



**Staffordshire
Wildlife Trust**



European Union
European Regional
Development Fund



13 September 2019

Dear Contractor,

**Re: Control of Japanese Knotweed on 6 sites,
Stoke-on-Trent & Newcastle-under-Lyme, Staffordshire**

In the course of delivering the SUNRISE project, an 'Urban Greenspace' restoration and enhancement project funded by the ERDF, Staffordshire Wildlife Trust (SWT) is seeking quotes for the following works and invites you to provide a quote for our consideration.

Please provide with your quote:

- 1) method statements detailing how the work requirements described below would be addressed,
- 2) risk assessments covering the operation to be undertaken and an example of site specific risk assessments taking into account the urban location and proximity of water courses,
- 3) a proposed work schedule (see additional information under 'Delivery Period' below).

Description:	<p>One of the SUNRISE Project objectives is the control of Invasive Species, with Japanese Knotweed (<i>Fallopia japonica</i>) and Himalayan Balsam (<i>Impatiens glandulifera</i>) being the species of primary concern. A detailed survey of the project sites has identified Japanese Knotweed as being present on 7 of the project sites. Only 4 will be treated under this contract because of overlaps with local authority or other land owner treatment programmes (see works location section and maps in appendices for additional information).</p> <p>Quotes are sought for a contractor to undertake control of Japanese Knotweed on the listed sites to include:</p> <ol style="list-style-type: none"> 1) Stem injection of all identified Knotweed before end October 2019 2) Follow up survey / assessment of regrowth from all treated stands in spring / summer 2020 to enable, 3) Follow up treatment of all re-growth from treated stands during the effective control season 2020. <p>SWT request that provided quotes be itemised by site, and work season.</p> <p><i>(Quotes for a separate contract to undertake Himalayan Balsam control will be requested early in 2020 – please indicate in your response whether you wish to be informed when that opportunity is published).</i></p>
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<p>Work Locations:</p>	<p>The SUNRISE Project area covers the urban areas of Stoke-on-Trent and Newcastle-under-Lyme. The 4 sites requiring treatment under this contract are spread across this area, 2 within Newcastle-under-Lyme boundaries and the remaining 2 in Stoke-on-Trent City boundaries.</p> <p>See Appendix 1 for a site list with approx. nearest postcodes and grid references. An overview map has also been provided as Appendix 2 to show the site locations in context to each other. Individual maps of each site are also included in the appendices. Please note that while the maps, taken from the full invasive species report, indicate the presence of a range of invasive species, for the purposes of this contract, only the presence of Japanese Knotweed is relevant.</p> <p>All sites are urban or urban fringe green space areas; several are public parks. Most have public access of some description, primarily as footpaths. Some areas where Knotweed is to be treated are not served by those access routes, while others are in close proximity to public rights of way.</p> <p>All sites incorporate a water course, ranging in size from a small stream up to the river Trent. In some places the water courses are canalised or deeply incised with steep banks. On some of the sites the conditions require some or all of the treatment to be undertaken from the water course itself.</p> <p>As a result of the urban location, some of the sites contain potential hazards commonly encountered in urban environments, including but not limited to derelict infrastructure, fly tipping, large quantities of litter and the aftermath of anti-social behaviour (i.e. damaged fences / boundaries, broken glass).</p> <p>Contractors should demonstrate through the risk assessments and method statements (RAMS) provided with the submitted quote that these hazards will be taken into account where present, and mitigated against.</p>
<p>Permission and Consent:</p>	<p>Most sites are owned by the respective local authority, but a few sites are either entirely or partially owned by private individuals (noted in Work Summary, Appendix 1). All land owners are aware of the proposed operation and have given provisional consent for the treatment to proceed. Once a contractor has been appointed SWT will confirm specific work dates with all landowners to confirm there are no restrictions on delivery timing.</p>

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	Due to the proximity of treatment activity to water courses, an Environment Agency permit for the application of pesticide near water will be required. This application requires the contractor to provide information regarding their qualifications for undertaking this work. This information will be requested from the successful contractor when they are notified of their successful bid to allow the permit to be submitted and approved in a timely manner and allow the works to proceed.
Quantity:	<p>The total area of Japanese Knotweed to be treated has been surveyed as 2,555m².</p> <p>Since this survey an additional stand of Japanese Knotweed has been identified which has been estimated at 150m². The total is therefore 2,705m².</p> <p>Abundance on each site varies widely, see Appendix 1 for more information on the specific quantities for each site.</p>
Delivery Period:	<p>SWT recognises that this control operation is being requested late in the typical control season.</p> <p>The receipt of the EA permit for pesticide application near a water course will most likely dictate the earliest possible start date – this application will be made as soon as the contract is awarded and the required information has been provided by the successful contractor.</p> <p>It is understood that an accurate work schedule cannot be provided without a confirmed start date. The trust requests that an anticipated work schedule be provided for works in 2019 based on permits being granted in time for works to commence on Monday 7th October to allow a fair comparison of submitted schedules.</p> <p>Schedules for follow up work in 2020 should be indicative and will be confirmed nearer the time with the successful contractor.</p> <p>Given the large gap between the work phases, SWT expects the successful contractor to invoice for the work in parts. Please provide the cost breakdown by site and work season to facilitate this.</p>
Other Requirements:	As noted under 'Consent' above, contractors must hold relevant qualifications enabling them to undertake pesticide application activity in close proximity to a water course.

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	<p>Contractors must be able to demonstrate that they hold appropriate insurance including:</p> <ul style="list-style-type: none"> - Public Liability insurance - Employers Liability insurance (where required) <p>Contractors will be required to employ appropriate biosecurity practices when working in water courses. Details of the proposed biosecurity methods should be provided as part of the submitted RAMS.</p> <p>SWT's standard terms and conditions have been included as Appendix 7. Submission of a quote will be considered as confirmation that the contractor agrees to abide by these terms and conditions if awarded the contract.</p> <p>If the use of sub-contractors is proposed, please indicate clearly in the quote details. All sub-contractors will be required to abide by the terms and conditions of the contract with the primary or principle contractor.</p>
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Quote Evaluation Priority:	1. Experience / competence of completing similar works 2. Ability to deliver required work within the required timescales 3. Cost
<i>If any element of the requested services is to be deemed of higher priority in evaluating the quotes received it will be indicated here. If no priority is listed it should be assumed that cost is the primary consideration.</i>	

Please note that this request to provide a quote does not constitute a guarantee that the work will be offered. Staffordshire Wildlife Trust will inform all quote providers of the status of their quote once the received quotes have been evaluated. The Trust reserves the right to appoint multiple suppliers / contractors selected from those who supply a response to this invitation, or none at all, as required by the circumstances of the project.

The Trust reserves the right to appoint suppliers based on a range of relevant criteria including but not limited to the contractor's experience and ability to deliver the specific requirements of the works, the delivery timescales, internal and project-level procurement policies and cost.

Acceptance of any provided quote will be communicated to the successful contractor and confirmation of the instruction to deliver the works requested will be confirmed by purchase order. Proof of appropriate insurance and qualifications will be sought from the successful contractor before works begin.

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Thank you for taking the time to consider this request. If you have any questions, please get in touch using the contact details below.

Kind Regards,

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Appendix 1: Work Sites Summary

Japanese Knotweed Control, ERDF SUNRISE Project

Site Name	Nearest Postcode	Site Grid Reference	Knotweed Quantity (m ²)	Description	Site Ownership	Site Map
Bunny Hill, Newcastle-under-Lyme	ST5 3SF	SJ 843430	5	One small, recently established stand just on the stream bank next the Westcliffe Avenue.	N-u-L Borough Council	Appendix 3
Lyme Valley Park, Newcastle-under-Lyme	ST5 3BU	SJ 855449	1,300	Several large stands on the right hand bank running north from Clayton Lane. Additionally scattered small stands throughout, with some evidence of treatment near the playground.	N-u-L Borough Council	Appendix 4a & 4b
Trent Mill, Stoke-on-Trent	ST1 3HJ	SJ 893468	950	Several medium to large stands, with additional scattered small stands and plants running from the start of the survey area at Victoria Road to the small bridge at Trentmill Road. An additional patch was found next to the industrial estate off Bucknall Road.	S-o-T City Council	Appendix 5
Cromer Road, Stoke-on-Trent	ST1 6AN	SJ 900482	(approx.) 150	Large stand behind the houses/garages on Leek Road.	S-o-T City Council	Appendix 6
			300	A further stand was identified on the opposite bank of the river since the survey took place, quantity stated is an estimate based on viewing from a distance.	Private Landowner (See NB)	
		Total		2,705 m ²		

NB: Cromer Road, Privately Owned Land

Early in the project provisional permission was sought and received from the Private Landowner to undertake surveys and invasive species control on this land. Since this permission was received the contact details for the land owner have changed and as yet the trust has not been able to re-establish contact to confirm that permission and the delivery period. The trust will continue to attempt to get in in touch, but if no contact can be achieved this portion may have to be dropped from the contract.

Staffordshire Wildlife Trust

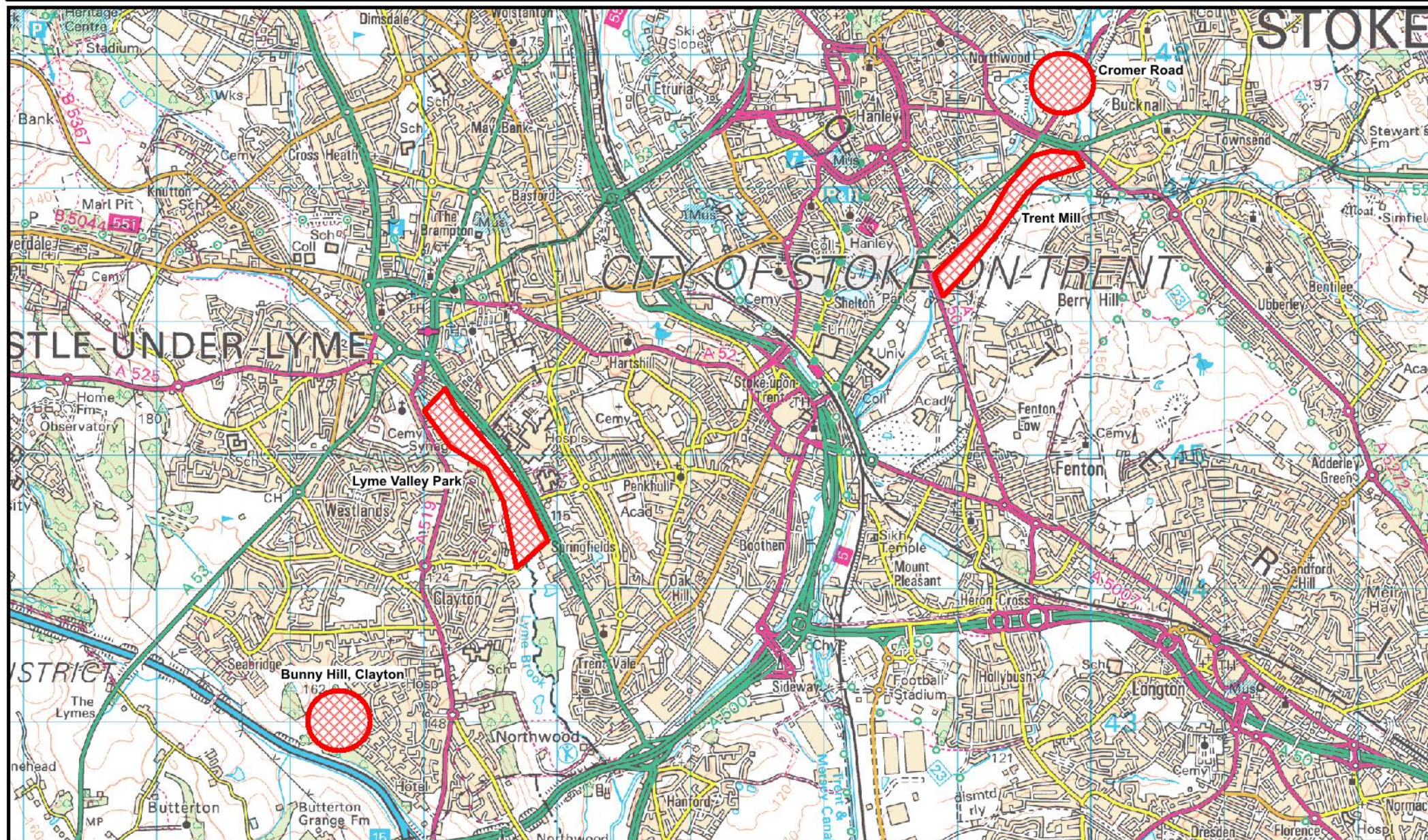
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Appendix 2: Overview Map Japanese Knotweed Control SUNRISE Project



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**Appendix 3:
Bunny Hill Site Map**

Works access via Wye Road Community
Centre, ST5 4AZ

Legend

- Ground Elder
- Himalayan balsam
- Japanese knotweed
- Japanese Rose
- Laurel
- Rhododendron






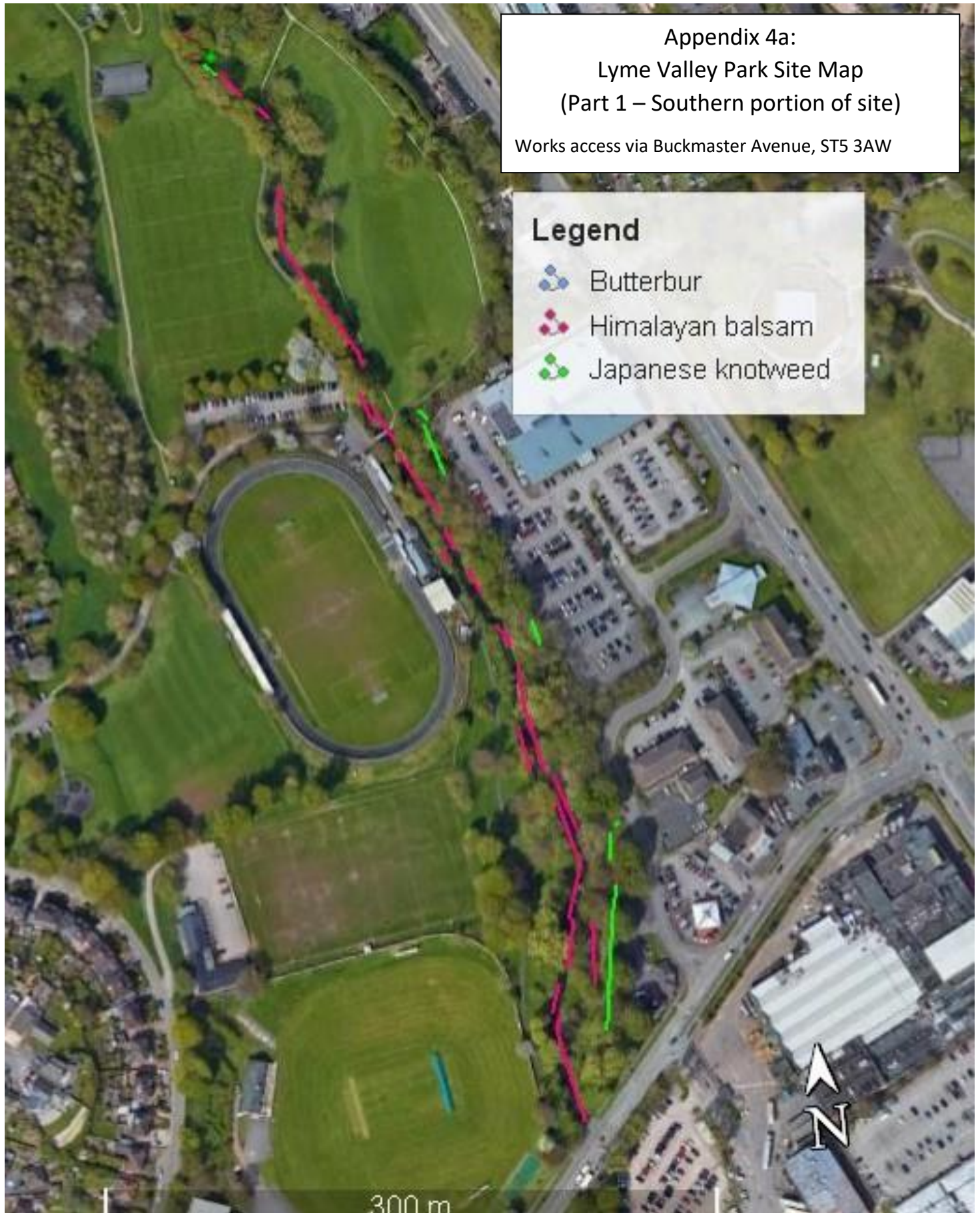


Appendix 4a:
Lyme Valley Park Site Map
(Part 1 – Southern portion of site)

Works access via Buckmaster Avenue, ST5 3AW

Legend




-  Butterbur
-  Himalayan balsam
-  Japanese knotweed





Appendix 4b:
Lyme Valley Park Site Map
(Part 2 – Northern portion of site)

Legend

-  Butterbur
-  Himalayan balsam
-  Japanese knotweed

Works access via
Buckmaster Avenue, ST5
3AW, as Appendix 4a.

Alternatively, via Lyme
Valley Road, ST5 3TF





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Appendix 5:
Trentmill Site Map

Works access via Trentmill Road, ST1 3NH.

Legend

-  Buddleia
-  Butterbur
-  Cotoneaster
-  Himalayan balsam
-  Japanese knotweed
-  Laurel
-  Rhododendron

Google Earth

© 2018 Google

600 m









Appendix 6: Cromer Road Site Map

For Works east of river, Works access via Private access off Leek Road, ST1 6AP

For Works west of river, Works access via Cromer Road, ST1 6QN

Legend

-  Butterbur
-  Himalayan balsam
-  Japanese knotweed
-  Rhododendron

Areas identified
following the survey
report, as noted in
Appendix 1.

This area has been excluded
from this contract due to an
existing control contract.

300 m





APPENDIX 7: Standard Contract Terms and Conditions Staffordshire Wildlife Trust

Nominated Officer

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

Contractors Obligation

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

Communication

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

Employer Instructions

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

Sub-contracting

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

Environmental Provisions

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



Health and Safety

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

Insurance/Liability

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

Termination

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

Confidentiality

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

Completion period

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

Payment

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