

Staffordshire Wildlife Trust

Works Contract

Contract Date:

Specification and contract for:

Repairs & reconstruction to dry stone bridge in Cotton Dell Nature Reserve

Between Staffordshire Wildlife Trust

(Company number 00959609) The Wolseley Centre, Wolseley
Bridge, Stafford, ST17 0WT

Signed by _____ Date: ____ / ____ / __2024__

Print Name ____Jeff Sim____ Head of Nature Reserves

(Nominated Officer for Staffordshire Wildlife Trust)

Signed by _____ Date: ____ / ____ / __2024__

Print Name _____ Position:

(Staffordshire Wildlife Trust)

and [NAME.] [Company Registration: 00000000]

Address:

Signed by _____ Date: ____ / ____ / __2024__

Print Name _____ Position:

(Works Contractor)



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Contract Details

Repairs & reconstruction to dry stone bridge in Cotton Dell Nature Reserve

1. Contract Parties

- a. This contract is agreed between:
 - i. Staffordshire Wildlife Trust – (SWT) as Client, and
 - ii. **COMPANY NAME** as Contractor).

2. Summary of Work

This contract is for repairs to an unlisted historic dry stone bridge and culverts in Cotton Dell.

Please see enclosed documents from GCA Consulting for elevations and more information on required works. Please note that much of the works in the GCA plans, tree works and vegetation clearance have now been carried out and it is only the works detailed below which are to be included in this contract.

- 1) Quotes to include all preliminary, access provisions, scaffolding, plant and machinery costs.
- 2) Repairs & reconstruction of N/W section of Elevation-1
 - Take down N/W section of displaced walling & retain stones, record existing stone locations for precise reconstruction placement (number & photograph), excavate adjacent bank & road / track edging to stable ground
 - Excavate tree stump & roots
 - Prepare historic foundation
 - Rebuild wall including packing & through / tie stones. Additional stones may be reclaimed from river bed & adjacent bank
 - Rebuild castellated copings,
 - Backfill rear of wall with clean drainage stone,
 - Lay compacted Type-1 hardcore footing parallel to road / track
 - Install stone filled gabion retaining walls including anchor rods & connecting ties (stone reclaimed from site),
 - Make good adjacent grounds & road / track surface (including 1no tonnes of gravel finish laid & compacted),
- 3) Elevations 2, 5, 7, 8:
 - All gaps in stonework to be infilled and tightly packed as required (all facing and soffit stones identified on GCA drawing SK03),



Stone reclaimed from location,

- 4) Elevations 3, 4 & 6 require no works.

Detailed Construction Phase and full set of RAMS to be provided once supplier is awarded contract.
This file will also include company insurances and site operative qualifications.

3. Work Period

- a. The excavations must be completed between 15th June 2024 and 8th January 2025 when our grant funding window ends. It may be possible to negotiate a funding extension if this delivery window with the grant provider.
- b. These works are to be completed when ground conditions permit i.e. when ground conditions are not saturated or overly wet to avoid unnecessary damage to the existing habitats.
- c. It is understood that in circumstances outside of the control of the Contractor e.g. weather conditions, water levels, etc., the works may be delayed. In these circumstances the required completion dates would be subject to agreement between the Contractor and SWT.
- d. The nominated officer of SWT should be informed promptly in writing of any delay to the work programme.

4. Agreed Price

- a. The total price for the works is to be £XXXX
 - i. This price is exclusive of VAT.
- b. Breakdown of price:
 - i. As proposed in the Contractor's Quote Ref: [XXXX 2024] and
 - ii. As described in SWT Purchase Order Ref: [0000].
- c. To be invoiced promptly upon completion of the works which is defined as satisfactory sign off by the Contractor & Client.:

5. Detailed Specification

- a. The details of the required services are outlined in the tender request email issued by SWT on [XXXX] June 2024].
- b. The methods and outputs to be followed are as proposed In the Contractor's Quote Ref: [XXXX] and
- c. sent to SWT on DATE.
- d. c. The documents described above form part of this contract.

6. Communication and Meetings

- a. Meeting(s) to be held if needed as agreed between the two parties for the length of the contract.
- b. SWT's nominated officer to be kept informed of work progress, delays or issues throughout works period by the Contractor.

7. Nominated Officer

- a. The nominated officer for this contract for SWT is Jeff Sim – for contact information see Appendix 1.
- b. In the absence of the above named officer or in an emergency if unable to contact the officer, call the SWT switchboard on 01889 880100 and ask for:
 - i. Lucy O'Toole

8. Land Ownership, Access and Permissions

- a. SWT is the land owner will provide access permission
- b. The bridge is the only vehicular means of access to a dwelling in the middle of the SWT landholding, therefore access is to be maintained at all times over the bridge.
- c. Prior to the commencement of works RAMS, method statements, and insurances must be shared with



Staffordshire Wildlife Trust.

9. Standard Contract Terms and Conditions

The standard contract terms and conditions annexed hereto shall apply to this contract.

10. Entire Agreement

This contract and the documents referred to and/or annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

11. Notices

- a. Any notice given under or in connection with this contract shall be :
 - i. in writing and for the purposes of this clause an email is in writing; and
 - ii. given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business.
 - iii. (if applicable) incorporate the standard template (provided in Appendix 2)
- b. If a notice complies with the criteria in clause a, it shall be deemed to have been received:
 - i. if delivered by hand, at the time the notice is left at the proper address;
 - ii. if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting
 - iii. if emailed, at acknowledgement of receipt by reply or by read notification;

12. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).

13. Governing Law

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.



Staffordshire Wildlife Trust

Standard Contract Terms and Conditions

Nominated Officer

- a) The rights, obligations and powers conferred on the Trust under this Contract shall be exercised by the Nominated Officer.
- b) SWT (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.

Contractor's 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) Biosecurity protocols to avoid the spread of non-native plant and animal species, and associated diseases, will be adhered to through best practice agreed with the Nominated Officer via the scheme delivery Method Statement and Risk Assessment (see below).
- d) Sites must be left clean and tidy at all times.
- e) 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.
- f) 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



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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.

- a) 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.
- b) 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.
- c) 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).
- d) 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).
- e) 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 Trust's 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 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.
- c) A person who is not a party to this contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act

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 save where in the reasonable opinion of SWT the works have not been completed in which case SWT shall as soon as reasonably practicable provide to the Contractor details of the outstanding matters or remedial works required to be completed and the contractor shall complete such works as soon as reasonably practicable and provide SWT with a further written statement, such process to be repeated until the works are completed to the reasonable satisfaction of SWT

Payment

- a) The Trust shall pay the contractor the agreed amount stated in the contractor's statement approved by SWT under a above within 28 days of the date of such approved statement.



Appendix 1

Nominated Officer(s) Contact Details:

SWT (Primary Contact)

Name: Jeff Sim
Position: Head of Nature Reserves
Email: j.sim@staffs-wildlife.org.uk
Office: 01889 880100
Mobile: 07968 373957

SWT (Secondary Contact)

Name: Lucy O'Toole
Position: Senior Reserves Officer
Email: l.otoole@staffs-wildlife.org.uk
Office: 01889 880100
Mobile: 07854 524746

The Contractor (Primary Contact)

Name:
Position:
Email:
Mobile:

The Contractor (Secondary Contact)

Name:
Position:
Email:
Mobile:



Appendix 2

Change request form template

Project Name	Name of project		
Requested by	Name of requester		
Request Number	Request number	Date	Date request raised
Change Description	Description of the change		
Change Reason	Give the justification for the change		
Impact of Change	Specify the impact of the change in terms of cost impact, budget impact, schedule impact, and impact on other projects		
Proposed Action	What action is proposed and why		
Status	Approved	Rejected	In review
Approval Date	The date the change was approved or rejected		
Approved By	Who approved the change (must be a nominated officer)		
Signed	Signature		