land which may be managed for grouse shooting. The Contractor acknowledges that it is aware of the intended use of the Heather Bales and warrants that it has made the appropriate enquiries at the Donor Site and that there is no known history of pest or disease at the Donor Site which may affect any agricultural or sporting interests on the Recipient Land. The

Contractor must immediately notify the Nominated Officer if it becomes aware of any such disease or pest and shall ensure that the owner of the Donor Site shall also notify the Contractor of any such presence. It is agreed that a breach of this Clause constitutes a material breach of Contract that may be terminated or suspended under the Standard Terms and Conditions and that in addition to the Contractor being liable for the Authority's costs associated with a breach, the Contractor will also be directly liable to the Landowner or User of the Recipient Land for any costs, damages and demands incurred (including indirect loss and loss of profits).

- g. The Contractor shall also provide a letter, or other written confirmation, from the owner of the Donor Site confirming all permissions are in place and that there is no known history of pest or disease at the Donor Site which may affect any agricultural or sporting interests on the Recipient Land.
- h. The Tenderer must supply all available archaeological information about the Donor Sites with their Tender Return.
- i. The Authority may carry out further archaeological checks to the Donor Sites and approval must be granted by the local regulatory body before permission is granted by the Nominated Officer for Heather Bales to be supplied from the Donor Sites.
- j. The Tenderer must obtain Natural England permission for cutting Heather Bales on the Donor Sites if the Donor Sites are classified as SSSI. Such permissions must be detailed in the Tender Return.

5. DELIVERY OF HEATHER BALES:

- a. The Contractor shall notify the Nominated Officer when it is in a position to commence baling the heather. Once commenced, the Nominated Officer will as soon as practicable inspect the Heather Bales and confirm whether they are acceptable and/or give instruction on quality required.
- b. The Nominated Officer may also inspect the Heather Bales at the Delivery Site(s) and may refuse to accept Delivery if their condition fails to reach the required standards set out in **Section 1** and **Annexure 2**. In the event that the Nominated Officer rejects any Heather Bales, the Contractor shall immediately procure replacement Heather Bales (at its own cost) or (at the option of the Nominated Officer) may suspend this Contract and the Authority may procure replacement Heather Bales from an alternative supplier and the Contractor shall not be entitled to Payment in respect of such Heather Bales.
- c. The Tenderer must clearly describe the form and consistency in which the Heather Bales will be supplied which in addition to clearly demonstrating suitability for dam construction must also where possible facilitate the efficient transportation and distribution with the minimum wastage.

6. PREPARATION OF MATERIALS FOR TRANSPORTATION TO THE WORKS SITES

- a. The Contractor is required to sort the Materials into loads for transportation to the Works Sites. It is the Contractor's responsibility to ensure that the means of sorting the Materials into loads and the transportation of loads are suitable and safe.
- b. The Contractor is responsible for supplying all Equipment and Machinery required for the preparation and transporting of loads.
- c. The Contractor will detail in their RAMS and Tender the means and methodology for preparing loads and will ensure that the RAMS are communicated and adhered to by all staff.
- d. The Contractor must ensure that any means of transporting the Materials is an efficient operation.

7. TRANSPORTATION OF MATERIALS TO WORK SITES

- a. The Authority anticipates that transportation of Materials to the Works Sites will mostly require aerial load lifting.
- b. At some Works Sites transportation of Materials may be able to be undertaken by tracked ground vehicles.
- c. The Authority will have the final decision on Work Sites that are suitable for transportation of Materials by tracked ground vehicles. The type of transportation required will be provided to Framework Contractors during any mini competition.
- d. Tenders must detail their rates for their chosen method(s) of transporting Materials to the Works Sites in the Itemised Costs.
- e. It is the Contractor's responsibility to mark out the Drop Sites for the loads of Materials at the Works Sites.
- f. The Authority at its option may choose to work in conjunction with the Contractor during the transportation of the Stone; however the Contractor must demonstrate that they are capable of completing this task without such input.
- g. Flight distances, Lift Sites and access routes for transporting the Materials are unconfirmed at this time.
- h. The quantities of Materials for transportation are unconfirmed at this time
- i. It is the responsibility of the Contractor to ensure that it has all the required Equipment and Machinery and personnel to satisfactorily complete the Works. **The Contractor must supply all transportation Equipment required for the Works** including but not limited to helicopter lifting bags, skips, nets, secondary hooks, extension strops, slings, and Load strops/ropes.
- j. **The Contractor is responsible for Marshalling** and will provide sufficient personnel to Marshal each load and Drop Site at the Works Sites.
- k. The following weights are typical for each of the types of Materials being loaded;
 - i. One Dumpy Bag of Plastic (60-80 sheets) – 200kg
 - ii. One Dumpy Bag of Heather Bales (4 bales) – 140kg
 - iii. One Dumpy Bag of Coir (8-10 mini logs) – 100kg
 - iv. One Timber Dam consists of 4-5 planks and 2 fencing stakes
 - v. One Load of Stone – 750kg (as a Stone dam unit is required to be 750kg)

This information is provided for information purposes only and may not be relied upon.

8. CONSTRUCTION OF DAMS AT THE WORKS SITES

- a. The locations of the Works Sites are unconfirmed at this time but are anticipated to be in remote upland areas at high altitude and may include waterlogged ground, deep peat and stream channels.
- b. The locations of the Works Sites are anticipated to be several kilometres from the nearest metalled road or surfaced vehicle track.
- c. Construction specifications for all Dam types are detailed in **Annexure 2**.
- d. At the Tender Return Date the quantities and locations of each type of Dam to be constructed at the Works Sites are unconfirmed.

- e. Quantities of Dam units and locations of gully systems to be blocked at the Works Sites will be provided to the contractor in the Gully Blocking Plan. The Gully Blocking Plan will be provided to Framework Contractors during any mini competition.
- f. The Contractor will construct Dams at the Works Sites in accordance with the Gully Blocking Plan and the construction specifications detailed in Annexure 2.
- g. There may be some areas within the Works Site that will be left free from any type of Works ("the Exclusion Areas"). These will be identified to the Contractor by the Nominated Officer on or before the Works Commencement Date. The Contractor must not and must ensure that subcontractors must not carry out any Works in the Restricted Areas.
- h. The Contractor will remove all excess Materials and Waste Materials from Work Sites and Lift Sites within 1 week of completion of constructing the last Dam.

9. PROVIDING A GPS RECORD OF THE CONSTRUCTED DAMS TO THE AUTHORITY UPON WORKS COMPLETION.

- a. GIS information relating to the Gully Blocking Plan will be provided to the Contractor prior to the commencement of the Works.
- b. Contractor employees must be capable of using GPS systems and maps to navigate the Works Sites and construct dams at the Works Sites in accordance with the Gully Blocking Plan.
- c. During construction of Dams at the Work Sites, the Contractor must record the location and type of each Dam constructed with a GPS device and the GPX file and OS co-ordinates must be promptly passed to the Nominated Officer.
- d. For the purposes of recording data, **1 GPS point must be recorded per 1 constructed Dam.**

10. DETAILS AND MAPS FOR DELIVERY SITES, LIFT SITES AND WORKS SITES

- a. Notwithstanding that at this time Delivery Sites, Lift Sites and Works Sites are unconfirmed **Map 1** located in **Annexure 1** outlines the delivery areas that the Authority anticipates are likely to be used for the Works. The Tenderer should use these areas as a basis for pricing their Materials supply and delivery costs.
- b. The Authority anticipates that the Lift Sites for the Works will be located in the general region of the delivery areas outlined in **Map 1**. The Tenderer should use these as a basis for pricing any helicopter location fee.

PART C DETAILED CONDITIONS

1. TIMING OF WORKS DELIVERY:

- a. Target Works Commencement Date: **3rd October 2016**
- b. Anticipated Works delivery periods:
 - i. Year 1 - September 2016 – March 2017
 - ii. Year 2 – August 2017 – March 2018
 - iii. Year 3 August 2018 – March 2019
 - iv. Year 4 August 2019 – March 2020
- c. All Works to be carried out at the direction of the Nominated Officer to coincide with other carefully timed contracts.
- d. The Program of Works will be confirmed with the successful Tenderer at the pre contract meeting.
- e. Notice of at least two weeks must be given to the Nominated Officer before commencement of the Works.

2. PROGRAMME OF WORKS

- a. The Contractor must adhere to the Programme of Works. It is essential that the Works are carried out in accordance with the Programme of Works and are completed by the Target Completion Date in each Contract. Any delay may also have an impact on other Authority projects and contracts. In the event that the Contractor is in breach of this provision the Authority reserves the right to treat such breach as an actionable breach.
- b. The Contractor shall carry out the Works on particular Works Sites in the order notified to the Contractor by the Nominated Officer ("the Works Sites Schedule"). The Works Site Schedule is not confirmed at this time and may not be in a logical geographical order. The Works Sites Schedule shall be determined by the Nominated Officer having due regard to landowner consents, shooting dates and other constraints and shall be notified to the Contractor by the Nominated Officer at the pre-contract meeting.
- c. The Programme of Works (including the Works Sites Schedule) will be notified to the Tenderer at the pre contract meeting and shall form part of the Contract.
- d. The Authority may vary such Works Sites Schedules on notice to the Contractor. If such variation occurs at any time during the Contract Period the Authority shall use reasonable endeavours to give the Contractor at least 72 hours prior notice. Any such variation shall not be treated as a Contract Variation.

3. ENVIRONMENTAL REQUIREMENTS:

- a. All Works to be undertaken by the Contractor must comply with the codes of practice for Operations on Sites of Special Scientific Interest, Water Catchment Land, Environment Agency Regulations, Regulations issued by Dept. Of Environment, DEFRA and all current Health and Safety Regulations.
- b. The Contractor shall not damage or permit damage of any areas allocated for the Sites, and Access Tracks. In the event of any damage, the Contractor shall procure that the same is reinstated to the absolute satisfaction of the Nominated Officer within 1 month of the final invoice date or by the Works Completion Date, whichever is soonest.
- c. The Contractor is restricted to the specified storage areas notified to it by the Nominated Officer for the unloading, loading of Materials, parking of vehicles, and storage of Materials.
- d. Fuels may be stored at some of the Sites but only with prior approval from the Nominated Officer. All Fuels must be stored in a suitable, secure container according to the COSHH assessment undertaken by the Contractor and provided to the Authority. Fuels must not be located near to any open watercourse. The type of container used to store fuel must be agreed with the Nominated officer prior to the Works Commencement Date.



- e. The Contractor shall ensure that it has at all times on the Sites spill kits for Fuels and Oils specified in its Method Statements and shall immediately use the same in the event of such spillage in accordance with manufacturer's instructions.
- f. Removal of Waste Materials and any other Materials from the Sites, Access Tracks remain the responsibility of the Contractor. **For the purposes of this clause only all Stone in relation to the Works shall not be treated as Waste Materials.** The removal of Stone is dealt with pursuant to **Clause 19** of this Section.

4. HEALTH AND SAFETY: PRINCIPLE CONTRACTOR

- a. The Works are subject to the CDM Regulations 2015.
- b. The Authority will nominate the Principle Contractor.
- c. The Principle Contractor will be responsible for managing Health and Safety during the course of the Contract.
- d. The Authority will provide the Principle Contractor with a Pre-Construction Health and Safety Plan prior to commencement of the Works.
- e. The Principle Contractor must provide the Authority with a Construction Phase Plan prior to commencement of the Works.
 - i. The Construction Phase Plan must be provided to the Authority in the form of a single comprehensive document by email, or by such other means as agreed with the Nominated Officer.
 - ii. The Construction Phase Plan must include site- and task-specific Risk Assessments and Method Statements, all relevant Material Safety Data sheets and COSHH Assessments.
 - iii. It is the responsibility of the Principle Contractor to identify all potential hazards associated with the Works and provide Risk Assessments and Method Statements for the mitigation of these within the Construction Phase Plan. The information provided to the Principle Contractor by the Authority within the Pre-Construction Health and Safety Plan should not be treated as exhaustive or definitive.
 - iv. Hazards should be considered in terms of the Site(s) and any other locations utilised during the delivery of the Works. Works(s) and operations and activities undertaken when delivering the Works and the potential impacts of these on the Site(s) and the users. Users, any and all individuals, groups, organisations and companies that may have reason to visit the Site(s) on which the Work(s) are being undertaken.
- f. Prior to commencing any Works, the Principle Contractor will submit any alterations to the Construction Phase Plan that may be necessary, for the approval of the Nominated Officer. The Principle Contractor's Construction Phase Plan will be subject to the Nominated Officers approval, prior to the Works Commencement Date.
- g. The Contractor is to provide his own welfare facilities for the duration of the Works.

5. HEALTH AND SAFETY: ALL CONTRACTORS (INCLUDING THE PRINCIPLE CONTRACTOR)

- a. Method Statements supplied with the Tender will need to be approved by the Nominated Officer. Method Statements should include operational Risks Assessments, copies of which are to be submitted with this Tender. Failure to submit Method Statements and Risk Assessments may result in the disqualification of the Tender.
- b. No later than 28 days prior to the Works Commencement Date, each Contractor must supply to the Principle Contractor:
 - i. Copies of Site Risk Assessments for all the Sites identified in the Location Maps.
 - ii. Material Safety Data sheets, if required.

- iii. A copy of his Health and Safety Policy which is issued to his employees.
- c. The Contractor(s) will be responsible for complying with the Construction Phase Plan during the course of the Contract.
- d. Prior to commencing any Works, the Contractor(s) will submit any alterations to the Method Statements that may be necessary, for the approval of the Principle Contractor.
- e. Each Contractor is to provide his own welfare facilities for the duration of the Works unless agreed otherwise with the Principle Contractor.
- f. Potential Hazards Associated with the Works
 - i. The Contractor should identify all potential hazards associated with the Works and provide risk assessments and Method Statements for the mitigation of these with the Tender Return.
 - ii. Once the site(s) are known and contracts awarded, site-specific Method Statements must be provided to the Principle Contractor. Hazards should be considered in terms of the Site(s) and any other locations utilised during the delivery of the Works. Works(s) and operations and activities undertaken when delivering the Works and the potential impacts of these on the Site(s) and the users. Users, any and all individuals, groups, organisations and companies that may have reason to visit the Site(s) on which the Work(s) are being undertaken.

6. RESTRICTED DATES

- a. Works may be restricted (or prohibited) on the instructions of the Nominated Officer on the Restricted Dates.
- b. The Contractor will be informed of the Restricted Dates at the pre contract meeting.
- c. No Works are permitted on the Restricted Dates strictly in accordance with the instructions of the Nominated Officer. Any breach of this Clause shall be treated as a material breach and the Contractor shall be liable for any damages, delay and expenses suffered or claimed by or against the Authority as a result in accordance with **Clause 12** of this Section and the Standard Conditions. The Authority reserves the right to terminate or suspend of the Contract in such circumstances.

7. ACCESS, SUPPLY AND DELIVERY OF ALL GULLY BLOCKING MATERIALS

- a. **Gully blocking Materials supply** - At the Works Commencement Date the Contractor will be required to have sufficient gully blocking Materials to be able to start the Works to the Specification.
- b. Co-ordination of the delivery of the gully blocking Materials to the Delivery or Lift Site will be the responsibility of the Contractor. For the avoidance of doubt the Contractor must ensure that, having regard to lead times, it has sufficient gully blocking Materials at the Lift Sites in order to ensure that it can carry out and complete Works in accordance with the Programme of Works.
- c. The Nominated Officer must be informed 1 week prior to the delivery of Materials, Equipment and Machinery to inform stakeholders and Landowners.
- d. Deliveries of Materials are to be made to the relevant Delivery and/or Lift Site. The Contractor is then to arrange forwarding of the Material to the Lift Site in conjunction with the Nominated Officer, if required.
- e. Once the Contractor has organised delivery of Materials to the relevant Delivery and/or Lift Site, the Materials are the responsibility of the Contractor and in the event that they are not transported to the Works Site then it is the responsibility of the Contractor to

remove the Material from the Delivery and/or Lift Site as soon as practicably possible, and in any event within 15 days of Works Completion Date.

- f. The Contractor will be responsible for all aspects of the Delivery and Lift Sites. These are to include, but not limited to, Traffic Management, Delivery/Lift Site security, H&S considerations, damage to the Delivery /Lift Site and surrounding areas, safety of its staff and members of the public and any other considerations that may be identified by the Nominated Officer, or considerations under CDM 2015.
- g. The Contractor must put in place and ensure there is always provided suitable and sufficient site safety and signage details of which must be provided within the Contractor's Method Statement for prior approval by the Nominated Officer.
- h. The Contractor is responsible for ensuring that the Delivery or Lift Site and any Access Track are made safe to persons and property prior to and during deliveries occurring and that for the duration of the Contract that any access routes remain open to the public and any other legitimate users.
- i. Due consideration must be taken when dealing with the public and other legitimate users on an open area. The Contractor must put in place and ensure there is always provided suitable and sufficient site safety and signage details of which must be provided within the Contractor's Method statement.
- j. The Contractor shall not damage or permit damage of the area allocated for the Delivery and/or Lift Site. In the event of any damage, the Contractor shall procure that the same is reinstated to the absolute satisfaction of the Nominated Officer within 1 month of the last delivery from the Delivery Site or by the Contract Completion Date, whichever is soonest.
- k. On delivery of the gully blocking Materials, the Contractor shall issue a copy of the delivery note to the Nominated Officer at the address below:

Moors for the Future
The Moorland Centre
Edale
S33 7ZA
- l. The Contractor will provide signed delivery notes for Materials delivered to the Delivery Sites and/or Lift Sites to the Authority as a condition of the Contract.
- m. The Contractor shall notify the Nominated Officer on an agreed day before each working week of:
 - i. The amount of gully blocking Materials it shall arrange delivery of and when;
 - ii. The Lift Sites to which the gully blocking Materials shall be Delivered (if applicable);
 and shall incorporate the requirements of the Nominated Officer.

8. LIFT SITE(S)

- a. The Contractor is responsible for ensuring that the Access Tracks and Lift Site(s) are made safe to persons and property prior to and during the Contract Period and that for the duration of the Contract any Access Tracks remain open to the public and any other Users.
- b. The Access Tracks identified in the Gully Blocking Plan, and situated within the Lift(s) Site boundaries, should be adhered to at all times.
- c. The Lift Site(s) is to be kept in a neat and tidy condition commensurate with its use as a temporary lift site within a SSSI area and the South Pennines Special Area of Conservation.
- d. The Nominated Officer shall give instructions to the Contractor before the Works Commencement Date as to extent of land at the relevant Lift Site(s) that may be used in connection with the Works (including, if applicable provision of a copy of any permissions granting use of the Lift Site(s)). The Contractor must comply with these instructions and any conditions contained in any permission and ensure that all sub-contractors are notified of and comply with the same.
- e. The Contractor should liaise with the Nominated Officer at least 48hrs before requiring initial access to the relevant Site, in order that the Landowner and other stakeholders can be advised.

9. TRANSPORTING MATERIALS TO THE WORKS SITES

- a. The Contractor will be responsible for identifying a safe method of transporting all Loads from the Lift Site to the Works Site and supply all Equipment and Machinery required including but not limited to secondary hooks, extension strops, slings, and Load strops/ropes.
- b. The Contractor will fasten and secure all Equipment to the loads required to transport the Loads from the Lift Site to the Works Site.
- c. It is the Contractor's responsibility to ensure that the method and any Equipment and Machinery used to transport loads is suitable and safe.
- d. The Contractor will detail in their RAMS the means and methodology for the transport of the Materials and Marshalling the Lift/ Drop Sites. This must detail any Equipment or Machinery or airlifting equipment to be used and provide information on the safe working load or manufacturer's specification.
- e. Any amendments in the Method Statement must be agreed, in writing, by the Nominated Officer and a new Method Statement submitted by the Contractor.
- f. Any loads deemed not suitable for transportation by the Contractor MUST NOT be transported and must be indicated to the Nominated Officer at the end of the working day.
- g. When transporting Materials, Equipment and Machinery to and from the Delivery, Lift and Works Sites and within the Sites the Contractor will seek to minimise damage to the ground surface, and adjacent features (walls, pasture etc.).
- h. The Contractor shall rectify all damage caused by access and use of the Sites promptly at his own expense and to the absolute satisfaction of the Nominated Officer.
- i. The Contractor is responsible for all costs incurred in any rectification works required and are potentially liable for costs incurred by the Authority in sorting out these damages.
- j. The Works Sites are unsecured with access to the public. Equipment and machines and tools may be left unattended or remain on the Works Site overnight at the Contractor's own risk, but only in locations to be agreed with by the Nominated Officer.
- k. Removal of Equipment and Machinery from the Works Sites shall remain the responsibility and liability of the Contractor.

- l. Equipment and Machinery movement on the Works Sites should be kept to the minimum that might reasonably be expected to complete the Works. Machinery and Equipment access and egress routes must be agreed with the Nominated Officer prior to the Works Commencement Date.
- m. The Work Sites are level but Contractors should expect to cross waterlogged areas, small gullies and stream channels to reach Work Sites.

10. MARSHALLING

- a. **The Contractor is responsible for Marshalling helicopter operations at the Lift Sites including Marshalling members of the public and will provide sufficient personnel to do this.**
- b. The Authority at its option may remove the responsibility for marshalling members of the public at the Lift Sites from the Contractor and provide Authority staff for marshalling.

11. PUBLIC TRANSPORT FLYING (AOC)

- a. It may be necessary to airlift the Authority personnel onto the Sites to review the work in progress and/or for marshalling the helicopter operations. It may also be necessary to airlift external third parties out onto the Sites. All personnel to be lifted onto Sites must be briefed by the Contractor.
- b. Licences and Certificates:
 - i. Pilots must have a Commercial Pilots Licence.
 - ii. The Contractor must ensure that the use of helicopters complies with all CAA and HSE guidelines
 - iii. The Contractor or Sub-contractor undertaking the Aerial Works must also hold a CAA Type B Operating Licence.
 - iv. Employees of the Contractor or sub-contractor must not be flown to Site in an aircraft unless that aircraft is being operated in conjunction with a valid Air Operators Certificate, unless they are direct employees of the Helicopter Operator.
 - v. Copies of all required documents must be submitted with the Tender Return.

12. LIQUIDATED DAMAGES

- a. This Contract consists of one element of a much larger project involving a number of contracts for the delivery of goods and the provision of services. If the Contractor fails to complete the Works by the dates required, the Authority may incur costs for a related contract or for the failure to deliver the project as a whole. The Authority will act reasonably in minimising such costs and acknowledges that such failure may result from a Force Majeure Event. However, the Authority reserves the right to claim the costs it has incurred as a result of the failure of the Contractor to comply with its obligations.
- b. In the event that the Works are not completed by the Target Completion Date (save where the delay is caused by a Force Majeure Event or the negligence or omission of the Authority) the Contractor shall be liable to pay on demand to the Authority in liquidated damages such costs as the Authority may reasonably incur (including the costs of the Authority suspending this Contract and obtaining the services of another contractor to perform the Works) as a result of such delay whether in relation to this Contract or such other dependant contract where the delay has an adverse effect on the Project.

13. MATERIALS

- a. Any Materials provided by the Contractor shall be the property of the Authority from the date of payment of the relevant invoice. Any Materials supplied by the Authority will remain the property of the Authority.

14. INSURANCE

- a. The Contractor (and any sub-contractors) shall be required to maintain and provide evidence of insurance in accordance with the Standard Conditions in the sum of £10,000,000 (ten million pounds).

15. DAILY LOG

- a. The Contractor must provide the Nominated Officer with a Daily Log of the Works carried out each day (even if no Works are carried out on that day). The Daily Log shall contain:
 - i. the name of the relevant Site;
 - ii. a map with a shaded area showing the approximate location(s) of Materials applied to the Site(s);
 - iii. the reason for any inactivity regarding point (i); and
 - iv. brief summaries of any Accidents, Incidents, Near Misses, Unsafe Acts or any event reportable under RIDDOR (and defined therein).
- b. The Nominated Officer shall provide the Contractor with a suitable template for the Daily Log. The Contractor may use their own format, with the prior approval of the Nominated Officer.

16. AERIAL TRANSPORT CONDITIONS

- a. Downtime Expenses
 - i. Downtime Expenses will be paid for whole or half days where the Nominated Officer instructs the Contractor not to carry out any part of the Works on a day where it is reasonably practical for Works to occur. Downtime Expenses will not be paid for any other reason (unless caused by negligence of the Authority).
 - ii. Where the Contractor, having received such notice from the Nominated Officer, is able to work on any related (or unrelated) contract for such period of the suspension of the Works, Downtime Expenses shall not be payable for such period and the Contractor shall confirm in writing to the Nominated Officer that such alternative work has not been carried out.
- b. The suitability of flying conditions for whatever reason remains with the Contractor or Sub-Contractor undertaking the aerial work.
- c. The Contractor or sub-contractor undertaking the Aerial Transport must undertake such works on every day of the Contract Period from the Works Commencement Date subject to:-
 - i. Availability of Materials for Aerial Transport at the Lift Site;
 - ii. Suitable weather conditions;
 - iii. Health and safety considerations.

17. SITE FOREMAN

- a. The Contractor shall ensure that a dedicated Foreman is assigned to the Works for the entire Contract Period to ensure continuity management. The identity of the Foreman will be notified to the Nominated Officer on or before the Works Commencement Date. The Contractor shall not change the Foreman without the prior approval of the Nominated Officer.
- b. The Authority expects the Site Foreman to be responsible for the quality of the delivery of the Contract.
- c. The Authority may check the quality of the Materials at the Donor Site or the Delivery Site or Lift Site. If the quality of the Materials is not ensuing to the Specification then the cost of any subsequent Site visits made by the Authority in order to rectify / monitor quality issues

- will be the responsibility of the Contractor.
- d. The Authority may check the quality of the constructed Dams at the Works Sites. If the quality of the constructed Dams is not ensuing to the specification in this Section then the cost of any subsequent Site visits made by the Authority in order to rectify / monitor quality issues will be the responsibility of the Contractor.
- e. Such additional Site visits will be charged to the Contractor at a rate reflecting the reasonable costs incurred by the Authority.

18. TEMPORARY TRACKWAY

- a. The Authority will hold a supply Contract for all temporary trackway ("Trackway") required for all Delivery Site and Lift Site areas. The Trackway should provide an area that is large enough to allow access and egress to forwarding vehicles without them driving on any vegetation, and to allow storage of any Materials delivered to the Lift Site without affecting the surrounding vegetation. The exact location, size and shape of the Trackway will be agreed between the Nominated Officer and the Contractor prior to its installation. Any proposed amendments to the Trackway must be requested and approved in advance of installation by the Nominated Officer. Any amendments to the position, size or any other consideration of the Trackway required during the Contract Period must be submitted in writing and approved by the Nominated Officer prior to the Works Commencement Date.
- b. The Trackway, quantity of Trackway and the Trackway plan will be agreed as being fit for purpose and consummate to the requirements of the task, by the Authority and the Contractor prior to its installation at the Delivery Sites and Lift Sites.
- c. The Contractor will be responsible for the call-off of the Trackway and for ensuring that the Trackway supplier installs Trackway at the Lift and Delivery Sites to the plan agreed between the Contractor and Nominated Officer.
- d. The Contractor will be present at the Lift Sites and Delivery Sites to receive and direct the Trackway installation and will provide all delivery notes to the Authority as a condition of the Contract.
- e. The Contractor will inspect the Trackway when it has been installed and procure a photographic schedule of condition to be agreed and signed by the Nominated Officer and Contractor prior to its use. In the event of any damage occurring to the Trackway during the Works then the Trackway must be replaced immediately to the absolute satisfaction of the Nominated Officer and at the Contractors' cost and before any further Works occur. Any delay occurring due to such damage shall not be treated as Contract Variation or Force Majeure Event. The Contractor shall also be liable and indemnify the Authority for any costs incurred by it arising from this Clause, payable at the end of the Contract Period on demand.
- f. No Contractor vehicles, or associated works vehicles, are allowed off the track or Trackway on to the surrounding vegetation.
- g. Permission to access the Delivery Sites and Lift Sites is the responsibility of the Authority. In the event that the installation of the Trackway is delayed as result of the absence of such approval, the Nominated Officer and the Contractor shall vary the Contract to reflect any resultant delay in the Works Commencement Date. For the avoidance of doubt, however, the Authority shall not be responsible or liable for any such delay and the Contractor shall not be entitled to any costs, demands or losses (including but not limited to loss of earnings or loss of profits).

19. STONE REMAINING ON COMPLETION OF DAMS

- a. Stone remains the responsibility of the Contractor. The Specification assumes that each Dam Unit shall comprise of a load of Stone weighing 750kg. In the event that, following construction of the Dams in accordance with the Specification, Stone remains unused at any Site, the Contractor shall notify the Nominated Officer and (subject to the Nominated Officer's prior approval) the Contractor shall use such remaining Stone to construct further Dams in accordance with the Specification in such locations as shall be agreed by the Nominated Officer. The construction of such Dams shall not be treated as a Contract Variation and the Contractor shall not be entitled to any costs in relation to such works.

20. CARBON AUDIT

- a. As part of the Moor Life 2020 project, Moors for the Future Partnership are required to collect information to calculate the carbon footprint of the project.
- b. Details about journeys made by all Contractor vehicles (staff travel, tractors, helicopters, deliveries etc.) will need to be recorded by the Contractor and provided to the Authority.
- c. Details of this data collection and forms to fill in will be issued to the Contractor upon award of Contract.

21. SOCIO ECONOMIC IMPACT

- a. As part of the MoorLIFE 2020 project, monitoring the socio-economic impacts of the project is a compulsory action. Contractors may be required to collect and provide information as part of their contract and project delivery.
- b. Direct socio-economic impacts of the project on (local) businesses.
 - The Authority will record data on the enterprises that are awarded contracts to establish the impact of the project on the (local) business community.
 - i. The following information may be requested from the Contractor:
 - ii. Type/status of business (e.g. sole trader, partnership, limited company, social enterprise, cooperative, charity)
 - iii. Business size (number of employees and types of contracts)
 - iv. Number of years trading
 - v. Registered address.
 - vi. Number of people employed by contractors and partners in the delivery of the project actions
 - vii. Number of years employed by the enterprise at start of contract
 - viii. The length and type of employment contracts of people working on the contract
 - ix. De-personalised information on their home addresses (first three digits of postcode).

22. DEFECTS LIABILITY

- a. The Authority shall have the right at any time during the Contract Period and Defects Liability Period to inspect the Works and make representations and require remediation in accordance with the Standard Conditions.



23. MOORLIFE 2020

- a. This Contract relates to a number of projects including for the purposes of the Moor LIFE project (LIFE14/NAT/UK/000070) "MoorLIFE 2020".

24. INVOICES

- a. Where requested on the Purchase Order the Contractor must include the wording "This Contract relates to a number of projects including for the purposes of the Moor LIFE project (LIFE14/NAT/UK/000070) "MoorLIFE 2020" on their Invoice as part of the MoorLIFE 2020 Project funding. Failure to do so will result in a request by the Authority for a re-submitted invoice with the correct reference wording on it. This may delay payment.
- b. All Invoices received by the Authority must include the PDNPA Purchase Order number on the Invoice. Failure to do so will result in a request by the Authority for a re-submitted invoice with the PO number on it. This may delay payment.
- c. All Invoices received by the Authority must only relate to the Purchase Order sent out by the Authority. Contractors must not combine Purchase Order numbers into a single Invoice. If this does occur then the Authority will return the Invoice/Invoices to Contractor and ask for them to be re-submitted. This may delay payment

25. COMMUNICATIONS AND MARKETING

- a. Any works for the Authority may be included in promotional material released by the Authority.
- b. By accepting an Authority Purchase Order the Contractor is consenting to use their company image, branding and equipment for the use of publicity and marketing by the Authority.
- c. The Authority may include, but reserves the right not to, credit the Contractor in any publicity they release.
- d. The use of Contractor images does not include images of the faces of individual workers. Should any pictures of faces, or recognisable features of an individual, be included in an image which the Authority wishes to use then consent will be requested of the individual through the Contractor. If they refuse permission then these pictures will not be used.
- e. The consent given by this Clause refers to all forms of media including social media.
- f. The Contractor shall only be permitted to use images taken during the Works if they adhere to the Moors for the Future Communications protocol. A copy of this protocol will be freely available on request from the Authority via the Nominated Officer. This is applicable for all forms of media, including social media. The protocol has different sections relating to the different types of publicity and media and for the avoidance of doubt referrals can be made to the MFFP communications manager.
- g. Any unauthorised use of Authority works for the Contractors own publicity will assessed for suitability shall be removed on request

Section 1 Part D - Itemised Costs and Donor Site Details

Please complete all tables in the following section.

1. Contractual Requirements General Items and Preliminaries

Please complete the table below outlining the Contractors costs associated with the contractual requirements, general items and preliminaries for the Works.

General Items and Preliminaries				
1.	Work Required PER SITE-	Unit	Rate per unit £'s (ex. VAT)	Total Cost £'s (ex. VAT)
	Contractual Requirements			
1.1	Insurance of the Works	Item		
1.2	Insurance against damage to persons or property (£10,000,000).	Item		
1.3	Preparation of Pre-Tender Method Statements, Operational Risk Assessments, Safety Policy.	Item		
1.4	Preparation of Site Risk Assessments, COSHH Assessments.			
1.5	Preparation of CDM Construction Phase Plan.	Item		
1.6	Provision of welfare facilities for Contractor employees.			
1.7	Detail of facilities to be provided:			
1.8	Provision of materials within Health & Safety Plan:			
1.9	Any additional items required to meet contractual requirements			
	Total carried forward to collection		Total	

2. Donor site details for supply of heather bales

Please complete the tables below outlining the details of the Tenderers proposed Donor Site for the Heather Bales.

Name of Donor Site:	
Address:	
Grid Reference:	
Quantity of Material available:	
Earliest available date for starting cutting at this site?	
Is it a designated SSSI?	
Has Natural England permission been granted?	
Has an Archaeological search been undertaken?	
Is there any known history of pest or disease at the Donor site? If so please specify.	
Has a letter of confirmation that the donor site has no known history of pest or disease been provided by the landowner	

Name of Donor Site:	
Address:	
Grid Reference:	
Quantity of Material available:	
Earliest available date for starting cutting at this site?	
Is it a designated SSSI	
Has Natural England permission been granted?	
Has an Archaeological search been undertaken?	
Is there any known history of pest or disease at the Donor site? If so please specify.	
Has a letter of confirmation that the donor site has no known history of pest or disease been provided by the landowner	

3. Supply, Delivery and Preparation of Materials for Airlifting

Please complete the table below outlining the Contractor's rates for supply, delivery and preparation of Gully Blocking Materials for the Works.
(The map in **Annexure 1** shows the locations of the delivery areas listed below)

3.1 Supply, Delivery and Preparation of Materials for airlifting									
Unit	Unit Qty. Range	Per Unit Rate £'s (ex. VAT) Strines Delivery Area	Per Unit Rate £'s (ex. VAT) Kinder Delivery Area	Per Unit Rate £'s (ex. VAT) Bleaklow Delivery Area	Per Unit Rate £'s (ex. VAT) Holme Moss Delivery Area	Per Unit Rate £'s (ex. VAT) Marsden Delivery Area	Per Unit Rate £'s (ex. VAT) Stalybridge Delivery Area	Per Unit Rate £'s (ex. VAT) South Pennine Commons Delivery Area	Per Unit Rate £'s (ex. VAT) Oxenhope/ Heptonstall Delivery Area
Heather Bale	50– 100								
	101 – 500								
	501 – 1000								
	1001 - 5000								
Mini Natural Fibre Log (80x30cm) & 2 x Stakes	50-100								
	101-500								
	501-1000								
	1001-5000								
Natural Fibre Log (250x30cm) & 6 x Stakes	50-100								
	101-500								
	501-1000								

	1001-5000								
Plastic Sheet (31x100cm)	50-100								
	101-500								
	501-1000								
	1001-5000								
Timber Dam Materials - 4x planks (240x75x25c m) 2 x Stakes (150x75x75c m)	20-50								
	51-100								
	101-300								
	301-500								
1 Ton of Stone	40-100								
	101-500								
	501-1000								
	1001- 5000								

4. Receiving Materials Deliveries and Preparation of Materials for Airlifting (in the event the Authority supplies Materials for the Works)

Please fill out the table below outlining the Tenderer's rates for receiving deliveries of Materials and Preparation of Materials for airlifting. (These rates will be used in the event that the Authority supplies the Materials for the Works)

4.1 Receiving Deliveries of Materials and Preparation of Materials for airlifting									
Unit	Unit Qty. Range	Per Unit Rate £'s (ex. VAT) Strines Delivery Area	Per Unit Rate £'s (ex. VAT) Kinder Delivery Area	Per Unit Rate £'s (ex. VAT) Bleaklow Delivery Area	Per Unit Rate £'s (ex. VAT) Holme Moss Delivery Area	Per Unit Rate £'s (ex. VAT) Marsden Delivery Area	Per Unit Rate £'s (ex. VAT) Stalybridge Delivery Area	Per Unit Rate £'s (ex. VAT) South Pennine Commons Delivery Area	Per Unit Rate £'s (ex. VAT) Oxenhope/ Heptonstall Delivery Area
Heather Bale	50 – 100								
	101 – 500								
	501 – 1000								
	101 - 5000								
Mini Natural Fibre Log (80x30cm) & 2 x Stakes	50-100								
	101-500								
	501-1000								
	1001-5000								
Natural Fibre Log (250x30cm) & 6 x Stakes	50-100								
	101-500								
	501-1000								

	1001-5000								
Plastic Sheet (31x100cm)	50-100								
	101-500								
	501-1000								
	1001-5000								
Timber Dam Materials - 4x planks (240x75x25c m) 2 x Stakes (150x75x75c m)	20-50								
	51-100								
	101-300								
	301-500								
1 Ton of Stone	40-100								
	101-500								
	501-1000								
	1001- 5000								

Please complete the table below outlining the Equipment and Machinery that the Contractor intends to use for Materials deliveries and preparation of Materials for airlifting

4.2	Additional Information	
4.3	Equipment and Machinery the Contractor is to use for Supply and Delivery of Materials (max 20ton of materials per vehicle)	
4.4	Equipment and Machinery to be used for Preparing Gully Blocking Materials for Airlifting (telehandler / tractor etc.)	

5. Marking out drop locations for the Materials at the Works Sites and Marshalling of Helicopter Loads during the Works

Please fill out the table below outlining the Contractor's rates for marking out drop locations for the Materials at the Works Sites and Marshalling of helicopter loads during the Works

	Airlift Preparation and Marshalling ALL SITES	Unit	Number of Marshals available to be used per day	Rate £'s per Marshal per Day (ex.VAT)
5.1	Marking out Drop Locations ready for Air-lifting	Day		
5.2	Marshalling of all Helicopter Loads at the Drop Locations	Day		
5.3	Marshalling of all Helicopter Operations at the Lift Sites	Day		

6. Airlifting of All Gully Blocking Materials to Works Sites

Please complete the tables below. Please detail; the contractors chosen Helicopter Operator for the Works, the model of Helicopter to be used for the Works and its load lifting capacity.

Please also detail the Equipment to be used for aerial load lifting of the Materials and the Contractor's rates for Airlifting of All Gully Blocking Materials to Works Sites

6.01	Helicopter Operator	
6.02	Model of Helicopter to be used for Airlifting	
6.03	Lifting capacity of helicopter (kg)	

	Unit Type	Equipment to be used for Aerial Load Lifting of Unit Types	Hourly Rate £'s (ex.VAT) for Airlifting Unit Types
6.04	Airlifting of Mini Natural Fibre Logs (80x30cm)& 2 x Stakes		
6.05	Airlifting of Plastic Sheets (31x100cm)		
6.06	Airlifting of Natural Fibre Logs (250x30cm)& 6 x Stakes		
6.07	Airlifting of Heather Bales		
6.08	Airlifting of Timber Dam Materials - 4x planks (240x75x25cm) 2 x Stakes (150x75x75cm)		
6.09	Airlifting of 750kg of Gully Blocking Stone		

	Additional Items	Unit	Rate £'s per Unit (ex. VAT)
6.1	Helicopter Location Fee	Item	
6.1.2	Ground Crew Costs	Day	
6.1.3	AOC Flight for MFF Staff / Guests	6 Minute Flight	

7. Transportation of all Gully Blocking Materials to Works Sites by Ground Vehicle

Tenderers who propose to transport the Gully Blocking Materials in a vehicle other than a Helicopter should complete the table below. Please outline the Tenderers proposed ground vehicle for transportation of Gully Blocking Materials to the Works Sites

7.01	Model of Ground Vehicle to be used for Transportation of Gully Blocking Materials	
7.02	Weight of Materials that the Ground Vehicle can transport per journey (kg)	

	Unit Type	Equipment to be used for Ground Transportation of Unit Types	Quantity of Units that can be transported per journey	Hourly Rate £'s (ex. VAT) for Transporting Unit Types
7.03	Transportation of Mini Natural Fibre Logs (80x30cm)& 2 x Stakes			
7.04	Transportation of Plastic Sheets (31x100cm)			
7.05	Transportation of Natural Fibre Logs (250x30cm)& 6 x Stakes			
7.06	Transportation of Heather Bales			
7.07	Transportation of Timber Dam Materials - 4x planks (240x75x25cm) 2 x Stakes (150x75x75cm)			
7.08	Transportation of 750kg of Gully Blocking Stone			

8. Construction of Dams at the Works Sites

Please complete the table below outlining the Tenderers Day rates for construction of Dam Units and the quantity of Dam Units the Contractor can construct per day

8.1	Dam Unit Type	Number of Workers the Tenderer has available to use for Dam Construction	Number of Dam Units the Tenderer can Construct per Worker, per day	Day Rate £'s (ex. VAT) for Dam Construction per Worker, per day
8.2	1x Heather Bale			
8.3	1x Mini Natural Fibre Log (80x30cm)			
8.4	1x Natural Fibre Log (250x30cm)			
8.5	1x Plastic Sheet (31x100cm)			
8.6	1x Timber Dam			
8.7	1x Stone Dam Unit (750kg)			



SECTION 1 PART E

FORM OF TENDER (To be completed by the Tenderer) **RELATING TO THE SUPPLY, TRANSPORTATION AND CONSTRUCTION OF DAMS** **("the Works")**

We offer to execute the whole of the Works described in the Invitation to Tender for the rates set out in the Itemised Costs.

1. We confirm that we have not communicated and will not communicate with 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. We undertake to complete the Works within the timescale stated in the Invitation to Tender.
3. Unless and until the Form of Contract is prepared, executed and completed we agree that any Purchase Order (which shall incorporate this Invitation to Tender and the Form of Tender) shall constitute a binding contract between us.
4. We understand that you are not bound to accept the lowest or any tender you may receive.

The Tender should be submitted by post using the tender return label provided by the Authority by 5pm on **THE TENDER RETURN DATE - 16/09/2016**

Name of Tenderer:.....

Of:..... (if a limited company, please state address of Registered Office).

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

Date.....



SUB-CONTRACTORS

The Tenderer must indicate the names and addresses of those sub-contractors to whom it proposes to sub-let any portion of the Works.

The Tenderer is to include copies of all relevant insurance certificates for those sub-contractors listed below.

No sub-contractors may be used without the written consent of the Authority and compliance with its requirements.

The Authority reserves the right to reject any proposed sub-contractor.

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

Sub-contractor

Section or nature of Works

Name and address

to be sub-let

SECTION 2: INSTRUCTIONS ON SUBMITTING A TENDER (WORKS)

Tenders should be submitted in accordance with the following instructions.

1. Invitation to Tender

The Authority is seeking tenders from suitably experienced and equipped contractors to undertake the Works.

2. Basis of Tenders

Tenders are being invited on an open award procedure.

3. Scope

Tenders are being invited on the basis of undertaking the whole of the Works. However, the Authority reserves the right to split the award of the Works into packages.

4. Framework Agreement

- 4.1. This Invitation to Tender is for a Framework Agreement. This means that, after evaluation of Forms of Tenders, the Authority will appoint Framework Contractors to perform the Works in whole or in part throughout the Framework Period on the basis of the Tender Documentation and the Form of Tender.
- 4.2. Tenderers will be notified of their selection as Framework Contractors by the Nominated Officer.
- 4.3. Framework process:
 - 4.3.1. The Authority shall be entitled from time to time to request the performance of any Works from the Framework Contractor as set out in the request and the timescale for a response to the request (acting reasonably);
 - 4.3.2. Where the Price for the Works is confirmed in the Form of Tender, the Framework Contractor shall respond to the request by either:
 - 4.3.2.1. Confirming that it is not able to perform the Works; or
 - 4.3.2.2. Confirming that the Price for the Works in accordance with Framework Contractor's Form of Tender and Itemised Costs;
 - 4.3.3. If the Price is acceptable to the Authority, the Authority and the Framework Contractor shall enter into a Contract for the Works for the Price in the Form of the Agreement annexed to the Invitation to Tender.
 - 4.3.4. Where the Price is not known, the Authority will hold a mini-competition between at least three Framework Contractors in accordance with the Authority's Standing Orders. These Framework Contractors will be provided with a Gully Blocking Plan for the relevant Works Site including information on the Works Sites, quantities of Materials and access routes and distances. The Framework Contractors shall respond to the request by either:
 - 4.3.4.1. Confirming that it is not able to perform the Works; or
 - 4.3.4.2. Providing a Price for the Works; within the requested timescale.

4.3.5. The Authority shall evaluate in accordance with this Section and shall confirm any additional evaluation criteria or weighting at the time of the mini-competition.

4.3.6. Following the evaluation, the Authority shall notify the Framework Contractor it has been successful and the Framework Contractor shall enter into a Contract for the Works for the Price tendered.

4.4. Either party may require the removal of the Framework Contractor from the Framework Agreement at any time by giving written notice to the other.

4.5. On the termination of the Framework Agreement with a Framework Contractor, each contract with a Framework Contractor in force at the date of such termination shall nevertheless continue in full force and effect for the remainder of the term of such contract, unless earlier termination in accordance with the terms of such Contract.

5. Contract Period

Tenders are invited for the Framework Period.

6. Tendering procedure

6.1. THE DEADLINE FOR RECEIPT OF TENDERS IS 5PM ON THE TENDER RETURN DATE.

6.2. No tender received after the specified time on the Tender Return Date shall be considered. Any such tender shall be returned promptly to the Tenderer by the Chief Financial Officer who may open the tender only to ascertain the name and address of the Tenderer.

6.3. The Tender shall be made on the Form of Tender. It must be accompanied by the following information:

- 6.3.1. Organisation (including Risks Assessments and Method Statements);
- 6.3.2. Analysis of resources;
- 6.3.3. Itemised Costs;
- 6.3.4. Details of any part of the Works to be sub-contracted;
- 6.3.5. Copies of all Insurance Certificates, for the Tenderer and any sub-contractors;
- 6.3.6. Details of suppliers (if applicable);
- 6.3.7. Any other information requested in the Section 1 (Specification and Detailed Conditions).

6.4. 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 at least one director or by a director and company secretary.

6.5. No tender will be deemed to be received unless it is in an envelope which bears no name or mark indicating the sender. If delivered by hand a receipt will be issued.

6.6. Tenders must be delivered on weekdays between the hours of 9.00 am and 5.00 pm and marked for the attention of the Chief Finance Officer as follows:

TENDER – MFF 08 2016-17 Gully Blocking Framework
F.A.O The Chief Financial Officer
Peak District National Park Authority
Aldern House
Baslow Road
Bakewell
Derbyshire
DE45 1AE.

7. Basis of Tender

- 7.1. The Tender shall show the Tendered sum for the actual Works and the VAT separately.
- 7.2. The Price must include value of all of the Works and Materials (if applicable) supplied by the Tenderer as part of the Works and must cover all costs and expenses which may be incurred in order to complete the Works in accordance with the Tender Documentation and to assume all express and implied risks, liabilities and obligations imposed by the Tender Documentation.
- 7.3. The value of the Contract, based on the Price and the Itemised Costs will be agreed in writing prior to Works Commencement Date.

8. Sub-contracting

- 8.1. When submitting its Tender, the Tenderer must notify the Authority of any parts of the Works that it proposes to sub-contract. Failure to do so may invalidate any such Tender.
- 8.2. The Authority may require a full résumé of the sub-contractor's experience and any other relevant information.

9. Tenderers to visit

- 9.1. Tenderers may be invited to visit the Site(s) to ascertain all relevant conditions and means of access and to thoroughly acquaint themselves with the extent and nature of the proposed Works and will be deemed to have done so.
- 9.2. If a generic Risk Assessment and Method Statement is provided, the Authority may, at its option require a Site specific Risk Assessment and Method Statement.

10. Presentation to the Authority

All selected Tenderers may be asked to make a presentation to Officers of the Authority on methods proposed for the performance of the Works.

11. Tender queries

Tenderers are advised to study the Tender Documentation and all other documentation provided by the Authority. 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 Authority through its Nominated Officer prior to submitting a Tender.

12. Errors in completed tenders

- 12.1. 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.
- 12.2. 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.

13. Sufficiency of Tender

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. The

Authority 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.

14. 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.

15. Tender evaluation

- 15.1. The Authority will be conducting a full financial and technical evaluation of all tenders.
- 15.2. Evaluation of tenders may include all of any of the following:
 - 15.2.1. Price and Itemised Costs;
 - 15.2.2. Documents requested in the Tender Documentation;
 - 15.2.3. Written technical and financial references (including the Tenderer's financial accounts for such period as shall be notified) as may be requested;
 - 15.2.4. The Tenderer's technical and professional ability and previous experience of contracts delivered for the Authority or other organisations. The Authority is entitled to take into account any failure to discharge obligations under previous relevant contracts undertaken by the Tenderer (or any proposed sub-contractor) in assessing whether the required minimum standards for the Works are likely to be met. The Authority may ask the Tenderer (or any sub-contractor) for evidence evidencing performance on previous comparable contracts or consider evidence of performance on previous comparable contracts for the Authority;
 - 15.2.5. Whether the Tenderer is subject to any enforcement or legal action or other pending investigations by either the Authority or other public agencies;
 - 15.2.6. Whether the Tenderer is known to have contravened environment or animal welfare legislation, where concerns remain about the Tenderer's standards;
 - 15.2.7. Any weighting of the evaluation criteria will be set out in **Section 1**.
 - 15.2.8. All other matters and information which the Authority in its absolute discretion deems applicable or relevant.
 - 15.2.9. Tenderers shall be informed of any weighting applied to the criteria at the point of any mini-competition under the Framework Agreement.
- 15.3. The Authority may seek clarification in various ways including but not limited to:
 - 15.3.1. Site visits;
 - 15.3.2. Interviews with the Contractor's key personnel who would be assigned to the Contract and appropriate senior managers.
- 15.4. The Authority does not undertake to accept the lowest or any tender/ rates.

16. Award of Contract

- 16.1. The Authority 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.
- 16.2. The successful Tenderer will be required to promptly execute and return to the Authority the Contract in the form attached incorporating the Conditions and Tender Documentation (and any variations as set out in the Contract) and until execution and completion of the Contract any Purchase Order (which shall incorporate the Tender Documentation) shall constitute a binding contract.

17. Accuracy

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

18. Confidentiality

All information supplied by the Authority in connection with the Invitation to Tender shall be regarded as confidential by the Tenderer except that such information may be disclosed for the purpose of obtaining sureties and quotes necessary for the preparation of the Tender.

19. Canvassing

Tenderers face automatic disqualification if they canvass for the Works by approaching any Member or Officer of the Authority with a view to gaining more favourable consideration of their tender. Tenderers should state whether Members or Officers of the Authority have any direct or indirect interests in their organisation.

20. MoorLife2015-20

This Invitation to Tender relates to a number of projects including for the purposes of the Moor LIFE project (LIFE14/NAT/UK/000070) "MoorLIFE 2020".

21. Internal Authorisation

This Invitation to Tender has been checked to confirm it meets the requirements of the partnership's future strategy and is in accordance with the Authority's internal approval procedure.

SECTION 3

DEFINITIONS AND STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

In this Contract the following terms shall have the meanings prescribed unless otherwise stated or otherwise required by the context:

“Accident” means any event which results in injury, damage or loss

“Access Track” means any tracks identified by the Nominated Officer for access to the Sites

“Airlifting Works” means the airlifting of Materials and/or personnel in accordance with the Specification

“Authority” means the Peak District National Park Authority

“CDM2015” means the Construction (Design and Management) Regulations 2015 and the current approved code of practice published by the Health and Safety Executive (or equivalent)

“Construction Phase Plan” has the meaning given to it in the CDM2015 regulations

“Contract” means the Form of Contract to be signed and completed by the Parties

“Contract Particulars” means the particulars of the Contract set out in the Form of Contract

“Contract Period” means the period set out in the Contract Particulars

“Contamination” means any contamination due to a discharge spillage release or emission into any environment medium or substance which is capable of causing harm to the health of living organisms or other interference with the ecological systems of which they form a part

“Conditions” means together the Standard Conditions and the Detailed Conditions

“Contractor” means the Tenderer whose tender has been accepted by the Authority

“Contract Variation” means any addition or variation to the Works in accordance with the Standard Conditions

“CROW” means the Countryside and Rights of Way Act 2000

“Daily Log” means an electronic or written report if required in the Specification

“Dams” means the dams to be constructed at the Works Sites in accordance with the Specification

“Defects Liability Period” means the defects liability period set out in the Contract Particulars (if any)

“Delivery Site” means those areas to which the Materials or part are to be delivered more particularly described in the Specification and (if applicable) identified on the Location Maps

“Donor Site” means those areas from which the Materials or part are to be sourced in accordance with the Specification and (if applicable) identified on the Location Maps

“Detailed Conditions” means the conditions contained at **Section 1**

“Environmental Law” means all laws including common law statute bylaws or regulations applicable in England and Wales and all orders of any Regulatory Authority concerning the protection of the environment or human health

“Equipment and Machinery” means vehicles machinery plant tools and all other associated items required for the proper performance of the Works

“Form of Tender” means the tender return form at **Section 1**

“Foreman” means the supervisor assigned by the Contractor to supervise the Works (if any)

“Force Majeure Event” means civil commotion, riot, invasion, war (or threat of war), explosion, biological disaster, severe weather event which would result in a reasonably prudent contractor not being able to continue and complete the Works, fire, earthquake, epidemic, nuclear disaster, act of terrorism or other natural physical disaster

“Form of Contract” means the form of agreement annexed

“Framework Contractor” means any tenderer appointed as a framework contractor under the Framework Agreement

“Gully Blocking Plan” means the plan of gullies to be blocked provided to a Framework Contractor in connection with any mini-competition



“Heather Bales” means heather bales to be used to construct Dams in accordance with the Specification

“Incident” means an event which has caused or could have caused, injury, illness or damage to assets, the environment or third parties

“Invitation to Tender” means the invitation to tender for the Works

“Itemised Costs” means the costs for the Works itemised by the Tenderer in the Form of Tender

“Landowner” means those persons who own the freehold or leasehold title to the land on which the Works are to be performed (independent of any grazing or other rights) (if any)

“Location Maps” means the maps contained or referred to in **Section 1**

“Lift Site” means those sites from which the Material or part is to be airlifted pursuant to the Specification and (if applicable) identified on the Location Maps

“Material(s)” means the materials for the installation and construction of the Dams being Stone, Timber, Plastic, Heather Bales or Natural Fibre Logs in accordance with the Specification

“Marshalling” means the marshalling services provided at the Sites by the Contractor in accordance with the Specification (and “Marshall” shall be construed accordingly)

“Method Statement” means a statement setting out the proposed methods for the execution of the Works or otherwise and forming part of the Tender

“Natural Fibre Logs” means fibre logs to be used to construct Dams in accordance with the Specification

“Near Miss” means an event that had the potential to cause injury, damage or loss, but which did not do so

“Nominated Officer” means the Authority’s officer who shall be the main point of contact for the Contractor and shall be notified to the Contractor from time to time.

“Payment” means a payment in respect of the Works made pursuant to this **Section**

“Party” means a party to this Contract (and shall include the plural if applicable)

“Plastic” means plastic piling to be used to construct Dams in accordance with the Specification

“Pre-Contract Health & Safety Plan” has the meaning given to it in the CDM2015 regulations

“Price” means the price set out in the Contract Particulars

“Principal Contractor” has the meaning given to it in the CDM2015 regulations

“Programme of Works” means the programme for the Works provided by the Tenderer in the Tender and forming part of the Tender Documentation

“Project” means the project as set out in the Project Objectives (if any)

“Project Objectives” means the objectives as set out in **Section 3** (if any)

“Project Progress Report” means a report provided by the Contractor detailing the progress of the Works with reference to the Programme of Works

“Purchase Order” means the Purchase Order form issued by the Nominated Officer in connection with the Works

“RAMS” means risk assessments and method statements

“Regulatory Authority” means the Environment Agency, local authority or any other government department or public body

“RIDDOR” means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (and updated 2013)

“Risk Assessment” means an assessment of the risks associated with the Works

“Site(s)” means the Sites used in connection with the Works and shall include Donor Sites/Drop Sites/Lift Sites/Work Sites (as applicable)

“SSSI” means an area of land designated as a Site of Special Scientific Interest (or the equivalent or similar designation)

“Specification” means the specification and requirements of the Authority as set out in **Section 1** together with such modifications additions and variations as may be made in accordance with this Contract (and shall include all references to “Contract Specification”)

“Standard Conditions” means these conditions

“Stone” means stone to be used to construct Dams in accordance with the Specification

“Target Completion Date” means the date targeted for completion of the Works as set out in the Detailed Conditions and Contract Particulars



“Tender” means the tender submitted by the Tenderer (and shall include the term “Tender Return” and “Form of Tender”)

“Tenderer” means the person or company submitting a tender

“Tender Documentation” means any documents forming part of this Tender and the supplementary documentation (if any) supplied as part of such documentation

“Timber” means timber to be used to construct Dams in accordance with the Specification

“Trackway” means temporary trackway

“Traffic Management” means the management of traffic for deliveries and Works in accordance with the Specification

“Unsafe Act” means any act at variance with the Method Statement that may increase the potential for an Accident

“User” means those persons granted rights over the land on which the Works are to be performed (if any) including (but not limited to) shooting and grazing rights

“Waste Material” means all packaging, bags, metal tapes, plastic and all other material and rubbish associated with or produced during the course of the Works

‘Works’ means the supply and transportation of Materials and construction of Dams consistent with the Project Objectives and in accordance with the Specification and Tender Documentation, together with any alterations and amendments instructed by the Nominated Officer pursuant to the terms of this Contract

“Works Plan” means the plan of Works at each Site to be provided by the Nominated Officer

“Works Site” means those areas on which the Works are to be carried out pursuant to the Specification and (if applicable) identified in the Location Maps

“Works Commencement Date” means the date that the Works are to be commenced as set out in the Contract Particulars

“Works Completion Date” means the date on which the Nominated Officer specifies in writing to the Contractor that the Works have been completed to its satisfaction in accordance with this Section

2. INTERPRETATION

- 2.1 Words importing the singular tense shall include the plural and vice versa and obligations undertaken by more than one person shall be deemed to have been undertaken jointly and severally.
- 2.2 A person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms save to the extent he is named or identified as a person or class of persons specifically intended to take a benefit under the Contract.
- 2.3 If any provision of the Contract shall become or shall be declared by any court to be invalid or unenforceable in any way, such invalidity or un-enforceability shall in no way impair or affect any other provision of the Contract, all of which shall remain in full force and effect.
- 2.4 This Contract shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.
- 2.5 All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this Contract shall restrict or prejudice the exercise of any other right granted by this Contract or other otherwise available to it.
- 2.6 Upon termination of the Contract no term other than clauses relating to Confidentiality, Insurance, Defects Liability, Liability of the Contractor (including Liquidated Damages (if any)) and Arbitration shall survive unless expressly provided.

3. STANDARD CONDITIONS

1. The Nominated Officer

The rights, obligations, functions and powers conferred on the Authority under this Contract shall be exercised by the Nominated Officer.

2. Performance of Contract

- a. The Contractor agrees that at all times it will carry out the Works and perform the Contract in compliance with the following conditions:
 - i. in compliance with the Conditions (and any such modifications authorised under the Conditions);
 - ii. in a manner wholly consistent with the Tender Documentation;
 - iii. to the entire satisfaction of the Nominated Officer; and
 - iv. in any event with all the due skill, care and diligence that would be expected of a qualified competent and experienced person undertaking the Works.
- b. The Contractor shall notify the Nominated Officer as soon as practicable and in any event within 24 hours if the Contractor is unable to carry out any part of the Works or perform any of its obligations under the Contract.

3. Employees

- a. The Contractor shall not engage or employ in the supervision and performance of the Contract any person without the necessary qualifications, skill and experience to perform the duties that they are trained and employed to do.
- b. At the request of the Nominated Officer the Contractor shall remove or procure the removal within a reasonable period (or immediately if required) any person employed by the Contractor or sub-contractor for any reasonable reason (provided the Authority shall not act vexatiously). The Authority shall either at the time or promptly provide to the Contractor written reasons for such request. Such persons shall not be again employed in the performance of Contract without the permission of the Nominated Officer.
- c. The Authority shall not in any circumstances be liable to the Contractor or any of its employees in relation to such action or removal and the Contractor shall fully and promptly indemnify the Authority in respect of any claims brought against it by any such employee.
- d. The Nominated Officer shall have the right if reasonable and on notice to interview any member of the Contractor's staff in connection with the performance of the Contract.
- e. The Contractor shall at all times be fully responsible for the payment of all income or other taxes, national insurance contributions or levies of any kind, relating to or arising out of the employment of any persons employed by the Contractor and shall fully indemnify and keep indemnified the Authority in respect of any liability of the Authority in respect of them and shall ensure that the employment of all staff complies with relevant statutes and regulations.

4. Signage

- a. The Contractor shall not fix signs, notices or advertisements on Sites without the prior written approval of the Nominated Officer.

5. Equipment and Machinery (including vehicles)

- a. The Contractor shall at all times at its own cost provide such Equipment and Machinery as is necessary for the proper performance of the Contract. All Equipment and Machinery must be guarded to current safety standards and left immobilised and secure when unattended. In particular, power take-off shafts on tractor-driven machinery must be fully guarded.
- b. The Contractor shall at all times be fully responsible for licensing, fees, taxes and insurances required in connection with or arising out of the possession or use of the such Equipment and Machinery.
- c. The Contractor shall at its own expense keep all such Equipment and Machinery in good and serviceable repair and maintained in such condition as is commensurate with the proper performance by the Contractor of its obligations under this Contract.

The Equipment and Machinery should be used in accordance with the manufacturer's instructions. Operators must be trained and competent. Where industry/Regulatory Authorities or bodies recognise specific standards of competence valid certificates will need to be produced.

- d. The Contractor shall obtain the Authority's written approval to the use and positioning of the Equipment and Machinery prior to the Works Commencement Date and shall use no other Equipment and Machinery without prior approval of the Nominated Officer.
- e. No Equipment or Machinery which is wheeled will be allowed on soft, wet or environmentally sensitive locations without the prior approval of the Nominated Officer.
- f. Any vehicular access indicated on the Location Maps is for Equipment and Machinery approved by the Nominated Officer only. Access for Equipment to environmentally sensitive or SSSI sites or soft or wet areas will only be given during the Contract Period if, in the opinion of the Nominated Officer, this is necessary or desirable. The Contractor will not permit any movement of Equipment and Machinery on or to such areas without the prior approval of the Nominated Officer.
- g. Any damage arising from any breach of this Clause by the Contractor any sub-contractor or their employees agents or invitees shall be immediately repaired or replaced at the Contractor's expense and to the satisfaction of the Nominated Officer.
- h. The Contractor shall ensure that all highways or other rights of way in the vicinity of the Works used by the Contractor are kept clean of mud and other debris.

6. Environmental Provisions

- a. All Works will be carried out in a manner which conforms to environmental protection legislation and minimises damage to the environment and nature conservation interests. Reference should be made to statutes and codes of practice including (but not limited to):
 - i. The Water Resources Act 1991;
 - ii. The Environmental Protection Act 1990
 - iii. The HMNSO booklet 'Waste Management – The Duty of Care – a Code of Practice with Regard to Disposal of Wastes';
 - iv. Codes of practice for Operations on Sites of Special Scientific Interest, Water Catchment Land, Environment Agency Regulations, Regulations issued by Dept. Of Environment, DEFRA and all current Health and Safety Regulations.
- b. The Contractor must comply with all current legal requirements relating to the storage, handling, use and disposal of hazardous substances (including fuel). In particular the Contractor must comply with:
 - i. the Control of Substances Hazardous to Health Regulations 1992 (COSHH);
 - ii. the Control of Pollution (Oil Storage) (England) Regulations 2001;
 - iii. Control of Pesticides Regulations 1986.
- 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. Nesting birds are not to be disturbed and are to be reported immediately to the Nominated Officer.
- c. Any public complaints must be immediately reported to the Nominated Officer. The Contractor shall at its own cost promptly deal with any requests by the Nominated Officer in relation to such complaints (including but not limited to investigating the nature and cause of any such complaint).
- d. Site(s) must be left clean and tidy at all times.
- e. Dogs and smoking are not permitted on Site(s).
- f. Fuels may be stored at some of the Sites but only with prior approval from the Nominated Officer. All fuels must be stored in a suitable, secure container according to the COSHH assessment undertaken by the Contractor and provided to the Authority.

Fuels must not be located near to any open watercourse. The type of container used to store fuel must be agreed with the Nominated officer prior to the Works Commencement Date.

- g. The Contractor shall ensure that it has at all times on the Sites spill kits for fuels and oils specified in its Method Statements and shall immediately use the same in the event of such spillage in accordance with manufacturer's instructions.
- h. The Contractor shall not damage or permit damage of any areas allocated for Sites or any Access Tracks (if applicable). In the event of any damage, the Contractor shall procure that the same is reinstated to the absolute satisfaction of the Nominated Officer within 1 month of the final invoice date or by the Works Completion Date, whichever is soonest.
- i. The Contractor is restricted to the specified storage areas notified to it by the Nominated Officer for the unloading and loading of Materials, parking of vehicles, and storage of Materials.
- j. Machinery and Equipment movement on the Sites should be kept to the minimum that might reasonably be expected to complete the Works. Equipment access and egress routes must be agreed with the Nominated Officer prior to the Works Commencement Date. Method Statements must state types of Machinery and Equipment to be used.
- k. The Contractor shall take all precautions to ensure that no pollution arises from the execution of the Works which may result in Contamination either on, in, under or off Site(s). The Contractor shall indemnify the Authority against any costs or damages or claims related to this liability.
- l. It is essential that there is no waste of any Materials at the Sites; the Contractor will be expected to manage operations to minimise waste. All waste produced by the Contractor remains the responsibility of the Contractor. All waste disposal and disposal of Waste Materials must comply with the Agricultural Waste Regulations 2006. All containers supplied by the Authority (if any) remain the property of the Authority (subject to any specific provisions otherwise in the Specification).
- m. The Contractor must comply with the Noise at Work Regulations 1989. Additional restrictions may also be applied to prevent noise causing a nuisance to the public.

7. Health and Safety

- a. The Contractor will be required to comply with the Health and Safety at Work Act 1974 and all other regulations made under the Act and all other legislation and regulations relevant to the performance of the Contract. Method Statements should include operational Risk Assessments, copies of which are to be submitted with a tender. Failure to submit RAMS may result in disqualification of the Tender.
- b. Copies of Site Risk Assessments for all Sites used during the Works must be produced to the Nominated Officer before the Works Commencement Date. If a generic Risk Assessment and Method Statement was provided by the Contractor with its Tender Return, the Authority may, at its option require a Site specific Risk Assessment and Method Statement.
- c. The Contractor must at all times adhere to and comply with RAMS.
- d. Health and Safety Plan:
 - ii. The Contractor is to submit a copy of his Health and Safety Policy which is issued to his employees, to the Nominated Officer. This will form part of the site safety plan ("the Site Safety Plan").
 - iii. The RAMS will form part of the Site Safety Plan. Prior to commencing any Works, the Contractor will submit any alterations to the Method Statements that may be necessary, for the approval of the Nominated Officer. The Contractor's Health & Safety plan will be subject to the Nominated Officers approval, prior to the Works Commencement Date.

- e. The Contractor must take the lead in ensuring the health and safety of all those involved in the Contract at the Sites.
- f. The Contractor must provide all appropriate clothing and Equipment and ensure that all persons working under his control wear/use the clothing and Equipment as required. This includes high visibility clothing.
- g. The Contractor is responsible for the provision of first-aid cover and facilities for its employees, in accordance with the Health and Safety (First-Aid) Regulations 1981.
- h. The Authority may instruct the Contractor, or any person working for the Contractor, to suspend work if there is imminent risk of injury to any person.
- i. 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).
- j. 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).
- k. All records produced under this Clause must be forwarded to the Nominated Officer within 24 hours of completion. These should be submitted in compliance with the Data Protection Act 1998.
- l. The Contractor must be aware that the Works Sites may be accessible by the public and must take all appropriate precautions to protect these persons and their property, including, if required by the Nominated Officer, the provision of warning notices/signs or barriers.
- m. The Contractor shall have regard to the Authority's health and safety policy and safe working practices when preparing its own statements.
- n. All Equipment and Machinery that could cause environmental damage and/or a health and safety risk to members of the public or land users must be secured overnight to prevent theft or misuse. Contractors are responsible for securing appropriate locations nearby to accommodate their equipment and operations whilst the Works are not being undertaken.
- o. Services:
 - i. Location of services; The Contractor is to liaise with all relevant Statutory Authorities as to the location of any services that may affect the Works before the Works Commencement Date and comply with their requirements and the requirements of the Authority;
 - ii. Excavations:
 - 1. Must be covered when unattended;
 - 2. If over 1.2m deep have trench support (or such comparable measures taken) before persons enter them;
 - 3. If over 1m in depth and in existence for less than 1 week: be cordoned off;
 - 4. If over 1m in depth and in existence for more than 1 week: be barriered.
- p. Site Safety Considerations
 - i. Ground conditions: Details concerning ground contamination and instability are not available and the Contractor should make its own enquiries in that regard.
 - ii. No representation is made by the Authority as to the existence of Contamination at the Sites or otherwise.
 - iii. The Contractor shall follow the Forestry & Arboriculture Safety & Training Council (FASTCo) Safety Guide.
 - iv. Lifting of heavy objects; the Contractor and employees should follow Manual Handling Operation Regulations 1992 (or any replacement).
 - v. The Contractor shall employ the 'best practical means' as defined in the Control of Pollution Act 1974 to minimise noise and vibration resulting from his operation, and shall have due regard to British Standard B35228 1975, Code of Practice for Noise Control on Construction Sites (or subsequent provisions).

- vi. The Contractor must take all necessary additional precautions when working alongside roads and comply with Chapter 8 of the Traffic Signs Manual (or any replacement).
- vii. The Contractor must comply with the Electricity at Work Regulations 1989 (or any replacement).

8. British Standards

- a. These provisions shall apply only where any of the Material is supplied by a Contractor.
- b. Except where specified to the contrary all Materials are to comply with the latest British Standard specification or equivalent national standard of another Member State of the European Community or international standard (whichever is the higher). All Materials shall be fit for purpose.
- c. In the event of the Nominated Officer (whose decision shall be final) not being satisfied that the Materials meet the required standard the Contractor shall comply with the latest British Standard Specification and no claim for additional costs incurred with such compliance will be accepted. Except where specified in the Tender Documentation to the contrary all workmanship is to comply with the latest British Standard Code of Practice.

9. Project Progress Report

- a. The Contractor shall promptly supply the Authority with a Project Progress Report on the dates agreed and notified to the Contractor.

10. Variation of Contract

- a. Without prejudice to any other of the Conditions a Contract Variation shall not be valid or of any effect unless it is agreed pursuant to this clause and confirmed in writing (including e-mail) by the Nominated Officer and the duly authorised agent or representative of the Contractor. Contract Variations for which there is no written confirmation are not authorised and will not be paid for under any circumstances. No other variations to the Contract shall be accepted by the Authority.
- b. The Nominated Officer may request any Contract Variation that are in his opinion necessary or desirable for the most efficient performance of the Contract.
- c. Upon receipt of the request for a Contract Variation the Contractor shall calculate the additional cost (if any) of incorporating the Contract Variation into the Works and shall as soon as practicable provide details of such sum (in writing) to the Authority ("the Contract Variation Sum") together with an indication of whether the proposed Contract Variation shall cause any delay on the Programme of Works.
- d. If the Contract Variation Sum is agreed by the Authority the Contract Variation shall be recorded in writing and shall form a part of the Works.
- e. Where in the absolute opinion of the Nominated Officer a written Contract Variation is impossible or impractical the Nominated Officer may give such order verbally but shall confirm it in writing to the Contractor as soon as practicable after the event and in any case within 48 hours of the Contract Variation.
- f. No Contract Variation in accordance with this clause shall in any way vitiate or invalidate the Contract but the Contract Variation Sum (if any) shall be taken into account in ascertaining the amount of the Payments (if any).

11. Payment and Invoices

- a. On completion of the Contract (or any phase of the Contract) pursuant to a Purchase Order form and provided that the Contractor shall have performed his duties, obligations and functions under the Contract to the satisfaction of the Nominated Officer the Contractor may submit to the Nominated Officer an invoice ('Invoice') for the sum due to him in respect of that Purchase Order form.

- b. Within thirty (30) days of the receipt of the Invoice (unless the Nominated Officer shall disagree with the amount claimed or require further information) the Nominated Officer shall (subject to being satisfied as to the performance and standard of the Contractor's work) certify that the Invoice is correct for payment and shall procure payment to the Contractor of the amount so certified.
- c. Provisions for phasing of Payments (if any) shall be included in the Contract.

12. Value Added Tax

- a. All sums payable under this Contract are (unless otherwise stated) exclusive of VAT and other duties or taxes and shall be payable upon production of a valid VAT invoice.

13. CDM Regulations

- a. The Authority and the Contractor acknowledge that they are aware and undertake to the other that in relation to the Works and Site he will duly comply with the CDM Regulations to the extent applicable to the Project.
- b. Without limitation, in accordance with the CDM Regulations:-
 - i. The Authority's main duty is to plan, manage, monitor and coordinate health and safety during pre-construction phase.
 - ii. The Contractor's main duty is to plan, manage, monitor and coordinate the works under their control in a way that ensures the health and safety of anyone it might affect (including members of the public) during the construction phase.
 - iii. The Contractor shall ensure that the Health and Safety Plan is received by the Authority before any works under the Contract is commenced and that any subsequent amendment to it by the Contractor is notified to the Authority;
 - iv. Promptly upon the written request of the Principal Designer (as defined in the CDM Regulations (where appointed)) and in the absence of a Principal Designer being appointed the Authority, the Contractor shall provide (and shall ensure that any sub-contractor through the Contractor provides) such information as the Principal Designer requires for the preparation of the health and safety file.
- c. The Contractor will ensure that all personnel engaged in undertaking the works shall be competent to undertake the Works, in accordance with the CDM Regulations.
- d. The Contractor shall at all times during the subsistence and operation of the Contract provide a sufficient number of personnel having the requisite type and level of qualifications, expertise and experience to operate as team leaders to control, supervise and perform its obligations under the contract to ensure that such performance is carried out efficiently and safely. In particular but without limitation, such personnel shall be required to possess adequate knowledge of the operations to be carried out (including methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) as may be requisite for the satisfactory performance of the Contract and shall notify the Nominated Officer of their names and contact details.
- e. The Contractor shall notify the Nominated Officer of the name, address and telephone number of the person who will be the authorised agent or representative appointed by the Contractor to be in full operational control and who is authorised by the Contractor to receive on behalf of the Contractor directions and instructions from the Nominated Officer. Any instructions given to this representative shall be deemed to have been issued to the Contractor.

14. Insurance

- a. The Contractor shall at all times from and including the Works Commencement Date or Contract Date (whichever is the earlier) effect and maintain in force such policies of insurance with reputable insurers approved by the Authority in respect of its liabilities hereunder and shall fully insure and indemnify the Authority against liability:

1. To the Authority and to any of their employees;
2. To the employees of the Contractor;
3. To the public and to any other person (including for the avoidance of doubt a Landowner or User);
4. In respect of the replacement of the Works.

in the sum of at least £5,000,000 (FIVE MILLION POUNDS) in respect of any single claim (£10,000,000 TEN MILLION POUNDS in the event that there are any Airlifting Works).

- b. The Contractor shall be liable for and indemnify the Authority against and insure and procure any sub-contractor to insure against any expense, liability, loss, claim, action, or proceedings in respect of any damage whatsoever (whether directly or indirectly) to private property real or personal in so far as such damage arises out of or in the course of or by reason of carrying out the Contract and which is due to any negligence, omission or default of the Contractor or person for whom the sub-contractor is responsible.
- c. The Contractor shall, prior to the Works Commencement Date or Contract Date (whichever is the earlier) and also upon request supply copies of all insurance policies, cover notes, premium receipts and other documents necessary to comply with this Clause.
- d. In the event that the Contractor is in breach of this Clause the Authority may be at liberty to obtain such insurance as is required at the cost of the Contractor (payable on demand).

15. Agency

- a. The Contractor is not and shall not in any circumstance hold itself out as being the agent of the Authority.
- b. The Contractor is not and shall in no circumstance hold itself out as being authorised to enter into any Contract on behalf of the Authority or in any other way to bind the Authority to the performance, variation, release or discharge of any obligation.
- c. The Contractor will not itself or permit any employee or other person engaged by the Contractor to represent themselves as being, servants or agents of the Authority for any purposes whatsoever.

16. Liability of the Contractor

- a. The Contractor hereby indemnifies and shall keep indemnified the Authority from and against any liability to any person whatsoever arising directly or indirectly out of or connected with the performance, non-performance or breach of the Contract or any act neglect default or omission of any employee, agent, servant invitee or visitor of the Contractor or any sub-contractor including, without limitation:
 - i. any and all losses, costs, expenses, (including professional and legal fees) liabilities and damages;
 - ii. any and all proceedings, demands, penalties, statutory charges and fines;
 - iii. death, illness or injury to any third party or for any loss of or damage to any property belonging to any third party and against all losses, costs, expenses, liabilities, damages, claims, demands or causes of action resulting therefrom;
- b. in each case to the extent arising out the Contractor's or any of its sub-contractors' breach or failure in performance of the Contractor's obligations in the Contract or omission whether arising from breach of contract, negligence or default or otherwise, except and to the extent that such losses, costs, expenses, liabilities, damages, claims, demands were wholly and directly caused by the negligence or wilful misconduct of the Authority or its officers, agents or employees. Any damage or loss which may occur during the Contract Period in relation to the Works or Materials or Equipment on or before the Works Completion Date or to any materials implements or

property whatsoever of the Authority which may at any time for the purpose of the Works be in the custody or use of the Contractor or sub-contractor which shall arise from negligence of the Contractor or theft, spoiling, decay, waste, wind, rain or fire shall immediately be made good by the Contractor at the Contractor's cost to the satisfaction of the Nominated Officer.

- c. The Contractor shall indemnify the Authority against all claims liability and actions for or in respect of any damage or injury to property or persons or claims for the infringement of patent rights or copyrights arising from or occasioned by the conduct of the Contractor or his sub-contractor or of any person employed by him or them or arising howsoever from or by the manner in which the Works shall be performed and executed and against all costs and proceedings in respect of any such claim.

17. Force Majeure

- a. Neither party shall be liable for any failure to fulfil or delay in fulfilling its obligations under the Contract (other than an obligation to pay monies due) where such delay or failure is due to a Force Majeure Event Provided That:
 - i. the party so affected could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all matters known to it before the occurrence of the Force Majeure Event and all relevant factors, it ought reasonably to have taken but it did not take; and
 - ii. the party so affected has taken all steps as are reasonably necessary to mitigate the effect of the Force Majeure Event and to carry out its obligations under the Contract in any other way that is reasonably practicable; and
 - iii. the party so affected shall immediately notify the other in writing of the existence of the Force Majeure Event and of its anticipated duration.
- b. If the Contractor is the party affected by the Force Majeure Event, the Authority shall be relieved of its liability to make any payments to the Contractor for the duration of the Force Majeure Event and shall be entitled to obtain services the same as or similar to the Works from any third party during such period that the Force Majeure Event continues and the Contractor shall give all assistance and information necessary to such third party to enable such third party to fulfil the obligations of the Contractor under the Contract.

18. Defects Liability Provisions

- a. The Authority shall have the right at any time to inspect the progress of the Works and may make representations to the Contractor following any such inspection.
- b. The Contractor shall comply with the Nominated Officers directions following such inspections (insofar as they do not constitute Contract Variations).
- c. Upon the completion of the Works the Contractor shall notify the Nominated Officer and the Nominated Officer shall in its absolute discretion notify that the Works have been completed ("the Completion Certificate").
- d. In the event that the Nominated Officer cannot so notify the Contractor shall at its own cost carry out such works as shall be required to enable the Nominated Officer to confirm that the Works have been completed to its entire satisfaction.
- e. The Contractor shall procure that all defects in the Works notified to it during the Defects Liability Period by the Nominated Officer shall be promptly and at its own cost made good to the Nominated Officer's entire satisfaction.

19. Bribery and Corruption

- a. The Contractor warrants and undertakes to the Authority that:
 - i. it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Anti-Bribery Law");
 - ii. it has not and shall not give any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972;
 - iii. it will comply with the Authority's anti-bribery policy as may be amended from time to time, a copy of which will be provided to Contractor on written request;
 - iv. it will procure that any person who performs or has performed services for or on its behalf ("Associated Person") in connection with this Contract complies with this Clause;
 - v. it will not enter into any agreement with any Associated Person in connection with this Contract, unless such agreement contains undertakings on the same terms as contained in this Clause;
 - vi. it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Contract;
 - vii. from time to time, at the reasonable request of the Authority, it will confirm in writing that it has complied with its undertakings under this Clause and will provide any information reasonably requested by the Authority in support of such compliance;
 - viii. it shall notify the Authority as soon as practicable of any breach of any of the undertakings contained within this clause of which it becomes aware.
- b. Breach of any undertakings in this clause shall be deemed to be a material breach of the Contract for the purposes of **Clause 20 (Termination)**.

20. Termination

- a. The Authority shall be entitled immediately upon the happening of any of the following events to terminate this Contract by the service of a notice (a "Termination Notice"), such events being:
 - i. The failure to materially perform the obligations under **Clause 2 (Performance)**;
 - ii. Any material breach by the Contractor of any other provision of the Contract;
 - iii. The Contractor having failed to perform a material part of the Contract for a period of 7 consecutive days;
 - iv. The Contractor suffering a legal claim against its possessions or if the Contractor consists of one or more individual, any such individual dying, entering into a composition or arrangement for the benefit of its creditors or having a receiving order in bankruptcy made against it or, if the Contractor consists of a body corporate, the Contractor having a Receiver or a Receiver and a Manager appointed or being the subject of a resolution or order for winding up (save for an amalgamation or reconstruction of a limited company);
 - v. Any governmental or other licence, consent or authority required by the Contractor to enable it to perform any of its obligations under the Contract ceases to be in full force and effect or at any time it becomes unlawful for the Contractor to perform any of its obligations thereunder;
 - vi. The continuation of a Force Majeure Event for a period of time which in the opinion of the Nominated Officer materially affects or prejudices compliance by the Contractor of its obligations to the Authority or is likely to do so, preventing the Contractor from fulfilling its obligations under the Contract for a period of 45 days or more or the occurrence of a Force Majeure Event which in the

- opinion of the Nominated Officer is substantially unlikely to cease to be a Force Majeure Event for the remainder of the Contract Period
- vii. The withdrawal of the Authority's funding for a Project;
 - viii. The re-organisation (and/or abolition) of the Authority to the extent that the licence consent or authority required by it to enable to perform any of its obligations under the Contract ceases to be in full force and effect or at any time it becomes unlawful for the Authority to perform any of its obligations thereunder.
- b. A Termination Notice shall be in writing and may be given by the Nominated Officer on behalf of the Authority.
 - c. Upon receipt of a Termination Notice, in addition to such consequences as are set out in other provisions of the Contract:
 - i. The Contractor shall forthwith cease to perform of the Works;
 - ii. (Save where a Termination Notice is served pursuant to an event within the Authority's control) the Contractor shall fully and promptly indemnify the Authority in respect of:
 - a. all losses damages and costs (including professional costs) and expenses incurred or suffered by the Authority from such termination; and
 - b. the cost of causing to be performed such part of the Contract as would be performed by the Contractor during the remainder of the Contract Period. The Authority shall be at liberty to procure such performance by any persons (whether or not employees of the Authority) as the Authority shall in its entire discretion think fit and shall be under no obligation to employ the least expensive method of having such Works performed.
 - iii. The Authority shall be under no obligation to make any further Payments to the Contractor and shall be entitled to retain any Payments which may have fallen due to the Contractor before termination until the Contractor has paid in full to the Authority all sums due under this Contract or to deduct from it any sum due from the Contractor to the Authority under this Contract.
 - iv. The Authority shall not be liable for any claim demands costs expenses losses incurred or suffered by the Contractor (or any sub-contractor) resulting (either directly or indirectly) from the serving of a Termination Notice.
 - v. The Contractor shall immediately give up possession of the Site(s) in accordance with these Conditions.

21. Contract Suspension

- a. In the event that a Termination Event occurs the Authority may at its option on written notice to the Contractor suspend this Contract for such reasonable period as the Authority shall notify the Contractor (the "Contract Suspension Period") and the Authority shall have the right to instruct another contractor to carry out the Works during the Contract Suspension Period and the cost of the Authority in relation to such suspension shall be deducted from the Price.
- b. The exercise of the rights in this Clause above shall be without prejudice to any antecedent claim by the Authority and shall not prohibit the Authority from serving a Termination Notice at any time.

22. Assignment

- a. The Authority shall be entitled to assign or transfer the benefit of the Contract or any part thereof and shall give written notice of any assignment or transfer to the Contractor.
- b. The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or there under without the written consent of the Authority.



- c. The Contractor shall not sub-let the whole or any part of the Works without the written consent of the Nominated Officer together with any conditions. If such consent is given it shall not relieve the Contractor from liability or obligation under the Contract and it shall be responsible for the acts defaults omissions and neglects of any sub-contractor, its agents, servants or workmen.

23. Gangmasters (Licensing) Act 2004 ("the Act")

- a. If the Works are subject to the Act (and if in doubt the Contractor shall liaise with the Nominated Officer) or (at the direction of the Authority) the Contractor shall obtain and provide a full copy of its gangmasters licence pursuant to the Act ("the Licence").
- b. Where the Contractor is required to obtain a Licence, it shall ensure that such licence is valid and maintained and shall notify the Authority immediately if such licence is revoked or modified.

24. Title

- a. All items of whatever nature and any other artefacts excavated or found during the execution of the Works shall remain the property of the Landowner, and the Contractor will have no right of ownership. The Nominated Officer must be immediately notified of the location of any artefacts found during the course of the Works and the Contractor shall comply with all instructions issued by the Nominated Officer.

25. Notices

- a. No notice to be served upon the Authority shall be valid or effective unless it is sent by prepaid post or delivered by hand to the Authority at the address specified below or to such other address as the Nominated Officer may notify the Contractor in writing.

**Head of Law
Peak District National Park Authority
Aldern House
Baslow Road
Bakewell
Derbyshire
DE45 1AE**

Any notice to be served upon the Contractor shall be valid and effective if it is sent by prepaid post or delivered by hand to the registered principal place of business or to the address shown in this Contract if different or is delivered by hand to a Director, Company Secretary, or other responsible representative of the Contractor.

26. Arbitration

- a. All disputes under this Contract shall be settled by arbitration under the Arbitration Act 1996 (or any statutory modification or re-enactment thereof for the time being in force) by a single Arbitrator to be appointed in default of agreement between the parties by the President of the Institute of Arbitrators.
- b. Any award or decision of such Arbitrator shall be final and binding on the Parties.
- c. Unless the Contract shall have already been determined or abandoned the Contractor shall in every case continue to proceed with the Works with all due diligence and the Contractor and the Authority shall all give effect to every such decision of the Nominated Officer unless and until the same shall be revised by an arbitrator as hereinafter provided.

27. Observation of Statutory Requirements

The Contractor shall at all times observe and comply with all the relevant Acts of Parliament, regulations and codes of practice (the Statutory Requirements) relating to



the performance of the Works including (but not limited to) compliance with any obligations that may be imposed upon the Authority resulting from the Works (where the same are within the power and control of the Contractor) and the Contractor shall indemnify the Authority accordingly.

28. Stamp Duty and Professional Fees

Each party shall bear its own legal and other fees in relation to the preparation and submission of the Tender Documentation and any formal Contract documents arising therefrom.

29. Waiver

Failure by the Authority at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Authority to enforce any provision in accordance with these conditions.

30. Whole Contract

The Contract (which includes the Tender Documentation) constitutes the whole agreement and understanding of the parties as to the subject matter hereof and there are no prior or contemporaneous agreements between the parties with respect thereto.

31. Warranty

The Contractor and the Authority warrant their power to enter into this Contract and have obtained all necessary approvals to do so.

32. Rights and Duties Reserved

For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Authority's rights or powers duties and obligations in the exercise of its functions as a local authority for the enforcement of or pursuance of any enactment by-law or regulation for the time being in force.

33. Confidentiality and Data Protection

- a. Each Party will procure that all confidential information which may already have come into the ownership, possession or control it or of a subsidiary prior to the execution of the Contract provided by the Contractor, or which may at any time hereafter until termination hereof come into the ownership, possession, or control of either of them relating to the other Party or its operation or management, or otherwise in connection with or in anticipation of the performance of the Contract (hereinafter referred to as "the Confidential Information"), shall strictly:-
 - i. not be used for any purpose other than the performance of the Contract;
 - ii. not to be disclosed during the continuance of the Contract to any third party including for the avoidance of doubt any company, organisation or individual whatsoever employed by the Contractor now or at any time in the future; and
 - iii. not after termination be used for any purpose whatever or disclosed to any third party.
- b. The receiving Party shall inform the disclosing Party immediately if it comes to the notice of the receiving Party that any confidential information has been improperly disclosed or misused.

- c. The above obligations shall cease to apply to any particular piece of Confidential Information once it becomes public knowledge other than through any act or default of the receiving Party or any person acting or employed by them or acting on their behalf.
- d. Upon termination hereof, or at the request of the Authority the receiving Party shall procure that all documents and other written material (including material on disks and tape) containing Confidential Information shall be returned (together with all copies thereof) to the disclosing Party.
 - i.
- e. The Parties shall comply with the provisions of the Data Protection Act 1998.

34. Freedom of Information and Transparency

- a. The Contractor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR") and the Local Government Transparency Code 2014 ("the Code"). The Contractor shall assist and co-operate with the Authority as necessary to comply with these requirements and acknowledge that the Authority may be required to disclose information pursuant to the FOIA, the EIR or the Code. The Contractor shall provide all necessary assistance reasonably requested to enable the Authority to respond to a request for information within the time for compliance and permit the Authority to inspect such records as requested from time to time.
- b. The Contractor acknowledges that all payments over £250 are published in the public domain in accordance with guidelines issued by the Department of Communities and Local Government.

35. Copyright

- a. The copyright, design right, trademark or patent or other form of intellectual property in all data, reports, documents, drawings and designs (whether in paper or electronic format) created by the Contractor or the Authority in connection with the Works shall be vested in the Authority. The use or disclosure of any such report for any purpose at any time is strictly prohibited except with the explicit written consent of the Authority.

36. Contract Period

- a. This Contract shall extend for the Contract Period and shall not be terminable by either party within that period save in accordance with these Conditions.
- b.
- c. Notwithstanding the Contractor's obligations to maintain a capability to carry out the Works under the Contract or the Contractor's obligations generally, the Authority does not guarantee any level or volume of work or Purchase Order forms in respect of the Works at any time during the Contract Period.

37. Sub-contracting

- a. The Authority's prior written approval must be obtained before any part of the Works is sub-contracted. The Authority reserves the right to refuse such approval as its absolute discretion.
- b. An approved sub-contractor must give a direct warranty and undertaking to the Authority but the Tenderer will nonetheless remain primarily liable for carrying out and completing the Works.

38. Ancient Monuments and Archaeological Areas

- a. Unauthorised works and wilful or reckless damage to Scheduled Monuments are offences under Sections 2 and 28 of the Ancient Monuments and Archaeological Areas (as amended) Act 1979 ("the 1979 Act").

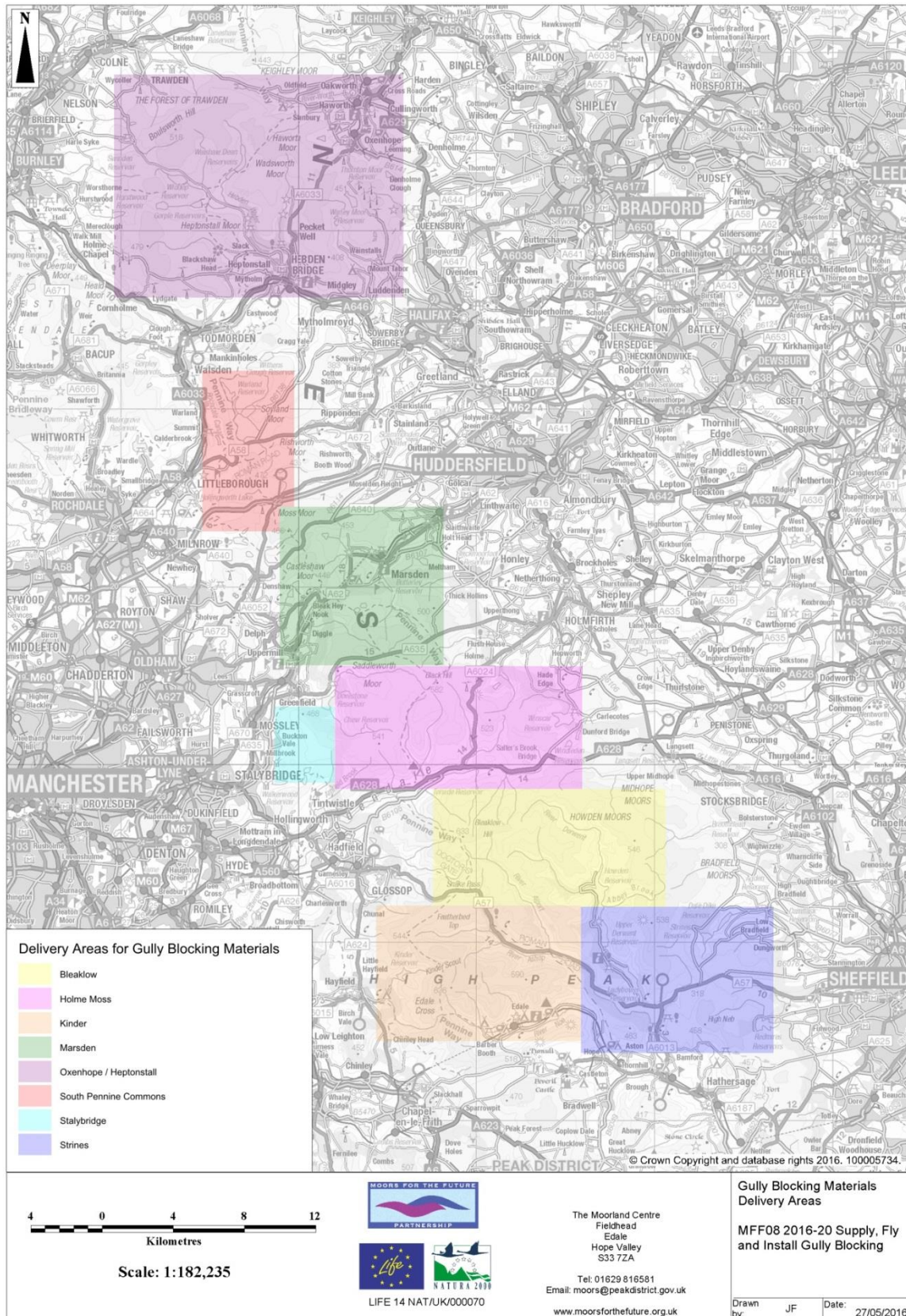
- b. The Contractor (and any subcontractor) must have particular regard to the following statement provided by English Heritage:
 “Any person...operating or causing to be operated mechanised cutting equipment on a Scheduled Monument in England containing upstanding stone features would potentially place themselves at risk of prosecution under the above Act given the reckless nature of such action in the clear knowledge of the following facts:-
 - i. Scheduled Monuments are protected under the 1979 Act and exist at numerous locations across England.
 - ii. The locations of Scheduled Monuments can be readily established by correspondence with English Heritage.
 - iii. The practise of mechanised cutting of heather when conducted over a cairnfield or other upstanding stone features is likely to cause damage to such features which may comprise offences under Sections 2 and 28 of the 1979 Act
- c. The Authority shall, wherever possible provide details of any Scheduled Monuments at any of the Sites however, this does not obviate the need for the Contractor to carry out its own searches and enquiries including (but not limited to);
 - i. Consultation of the National Heritage List for England at <http://www.english-heritage.org.uk/professional/protection/process/national-heritage-list-for-england/>; and
 - ii. Consultation of the Peak District National Park Authority archaeological department.
- d. Any Contractor (and any subcontractors) shall provide a copy of all such searches, enquiries and associated consents to the Nominated Officer.
- e. The Contractor (and any subcontractors) shall comply with all conditions requirements and consents required by English Heritage and Peak District National Park (whether supplied by the Authority or otherwise) relating to the Works at the Sites and shall notify the Authority of and fully indemnify the Authority against all losses costs claims and demands arising from any breach of such conditions consents or requirements or any breach of the 1979 Act.

39. Conditions

- a. In the event of any contradiction between the Standard Conditions and the Detailed Conditions then the Detailed Conditions shall prevail.
- b. The Conditions and all other conditions contained in the Tender Documentation shall take precedence over all other terms and conditions provided by a Contractor (including any terms and conditions which a Contractor purports to imply under any confirmation of order, specification or other document).
- c. No terms and conditions endorsed on, delivered with or contained in a confirmation of order, specification or other document provided by the Contractor shall form part of the Contract.

ANNEXURE 1 – MAPS RELATING TO THE CONTRACT

Map 1: Delivery Areas for Gully Blocking Materials



ANNEXURE 2 – SUPPLY AND CONSTRUCTION SPECIFICATIONS FOR ALL GULLY BLOCKING TECHNIQUES

1. SUPPLY AND CONSTRUCTION SPECIFICATIONS FOR STONE DAMS

a. Specification of gully blocking stone to be supplied for the Works

- i. The gully blocking stone (“the Stone”) shall conform to the following requirements:
- ii. Clean millstone grit.
- iii. Not less than 150mm in any dimension and not greater than 250mm in any dimension
- iv. The final Specification and quantities of the Stone shall be notified to the contractor at the pre-contract meeting.

b. General Stone Dam Construction

- i. Dam construction should start as near to the top of the gully system as is reasonably practicable and work downstream.
- ii. Where there are confluences (i.e. where one gully joins into another gully) Dams should be placed in the individual gullies before they join together and it may be necessary to place a larger Dam, constructed of more than one Dam Unit, in the main gully downstream of the confluence.

c. Location of Gully Systems for Stone Dam Construction

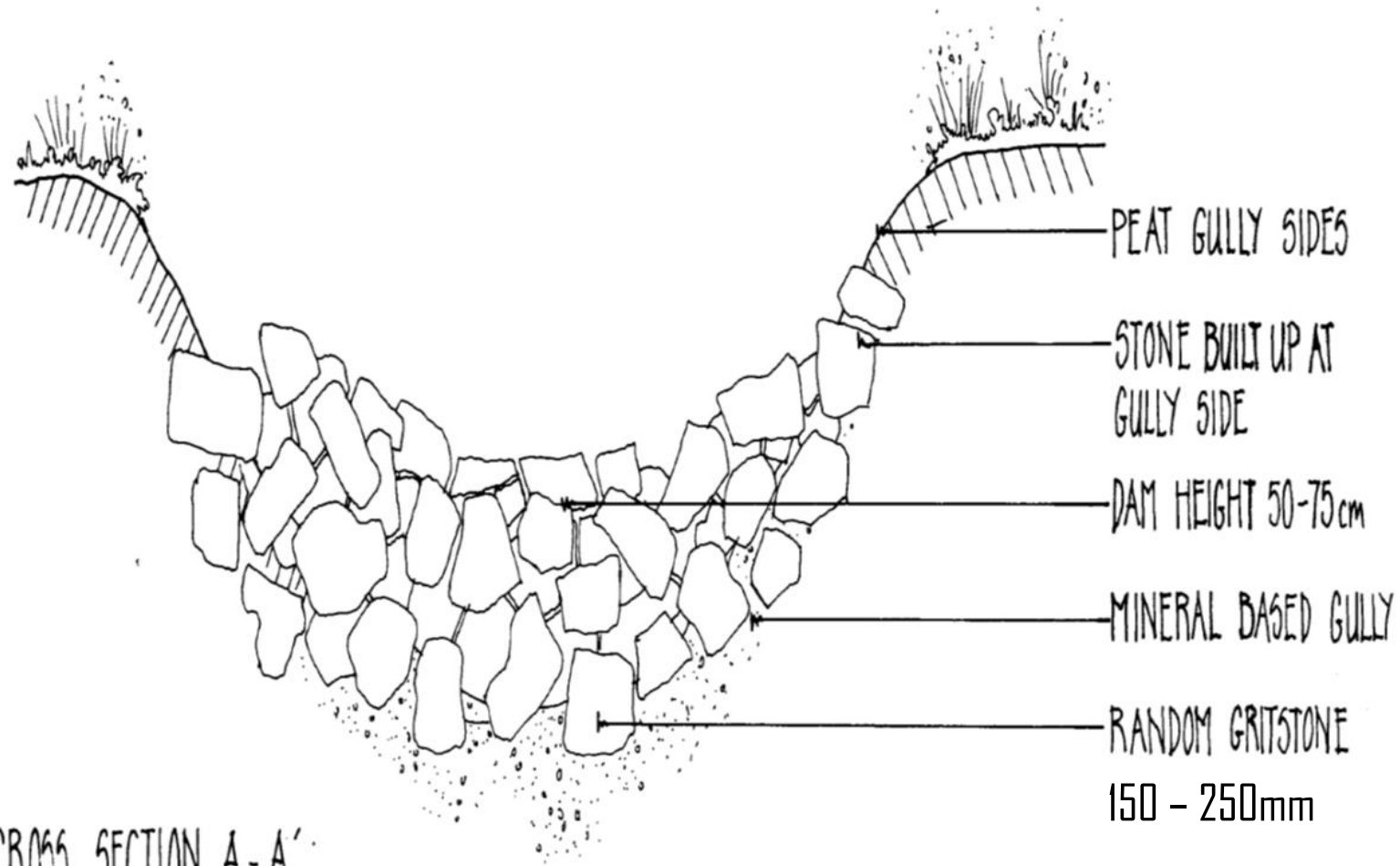
- i. Individual Stone Dams are NOT identified on the Location Maps.
- ii. Locations of Gully Systems for Stone Dam construction will be provided to the Contractor at the pre Contract meeting.
- iii. Any Exclusion Areas will be shown on **Location Maps** and more particularly identified by the Nominated Officer on the Works Site.

d. Construction of Stone Dams

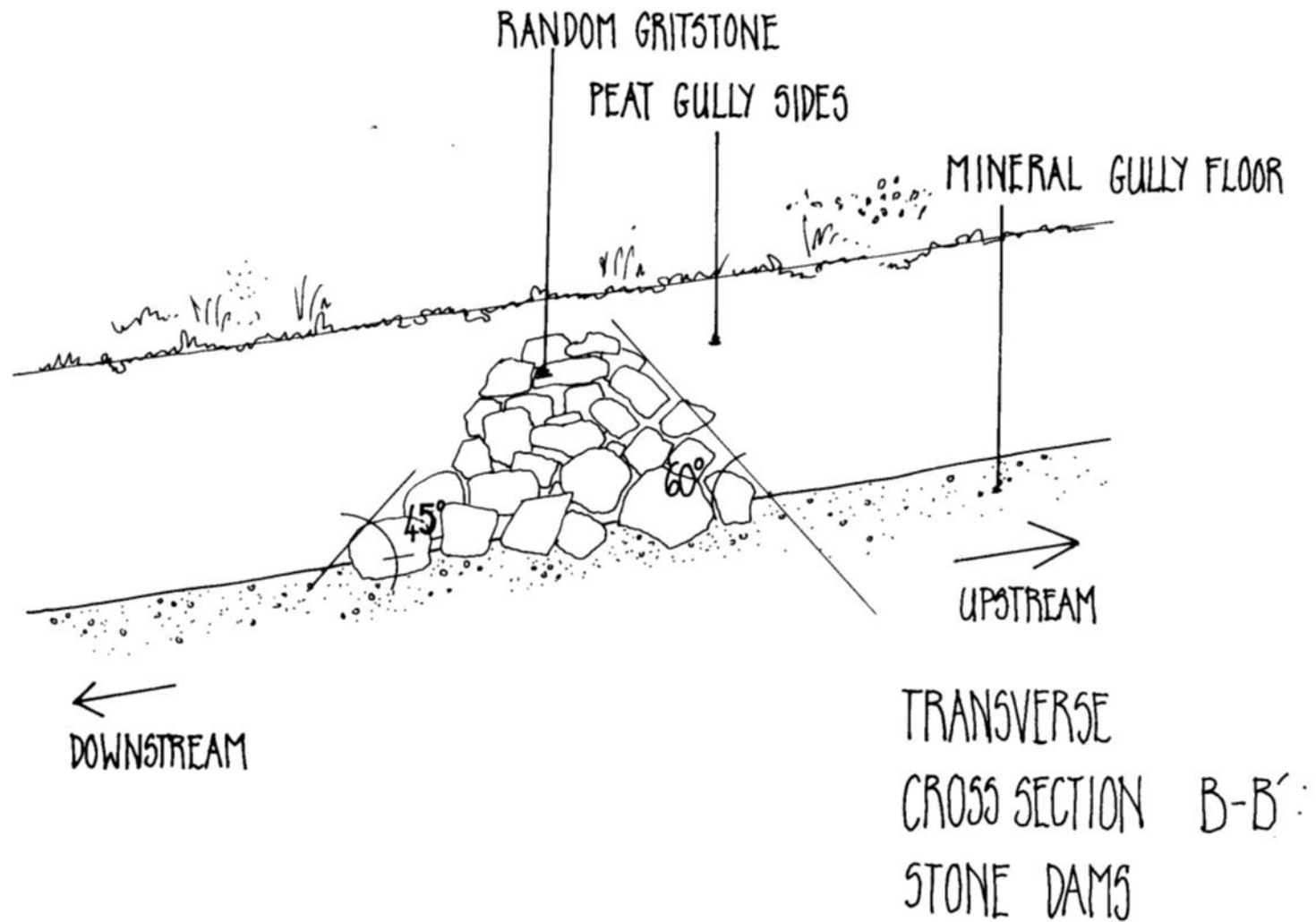
- i. Unless advised otherwise by the Nominated Officer on the Works Site, each Dam is to contain a single Dam Unit consisting of 750kg of Stone.
- ii. Dependent on the size and nature of the gully more than one Dam Unit maybe required to complete the Dam.
- iii. Dams are to be a minimum of 50cm high and at least 75cm in transverse width upstream to downstream and span the full width of the gully.
- iv. Dams must be no taller than 1m in height for safety reasons.
- v. Dams should have a steep face (approximately 60 degrees) on the upstream side and have a slope of approximately 45 degrees on the downstream face.
- vi. Dams should be higher at each side than in the middle to allow water to flow down the middle of the downstream face of the Dam and prevent scouring around the sides of the Dam.
- vii. There will be some hand movement of Stone required by the Contractor after the Dam Unit has been initially dropped into place to ensure that the Dam conforms to the Specification as set out above.



- viii. Dams, consisting of more than a single Dam Unit, may be placed at pinch points, confluences or changes from mineral to peat based substrate, on instruction from the Nominated Officer.
- ix. In the event of uncertainty over the method of construction of Stone Dam required what is required, the Contractor must obtain prior clarification and instruction from the Nominated Officer.

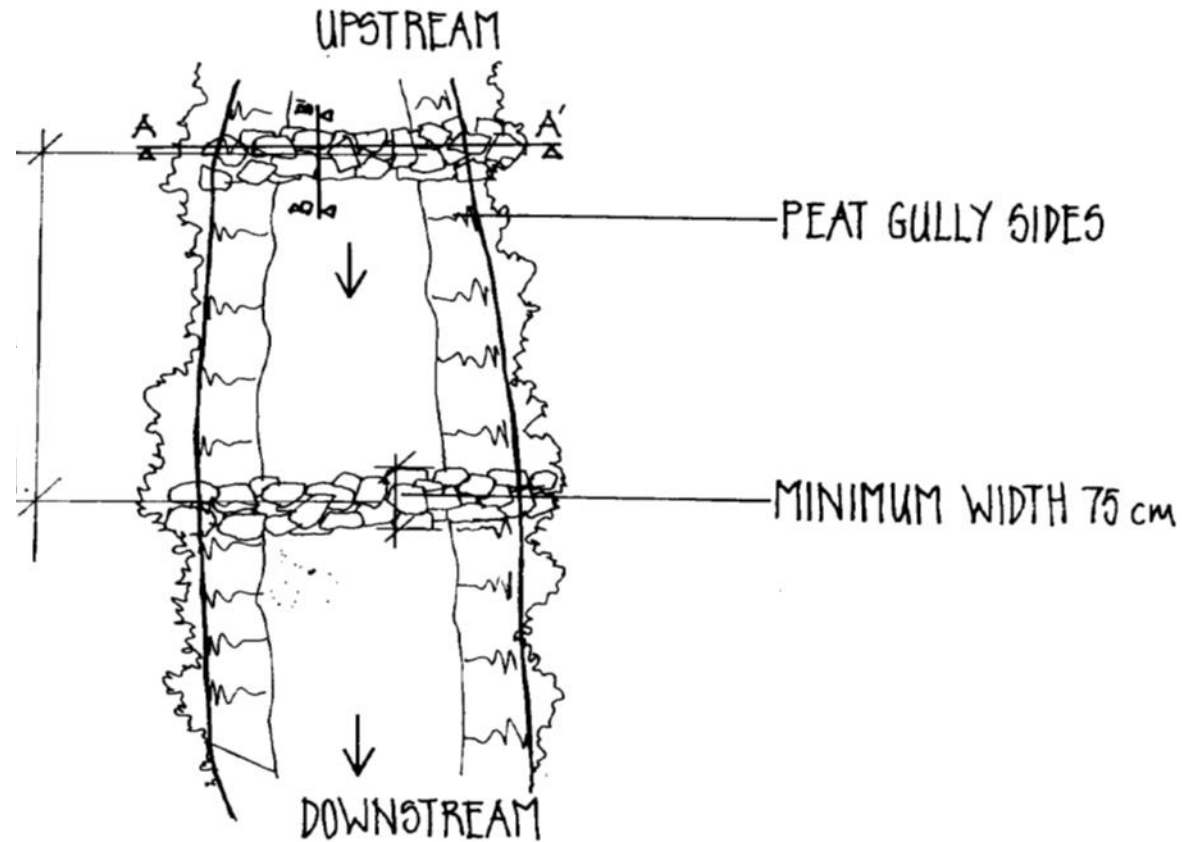


CROSS SECTION A-A':
STONE DAMS



CROSS SECTION A-A': STONE DAMS

STONE DAMS placed at pinch points in the gully system at 8 - 15 metre spacing where the fall/drop in gully height is at least 40cm



PLAN: STONE DAMS

2. SUPPLY AND CONSTRUCTION SPECIFICATIONS OF HEATHER BALE DAMS

a. Specifications of Heather Bales to be supplied for the Works

- i. Each Heather Bale shall conform to the following requirements:
 - ii. Small 'square' bales of dimensions 40cm high x 45cm wide and between 75 and 80cm in length;
Baled to a density that gives a bale weight of between 20 and 40kg when dry;
Securely tied with bailer twine;
- ii. Each Heather Bale must only contain heather brash,;
- iii. Dumpy Bags containing a proportion of foreign materials (e.g. soil, grass or other plant materials other than heather) as deemed by the Nominated Officer shall be rejected. The decision of the Nominated Officer shall be final.
- iv. The Heather Bales are not required to be seed rich, though must be fit for the purpose of Heather Bale dam creation and in such condition that the Heather Bales are intact and securely fastened and baled dense enough to avoid a loose construction;
- v. The Heather Bales must be produced to a suitable standard to withstand:-
 - multiple handling during the Delivery process to the Delivery Site and Lift Site;
 - preparation of Heather Bales for Aerial Works;
 - transport of the Heather Bales to final point of use as underslung load beneath a helicopter;
 - any other process reasonably associated with the use of Heather Bales and dam construction.

b. General Heather Bale Dam Construction

- i. Dam construction should be in low flow energy flat areas of "Peat Pans" and/or small gullies less than 1 metre wide and 50cm deep and of less than 5 degrees of slope.
- ii. Dams for Peat Pans should be constructed at strategic points where the water flows out of the peat pan in order to hold water and create pools.
- iii. Where there are large outflows it may be necessary to construct Dams of more than one Heather Bale.
- iv. Dams for small gullies should start as near to the top of the gully system as is reasonably practicable and work downstream.
Dams in small gullies should be placed in strategic locations such as pinch points, confluences and changes of direction.

c. Location of Individual Heather Bale Dams

- i. The gully/pan locations for the Works Sites will be provided to the Contractor prior to award of Contract.

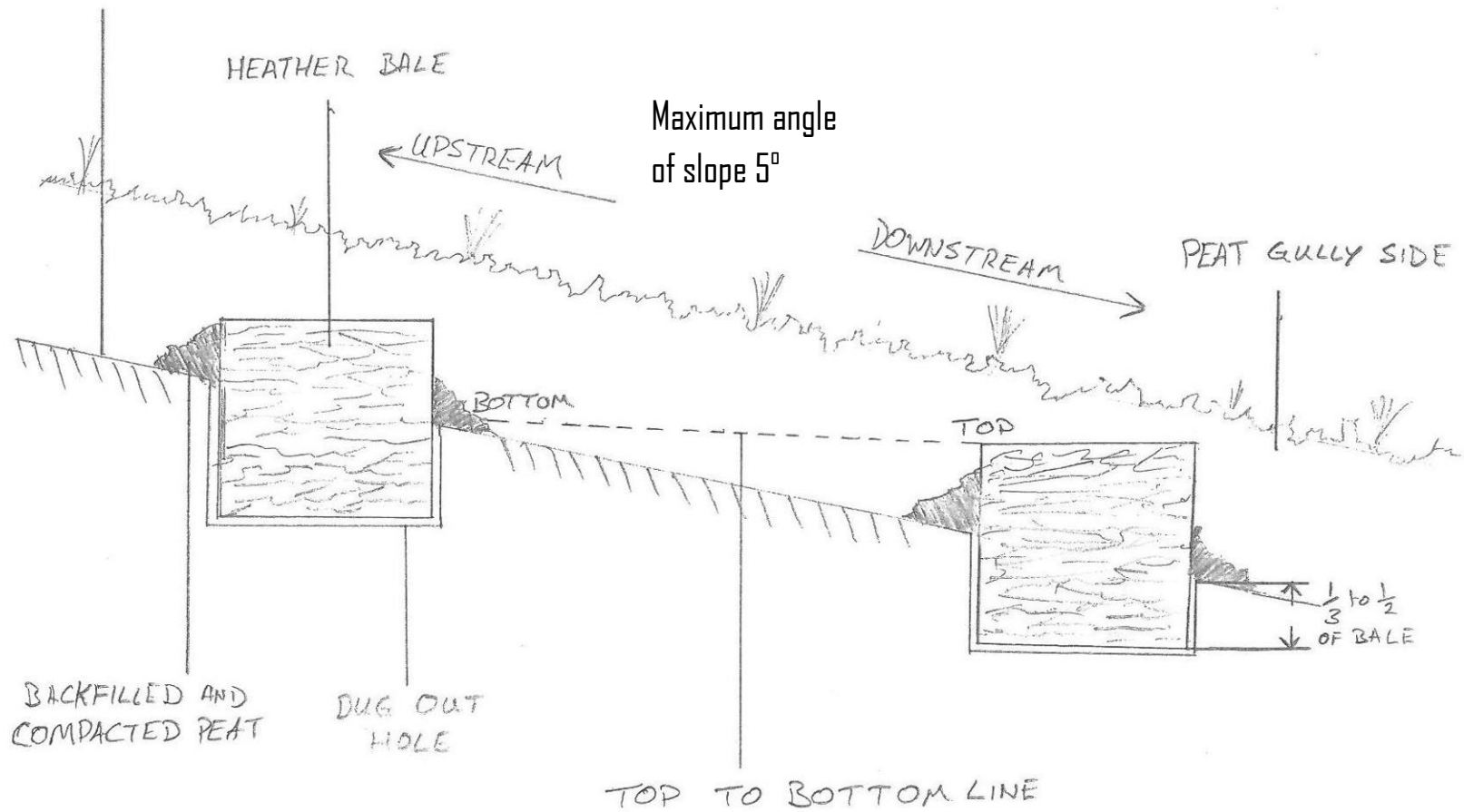
- ii. Individual locations of Dams are NOT identified on the Location Maps.
- iii. Individual locations of Dams will be agreed on the Works Site with the Nominated Officer prior to construction.
- iv. It is expected that Heather Bales will weigh between 20 – 35Kgs. Prevailing weather conditions during harvesting, in Aerial Transportation and at the Works Site itself may result in water absorption leading to an increase in weights. These figures are for information purposes and no reliance should be made on this statement by the Contractor.

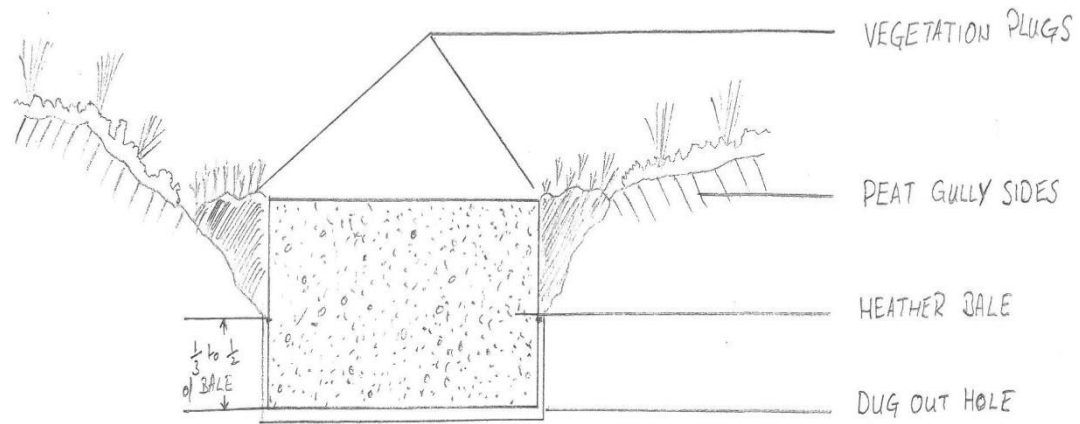
d. Construction of Heather Bale Dams

- i. Dependent on the size and nature of the gully or outflow more than one Heather Bale maybe required to create the Dam.
- ii. The Heather Bales should be dug in to the ground at between one third and one half of their height and keyed into the side of the gully/ outflow. This is done to prevent scouring around the sides and base of the Dam. The Heather Bale should be dug in to the ground so the heather stalks lay horizontally to the gully, with the baling twine vertical to the gully.
- iii. Peat removed from the ground should be backfilled and compacted around each Heather Bale to ensure a good fit and any spare peat should be translocated to the upstream side of the dam and packed in behind the bales.
- iv. Dams constructed in small gullies should follow the “Top to Toe” principal. i.e. the top of the downstream Dam should be level with/higher than the bottom of the upstream Dam. This will help prevent under cutting of the Dams.
- v. Once a Dam has been installed local vegetation plugs such as Cotton Grass or Wavy Hair Grass (NOT Heather) should be dug up and planted at either side of the Dam and in the joints between Heather Bales on larger Dams. Where possible these should be taken from within the eroding gully/ peat pan that is being blocked.
- vi. In the event of uncertainty over the method of construction of Heather Bale Dams the Contractor must obtain clarification from the Nominated Officer.



PEAT GULLY FLOOR







3. SUPPLY AND CONSTRUCTION SPECIFICATIONS OF PLASTIC PILE DAMS

a. Specifications of Plastic to be supplied for the Works

- i. Dimensions of the Plastic Sheets:
Plastic Pile dams are created from interlinking sheets of corrugated plastic (Standard “Z” Rib Format) piles. Each sheet is 31cm wide and 1m in length.

b. General Plastic Pile Dam Construction

- i. Dam construction should start as near to the top of the system as is reasonably practicable and work downstream.
- ii. Plastic Pile Dams are created from interlinking corrugated Plastic Sheet (Standard “Z” Rib Format) piles. Each Plastic Sheet is 31cm wide and 1m in length.
- iii. Each Plastic Pile Dam is to consist of enough Plastic Sheets to completely span the grip or gully, ensuring that the dam wall structure is a maximum of 500mm from the bottom of the Grip or Gully to the top of the Dam.
- iv. Each Dam should be keyed into the sides of the grip or gully, to the top of the grip or gully profile, to maximum height of 500mm. This is to allow water to flow out from the grip or gully across the moorland instead of flowing over or around the dam and back into the grip or gully (See Drawing). Where Plastic Piling Dams are constructed in gullies of >1m depth. The Dam profile should allow water to flow over the centre of the Dam (See Drawing.)
- v. Hand construction with a maul and pile cap is required for all Plastic Pile Dam Works on Works Site.

c. Location of Individual Plastic Pile Dams

- i. The grip or gully locations for the Works Sites will be provided to the Contractor prior to award of Contract.
- ii. Individual locations of Dams are NOT identified on the Location Maps.
- iii. Individual locations of Plastic Piling Dams will be agreed during the Contract Period on the Works Site with the Nominated Officer.

c. Construction of Plastic Piling Dams

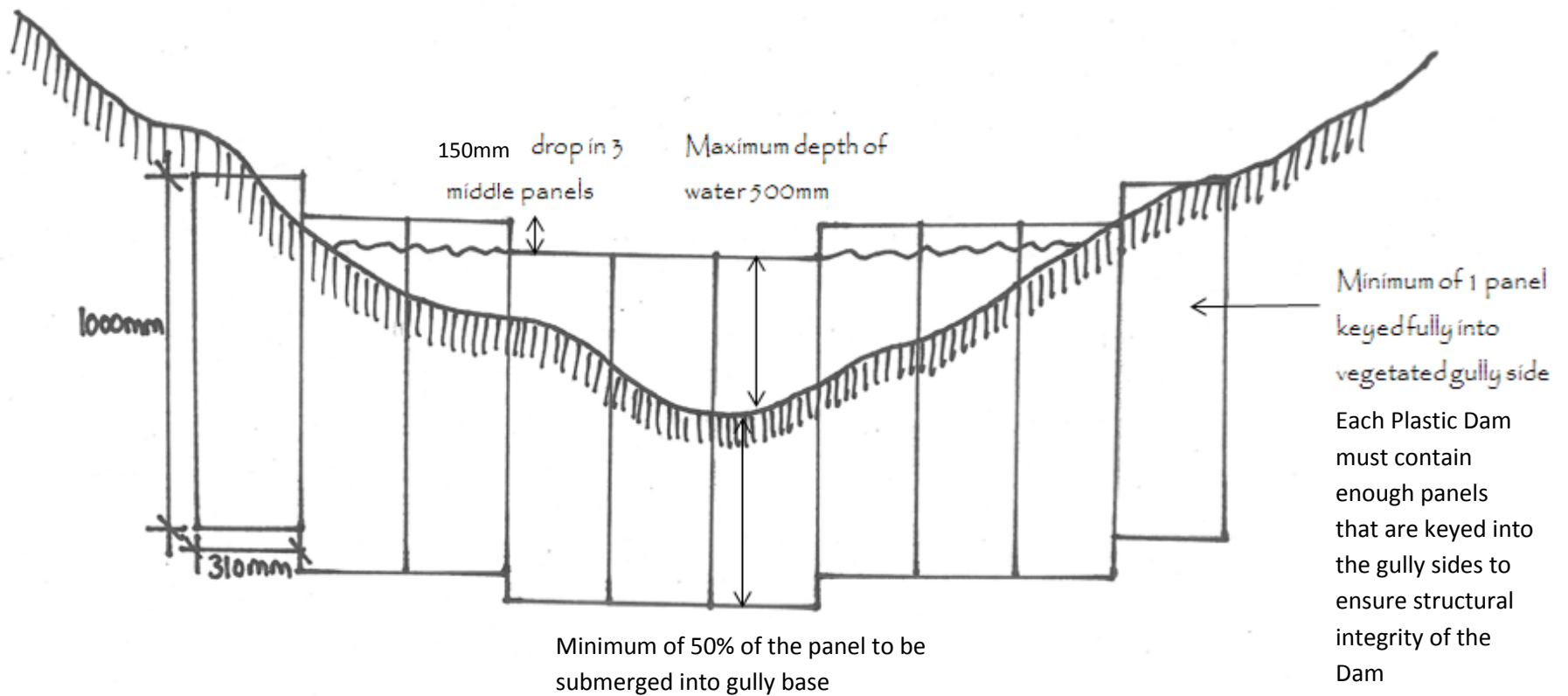
- i. All vegetation in or around the grip or gully should NOT be disturbed other than to create insertion slits for the pile sheets.
- ii. Cut a “Z” shaped slit perpendicular to the Grip or Gully, large enough for one Plastic Sheet, into the intact vegetation far enough to one side of the grip or gully to allow sufficient keying for the Dam.
- iii. The first Plastic Sheet should then be inserted into this slit using a “Cap & Maul” to between one third and half its length.
- iv. Cut a second slit in line with the first slit large enough for the second Plastic Sheet. The second sheet should then be connected to the first sheet and inserted to the same depth.
- v. This process is then repeated until the dam fully spans the grip or gully including the keying sheets in the opposite bank.
- vi. Once the full width of the grip or gully, including keying in sheets has been bridged, return to the first sheet and start to insert each sheet to its full depth. Ensuring that all sheets remain connected and as near vertical as is reasonably practicable, and are fully keyed into both the sides and



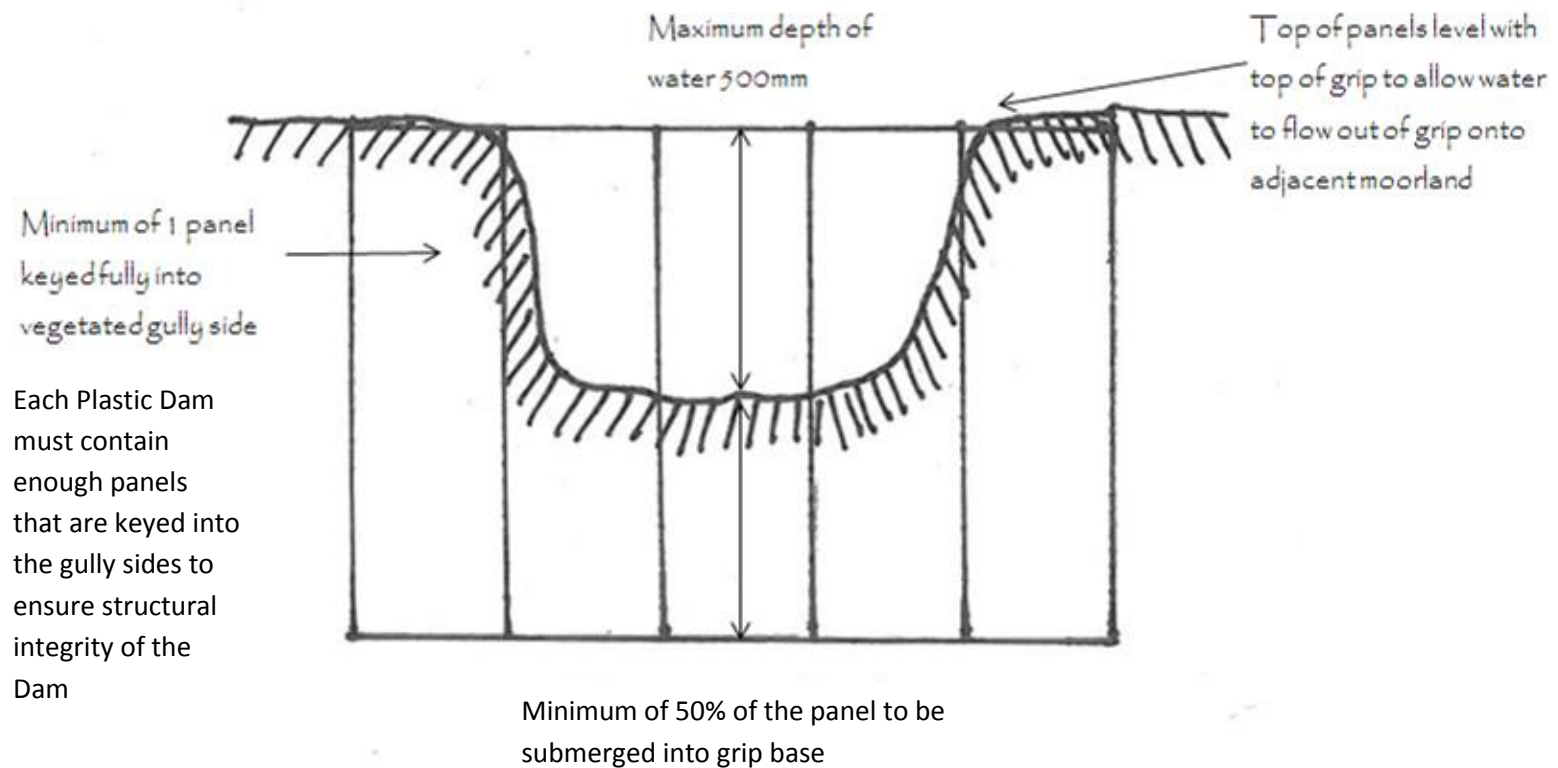
bottom of the grip or gully.

- vii. Variation in the positioning of the Plastic Pile Dams may be required in order to take advantage of the natural topography, or to avoid subterranean obstacles (e.g. roots/ rocks).
- viii. It may be necessary to cut down the size of plastic sheets on site to fit the necessary dimensions of a maximum dam height of 500mm and minimum depth of 50% of the panel submerged into the gully base
- ix. Any Plastic Sheets that are damaged or broken during construction will need to be replaced at the Contractor's expense.
- x. Any cut off bits of Plastic Sheets are to be removed from site at the Contractors expense.
- xi. In the event of uncertainty over the method of construction or location of Plastic Pile Dams or what is required, the Contractor must obtain clarification from the Nominated Officer

Gully Blocking with Plastic Piling



Grip Blocking with Plastic Piling





4. SUPPLY AND CONSTRUCTION SPECIFICATIONS OF NATURAL FIBRE LOG DAMS

a. Specifications of Natural Fibre Logs to be supplied for the Works

- i. Dimensions of the Natural Fibre Logs :
Large Natural Fibre Log dimension is 250cm in length and 30cm in diameter.
Mini Natural Fibre Log dimension is 80cm in length and 30cm in diameter.
- ii. Dimensions of the wooden stakes:
Wooden stakes are to be untreated with a point at one end.
The dimensions are minimum 100cm in length and minimum 5cm diameter.
6 wooden stakes are required per Large Natural Fibre Log.
2 wooden stakes are required per Mini Natural Fibre Log.

b. General Natural Fibre Log Dam Construction

- i. Dam construction should be in low flow energy flat areas of “Peat Pans” and/or small gullies less than 2 metres wide and 50cm deep and of less than 5 degrees of slope.
- ii. Dams for Peat pans should be constructed at strategic points where the water flows out of the peat pan in order to hold water and create pools.
- iii. Where there are large outflows it may be necessary to construct Dams of more than one Natural Fibre Log.

c. Location of Individual Natural Fibre Log Dams

- i. The gully/pan locations for the Works Sites will be provided to the Contractor prior to award of Contract.
- ii. Individual locations of Dams are NOT identified on the Location Maps.
- iii. Individual locations of Dams will be agreed on the Works Site with the Nominated Officer prior to construction.
- iv. Prevailing weather conditions during transport and at the Works Site itself may result in water absorption leading to an increase in weights. These figures are for information purposes and no reliance should be made on this statement by the Contractor.

d. Construction of Natural Fibre Log Dams

- i. The Natural Fibre Logs should be dug in to the peat 5-10cm and keyed into the side of the gully/ outflow. It is important that the Natural Fibre Log butts tightly to the side of the bank to prevent scouring around the sides of the Dam.
- ii. Peat removed from the ground should be backfilled and compacted around each Natural Fibre Log to ensure a good fit and any spare peat should be translocated to the upstream side of the dam and packed in behind the Natural Fibre Logs.
- iii. Stakes should be used to secure the Natural Fibre Logs in position on the downstream side of the dam every 50cm. Each stake should be driven into the peat up to 50cm.
- iv. Once a Dam has been installed local vegetation plugs such as Cotton Grass or Wavy Hair Grass (NOT Heather) should be dug up and planted

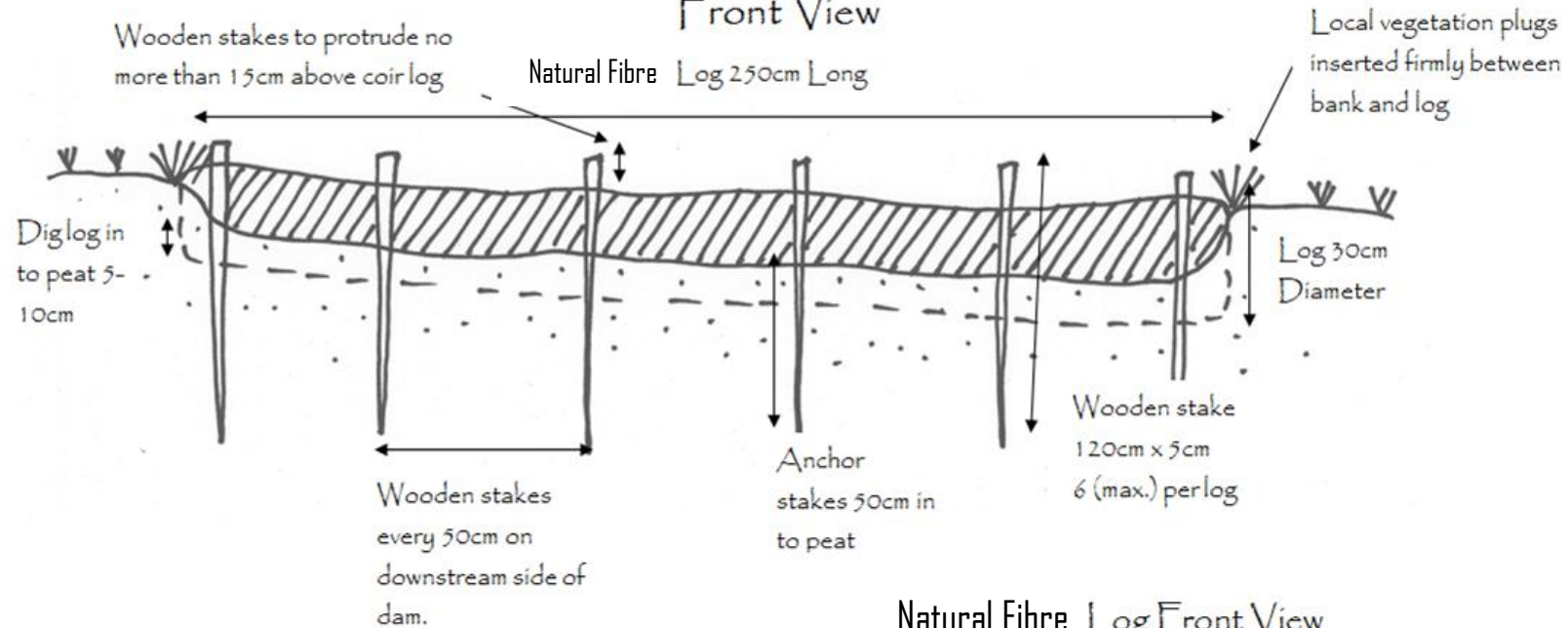


at either side of the Dam. Where possible these should be taken from within the eroding gully/ peat pan that is being blocked.

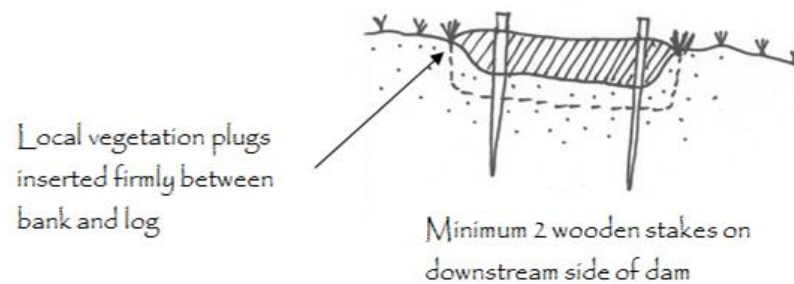
- v. Where multiple Natural Fibre Logs must be used to construct a Dam, the Natural Fibre Logs must join in order to prevent water scouring through the gap. Stakes should be position on either side of the join. Local vegetation plugs must be inserted firmly into joins.
- vi. In the event of uncertainty over the method of construction of Natural Fibre Log Dams the Contractor must obtain clarification from the Nominated Officer.

Natural Fibre Log Peat Pan Installation

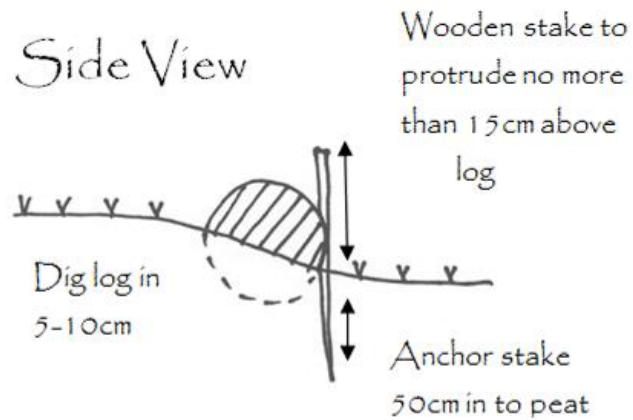
Front View



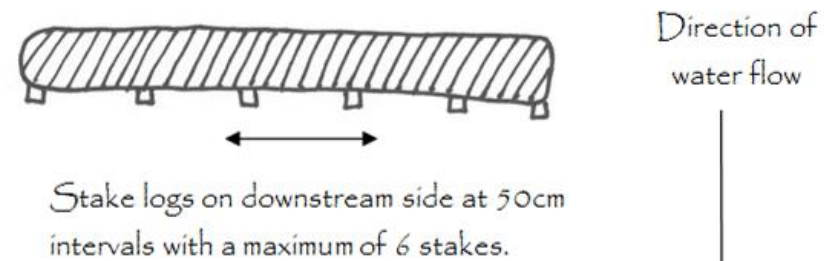
Natural Fibre Log Front View



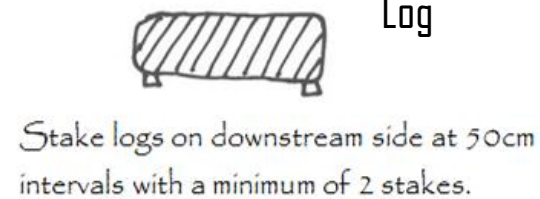
Side View



Plan View – Natural Fibre Log

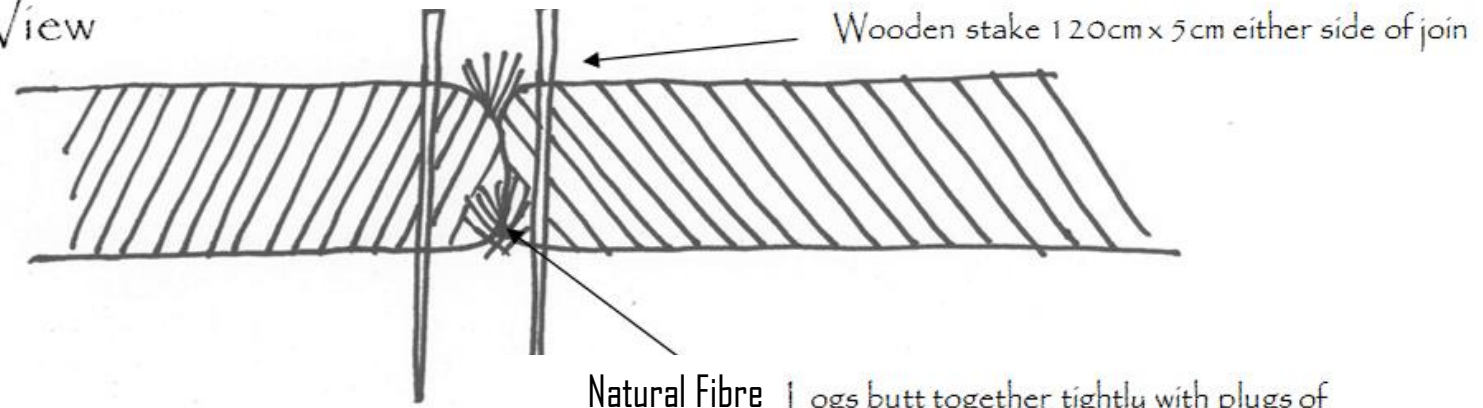


Plan View – Mini Natural Fibre Log



Multiple Natural Fibre Logs

Front View



Plan View



5. SUPPLY AND CONSTRUCTION SPECIFICATIONS OF TIMBER DAMS

a. Specifications of Timber to be supplied for the Works

- i. Dimensions of the Timber
- i. Timber Planks should be: untreated FSC timber; either softwood or hardwood or equivalent and approved by the Nominated Officer; - 2400mm X 125mm X 25mm.
- ii. Timber Posts should be untreated FSC timber; either softwood or hardwood or equivalent and approved by the Nominated Officer - 1500mm x 75mm x 75mm.

b. General Timber Dam Construction

- i. Each Timber Dam is to consist of between 4 and 5 Planks ("Planks") (depending on the local topography) and 2 stakes.
- ii. Timber Dams will be constructed in peat pan areas and in small gullies $\leq 1.8\text{m}$ in width.
- iii. Hand construction is required for all Timber Dam Works on Works Site.

c. Location of Individual Timber Dams

- i. Individual locations of Timber Dams will be agreed during the Contract Period on the Works Site with the Nominated Officer.
- ii. A Location Map has been provided in **Section 3 Part B** to give indication of the Work Sites.

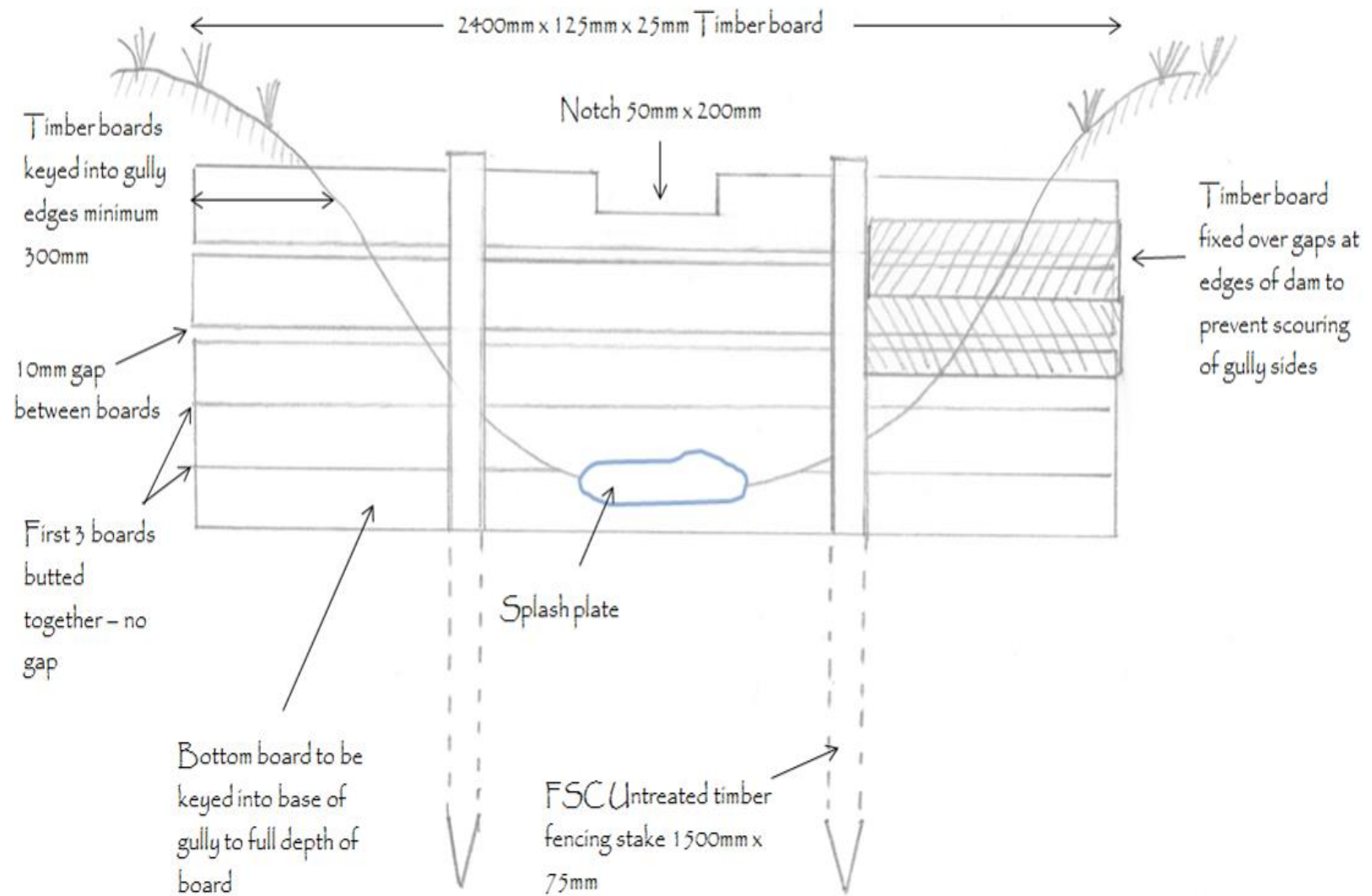
d. Construction of Timber Dams

- i. Timber Dam construction will follow the specification outlined below:
- ii. Ditch vegetation should be scraped back along the line of the Timber Dam and put to one side before putting in the stakes, and then moved back into place on Timber Dam completion.
- iii. The stakes should then be driven into the base of the gully at approximately 1000mm centres and to a depth of at least 500mm
- iv. The first Timber Plank should be completely buried in the peat to prevent scouring at the base of the Timber Dam.
- v. The Timber Planks are to be keyed into the gully sides by at least 30cm on both sides of the gully, to prevent erosion at the gully edges.
- vi. Timber Planks should be nail-fastened using appropriate nails (on the upstream side), to the supporting upright fencing stakes.
- vii. A gap of 10mm should be left between planks above the first three constructed planks, to allow water to percolate through the Dam during periods of high flow. The gaps near the edges of the Dams will need to be covered up with off-cut timber planks to prevent erosion at the gully edges.
- viii. The top plank of each Timber Dam will have a right angled, 50mm deep x 200mm long square shaped notch cut in it to its central point, to allow water to flow through the middle of the Timber Dam rather than scour the sides of the gully.
- ix. Timber Dams will require a splash plate placing on the gully floor immediately downstream of the square notch in the Timber Dam, to prevent turbulence erosion as water flows over the top. Splash plates are to be implemented using off cuts of Timber Planks or locally found stone or other material with the Nominated Officer's prior approval.
- x. Timber Dams will be placed at approximately 8 metre intervals, with Timber Dams closer together on steeper slopes and further apart on

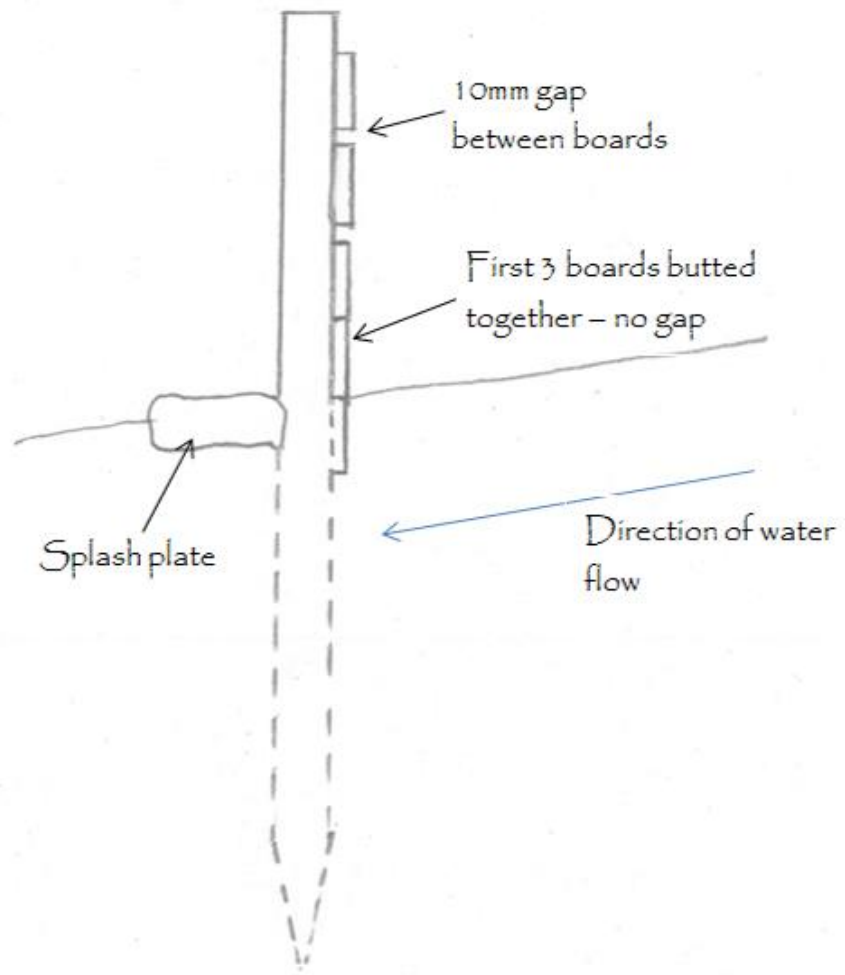
flatter areas, following the “Top to Toe” principal i.e. the top of the downstream Dam should be level with or higher than the bottom of the upstream Dam.

- xi. Variation in the positioning of the Timber Dams may be required in order to take advantage of the natural topography.
- xii. In the event of uncertainty over the method of construction of Timber Dam or what is required, the Contractor must obtain clarification from the Nominated Officer.

Timber Dam Construction



Cross Section



ANNEXURE V – HAZARDS ASSOCIATED WITH THE WORKS

I. Hazards Associated with the works.

I.1. **Site Access – Access/Egress on or off a public highway, or works on or adjacent to a public highway.**

Method statement: Contractor to detail traffic management measures, including the use of a Banksman for access/egress, with appropriate road signage and coning in place. Contractor to detail method of working to ensure that the public highway remains clear of mud, soils, or other material debris for the duration of the Contract.

I.2. **Site Access – Prevention of damage to infrastructure (including road and path surfaces)**

Method Statement; the Contractor is to detail the methods and steps by which potential damage to property and infrastructure is to be avoided. Contractor to detail method of ensuring that there is no damage done to the existing road or footpath surfaces during the course of the construction work.

I.3. **Site Access – Transport and delivery of materials by road.**

Method statement: Contractor to detail traffic management measures, including the use of a Banksman for access/egress, with appropriate road signage and coning in place. Contractor to detail method of working to ensure that the public highway remains clear of mud, soils, or other material debris for the duration of the Contract. Contractor to detail measures for safe loading and transport of Materials by road.

I.4. **Use of Site – members of public**

Method statement: Contractor to detail method of working that will provide a safe method of safe guarding the public and public access throughout the Contract Period.

I.5. **Use of Site – Landowners, their agents and other third parties**

Method statement: Contractor to detail method of working that will provide a safe method of safe guarding landowner, their agents and other third parties who have access throughout the Contract Period.

I.6. **Working – Hazardous weather**

Method statement: Contractor to discuss with the Nominated Officer when weather conditions become unfit for work, due to ground conditions or as a risk to the Contractor's employees safety.

I.7. **Working – Remote Upland Locations**

Method statement: Contractor to detail method of working safely on or off public highways in inclement weather.

I.8. **Working – On or adjacent to steep slopes.**

Method statement: Contractor to detail method of working on or adjacent to steep slopes, including types of machinery used.

I.9. **Working – On or adjacent to soft, wet, or unstable ground.**

Method statement: Contractor to detail method of working on or adjacent to soft, wet, or unstable ground including the type of machinery to be used and the preventative measures to be undertaken.

I.10. **Control of noise and vibration.**

Method Statement: demonstrating the The Contractor shall employ the 'best practical means' as defined in the control of pollution act 1974 to minimise noise and vibration resulting from his operation, and shall have due regard to British Standard B35228 1975, Code of practice for noise control on construction sites.

1.11. Works – On adjacent to open water courses, ditches, streams, rivers, canals, reservoirs, ponds, lakes, or locks.

Method statement: Contractor to detail method of working adjacent to the above, where there is the danger of entrapment in overturning machinery, drowning, submersion, affixation, or loss of life.

1.12. Works – Prevention of damage environmental damage, damage to adjacent land or structures.

Method statement: Contractor to detail method of ensuring that no environmental damage occurs, or that adjacent land, and structures are not damaged as a result of the implementation of the Contract.

1.13. Materials Handling – Manual handling

Method statement: Contractor to detail method of ensuring that risks of injury are effectively minimised during of the implementation of the Contract.

1.14. Materials Handling – by machine / mechanised handling

Method statement: Contractor to detail method statement for the use of machines in the handling of Materials, including types of machinery used.

1.15. Construction – Techniques

Method statement: Contractor to detail method of ensuring that risks of injury are effectively minimised during of the implementation of the Contract. One method statement should be supplied per technique.

1.16. Construction – Manual / handwork

Method statement: Contractor to detail method of ensuring that risks of injury are effectively minimised during of the implementation of the Contract.

1.17. Construction – Mechanised / machine work

Method statement: Contractor to detail method of ensuring that risks of injury are effectively minimised during of the implementation of the Contract.

1.18. Use of Helicopters and airlifting operations – safety and management

Method statement: Contractor to detail method statement for the operation and management of the area to be used as a lift site. Method statement should include operation of machinery in the lift site area, lift site personnel, hooking on, refuelling, take off and landing area. Communication with the pilot / airlifting sub-contractor. Passage of third parties through the lift site area. Signage and warning notices.

Method statement: Contractor to detail method statement for the transport of materials by underslung load from the lift site to the drop site. Communication with the pilot / airlifting sub-contractor.

Method statement: Contractor to detail method statement for the operation and management of the area to be used as a drop site. Method statement should include operation of machinery in the drop site area, drop site personnel, hooking on and setting down of loads, emergency take off and landing area. Passage of third parties through the lift site area - Two banksmen should be deployed to guide members of the public through the working area, and to ensure that all machine work is halted during such time. Signage and warning notices.

2. Potential Hazards to Third Parties.

2.1. Site Access – Access/Egress on or off a public highway, or works on or adjacent to a public highway.

Method statement: Contractor to detail traffic management measures, including the use of a Banksman for access/egress, with appropriate road signage and coning in place. Contractor to detail method of

working to ensure that the public highway remains clear of mud, soils, or other material debris for the duration of the Contract.

2.2. Site Access – Prevention of damage to infrastructure (including road and path surfaces)

Method Statement; the Contractor is to detail the methods and steps by which potential damage to property and infrastructure is to be avoided. Contractor to detail method of ensuring that there is no damage done to the existing road or footpath surfaces during the course of the construction work.

2.3. Use of Site – members of public

Method statement: Contractor to detail method of working that will provide a safe method of safe guarding public access throughout the Contract Period.

2.4. Use of Site – Landowners, their agents and other third parties

Method statement: Contractor to detail method of working that will provide a safe method of safe guarding public access throughout the Contract Period.

2.5. Working – Hazardous weather

Method statement: Contractor to discuss with the Nominated Officer when weather conditions become unfit for work, due to ground conditions or as a risk to the contractor's employees safety.

2.6. Working – Remote Upland Locations

Method statement: Contractor to detail method of working safely on or off public highways in inclement weather.

2.7. Working – On or adjacent to steep slopes.

Method statement: Contractor to detail method of working on or adjacent to steep slopes, including types of machinery used.

2.8. Working – On or adjacent to soft, wet, or unstable ground.

Method statement: Contractor to detail method of working on or adjacent to soft, wet, or unstable ground including the type of machinery to be used and the preventative measures to be undertaken.

2.9. Construction – Techniques

Method statement: Contractor to detail method of ensuring that risks of injury are effectively minimised during of the implementation of the Contract. One method statement should be supplied per technique.

2.10. Construction – Manual / handwork

Method statement: Contractor to detail method of ensuring that risks of injury are effectively minimised during of the implementation of the Contract.

2.11. Construction – Mechanised / machine work

Method statement: Contractor to detail method of ensuring that risks of injury are effectively minimised during of the implementation of the Contract.

2.12. Use of Helicopters and airlifting operations – Lift Site safety and management

Method statement: Contractor to detail method statement for the operation and management of the area to be used as a lift site. Method statement should measures to protect people and infrastructure at or adjacent to the lift site. Passage of third parties through the lift site area. Signage and warning notices.

2.13. Use of Helicopters and airlifting operations – flight and flight line safety

Method statement: Contractor to detail method statement for the transport of materials by underslung load from the lift site to the drop site. Measures taken to protect people and infrastructure.

2.14. Use of Helicopters and airlifting operations – Pathwork Site safety and management

Method statement: Contractor to detail method statement for the operation and management of the area to be used as a drop site. Method statement should include hooking on and setting down of loads, emergency take off and landing area. Passage of third parties through the lift site area - Two banksmen should be deployed to guide members of the public through the working area, and to ensure that all machine work is halted during such time. Signage and warning notices.

3. Potential hazards to: Water catchments areas; Common Grazing Land; Ecologically sensitive areas and SSSI's.

Pollution Control – watercourses, surface water and other water bodies (open watercourses, ditches, streams, rivers, canals, reservoirs, ponds, lakes, and all other water bodies)

Method Statement: Contractor to detail method of refuelling vehicles and plant, storing in a compound or removing from site overnight to ensure that they cannot be tampered with, vandalised or moved by unauthorised personnel.

3.1. Pollution Control – re-fueling

Method Statement: Contractor to detail method of refuelling vehicles and plant, storing in a compound or removing from site overnight to ensure that they cannot be tampered with, vandalised or moved by unauthorised personnel.

3.2. Environmental damage, damage to adjacent land or structures.

Method statement: Contractor to detail method of ensuring that no environmental damage occurs, or that adjacent land, and structures are not damaged as a result of the implementation of the Contract.

3.3. Potential damage to Infrastructure.

Method Statement; the Contractor is to detail the methods and steps by which potential damage to property and infrastructure is to be avoided.