



## **SPECIFICATIONS, DOCUMENTS & CONDITIONS OF CONTRACT FOR**

### **MFF 80 2019-20 Great Ridge Pathway Works**

**Tender Return Date: 17:00 on 05/07/2019**

#### **CONTENTS**

##### **SECTION 1:**

**PART A: Contract Objectives**

**PART B: Works Specification and Site Information**

**PART C: Detailed Conditions**

**PART D: Itemised Costs (Please return all forms in Part D with your tender)**

##### **SECTION 2: Instructions on Submitting a Tender and Tender Return Checklist**

##### **SECTION 3: Definitions and Standard Conditions**

**Appendix 1: Maps**

**Appendix 2: Photos**

**Appendix 3: Moors for the Future Standard Guidelines for Pathworks**

**Appendix 4: Form of Tender - (please return with your tender)**

**Appendix 5: Tender Questionnaire - (please return with your tender)**

**Appendix 6: Non-Collusive Certificate - (please return with your tender)**

**Appendix 7: Form of Contract**

**PLEASE NOTE THAT THE PEAK DISTRICT NATIONAL PARK AUTHORITY  
HAS A NEW TENDER EVALUATION PROCESS. PLEASE REFER TO SECTION 2  
TO ENSURE THAT YOU SUPPLY ALL THE REQUIRED INFORMATION NOT  
SUPPLYING THE REQUIRED INFORMATION MAY RESULT IN YOUR TENDER  
SCORING LOW DURING THE EVALUATION PROCESS.**

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

### PART A: CONTRACT OBJECTIVES

The objectives of the Works are to:

1. Undertake high quality repair work to the Great Ridge Pathway in the Peak District National Park. The Works are situated on a permissive footpath along the ridge top and encompasses 25m of public bridleway. The Works will involve the following sub-objectives:
  - a. To assist the Authority with the design of the Works, and be involved in the consultation stage of the project.
  - b. To undertake a detailed survey of the routes and produce a detailed Works Specification and bill of quantities for the required repairs following the conclusion of consultation.
  - c. To supply all the required construction materials for the Works and prepare the Materials for aerial load lifting.
  - d. To undertake all required aerial load lifting of the works materials to the Works Site and marshalling of all helicopter operations.
  - e. To undertake and deliver repair Works that provides a sustainable Pathway route with integrated water management, that protects the landscape, limits recreational disturbance and is befitting of the high profile location. **The Pathway must provide an attractive route that is finished to a high quality and is sustainable enough to cope with the high visitor pressure that** is prevalent on this popular route.
  - f. To provide a hard wearing surface using in-situ material that forms a sustainable and aesthetically appropriate **route that integrates well into the landscape, minimizes the visual impact of the Pathway** and ensures the route retains its interest and suitability for specific user groups including walkers.
  - g. The exact amount of funding associated with the Works is still to be confirmed at date of this Invitation to Tender. The total length of the Pathway may shortened if all the anticipated funding is not granted and the value of the contract adjusted accordingly.
  - h. To prevent further erosion of the habitat through:
    - i. Providing effective water management on the Pathway using the topography to best effect to shed water onto the adjacent habitats.
    - ii. Defining and landscaping a definitive route to encourage Pathway users to stay on the path line and away from the habitats.
  - i. Production of and adherence to all health and safety material for the delivery of the Works including; a construction phase plan as required under the CDM 2015

regulations and the provision and maintenance of insurance in accordance with the Standard Conditions to the sum of £10,000,000 (10 million pounds).

- j. Clear communication with the Nominated Officer prior to and during the course of consultation and the Works, including but not limited to; Works scheduling, weekly progress and quality reports, Site access, helicopter availability, personnel availability and Lift Site requirements.

## **PART B: WORKS SPECIFICATION**

### **1. Timing of project delivery:**

- a. The Mend our Mountains (Project) is currently in the early stages.
- b. The Works Period for this contract is proposed to be between autumn 2019 and April 2020.
- c. All Works to be carried out at the direction of the Nominated Officer to coincide with other carefully timed contracts.
- d. The Program of Works will be confirmed with the successful Tenderer at the pre contract meeting.

### **2. Work Site information**

- a. The footpath and 25m of Bridleway are located in the Peak District National Park along the top of the Great Ridge, which is located approximately 1.6km South of Edale and approximately 2km North of Castleton.
- b. The Works being tendered for are situated between Hollins Cross and Loose Hill, and includes 1096 linear metres of Pathway as outlined in **Appendix 1**.
- c. The route itself has a number of steep gradients which can vary from approximately 3 degrees to 15 degrees.
- d. Along the Pathway there are significant sections where the Pathway has been severely eroded down to the bed rock or mineral soil. In addition, there are numerous rock outcrops and sections of loose stones along the route, causing pedestrians to divert from the line of the Pathway.
- e. Due to these obstacles there are many places along the route where there is no longer a defined line and the route consists of several different lines and terraces where pedestrians walk. This has caused the width of the Pathway to spread and damage the environment.
- f. There are also localised wet hollows along the length of the route causing boggy ground and erosions to occur, further impacting on the Pathway.
- g. **Appendix 2** provides photos of the condition of the Great Ridge and the severity of erosion at various sections along this route.
- h. The Tenderer may visit the route on foot prior to submitting a Tender for surveying purposes. Should the Tenderer visit the route the Tenderer must stay on the public right of way.

### **3. Consultation Period**

- a. The same named person from the contractor will be required to attend all the consultation meetings with the Authority prior to the commencement of the Works.
- b. These meetings will involve speaking and consulting with stakeholders and user groups, about the works and assisting the Authority in defining working parameters for the repair works.
- c. The meetings will be held on the footpaths at the Works Sites.
- d. The consultation meetings will assist with defining the working parameters for the Works, which may include but will not be limited to:
  - i. The specific implementation of standard upland pathwork techniques
  - ii. The width of the repaired Pathway line
  - iii. The implementation of any required stone pitched water management features etc.
  - iv. The implementation of the Work with regard to retaining interest features for user groups
- e. The Contractor should be able to provide specialist advice on upland path repair techniques, whilst taking into consideration the outcomes of the interested stakeholders and user groups.
- f. The consultation period will assist with defining the working parameters for the Project that will be taken forward to the Works Specification stage and form part of the final Price for the Works and Target Completion Date.
- g. The Authority anticipates that up to 4 meetings or site visits may be required of the Contractor, during the consultation period, which may last several weeks.
- h. The Nominated Officer will determine the working parameters for the Contract following the consultation period.

### **4. Production of a Works Specification & bill of quantities**

- a. Following the consultation period the Contractor will be required to undertake a detailed survey and produce a Works Specification for the Works.
- b. The Works Specification should feature a detailed itemisation of costs with descriptions of the Works to be undertaken. The location of each item of work in the Works Specification must also be clearly identifiable along the route of the Pathway.
- c. The working parameters established during the consultation period must be adhered to in the finalisation of the Works Specification.
- d. The Works Specification must detail:
  - i. The exact construction methods and techniques used to complete the repair of the Pathway.
  - ii. The meterage, distances and locations where each construction method and technique is to be used.
  - iii. The locations where excavation for aggregate material are to occur.
  - iv. A detailed plan with locations and meterage for constructing drainage ditches.
  - v. A detailed plan with locations and quantities for constructing any and all contour drains.
  - vi. A detailed plan of the landscaping, revegetation and stabilisation work required through each section of the route.
  - vii. A detailed plan of the exact route of the Pathway line and its width.

- viii. A detailed plan of the extent and nature of the regrading and restoration work required to repair the Pathway surface

## **5. Supply of construction materials**

- a. The Contractor will be responsible for supplying all required construction materials for both the Pathway construction Works and the landscaping works.
- b. This may include but is not limited to, pitching stone, flagstones and aggregate top dressing stone.
- c. The Contractor will be responsible for taking deliveries of materials to the Lift Site.
- d. The Contractor will be expected to use any suitable sized in-situ stone within the area of Works.
- e. Stone which is suitable for top dressing of aggregate path (e.g. Gritstone) will be graded 25mm to dust, **and must fit in with the character of the landscape**. Any choice of stone used must be approved by the nominated officer prior to use.
- f. Stone (Gritstone) which is used for the base material will be graded from 75mm – 25mm **and must fit in with the character of the landscape**. Any choice of stone used must be approved by the nominated officer prior to use.
- g. Stone which is of a suitable size for a flag stone path will be to the following dimensions:  
minimum length/width 750mm  
Minimum depth 75mm
- h. Stone which is of a suitable size for pitching, drains and revetments will be to the following dimensions:-  
Minimum depth of 150mm on any face  
Maximum depth of 500mm on any face
- i. The estimated quantities of Materials to be required, are outlined below
  - i. Supply of pitching stone – approximately 205 tonnes or approximately the equivalent of 202m
  - ii. Supply of flag stones – approximately 403 linear metres
  - iii. Supply of aggregate for top dressing stone – approximately 30 tonnes or approximately 323m
  - iv. Supply of base material for aggregate path – approximately 145 tonnes or approximately 323m

## **6. Aerial load lifting of Materials to Works Site**

- a. The Contractor will be responsible for all aerial load lifting required by the Works.
- b. The Contractor will be responsible for providing all required load lifting equipment as well as preparing the Materials for load lifting.
- c. The Contractor will be responsible for all helicopter marshalling required by the Works, including marshalling of Material drops and members of the public during all aerial works.
- d. The Lift Site for the Works may vary. However, the location for the purposes of tendering and the proposed Works are detailed in the location map in Appendix 1.

## **7. Construction methods and techniques for the repair works**

- a. The exact construction methods, techniques and work required to complete the repair of the Pathway are to be determined following the consultation period and shall inform the Specification:

- i. Construction methods will be confirmed with the Contractor following the consultation period;
  - ii. Exact quantities of Works are will be determined by the Specification **but have been estimated**, see **Part B clause 8** below, for the purposes of this Invitation to Tender.
- b.** The Authority anticipates that the repair Works will require the use of a low ground pressure 360 tracked excavator to undertake upland path construction techniques such as:
- i. **Re-grading and Restoration of the Existing Pathway Surface** – Work is undertaken to reduce the eroded width of the Pathway and define its alignment. This is done through the shaping and regrading of the existing surface material, compaction of loose stone, closing of braids, and defining the edges of the Pathway through material movement. The restored Pathway line is to be formed using the existing surface mineral soil, and where appropriate the top surface must incorporate any in situ large stones.
  - ii. **Landscaping, Revegetation and Stabilisation** – landscaping, revegetating and stabilising Pathway edges and ditch sides, eroded areas immediately adjacent to and away from the Pathway edge (average of 2 metres in width), slopes below the Pathway edge and at Pathway direction changes, lateral, gullied, eroded, braided or trampled Pathways and all other areas which may be used as off Pathway routes. All landscaping must blend naturally with the surrounding area, and promote vegetation recovery and growth, stabilise slope erosion and vegetation loss, prevent further soil wash off and erosion, contain use on the restored Pathway, and deter use of areas off the restored Pathway. All turf transplanting must blend naturally with existing ground profiles and vegetation cover.
  - iii. **Contour Drains** - Using in situ mineral soil construct cross Pathway contour drains. The position and alignment of the contour drains must be to shed downhill water run off away from the Pathway to the naturally draining side slope. The contour drains are to be formed by regrading and building up the natural mineral soil.
  - iv. **Drainage Ditches** – Constructing turf lined drainage ditches where necessary and according to the water shedding nature of the surrounding ground and naturally draining slope. Turf lined drainage ditches will be required to intercept and disperse footpath and uphill slope drainage away from the area of the Pathway. They will be cut as inflow and outflow side ditches to effectively collect and disperse water flow by contour drains, or as lateral ditches to intercept uphill side slope water run off onto the Pathway, or to collect and disperse crossfall drainage from the Pathway.
  - v. **Aggregate path** – Using imported aggregate stone base construct an aggregate Pathway. The construction depth of the Pathway should be to an average of 300mm, with 250mm forming the base layer and 50mm comprising the top dressing. The construction width of the Pathway should be to an average of 1200mm. The Pathway tray required for the construction depth should have a levelled and compacted mineral or organic soil base, formed by excavating a

trench along the line of the Pathway, to a variable width. The top dressing must be spread and compacted, to provide a sound path surface. The finished compacted Pathway surface should be no lower than the adjoining ground, with a draining camber or crossfall to shed water off the Pathway surface to lower ground on either side of the Pathway, to lateral ditches or to the naturally draining side slope as appropriate to the surrounding ground levels. All existing vegetation and top soil excavated during Pathway tray and ditch excavation should be carefully excavated, spread and bedded in along the finished Pathway edges to contain, stabilise, revegetate and provide a natural edge to the Pathway, or moved and used for landscaping.

- vi. **Flag Stone Path** - Using reclaimed stone flags to construct a stone flag path over specified lengths. The flags should be laid to ensure that the finished Pathway surface is level with adjoining ground, according to the existing ground profile, and to prevent water channelling and scouring along the flag Pathway edge or pooling on the Pathway surface.
  - vii. **Stone pitched Water Bars** - Using suitable sized random block stone construct water bars. The position and alignment of the water bar must be to shed downhill path water run off away from the Pathway to the naturally draining downhill slope. The angle of the water bar to the Pathway should be between 20° and 45° depending on the Pathway gradient and surrounding ground levels, but to provide a minimum downhill draining gradient in the drain channel of 5°. The water bar construction should extend to 500mm minimum on the outfall Pathway side and 300mm on the inflow Pathway side, in order to prevent erosion and water scour of the Pathway edge, with extending drain channel stones on the outflow side. The outflow channel should be further extended with a large splash plate stone to prevent edge erosion.
  - viii. **Top dressing stone** – using imported aggregate stone (25mm – dust) apply top dressing stone to the surface of a constructed aggregate Pathway. Compact with whacker plate.
- c. **All of the above techniques must be undertaken and finished to a high quality.**
- d. **Appendix 3** sets out Moors for the Future's guideline for pathworks which should be adhered to at all times. Any variation requires the Nominated Officer's prior approval.

## 8. Approximate Works quantities

- a. Exact quantities of Works cannot be confirmed at this time.
- b. The Authority estimates the quantities of Works to be required, as outlined below:
  - i. Construction of aggregate path, – 323 linear metres or 30 tonnes of top dressing and 145 tonnes of base material
  - ii. Construction of pitched footpath – 179 linear meters
  - iii. Construction of pitched anchor bars – 23 linear meters
  - iv. Construction of stone flag path – 403 linear meters
  - v. Path side landscaping and associated drainage, - 350 linear meters

## 9. Access to the Work Sites and tracking of Machinery to Works Sites

- a. All tenderers should tender on the basis of the lift site located in the map at appendix 1. Please note that the lift site maybe subject to change. The contractor will be made aware of any changes to the lift site if they occur.
- b. The Contractor is responsible for the tracking of all Machinery and Equipment to the Work Site.
- c. There is no public vehicular access to the Works Site. Access for Contractor Machinery, Equipment and staff will need to access the Works Site only by the agreed Access Tracks.
- d. Exact routes of Access Tracks cannot be confirmed at this time.
- e. The Contractor should expect to track Machinery and Equipment several kilometres to reach the Work Sites.
- f. Contractors should expect to cross waterlogged areas, small gullies and stream channels to reach the Work Areas
- g. The Contractor must be expected to track across grassland and ensure that all reasonable effects are made to stop any damage to the sites (e.g. use of bog mats if appropriate)
- h. The Nominated Officer must be informed at least 1 week prior to the delivery of Machinery and Equipment to the Works Site to inform stakeholders.
- i. All Equipment employed by the Contractor will be strictly low ground pressure tracked vehicles.
- j. The Contractor will detail in their Method Statements the means for dealing with excessively wet and boggy ground when operating Machinery at the Works Sites. At the time of this Invitation to Tender it is not possible to determine the exact ground conditions at the Works Site. If the Nominated Officer determines that access to Work Sites requires additional means to those set out in the method statement, the method and costs associated with this will be agreed in advance with the contractor and shall be treated as a contract variation.
- k. The Contractor will provide a Method Statement with their Tender return detailing their proposed method for tracking Machinery and Equipment to and from the Works Sites.
- l. The Nominated Officer may provide an 'Ecological Watching Brief' during tracking activities. The Contractor shall comply (and ensure that any sub-contractor complies) with the requirements and conditions of the Brief.**
- m. Fence sections and stiles and gates that have been cut or removed to gain access should be replaced with an appropriate length of new wire and posts and a new gate if necessary.
- n. The Contractor must have GPS systems on their Machinery and persons capable of displaying GIS information provided by the Authority.
- o. The Contractor shall ensure that suitably experienced machine operators will at all times be used to complete the Works to the Authority's satisfaction.
- p. Turves lifted by the turning and movement of tracked and / or wheeled machinery must be replaced and distributed to cover the damaged area.
- q. 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.
- r. The Works Site must be returned to as close to pre-works condition as soon as practically possible after the Works Completion Date for the Pathway and to the satisfaction of the Nominated Officer.
- s. If the Contractor fails to reinstate the Works Site as required to the satisfaction of the Nominated Officer, the Authority reserves the right, after having given prior



notice to the Contractor, to reinstate the Works Site at the cost of the Contractor, payable on demand.

- t. Any Equipment bogged-down must be removed at the earliest opportunity at the Contractor's expense and any damage caused is to be rectified to a standard set down by the Nominated Officer.

## **10. Production of construction phase plan and managing health and safety during the Works**

- a. The Works are subject to the CDM regulations 2015.
- b. The Contractor will be responsible for managing health and safety during the Works as the Principle Contractor.
- c. The Authority will provide the Contractor with a Pre-Construction Health and Safety Plan prior to the commencement of the Works.
- d. The Contractor must provide the Authority with a Construction Phase Plan prior to the commencement of the Works.
- e. The Construction Phase Plan must be provided to the Authority in the form of a single comprehensive document by email.
- f. Please see **Section 1 Part C** for detailed conditions regarding CDM 2015.

## **PART C: DETAILED CONDITIONS**

### **1. PROGRAMME OF WORKS**

- a. The Contractor must adhere to the Programme of Works. It is essential that the Works are carried out in accordance with the Programme of Works and are completed by the Target Completion Date set out in the Programme of Works for the Pathway and set out in the Contract. Any delay may also have an impact on other Authority projects and contracts. In the event that the Contractor is in breach of this provision the Authority reserves the right to treat such breach as an actionable breach for the purposes of **Section 1 Part C Clause 6** (Liquidated Damages).
- b. The Contractor shall carry out the Works on particular Works Sites in the order notified to the Contractor by the Nominated Officer ("the Works Sites Schedule"). The Works Site Schedule is not confirmed at this time and may not be in a logical geographical order. The Works Sites Schedule shall be determined by the Nominated Officer having due regard to landowner consents, shooting dates and other constraints and shall be notified to the Contractor by the Nominated Officer at the pre-contract meeting.
- c. The Programme of Works (including the Works Sites Schedule) will be notified to the Tenderer at the pre contract meeting and shall form part of the Contract.
- d. The Authority may vary such Works Sites Schedules on notice to the Contractor. If such variation occurs at any time during the Contract Period the Authority shall use reasonable endeavours to give the Contractor at least 72 hours prior notice. Any such variation shall not be treated as a Contract Variation.
- e. Anticipated timeline for delivery of Works:
  - i. Consultation period – July 2019 to August 2019
  - ii. Works delivery period – September 2019 – April 2020

### **2. ENVIRONMENTAL REQUIREMENTS**

- a. All Works to be undertaken by the Contractor must comply with the codes of practice for Operations on, Water Catchment Land, Environment Agency

Regulations, Regulations issued by Dept. Of Environment, DEFRA and all current Health and Safety Regulations.

- b. The Contractor shall not damage or permit damage of any areas allocated for Works Site or Access Tracks. In the event of any damage, the Contractor shall procure that the same is reinstated to the absolute satisfaction of the Nominated Officer within 1 month of the final invoice date or by the Works Completion Date, whichever is soonest.
- c. The Contractor is restricted to the specified storage areas notified to it by the Nominated Officer for the unloading, loading of Materials, parking of vehicles, and storage of Materials, fuels and oils.
- d. Machinery and Equipment movement on the Work 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.
- e. Fuels may be stored at the Work Sites with the prior consent of the Nominated Officer but must be stored in a suitable, secure container and 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.
- f. The Contractor shall ensure that it has at all times on the Sites spill kits for fuel specified in its Method Statements and shall immediately use the same in the event of such spillage in accordance with manufacturer's instructions.
- g. The sites are unsecured and must remain open to the public at all times. They should therefore be kept clear of debris and be left in a safe condition.
- h. Removal of Waste Materials and any other Materials from the Access Tracks and Work Sites shall remain the responsibility of the Contractor. Removal of Machinery and Equipment from the Access Tracks and Work Sites shall remain the responsibility of the Contractor and shall be undertaken before the end of the Contract Period (or as required by the Nominated Officer) and at the Contractor's cost..
- i. The Works Sites are unsecured with access to the public. Equipment and Machinery and Tools may be left unattended or remain on the Works Site overnight at the Contractor's own risk, but only in locations to be agreed with the Nominated Officer.
- j. All Machinery and equipment 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.

### **3. HEALTH AND SAFETY: PRINCIPLE CONTRACTOR**

- a. The Works are subject to the CDM Regulations 2015 and are notifiable.
- b. The Authority will nominate the Principle Contractor.
- c. The Principle Contractor will be responsible for managing Health and Safety during the course of the Contract.
- d. The Authority will provide the Principle Contractor with a Pre-Construction Health and Safety Plan prior to commencement of the Works.
- e. The Principle Contractor must provide the Authority with a Construction Phase Plan prior to commencement of the Works.
  - i. The Construction Phase Plan must be provided to the Authority in the form of a single comprehensive document by email, or by such other means as agreed with the Nominated Officer.
  - ii. The Construction Phase Plan must include site- and task-specific Risk Assessments and Method Statements, all relevant Material Safety Data sheets and COSHH Assessments.
  - iii. It is the responsibility of the Principle Contractor to identify all potential hazards associated with the Works and provide Risk Assessments and Method Statements for the mitigation of these within the

Construction Phase Plan. The information provided to the Principle Contractor by the Authority within the Pre-Construction Health and Safety Plan should not be treated as exhaustive or definitive.

- iv. Hazards should be considered in terms of the Site(s) and any other locations utilised during the delivery of the Works. Works(s) and operations and activities undertaken when delivering the Works and the potential impacts of these on the Site(s) and the users. Users, any and all individuals, groups, organisations and companies that may have reason to visit the Site(s) on which the Work(s) are being undertaken.
- f. Prior to commencing any Works, the Principle Contractor will submit any alterations to the Construction Phase Plan that may be necessary, for the approval of the Nominated Officer. The Principle Contractor's Construction Phase Plan will be subject to the Nominated Officers approval, prior to the Works Commencement Date.
- g. The Contractor is to provide his own welfare facilities for the duration of the Works.

#### **4. HEALTH AND SAFETY: ALL CONTRACTORS (INCLUDING THE PRINCIPLE CONTRACTOR)**

- a. Method Statements supplied with the Tender will need to be approved by the Nominated Officer. Method statements should include operational risks assessments, copies of which are to be submitted with this Tender. Failure to submit Method Statements and Risk Assessments may result in the disqualification of the Tender.
- b. No later than 28 days prior to the Works Commencement Date, each Contractor must supply to the Principle Contractor:
  - i. Copies of Site Risk Assessments for all the Sites identified in the Location Maps.
  - ii. Material Safety Data sheets, if required.
  - iii. A copy of his Health and Safety Policy which is issued to his employees.
- c. The Contractor(s) will be responsible for complying with the Construction Phase Plan during the course of the Contract.
- d. Prior to commencing any Works, the Contractor(s) will submit any alterations to the Method Statements that may be necessary, for the approval of the Principle Contractor.
- e. Each Contractor is to provide his own welfare facilities for the duration of the Works unless agreed otherwise with the Principle Contractor.
- f. Potential Hazards Associated with the Works
  - i. The Contractor should identify all potential hazards associated with the Works and provide risk assessments and Method Statements for the mitigation of these with the Tender Return.
  - ii. Once the site(s) are known and contracts awarded, site-specific Method Statements must be provided to the Principle Contractor. Hazards should be considered in terms of the Site(s) and any other locations utilised during the delivery of the Works. Works(s) and operations and activities undertaken when delivering the Works and the potential impacts of these on the Site(s) and the users. Users, any and all individuals, groups, organisations and companies that may have reason to visit the Site(s) on which the Work(s) are being undertaken.

#### **5. RESTRICTED DATES**

- a. Works may be restricted (or prohibited) on the instructions of the Nominated Officer on the Restricted Dates.

- b. The Contractor will be informed of the Restricted Dates at the pre contract meeting.
- c. No Works are permitted on the Restricted Dates strictly in accordance with the instructions of the Nominated Officer. Any breach of this Clause shall be treated as a material breach and the Contractor shall be liable for any Liquidated Damages. The Authority reserves the right to terminate or suspend of the Contract in such circumstances.
- d. Cessation of Works on a Restricted Date shall not be treated as a Contract Variation.

## 6. LIQUIDATED DAMAGES

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

## 7. DEFECTS LIABILITY

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

## 8. MATERIALS

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

## 9. INSURANCE

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

## 10. Weekly LOG

- a. The Contractor must provide the Nominated Officer with a Weekly Log of the Works that contain information on each seven day period of the Works Period (even if no Works are carried out on a day). The Weekly Log shall contain:
  - i. the name of the relevant Works Site;
  - ii. Photographs of the work undertaken
  - iii. the reason for any inactivity on any day during the seven day period; and
  - iv. brief summaries of any Accidents, Incidents, Near Misses, Unsafe Acts or any event reportable under RIDDOR (and defined therein).
  - v. GPS points of the work undertaken.

- b. The Nominated Officer shall provide the Contractor with a suitable template for the Weekly Log. The Contractor may use their own format, with the prior approval of the Nominated Officer.

## **11. SITE FOREMAN**

- a. The Contractor shall ensure that a dedicated Foreman is assigned to assist the Authority in the production of the initial and final Works Specifications for the repair of the Bridleway and that the Foreman will also be available during the stakeholder consultation process. The Contractor shall ensure that the 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 before the Works Commencement Date. The Contractor shall not change the Foreman without the prior approval of the Nominated Officer
- b. The Authority expects the Site Foreman to be responsible for the quality of the delivery of the Contract.
- c. The Authority may check the quality of the Pathway repair work at the Works Site. If the quality of the work does not conform to the Specification then the cost of any subsequent Site visits made by the Authority in order to rectify / monitor quality issues will be the responsibility of the Contractor. Such additional Site visits will be charged to the Contractor at a rate reflecting the reasonable costs incurred by the Authority.

## **12. EQUIPMENT**

- a. Powered Equipment and Machinery that the Contractor intends to use during the Works Period shall consist only of what has been agreed in advance by the Nominated Officer. No other powered Equipment or Machinery of any nature (including vehicles) are permitted to be used during the Works.

## **13. OTHER CONTRACTS**

- a. This contract forms part of a larger works programme for the delivery of the Project. The Contractor shall comply with the reasonable requests of the Nominated Officer regarding the co-ordination of the delivery of these contracts.

## **14. SERVICES**

- a. The Contractor shall carry out enquires of Landowners and tenants and Users and all other relevant surveys and enquiries to establish the existence and location of any service supplies (being electricity, gas, water, telecommunications or otherwise) at the Works Sites.
- b. If during the course of the Works, the Contractor discovers any pipe or line or service apparatus relating to any such service it shall immediately notify the Nominated Officer and shall immediately (1) cease the Works until the extent of the supply has been established and (2) comply with all requirements of the Nominated Officer regarding such supply. Any additional works that result from this shall be allowed as a contract variation.

## **15. COMMUNICATIONS AND MARKETING**

- a. Any Works for the Authority may be included in promotional material released by the Authority.
- b. By accepting an Authority Purchase Order, the Contractor is consenting to use their company image, branding and equipment for the use of publicity and marketing by the Authority.

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

## **16. AIRLIFTING OF MATERIALS**

- a. Transport of Materials between Lift Sites and Works Sites may be undertaken by aerial load lifting. This section covers the requirement for underslung load Works.
- b. The lift site may vary to that specified within Appendix 1.
- c. The Contractor will be responsible for identifying a safe method of aurally 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.
- d. The Contractor will be responsible for marshalling all drop locations and marshalling members of the public. This may be done in collaboration with another contractor with the Nominated Officer's prior approval e.g. brash spreading contractors.
- e. It is the Contractor's responsibility to ensure that any airlifting equipment used to aurally transport loads is suitable and safe.
- f. The Contractor will fasten and secure all airlifting equipment required to aurally transport the loads between Sites to the loads.
- g. 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).
- h. Materials may vary greatly in in weight. The Contractor should account for this selecting a machine for lifting capacity.
- i. The Contractor may need to aurally load lift Materials around on a given Works Site.
- j. The Contractor may need to aurally load lift Waste Materials from a given Works Site to a given Lift Site.
- k. The Contractor will detail in their RAMS the means and methodology for Aerial Transport of the Materials and Marshalling of the Lift/Works Sites. 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).
- l. In any event any loads deemed by the Contractor or Nominated Officer not suitable for aerial transportation (on grounds of safety or otherwise) must not be aurally transported. The Contractor remains responsible at all times for any Aerial Works.
- m. The Authority requires a GPS record of all individual loads delivered to a Works Site.

## **17. Removal of Waste**

- a. The Contractor is responsible for the removal of all Waste Materials from the Works Sites.

## 18. Traffic Management

- a. The Contractor must inspect the Lift Site and decide if Traffic Management will be required to airlift any Materials safely near public roads.
- b. The Contractor will be responsible for organising and implementing a traffic management plan, as required, for the Works.
- c. Section on Site Information details Lift Sites, which may require traffic management.
- d. Traffic Management Services will provide all equipment, signage and operator necessary to operate services including but not limited to temporary traffic light signals.

## PART D: ITEMISED COSTS

Please complete all tables in the following section.

### 1. Contractual Requirements General Items and Preliminaries

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

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

## 2. Consultation Meetings and Works Specification

Please complete the table below outlining the Tenderers costs associated with attending consultation meetings as part of the works, and producing the works specification

	Consultation Meetings and Works Specification	Unit	Quantity	Rate per unit (£'s ex. VAT)	Total Cost (ex. VAT) (£'s)
<b>2</b>	Consultation meetings with PDNPA, stakeholders and user groups	<b>Day (8hrs)</b>	<b>4</b>		
<b>2.1</b>	Production of detailed works specification – Great Ridge (1096 linear metres of works)	Item	<b>1</b>		
<b>2.2</b>	Provide weekly update reports on the progress of onsite works, including photographs and GPS of works completed	Item	<b>1</b>		
	Total carried forward to collection			<b>Total</b>	



### 3. Supply and delivery of construction materials for the Works, and preparation of materials for aerial load lifting.

Please complete the table below outlining the Tenderers costs associated with supply and delivery of construction materials for the works. Costs must include preparation of the materials for aerial load lifting specification. Please note that the quantities below are indicative and not definitive.

Item	Supply & Delivery of Materials to the Lift Site	Unit	Quantity	Rate	Cost £'s (Ex VAT)
<b>2</b>	Supply & delivery of approximately 403m of Gritstone Flagstones for an average of 1.2m width Pathway, and preparation for airlifting	Linear Metre	<b>403</b>		
<b>2.1</b>	Supply & delivery of 205 tonnes of Gritstone Pitching Stone to cover 202m, including water bars, Pathway at an average width of 1.2m, and preparation for airlifting	Tonne	<b>205</b>		
<b>2.2</b>	Supply & delivery of 30 tonnes of imported top dressing grit stone to cover 323m Pathway at average width1.2m, including preparation for airlifting	Tonne	<b>30</b>		
<b>2.3</b>	Supply & delivery of 145 tonnes of imported grit stone base material to cover 323m Pathway at average width1.2m, including preparation for airlifting	Tonne	<b>145</b>		
			<b>Totals carried forward to collection</b>		

#### 4. Airlifting of materials to the works sites.

Please complete the table below outlining the Tenderers costs for aerial load lifting of all materials to the works sites. Costs should include all location fees, all equipment required and all marshalling required.

Item	Airlifting of all Materials to Works Sites	Unit	Quantity	Rate	Cost £'s (Ex VAT)
4	Helicopter Location fee	Item	1		
4.1	Airlifting approximately <b>403m liner meters of flagstones</b> to <b>Great Ridge</b> Works Site (including all airlifting equipment and all required marshalling)	Item	1		
4.2	Airlifting approximately <b>205 tonnes of pitching stone</b> to <b>Great Ridge</b> Works Site (including all airlifting equipment and all required marshalling)	Item	1		
4.3	Airlifting of <b>30 tonnes of imported top</b> dressing for aggregate Pathway to <b>Great Ridge</b> Works Site (including all airlifting equipment and all required marshalling)	Item	1		
4.4	Airlifting of <b>145 tonnes of imported base material</b> for aggregate Pathway to Great Ridge Works Site (including all airlifting equipment and all required marshalling)	Item	1		
			Totals carried forward to collection		



## 5. Construction of Flagstone Pathway

Please complete the table below outlining the Tenderers costs for the construction of a flagstone Pathway and clapper bridges

Item	Construction of Flagstone Pathway	Unit	Quantity	Rate	Total Cost £'s (Ex VAT)
5	Construction of approximately 403m of Flagstone Pathway including some pitching on site	Linear meter	403		
				Totals carried forward to collection	



## 6. Construction of aggregate Pathway– pricing option A (per metre rate)

Tenders must provide 2 pricing options for the construction of aggregate Pathway, landscaping and ditching. A per metre rate in table 6, and a day rate in table 7.

The per metre rate (table below) must include all costs for the construction of the aggregate Pathway, including but not limited to:

- All required ditching
- All required machine work, operator costs and fuel
- All required labour costs

The Price criteria will be evaluated based upon an average of the day rate and the per meter rate for the whole Pathway.

Item	Construction of aggregate Pathway using imported material at Great Ridge, including all required landscaping and ditching (Option A – per metre rate)	Unit	Quantity	Rate	Total Cost £'s (Ex VAT)
6	Per metre rate for Machine work & labour to construct 323m of aggregate Pathway (average 1.2m), and undertake all required ditching and water management (including all machinery, operators, fuel, and labour)	linear metre	323		
				<b>Totals carried forward to collection</b>	

## 7. Construction of Aggregate Pathway– pricing option B (day rate)

The day rate (table below) must include all costs for the construction of the aggregate Pathway including but not limited to:

- All required ditching
- All required machine work, operator costs and fuel
- All required labour costs

For the purposes of tendering, a day should consist of 8 working hours.

The Price criteria will be evaluated based upon an average of the day rate and the per meter rate for the whole Pathway.

Item	Construction of aggregate Pathway including imported material at Great Ridge, including all required landscaping and ditching (Option B – Day rate)	Unit	Quantity	Rate	Total Cost £'s (Ex VAT)
7	Day rate for Machine work & labour to construct aggregate Pathway, and undertake all required ditching and water management (including all machinery, operators, fuel, and labour)	Day (8 working hours)	25		

## 8. Construction of pitched Pathway

Please complete the table below outlining the tenderers costs for the construction of stone pitched water management features

Item	Construction of pitched Pathway	Unit	Quantity	Rate	Total Cost £'s (Ex VAT)
8	Construction of 202m of Stone pitched Pathway, any appropriate water management feature, labour and any machinery costs	Metres	202		
				<b>Totals carried forward to collection</b>	

## 9. Landscaping

Please complete the table below outlining the tenderers costs for the landscaping associated with the machinery.

Item	Landscaping	Unit	Quantity	Rate	Total Cost £'s (Ex VAT)
9	Restoration and removal of loose stone and Pathway side landscaping including all machinery, fuel, labour and materials. Approximately 2m in width, although this varies depending on the section.	Meters	350		
				<b>Totals carried forward to collection</b>	

## 10. Collections Total

Please complete the table below providing a summary of the tenderers costs. **Please calculate the grand total in the table below on the price per meter rate only, rather than using both meter and day rate.**

Item	Collections Total	Cost £'s (Ex VAT)
1	Contractual Requirements General Items and Preliminaries	
2	Consultation Meetings and Works Specification	
3	Supply and delivery of construction Materials for the Works, and preparation of Materials for aerial load lifting.	
4	Airlifting of Materials to the Works Sites.	
5	Construction of Flagstone Pathway	
6	Construction of aggregate Pathway – pricing option A (per metre rate)	
7	Construction of aggregate Pathway – pricing option B (day rate)	
8	Construction of pitched Pathway	
9	Landscaping	
<b>Grand Total</b>		

## SECTION 2: TENDER SUBMISSION REQUIREMENTS AND CONDITIONS OF TENDER (WORKS)

### **Tenders should be submitted in accordance with the following instructions.**

#### **1. Invitation to Tender (ITT)**

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

#### **2. Basis of Tenders**

Tenders are being invited on an open award procedure.

#### **3. Scope**

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

#### **4. Contract Period**

As set out in **Section 1**.

#### **5. 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.

#### **6. 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.

6.1. Any queries concerning the information contained in this specification should be sent to:

**Paul Titterton** using the following email: [Paul.Titterton@Peakdistrict.gov.uk](mailto:Paul.Titterton@Peakdistrict.gov.uk)

6.2. 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.

6.3. 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.

#### **7. 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.

#### **8. 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.

#### **9. Period of Validity**

Tenderers are required to keep their tenders valid for acceptance for a period of 6 months from the Tender Return Date.



## 10. Tendering procedure and submission requirements

10.1. **THE DEADLINE FOR RECEIPT OF TENDERS IS 17:00 ON 05/07/2019**

10.2. Tenders may be submitted by email. Please see submission instructions below.

10.3. Tenders submitted electronically:

10.3.1. 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 IT 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.

10.4. 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.

10.4.1. The Tender shall be made on the Form of Tender at [Appendix 4](#). It must be fully completed and signed on behalf of the Tenderer, submitted to us in pdf format and accompanied by:

10.4.1.a. Proposed contract amendments in pdf format (see below).

10.4.1.b. Acceptance of terms and conditions of contract at **Section 3**.

10.4.1.c. Tender Questionnaire at [Appendix 5](#) fully completed and signed on behalf of the Tenderer submitted to us in pdf format and accompanied by any documents referred to therein

10.4.1.d. Non-collusive tendering certificate at [Appendix 6](#) signed on behalf of the Tenderer and submitted to us in pdf format;

10.4.1.e. Analysis of resources;

10.4.1.f. Itemised costs as detailed within [Section 1 Part D](#);

10.4.1.g. Details of any part of the Works to be sub-contracted;

10.4.1.h. Copies of all Insurance Certificates, for the Tenderer and any sub-consultants;

10.4.1.i. Any other information requested in the ITT.

**ALL OF THESE DOCUMENTS ARE AVAILABLE AS AN EDITABLE WORD DOCUMENT AND WILL BE ATTACHED TO THE INVITATION TO TENDER EMAIL.**

10.4.2. Tenderers should carefully read the instructions set out in this section.

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

**By 17:00 ON 05/07/2019 (the Tender Return Date)**

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

**TENDER MFF80 2019-20 Great Ridge Pathway Restoration works**

**All attachments must be in pdf form**

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



- 10.4.3. The Tender shall be made on the Form of Tender at **Appendix 4**. It must be accompanied by:
- 10.4.3.a. Proposed contract amendments (see below).
  - 10.4.3.b. Acceptance of terms and conditions of contract at **Section 3**;
  - 10.4.3.c. Tender Questionnaire at **Appendix 5** fully completed and signed on behalf of the Tenderer and accompanied by any documents referred to
  - 10.4.3.d. Non-collusive tendering certificate at **Appendix 6** signed on behalf of the Tenderer
  - 10.4.3.e. Analysis of resources;
  - 10.4.3.f. Itemised costs as detailed within **Section 1 Part D**;
  - 10.4.3.g. Details of any part of the Works to be sub-contracted;
  - 10.4.3.h. Copies of all Insurance Certificates, for the Tenderer and any sub-consultants;
  - 10.4.3.i. Any other information requested in the ITT.
- 10.4.4. No tender will be deemed to be received unless it is in an envelope which bears no name or mark indicating the sender. If delivered by hand a receipt will be issued.
- 10.4.5. Tenders must be delivered on weekdays between the hours of 9.00 am and 5.00 pm and marked for the attention of the Chief Finance Officer as follows:

**TENDER MFF80 2019-20 Great Ridge Path Restoration Works**

F.A.O The Chief Financial Officer  
Peak District National Park Authority  
Aldern House  
Baslow Road  
Bakewell  
Derbyshire  
DE45 1AE.

- 10.6 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.
- 10.7 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.
- 10.8 No tender received after the deadline for receipt of tenders stipulated above shall be considered. Any such tender shall be returned promptly to the Tenderer by the Chief Financial Officer who may open the tender only to ascertain the name and address of the Tenderer.
- 10.9 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.
- 10.10 The successful Tenderer will be required to enter into the Form of Contract attached at [Appendix 7](#).
- 10.11 Qualified tenders are not permitted and will be rejected.
- 10.12 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.

**11. Basis of Tender**

- 11.1. The Tender shall show the Tendered sum for the actual Works and the VAT separately.
- 11.2. 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.

- 11.3. The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its rates and prices.
- 11.4. 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.

## 12. Sub-contracting

- 12.1. 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.

## 13. Tender Evaluation

- 13.1. 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.

- Acceptance of terms and conditions of contract;
- 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.

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

**1) Price (30% of the total score value);**

**2) Quality criteria (70% of the total score value):**

- **Quality Criteria** : 70% weighting. Experience in delivering upland pathwork  
The Tenderer should submit a covering letter and supporting information with their tender return. The covering letter and supporting information should provide a detailed account of the tenderer's previous work experience of undertaking upland path works. Case studies and photographs of the tenderer's previously completed works should be included. Examples of high quality work undertaken within National Parks and Area of Outstanding Natural Beauty (AONB) will score highly in the evaluation. References should also be included that the Authority can approach regarding the tenderer's previous work. The covering letter and supporting information will form part of the Authorities Tender evaluation.

- c. The Price criteria will be evaluated based upon an average of the day rate and the per meter rate for the whole Pathway.

Criteria	Weighting	Evaluation Criteria
Price	30%	$30 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$
Quality Criteria	70%	14 x score (see table below)

Quality Criteria responses will each be marked against the following scoring methodology based on the evidence provided in the tender return.

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.**

## SECTION 3

### DEFINITIONS AND STANDARD TERMS AND CONDITIONS

#### 1. DEFINITIONS

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

**“Access Tracks”** means any tracks designated for access to the Sites

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

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

**“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

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

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

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

**“Drop Sites”** means the sites for drops of Materials during the course of the Works Period

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

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

**“Form of Tender”** means the tender return form at **Appendix 3**

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

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

**“Form of Contract”** means the form of agreement annexed

**“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 **Appendix 1**

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

**“Material(s)”** means the materials required to carry out and complete the Works as set out in the Specification and **Appendix 3**





**“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.

**“Pathway”** means the Cut Gate ab Cut Gate and/or North America bridleway as defined on the Location Map at **Appendix 1** and shall include reference to Bridleway

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

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

**“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 1** (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)

**“Restricted Dates”** means those dates when the Contractor is instructed not to carry out the Works in accordance with **Section 1 Part C Clause 5**

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

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

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

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

**“Standard Conditions”** means these conditions

**“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

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

**“Works”** means the repair of the Pathways as set out in the Contract consistent with the Project Objectives and in accordance with the Specification **Appendix 3** and Tender Documentation, together with any alterations and amendments instructed by the Nominated Officer pursuant to the terms of the 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

## **2. INTERPRETATION**

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

## **3. STANDARD CONDITIONS**

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

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

### **2. Performance of Contract**

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

### **3. Employees**

- a. The Contractor shall not engage or employ in the supervision and performance of the Contract any person without the necessary qualifications, skill and experience to perform the duties that they are trained and employed to do.
- b. At the request of the Nominated Officer the Contractor shall remove or procure the removal within a reasonable period (or immediately if required) any person employed by the Contractor or sub-contractor for any reasonable reason (provided the Authority shall not act vexatiously). The Authority shall either at the time or promptly provide to the Contractor written reasons for such request. Such persons shall not be again employed in the performance of Contract without the permission of the Nominated Officer.





- c. The Authority shall not in any circumstances be liable to the Contractor or any of its employees in relation to such action or removal and the Contractor shall fully and promptly indemnify the Authority in respect of any claims brought against it by any such employee.
- d. The Nominated Officer shall have the right if reasonable and on notice to interview any member of the Contractor's staff in connection with the performance of the Contract.
- e. The Contractor shall at all times be fully responsible for the payment of all income or other taxes, national insurance contributions or levies of any kind, relating to or arising out of the employment of any persons employed by the Contractor and shall fully indemnify and keep indemnified the Authority in respect of any liability of the Authority in respect of them and shall ensure that the employment of all staff complies with relevant statutes and regulations.

#### **4. Signage**

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

#### **5. Equipment and Machinery (including vehicles)**

- a. The Contractor shall at all times at its own cost provide such Equipment and Machinery as is necessary for the proper performance of the Contract. All Equipment and Machinery must be guarded to current safety standards and left immobilised and secure when unattended. In particular, power take-off shafts on tractor-driven machinery must be fully guarded.
- b. The Contractor shall at all times be fully responsible for licensing, fees, taxes and insurances required in connection with or arising out of the possession or use of the such Equipment and Machinery.
- c. The Contractor shall at its own expense keep all such Equipment and Machinery in good and serviceable repair and maintained in such condition as is commensurate with the proper performance by the Contractor of its obligations under this Contract. The Equipment and Machinery should be used in accordance with the manufacturer's instructions. Operators must be trained and competent. Where industry/Regulatory Authorities or bodies recognise specific standards of competence valid certificates will need to be produced.
- d. The Contractor shall obtain the Authority's written approval to the use and positioning of the Equipment and Machinery prior to the Works Commencement Date and shall use no other Equipment and Machinery without prior approval of the Nominated Officer.
- e. No Equipment or Machinery which is wheeled will be allowed on soft, wet or environmentally sensitive locations without the prior approval of the Nominated Officer.
- f. Any vehicular access indicated on the Location Maps is for Equipment and Machinery approved by the Nominated Officer only. Access for Equipment to environmentally sensitive or SSSI sites or soft or wet areas will only be given during the Contract Period if, in the opinion of the Nominated Officer, this is necessary or desirable. The Contractor will not permit any movement of Equipment and Machinery on or to such areas without the prior approval of the Nominated Officer.
- g. Any damage arising from any breach of this Clause by the Contractor any sub-contractor or their employees agents or invitees shall be immediately repaired or replaced at the Contractor's expense and to the satisfaction of the Nominated Officer.
- h. The Contractor shall ensure that all highways or other rights of way in the vicinity of the Works used by the Contractor are kept clean of mud and other debris.

## 6. Environmental Provisions

- a. All Works will be carried out in a manner which conforms to environmental protection legislation and minimises damage to the environment and nature conservation interests. Reference should be made to statutes and codes of practice including (but not limited to):
  - i. The Water Resources Act 1991;
  - ii. The Environmental Protection Act 1990
  - iii. The HMNSO booklet 'Waste Management – The Duty of Care – a Code of Practice with Regard to Disposal of Wastes';
  - iv. Codes of practice for Operations on Sites of Special Scientific Interest, Water Catchment Land, Environment Agency Regulations, Regulations issued by Dept. Of Environment, DEFRA and all current Health and Safety Regulations.
- b. The Contractor must comply with all current legal requirements relating to the storage, handling, use and disposal of hazardous substances (including fuel). In particular the Contractor must comply with:
  - i. the Control of Substances Hazardous to Health Regulations 1992 (COSHH;
  - ii. the Control of Pollution (Oil Storage) (England) Regulations 2001;
  - iii. Control of Pesticides Regulations 1986.
- b. Plants and animals protected under the Schedules of the Wildlife and Countryside Act 1981 and other 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.
- c. Any public complaints must be immediately reported to the Nominated Officer. The Contractor shall at its own cost promptly deal with any requests by the Nominated Officer in relation to such complaints (including but not limited to investigating the nature and cause of any such complaint).
- d. Site(s) must be left clean and tidy at all times.
- e. Dogs and smoking are not permitted on Site(s).
- f. Fuels may be stored at some of the Sites but only with prior approval from the Nominated Officer. All fuels must be stored in a suitable, secure container according to the COSHH assessment undertaken by the Contractor and provided to the Authority. Fuels must not be located near to any open watercourse. The type of container used to store fuel must be agreed with the Nominated officer prior to the Works Commencement Date.
- g. The Contractor shall ensure that it has at all times on the Sites spill kits for fuels and oils specified in its Method Statements and shall immediately use the same in the event of such spillage in accordance with manufacturer's instructions.
- h. The Contractor shall not damage or permit damage of any areas allocated for Sites or any Access Tracks (if applicable). In the event of any damage, the Contractor shall procure that the same is reinstated to the absolute satisfaction of the Nominated Officer within 1 month of the final invoice date or by the Works Completion Date, whichever is soonest.
- i. The Contractor is restricted to the specified storage areas notified to it by the Nominated Officer for the unloading and loading of Materials, parking of vehicles, and storage of Materials.
- j. Machinery and Equipment movement on the Sites should be kept to the minimum that might reasonably be expected to complete the Works. Equipment access and egress routes must be agreed with the Nominated Officer prior to the Works Commencement Date. Method Statements must state types of Machinery and Equipment to be used.
- k. The Contractor shall take all precautions to ensure that no pollution arises from the execution of the Works which may result in Contamination either on, in, under or off Site(s). The Contractor shall indemnify the Authority against any costs or damages or claims related to this liability.

- l. It is essential that there is no waste of any Materials at the Sites; the Contractor will be expected to manage operations to minimise waste. All waste produced by the Contractor remains the responsibility of the Contractor. All waste disposal and disposal of Waste Materials must comply with the Agricultural Waste Regulations 2006. All containers supplied by the Authority (if any) remain the property of the Authority (subject to any specific provisions otherwise in the Specification).
- m. The Contractor must comply with the Noise at Work Regulations 1989. Additional restrictions may also be applied to prevent noise causing a nuisance to the public.

## **7. Health and Safety**

- a. The Contractor will be required to comply with the Health and Safety at Work Act 1974 and all other regulations made under the Act and all other legislation and regulations relevant to the performance of the Contract. 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. Health and Safety Plan:
  - ii. The Contractor is to submit a copy of his Health and Safety Policy which is issued to his employees, to the Nominated Officer. This will form part of the site safety plan ("the Site Safety Plan").
  - iii. The RAMS will form part of the Site Safety Plan. Prior to commencing any Works, the Contractor will submit any alterations to the Method Statements that may be necessary, for the approval of the Nominated Officer. The Contractor's Health & Safety plan will be subject to the Nominated Officers approval, prior to the Works Commencement Date.
- e. The Contractor must take the lead in ensuring the health and safety of all those involved in the Contract at the Sites.
- f. The Contractor must provide all appropriate clothing and Equipment and ensure that all persons working under his control wear/use the clothing and Equipment as required. This includes high visibility clothing.
- g. The Contractor is responsible for the provision of first-aid cover and facilities for its employees, in accordance with the Health and Safety (First-Aid) Regulations 1981.
- h. The Authority may instruct the Contractor, or any person working for the Contractor, to suspend work if there is imminent risk of injury to any person.
- i. The Contractor is responsible for recording any accidents in the Contractor's accident book, in accordance with the Health and Safety at Work Act 1974 (HSW).
- j. The Contractor is responsible for reporting any notifiable incidents to the Health and Safety Executive, in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
- k. All records produced under this Clause must be forwarded to the Nominated Officer within 24 hours of completion. These should be submitted in compliance with the Data Protection Act 1998.
- l. The Contractor must be aware that the Works Sites may be accessible by the public and must take all appropriate precautions to protect these persons and their property, including, if required by the Nominated Officer, the provision of warning notices/signs or barriers.
- m. The Contractor shall have regard to the Authority's health and safety policy and safe working practices when preparing its own statements.

- n. All Equipment and Machinery that could cause environmental damage and/or a health and safety risk to members of the public or land users must be secured overnight to prevent theft or misuse. Contractors are responsible for securing appropriate locations nearby to accommodate their equipment and operations whilst the Works are not being undertaken.
- o. Services:
  - i. Location of services; The Contractor is to liaise with all relevant Statutory Authorities as to the location of any services that may affect the Works before the Works Commencement Date and comply with their requirements and the requirements of the Authority;
  - ii. Excavations:
    - 1. Must be covered when unattended;
    - 2. If over 1.2m deep have trench support (or such comparable measures taken) before persons enter them;
    - 3. If over 1m in depth and in existence for less than 1 week: be cordoned off;
    - 4. If over 1m in depth and in existence for more than 1 week: be barriered.
- p. Site Safety Considerations
  - i. Ground conditions: Details concerning ground contamination and instability are not available and the Contractor should make its own enquiries in that regard.
  - ii. No representation is made by the Authority as to the existence of Contamination at the Sites or otherwise.
  - iii. The Contractor shall follow the Forestry & Arboriculture Safety & Training Council (FASTCo) Safety Guide.
  - iv. Lifting of heavy objects; the Contractor and employees should follow Manual Handling Operation Regulations 1992 (or any replacement).
  - v. The Contractor shall employ the 'best practical means' as defined in the Control of Pollution Act 1974 to minimise noise and vibration resulting from his operation, and shall have due regard to British Standard B35228 1975, Code of Practice for Noise Control on Construction Sites (or subsequent provisions).
  - vi. The Contractor must take all necessary additional precautions when working alongside roads and comply with Chapter 8 of the Traffic Signs Manual (or any replacement).
  - vii. The Contractor must comply with the Electricity at Work Regulations 1989 (or any replacement).

## **8. British Standards**

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

## **9. Project Progress Report**

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

## **10. Variation of Contract**

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

#### **11. Payment and Invoices**

- a. On completion of the Contract (or any phase of the Contract) pursuant to a Purchase Order form and provided that the Contractor shall have performed his duties, obligations and functions under the Contract to the satisfaction of the Nominated Officer the Contractor may submit to the Nominated Officer an invoice ('Invoice') for the sum due to him in respect of that Purchase Order form.
- b. The Contractor shall promptly (and within 5 working days of completion of the Works or a specified phase of the Works as agreed with the Nominated Officer) issue a valid Invoice.
- c. 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.
- d. 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.

#### **14. CDM Regulations**

- a. The Authority and the Contractor acknowledge that they are aware and undertake to the other that in relation to the Works and Site he will duly comply with the CDM Regulations to the extent applicable to the Project.
- b. Without limitation, in accordance with the CDM Regulations:-
  - i. The Authority's main duty is to plan, manage, monitor and coordinate health and safety during pre-construction phase.
  - ii. The Contractor's main duty is to plan, manage, monitor and coordinate the works under their control in a way that ensures the health and safety of anyone it might affect (including members of the public) during the construction phase.



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

#### 14. Insurance

- a. The Contractor shall at all times from and including the Works Commencement Date or Contract Date (whichever is the earlier) effect and maintain in force such policies of insurance with reputable insurers approved by the Authority in respect of its liabilities hereunder and shall fully insure and indemnify the Authority against liability:
  - 1. To the Authority and to any of their employees;
  - 2. To the employees of the Contractor;
  - 3. To the public and to any other person (including for the avoidance of doubt a Landowner or User);
  - 4. In respect of the replacement of the Works.

in the sum of at least £10,000,000 (TEN MILLION POUNDS) in respect of any single claim.

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

## **15. Agency**

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

## **16. Liability of the Contractor**

- a. The Contractor hereby indemnifies and shall keep indemnified the Authority from and against any liability to any person whatsoever arising directly or indirectly out of or connected with the performance, non-performance or breach of the Contract or any act neglect default or omission of any employee, agent, servant invitee or visitor of the Contractor or any sub-contractor including, without limitation:
  - i. any and all losses, costs, expenses, (including professional and legal fees) liabilities and damages;
  - ii. any and all proceedings, demands, penalties, statutory charges and fines;
  - iii. death, illness or injury to any third party or for any loss of or damage to any property belonging to any third party and against all losses, costs, expenses, liabilities, damages, claims, demands or causes of action resulting therefrom;
- b. in each case to the extent arising out the Contractor's or any of its sub-contractors' breach or failure in performance of the Contractor's obligations in the Contract or omission whether arising from breach of contract, negligence or default or otherwise, except and to the extent that such losses, costs, expenses, liabilities, damages, claims, demands were wholly and directly caused by the negligence or wilful misconduct of the Authority or its officers, agents or employees. Any damage or loss which may occur during the Contract Period in relation to the Works or Materials or Equipment on or before the Works Completion Date or to any materials implements or property whatsoever of the Authority which may at any time for the purpose of the Works be in the custody or use of the Contractor or sub-contractor which shall arise from negligence of the Contractor or theft, spoiling, decay, waste, wind, rain or fire shall immediately be made good by the Contractor at the Contractor's cost to the satisfaction of the Nominated Officer.
- c. The Contractor shall indemnify the Authority against all claims liability and actions for or in respect of any damage or injury to property or persons or claims for the infringement of patent rights or copyrights arising from or occasioned by the conduct of the Contractor or his sub-contractor or of any person employed by him or them or arising howsoever from or by the manner in which the Works shall be performed and executed and against all costs and proceedings in respect of any such claim.

## **17. Force Majeure**

- a. Neither party shall be liable for any failure to fulfil or delay in fulfilling its obligations under the Contract (other than an obligation to pay monies due) where such delay or failure is due to a Force Majeure Event Provided That:
  - i. the party so affected could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all matters known to it before the occurrence of the Force Majeure Event and all relevant factors, it ought reasonably to have taken but it did not take; and

- ii. the party so affected has taken all steps as are reasonably necessary to mitigate the effect of the Force Majeure Event and to carry out its obligations under the Contract in any other way that is reasonably practicable; and
  - iii. the party so affected shall immediately notify the other in writing of the existence of the Force Majeure Event and of its anticipated duration.
- b. If the Contractor is the party affected by the Force Majeure Event, the Authority shall be relieved of its liability to make any payments to the Contractor for the duration of the Force Majeure Event and shall be entitled to obtain services the same as or similar to the Works from any third party during such period that the Force Majeure Event continues and the Contractor shall give all assistance and information necessary to such third party to enable such third party to fulfil the obligations of the Contractor under the Contract.

#### **18. Defects Liability Provisions**

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

#### **19. Bribery and Corruption**

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





provide any information reasonably requested by the Authority in support of such compliance;

viii. it shall notify the Authority as soon as practicable of any breach of any of the undertakings contained within this clause of which it becomes aware.

b. Breach of any undertakings in this clause shall be deemed to be a material breach of the Contract for the purposes of **Clause 20 (Termination)**.

## 20. Termination

- a. The Authority shall be entitled immediately upon the happening of any of the following events to terminate this Contract by the service of a notice (a "Termination Notice"), such events being;
- i. The failure to materially perform the obligations under **Clause 2 (Performance)**;
  - ii. Any material breach by the Contractor of any other provision of the Contract;
  - iii. The Contractor having failed to perform a material part of the Contract for a period of 7 consecutive days;
  - iv. The Contractor suffering a legal claim against its possessions or if the Contractor consists of one or more individual, any such individual dying, entering into a composition or arrangement for the benefit of its creditors or having a receiving order in bankruptcy made against it or, if the Contractor consists of a body corporate, the Contractor having a Receiver or a Receiver and a Manager appointed or being the subject of a resolution or order for winding up (save for an amalgamation or reconstruction of a limited company);
  - v. Any governmental or other licence, consent or authority required by the Contractor to enable it to perform any of its obligations under the Contract ceases to be in full force and effect or at any time it becomes unlawful for the Contractor to perform any of its obligations thereunder;
  - vi. The continuation of a Force Majeure Event for a period of time which in the opinion of the Nominated Officer materially affects or prejudices compliance by the Contractor of its obligations to the Authority or is likely to do so, preventing the Contractor from fulfilling its obligations under the Contract for a period of 45 days or more or the occurrence of a Force Majeure Event which in the opinion of the Nominated Officer is substantially unlikely to cease to be a Force Majeure Event for the remainder of the Contract Period
  - vii. The withdrawal of the Authority's funding for a Project;
  - viii. The re-organisation (and/or abolition) of the Authority to the extent that the licence consent or authority required by it to enable to perform any of its obligations under the Contract ceases to be in full force and effect or at any time it becomes unlawful for the Authority to perform any of its obligations thereunder.
- b. A Termination Notice shall be in writing and may be given by the Nominated Officer on behalf of the Authority.
- c. Upon receipt of a Termination Notice, in addition to such consequences as are set out in other provisions of the Contract:
- i. The Contractor shall forthwith cease to perform of the Works;
  - ii. (Save where a Termination Notice is served pursuant to an event within the Authority's control) the Contractor shall fully and promptly indemnify the Authority in respect of:
    - a. all losses damages and costs (including professional costs) and expenses incurred or suffered by the Authority from such termination; and
    - b. the cost of causing to be performed such part of the Contract as would be performed by the Contractor during the remainder of the Contract Period. The Authority shall be at liberty to procure such performance by any persons (whether or not employees of the Authority) as the Authority shall in its entire discretion think fit and



shall be under no obligation to employ the least expensive method of having such Works performed.

- iii. The Authority shall be under no obligation to make any further Payments to the Contractor and shall be entitled to retain any Payments which may have fallen due to the Contractor before termination until the Contractor has paid in full to the Authority all sums due under this Contract or to deduct from it any sum due from the Contractor to the Authority under this Contract.
- iv. The Authority shall not be liable for any claim demands costs expenses losses incurred or suffered by the Contractor (or any sub-contractor) resulting (either directly or indirectly) from the serving of a Termination Notice.
- v. The Contractor shall immediately give up possession of the Site(s) in accordance with these Conditions.

## **21. Contract Suspension**

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

## **22. Assignment**

- a. The Authority shall be entitled to assign or transfer the benefit of the Contract or any part thereof and shall give written notice of any assignment or transfer to the Contractor.
- b. The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or there under without the written consent of the Authority.
- c. The Contractor shall not sub-let the whole or any part of the Works without the written consent of the Nominated Officer together with any conditions. If such consent is given it shall not relieve the Contractor from liability or obligation under the Contract and it shall be responsible for the acts defaults omissions and neglects of any sub-contractor, its agents, servants or workmen.

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

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

## **24. Title**

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

## **25. Notices**



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

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

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

## **26. Arbitration**

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

## **27. Observation of Statutory Requirements**

The Contractor shall at all times observe and comply with all the relevant Acts of Parliament, regulations and codes of practice (the Statutory Requirements) relating to the performance of the Works including (but not limited to) compliance with any obligations that may be imposed upon the Authority resulting from the Works (where the same are within the power and control of the Contractor) and the Contractor shall indemnify the Authority accordingly.

## **28. Stamp Duty and Professional Fees**

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

## **29. Waiver**

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

## **30. Whole Contract**

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

### **31. Warranty**

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

### **32. Rights and Duties Reserved**

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

### **33. Confidentiality and Data Protection**

- a. Each Party will procure that all confidential information which may already have come into the ownership, possession or control it or of a subsidiary prior to the execution of the Contract provided by the Contractor, or which may at any time hereafter until termination hereof come into the ownership, possession, or control of either of them relating to the other Party or its operation or management, or otherwise in connection with or in anticipation of the performance of the Contract (hereinafter referred to as "the Confidential Information"), shall strictly:-
  - i. not be used for any purpose other than the performance of the Contract;
  - ii. not to be disclosed during the continuance of the Contract to any third party including for the avoidance of doubt any company, organisation or individual whatsoever employed by the Contractor now or at any time in the future; and
  - iii. not after termination be used for any purpose whatever or disclosed to any third party.
- b. The receiving Party shall inform the disclosing Party immediately if it comes to the notice of the receiving Party that any confidential information has been improperly disclosed or misused.
- c. The above obligations shall cease to apply to any particular piece of Confidential Information once it becomes public knowledge other than through any act or default of the receiving Party or any person acting or employed by them or acting on their behalf.
- d. Upon termination hereof, or at the request of the Authority the receiving Party shall procure that all documents and other written material (including material on disks and tape) containing Confidential Information shall be returned (together with all copies thereof) to the disclosing Party.
- e. Data Protection. To the extent that the contractor is a data processor under the contract, of data in respect of which the Authority is the data controller, it is agreed that:
  - i. The contractor may only use the data on the instruction of the Authority and in accordance with the Data Protection Act 2018.
  - ii. 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:  
"Any person...operating or causing to be operated mechanised cutting equipment on a Scheduled Monument in England containing upstanding stone features would potentially place themselves at risk of prosecution under the above Act given the reckless nature of such action in the clear knowledge of the following facts:-
  - i. Scheduled Monuments are protected under the 1979 Act and exist at numerous locations across England.
  - ii. The locations of Scheduled Monuments can be readily established by correspondence with English Heritage.
  - iii. The practise of mechanised cutting of heather when conducted over a cairnfield or other upstanding stone features is likely to cause damage to such features which may comprise offences under Sections 2 and 28 of the 1979 Act
- c. The Authority shall, wherever possible provide details of any Scheduled Monuments at any of the Sites however, this does not obviate the need for the Contractor to carry out its own searches and enquiries including (but not limited to);
  - i. Consultation of the National Heritage List for England at <http://www.english-heritage.org.uk/professional/protection/process/national-heritage-list-for-england/>; and
  - ii. Consultation of the Peak District National Park Authority archaeological department.



- d. Any Contractor (and any subcontractors) shall provide a copy of all such searches, enquiries and associated consents to the Nominated Officer.
- e. The Contractor (and any subcontractors) shall comply with all conditions requirements and consents required by English Heritage and Peak District National Park (whether supplied by the Authority or otherwise) relating to the Works at the Sites and shall notify the Authority of and fully indemnify the Authority against all losses costs claims and demands arising from any breach of such conditions consents or requirements or any breach of the 1979 Act.

### 39. Conditions

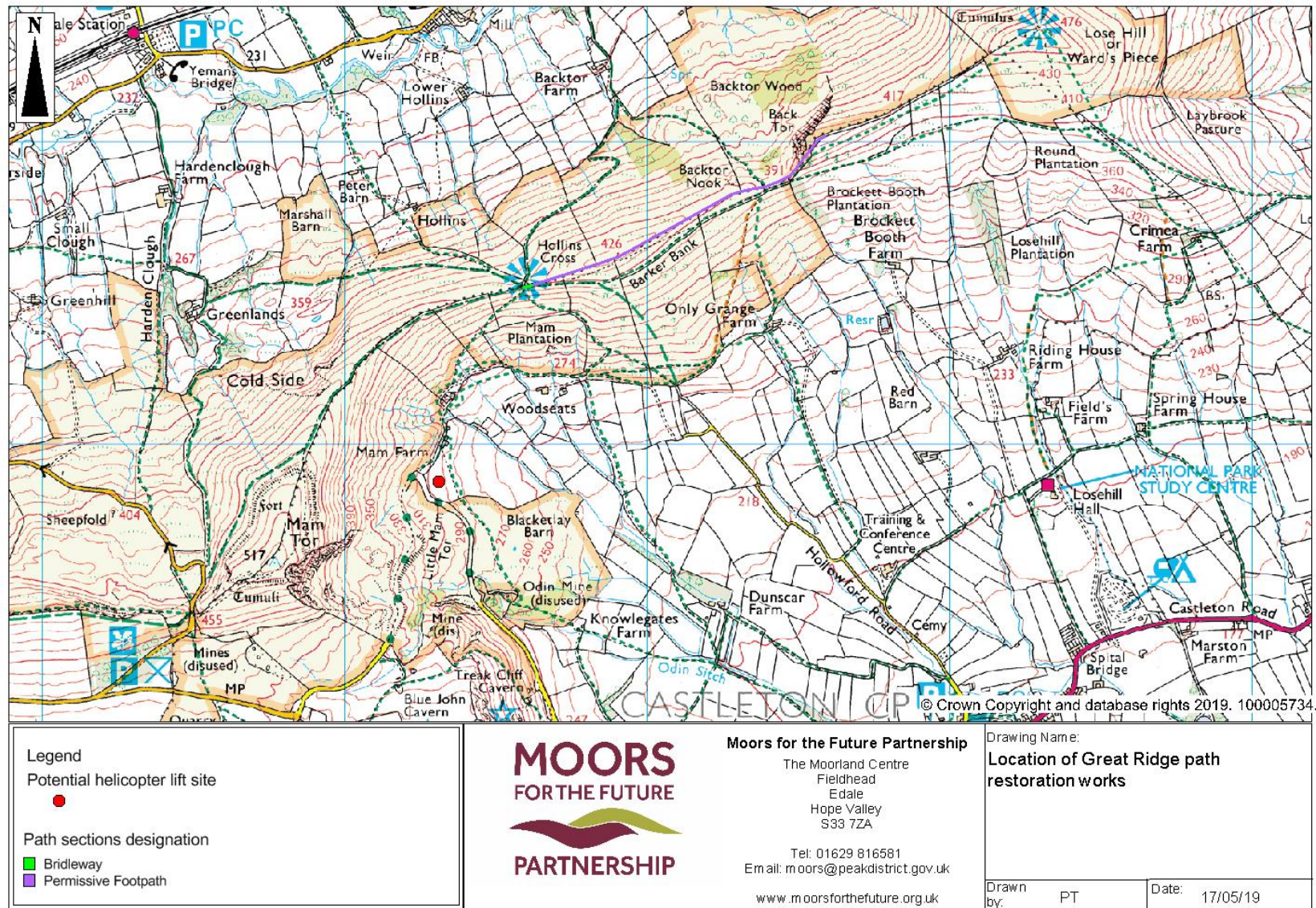
- a. In the event of any contradiction between the Standard Conditions and the Detailed Conditions then the Detailed Conditions shall prevail.
- b. The Conditions and all other conditions contained in the Tender Documentation shall take precedence over all other terms and conditions provided by a Contractor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

### 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.



## Appendix 1: Location Maps





## **Appendix 2 – Photos of Great Ridge**

### **Examples of the condition of the Pathway**





Examples of braiding and terracing



Examples of damp hollows





Features along the route



## Appendix 3: Moors for the Future Standard Guidelines for Pathworks

### LIST OF SPECIFICATIONS

1. GENERAL SPECIFICATIONS FOR PATHWORKS REPAIRS
2. REGRADING AND RESTORATION OF EXISTING PATHWAY SURFACE
3. AGGREGATE PATH
4. CONTOUR DRAIN
5. DRAINAGE DITCH
6. LANDSCAPE, REVEGETATE AND STABILISE
7. STONE FLAG PATH

#### 1. GENERAL SPECIFICATIONS FOR PATHWORKS

- 1.1 The purpose of the bridleway repair is to combat active erosion and provide a path that blends with the surrounding landscape. It must appear natural, with a durable and walkable path surface, which will attract use of the path, thus preventing further vegetation loss and soil erosion of the adjoining slopes. All Works must take account of the nature of pathways use.
- 1.2 The pathway is to be repaired and constructed on a natural line on or close to the existing path alignment keeping straight lengths to a minimum. The specific alignment of the pathway line will be detailed in the final Works Specification
- 1.3 The repaired pathway must be of a natural looking and variable width, the specific widths for each location along the bridleway will be detailed in the works specification
- 1.4 The finished appearance of the repaired bridleway, landscaping and other works must look natural, and blend with the adjacent and surrounding ground and features, with path edges softened and contained by path edge landscaping. It must provide an attractive and easily used surface.
- 1.5 Excavations for path and drain construction should be discrete and landscaped to a high standard to avoid unnatural alignment. Machine dug excavations must be protected from water flow during the progress of the Works.
- 1.6 The finished pathway surface must provide a crossfall, camber or gradient which will shed water into the bridleway drains, or off the bridleway to the naturally draining downhill slope.
- 1.7 The repaired pathway and drains must be constructed to be stable and durable, with no loose or rocking construction stones. There must be no surrounding areas of loose soil which will be susceptible to water or pathway user erosion. Eroded bridleway edges and surrounding ground must be stabilised by landscaping.
- 1.8 Insitu stone on the pathway line, or stone excavated in the course of the work, should only be incorporated in the pathway construction if it is at an appropriate angle and provides a good foothold and durable walking surface.
- 1.9 Any insitu stone removed during the pathway repair is to be used to landscape the sides of the pathway to contain the edges, with any large stone bedded in naturally, with weathered face uppermost.
- 1.10 All vegetation removed during pathway and drainage repair must be carefully excavated, ensuring minimal soil loss and no damage to the root structure. It should be moved to the best position for use and transplanted to contain or form the bridleway edges, used within revetment walls, or in landscaping of eroded areas.
- 1.11 Excavated vegetation must be transplanted as soon as possible to avoid root desiccation. In dry or windy conditions

- 1.12 All soil excavated during pathway repair and drain and ditch construction is to be moved to the best position for use to infill construction gaps and joins, and in revegetation and landscaping pathway edges and eroded areas.

## **2. REGRAIDING AND RESTORATION OF EXISTING PATHWAY SURFACE (Drawing 1)**

- 2.1 Reduce the eroded path to the width specified and define the path alignment, surface and edge with material movement, regrading of vegetation, regrading and compaction of loose stone, revegetation and landscaping as detailed in Drawing 1, over the specified lengths
- 2.2 Material movement and regrading should be over the full path width, to form the restored path adjacent to adjoining vegetation on either side and in order to provide an improved, stable walking surface.
- 2.3 The restored path line is to be formed using existing path material, and where appropriate the top surface must incorporate any insitu, natural mineral aggregate combined with any insitu large stones.
- 2.4 Where path sections comprise rough loose stone and the width is as specified the loose stone is to be removed and used in the landscaping of adjacent eroded or braided side paths, or adjoining lengths. Where the existing path width is wider than specified the loose stone removed from the restored path line is to be used to reduce the path width by placing along the eroded side.
- 2.5 Any suitable large insitu stone is to be reset to provide good size and level footholds within the compacted surface. Other large stone is to be used insitu or reset at an unusable angle to define the path edge and contain path use
- 2.6 All loose stone moved to narrow the path width must be stabilised with soil, if available, and turf planting to prevent its disturbance back onto the path line. The area should then be seeded with the special mix supplied by the Nominated Officer.
- 2.7 The remaining surface stone is to be compacted into the existing path surface with at least four passes with a twin drum vibratory roller, until there is no further movement of the surface. Any loose stone that is too large to compact into the surface is to be removed from the path line prior to compaction.
- 2.8 Path sections consisting of natural bedrock will not require compaction, but must have all loose stone removed.
- 2.9 Where path sections consist of lateral path braids the restored path is to be formed across the braids by carefully removing lengths of turf between, and levelling and compacting the mineral soil to the specified path width.
- 2.10 Any turf and soil removed to provide the restored path width is to be used to define and contain the path edges, to revegetate remaining braids or moved for use on adjoining sections.
- 2.11 On steeper cross slopes it may be necessary to either build up the lower path side or cut into the uphill slope to obtain the required width and suitable crossfall. The uphill or lower path side may require informal revetting
- 2.12 The restored path surface should provide a 2° to 5° draining camber or crossfall draining to the downhill side or lateral ditches.
- 2.13 Where the restored path is on a gradient the compacted surface must be such that downhill surface water drains into path drains constructed at intervals of between 15m and 20m. To take path surface water or side slope water flow across the path as required by the water shedding nature of the path and slope of the surrounding ground, or as indicated by the Nominated Officer on Site.
- 2.14 Where necessary or specified, an uphill lateral drainage ditch should be cut at least 1 metre above the restored path edge, to collect water draining from the uphill slope, and connected by side ditches to cross path drains at regular intervals. Excavated turf and soil should be used to stabilise the restored path side.



- 2.15 Where appropriate the uphill path braid should be used, to form the lateral ditch to prevent surface water from the uphill slope draining onto the restored path line.
- 2.16 On completion of regrading, and prior to final compaction of the restored path surface, the seed mix and fertiliser supplied by the Nominated Officer is to be incorporated into the surface, at the rate specified in paragraph 16.
- 2.17 The remaining area must be landscaped, to contain the restored path edge. Particular attention must be paid to defining and stabilising the path edges. On lengths where eroded and braided side paths have developed along the path side these are also to be landscaped to prevent further use.

## 11. **AGGREGATE PATH**

**(Drawing 2)**

- a. Using aggregate stone base and surfacing material construct an aggregate path as detailed in Drawing 2, over the specified lengths, and as specified in paragraph 1.
- b. The construction depth of the path should be to an average of 200mm, comprising approximately 150mm of base material and 50mm of surfacing material. Where the path is constructed over an insitu aggregate or gravel surface the construction depth may be reduced to 125mm.
- c. The finished compacted path surface should be no lower than the adjoining ground, with a draining camber or crossfall to shed water off the path surface to lower ground on either side of the path, to lateral ditches or to the naturally draining side slope as appropriate to the surrounding ground levels. The draining crossfall or camber should be between 2° and 5°.
- d. The path tray required for the construction depth should have a levelled and compacted mineral or organic soil base, formed by excavating a trench along the line of the path, to a variable width as specified. Any large stone on the line of the path may be retained insitu if it provides a suitable walking surface, or should be used to provide a natural path edge, with the path taken around it.
- e. The path tray should provide the appropriate depth for the construction to achieve a draining path surface level as specified above, with well formed sides to contain the path construction. The tray sides may need to be formed with excavated material, insitu boulders or path edge turfs.
- f. Where the existing path line is gullied narrower than the specified path width the side banks should be excavated to form the path tray edges and the gully infilled. Where the existing surface is gullied or eroded to a depth or width greater than the specified construction it should be infilled, with excavated soil, or rubble stone, graded and compacted to form a levelled path tray base and sides.
- g. Where insitu aggregate or gravel is excavated to provide the required construction depth the excavated material should be incorporated within the new path surface wherever suitable.
- h. Over deep peat sections where a firm base may not be achieved, and the ground is soft or wet, the tray should be formed with a geotextile base and turf sides (see paragraph 4).
- i. The aggregate base material must be spread and compacted in two layers, each with a minimum of four passes with a tamper, vibratory roller or wacker plate, until there is no further movement, to provide a sound path base of approximately 150mm depth with the required camber or crossfall.
- j. The aggregate surface material provided must be spread and compacted, as above, to provide a sound path surface of approximately 50mm depth with the required camber or crossfall.
- k. Prior to final compaction of the path surface material rake in the seed mix and fertiliser supplied by the Nominated Officer at the rate and if required or available a light covering of excavated topsoil.
- l. Where the aggregate path is on a gradient construct open stone cross drains at intervals of between 15m and 20m, as specified in paragraph 9, to take path surface water or side slope water flow across the path as required by the water shedding nature of the path and slope of the surrounding ground, or as indicated by the Nominated Officer on site. On gradients greater than 7° water bars may be constructed

to replace open stone drains.

- m. The path surface above open stone cross drains or water bars must be carefully graded over a length of at least 3.0m to provide a drainage fall towards the drain and well compacted to prevent any later settling.
- n. All existing vegetation and top soil excavated during path tray and ditch excavation should be carefully excavated, spread and bedded in along the finished path edges to contain, stabilise, revegetate and provide a natural edge to the path, or moved and used for landscaping.

## 12. **CONTOUR DRAIN**

**(Drawing 10)**

- a. Using insitu mineral soil or imported aggregate construct cross path contour drains as detailed in Drawing 10, at specified locations.
- b. The position and alignment of the contour drains must be to shed downhill path water run off away from the path to the naturally draining side slope.
- c. The contour drains are to be formed by regrading and building up the natural mineral or imported aggregate path surface.
- d. The angle of the contour drain to the path should be between 10° and 45° across the full path width according to the path gradient, but to provide a minimum channel draining gradient of 5°, and to ensure that downhill draining path surface water is effectively channelled off the path.
- e. The depth of the shaped channel of the drain below the contour crown is to be between 150mm on the uphill path edge, and 250mm on the downhill path edge.
- f. The combined width of the contour drain channel and contour crown should be a minimum of 2.0m.
- g. The contour drains must be shaped and compacted to a solid construction which will require minimal maintenance.
- h. The outflow from the contour drain must be extended with a drainage ditch to disperse water away from the path edge to the downhill slope.
- i. The path surface above the contour drain must be graded over a minimum length of 3 metres to ensure that the uphill path surface water drains into the channel.

The path surface below the contour drain must be graded over a minimum length of 3 metres, and compacted up to the crest of the drain, to ensure stability of construction

## 13. **LANDSCAPE, REVEGETATE AND STABILISE**

**(Drawing 13 a, b & c below)**

- a. Using soil and turves excavated from path construction and drainage ditches, or if necessary and permitted by the Nominated Officer, cut from adjacent moorland, with any large boulders, excavated or excess supplied stone, create natural landscaped and revegetated areas as detailed in Drawing 13 a, b & c,
- b. Areas to be landscaped, revegetated and stabilised include: path edges and ditch sides; eroded areas immediately adjacent to and away from the path edge; slopes below the path edge and at path direction changes; lateral, gullied, eroded, braided or trampled paths; and all other areas which may be used as off path routes.
- c. All landscaping must blend naturally with the surrounding area, and promote vegetation recovery and growth, stabilise slope erosion and vegetation loss, prevent further soil wash off and erosion, contain use on the restored path, and deter use of areas off the restored path. All turf transplanting must blend naturally with existing ground profiles and vegetation cover.
- d. Where it may be necessary to cut additional turfs for landscaping the Contractor **must** first seek permission from the Nominated Officer. Single turf transplants will normally only be allowed to be carefully taken from small, isolated areas where minimal visual impact on the landscape or environmental impact on the habitat and drainage is caused. Turves must not be cut from any notified areas of archaeological or ecological importance.

- e. All turves must be carefully excavated during path and drain construction ensuring minimal soil loss and no root damage and must be transplanted as soon as possible to avoid root desiccation. In dry or windy conditions, or if transplanting is delayed, they must be protected by sacking or permeable covering.
  - f. Landscaping with turf transplants should not be undertaken during prolonged periods of dry weather. If possible it should be programmed to commence during September or October, or to take place either following rainfall or during periods of forecast wet weather.
- 16.6 Boulders, excavated or supplied stone used for landscaping must be bedded in with weathered and lichen covered faces exposed, to at least 30% of their depth in positions and at angles which are natural in appearance to the slope of the ground and any surrounding insitu stones.
  - 16.7 Areas where turves are to be placed must have the soil loosened, a shallow hole created and any available additional soil added before the turf is bedded in.
  - 16.8 Ensuring that loose soil is kept around the roots, the turf should be carefully stretched to its maximum size before transplanting firmly into the prepared surface, ensuring that turf roots are well covered with soil.
  - 16.9 Turves should be transplanted above and around bedded in stones wherever possible to contain and stabilise the path edge, or to create use blocking and slope stabilising mounds but otherwise randomly to achieve approximately 75% coverage over bare areas, and 25% on sparsely vegetated slopes.
  - 16.10 Where the path is floated on geotextile excavated turfs, from adjoining path sections, must be directly transplanted over the geotextile to contain and stabilise the path edge and to substantially hold and cover geotextile edges.
  - 16.11 Worn or eroded side path braids, and areas or lines of trampled vegetation and trampled side paths should be broken up to deter use and encourage regrowth by transplanting areas of turves at intervals to merge with existing vegetation. Worn or eroded path braids should be substantially blocked where they join the main path with good size transplants with large boulders where available.
  - 16.12 Where the existing vegetation at the edge of or within the path has suffered erosion of the underlying soil, creating islands of turf, or overhanging banks they should be reprofiled by carefully removing or lifting the turf, ensuring minimal root damage, and regrading the exposed soil down to the adjacent ground level or new path surface. The removed lifted turf should be carefully stretched and transplanted into the reprofiled soil.
  - 16.13 Where banks at path sides cannot be successfully reprofiled excess supplied stone should be set into the bank as informal revetting.
  - 16.14 Across very steep eroding side paths, slopes or gullies turf lined drainage ditches may be cut to break and disperse downhill water flow. Ditches should extend into adjacent vegetation to prevent water flowing back onto the eroded area. Excavated soil, stone and turves should then be used to create stabilising mounds or terraces below the ditch edge to help break the water flow. To prevent further use the area must remain rough and unattractive for use.
  - 16.15 Where use needs to be deterred on open side slopes, across side paths or adjacent to path corners, excess or excavated soil is to be used with excavated, unsuitable or broken construction stone and turves to form use deterring channelling mounds or barriers.
  - 16.16 On vegetated areas where there is no excavated material available to create mounds they should be formed by carefully lifting lengths of turf over a 2m width, digging a hollow on the uphill side and creating a soil mound on the lower side before carefully stretching and replacing the turf.
  - 16.17 Use any remaining soil with provided seed and fertiliser, to promote revegetation of remaining eroded or bare areas at path sides and on adjacent slopes. **All seed and fertiliser to be used is to be approved by the Nominated Officer.** Grass seed species composition and application rates are given in paragraph 18.

- 16.18 Prior to seeding loosen the surface of the eroded area. Mix in any supplied fertilizer over the prepared ground at a rate of 50 gm per m<sup>2</sup>, mixing in any available additional soil. Apply the supplied seed mix at a rate of 25 gm per m<sup>2</sup>, lightly mixed into the prepared surface.
- 16.19 To prevent further use of side slopes or side paths the area must remain rough and unattractive for use. Wherever available small stone should be scattered over the seeded areas to aid revegetation, and deter off path trampling.
- 16.20 On large eroded areas of steeper slopes or path side banks, where no turf is available to stabilise and aid revegetation, the prepared area may be carefully covered with a soil stabilising woven textile such as Geojute, Terracoir, or similar, which should be pegged down securely in accordance with the manufacturer's instructions. Apply a light covering of soil with supplied seed and fertiliser over the geotextile.

#### 14. **DRAINAGE DITCH** (See Drawing 8 below)

- a. Cut turf lined drainage ditches as detailed in Drawing 8, where necessary and according to the water shedding nature of the surrounding ground and naturally draining slope.
- b. Turf lined drainage ditches will be required to intercept and disperse path and uphill slope drainage away from the area of the path, landscaping and any remaining erosion. They will be cut as inflow and outflow side ditches to effectively collect and disperse water flow by cross path drains, or as lateral ditches to intercept uphill side slope water run off onto the path, or to collect and disperse crossfall drainage from the path.
- c. Ditches must be excavated to allow for maximum water flows and should be a minimum depth of 300mm, with a base width of at least 200mm and the sides angled to provide a width at ground surface level of at least 400mm.
- d. The base of turf lined drainage ditches must provide a smooth and even draining gradient of between 5° and 10°. The gradient should be the maximum required to maintain a smooth waterflow and effective water dispersal but must avoid steep gradients which will cause ditch erosion and soil loss.
- e. Path drain outflow side ditches should be a minimum of 1.0m long and must be further extended as necessary to ensure maximum effective water dispersal away from the pathwork area, and prevent water flowing back onto the lower path.
- f. Side ditches extending path drains to the uphill side must be dug to the length required to ensure maximum effective water catchment from the uphill slope and surrounding ground, and to connect with any lateral ditches across the uphill slope, or to connect with any natural drainage flow.
- g. Where turf lined drainage ditches are cut across side slopes they should extend far enough into adjacent vegetation to prevent water flowing back onto any eroded areas to be revegetated.
- h. Lateral turf lined drainage ditches required to intercept uphill side slope water run off onto the path, or to collect crossfall drainage from the path where there is no available downhill outflow, should be cut at least 1.0m away from the path edge.
- i. Where a lateral ditch is required above the path, to intercept or prevent uphill side slope water run off onto the path, it must connect regularly by side ditches with open stone cross drains.
- j. Where the path traverses for a long length across a side slope or crosses a number of wet flushes, it may be preferable to cut two inflow ditches as Y ditching to connect with cross path drains. This will reduce the visual and environmental impact of a full length lateral ditch but collect as much surface and ground water as possible from the uphill slope.
- k. The Y arms should be between 2m to 10m long and the Y leg should be a minimum of 2m long and at an angle that provides a maximum draining gradient of 10° into the drain.
- l. Where a lateral ditch is required on the downhill path side to take crossfall drainage from the path, it may be necessary to regrade the ground between the path edge and the ditch to ensure water drains effectively



from the path into the ditch. Any vegetation removed in regrading must be transplanted to stabilise and provide a natural path edge.

- m. Soil and vegetation excavated for ditches should be carefully removed as natural shaped turfs and transplanted to form stable mounds on the downhill side of the path drain side ditches, adjacent to the side of the path, in order to stabilise the ditch side and deter off path use. Additional turves should be used to define and contain path edges on eroded areas. If not required for landscaping turves may be used to line the angled ditch sides.

## 15. Stone Flag Path Construction Specification

- a. Using reclaimed stone flags construct a stone flag, over specified lengths.
- b. Flags must be laid, to abut closely lengthways, on a natural alignment which avoids a uniformly straight path, and to achieve the width specified. Where there are seepages, gaps of less than 7.5cm can be left between
- c. The flags must be laid with the roughest, natural surface uppermost. Machined or cut surfaces must not be laid uppermost. Any excessive unnatural detritus on the flags, must be removed before laying, and disposed of, off Site.
- d. The flags should be laid to ensure that the finished Footpath surface is level with adjoining ground, according to the existing ground profile, and to prevent water channelling and scouring along the flag path edge or pooling on the Footpath surface.
- e. Where laid over soft ground the flags should be laid directly onto vegetation or peat. Where deep peat with no vegetative matter is to be crossed it may be necessary to raft, or float, the flag Footpath with a double layer of overlapping flags, as detailed on Drawing 5, see below.
- f. Where laid on wide eroded lengths the flags should be laid up to existing vegetation, on either side of the Footpath, as appropriate to the required natural path alignment.
- g. Where flags are laid directly onto an eroded peat surface or wide eroded area, any available soil and turf from excavated path sections or drainage ditches should be transplanted along the flag sides to soften the path edge and aid revegetation.
- h. The eroded, vegetated or peat, or excavated, surface should be levelled prior to laying, with any large stones removed, to ensure there is no rocking of the flags, or areas where gullies may form under the flags, causing water erosion.
- i. The levelling should be such that when the flag is laid a sideways cross fall is provided and to ensure that any surface gradient along the path is 15 degrees maximum.
- j. Where it is necessary to lay flags on short gradients greater than 15 degrees, flags may be stepped to reduce the surface gradient.
- k. Where adjacent flags are of uneven thickness they may need to be bedded in to ensure an even surface level at the joins. "Stepping" between adjoining flags should be avoided on gradients below 15 degrees.
- l. Where it is necessary to lay smaller flags side by side to obtain the specified width, 'four way' cross joins must be avoided in order to provide a stable interlocking construction. There must be no unnaturally large changes in Footpath width between adjoining flags.
- m. Where significant spring lines or wet flushes are crossed by the Footpath alignment, the flags forming the path surface should be carefully 'rafted' over suitable size flags to form small clapper bridges. It may be necessary to step flags on either side of the feature.
- n. Any open areas between flags and stone drains, or at bends in the Footpath, should be infilled with soil and turf, or with pitched stone, to provide an even surface level.
- o. Construction gaps or joins naturally forming between flags and other stones should be packed with well compacted small stones, to provide firm, stable construction which will not loosen and will not allow water

into and under the construction. Gaps should then be infilled with soil.

- p. All excess excavated soil or vegetation, or any large insitu stones removed when levelling and grading, is to be used to landscape the path edges or moved for use in landscaping adjoining lengths.

## **16. STONE SUPPLY**

- a. The Contractor will be required to source and procure the full requirement of suitable construction stone from an approved source and arrange for delivery and transport to the Site.
- b. The tonnage to be sourced is to be computed from the specified and detailed length, width and depth of pathwork and the specified and detailed stone drains and revetments. Claims for cost of material ordered surplus to requirement will not be entertained.
- c. The Contractor will be expected to use any suitable sized in-situ stone within the area of Works.
- d. Stone which is suitable for gritstone aggregate path construction will be:-  
Base material – graded 75mm to 10mm  
Surface material – graded 25mm to dust
- e. Stone which is of a suitable size for a flag stone path will be to the following dimensions:  
Minimum length/width 750mm  
Minimum depth 75mm
- f. Stone which is of a suitable size for pitching, drains and revetments will be to the following dimensions:-  
Minimum depth of 150mm on any face  
Maximum depth of 500mm on any face.
- g. Each stone should have at least one face with a dimension greater than 300mm, Each stone should have only one face with the minimum dimension of 150mm.
- h. It will be the Contractor's responsibility to move all stone for the works to the best position for use, and throughout the full length of the Works as required.
- i. Unless otherwise indicated it will be the Contractor's responsibility to locate suitable delivery, storage and transport points, including airlift sites as required, for approval by the Nominated Officer.
- j. The Contractor will be required to liaise with landowners to agree delivery, storage and transport of stone loads along any access tracks.
- k. The stone supply may be moved from approved storage points along the path line to the position of work by track barrow or similar low ground pressure machinery as approved by the Nominated Officer.
- l. Mechanical transport of stone over side slopes should be avoided, particularly during wet weather, as far as is reasonably possible. Any necessary movement across side slopes must be kept to an absolute minimum with repeated tracking along single lines avoided.
- m. The stone may be airlifted by helicopter to the path side by approved means. It will be the Contractor's responsibility to appraise and organise a site for airlifting and make all necessary arrangements for the lift site, loading and airlifting operation, including all health and safety requirements.
- n. The Contractor will also be required to ensure and maintain the safety and security of the positioned loads throughout the works. On the steepest gradients stone loads may need to be retained on the slope with barriers.
- o. Airlift bags, pallets, barriers and any other load bearing materials, are to be removed off the site of works as the work progresses.
- p. Any transported stone that is broken or of an unsuitable size to provide a solid and stable construction must not be used in the path construction.
- q. Any unsuitable or excess random size stone which may be left when the path and drain construction is completed is to be used for landscaping, or moved from the Site as directed by the Nominated Officer.

- r. Any damage to the load transportation routes or the storage areas, in respect of ground conditions, features and vegetation, must be remedied by the Contractor.
- s. All stone storage areas must be maintained in a safe condition during the contract, and left in a safe, clean and tidy condition on completion of the Works, to the satisfaction of the Authority's Representative.
- t. The Contractor will be required to supply separation geotextile ("Terram 1000" or equivalent with the prior approval of the Nominated Officer) for aggregate construction over soft sections of the path, as specified.
- u. Any materials for the works that may be supplied by the Authority will be delivered to a specified vehicle access point during the contract. It will be the Contractor's responsibility to move them to the site of works as required throughout the Contract.
- v. The care of all supplied materials will be the responsibility of the Contractor from the commencement of the contract through to completion.

## **17. STONE WATER BAR**

- a. Using suitable sized random block stone construct water bars
- b. The position and alignment of the water bar must be to shed downhill pathwater run off away from the path to the naturally draining downhill slope.
- c. The angle of the water bar to the path should be between 20° and 45° depending on the path gradient and surrounding ground levels, but to provide a minimum downhill draining gradient in the drain channel of 5°.
- d. The water bar construction should extend to 500mm minimum on the outfall path side and 300mm on the inflow path side, in order to prevent erosion and water scour of the path edge, with extending drain channel stones on the outflow side. The outflow channel should be further extended with a large splash plate stone to prevent edge erosion.
- e. Extending outflow drainage ditches should be cut at least 1.0m long but extended as far as necessary to ensure maximum effective water catchment and dispersal away from the path area.
- f. All water bar construction stone must be firmly set into the ground to achieve a solid, stable and durable construction, with no loose or rocking construction stones.
- g. Stones used for the water bar must be pitched in to at least 50% of their maximum height, with adjacent stones closely interlocking to prevent water flow through the bar. Depending on the thickness of the bar stones it may be necessary to construct a double overlapping row to provide a stable construction.
- h. The bar stones must be pitched with a flat upper surface to provide good footholds that tie in and are level with the downhill path surface.
- i. The upstand of the bar stones must be between 125mm and 175mm above the channel stones, with the bar faces interlocking and level to provide easy shedding of water across the path.
- j. The stones extending either side of the path should be larger and with a higher upstand than those in the centre of the path, to ensure water catchment and dispersal from the path sides, and to deter off path movement.
- k. Stones used for the channel above the bar must be bedded in with the upper surface edge level with the uphill path surface and angled from the path surface down to the bar stone.
- l. The width of the channel should be no less than 200mm and the surface faces should be smooth enough to be relatively self cleaning to prevent a build up of silt and debris. Depending on the width of the channel stones it may be necessary to construct an overlapping double course to provide the required channel width.
- m. The channel stones must interlock closely with each other and the bar stones with gaps kept to a minimum

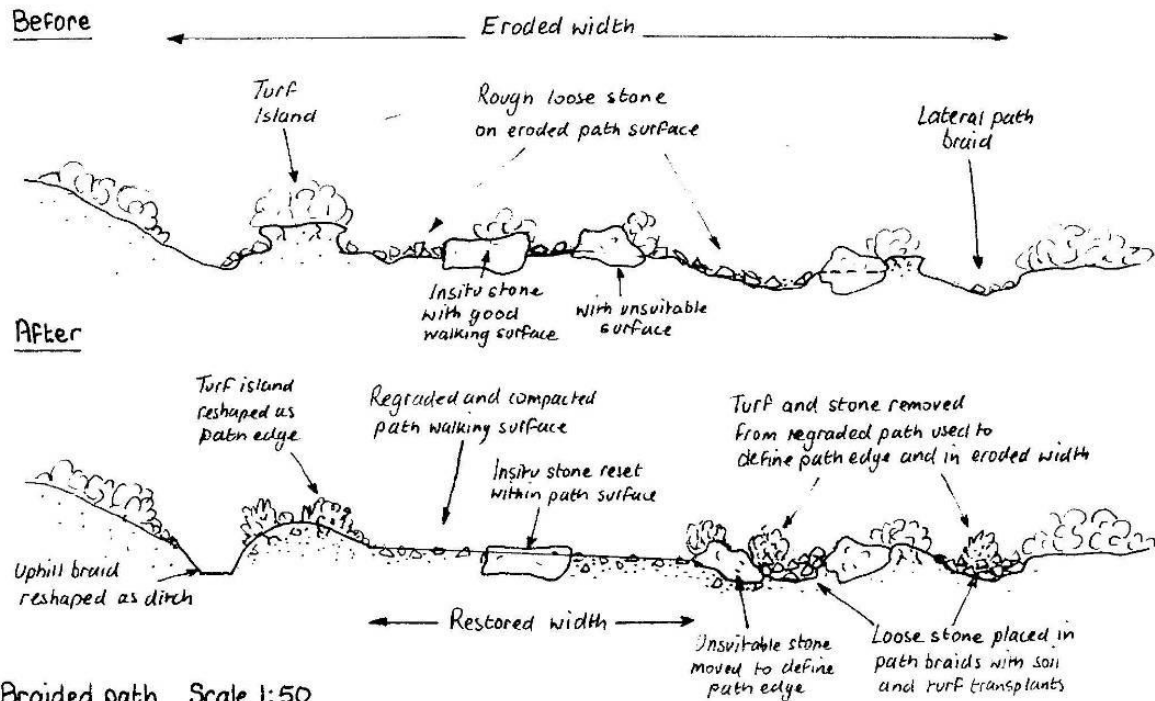
to prevent water ingress or scour.

- n.** Where drains are constructed within a vegetated, natural mineral, aggregate or flagged path on a gradient, the path surface may be pitched, for approximately 0.5m above and below the cross drain to strengthen construction on the downhill side, and facilitate water flow from the uphill path into the drain channel. The stones adjacent to the uphill and downhill path must be pitched so that the upper stone surfaces are level with the regraded, and compacted, restored path surface.
- o.** Where cut off bars are constructed within a pitched path the stones immediately above the bar should be pitched to form a natural drop and channel between the bar and the uphill pitched surface. Path stones below the bar should be pitched in to provide a foothold with the bar stones and form a shallow step up from the downhill path surface.
- p.** Where the drains are constructed within a vegetated, natural mineral, aggregate or flagged path the uphill path surface must be graded over at least 3m above the water bar channel uphill to provide a draining gradient along the path into the constructed channel.
- q.** The downhill path surface should be graded over at least 2m below the water bar as necessary to provide a surface flush with the upper surface of the bar stones.
- r.** All drain stones must interlock tightly. Construction gaps must be firmly packed with compacted small stones, to provide a solid and stable construction that will not loosen and will not allow water into and under the construction. Surface gaps should be infilled with well-compacted soil, to ensure no later settlement.
- s.** Soil and turves excavated for ditches should be placed to form a stable mound on the downhill side of the bars and ditches, adjacent to the side of the path.
- t.** Any excess soil and vegetation or large in-situ stones excavated.

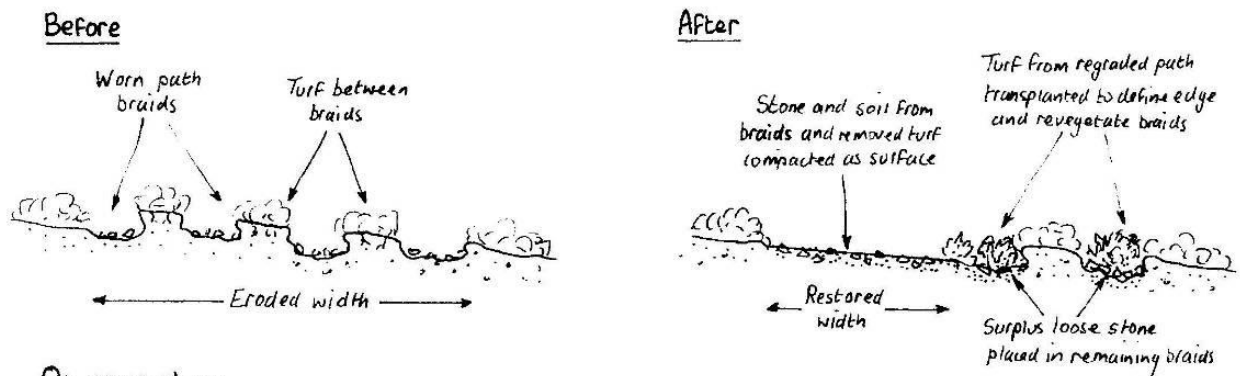
## REGRADEING AND RESTORATION OF EXISTING PATH SURFACE

### Section across path

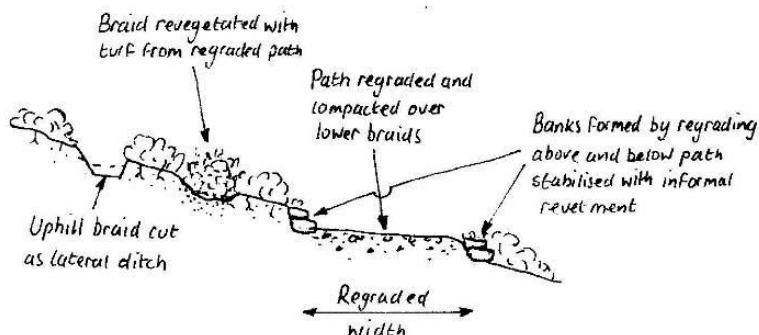
Scale 1:25



### Braided path Scale 1:50



### On cross slope



MOORS FOR THE FUTURE  
PATHWORK SPECIFICATION

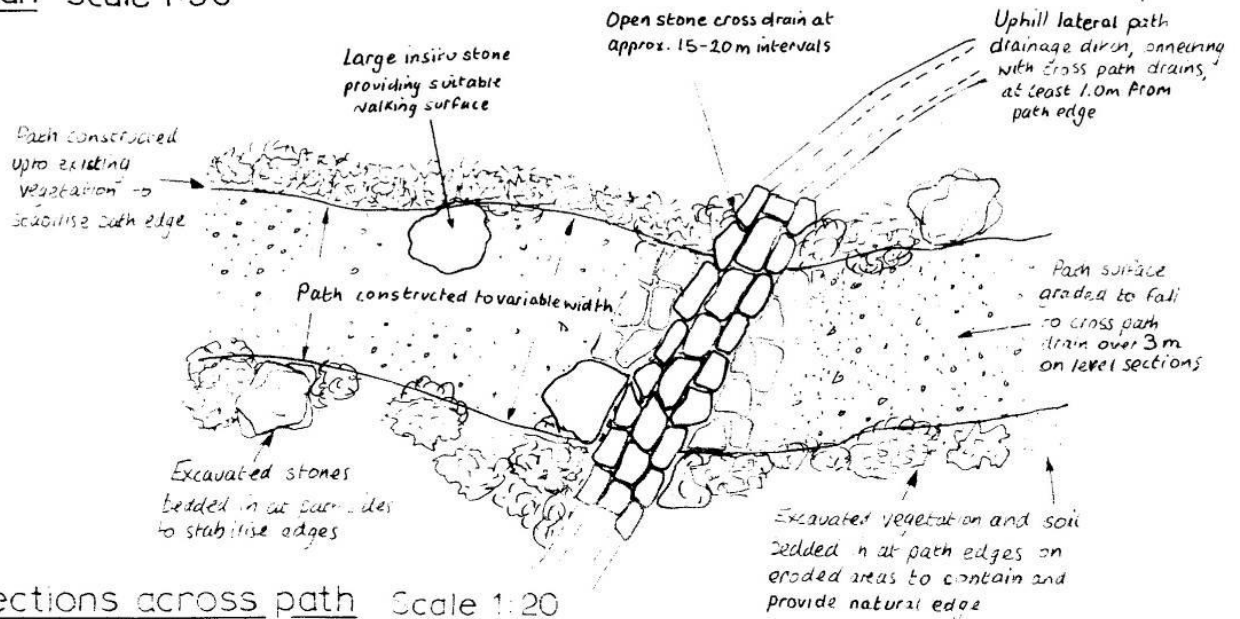
### DRAWING 1 REGRADEING AND RESTORATION OF EXISTING PATH SURFACE

Scale: as shown  
Original drawing by M. Thomas, adapted  
by Moors for the Future, June 2006



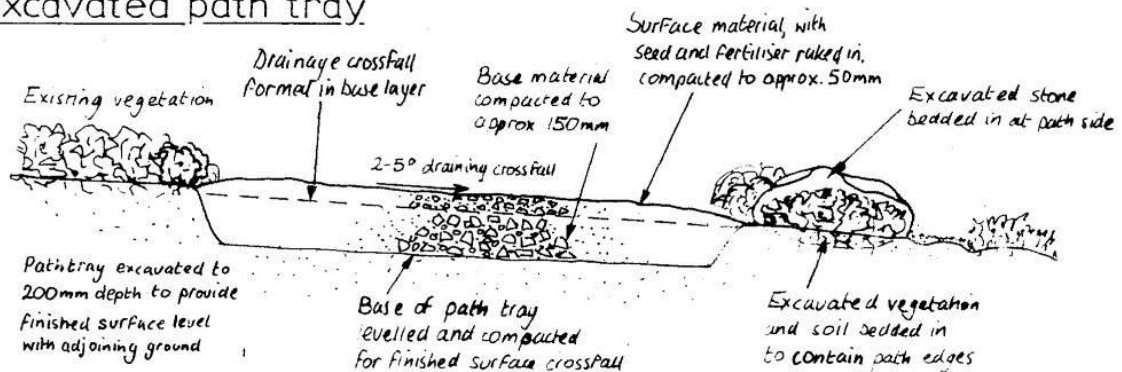
## AGGREGATE PATH

Plan Scale 1:50

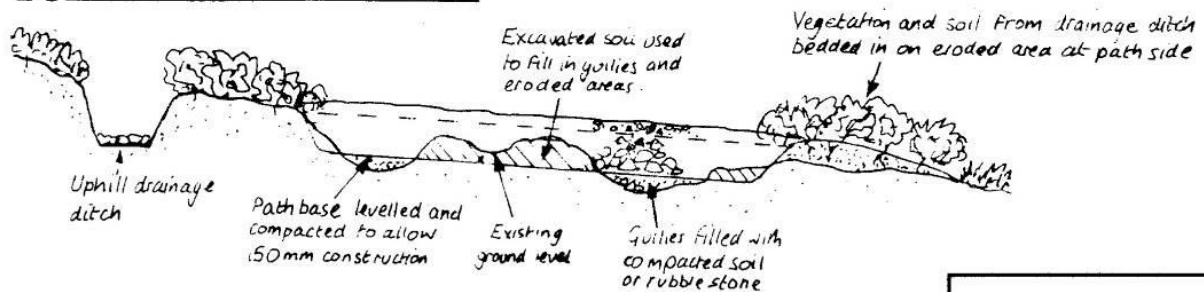


Sections across path Scale 1:20

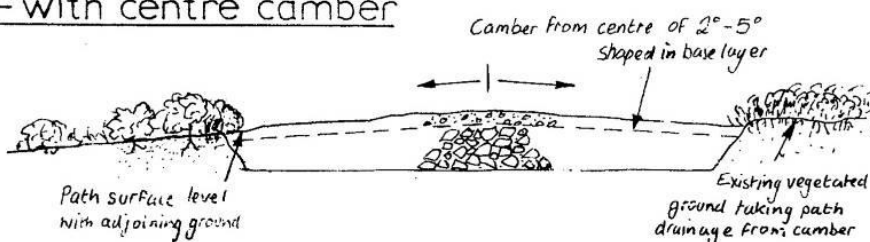
### - excavated path tray



### - gullied or eroded base



### - with centre camber



MOORS FOR THE FUTURE  
PATHWORK SPECIFICATION

#### DRAWING 2

#### AGGREGATE PATH

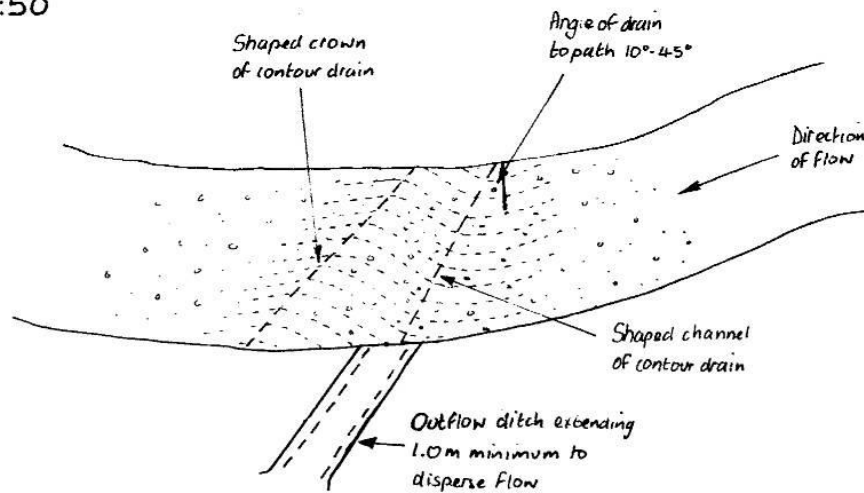
Scale: as shown

Drawn: M Thomas Date: March 2005

## CONTOUR DRAIN

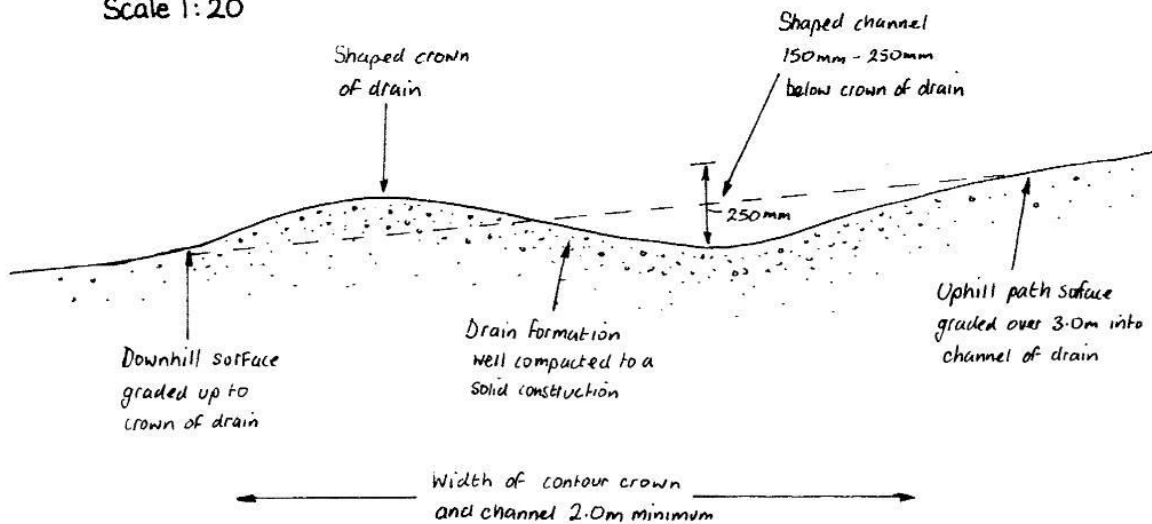
Plan

Scale 1:50



Section across drain

Scale 1:20



MOORS FOR THE FUTURE  
PATHWORK SPECIFICATION

**DRAWING 10**

**CONTOUR DRAIN**

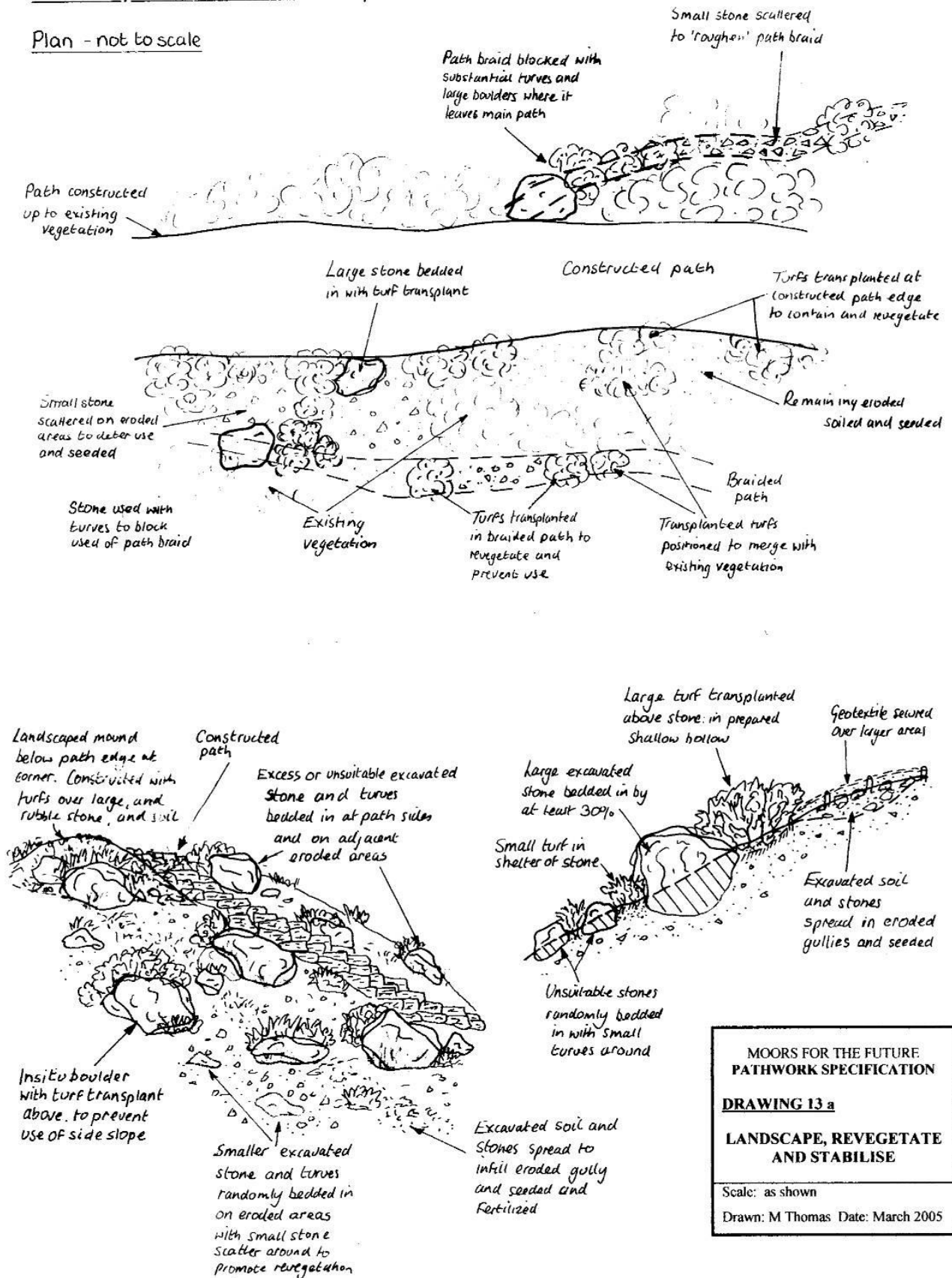
Scale: as shown

Drawn: M Thomas Date: March 2005

## LANDSCAPE, REVEGETATE AND STABILISE

### Eroded path sides and braided paths

Plan - not to scale



MOORS FOR THE FUTURE  
PATHWORK SPECIFICATION

DRAWING 13 a

LANDSCAPE, REVEGETATE  
AND STABILISE

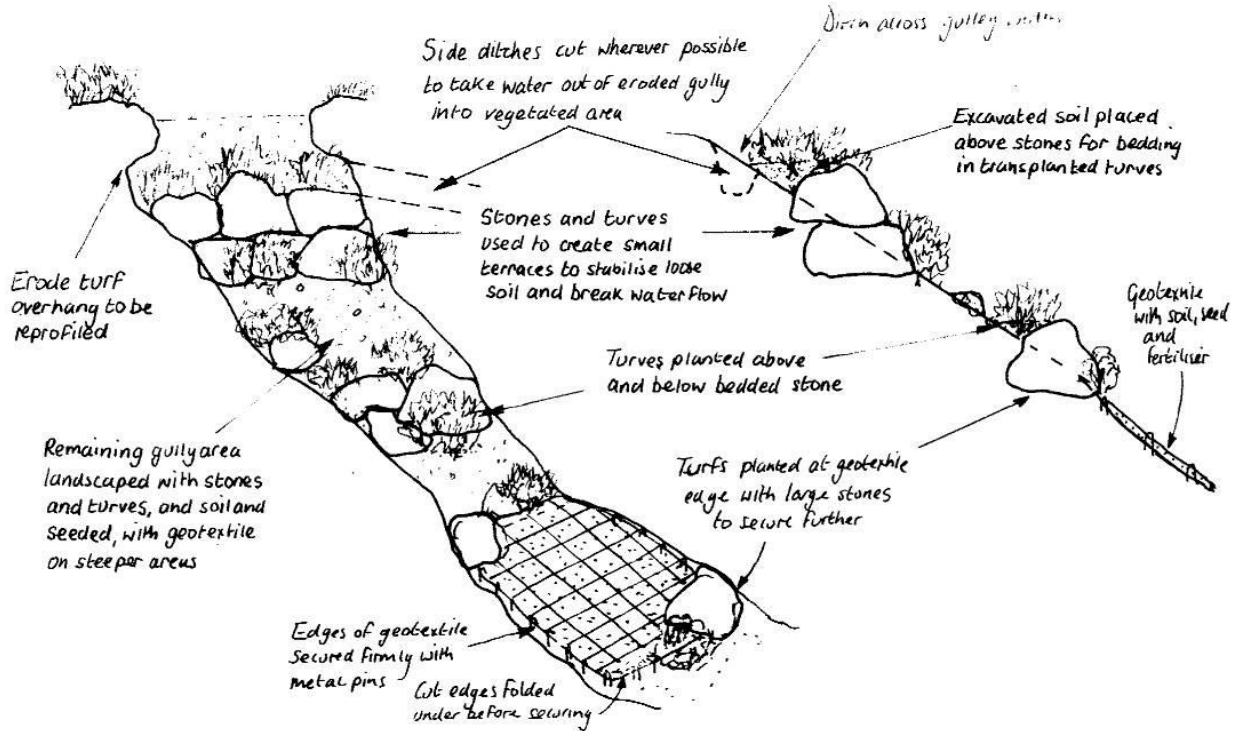
Scale: as shown

Drawn: M Thomas Date: March 2005



## LANDSCAPE, REVEGETATE AND STABILISE

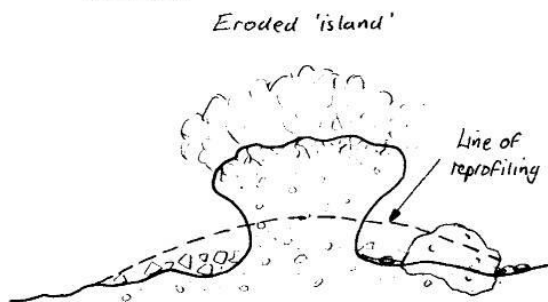
### Eroded gullies and side paths on steep slopes



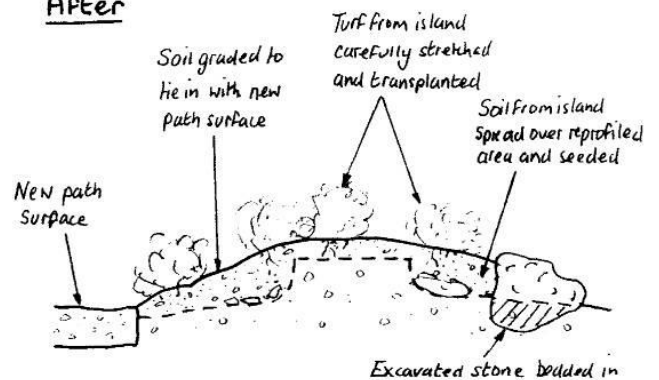
### Turf islands and overhangs

Section - not to scale

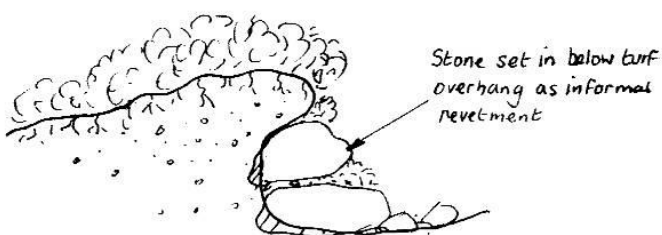
**Before**



**After**



**Turf overhang**



MOORS FOR THE FUTURE  
PATHWORK SPECIFICATION

**DRAWING 13 b**

**LANDSCAPE, REVEGETATE  
AND STABILISE**

Scale: as shown

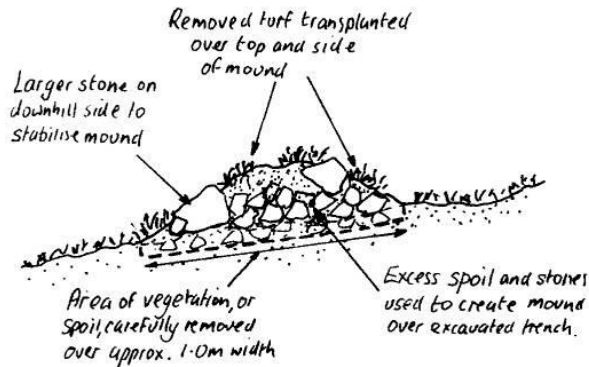
Drawn: M Thomas Date: March 2005

## LANDSCAPE, REVEGETATE AND STABILISE

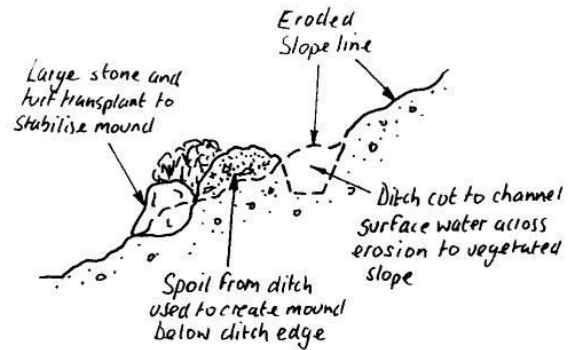
### Use channeling or path blocking mounds

#### Section along slope (not to scale)

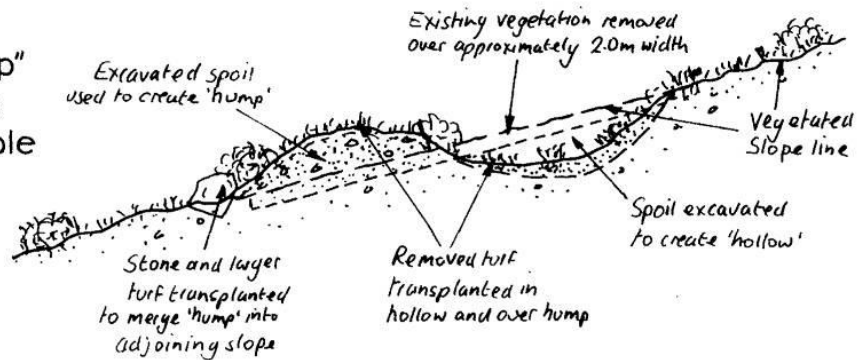
##### With excess stone and soil



##### With ditch on eroded slope



##### "Hollow and Hump" where no excess material available



MOORS FOR THE FUTURE  
PATHWORK SPECIFICATION

#### DRAWING 13 c

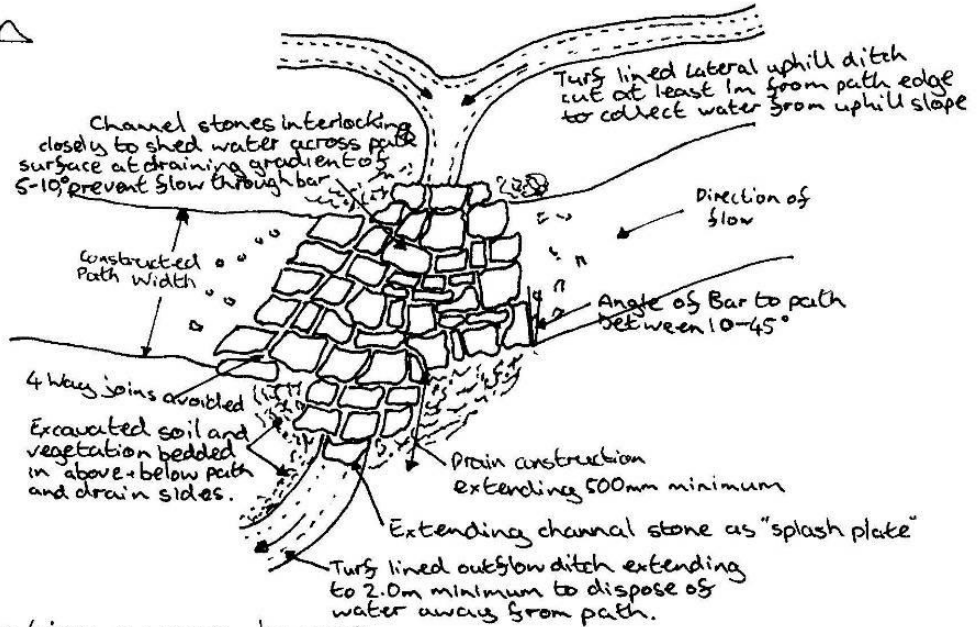
LANDSCAPE, REVEGETATE  
AND STABILISE

Scale: as shown

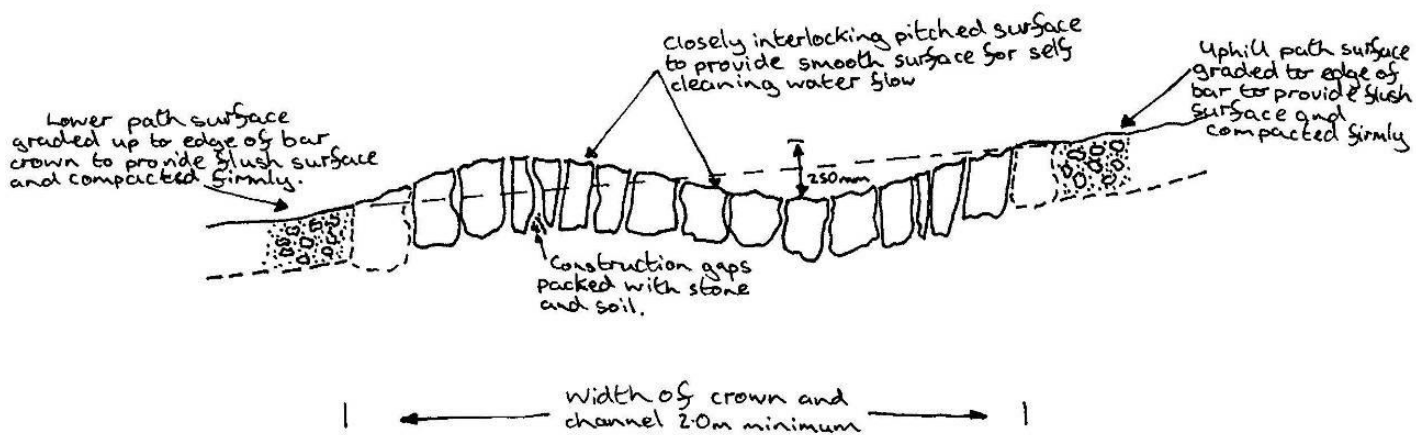
Drawn: M Thomas Date: March 2005

## OPEN STONE CROSS DRAIN AND DITCH

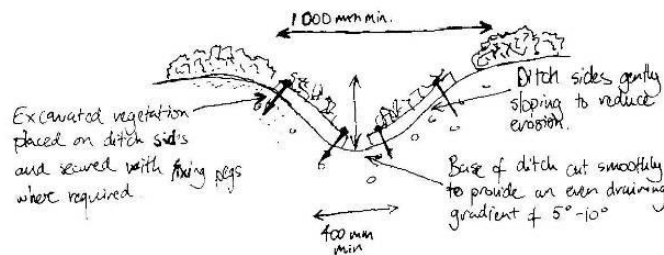
Plan



Section across hump



Section across ditch



MOORS FOR THE FUTURE  
PATHWORK SPECIFICATION

**DRAWING 8**

**OPEN STONE CROSS DRAIN  
AND DRAINAGE DITCH**

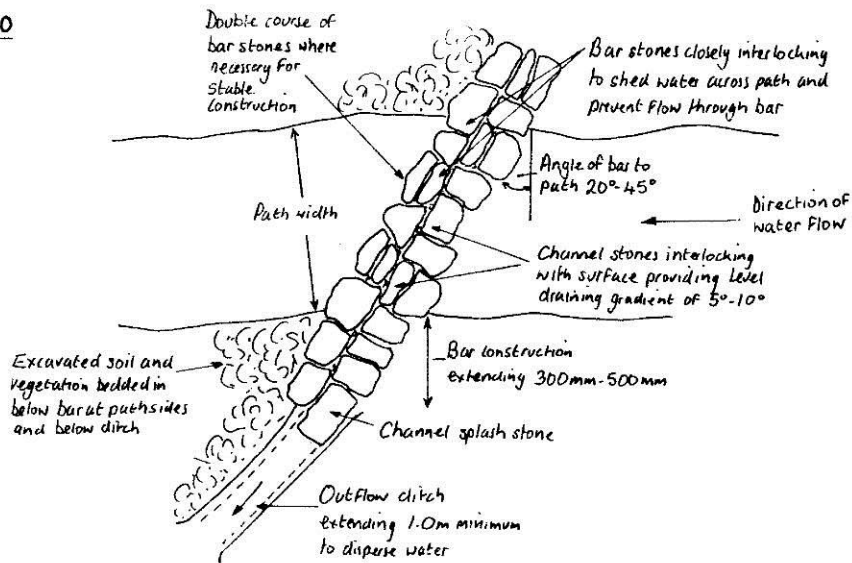
Scale: as shown  
Original drawing by M. Thomas, adapted by  
Moors for the Future, June 2006



## STONE WATER BAR

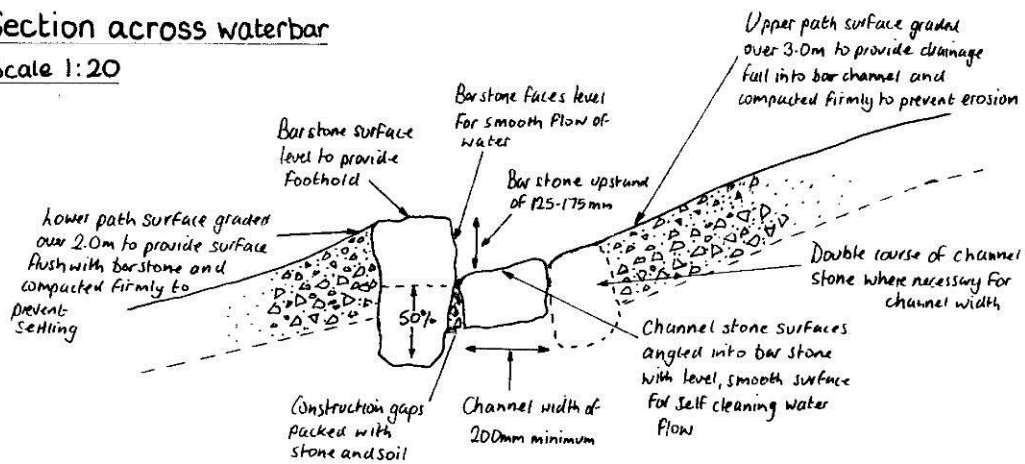
### Plan

Scale 1:50



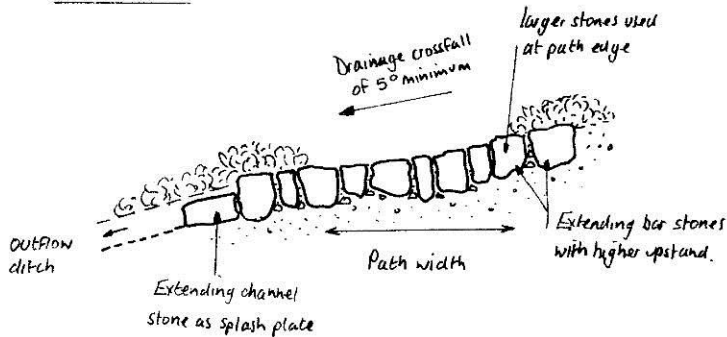
### Section across waterbar

Scale 1:20



### Section across path

Scale 1:50



MOORS FOR THE FUTURE  
PATHWORK SPECIFICATION

#### DRAWING 9

#### STONE WATER BAR

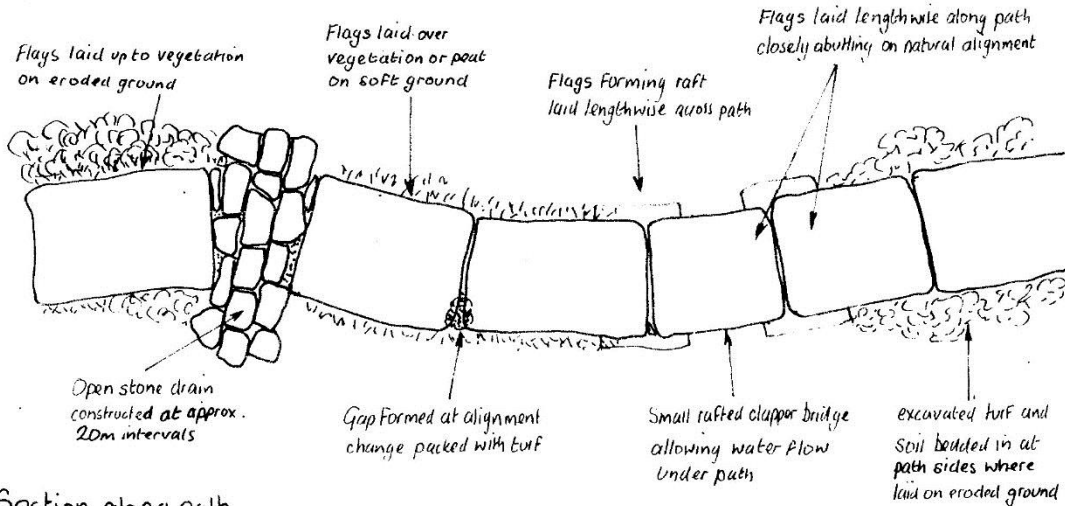
Scale: as shown

Drawn: M Thomas Date: March 2005

## STONE FLAG PATH

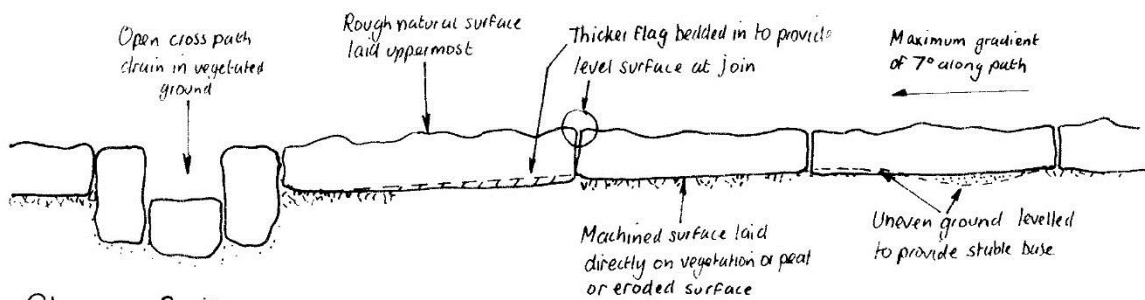
### Plan

Scale 1:40



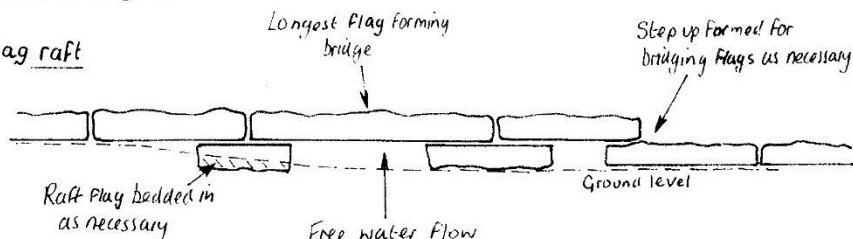
### Section along path

Scale 1:20

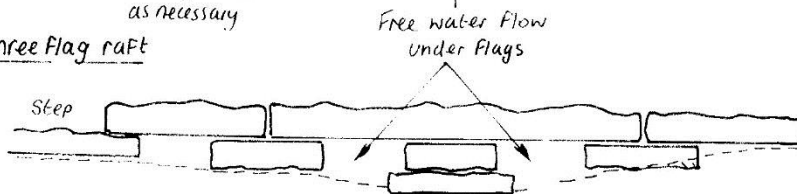


### Clapper Bridges

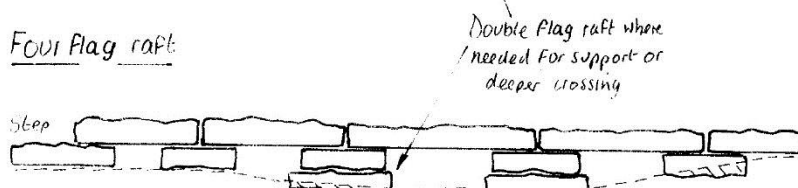
#### Two flag raft



#### Three flag raft



#### Four flag raft



MOORS FOR THE FUTURE  
PATHWORK SPECIFICATION

#### DRAWING 5

#### STONE FLAG PATH AND FLAG CULVERT

Scale: as shown

Drawn: M Thomas Date: March 2005



## **APPENDIX 4 - FORM OF TENDER**

### **RELATING TO MFF: 80 2019-20 Great Ridge Path Restoration**

To: The Peak District National Park Authority

- I/We the undersigned, hereby Tender and offer to perform the Contract, details of which was set out in the Invitation to Tender supplied to me/us for the purpose of Tendering for the Contract, and agree to do so in accordance with the terms of the Invitation to Tender.
- I/We confirm that I/We will provide the Contract at the price provided in my/our Tender.
- I/We confirm that the price provided in my/our Tender will not be subject to any increase otherwise than as determined in accordance with the Contract.
- I/We confirm that this Tender will remain valid and open for acceptance without variation for at least 90 days from the closing date for the receipt of Tenders.
- I/We confirm that we agree the Contract and undertake that in the event of our Tender being accepted to execute the Contract (subject to any permitted amendments) promptly and in any event within four (4) weeks from the date on which I/we receive notification that our Tender is successful and in the interim perform the Works in accordance with the Contract (subject to such amendments).
- I/We confirm that attached to this Tender are ALL of the following:
  - Certificate of Non-Collusive Tendering;
  - Completed Tender Questionnaire;

Enter Tender Price in Words and Figures below:

- 
- I/We confirm that the information supplied to you and forming part of this Tender, including, for the avoidance of doubt, any information supplied to you as part of my/our initial expression of interest in Tendering, was true when made and remains true and accurate in all respects.
  - I/We understand that any false representations, including but not limited to, changes to forms, could result in this Tender being rejected or subsequent contract termination.
  - I/We confirm and undertake that if any information supplied becomes untrue or misleading that I/We will notify you immediately and will update such information as is required.
  - I/We confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

### **SUB-CONTRACTORS**

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

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

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

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

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

#### **Sub-contractor**

#### **Section or nature of Works**

#### **Name and address**

#### **to be sub-let**

Signed ..... Signed .....

For and on behalf of .....



## **APPENDIX 5 - TENDER QUESTIONNAIRE**

### **PEAK DISTRICT NATIONAL PARK AUTHORITY MFF 80 2019-20 GREAT RIDGE PATHWAY RESTORATION INVITATION TO TENDER (ITT) OPEN PROCEDURE**

#### **Standard Selection Questionnaire suitability assessment questions**

##### ***Potential Supplier Information: Part 1***

*When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the ITT. This section is not scored but is required information*

##### ***Part 2 is not used***

##### ***Supplier Selection Questions: Part 3***

*If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.*

##### ***Consequences of misrepresentation***

*If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.*

##### **Notes for completion**

- 1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.*
- 2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.*
- 3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.*
- 4. For Part 1 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.*

*The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.*

## **Part 1: Potential supplier Information**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 self-declaration.

Section 1 is not scored but is required information.

Section 1	Potential contractor information	
Question no.	Question	Response
1.1(a)	Full name of the potential contractor submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status  a)public limited company  b)limited company  c)limited liability partnership  d)other partnership  e)sole trader  f)third sector  g)other (please specify your trading status)	
1.1(d)	Trading name(s) that will be used if successful in this procurement	
1.1(e)	Relevant classifications (state whether you fall within one of these, and if so which one)  a) voluntary Community Social Enterprise (VCSE)  b) public service mutual	
1.1(f)	Are you a Small, Medium or Micro Enterprise (SME) <sup>1</sup> ?	Yes <input type="checkbox"/> No <input type="checkbox"/>

### Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

<sup>1</sup> See EU definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)





I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
	Question	Response
	Contact name	
	Name of organisation	
	Role in organisation	
	Phone number	
	E-mail address	
	Postal address	
	Signature	
	Date	

## Part 2: Selection Questions

Section 1	Economic and Financial Standing	
	Question	Response
1.1	Are you able to provide a copy of your audited accounts for the last two years, if requested?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.2	Have you the economic and financial resources to deliver the Contract requirements	Yes <input type="checkbox"/> No <input type="checkbox"/>

<b>Section 2</b>	<b>Technical and Professional Ability</b>		
<b>2.1</b>	<b>Relevant experience and contract examples</b>  Please provide details of up to two contracts in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for such works should have been performed during the past three years. The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below. If you cannot provide examples see question 2.3		
	<b>Contract 1</b>	<b>Contract 2</b>	
<b>Name of customer organisation</b>			
<b>Point of contact in the organisation</b>			
<b>Position in the organisation</b>			
<b>E-mail address</b>			
<b>Description of contract</b>			
<b>Contract Start date</b>			
<b>Contract completion date</b>			
<b>Estimated contract value</b>			
<b>2.2</b>	If you cannot provide at least one example for questions 2.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have performed such works in the past but not under a contract.		

<b>Section 3</b>	<b>Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015</b>	
<b>3.1</b>	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
<b>3.2</b>	If you have answered yes to question 3.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> No <input type="checkbox"/>

#### 4. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 4	
Additional Questions	
4.1	Technical Capabilities
a.	<p>Has the Tenderer suffered from any of the following:</p> <ul style="list-style-type: none"> <li>failed to complete a contract on time, there has been a successful</li> <li>claim for damages, damages have been deducted or recovered or</li> <li>where the contract has been terminated?</li> </ul> <p>(If yes, please provide details as a separate appendix including name, address, description, reason for the claim and remedies taken).</p> <p>You may be excluded if you are unable to explain the background and any measures you have taken to rectify the situation</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
4.2	Compliance with Equalities Legislation
a.	<p>In the <b>last three years</b>, has any finding of unlawful discrimination been made against your organisation by an;</p> <ul style="list-style-type: none"> <li>Employment Tribunal,</li> <li>An Employment Appeal Tribunal; or</li> <li>Any other court (or in comparable proceedings in any jurisdiction other than the UK)?</li> </ul> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
b.	<p>In the <b>last three years</b>, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered “<b>yes</b>” to one or both of the questions in this section 4.2, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
C	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
4.3	Health and Safety
a.	<p>Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

<b>b.</b>	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the <b>last three years</b>?</p> <p>The Authority <b>will exclude</b> Bidder(s) that have been in receipt of enforcement/remedial action orders unless the Bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>c.</b>	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No



## **1. APPENDIX 6 - NON-COLLUSIVE TENDERING CERTIFICATE**

### **NON COLLUSIVE TENDERING CERTIFICATE**

To Peak District National Park Authority

Dear Sir / Madam

- I/we hereby certify that this is a bona fide offer, intended to be competitive, and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).
- I/We also certify that I/We have not done, and undertake that I/We will not do, at any time during the Tender process or in the event of my/our Tender being successful while the resulting Contract is in force, any of the following acts:
  - 1) enter into any agreement or agreements with any other person that they shall refrain from tendering to Peak District National Park Authority or as to the amount of any offer submitted by them; or
  - 2) inform any person, other than Peak District National Park Authority as part of this tender process, of the details of the Tender or the amount or the approximate amount of my/our offer except where the disclosure was in confidence and was essential to obtain insurance premium quotations required for the preparation of the Tender; or
  - 3) cause or induce any person to enter into such an agreement as is mentioned in paragraph 1) and 2) above or to inform us of the amount or the approximate amount of any rival Tender for the Contract; or
  - 4) commit any offence under the Public Bodies Corrupt Practices Act 1889, Bribery Act 2010 nor under Section 117 of the Local Government Act 1972; or
  - 5) offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the performance of the Project covered by the Tender any act or omission.
  - 6) I/we hereby certify that I/we have not canvassed any member, Director, employee, contractor or adviser of Peak District National Park Authority in connection with this Tender and the proposed award of the Contract, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.
- I/we further hereby undertake that I/we will not canvass any member, Director, employee, contractor or adviser of Peak District National Park Authority in connection with this Tender and the proposed award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.
- In this Certificate the word "person" includes any person, body or association, corporate or incorporate and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

Signed .....

Signed .....

For and on behalf of .....

For and on behalf of.....

**APPENDIX 7**  
**FORM OF CONTRACT**

**CONTRACT PARTICULARS**

<b><u>Date</u></b>	
<b><u>Tender Return Date</u></b>	
<b><u>Works Commencement Date</u></b>	
<b><u>Contract Period</u></b>	
<b><u>Works Completion Date</u></b>	The date that the Nominated Officer notifies the Contractor that the Works have been practically completed to its entire satisfaction
<b><u>Target Completion Date</u></b>	
<b><u>Milestones</u></b>	
<b><u>Defects Liability Period</u></b>	The period of one year from the Works Completion Date
<b><u>Price</u></b>	
<b><u>Moors for the Future Contract Reference</u></b>	<b><u>MFF80 2019-20</u></b>





**THIS CONTRACT** is made the.....day of .....20

**BETWEEN :-**

- (1) The Peak District National Park Authority of Aldern House, Baslow Road, Bakewell, Derbyshire DE45 1AE (hereinafter called "**the Authority**") of the one part; and
- (2) [ ] (company number [ ] whose registered office is at [ ] (hereinafter called "**the Contractor**") (VAT No. [ ]) of the other part.

**WHEREAS** the Authority requires that the Works should be performed and has accepted a Tender by the Contractor for the performance of the Works

**NOW THIS CONTRACT WITNESSES** as follows:-

1. The following documents shall be deemed to form and be read and construed as part of this Contract  
viz:  
Section 1: Project Objectives, Specification, Detailed Conditions and Form of Tender  
Section 2: Information and Instructions for Submitting a Tender  
Section 3: Definitions and Standard Conditions of Contract  
Annexures

These documents together form the Tender request – [ ]

2. In consideration of the Payments to be made by the Authority to the Contractor as hereinafter mentioned the Contractor hereby agrees and undertakes with the Authority to perform the Works in accordance with the attached Tender dated on the Tender Return Date with the following variations:
  - a. All Works will be undertaken at the rates identified in the Tender;
  - b. The Authority will pay for the amount of Material and / or nature of the Works actually requested via an official Purchase Order form;
  - c. The Works Commencement Date will be notified to the Contractor and will be clearly identified on the relevant Purchase Order form;
  - d. [Further variations]
3. The Authority hereby agrees and undertakes to pay to the Contractor the Payments in consideration of the performance of the Works in accordance with the terms of the Contract (subject to the above variations).
- 4 The Price is as set out in the Contract Particulars.



**SIGNED** by the parties hereto or their authorised signatories on the day and year first above written.

.....Signed by an authorised signatory on behalf of  
Peak District National Park Authority

(Signature of,  
Peak District National Park Authority)

Signed on behalf of  
[the Contractor]

.....  
Director

.....  
Director/Secretary

**NOTE: This Contract will not be signed by the Tenderer until final acceptance of the Tender.**