



# **Moors for the Future Partnership Invitation to Tender**

## **MFF I I 9 2020-21 Capital Works at Ovenden Moor**

**Tender Return Date 5pm Wednesday 25<sup>th</sup> November**

Delivery of capital works on Ovenden Moor including arrangement of the supply and transportation of materials, between **4 January 2021** and **31 March 2021**.

**Tenderers must attend a compulsory site visit before tendering.**

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## Section I: Contract Objectives, Detailed Specification and Conditions

### Part A

#### Contract Objectives

1. The objective of this Contract is to deliver a suite of Works on Ovenden Moor in the South Pennines SAC. The aim of this Work is to stabilise and revegetate bare peat, restore hydrology, and increase biodiversity on the Site.
2. Tenderers must attend a compulsory site visit on 10<sup>th</sup>, 11<sup>th</sup> or 12<sup>th</sup> of November 2020 with the Authority's Nominated Officer. Please contact Katy Thorpe to arrange a visit.
3. The Works comprise the following tasks:
  - 3.1. Supply and delivery of Materials required to complete the Works, unless otherwise stated.
  - 3.2. Appropriate storage of Materials, as necessary.
  - 3.3. Forwarding of Materials and Equipment required to complete the Works to and within Works Site (Part B2).
  - 3.4. Installation of Stone Dams into gullies (Part B4).
  - 3.5. Installation of Peat Dams into gullies (Part B5).
  - 3.6. Installation of Peat Bunding (Part B6).
  - 3.7. Re-profiling of hags and gully sides (Part B5).
  - 3.8. Installation of Heather Bales into gullies and peat pans (Part B7).
  - 3.9. Spreading of Heather Brash on bare peat (Part B8).
  - 3.10. Spreading of Lime, Seed, and Fertiliser (Part B8).
  - 3.11. Cutting of vegetation (Part B9).
  - 3.12. Planting of Sphagnum Plug plants (Part B10).
  - 3.13. Application of Dwarf Shrub seed (Part B8).
  - 3.14. Creation of fire breaks using bunds, cutting and sphagnum planting Part B11)
  - 3.15. Removal of Waste Materials from Site.

**Table I** shows the Works quantities required.

Treatment Totals	Total	Unit
Heather Brash	692	Bags
Lime, Seed and Fertiliser	10	Hectares
Dwarf Shrub seeding only	27	Hectares
Gully Blocking - Heather Bale	373	Bales
Gully Blocking - Stone	112	Dams
Gully Blocking - Peat Dams	99	Dams
Hagg Reprofiling	888	Metres
Firebreak 1 – cut and plant sphagnum	2	Hectares
Firebreak 2 – bund, cut and plant sphagnum	2	Hectares
Heather cutting - selected blocks	Up to 5	Hectares
Sphagnum Planting	201	Hectares

4. The Contract has the following sub-objectives:
  - 4.1. 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 £5,000,000 (five million pounds) or £10,000,000 (ten million pounds) in the event of any Airlifting Works.
  - 4.2. Each of the Works tasks will have its own timings and deadlines which must be adhered to.
  - 4.3. Clear communication with the Authority prior to and during the course of the Works, including but not limited to; Work Programmes, Works delivery, Waste Materials and Site access.
  - 4.4. Provision of a GPS record of completed Works.
5. Tenderers are requested to provide rates in the Itemised Costs (provided as a separate spread sheet) for all aspects of the Works. Tenderers must also complete the Form of Tender.
6. All Tenders must be returned by the **Tender Return Date** and **by email** in accordance with Section 2.
7. The Supply and Delivery of Seed is the subject of a separate contract.

## **Part B**

### **B1: Works Specification: General**

#### **1. Project delivery**

- 1.1. Works Commencement Date: 4 January 2021
- 1.2. Target Completion Dates: 31 March 2021
- 1.3. All Works to be carried out at the direction of the Nominated Officer to coincide with other carefully timed contracts.
- 1.4. The Contractor is required to submit for approval a Method Statement and Programme of Works. These will include but not be limited to:
  - 1.4.1. Equipment to be used.
  - 1.4.2. Staffing.
  - 1.4.3. Methods of completing each Works task.
  - 1.4.4. Timings and order of Works.
  - 1.4.5. Risk Assessments (please refer to Appendix 6).
- 1.5. The Programme of Works will be confirmed with the successful Tenderer at the pre-contract Meeting.

#### **2. Works Site details**

##### **2.1. Ovenden Moor**

- 2.1.1. Works locations are given in Location Maps at Appendix 2
- 2.1.2. The Works Site is situated in Calderdale District and close to Halifax (see Location Map 1).
- 2.1.3. The Works Site is home to a wind farm consisting of nine 370 foot turbines.
- 2.1.4. There is good access to the site via the wind farm access roads, turning circles and hard standing may be used for the temporary storage of materials.

- 2.1.5. Due to the proximity of the wind turbines, airlifting using helicopters could be difficult. Contractors should consult helicopter companies before quoting for works.
- 2.1.6. Access tracks must remain clear at all times for access to wind farm infrastructure.
- 2.1.7. The Work Site is in an area which attracts anti-social behaviour. Materials, equipment and machinery should not be left unattended in close proximity or in full view of the road. Site security should be considered as part of the tender.
- 2.1.8. Storage of machinery can be arranged at a neighbouring farm approximately 2 miles away.
- 2.1.9. All vehicle access points are gated and the Contractor will be given the combination lock code.
- 2.1.10. Livestock graze on the Works Site. All access points the Contractor passes through must be closed and secured when not in use.
- 2.1.11. Heather brash cutting is available on site.
- 2.1.12. Low ground pressure vehicles may be used to transport materials around the site.
- 2.1.13. Works locations are indicated in Location Map 2.

### **3. Movement and use of Machinery**

- 3.1. Contractors are responsible for the tracking of all Machinery and Equipment to the Works Site.
- 3.2. See Locations Maps for tracking distances from roads to Works Site.
- 3.3. Machinery and Equipment movement on the Works Site 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.
- 3.4. The Contractor will provide a Method Statement with its Tender detailing its proposed method for tracking Machinery and Equipment to and from Site and the means for dealing with very wet, boggy ground when operating Machinery at the Works Site, with reference to the access points indicated above.
- 3.5. Contractors should expect to cross waterlogged areas, small gullies and stream channels to reach Works Site.
- 3.6. When transporting Machinery and Equipment to and from the Works Site, the Contractor shall minimise damage to the ground surface and adjacent features (walls, pastures etc.).
- 3.7. There should be no visible signs of the formation of informal tracks.
- 3.8. The Contractor is responsible for promptly rectifying all damage caused by access to the Works Site to the satisfaction of the Nominated Officer. Such damage is to be minimised by selecting appropriate Equipment, routes and timings.
- 3.9. If ground conditions deteriorate to the point where ground surface deterioration is occurring, the Contractor must immediately halt work and inform the Nominated Officer.
- 3.10. If in the opinion of the Nominated Officer ground conditions deteriorate to the point where significant damage is occurring, the Contractor must halt work.
- 3.11. All Machinery accessing the Works Site will be strictly low ground pressure vehicles, typically less than 4 psi. Bog mats may be required in the Works and the Contractor should consider this as part of their Method Statement/Tender.

- 3.12. Transporting of fuel to the Works Site may be undertaken by vehicle. All access routes for the transport of fuel for the excavator Machinery must be agreed with the Nominated Officer and detailed in the Method Statement.
- 3.13. Transporting of fuel must be kept to a minimum throughout the Works.
- 3.14. The Contractor shall ensure it has at all times on the Site spill kits for fuels and oils specified in its Method Statement, and shall immediately use the same in the event of such spillage in accordance with the manufacturer's instructions.

## **B2: Works Specification: Aerial Works (if required)**

### **4. Lift Site**

- 4.1. The Site is a wind farm and has nine 370ft foot wind turbines, therefore aerial works will be restricted around the turbines.
- 4.2. The Contractor must identify and organise permission to use an appropriate Lift Site if required.
- 4.3. The Nominated Officer may impose conditions on any Lift Site.

### **5. Airlifting of Materials**

- 5.1. Transport of Materials between Delivery/Lift Site and Works Site may be undertaken by aerial load lifting. This section covers the requirement for underslung load Works.
- 5.2. The Contractor will be responsible for identifying a safe method of aerially transporting all Loads from the Lift Site to the Works Site and supply all Airlifting Equipment required including but not limited to secondary hooks, extension strops, slings, and Load strops/ropes.
- 5.3. It is the Contractor's responsibility to ensure that any Airlifting Equipment used to Aerially Transport Loads is suitable and safe.
- 5.4. The Contractor will fasten and secure to the Loads all Airlifting equipment required to aerially transport the Loads between Sites.
- 5.5. The Materials may be required to be dropped in single or multiple Bags/units. The Contractor should account for this in choosing a lifting system (number of hooks, for example).
- 5.6. Materials may vary greatly in weight. The Contractor should account for this when selecting a machine for lifting capacity.
- 5.7. The Contractor may need to aerially load lift Materials around on a given Works Site.
- 5.8. The Contractor may need to aerially load lift Waste Materials from a given Works Site to a given Lift Site.
- 5.9. The Contractor will detail in their RAMS the means and methodology for Aerial Transport of the Materials and Marshalling of the Lift/Drop Site. This must detail any Equipment or Airlifting Equipment to be used, provide information on the safe working load or manufacturer's specification and include details on ground operations (including but not limited to marking out individual Drop locations).
- 5.10. Any Loads deemed by the Contractor or Nominated Officer not suitable for aerial transportation (on grounds of safety or otherwise) must not be aerially transported.
- 5.11. The Authority requires a GPS record of all individual loads delivered to a Works Site.
- 5.12. Every individual Drop must be recorded as accurately as possible. This information will be used to assist in confirming that Works are complete and in processing invoices, and is essential to the long-term records and monitoring carried out by the Authority of the Works.

## **B3: Works Specification: Supply and Delivery of Heather Bales and Heather Brash**

### **6. Material quantities**

- 6.1. See Table I for Material quantities.

### **7. Heather supply: sourcing of Donor Site**

- 7.1. Heather Brash and Bales are to be cut on site from the locations shown in Map 3.  
Further heather cutting (and no collection) will also be required, see section B10.

### **8. Supply and delivery of Heather Bales and Heather Brash**

- 8.1. Coordination of the supply and delivery of the Heather Brash and Heather Bales to the Work 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 quantities of Heather Brash and Heather Bales in order to ensure that it can carry out and complete the Works in accordance with the Programme of Works.
- 8.2. The Contractor shall notify the Nominated Officer on the Monday of each working week (or such other time as is required by the Nominated Officer) of:
- 8.2.1. The amount of Heather Brash and Heather Bales it shall procure delivery of;
  - 8.2.2. The Site to which such Material shall be delivered;
  - 8.2.3. The date(s) of delivery.

### **9. Heather Brash Specification**

Each bag of Heather Brash shall conform to the following requirements:

- 9.1. The Heather Brash shall be double chopped consisting of a fragment size of approximately 150-200mm.
- 9.2. The Heather Brash is to be supplied in new open top dumpy Bags.
- 9.3. Each Bag must be filled to full capacity.
  - 9.3.1. If Bags are deemed by the Nominated Officer (in its absolute opinion) not to be full they will be rejected or doubled up with other part empty Bags to be counted as a single Bag. The decision of the Nominated Officer shall be final.
- 9.4. Each Bag must only contain Heather Brash.
  - 9.4.1. Bags containing a proportion of foreign materials (e.g. soil, grass or other plant materials other than heather) as deemed inappropriate by the Nominated Officer shall be rejected. The decision of the Nominated Officer shall be final.
- 9.5. The Heather Brash must be produced to a suitable standard to withstand:
  - 9.5.1. potential multiple handling during the delivery process to the Delivery Site and/or Lift Site;
  - 9.5.2. preparation of Heather Brash for Aerial Works;
  - 9.5.3. transport of the Heather Brash to final point of use as underslung load beneath a helicopter;
  - 9.5.4. any other process reasonably associated with the use of Heather Brash.

### **10. Heather Bale Specification**

Each Heather Bale shall conform to the following requirements:

- 10.1. Small 'square' bales of dimensions 40 cm high x 45 cm wide and between 75 and 80 cm in length.
- 10.2. Baled to a density that gives a bale weight of between 20 and 40 kg when dry.
- 10.3. Securely tied with bailer twine.



- 10.4. Each Heather Bale must only contain Heather.
  - 10.4.1. Heather Bales containing a proportion of foreign materials (e.g. soil, grass or other plant materials other than heather) as deemed inappropriate by the Nominated Officer shall be rejected. The decision of the Nominated Officer shall be final.
- 10.5. The Heather Bales are not required to be seed rich, though must be fit for the purpose of Heather Bale Dam construction and in such condition in the opinion of the Nominated Officer that the Heather Bales are intact and securely fastened and baled dense enough to avoid a loose construction.
- 10.6. Be clearly suitable for Dam construction.
- 10.7. The Heather Bales must be produced to a suitable standard to withstand:
  - 10.7.1. multiple handling during the Delivery process to the Delivery Site and/or Lift Site;
  - 10.7.2. preparation of Heather Bales for Aerial Works;
  - 10.7.3. transport of the Heather Bales to final point of use as underslung load beneath a helicopter;
  - 10.7.4. any other process reasonably associated with the use of Heather Bales and Dam construction.

## **B4: Works Specification: Stone Dam installation**

### **I 1. Material quantities**

- 11.1. See Table I for Works quantities.

### **I 2. Supply and Delivery of Stone**

- 12.1. The gully blocking stone ("the Stone") shall conform to the following requirements:
  - 12.1.1. Clean millstone grit.
  - 12.1.2. Not less than 150 mm in any dimension and not greater than 250 mm in any dimension.
- 12.2. The Contractor must ensure that Stone delivered complies with these dimensions and shall immediately notify the Nominated Officer if there is a material deviation from these. The Contractor shall not accept any Stone that does not comply with the dimensions set out in this clause without the prior approval of the Nominated Officer.
- 12.3. Coordination of the delivery of Stone to the Delivery Site/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 quantities of Stone in order to carry out and complete the Works in accordance with the Programme of Works.
- 12.4. The Contractor shall notify the Nominated Officer on the Friday of each working week (or such other time as is required by the Nominated Officer) of:
  - 12.4.1. The amount of Stone it shall procure delivery of;
  - 12.4.2. The Site to which such Material shall be delivered;
  - 12.4.3. The date(s) of delivery.

### **I 3. General Stone Dam Construction**

- 13.1. Dam construction should start as near to the top of identified gully systems and continue downstream.
- 13.2. 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.

#### **14. Locations for Stone Dam Construction**

- 14.1. Stone Dam locations are indicated on the Location Maps as individual Dams or Gully Systems into which Stone Dams should be installed.
- 14.2. Locations of Gully Systems for Dam construction will be provided to the Contractor at the pre Contract meeting.
- 14.3. Any Exclusion Areas will be shown on Location Maps and more particularly identified by the Nominated Officer on the Works Site.

#### **15. Construction of Stone Dams (see Figure 1)**

- 15.1. 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.
- 15.2. Dependent on the size and nature of the gully more than one Dam Unit may be required to complete the Dam.
- 15.3. Dams are to span the full width of the gully.
- 15.4. Dams must be no taller than 1m in height for safety reasons.
- 15.5. 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.
- 15.6. 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.
- 15.7. There will be some hand movement of Stone required by the Contractor after the Dam Unit has been dropped into place to ensure that the Dam conforms to the Specification as set out above.
- 15.8. 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.
- 15.9. 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.

### **B5: Works Specification: Re-profiling and Peat Dam installation**

#### **16. Works quantities**

- 16.1. See Table 1 for Works quantities for re-profiling and peat dams.

#### **17. Locations for Peat Dam Construction and Re-profiling**

- 17.1. Peat Dam locations are indicated on the Location Maps as individual Dams or Gully Systems into which Timber Dams should be installed.
- 17.2. Re-profiling locations are indicated on the Location Maps as points, each with an associated quantity of Re-profiling in metres attached to it.
- 17.3. Locations for Dam construction and Re-profiling will be provided to the Contractor at the pre Contract meeting.
- 17.4. Any Exclusion Areas will be shown on Location Maps and more particularly identified by the Nominated Officer on the Works Site.

#### **18. Construction of Peat Dams and Re-profiling on the Works Site**

- 18.1. The Contractor must construct Peat Dams in the gully systems identified in accordance with the Specification. The Nominated Officer may give guidance on the location of the Peat Dams, but their precise location is the Contractor's responsibility.
- 18.2. Locations and quantities of sections of Re-profiling will be provided to the Contractor in GIS format at the pre-contract meeting.
- 18.3. There may be some areas or gullies within the Works Site that will be left free from any type of Works ("Exclusion Areas"). These will be identified to the Contractor by the Nominated Officer on or before the Works Commencement Date and the Contractor must not carry out any Works in these areas.
- 18.4. The Contractor must have GPS systems on its excavators and machinery capable of displaying the GIS information provided by the Authority.
- 18.5. The Contractor and its staff must be able to use the GPS systems to navigate the Works Site and undertake construction of Peat Dams and Re-profiling to the GIS specification provided by the Authority.
- 18.6. A low ground pressure excavator is essential for Peat Dam construction. It is anticipated that this will be a lightweight machine of approximately 4 to 7 tonnes with wide ("bog") tracks. However, the exact specification and capability of Equipment and machinery suitable for the Works shall be the responsibility of the Contractor. All such Equipment and machinery shall have the prior approval of the Nominated officer.
- 18.7. The Contractor shall ensure that suitably experienced machine operators will at all times be used to complete the Works.
- 18.8. Turves lifted by the turning and movement of tracked and/or wheeled machinery must be replaced and distributed to cover the damaged area.
- 18.9. Ruts and track lines that are likely to result in erosion should be blocked or filled in. Works to rectify these should be agreed by the Nominated Officer prior to being undertaken.
- 18.10. The Works Site must be returned to as close to pre-Works condition as possible as soon as practicable after the completion of the Works and to the satisfaction of the Nominated Officer.
- 18.11. Any Equipment and machinery bogged down must be removed at the earliest opportunity at the Contractor's expense and any damage caused is to be promptly rectified to the Nominated Officer's satisfaction.

## **19. Provision of GPS record**

- 19.1. The location of each Peat Dam constructed and each section of Re-profiling completed must be recorded with a GPS unit and the GIS information must be promptly passed to the Nominated Officer. The GIS information required is listed below:
  - 19.1.1. A MapInfo TAB file or GPX file that includes the OS coordinates of all constructed Peat Dams and the date they were constructed.
  - 19.1.2. A MapInfo TAB file or GPX file that includes tracks or OS coordinates of all the completed Re-profiling sections and the date they were completed.

## **20. Specification of machine-built Peat Dams**

- 20.1. Functioning and fully vegetated Peat Dams of good construction will be built in strategically-appropriate locations within grip and gully systems. These will have a natural finish and a high degree of integration with the surrounding habitats.
- 20.2. For general Peat Dam placement, avoid cracked or eroded peat banks.
- 20.3. Peat Dam construction should start as near to the top of the system as is reasonably practicable and progress downstream.

- 20.4. Average Peat Dam spacing shall be approximately every 7-8 metres, but will be adjusted according to the angle of slope in the individual gully or grip (see Fig. 2).
- 20.5. Peat Dams may be used where the gully width is no more than 4 metres, or the gully depth is no more than 1 metre.
- 20.6. A pre-requisite for Peat Dams is that there is sufficient depth of peat on the Works Site where the gully is situated to provide material to construct the dam. In all cases, Peat Dams should be used only where there is a base layer of peat at least 1 metre deep for the peat turves to bind to.
- 20.7. The peat to be used must be well-humified so that it is sufficiently impermeable. Peat must be removed within the near vicinity of the Peat Dam, either from within the ditch itself or nearby either side.
- 20.8. Although the Nominated officer may give guidance on the construction of the Peat Dams, the Contractor remains responsible for the standard of construction.
- 20.9. The construction of Peat Dams should broadly follow the construction process below, though alternative methods proposed by the Contractor will be considered:
  - 20.9.1. The excavator strips out the vegetation from the bottom of the gully at the chosen Peat Dam location, to a distance of approximately 2 metres upstream from the block location. The excavator ensures the root zone is left intact in the turves that are removed, and lays the turves to one side ready to be replaced onto the finished Peat Dam or over the borrow pit.
  - 20.9.2. The excavator digs into the sides of the gully parallel with the intended line of the Peat Dam wall. The resulting ditches should cut at least 0.6 metres into the gully sides and 0.2 metres below the original depth of the gully (see Fig. 3). This is done to ensure the Peat Dam will be fully keyed-in to the landscape and thereby prevent erosion at the gully edges.
  - 20.9.3. In the planned location of the Peat Dam wall, the excavator scoops out plugs of peat from the bottom of the gully. These are inverted and placed back into the holes from which they were removed. This is done across the entire width of the gully.
  - 20.9.4. The plugs are tamped down using the heel of the excavator bucket to make a water tight seal.
  - 20.9.5. Additional plugs of peat are dug from a borrow pit located on the bog surface to the side of the gully. These plugs are used to build the Peat Dam. Peat Dams should be constructed up to two metres deep (front to back), where required, in order to ensure its structural integrity. The whole Peat Dam is then firmed down using the excavator bucket to make a watertight seal.
  - 20.9.6. The top of the Peat Dams must be sufficiently higher than the surrounding ground level (where possible and allowing for settlement of the peat) to allow water to overflow laterally away from the Peat Dam to soak into the bog surface (see Figs. 4 and 5).
  - 20.9.7. The top and downslope face of the Peat Dam is re-vegetated using turves from the gully bottom or borrow pit in order to prevent oxidation and erosion of the peat (see Fig. 5).

## **21. Specification for Re-profiling in gully systems**

- 21.1. Re-profiling should be undertaken in gully systems where the gully sides have exposed bare peat and:
  - 21.1.1. Are steep due to erosion, or;
  - 21.1.2. Are undercut with overhanging vegetation.

- 21.2.Re-profiling can be undertaken using hand tools or low ground-pressure excavator.
- 21.3.Re-profiling of gully or hag sides should follow the process below (see also Fig. 10).
  - 21.3.1. Vegetation situated on the top of the hag (and any overhanging vegetation) should be peeled back far enough to expose enough peat to allow the gully side to be Re-profiled to a sloping bank. The root structure of the resulting turf should remain intact in order to increase the survival rate of the vegetation.
  - 21.3.2. The exposed bare peat that forms the sides of the gully is then Re-profiled to create a 30-45 degree sloping bank that will support vegetation growth.
  - 21.3.3. The vegetation turf that was previously removed from the top of the gully (or the overhanging vegetation) is placed over the re-profiled slope and firmed down.
  - 21.3.4. Where Re-profiling Works result in excess peat, that peat must be translocated in a manner and to a location agreed with the Nominated Officer.

## **B6: Works Specification: Shallow Surface Peat Bund Specification**

### **22. Works quantities**

- 22.1.See Table 1 for Works quantities.

The specification below focuses on shallow peat bunds that are situated on the surface of blanket bog away from fluvial systems, and on areas of deep peat to maximise the use of borrow pits. The shallow peat bunds should be installed on slopes between 1 – 5 degrees to slow the flow of overland water reducing the risk of flooding down stream, and creating temporary surface water pools within blanket bogs habitats.

1. With the excavator located on the downhill side of the bund, remove vegetation turves from the area where the Peat Bund will be constructed and place to one side. This should include enough peat to ensure that the roots remain intact.
2. Excavate far enough down (typically 500mm) to remove all cracked and degraded peat (see Figure 6). The amount excavated will vary depending upon the site (the key is to ensure that all degraded and cracked peat is removed). Place the excavated peat to one side, separate from the vegetation turves.
3. Dig out wet 'putty-like peat' and turn it over and squash with the excavator bucket to seal any remaining cracks.
4. Create a 'borrow pit' to source additional wet 'putty-like peat' as specified in actions 1 -3. The 'borrow pit' should be close to the bund located within the pool area behind it (see Figure 7). When creating multiple borrow pits they should not be situated next to each other, as this could create a channel or gully within the bund.
5. Additional wet peat is added to the core of the bund and then pushed down with the bucket to a height of 250mm, this will allow the material to settle and still create a shallow bund (see Figure 6 below).
6. The bund should be in the shape of a raised feature and have gentle slopes on the upstream side of the bund to allow vegetation to establish. The bund should have a depth of 400mm (see Figure 7 below).
7. The vegetation that was removed from the line of the bund should be placed back, on the top and downstream sides of the bund to avoid erosion and oxidation of peat. The vegetation can be stretched to increase the coverage across the bund if required.

8. The degraded and cracked peat taken out of the 'borrow pit' and the line of the bund, should then be put back into the 'borrow pit' and pushed down using the weight of the bucket.
9. The vegetation removed from the borrow pit should be placed back on top which should create a shallow hollow behind the bund.
10. When the shallow bunds reach capacity, it is expected that the water will overtop the bunds and disperse across the moor. As bunds should be situated on an area below 5 degrees the gentle slope will help with dispersing the water.
11. The excavator is expected to start at the furthest point of the area where the bunds are being installed and work methodically back towards the access point using the procedure outlined above.

## **B7: Works Specification: Heather Bale installation**

### **23. Works quantities**

- 23.1. See Table I for Works quantities.

### **24. General Heather Bale Dam construction**

- 24.1. Dam construction should be in low energy flat areas of "Peat Pans" (Peat Pans) and/or small gullies less than 1 m wide and 50 cm deep and of less than 5 degrees of slope.
- 24.2. Dams for Peat Pans should be constructed at strategic points where the water flows out of the Peat Pan.
- 24.3. Where there are large outflows it may be necessary to construct Dams of more than one Heather Bale.
- 24.4. In the case of very large Peat Pans, it may be beneficial to break up the bare peat area using Dams of more than one Heather Bale.
- 24.5. 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.

### **25. Location of Heather Bale Dams**

- 25.1. The gully/pan locations for the Works Site will be provided to the Contractor prior to the Works Commencement Date.
- 25.2. Individual locations of Dams are not identified on the Location Maps.
- 25.3. Individual locations of Dams will be agreed on the Works Site with the Nominated Officer prior to construction.
- 25.4. It is expected that Heather Bales will weigh between 20 and 35 kg. Prevailing weather conditions during harvesting, in aerial transportation and at the Works Site itself may result in water absorption leading to an increase in weight. These figures are for information purposes and should not be relied on by the Contractor.

### **26. Construction of Heather Bale Dams**

- 26.1. Dependent on the size and nature of the gully, outflow or Peat Pan more than one Heather Bale may be required to create a Dam.
- 26.2. The Heather Bales should be dug into the ground at between quarter and a half of their height and keyed into the side of the gully/outflow (see Figs. 11, 12 and 13). This is done to prevent scouring around the sides and base of the Dam. The Heather Bale should be dug into the ground so the heather stalks lie horizontally and in-line with the direction of water flow.

- 26.3. Peat removed from the ground should be backfilled and compacted around each Heather Bale to ensure a snug fit. Any spare peat should be placed along the upstream face of the Dam and packed in behind the bales (see Fig. 12).
- 26.4. Dams constructed in small gullies should follow the “top-to-toe” principal, i.e. the top of the downstream Dam should be level with or high than the bottom of the upstream Dam (see Fig. 11).
- 26.5. Once a Dam has been installed, small turves should be taken from vegetation nearby (cottongrass is preferred) and translocated to the upstream corners of bales, such that the edges of Dams and the joints between Heather Bales are vegetated. Where possible, these should be taken from within the eroding gully/Peat Pan into which the bales are being installed.
- 26.6. In the event of uncertainty over the method of construction of Heather Bale Dams, the Contractor must obtain prior clarification from the Nominated Officer.

## **B8: Works Specification: Spreading of Brash, Lime Seed and Fertiliser (LSF) and Dwarf shrub seed only**

### **27. Works quantities**

- 27.1. See Table 1 for Works quantities.
- 27.2. There are 10 hectares where brash (692 bags), and LSF is to be applied.
- 27.3. There are 27 hectares where seed only is to be applied.

### **28. LSF specification**

- 28.1. **Granulated lime fertiliser – ‘Lime’**
  - 28.1.1. The application rate is 1000 kg per ha for all Works Site.
- 28.2. **N:P:K fertiliser – ‘Fertiliser’**
  - 28.2.1. The application rates are required to achieve an application ratio of: 40kg N: 120kg P<sub>2</sub>O<sub>5</sub>: 60kg K<sub>2</sub>O per ha.
- 28.3. **Nurse crop grass seed mix – ‘Seed’**
  - 28.3.1. Seed must be applied at a rate of 100 kg per hectare.

### **29. LSF supply**

- 29.1. The Contractor is responsible for the supply and delivery of all Lime and Fertiliser.
- 29.2. **Seed will be supplied by the Authority** and will be packaged as follows, unless otherwise requested by the Contractor:
  - 29.2.1. Within lined sack of 25 kg.
  - 29.2.2. Palletised.

### **30. Storage and delivery of Materials**

- 30.1. All Materials will be stored by the Contractor at the Contractor’s cost following receipt by the Contractor pursuant to a Purchase Order, until application of the Materials on the Works Site, as required.
- 30.2. The Contractor is responsible for sourcing and/or subcontracting the use of Storage Site to hold the Materials prior to Delivery to Lift/Works Site.
- 30.3. The Contractor shall inform the Nominated Officer of the quantities of Seed to be delivered to each Storage Site. The Authority shall then purchase the Seed and arrange for its delivery to the Storage Site(s).



- 30.4. The Contractor must ensure as a minimum standard that any Storage Site is secure and wind and watertight and ensures that all Materials remain fit for purpose at all times until the Works Commencement Date and for carrying out and completing the Works.
- 30.5. The Contractor must satisfy itself that the vehicle chosen for the forwarding of Material from the Storage Site can reach the Lift/Works Site.
- 30.6. The Contractor shall arrange for the appropriate quantities of Material to be forwarded to the Lift/Delivery Site in preparation for application.
- 30.7. Once procured—or, in the case of Seed, once delivered to the Contractor by the Authority—all responsibility for the Material remains with the Contractor until it has transferred and applied the Material to a Works Site to the satisfaction of the Nominated Officer.

### **31. Methodology**

- 31.1. The Contractor must specify their methodology for spreading Brash and LSF. The use of low ground pressure vehicles is recommended.
- 31.2. The Work schedule should follow the same basic timeline, specifically:
  - 31.2.1. Application of Materials:
    - 31.2.1.1. The LSF must be applied to areas of bare peat.
    - 31.2.1.2. The Brash must be spread over areas treated with LSF.
    - 31.2.1.3. Areas for seed only – the seed must be spread evenly over the identified area
  - 31.2.2. Any deviations from this work schedule must be agreed with the Nominated Officer.
- 31.3. It is the responsibility of the Contractor to ensure it can supply all Equipment required to complete the Works. The Contractor must be capable of transporting this Equipment to the Lift/Works Site.

### **32. Spreading of material**

- 32.1. The Works Site contain small patches of Bare Peat among vegetated areas which will require accurate spreading of the LSF and Brash to maximise the efficiency of the Works as a whole.
- 32.2. The Contractor will be provided with the Works locations in GPX format. These shapes must be loaded onto a GPS and used on site to locate Bags of Brash and spreading areas. The Authority will supply no physical markers on the ground to identify the Works locations.
- 32.3. All Bare Peat within the Works Site must be treated with LSF and covered with Heather Brash.
- 32.4. The Authority estimates that one full Bag of Heather Brash will contain enough Material to cover 49 square metres. This figure is for information purposes only and must not be relied upon by the Contractor.
- 32.5. The Authority will expect the Contractor to move Material to the required bare peat area within the Works Site.
- 32.6. The Contractor is required to spread the Material over the areas of bare peat at the Works Site in the manner demonstrated to it by the Nominated Officer at the Works Commencement Date (without any variation save with the prior consent of the Nominated Officer).
- 32.7. Brash is to be spread evenly with no clumps or lumps to the satisfaction of the Nominated Officer.



- 32.8. Material is to be at the correct rate at the Works Site in the manner demonstrated to it by the Nominated Officer.
- 32.9. In the experience of the Authority, one person can spread an average of two Bags of Material per hour. These hourly figures include the preparation of empty Bags & Waste Materials for removal. These figures are for information purposes only and must not be relied upon by the Contractor.
- 32.10. In the event that there is not enough Bare Peat area on the Works Site on which to spread a Bag/the Bags then the Contractor must leave any remaining Material in Bags and GPS the location of the remaining Bag/s. The Contractor must then supply the GPS location to the Nominated Officer who will then provide another suitable spreading location for the Bag/s to be moved to and spread.
- 32.11. In the event that there is not enough Material to cover the bare peat area in the Works Site where the Bags have been dropped then the Contractor must spread the Material to the required standard over as much of the bare peat area as is practicable and then place a marker flag in the centre of the remaining area of bare peat and GPS the location of the flag. The Contractor must then move more Material to the location. The Authority will supply the Contractor with the flags.
- 32.12. The Contractor must ensure that the Material is spread as soon as possible after it has been delivered to the Drop Site.

### **33. Removal of waste**

- 33.1. The Contractor is responsible for preparing empty Bags and Waste Materials for removal from the Works Site (and for supplying the rope required to do so) and for removing them in accordance with this Contract and as soon as possible after spreading of the Material has been completed.
- 33.2. The Methodology detailed in this Section is designed to prevent the risk of empty Bags being blown around the Works Site
- 33.3. **Empty Bags are to be prepared for removal in the following manner:**
  - 33.3.1. One empty Bag ("the container bag") is to be filled with between 10 and 20 other empty Bags.
  - 33.3.2. The Contractor should ensure that the top of the container bag can be tied together in order that the contents of the container bag are not spilled.
  - 33.3.3. Each container bag is to be sealed by knotting two of the diagonally opposite haul tabs together to create a bow. The remaining two free haul tabs should then be pulled through the loops of the bow created by the knot. The photograph below illustrates how the haul loops should be knotted.



33.3.4. The container bags must be grouped together in batches and tied to each other (as illustrated on the photograph below). The Authority's preferred minimum batch size is 5-6 container bags.



33.3.5. Contractors must maximise (so far as reasonably able) the number of container bags in any one batch.

33.3.6. The batches of container bags must not be placed in stream channels or other watercourses.

33.3.7.

## **B9: Works Specification: Cutting and Flailing**

### **34. Works quantities**

34.1. See Table I for Works quantities.

### **35. Cutting/flailing locations**

35.1. Location Map 3 provides the general location of cutting Site.

35.2. The exact distribution of cuts is to be identified and agreed on site between the Contractor and Nominated Officer.

35.3. The route to the cutting Site should be pre-walked and identified with temporary marking sticks to avoid damage to sensitive areas.

35.4. The operator must avoid cutting into sensitive areas as listed below:

35.4.1. Flushes and mires, including areas around springs, pools, wet hollow and those rich in bog mosses with abundant and/or almost continuous cover of *Sphagnum* species, other mosses, liverworts and lichens.

35.4.2. Hags, erosion gullies and areas of Bare Peat.

35.4.3. Areas where soils are less than 5cm deep or made up of scree, or where there is a high incidence of exposed rock.

35.4.4. Areas with a noticeably uneven structure (at the spatial scale of 1m square or less). In dry heath, this is most commonly found in very old heather stands, often comprising large and spreading dwarf shrub bushes. In blanket bog, this is characterised by *Sphagnum* hummocks, lawns and hollows, or mixtures of well-developed cottongrass tussocks and spreading bushes of dwarf shrubs.

35.4.5. Steep slopes and gullies greater than 1 in 3 on blanket bog and 1 in 2 on dry heath.

35.4.6. Areas of grassland and rush-dominated areas.

35.4.7. Features listed on the Historic Environment Record.

### **36. Methodology**

36.1. Cut areas should be at least 10m x 20m to act effectively as firebreaks.

36.2. If long cuts are made, the edges should be wavy to blend in with the landscape and contours.

36.3. To be carried out down to no lower than 3cm above ground level on average.

36.4. Some scalping is acceptable but the soil surface must not be significantly disturbed.

36.5. In areas where cutting is permitted, at least 10% of heather in the late mature/degenerate stage will be retained.

### **37. Provision of a GPS record**

37.1. The location of each line that is cut or flailed must be recorded with a GPS unit and the GIS information promptly made available to the Nominated Officer. The GIS information required is listed below:

37.1.1. MapInfo Tab file or GPX file that includes the coordinates of all cut/flailed tracks, and the date they were cut/flailed.

## **B10: Works Specification: Plug and Clump Planting**

### **38. Material quantities**

38.1. See Table I for Works quantities.

### **39. Sphagnum Plug Supply**

- 39.1. The Authority will be supplying the Plugs through a separate Contract.
- 39.2. Plugs will be delivered by the Supplier to the Contractor's chosen Delivery Site.  
Organising Delivery of the Plugs to the chosen Delivery Site will be the responsibility of the Contractor. The Contractor will give the Authority at least 48 hours' notice of the Delivery of the Plugs to the Delivery Site.
- 39.3. The Nominated Officer will notify the Contractor when the Plants are ready for Delivery from the Supplier.

### **40. Sphagnum Plugs**

- 40.1.1. A Sphagnum Plug will consist of several plants and form a bouquet of around 3cm in diameter.
- 40.1.2. Sphagnum Plugs will be delivered in Bundles of 20 Sphagnum Plugs wrapped together in one bundle with cling film. Each Bundle will weigh around 0.25kg. Bundles will be packed into plastic sacks of 20 bundles and three sacks will be placed in crates for delivery (60 Bundles per crate, 1200 Plugs per crate). Crates are stackable with dimensions of 400 x 600 x 150 mm.
- 40.1.3. Delivery crates remain the property of the Sphagnum Supplier and must be returned to the Supplier in the same condition as they arrived. The Contractor will be responsible and liable for any damage occurring to the crates and will indemnify the Authority against any loss or claim for lost, damaged or misplaced crates.
- 40.2. On the date of Delivery the Contractor and the Delivery driver shall carry out an inspection of the Plugs. Upon agreement of the condition of the Plugs the Contractor must sign for the delivery and accept responsibility for the maintenance of the Plugs.
- 40.3. Maintenance of the Plugs to the standard set out in the Plug Plant Care Guidelines (Appendix 3) is of paramount and material importance to the performance of the Works. Therefore, upon Delivery the Contractor becomes and remains wholly responsible for the maintenance and condition of the Plugs to the standard set out in the Plug Plant Care Guidelines. Breach of this obligation will be treated as a material breach and subject to the provisions of Section I Part C Clause 16 (Liquidated Damages).
- 40.4. The maintenance of the condition of the Plugs includes, but is not limited to, watering (with rainwater as needed) and sheltered storage (either at Delivery Site or at the Works Site) and any other actions which in the opinion of a prudent contractor would be required (or which the Nominated Officer requires) to maintain the condition of the Plugs.
- 40.5. The Contractor shall provide with its Tender a brief Method Statement detailing provision for the maintenance of the condition of the Plugs following Delivery.
- 40.6. The Nominated Officer may inspect the Plugs at any time after the date of Delivery. In the event of any loss of Plugs the Nominated Officer may, at its option replace such Plugs at the cost to the Contractor or reduce the Planting Costs to reflect the actual amount of Plugs being installed.

### **41. Transporting Plants to the Work Site**

- 41.1. It will be the contractor's responsibility to transport the Plants to the Planting Areas.
- 41.2. Low ground vehicles are permitted on the Works Site(s).

### **42. General Sphagnum Planting Specifications**

- 42.1.Planting shall be in accordance with the specifications below or in accordance with the Nominated Officer's instructions.
- 42.2.*Sphagnum* Plugs should be planted on flatter, wetter areas such as cotton grass dominated bog and flushes or along the waterline of small gullies.
- 42.3.Each *Sphagnum* Plug requires some shelter from wind and direct sunlight and therefore should be planted alongside or amongst other vegetation such as cotton grass.
- 42.4.Details of planting locations will be demonstrated to the Contractors on or before the Works Commencement Date.
- 42.5.Where there are gully blocks, there should be 4 *Sphagnum* Plugs planted behind each dam.
- 42.6.GPS locations of dams will be provided along with GPS outlines of general Planting Area.
- 42.7.Plugs should be planted in the areas identified on the Work Site Location maps.
- 42.8.Individual Locations of Plug planting are NOT identified on the Location Maps.

#### **43. Planting Specification – *Sphagnum* Plugs**

##### **Please follow Appendix 4 - Illustrated guide to planting *Sphagnum* Plugs**

- 43.1.The planting density for *Sphagnum* Plugs is approx. 1250 per hectare. The actual planting density will vary due to the amount of suitable planting areas within the hectare. The whole hectare should be surveyed for suitable planting areas and planted evenly in suitable areas.
- 43.2.It is expected that each person should plant 1200-1500 *Sphagnum* Plugs per day.
- 43.3.Unwrap the Bundle of *Sphagnum* Plugs until you reach the first loose Plug.
- 43.4.Gentle tease the *Sphagnum* Plug so it is no longer squashed and formed into mini bouquet.
- 43.5.Using your thumb, or appropriate tool, to gently push the *Sphagnum* Plug into the ground, ensuring the top of the *Sphagnum* Plug is just ground level (approximately 1cm proud of the surface).
- 43.6.If the ground is firm, use a dibber of 1 cm diameter to make a hole of the required depth and push the Plug in by hand.
- 43.7.Using your fingers, gently firm the soil around the *Sphagnum* Plug to ensure it is securely established in the ground.

## **BI I: Works Specification: Creation of Firebreaks**

#### **44. Quantities**

- 44.1.There are 2 firebreaks to be built on the Works Site.

#### **45. Methodology – Firebreak 1**

- 45.1. The firebreak should be continuous across the length of the area identified. Either as a linear feature or by staggered smaller areas.
- 45.2.Flail heather along the length of the firebreak as set out in B6.
- 45.3.Plant flailed area with *Sphagnum* Plugs as set out in BI I.

#### **46. Methodology – Firebreak 2**

- 46.1.The firebreak should be continuous across the length of the area identified. Either as a linear feature or by staggered smaller areas.
- 46.2.Flail heather along the length of the firebreak as set out in B6.

- 46.3. Install bunds along the length of the firebreak as set out in B10
- 46.4. Plant flailed area with Sphagnum Plugs as set out in B11.

## **B12: Works Specification: Archaeology**

### **47. Ancient Monuments and Archaeological Areas**

- 47.1. Please refer to Clause 38 in the Standard Conditions.
- 47.2. Site and areas of archaeological importance within and around the Works Site will be notified to the Contractor by the Authority prior to the Works Commencement Date.
- 47.3. The following activities can cause damage to archaeological remains:
  - 47.3.1. Cutting, flailing and harvesting (e.g. *Molinia* flailing, heather brash and bale cutting).
  - 47.3.2. Excavations (e.g. Re-profiling and gully blocking).
  - 47.3.3. Other Machine operations (e.g. tracking to and from Site).
- 47.4. The Contractor must not cause damage to any identified archaeological feature during the Works.
- 47.5. The Contractor must take the following measures to avoid damage to archaeological features not identified:
  - 47.5.1. Excavations for borrow pits should leave a minimum of 20cm of peat above the mineral layer undisturbed.
  - 47.5.2. Items of archaeological interest (including but not limited to preserved wood and microliths) uncovered by excavations should immediately be identified to the Nominated Officer and Works in that area halted to allow the local archaeological advisor to be informed.

## **Part C**

### **Detailed Conditions**

#### **1. Programme of Works**

- 1.1. Works Commencement Date: 4 January 2021.
- 1.2. Target Completion Date: 31 March 2021.
- 1.3. All Works to be carried out at the direction of the Nominated Officer to coincide with other carefully timed contracts.
- 1.4. 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. In the event that the Contractor is in breach of this provision (save where such breach arises wholly from the negligence of the Authority or its contractors) the Authority reserves the right to treat such breach as a material breach for the purposes of **Section 1 Part C Clause 16** (Liquidated Damages).
- 1.5. The Programme of Works (including the Works Site Schedule) will be notified to the successful Tenderer at the Pre-contract meeting and shall form part of the Contract.
- 1.6. The Authority may vary such Works Site 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 48 hours prior notice. Any such variation shall not be treated as a Contract Variation.

#### **2. Materials**



- 2.1. The Contractor must provide its own Equipment suitable for movement and loading of all Materials for the Works.
- 2.2. The Contractor shall be responsible for all Materials for the duration of the Contract and shall indemnify the Authority against loss or damage.
- 2.3. All Materials provided by the Authority will remain the property of the Authority.

### **3. Quality Checks and Site Visits**

- 3.1. The Nominated Officer will carry out an agreed number of Site visits to the Works to carry out quality and schedule monitoring.
- 3.2. The exact number of visits will be agreed at the pre-contract meeting.
- 3.3. If the Nominated Officer is required to make any additional Site visits due to failure by the Contractor to meet the required quality or schedule associated with the Works then the Contractor shall be liable for such costs as the Authority may reasonably incur.

### **4. Environmental Requirements**

- 4.1. All Works to be undertaken by the Contractor must comply with the codes of practice for Operations on Site of Special Scientific Interest, Water Catchment Land, Environment Agency Regulations, Regulations issued by Dept. of Environment, DEFRA and all current Health and Safety Regulations
- 4.2. The Contractor shall not damage or permit damage of any areas allocated for Works Site or Access Track. In the event of any damage, the Contractor shall procure that the same is reinstated to the satisfaction of the Nominated Officer within 1 month of the final invoice date or by the Works Completion Date, whichever is soonest.
  - 4.2.1. It is essential that there is no waste of Materials at the Site; the Contractor will be expected to manage operations to minimise waste.
  - 4.2.2. The Contractor is restricted to the specified storage areas for the unloading, Loading of Materials, parking of vehicles, and storage of Materials.
  - 4.2.3. The Site are unsecured with a right of access to the public under the Countryside and Rights of Way Act 2000.
  - 4.2.4. Removal of Waste Materials and any other Materials, including Materials supplied by the Authority, from the Delivery, and Work Site shall remain the responsibility of the Contractor. In the case of removal requiring airlifting from the Works Site the Contractor should seek to minimise costs by liaising with the Nominated Officer to ascertain possibility of co-ordinating this aspect of the Works with other Moors for the Future projects.

### **5. Health and Safety: Principal Contractor**

- 5.1. The Works are subject to the CDM Regulations 2015.
- 5.2. The Authority will nominate the Principle Contractor.
- 5.3. The Principle Contractor will be responsible for managing Health and Safety during the course of the Contract.
- 5.4. The Authority will provide the Principle Contractor with a Pre-Construction Health and Safety Plan prior to commencement of the Works.
- 5.5. The Principle Contractor must provide the Authority with a Construction Phase Plan prior to commencement of the Works.
  - 5.5.1. 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.

- 5.5.2. The Construction Phase Plan must include site- and task-specific Risk Assessments and Method Statements, all relevant Material Safety Data sheets and COSHH Assessments.
- 5.6. 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.
  - 5.7. 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.
  - 5.8. 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.
  - 5.9. The Contractor is to provide his own welfare facilities for the duration of the Works.
- 6. Health and Safety: all Contractors (including the Principle Contractor)**
- 6.1. 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.
  - 6.2. No later than 28 days prior to the Works Commencement Date, each Contractor must supply to the Principle Contractor:
    - 6.2.1. Copies of Site Risk Assessments for all the Site identified in the Location Maps.
    - 6.2.2. Material Safety Data sheets, if required.
    - 6.2.3. A copy of his Health and Safety Policy which is issued to his employees.
  - 6.3. The Contractor(s) will be responsible for complying with the Construction Phase Plan during the course of the Contract.
  - 6.4. 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.
  - 6.5. Each Contractor is to provide his own welfare facilities for the duration of the Works unless agreed otherwise with the Principle Contractor.
- 7. Delivery Site and Lift Site**
- 7.1. The Contractor will be responsible for all aspects of the Delivery and Lift Site. 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.
  - 7.2. 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.
  - 7.3. The Authority cannot confirm what rights exist (if any) to use any such car parking or access routes identified in the Works Plan, or their suitability for any use in connection



- with the Works. Contractors should satisfy themselves as to the safety, suitability and rights to use such car parking and access routes identified.
- 7.4. The Contractor must satisfy itself that any vehicle chosen for deliveries can safely and properly access the Delivery Site.
  - 7.5. The Contractor should liaise with the Nominated Officer at least 48 hours before requiring initial access to the Delivery Site, in order that the Landowner and other stakeholders can be advised.
  - 7.6. Contractor access is to be restricted to daylight hours only during any Contract Period.
  - 7.7. The Contractor is responsible for ensuring that the Access tracks and Delivery/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 other users.
  - 7.8. Where aerial operation flight lines cross public footpaths, the Contractor must ensure the operator is made aware of this and take necessary precautions to minimise risks to footpaths users.
  - 7.9. Materials will be delivered to Site or other locations as detailed in the Specification.
  - 7.10. The Authority will reject any Materials delivered by the Contractor unless the Contractor has been issued with a Purchase Order for the Supply and Delivery of the Materials.
  - 7.11. The Contractor is to arrange forwarding of delivered Materials to the Works/Lift Site, if applicable, in accordance with instructions from the Nominated Officer.
  - 7.12. Where applicable, 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.
  - 7.13. The Nominated Officer shall give instructions to the Contractor before any Contract Commencement Date as to the extent of land and any Access Tracks at the relevant Delivery Site that could be used in connection with the deliveries (including, if applicable, provision of a copy of any permissions granting use of the Delivery Site). The Contractor must comply with these instructions and any conditions contained in any permission and ensure that all Sub-contractors are notified of the same.
  - 7.14. The Delivery/Lift Site are to be kept in a neat and tidy condition commensurate with its use as a temporary Site within a SSSI area.

## **8. Temporary Trackway**

- 8.1. The Contractor will be responsible for arranging the supply and installation of any 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 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 should be approved by the Nominated Officer in advance of installation.
- 8.2. The Trackway, quantity of Trackway and the Trackway plan will be agreed by the Authority and Contractor as being fit for purpose and consummate to the requirements of the task prior to its installation at the Delivery/Lift Site.
- 8.3. The Contractor will be present at the Delivery/Lift Site to receive and direct the Trackway installation and will provide all delivery notes to the Authority.

- 8.4. 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, the Trackway must be replaced immediately to the absolute satisfaction of the Nominated Officer and at the Contractor's 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.

## **9. Utilities and Services**

- 9.1. The Contractor is responsible for the identification of general and exact location of utilities and services within the Site prior to the commencement of the Works.
- 9.2. Information provided by the Nominated Officer or other parties under the direction of the Nominated Officer is for guidance only and not a comprehensive survey and account of all utilities and services on the Site(s).
- 9.3. The Contractor must provide the Nominated Officer with an auditable written record demonstrating that a search for utilities and services has been undertaken prior to the commencement of the Works.
- 9.4. The Contractor must provide the Nominated Officer with the exact locations of any services and utilities identified on the Work Site(s) prior to the commencement of the Works.

## **10. Restricted Dates**

- 10.1. Works may be restricted (or prohibited) on the instructions of the Nominated Officer on the Restricted Dates.
- 10.2. The Contractor will be informed of the Restricted Dates at the Pre-contract meeting.
- 10.3. No Works are permitted on the Restricted Dates. 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. The Authority reserves the right to terminate or suspend the Contract in such circumstances.

## **11. Downtime Expenses**

- 11.1. 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 arising from the negligence of the Authority).
- 11.2. 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.

## **12. Site Foreman**

- 12.1. 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.

### **13. Site Repair**

- 13.1. The Site must be returned to as close to pre-works condition as practically possible at the end of the Works including (but not limited to):
  - 13.1.1. Turves lifted by the turning and movement of tracked and / or wheeled machinery must be replaced and distributed to cover the damaged area.
  - 13.1.2. Ruts and track lines that are likely to result in erosion should be blocked or filled in. Works to rectify these should be discussed with the Nominated Officer prior to being undertaken.
  - 13.1.3. Fence sections, stiles or gates that have been cut or removed to gain access should be replaced with an appropriate length of new wire and posts.
  - 13.1.4. Other works to restore and rectify damage to the site as directed by the Nominated Officer.

### **14. Daily Log**

- 14.1. 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:
  - 14.1.1. the name of the relevant Site;
  - 14.1.2. the number of flights, if any;
  - 14.1.3. the nature and amount of Material lifted, if any;
  - 14.1.4. a map with a shaded area showing the approximate location(s) of Material applied to the Site(s);
  - 14.1.5. the reason for any inactivity regarding points 1.1.2-4; and
  - 14.1.6. brief summaries of any Accidents, Incidents, Near Misses, Unsafe Acts or any event reportable under RIDDOR (and defined therein).
- 14.2. The Nominated Officer shall provide the Contractor with a suitable template for the Daily Log. The Contractor may use its own format instead with the prior approval of the Nominated Officer.

### **15. Geographic Information Systems (GIS)**

- 15.1. The Authority will provide the Contractor with the GIS files necessary to carry out the Works at least seven days before the Works Commencement Date.
- 15.2. The Tenderer must specify in the Form of Tender its GPS Co-ordinate requirements.
  - 15.2.1. The Authority uses MapInfo and British Projection (BNG EPSG: 27700). If the Tenderer does not specify a system in its Itemised Costs, the Authority shall send GIS information to the Contractor in MapInfo format and British Projection.
- 15.3. The Contractor is responsible for ensuring that all received GIS Information works on its system. The Contractor must report any faults to the Nominated Officer within 48 hours of receiving the GIS Information.
  - 15.3.1. If a fault is reported to the Nominated Officer within 48 hours of receiving the GIS Information, the Authority shall re-supply the GIS Information. The Contractor must check the functionality of the new GIS Information as soon as is reasonably practicable, and in any event within 48 hours of receiving it.
  - 15.3.2. The above step shall be repeated as often as necessary until the Contractor is satisfied that the GIS Information functions to its satisfaction.

15.3.3. If the Contractor fails to report any fault in received GIS Information within 48 hours of having received it, the Authority may, at its discretion, charge the Contractor up to £35 per hour (or part thereof) of time spent per member of its staff involved in re-submitting this information (being reasonable associated costs) to re-supply the GIS Information.

15.4. Upon completion of the Works at each Site, the Contractor must supply the Nominated Officer with GIS Information regarding the treated areas.

15.4.1. The Authority prefers that the GIS Information be sent in MapInfo format with British Projection (BNG EPSG: 27700).

15.4.2. The Contractor may send the GIS Information in an alternative format but must state the projection used.

15.4.3. The GIS Information sent by the Contractor must have the date of each application line in the data table associated with the GIS software.

15.4.4. No Works will be signed off as completed until the above information has been received by the Authority.

## **16. Liquidated Damages**

16.1. 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.

16.2. In the event that the Works are not completed by the Target Completion Dates or the Contractor is in breach of the provisions of Section I Part B (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 a rate being such other costs as the Authority may reasonably incur (including but not limited to 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 and or breach (including the costs of any replacement *Sphagnum* Plugs whether in relation to this Contract or such other dependant contract where the delay has an adverse effect on the Project.

## **17. Invoices**

17.1. 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.

17.2. 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

## **18. Retention**

18.1. Payments will be made for the amount of work completed, according to the rates and prices submitted in the Tender. A retention of 5% ("the Retention Fund") of the Price



will be made until the Completion Certificate is issued when 2.5% will be released. The balance of Retention Fund will be paid at the end of the Defects Liability Period.

## **19. Insurance**

19.1. 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 £5,000,000 (five million) or £10,000,000 (ten million pounds) where helicopters are used.

## **20. Communications and marketing**

- 20.1. Any works for the Authority may be included in promotional material released by the Authority.
- 20.2. 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.
- 20.3. The Authority may, but reserves the right not to, credit the Contractor in any publicity it releases.
- 20.4. 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.
- 20.5. The consent given by this Clause refers to all forms of media including social media.
- 20.6. 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.
- 20.7. Any unauthorised use of Authority works for the Contractors own publicity will be assessed for suitability shall be removed on request.

## **Part D: Itemised Costs:**

**The Itemised Costs form is supplied as a separate Excel spreadsheet. Tenderers should complete the relevant fields and submit the completed form with the Tender submission.**

## Section 2: Instructions on submitting a tender

### Tender submission requirements and conditions of tender (works)

#### 1. Summary

Tenders should be submitted in accordance with the following instructions and submitted alongside the following items on the tender return checklist:

**Tenders** will be evaluated against the provision of these items as set out in Clause 10.5 and summarised below.

- Price (60% of the total score value);
- Quality criteria (40% of the total score value): Provision of evidence detailing previous relevant experience and a methodology detailing how you will meet the Contract Objectives and Specifications.

- ☐ Part D Itemised Costs spreadsheet xls and pdf
- ☐ Appendix 6 Form of Tender
- ☐ Appendix 7 Tender questionnaire
- ☐ Appendix 8 Non-collusive tendering certificate
- ☐ Proof of insurance requested in Section 3
- ☐ Evidence of previous experience of managing and delivering moorland restoration works
- ☐ Methodology for the delivery of Works detailing how the Contract Objectives and Specification in Section 1 will be met.

#### 3. Invitation to Tender (ITT)

The Authority is seeking tenders from suitably experienced and equipped Contractor to undertake the Works. The Works required are set out in the Specification.

#### 4. Tenderers to Visit

**TENDERERS MUST VISIT THE SITE ON 10<sup>th</sup>, 11<sup>th</sup> or 12<sup>th</sup> of November 2020. FAILURE TO DO SO WILL RESULT IN ANY TENDER BEING REJECTED. Please contact Katy Thorpe (details below) for further details of the site visit.**

#### 5. Basis of Tenders

Tenders are being invited on an open award procedure.

#### 6. 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.

## **7. Contract Period**

Tenders are invited for the period of a single task. The Contract Period shall be 4<sup>th</sup> January 2021 to 31<sup>st</sup> March 2021.

## **8. 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. If the Authority decides to require presentations details of what must be covered by the presentation and how it will be evaluated will be sent to Tenderers no later than 7 days prior to the presentation.

## **9. Queries about this ITT**

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.

9.1. Any queries concerning the information contained in this specification should be sent to:  
Katy Thorpe

Email: [Katy.Thorpe@peakdistrict.gov.uk](mailto:Katy.Thorpe@peakdistrict.gov.uk)

9.2. There should be no other contact with the Authority on this matter. Any direct contact shall result in your exclusion from this ITT. Following submission of the Tender return, an opportunity may be given for suppliers to make a presentation to the Authority.

9.3. Please be aware that your query, together with our response may, to ensure transparency and fairness, be circulated to all undertakings expressing an interest on an anonymised basis. If you consider that your query discloses commercially confidential information you must, with or upon your query, clearly indicate which information you consider is commercially confidential and why. The Authority will then exclude this information from any circulation. Blanket statements indicating commercial confidentiality will be ignored.

## **10. Errors in completed tenders**

The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its Price.

## **11. 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 Tenderer's failure to obtain or have due regard for any information necessary to prepare a fully compliant and complete tender.

## **12. Period of Validity**

Tenderers are required to keep their tenders valid for acceptance for a period of 3 months from the Tender Return Date.

## **13. Tendering procedure and submission requirements**

13.1. **THE DEADLINE FOR RECEIPT OF TENDERS IS 17:00 ON WEDNESDAY 25<sup>TH</sup> NOVEMBER 2020.**

13.2. Tenders **must be submitted by email** in accordance with the instructions below.



- 13.3. It is the Tenderer's responsibility to ensure that its Tender complies with the submission requirements and is received by the Authority by the date and time set out. The Authority accepts no responsibility for any problems arising from the Authority's or the Tenderer's software, infrastructure, input or internet connectivity, the security of or access to the internet, the capability or capacity of the Authority's or the Tenderer's email systems or Tenderer's failure to check their email system for correspondence received from the Authority about this Tender. Tenderers must note that the current maximum size of any email receivable by the Authority is 10mb. It is the responsibility of the Tenderer to ensure that its Tender is received by the Authority. Tenderers are strongly advised not to submit their Tender immediately before the tender return deadline.
- 13.4. The time and date displayed by the server clock within the Authority's system shall be the standard upon which compliance with tender submission deadlines shall be determined.
- 13.5. The Tender shall be made on the Form of Tender at **Appendix 6**. It must be fully completed and signed on behalf of the Tenderer, submitted to us in pdf format and accompanied by:
- 13.5.1. Acceptance of terms and conditions of contract at **Section 3**.
  - 13.5.2. Tender Questionnaire at **Appendix 7** fully completed and signed on behalf of the Tenderer submitted to us in pdf format and accompanied by any documents referred to therein
  - 13.5.3. Non-collusive tendering certificate at **Appendix 8** signed on behalf of the Tenderer and submitted to us in pdf format;
  - 13.5.4. Analysis of resources;
  - 13.5.5. Itemised costs as detailed within **Section I Part D**;
  - 13.5.6. Details of any part of the Works to be sub-contracted;
  - 13.5.7. Copies of all Insurance Certificates, for the Tenderer and any sub-consultants;
  - 13.5.8. Any other information requested in the ITT.
- 13.6. Tenderers should carefully read the instructions set out in this section.

**Tenders must be submitted by email to [Tenders@peakdistrict.gov.uk](mailto:Tenders@peakdistrict.gov.uk)**

**By 1700 on Wednesday 25<sup>th</sup> November 2020 (the Tender Return Date)**

**The following, and only the following, must be used in the subject line:**

**REF: MFF 119 2020-2021 Tender**

**All attachments must be in pdf form**

**No information must be included in the covering email apart from the identity of the sender and a list of attachments**

- 13.7. A decision on which Tenderer to award the contract is expected to be made during the week commencing 7<sup>th</sup> December 2020.
- 13.8. Only one Tender is permitted per Tenderer. If a Tenderer submits more than one Tender, only the one with the latest time and date of receipt noted (provided that this is prior to the tender deadline) will be evaluated, any other Tenders will be disregarded.
- 13.9. The Authority reserves the right to issue supplementary documentation at any time during the Tendering process to clarify or amend any aspect of the ITT or any of the documents



referred to in the ITT. All such further documentation shall be deemed to form part of the ITT and shall supersede any part of the ITT to the extent indicated.

- 13.10. No tender received after the deadline for receipt of tenders stipulated above shall be considered **under any circumstances**.
- 13.11. The Authority does not undertake to accept the lowest or any tender/ rates or to award the contract at all. The Authority may withdraw this invitation to tender at any time on giving written notice to all tenderers expressing an interest.
- 13.12. The successful Tenderer will be required to enter into the Form of Contract to be provided at each mini competition.
- 13.13. Qualified tenders are not permitted and will be rejected.
- 13.14. The Authority reserves the right to seek clarification from Tenderers to assist in its consideration of Tenders. This will not however be an opportunity for Tenderers to add to or supplement their tender.

#### **14. Basis of Tender**

- 14.1. The Tender shall show the Tendered sum for the actual Works and the VAT separately.
- 14.2. The Tender must include the value of all 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 form of contract and all other documents forming part of the Tender documentation.
- 14.3. The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its rates and prices.
- 14.4. Tenderers must obtain for themselves, at their own expense, all information necessary for the preparation of their Tenders and must satisfy themselves that they fully understand the requirements of the Contract.

#### **15. Sub-contracting**

- 15.1. 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.

#### **16. Tender Evaluation**

- 16.1. Tenders will first be evaluated against the following requirements which will be scored on a pass/fail basis. Any Tender that scores "Fail" against any of these requirements may be deemed non-compliant and rejected without further evaluation.
  - Completed Tender Questionnaire.
    - This will include
      - Written technical and financial references (including the Tenderer's financial accounts for such period as shall be notified) as may be requested
      - 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. Tenderers are requested to supply examples of similar Works supplied to other clients. The Authority may consider evidence of performance on previous comparable contracts for the Authority
      - A CV of the business and or individuals carrying out the Works.
      - Whether the Tenderer is subject to any enforcement or legal action or other pending investigations by either the Authority or other public agencies.

16.2. The successful Tenderer will be selected based on an evaluation using the criteria set out below:

1. Price (60% of the total score value);
  - $60 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$
2. Quality criteria (40% of the total score value):
  - 40% Provision of evidence detailing previous relevant experience and a methodology detailing how you will meet the Contract Objectives and Specifications.

Criteria	Weighting	Evaluation Criteria
Price	60%	$60 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$
Quality Criteria I	40%	8 x score (see table below)

Quality Criteria responses will each be marked against the following scoring methodology

0	The Tenderer has given no response and/or if the response is not acceptable and/or does not cover the relevant heading/s.
1	There are major weaknesses or gaps in the information provided. The Tenderer displays poor understanding and there are major doubts about fitness for purpose. The approach to risk gives rise to major concerns. Major concerns about the Tenderer's experience and capability.
2	The proposal will in parts be sketchy with little or no detail given of how the Tenderer will meet the criteria. Information provided is considered weak or inappropriate and is unclear on how this relates to our requirements or the outputs/outcomes of the project. The approach to risk is not well supported and gives rise to concerns. Some concerns about understanding of the steps involved to deliver the aspects of the question posed, and/or the Tenderer's experience and capability.
3	The proposal has addressed the majority of our requirements but will lack some clarity or detail in how the proposed solutions will be achieved. Evidence provided, while giving generic or general statements, is not specifically directed toward the requirements or the outcomes/outputs of this project. The proposal demonstrates an acceptable approach to risk and clearly captures the understanding of the steps involved to deliver the aspects of the question posed, giving a reasonable level of confidence in the Tenderer's experience and capability.
4	The proposal has addressed, in some detail, all or the majority of our requirements. Evidence will have been provided to show not only what will be provided but will give some detail of how this will be achieved. It is clear how the proposals relate directly to the aims of the project and be specific, rather than general, in the way proposed solutions will deliver the desired outcomes and outputs. The proposal demonstrates an acceptable approach to risk and clearly captures the understanding of the steps involved to deliver the aspects of the question posed, giving a good level of confidence in the Tenderer's experience and capability.
5	As well as addressing all our requirements the Tenderer demonstrates a deep understanding of the project and / or may present innovative ideas (where appropriate). Proposals link directly to relevant project requirements, outcomes and outputs (as the case may be) and show how they will be delivered and the impact that they will have on other areas/stakeholders. Proposed solutions will deliver the desired outcomes and outputs. The proposal demonstrates little or no risk and fully captures the understanding of the steps involved to deliver the aspects of the question posed, giving a very high level of confidence in the Tenderer's experience and capability.

Tenderers scores for Quality and Price will then be added together to produce an overall score and the Tenderer with the highest overall score will be awarded the contract.

Rejected or eliminated tenders will not be scored.

## 17. Award of Contract

- 17.1. The successful Tenderer will be required to promptly execute and return to the Authority the Contract in the form of contract included with this ITT together with any agreed derogations

and until such execution the successful Tenderer together with the Authority's written acceptance shall constitute the Contract.

## **18. Obligations**

- 18.1. Parties proposing to submit a tender are advised to ensure that they are familiar with the nature and extent of their obligations if their Tender is accepted.

## **19. 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.

## **20. 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 quotes and/or professional advice necessary for the preparation of the Tender provided that a condition is imposed in similar words to this paragraph upon any person to who disclosure is made.

## **21. 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.

## **22. Transparency**

- 22.1. The Tenderer in submitting its Tender agrees and accepts the Authority in complying with its obligations under the government's transparency agenda, which requires the Authority to publish the Tender Questionnaire and the ITT and the text of the contract documentation to be signed with the winning Tenderer (the "Contract"), and the name of the contractor; the date on which the contract was entered into; the value of the contract; and whether the contractor is a SME or VCSE. The Tenderer gives its consent for the Authority to publish the text of the Contract, and any schedules to the Contract in its entirety, including from time to time agreed changes to the Agreement, to the general public in whatever form the Authority decides.
- 22.2. The Tenderer in submitting its Tender will acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act ("the Act") the text of the Contract, and any schedules to the Contract, is not confidential information except to the extent specifically stipulated in the Contract. The Authority shall be responsible for determining in its absolute discretion whether any part of the Contract or its schedules is exempt from disclosure in accordance with the provisions of the Act.

## Section 3: Standard Terms and Conditions

### Definitions

1. 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

**“Authority”** means the Peak District National Park Authority

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

**“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

**“Covid-19”** means the Covid-19 pandemic or any similar or equivalent epidemic as determined by HM Government

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

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

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

**“Delivery Site”** means those sites to which the Materials are delivered pursuant to the Contract

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

**“Donor Site”** means those sites from which the Materials (in whole or in part) are sourced pursuant to the Specification

**“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 attached to the Invitation to Tender

**“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 entered into by the parties

**“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 the Specification

**“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

**“Materials”** means the materials as set out in the Specification utilised by the Contractor in respect of the Works and the delivery of the Project Objectives, whether or not in the ownership of the Authority

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

**“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 the Contract

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

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

**“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 I (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

**“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/Delivery Site/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 I 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

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

**“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

**“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

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

**“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 works 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 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

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## **Interpretation**

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. 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.
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.
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.
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.
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.

## **Standard Conditions**

### **1. The Nominated Officer**

- a. 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. DEFRA Statutory Guidance "Waste duty of care: code of practice"  
<https://www.gov.uk/government/publications/waste-duty-of-care-code-of-practice/waste-duty-of-care-code-of-practice>
  - 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 2002 (COSHH)
  - ii. the Control of Pollution (Oil Storage) (England) Regulations 2001;
  - iii. Control of Pesticides Regulations 1986 (as amended 1997).
- c. Plants and animals protected under the Schedules of the Wildlife and Countryside Act 1981 and other statues 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.
- d. 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).
- e. Site(s) must be left clean and tidy at all times.
- f. Dogs and smoking are not permitted on Site(s).
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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 Waste (England and Wales) Regulations 2011. All containers supplied by the Authority (if any) remain the property of the Authority (subject to any specific provisions otherwise in the Specification).
- n. The Contractor must comply with the Control of Noise at Work Regulations 2005. 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. Methods 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. 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").

- e. 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.
- f. The Contractor must take the lead in ensuring the health and safety of all those involved in the Contract at the Sites.
- g. 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.
- h. 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.
- i. 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.
- j. 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).
- k. 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 2013 (RIDDOR).
- l. 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 2018.
- m. 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.
- n. The Contractor shall have regard to the Authority's health and safety policy and safe working practices when preparing its own statements.
- o. 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.
- p. 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 and relevant Health & Safety Guidance (HSG47 or any replacement from time to time);
- q. Excavations must be covered when unattended;
  - i. If over 1.2m deep have trench support (or such comparable measures taken) before persons enter them;
  - ii. If over 1m in depth and in existence for less than 1 week: be cordoned off;
  - iii. If over 1m in depth and in existence for more than 1 week: be barriered. Ground conditions: Details concerning ground contamination and instability are not available and the Contractor should make its own enquiries in that regard. No representation is made by the Authority as to the existence of Contamination at the Sites or otherwise.
- t. The Contractor shall follow the Forestry & Arboriculture Safety & Training Council (FASTCo) Safety Guide.

- u. 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).
- w. 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).
- x. 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:-
- c. The Authority's main duty is to plan, manage, monitor and coordinate health and safety during pre-construction phase.
- d. 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.
- e. 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;
- f. 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.
- g. 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.
- h. 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.

- i. 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:
  - i. To the Authority and to any of their employees;
  - ii. To the employees of the Contractor;
  - iii. To the public and to any other person (including for the avoidance of doubt a Landowner or User);
- b. In respect of the replacement of the Works.
  - i. 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).
- c. 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.
- d. 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.
- e. 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;
  - iv. 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.
- b. 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 or criminal damage 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:
- d. The Contractor shall forthwith cease to perform of the Works;
  - i. (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:
  - ii. all losses damages and costs (including professional costs) and expenses incurred or suffered by the Authority from such termination; and
  - iii. 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.
- e. 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.

- f. 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.
- g. 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
- b. 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**

- a. 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**

- a. 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**

- a. 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**

- a. 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**

- a. 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**

- a. 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.
- e. The Contractor and Authority will comply with their respective obligations under the General Data Protection Regulations and the Data Protection Act 2018.
- f. To the extent that the contractor is a data processor under the contract, of data in respect of which the purchaser is the data controller, it is agreed that
  - i. The Contractor may only use the data on the instruction of the purchaser. The data cannot be used for the contractor's own purposes;
  - ii. The Contractor shall, upon request, demonstrate to the reasonable satisfaction of the Authority the security and related organisational measures operated by the supplier and as applied to the Contract;

- iii. The Contractor shall ensure the written agreement of any sub-contractor to observe the same obligations to the purchaser as outlined above.

#### **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. 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:
- c. "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:-

- d. Scheduled Monuments are protected under the 1979 Act and exist at numerous locations across England.
- e. The locations of Scheduled Monuments can be readily established by correspondence with English Heritage.
- f. 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
- g. 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);
- h. Consultation of the National Heritage List for England at <https://historicengland.org.uk/listing/the-list/>; and
  - i. Consultation of the Peak District National Park Authority archaeological department.
  - ii. Any Contractor (and any subcontractors) shall provide a copy of all such searches, enquiries and associated consents to the Nominated Officer.
- i. 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.

### **40. Equality**

- a. The Authority is subject to the Public Sector Equality Duty which requires us, in our work and decision making, have due regard to the need to:
  - i. Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act 2010;
  - ii. Advance equality of opportunity between people who share a protected characteristic and those who do not;
  - iii. Foster good relations between people who share a protected characteristic and those who do not.
- b. The Authority's Equalities Policy and Action Plan is available on its website. The Supplier shall not unlawfully discriminate in any way which is in conflict with that policy, and shall take all reasonable steps to secure the observance of these provisions by all



servants, employees or agents of the Supplier and all sub-contractors employed in the execution of the Contract.

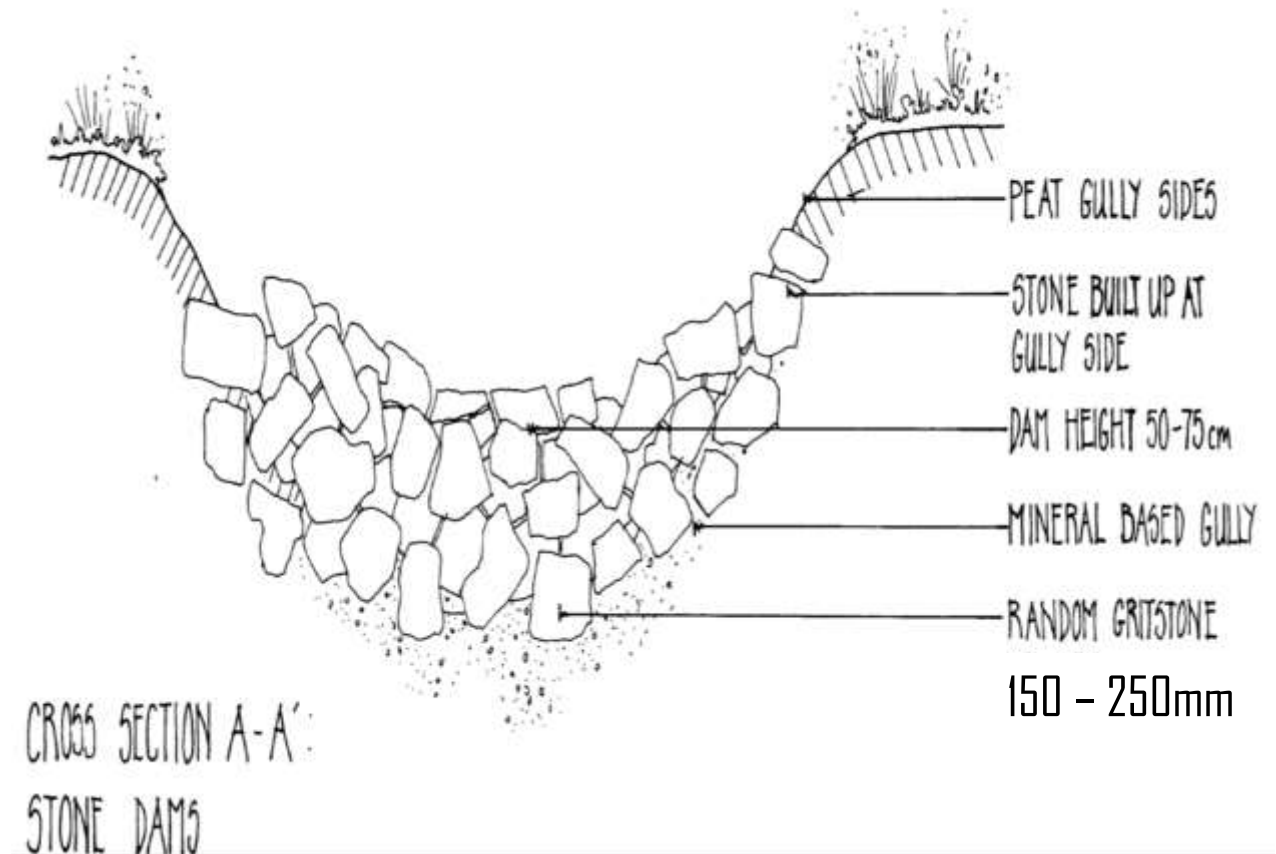
#### **41. COVID-19**

- a. The Contractor shall at all times comply with the current Covid-19 operating procedure guidance appropriate for the Works.
- b. The Contractor shall cease the Works upon instruction from the Authority in the event of imposition of restrictions relating to Covid-19 by HM Government that, in the opinion of the Authority, frustrates the Works. Recommencement of the Works shall be on the basis set out in this clause and any other reasonable requirements of the Authority.
- c. If the Contractor, or its subcontractors, fails to observe or becomes aware of any failure to observe Covid-19 site operating procedures, the Contractor shall immediately cease the Works and inform the Authority of the date, nature and duration of the breach. The Works shall not recommence until such time as the Authority is satisfied that the Contractor has instituted appropriate procedures to ensure that the breach is remedied and not repeated.
- d. A breach of this clause shall be treated as material breach of contract.
- e. Any costs of impact on the programme of works resulting from Covid-19 (save for any resulting from a breach of this provision) will be agreed between the Authority and the Contractor and shall be treated as a Contract Variation.



## Appendices

### Appendix I. Figures



**Figure 1a. Cross-section view of Stone Dam construction**

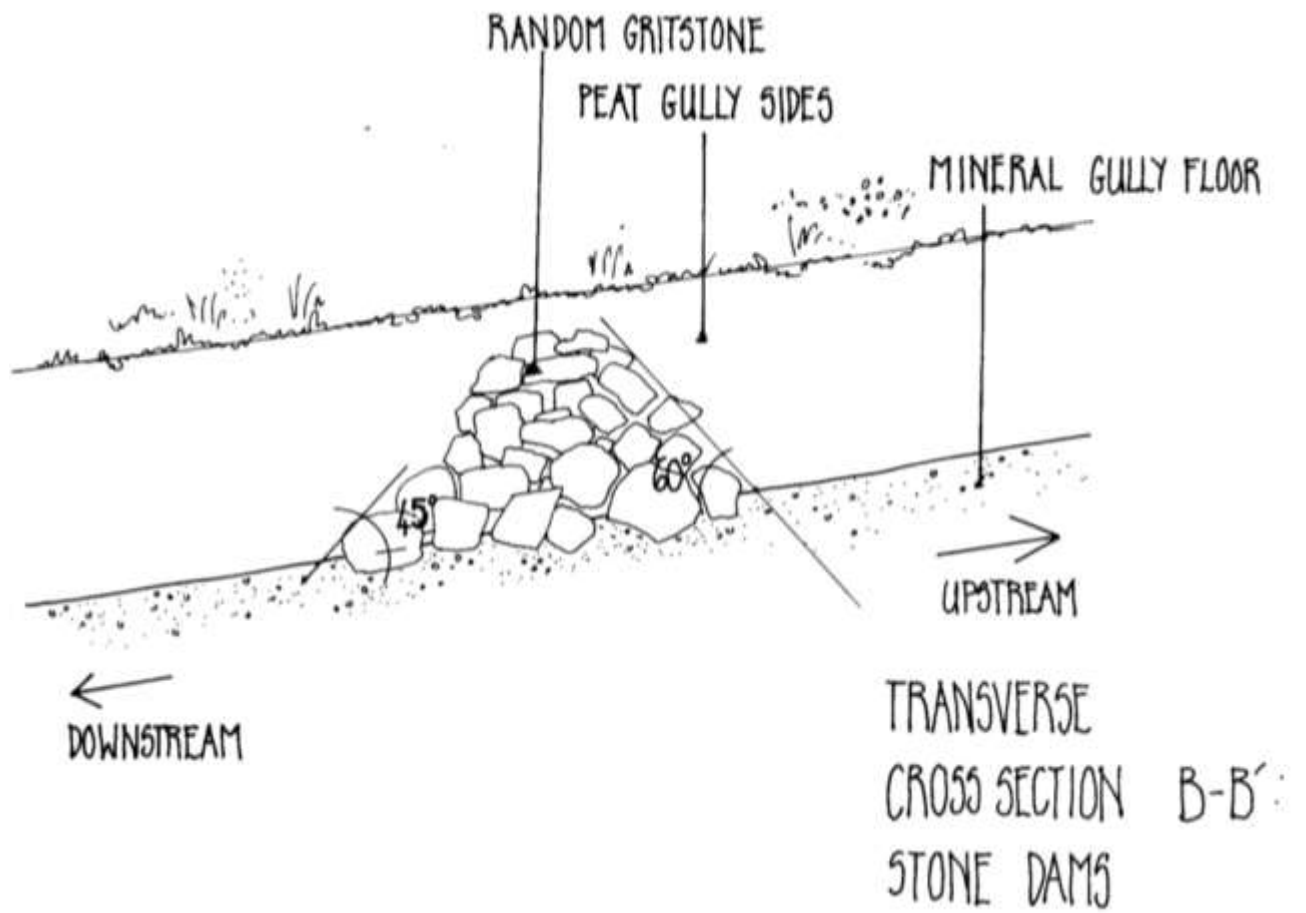
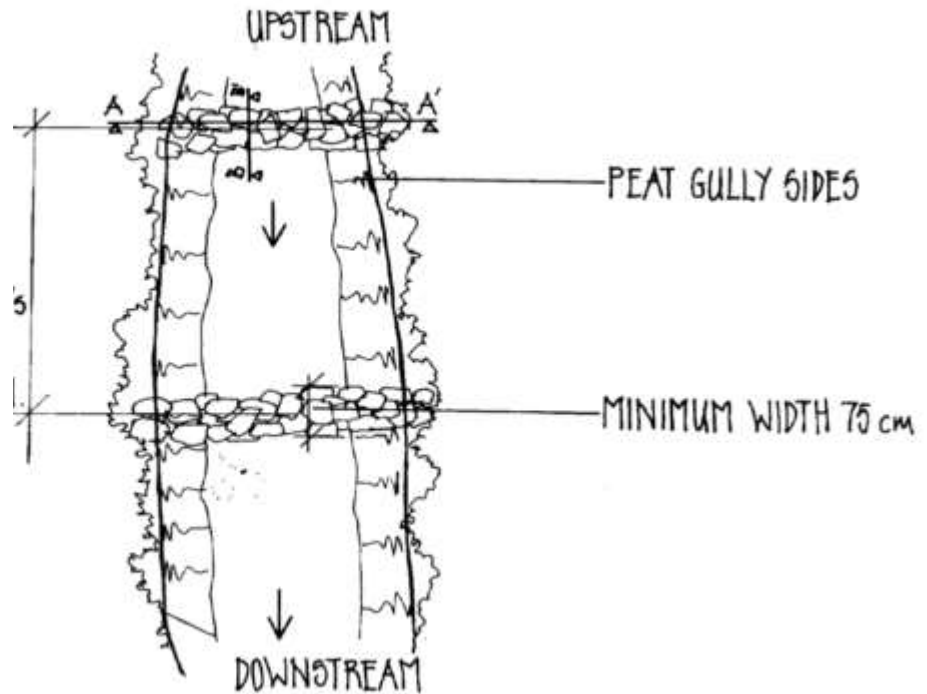


Figure 1b. Side view of Stone Dam Construction

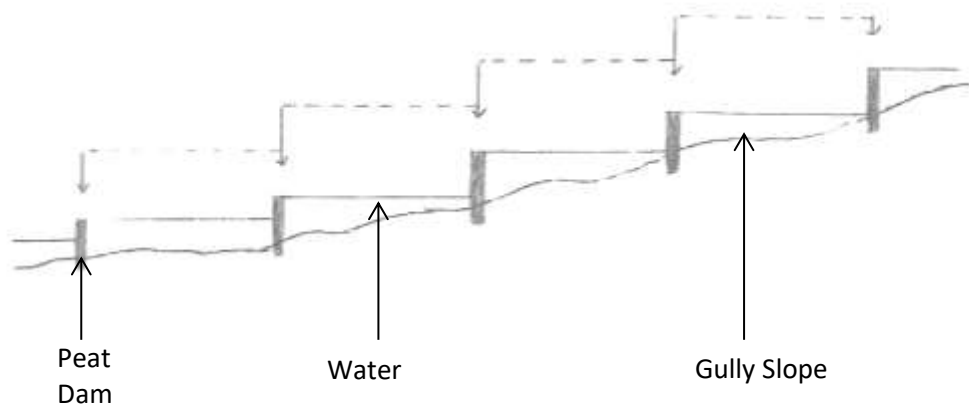
## CROSS SECTION A-A' STONE DAMS

STONE DAMS placed at pinch points in the gully system at 8 - 12 metre spacing where the fall/drop in gully height is at least 40cm

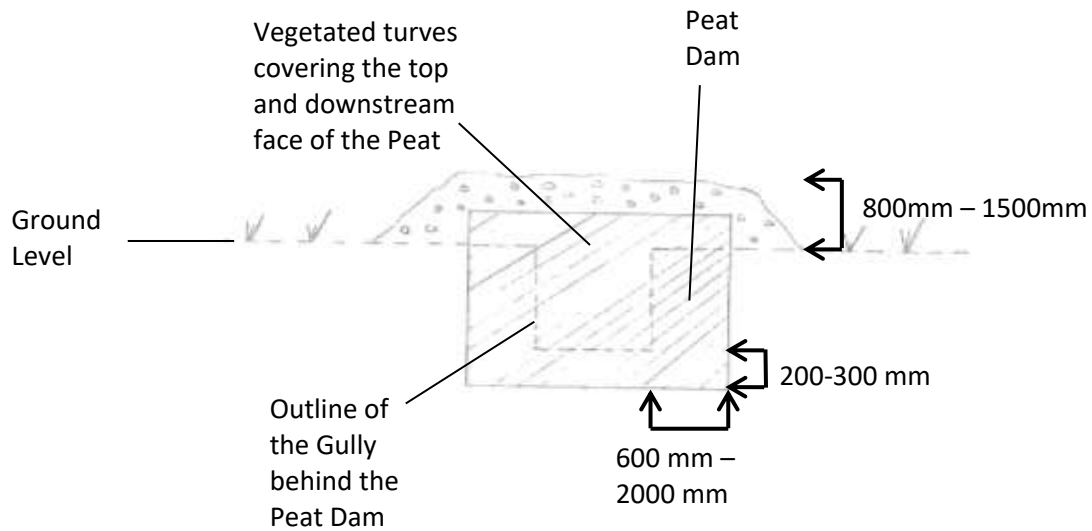


## PLAN: STONE DAMS

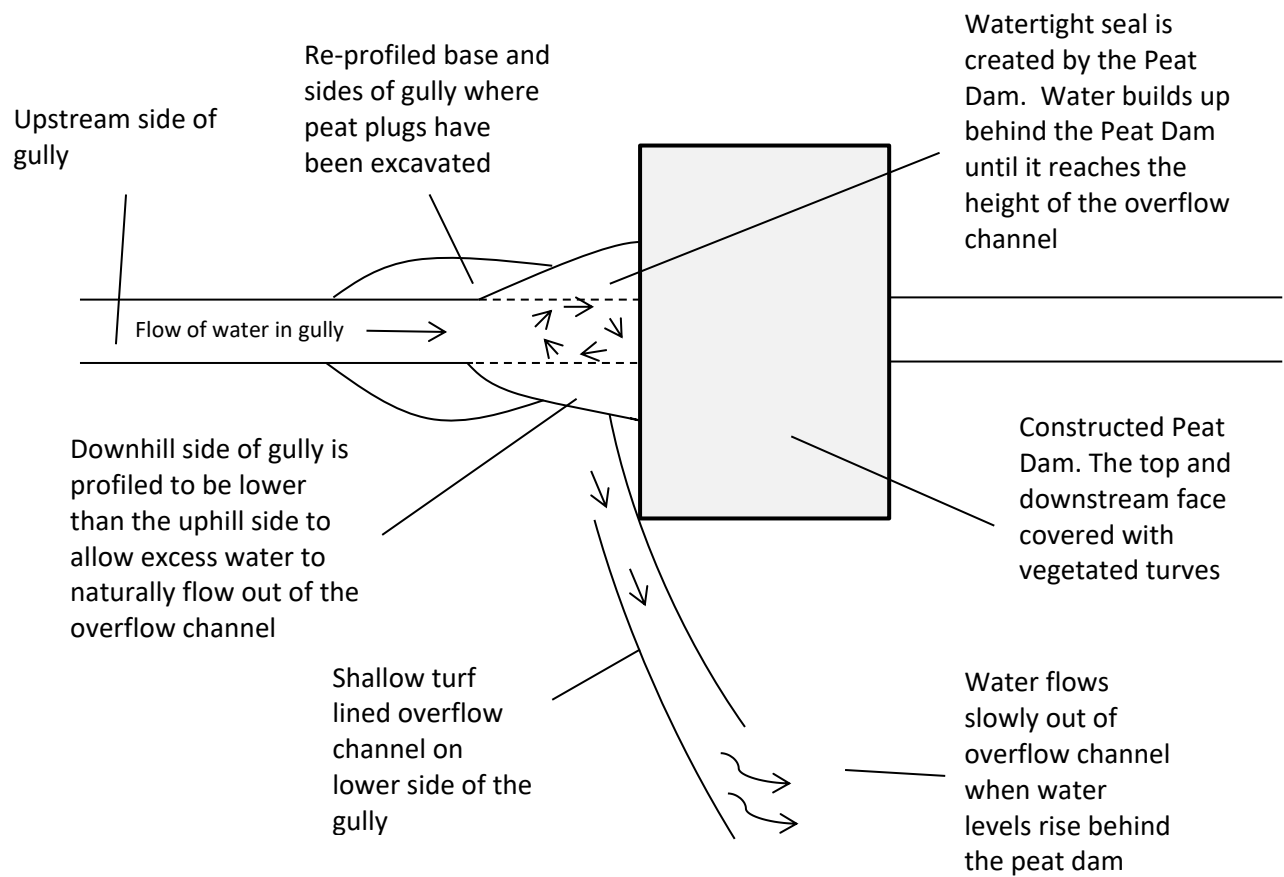
Figure 1c. Above view of Stone Dams Construction



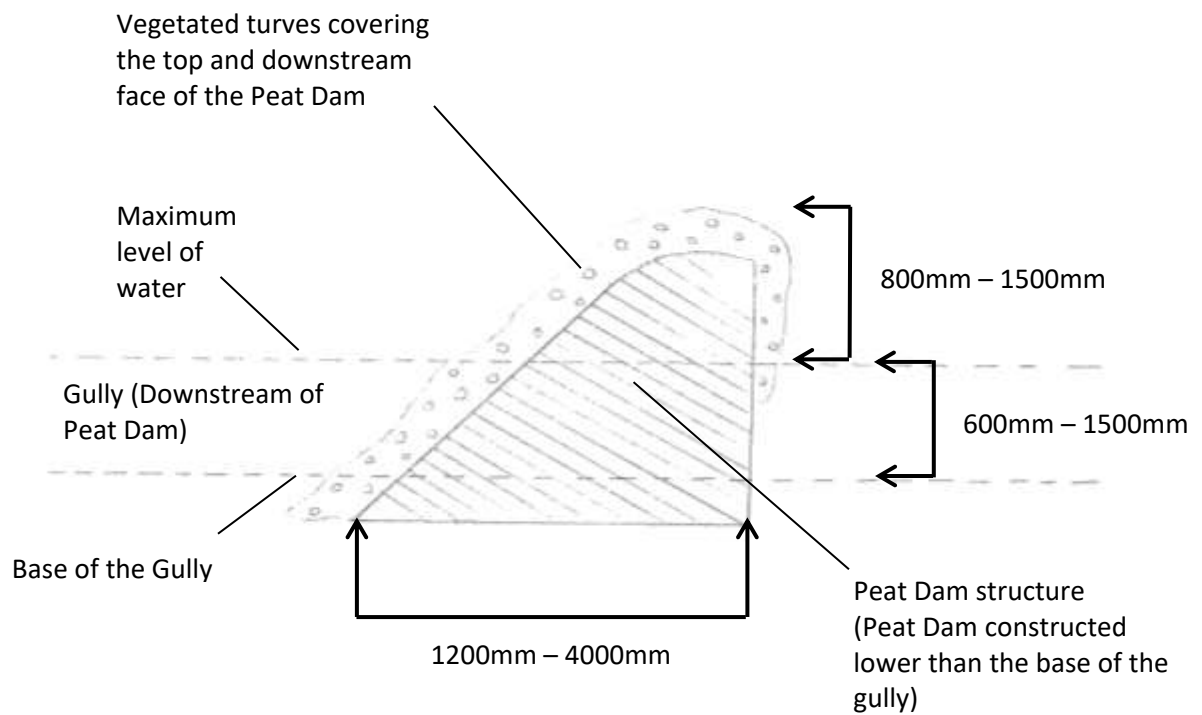
**Figure 2. Peat Dam spacing**



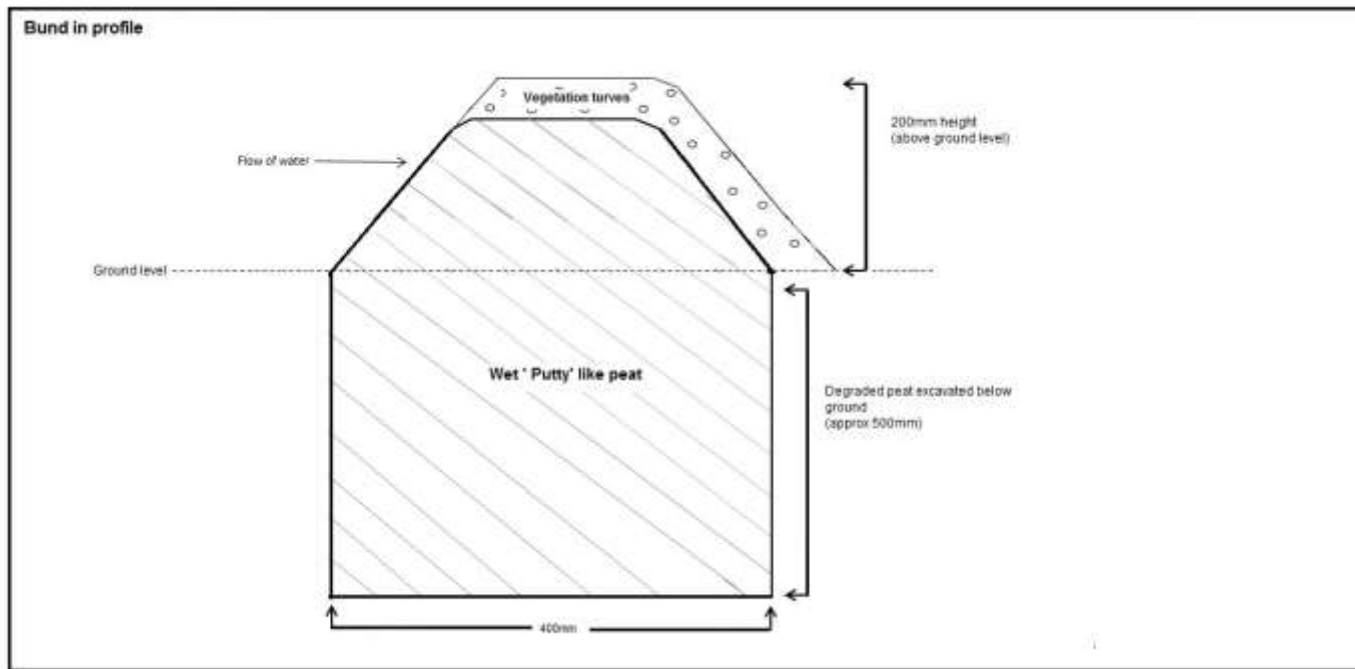
**Figure 3. Peat Dam construction**



**Figure 4. Peat Dam construction**

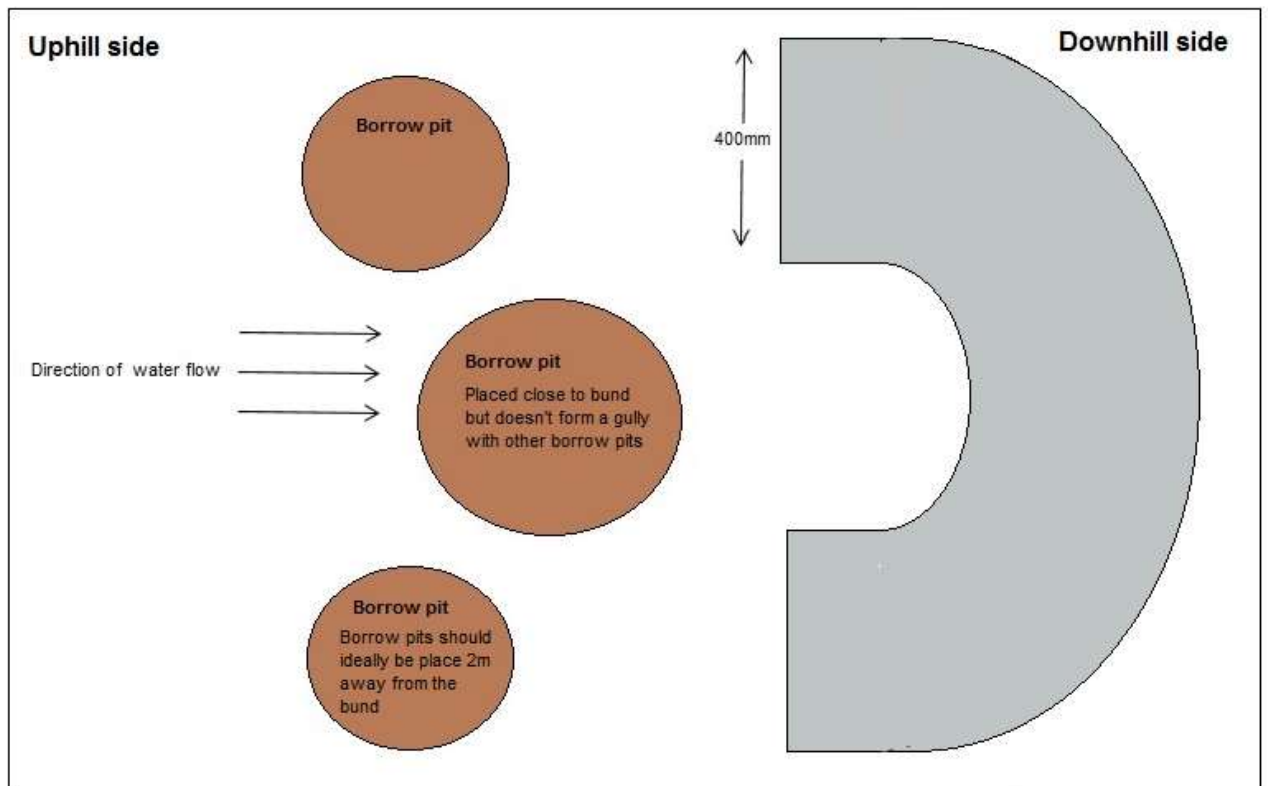


**Figure 5. Peat Dam construction**



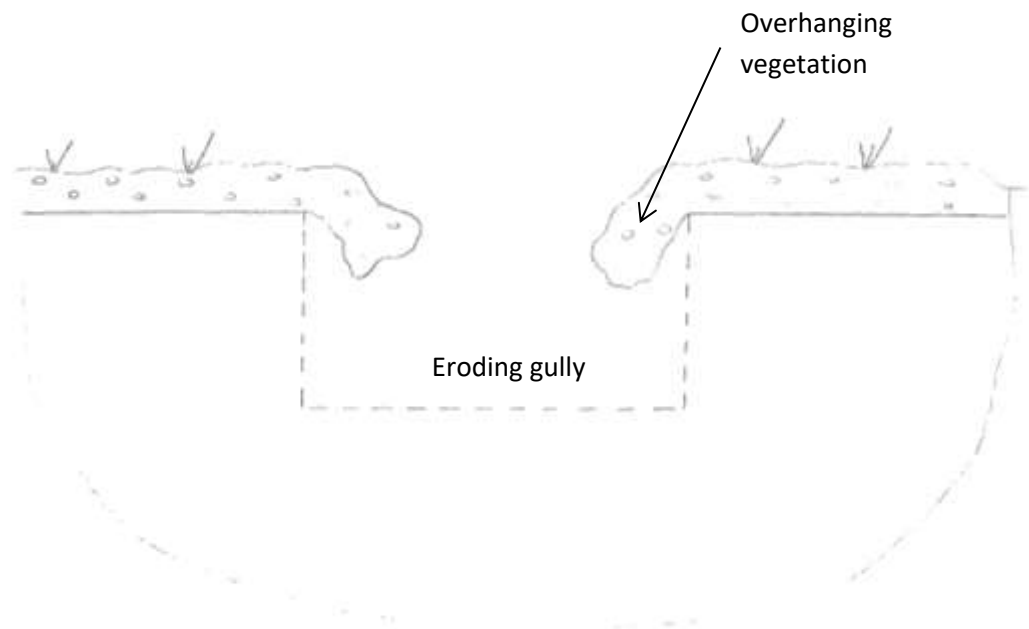
**Figure 6. Bund specification in profile**



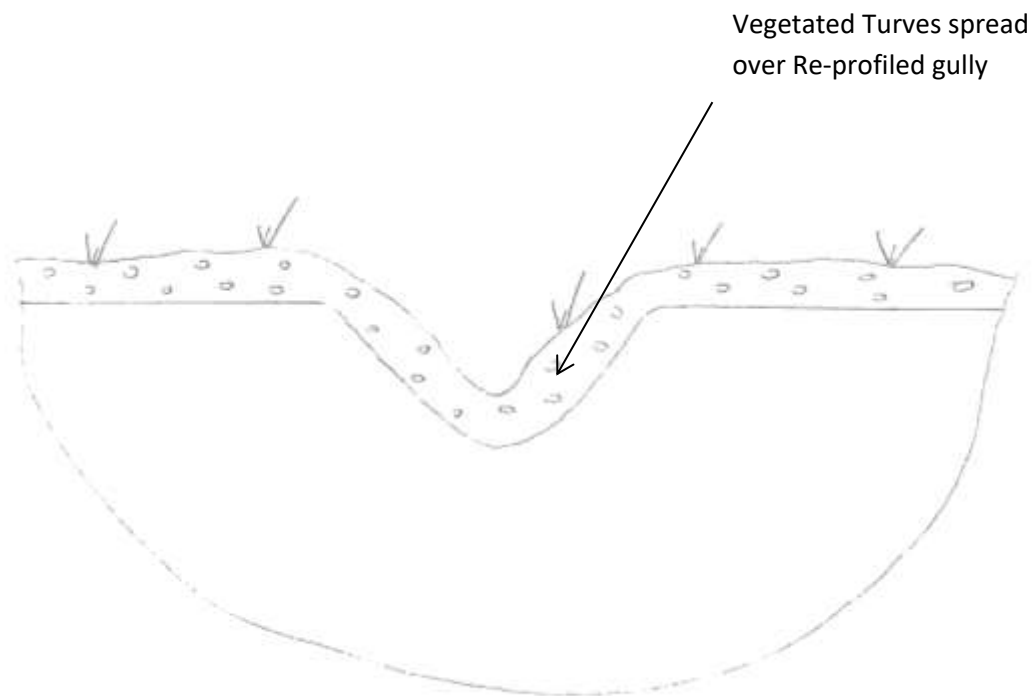


**Figure 7. Bund specification in Overview**

BEFORE



AFTER



**Figure 10. Re-profiling specification**

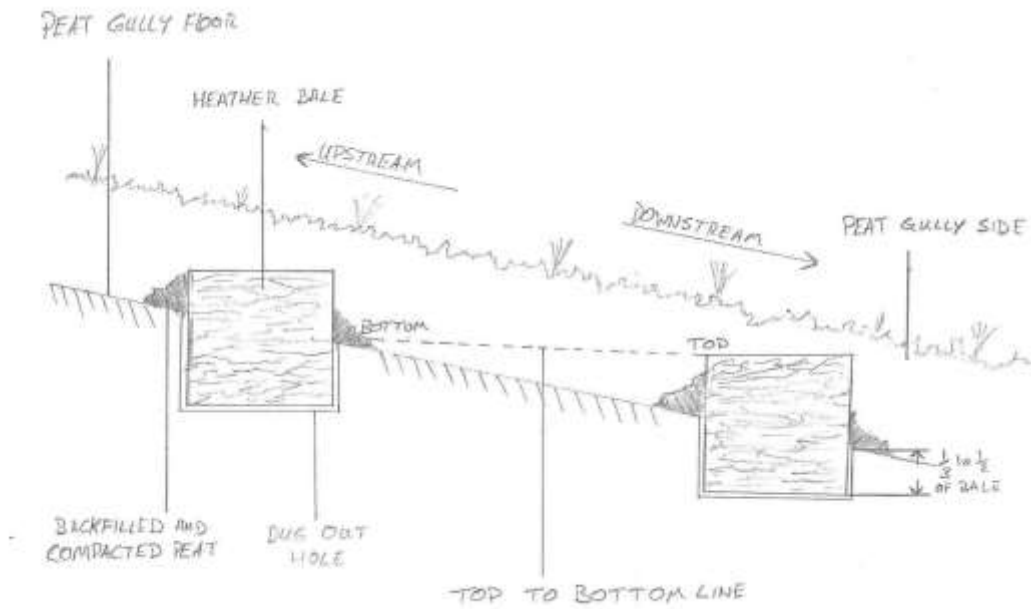


Figure 11. Side view of installed Heather Bales

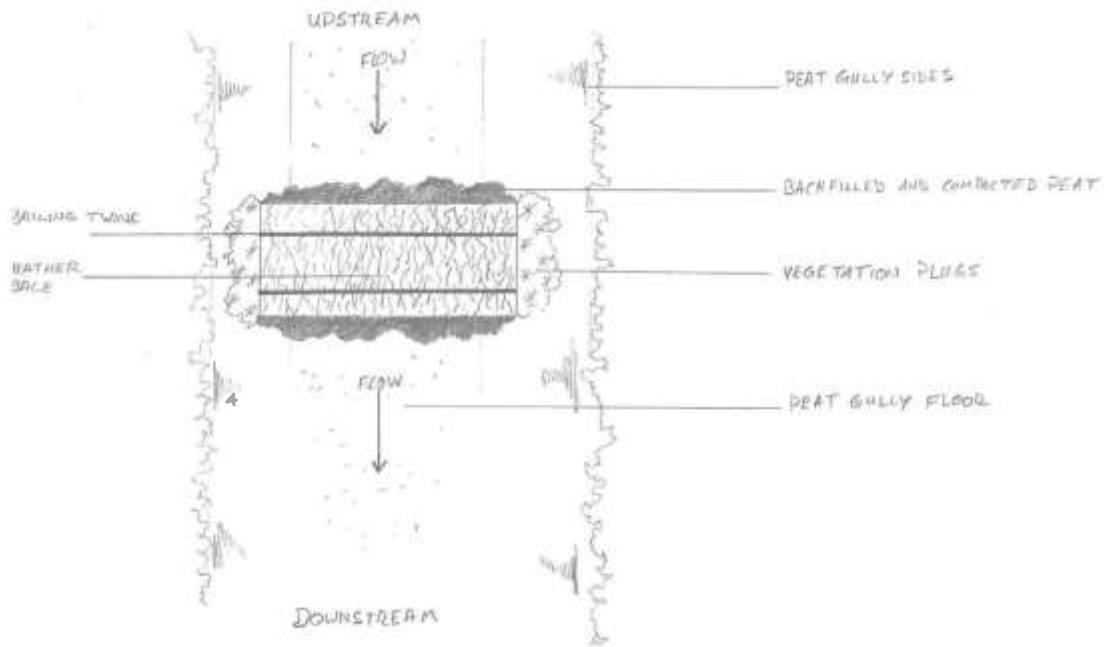
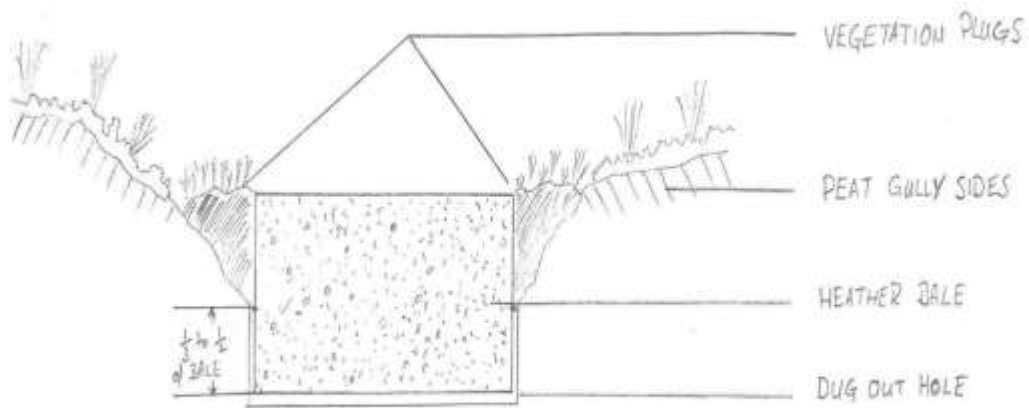


Figure 12. Top-down view of installed Heather Bales.



**Figure 13. Cross-section of Heather Bale installed in a small gully.**

## Appendix 2. Location Maps

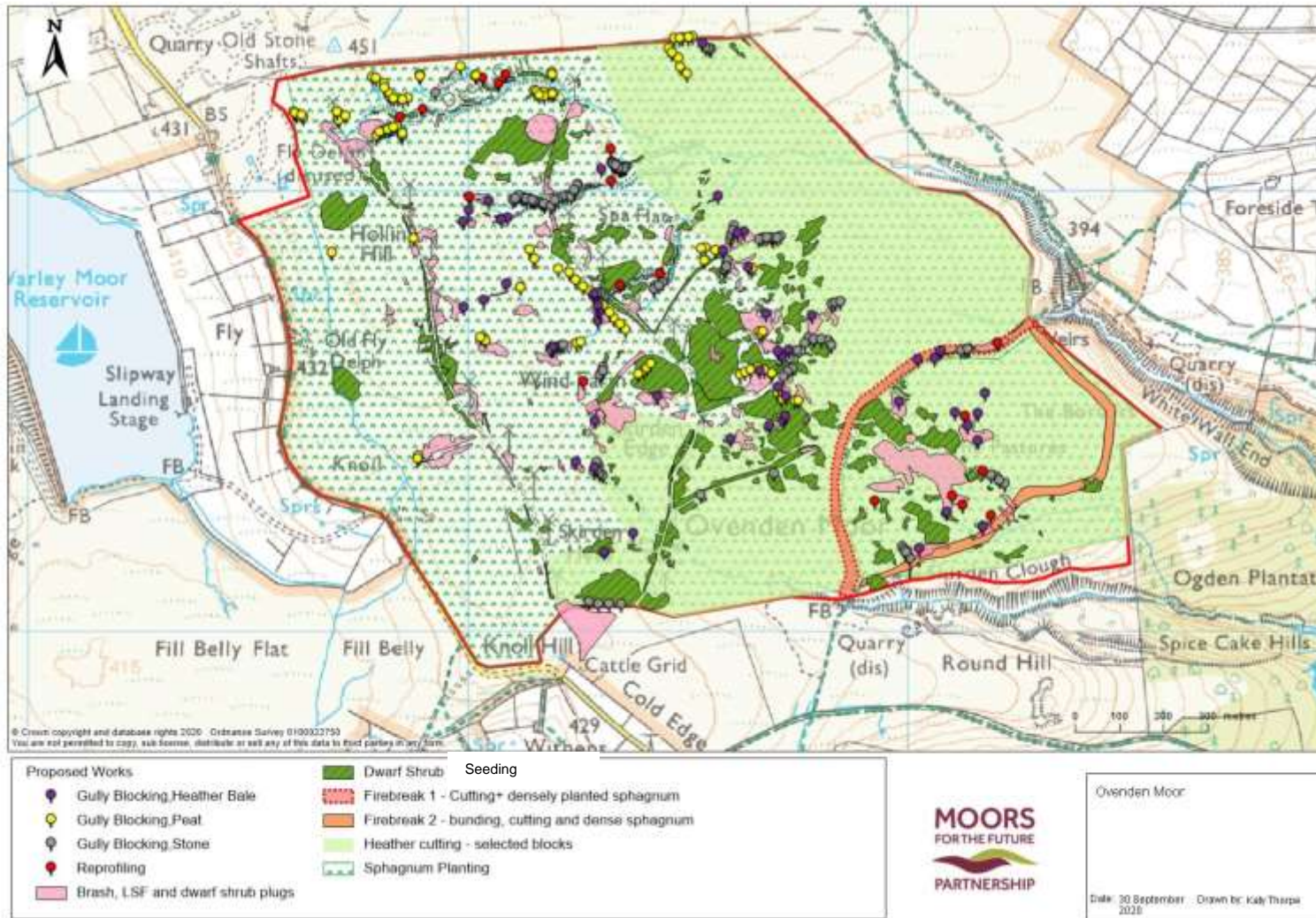
### Map 1 – Site location:



	<p>MOORS FOR THE FUTURE PARTNERSHIP</p> <p>Title: Ovenden Moor Location Map</p> <p>Date: 30 September 2020 Drawn by: Katy Thorpe</p>
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## Map 2 –Capital Works overview



### Map 3 –Heather cutting area





## Map 4 Aerial photograph overview



### **Appendix 3. Plug Plant Care Guidelines**

Upon delivery the Contractor becomes and remains wholly responsible for the maintenance and condition of the plugs

#### **Storage and care of Plugs;**

- Plugs should be kept in a cool, sheltered location with some natural sunlight (not in direct sunlight but also not in the dark)
- Plugs should not be allowed to freeze
- Plugs should be kept moist (whitening of plant branches indicates drying out)
- Plugs should only be watered with rainwater (tap water will kill them)
- Plugs should be stored so they are not getting squashed by the weight of other Plants on top.
- Plugs should be kept out of reach of animals



Photo 1: *Sphagnum* Bundle of 20 Plugs securely wrapped in clear film. *Sphagnum* Bundle is moist and vibrant green



Photo 2: Dwarf Shrub Plugs supplied with a peat base in plant trays.

## **Appendix 4. Sphagnum Plug Planting Guidelines**

Please refer to the '*Sphagnum Plug Care Guidelines*' on information on how to store and transport plugs after delivery.

Sphagnum Plugs will be delivered in Bundles of 20 Sphagnum Plugs wrapped together in one bundle with cling film. A bag will contain 20 x Bundles / 200 Plugs.

***Photo 1: Sphagnum Bundle of 20 Plugs securely wrapped in clear film. The Bundle is moist and vibrant green.***



The bag will show the type of mix of species and name(s) on the bag. This could include:

1. **Moorland Mix** – a mix of 11 species (this is the traditional mix that we plant the most) and includes a broad mix of different types of species including both flush and hummock or chunky species.
2. **Chunky Mix** – a mix of 5 hummock or chunky species (we are trialling this new mix in 2018)
3. **Yorkshire Mix** – a mix 5 species that is mainly hummock or chunky mix, but also includes *S. fallax*.
4. **Single species** – Bags containing 200 plugs of a single species, but with different bags containing different species.



## A General Guide to Planting ALL Sphagnum Plugs Types

This guide should apply to the planting of ALL types of plugs; irrespective of the type of mix (see the following section for a specific guide to the different mixes).

### Planting density

This should be specified by Moors for the Future to the site manager, and **ALL** planters should be aware of the number of plugs that should be planted in an area (e.g. for the MoorLIFE2020 Project we expect approx. 1150 per hectare or 1 plug per 8 meter square). Please note, this is a guide and the distance will vary depending on the suitability of the planting area and should not be a rigid rule.

### What am I looking for?

- Plant in an area that feels wet underfoot. Areas dominated by Heather, Bilberry and Crowberry can be dry, especially on slightly higher ground.
- Preferably, an area with common cotton grass present (a good indicator of a wet area).
- Small, sheltered spaces (micro-habitats) in-between existing vegetation (newly planted plugs require shelter from the drying wind and sun to get established).
- Where there have been cuts in the vegetation – areas that have had either Heather, Cotton grass or Molinia cut prior to planting. These areas can be planted if the conditions covered here apply.



Figure 1: Ideal vegetation cover for *Sphagnum* sp. wet area with cotton grass providing shelter and light to get through.

### What should I avoid?

- Bare peat & peat pans – in contrast to garden plants, *Sphagnum* plugs need shelter from surrounding vegetation to establish, therefore you should never plant in to an area of bare peat, and in peat pans, where the water level regularly changes and sediment can cover the plugs. However, planting into the edges of these areas is acceptable if protected from the sun and wind (therefore the south and western edges can be suitable) and away from any risk of going under water.



Figure 2: Bare Peat and Peat Pans are not appropriate for *Sphagnum* planting





Figure 3: Acceptable to plant in Peat Pans along edges if *Sphagnum* Plugs are protected from sun and wind

- Standing water – only a few species like regular inundation, therefore it is best to avoid planting directly into standing water. The only exception to this is *S. Cuspidatum* (see Single Species Guide below).



Figure 4: Example of Gully block pool - peat dam on left. Dams can be stone, timber, plastic, heather bale or coir log.

- Gullies with regular running water; only plant on the edges.
- Directly behind gully blocks – these areas are regularly under water and sediment can be an issue. Only plant along the edge of the waterline further away from the block.



*Figure 5: Behind gully blocks - only plant along edges of the waterline further away from the block to reduce issues with sediment build-up and raising water levels.*

- Top gully edges where the water table is low; these areas will remain very dry during times of little rain.
- An area that is not too densely vegetated; this can be the case with Hares-tail cotton grass, Heather, Bilberry, Crowberry and Molinia dominated areas, or gullies thick with Common cotton grass where there is very little space in-between the vegetation to plant a plug.



*Figure 6: Areas of thick vegetation unsuitable for planting*



## Planting Method

1. Hold the Bundle the right way up (vivid green capitula on top). Unroll until you get to the first plug. This allows you to look at the size of the plug.
2. Once you have identified a suitable location (micro-habitat), break the surface of the peat and make a hole deep and wide enough to fit in the plug (please note there will be some small variations in size). This can be done using different tools such as a gardener's trowel, dibber, screwdriver or thumb.



*Figure 7: Make a hole deep and wide enough to fit in the plug*

3. Place/push the plug into the hole leaving only the live capitula heads (vivid green, and sometimes, other colours) sticking out of the ground. If too much of the stalks is sticking out, the stems will fall-over with an increased risk of drying out.
4. Pinch or push the peat back to secure the plug into the ground (this is essential to ensure that the plug remains in place).



*Figure 8: Plug in hole with peat pushed in to secure plug in place*

## A Guide to Planting the Different Mixes

1. **Moorland Mix** – a mix of 11 species (this is the traditional mix that we plant the most) and includes a broad mix of different types of species including both flush and hummock or chunky species.

As this is a ‘generalist’ mix, the concept is that no matter where the plug is planted following the guidelines above, one or some of the species present will thrive and grow. This type of mix is ideal for a site with variation in micro-habitats and lacking in any Sphagnum species in general. This is especially the case for large areas of newly revegetated areas of bare peat including a lot of blocked erosion gullies.

2. **Chunky Mix** – a mix of 5 hummock or chunky species (we are trialling this new mix in 2018).

This mix is being targeted for areas that are in unfavourable condition, but are largely vegetated and not heavily eroded by gullyng. These areas are more typical and are more hydrologically intact and therefore may have areas of Sphagnum, in particular flush species already present to a degree in the wetter flushes and gullies. In order to move these areas into more-favourable conditions, diversification is key, and in particular, the introduction of Sphagnum species associated with functioning blanket bogs because of their ability to form peat layers.

It is also worth noting that Natural England are moving towards the type of key Sphagnum species present on site, as opposed to general Sphagnum presence when assessing condition.

3. **Yorkshire Mix** – a mix 5 species that is mainly hummock or chunky mix, but also includes *S. fallax*. This is a mix used by Yorkshire Peat Partnership across their sites. A surplus led us to try out this mix on a handful of MFFP’s restoration sites. As with the Chunky Mix above, these are species more associated with peat forming (but also have *S. fallax* included). It is likely that this will be a one-off for 2018-19 planting.
4. **Single species** – Bags containing 200 plugs of a single species, but with different bags containing different species.
  - i. *Flush species* e.g. *S. fallax* & *fimbriatum* – prefer wetter, flush areas such as gullies.
  - ii. *Hummock or chunky species* e.g. *S. magellanicum*, *papillsum*, *capillifolium* – still required wet areas, but can tolerate the drier tops. Suitable for planting in larger, flatter cotton grass dominated areas.
  - iii. *S. cuspidatum* – this is a species of Sphagnum that thrives in pools and should always be planted or placed in or on the edge of semi-permanent pools such as behind gully blocks (plastic piling or peat dams).

## **Appendix 5. Hazards associated with the works**

This section provides details of hazards and associated health and safety aspects of the design that the Contractor needs to take account of when planning and delivering the Works. Proposals for controlling the residual risks arising from the hazards identified must be included in the Risk Assessments and Method Statements as required prior to commencement of the relevant works.

**The information is not an exhaustive list of all those matters that must be considered and the Contractor is reminded that the duty and responsibility for managing health and safety in the construction phase lies clearly with them.**

**It is the responsibility of the contractor to identify and assess any additional risks involved in carrying out these Works and to provide Method Statements detailing how ALL risks will be controlled prior to the commencement of 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.**

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.

#### **1.6. 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.

#### **1.7. Working – Remote Upland Locations**

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

#### **1.8. 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.

#### **1.9. 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.

#### **1.10. 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 Site.

#### **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.

#### **I.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.

#### **I.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.

#### **I.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.

#### **I.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.

## **Appendix 6 Form of Tender**

See separate Word Document

## **Appendix 7 Tender Questionnaire**

See separate Word Document

## **Appendix 8 Non-collusive tendering certificate**

See separate Word Document