



**Staffordshire
Wildlife Trust**

**Invitation to Tender
for
Cherry Holme River Island Re-instatement**

**Transforming the Trent Valley Living
Floodplains project 01 2020: Cherry Holme River
Island**

Tender Return Date: [4pm 21st November 2019]



TRANSFORMING THE TRENT VALLEY PARTNERSHIP PROJECT BACKGROUND

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

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

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

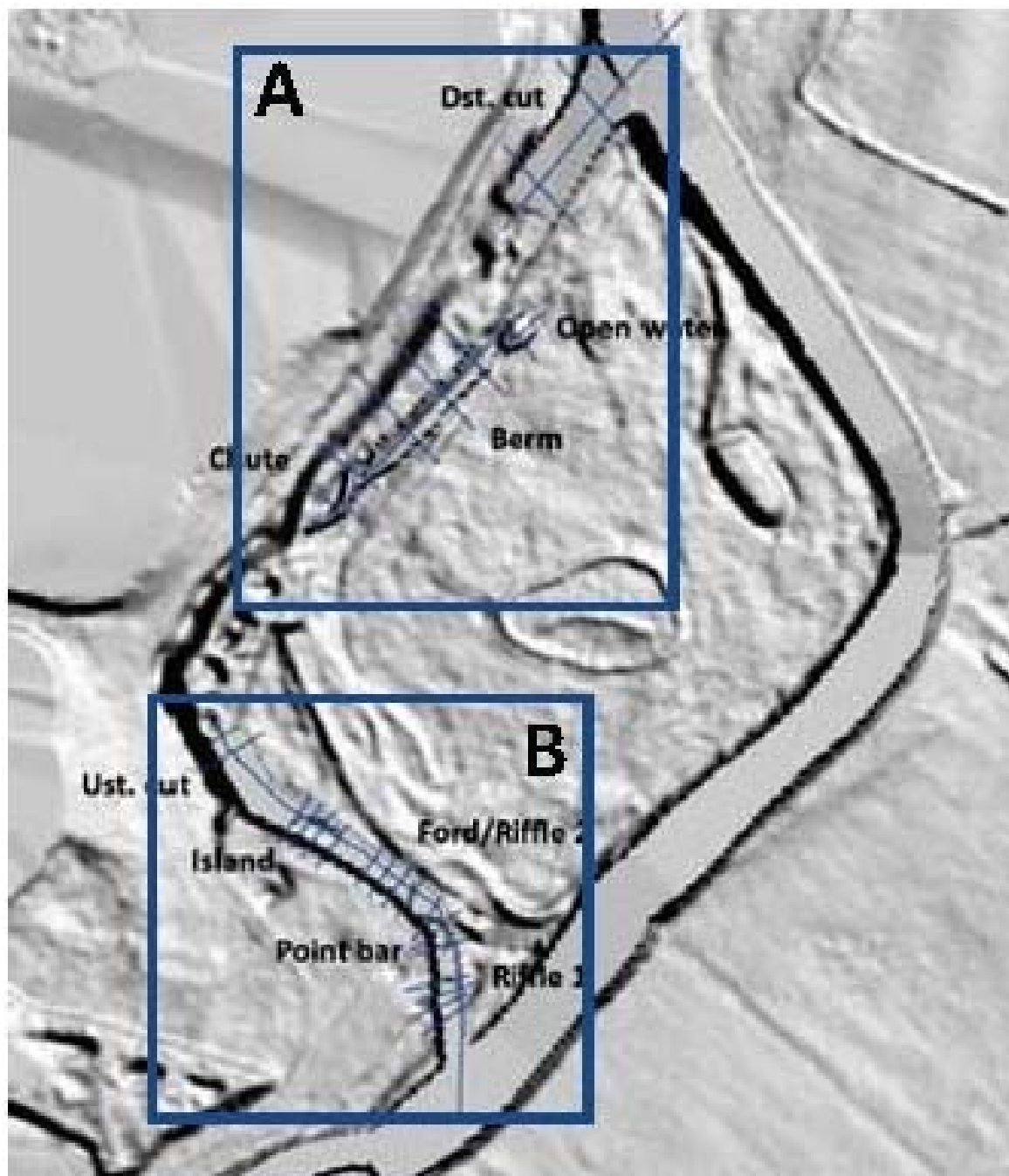
PROJECT BRIEF

This project will deliver river restoration for the Living Floodplains project funded through the National Lottery Heritage Fund, the European Regional Development Fund and through Tarmac.

This river restoration project is to re-instate a 7-hectare river island known as Cherry Holme. This will be delivered through the reconnection of a palaeochannel by excavation of approximately 15,000 cubic metres of former channel (section B in figure 1 below) to re-create a split channel and suitable conditions for wet woodland habitat. Section A of the map in Figure 1 was completed as part of previous works. The excavated soil will be transported to the adjacent lake deposition site to create roughly 0.6 hectares of new reedbed habitat. To create a structurally diverse channel, various habitat features will be

added to the channel profile including a riffle, point bar and island, this will be carried out using live willows and gravels and will help 'divert' flows into the newly excavated channel and to help 'flush' fine sediments from the inlet. Additionally, a ford will need constructing using compacted clay, cobbles and gravels to allow landowner access to Cherry Holme for habitat management (woodland rides, coppicing, etc.).

Figure 1: Proposed channel excavations (section B only).



CONTRACT OBJECTIVES, SPECIFICATIONS & CONDITIONS (SECTION 1)

1. The objective of this contract is to re-instate a 7-hectare river island known as Cherry Holme.
 - a. This project will re-naturalise a section of the River Trent by excavating a new channel that follows the ancient route of the river. This will result in a significant increase in biodiversity.
 - b. This particular project focuses on a stretch of the river on the Staffordshire side of the Catton Hall Estate immediately adjacent to ex-gravel workings that have been turned into lakes. This site is particularly interesting because the ancient route of the River Trent, known as a “paleo-channel” is still evident in satellite images. These images show that prior to the river being straightened there used to be an island known as “Cherry Holme”. This name still appears on maps. The close proximity to lakes excavated through gravel working means there is somewhere for the spoil to be moved to, which will contribute towards the creation of priority reedbed habitat.
 - c. This project has been in development for over 10 years to get to this point. A large portion of the channel has already been constructed through previous grants and this project will see the final excavation of the last stretch of channel and its re-connection to the River Trent (referred to as section B in the detailed design plans appendix 2). Extensive hydrological and geomorphological surveys have been undertaken to create models of how the new channel will affect the river flow. This is especially important as we are just a few miles upstream from Burton upon Trent which has suffered major flooding incidents in recent years. All of the relevant permits are in place for the project to be undertaken in Spring 2020.
 - d. The end result will be a very significant increase in habitat diversity for a multitude of wildlife including fish, invertebrates and birds. UK Priority species which may benefit will include Lapwing, Snipe, Spined Loach, Atlantic Salmon, Grass Snake, Otter, Water Vole and bat species.
2. Timing
 - a. The excavations will be completed by end-March 2020, with channel excavations and the creation of the ford and in-channel features occurring in early 2020 (January – March).
 - b. The excavations cannot start before January 2020.

- c. The excavations must be finished by March 2020 and the reconnection with the river must be completed by the end of September 2020.
- d. These excavation window has been scheduled to be carried out outside of bird nesting season (March – July). This will avoid potential disruption to vulnerable species.
- e. The greater part of the excavations and the construction of the ford will be undertaken prior to the connection of the palaeo-channel to the main river which will take place only after all other works have been completed. Thus avoiding unnecessary soil disturbance and the potential for increased levels of siltation when the river flows within the newly connected channel.
- f. These works are to be completed when ground conditions permit i.e. when ground conditions are not saturated or overly wet.
- g. Work should be planned for completion by end March 2020 with a second window of work permitted between the end of July and end of September 2020 in exceptional circumstances should adverse site conditions prevent delivery completion. This will require agreement with Staffordshire Wildlife Trust.

3. Method

- a. Stage 1 will include the excavation of the historic palaeo-channel, creation of in-channel features (riffles, island and transverse bar) as well as an access ford. It will include the removal of excavated material which will need to be screened for larger gravels to be placed back into the channel to create in-channel features and the remaining excavated material placed in the south-east corner of the adjacent quarry lagoon which will be the base for the formation of new reedbed habitat. Additional gravels provided by Hanson's Aggregates Ltd. which are sized between 40mm and 100mm will also need to be added to the new channel to create stable in-channel features and the ford. Any small scrub or trees removed during the course of the channel excavation should have the extracted wood retained for wood piles and insertion of woody debris within the excavated channel. Stage 1 will take place between mid-January and March 2020.
- b. Stage 2 will be the excavation of the final plug of the former channel to allow water to flow and to complete the re-connection. This will only take place when all other works are complete to ensure minimal flushing of sediment and reduce the likelihood of enhanced levels of siltation. This will take place before the end of March 2020 once the other excavations are complete.
- c. The specifications for the excavation volumes are as follows:

- Excavation of new channel. Approximately 10,200 cubic metres floodplain material excavated.
 - Excavation of inset berm. Approximately 1,000 cubic metres floodplain material excavated.
- d. The specifications for the fill volumes are as follows:
- Creation of riffle habitat using 90 cubic metres of material consisting of the following mix: gravel mix - 60% >60-100mm; 40% 30-60mm.
 - Creation of point bar habitat using 70 cubic metres of material consisting of the following mix: gravel mix - 60% >60-100mm; 40% 30-60mm.
 - Channel infill using 300 cubic metres of material consisting of the excavated channel material.
 - Creation of an access ford using 140 cubic metres of material consisting of the following mix: ford and track material - 60% >100-150mm; 20% 60-100mm; 20% 30-60mm.
 - Creation of an in-channel island using 75 cubic metres of material consisting of the following mix: gravel mix - 60% >60-100mm; 40% 30-60mm.
- e. Following the work completion for each stage the working ground should be repaired to the satisfaction of SWT and the landowners as stated in the SWT standard contract in appendix 1.

4. Work Location and Access

- a. The site is a privately owned river island which is vegetated with woodland, rough grassland and tall ruderal vegetation. The working area is mainly tall ruderal vegetation dominated by nettles and there are mature trees located on the banks of the River Trent where the channel re-entry point is located which will be removed prior to the channel excavation. There is an existing ditch with a small bridge to the north which will not be a part of the excavated area. There is also a pillbox just to the north of the proposed channel which should not be impacted by any of the works as this is a historic feature, some of the excavated material may be used to build up a small protective bank to avoid any potential future impact on the pillbox when water levels are elevated during a flood.
- b. Access to the site will be via the Barton Quarry which is part of Hanson Aggregates landholding. A map showing the proposed route is included in appendix 4. The distance from the agreed vehicular storage area to the site is approximately 2.5 km.
- c. Maps to illustrate the project design are included in appendix 2.
- d. Copies of the detailed design proposals are included in appendix 2 (please refer to section B only) and a table showing cut-fill volumes is detailed within appendix 3. The material will need to be positioned beneath the summer level of the lakes. Gravels used for infill of the

channel features and ford are provided by Hanson's Aggregates Ltd. and will need to be transported approximately 2.5km to the site.

- e. The site is largely comprised of the River Trent floodplain; this area is susceptible to extremely wet conditions especially in winter.
 - Vehicle access to large portions of the site is difficult, and low ground pressure vehicles should be considered a requirement for any vehicle access required.
 - Due to the difficult ground conditions a visit to the site to ascertain specific ground conditions is required.
- f. The site is private but unsecured and potentially accessible by foot from multiple access points. Materials should not be left unattended on site without due consideration for security of and / or damage to materials; any materials left unattended will be at the risk of the contractor. Equipment, tools and vehicles should not remain on site overnight unless appropriate security measures are put in place. Permission has been granted from Hanson's Aggregates to store machinery in the vehicle storage area within the Barton Quarry plant and allow access onto the quarry by appointment only. The quarry plant is securely locked outside of operational hours. Should you wish to use this option to store machinery then this will need to be verified with Hanson's Aggregates prior to the contract award.
- g. In a flood event vehicles should be moved following a flood warning to the Barton quarry plant vehicle storage area (Shown on the map in appendix 4).
- h. The nominated officer will make themselves available to show tenderers around the work site during two time slots:
 - 1. 10am – 4pm 11th November 2019.
 - 2. 10am – 4pm 14th November 2019.

Tenderers should contact the nominated officer to schedule a site visit on 01889 588150 or at n.mott@staffs-wildlife.org.uk. Applicants must attend a site visit as a condition of acceptance of their tender.

5. Quoting

- a. Please endeavour to provide a detailed breakdown of quoted costs including items such as anticipated timescales for delivery, proposed machinery, operator and refuelling costs, pollution management, welfare costs etc.
- b. Cost effectiveness will be considered as part of the tender evaluation, but will not be the primary criteria.

6. Conditions

- a. The Trusts standard contract conditions will be applied to the contract resulting from this tender process (see Appendix 1), and in

addition the following site / task specific conditions will be required under this contract.

- i. No additional conditions required for this site or task.

7. Tender Evaluation Criteria

- a. **'Pass / Fail' Criteria:** The following criteria are required; any tender which does not demonstrate the ability to comply will these requirements will not be considered:
- b. Works delivered within the time frame detailed in Section 1.2.
- c. Ability to comply to all Health & Safety Requirements (see Appendix 1: Standard Contract Terms & Conditions).
- d. Experience of delivering comparable works to a high standard (please provide supporting evidence in the form of references or case studies; previous work undertaken for the Trust (if applicable) will also be taken into account).
- e. Tenders which demonstrate compliance with the above will then be scored based on the following criteria and weighting:

No.	Description	Assessed by:	Weighting :
1	Responses to Technical Questions (see Section 3)	Evaluation of responses by the Nominated Officer and Project Manager.	50%
2.	Experience of working effectively under similar access limitations	Case studies and / or references supplied with Tender. Any work the tenderer may have performed for the Trust previously will be taken into account.	25%
3.	Tender Price	Prices submitted in Tender (see Section 2: Itemised Costs).	25%

ITEMISED COSTS (SECTION 2)

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

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

Materials supply:			
Supply of all materials required for the re-instatement of the river island in accordance with the required specification (see Appendix 3). Please detail below:			
1 It is anticipated that only the gravels for the in-channel features and ford will be the only materials required and these will be supplied by Hanson's Aggregates Ltd.			
2 Dead wood from extracted scrub and small trees around the channel to be retained and keyed back into the excavated channel.			
3			
4			
5			
Transportation onto the works site of gravels to infill the channel features and create the ford approximately 2.5km from Barton Quarry plant.			
Please describe the proposed method of transporting materials onto site including delivery capacity and estimated trips required to transport all material:			
<p>N.B: All phases of the operation should have full method statements and risk assessments (RAMS) provided in addition to any information provided herein.</p>			
Materials provision: Total Cost (Exc VAT)			

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

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

TECHNICAL QUESTIONS (SECTION 3)

Please attach supporting information if required.

1. Please provide a proposed programme of work demonstrating:
 - a) The ability to complete the works before the required completion date.
 - b) The anticipated order and / or schedule of works components.
2. Please detail anticipated staff requirements for the full programme of works.
3. Please describe how the quality of completed works will be ensured. Specific reference should be made to the following as a minimum:
 - a) Type of vehicles / equipment to be used for excavations.
 - b) Method of transfer of gravels to site and machinery proposed.
 - c) Proposed measures to manage health and safety on site.
 - d) Proposed measures to avoid or prevent damage or disturbance to soft ground through repeated vehicle movements, understanding that this site is situated within a floodplain.
 - e) Proposed measures to manage pollution on site.

INSTRUCTIONS FOR SUBMITTING A TENDER

(SECTION 4)

Tenders should be submitted in accordance with the following instructions.

- 1) Invitation to Tender:** The Trust is seeking tenders from suitably experienced and equipped contractors to re-instate Cherry Holme river island through the excavation of an existing palaeo-channel and reconnection to the River Trent.
- 2) Tender Award Process:** Tenders are being invited on an open award procedure.
- 3) Scope:** Tenders are being invited on the basis of undertaking the re-instatement of the river island as set out in the Invitation to Tender. The Trust reserves the right to split the award of the Supply into packages.
- 4) Contract Period:** Tenders are invited to deliver activities between January and March 2020 as set out in section 1.2: Timing.
- 5) Tendering procedure**
 - a) THE DEADLINE FOR RECEIPT OF TENDERS IS THE 4pm Thursday 21st November 2019.**
 - b) No tender received after the specified time on the Tender Return Date shall be considered. Any such tender shall be returned to the Tenderer by the Nominated Officer. Such Tenders may be opened only to ascertain the name and address of the Tenderer.
 - c) The Form of Tender must be signed, where the Tenderer is an individual, by that individual. Where the Tenderer is a partnership, by an authorised partner. Where the Tenderer is a company, by an authorised company representative i.e. a director.
 - d) Tenders should be delivered via email on weekdays between 9am and 5pm and addressed to the Financial Manager as follows:
 - i) Tenders should be sent as an attachment to an e-mail.
 - ii) E-mails should be sent to s.turner@staffs-wildlife.org.uk ONLY – the Nominated Officer should not be included.
 - iii) E-mail subject lines MUST include the Reference: “TENDER RETURN – TTTV LIVING FLOODPLAINS 01 TL012020”.
- 6) Basis of Tender:**
 - a) The Tender shall show the Price for the Supply (and Delivery if applicable) and the VAT separately.
 - b) The Price must include all associated costs for undertaking the full scope of the requested works.
 - c) The value of the Contract, based on the Price supplied will be confirmed in writing prior to the date of Delivery by way of a purchase order.
- 7) Sub-contracting:**
 - a) When submitting its Tender, the Tenderer must notify the Trust of any parts of the Supply that it proposes to sub-contract. Failure to do so may invalidate any such Tender.
 - b) The Trust may require documentation or other evidence of the sub contractor’s relevant experience to undertake the assigned portion of work, and other relevant information.
- 8) Tenderers to visit:** Tenderers are required to visit the works site in order for a tender to be accepted, to do this they must contact the Nominated Officer who can

arrange permission to access the land. CDM arrangements will be discussed during the site visit and confirmed in the contract.

- 9) Tender queries:** Tenderers are advised to study the Tender Documentation and all other documentation provided by the Trust. These documents should be read and their true intent and meaning ascertained before submitting a Tender. Tenderers should seek to clarify any points of doubt or difficulty (including any apparent ambiguities, errors and omissions in the Tender Documentation) with the Trust through its Nominated Officer prior to submitting a Tender. All responses shall be shared with other Tenderers.

10) Errors in completed tenders

- a) The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its Price and Itemised Costs.
- b) Where examination of a Tender reveals arithmetical errors these will be corrected on the basis that the rates entered into the Price and the Itemised Costs are correct and the Tenderer will be afforded the opportunity of confirming the revised totals (in writing) or withdrawing its Tender within 7 days.

11) Sufficiency of Tender

- a) The Tenderer shall be deemed to have undertaken all inspections, examinations and all other enquiries reasonable or necessary in connection with the terms and subject matter of the Tender. The Tenderer acknowledges and confirms that it has the requisite expertise, experience and equipment to perform its obligations under the Contract.
- b) The Trust will not accept and shall not be liable for any claims that are based upon a Contractor's failure to obtain or have due regard for any information necessary to prepare a fully compliant and complete tender.

- 12) Period of Validity:** Tenderers are required to keep their tenders valid for acceptance for the delivery period slot outlined in section 1.2.

13) Tender evaluation

- a) The Trust will conduct a full financial and technical evaluation of all tenders.
- b) An Evaluation Criteria shall be provided in each Tender to identify the evaluation priorities for required supply / works. All tenders will be objectively scored in line with the supplied criteria.
- c) The Trust does not undertake to accept the lowest or any tender/ rates.

14) Award of Contract

- a) The Trust anticipates (but does not guarantee) to award a Contract within 30 working days of accepting a Tender. No reliance should be placed by a Tenderer on this timescale.
- b) The successful Tenderer will be required to promptly execute and return to the Trust the Contract in the form attached. Until execution and completion of the Contract any Purchase Order (which shall incorporate the Tender Documentation) shall constitute a binding contract.

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

- 16) Confidentiality:** All information supplied by the Trust in connection with this Invitation to Tender shall be regarded as confidential by the Tenderer except that such information may be disclosed for the purpose of preparing the Tender.

- 17) Canvassing:** Tenderers face automatic disqualification if they canvass any Member or Officer of the Trust with a view to gaining more favourable consideration of their tender. Tenderers should state whether Members or Officers of the Trust have any direct or indirect interests in their organisation.

FORM OF TENDER (SECTION 5)

(To be completed by the Tenderer)

RELATING TO CHERRY HOLME RIVER ISLAND RE-INSTATEMENT

We offer to undertake works as described in your Invitation to Tender for:

Total Price Exc VAT: []

1. We confirm that we have not communicated and will not communicate to any person under any agreement or arrangement, the amount of this Tender and that the amount of this Tender has not been adjusted under any agreement or arrangement with any person.
2. Having examined the Tender Documentation, we offer to excavate the proposed channel completed to a standard deemed satisfactory to SWT and the landowners for the Total Price set out above and in the Itemised Costs (if any).
3. We undertake to excavate the proposed channel and its reconnection with the River Trent within the time stated in the Invitation to Tender.
4. Unless and until the Agreement is prepared, executed and completed we agree that any Purchase Order (which shall incorporate the Invitation to Tender and the Form of Tender) shall constitute a binding contract between us;
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Name of Contractor:.....

Of:.....

(if a Limited Company, please state address of Registered Office).

The Tender should be submitted by email to s.turner@staffs-wildlife.org.uk (see Section 4 for additional details) by [4pm on the 21st November 2019].

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

Date.....

SUB-CONTRACTORS

- The Tenderer must indicate the names and addresses of those firms to whom he proposes to sub-contract any portion of these excavation works.
- The Tenderer will be responsible for providing copies of all relevant insurance certificates for those sub-contractors listed below.
- All risk assessments and method statements supplied by the Tenderer will be binding upon any sub-contractor.
- No sub-contractors may be used without the written consent of the Trust and compliance with its requirements.
- The Trust reserves the right to reject any proposed sub-contractor.

Sub-contractor Name:	
Sub-contractor Contact Address:	

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

APPENDIX 1: Standard Contract Terms and Conditions Staffordshire Wildlife Trust

Nominated Officer

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

Contractors Obligation

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

Communication

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

Employer Instructions

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

Sub-contracting

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

Environmental Provisions

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

Health and Safety

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

Insurance/Liability

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

Termination

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

from the contractor for breach of contract and any real loss incurred.

Confidentiality

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

Completion period

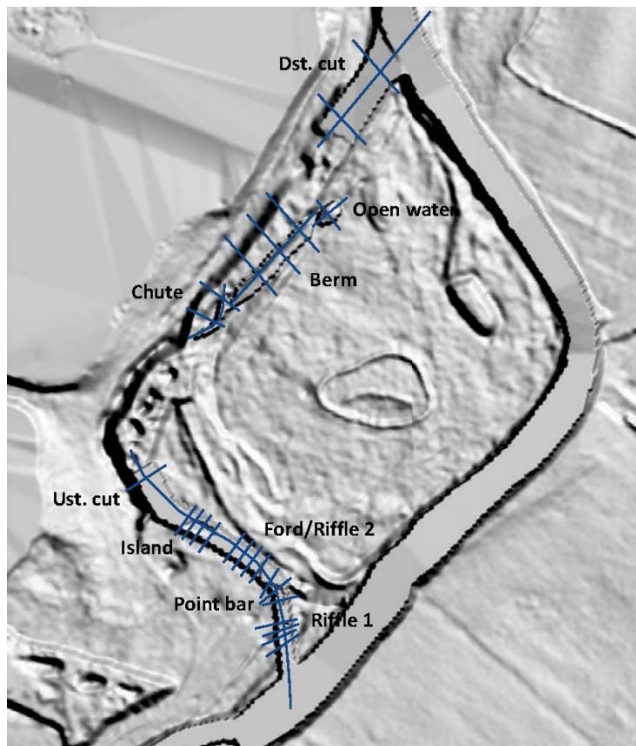
- a) When the works have been completed the contractor shall issue the Trust with a written statement to that effect and completion of the works will be deemed to have taken place on the day named in the statement.

Payment

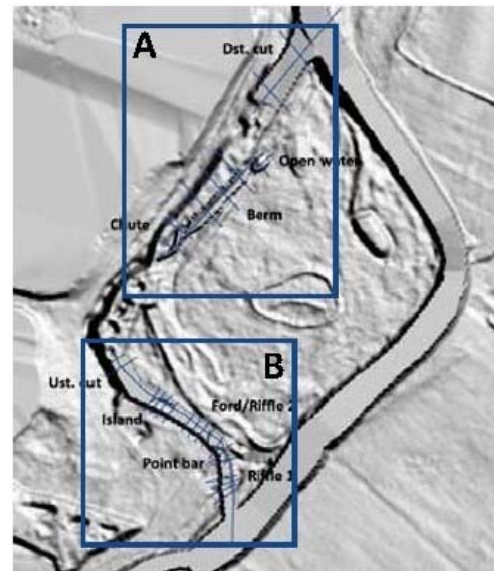
- a) The Trust shall pay the contractor the agreed amount stated in the contractor's statement as specified within 28 days of the date of the statement.

APPENDIX 2: Channel design

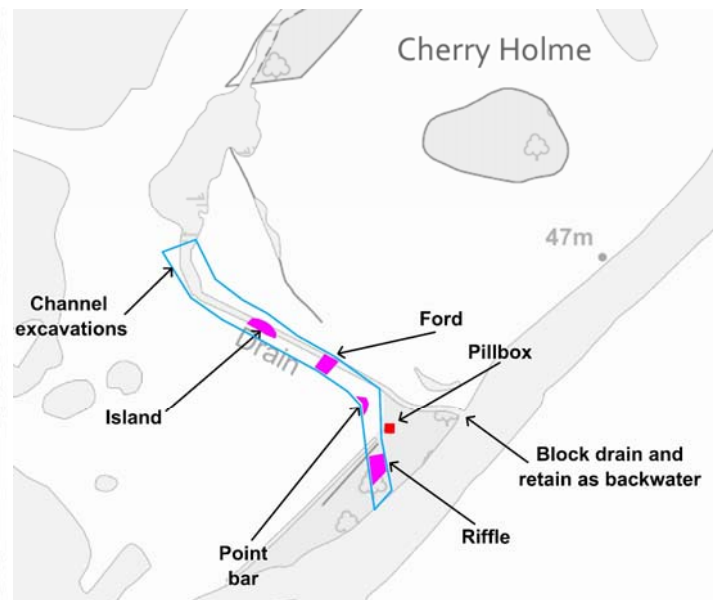
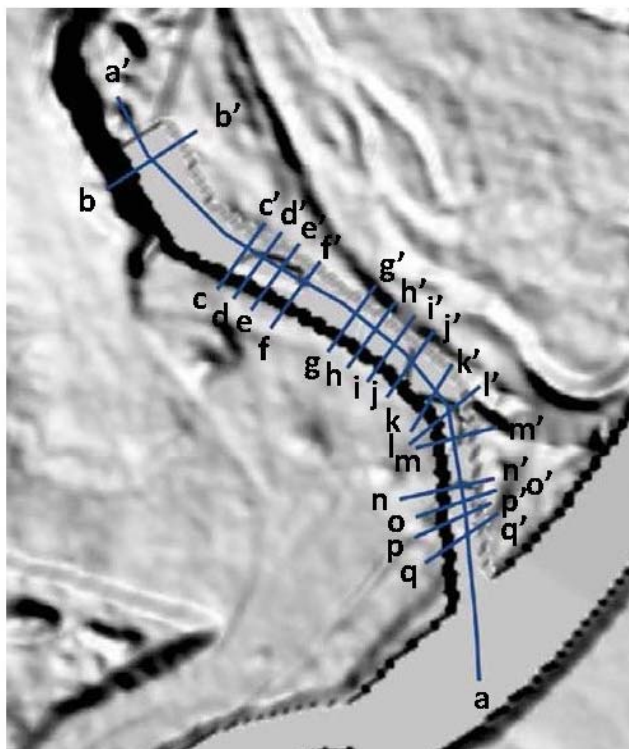
Design overview



Area of excavation (area B)



Illustrative plan



APPENDIX 3: Cut –fill volumes

Table 1: Cut / excavation volumes		
Feature type	Volume (m3)	Material Type
Excavation of new channel	10200	Floodplain material
Inset berm	1000	Floodplain material

Table 2: Fill volumes		
Feature type	Volume (m3)	Material Type
Riffle	90	Gravel mix - 60% >60-100mm; 40% 30-60mm
Point bar	70	Gravel mix - 60% >60-100mm; 40% 30-60mm
Channel infill	300	Excavated channel material
Ford (including track)	140	Ford and track material - 60% >100-150mm; 20% 60-100mm; 20% 30-60mm
Island	75	Gravel mix - 60% >60-100mm; 40% 30-60mm

APPENDIX 4: Access to site

