



## Standard Contract for Goods and/or Services - Order Form

1. Purchase Order Number	To be confirmed	
2. Customer	Redacted under FOIA Section 40 F Natural England, Avalon Marshes Centre, Shapwick Road, Westhay, Somerset. BA6 9TT	
3. Contractor(s)	Porter Plant Hire Services, Moorhouse Farm, Southwick Road, Mark, TA9 4LJ.	
4. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables:  Natural England	
5. The Agreement	<p>This Order is part of the Agreement and is subject to the terms and conditions referenced at Appendix 1 and shall come into effect on the Start Date.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</p> <p>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</p> <ul style="list-style-type: none"><li>a) this Order;</li><li>b) the terms and conditions at Appendix 1; and</li><li>c) the remaining Appendices (if any) in equal order of precedence.</li></ul>	
6. Deliverables	Applicable Deliverables	Goods Only: <input type="checkbox"/> Services Only: <input checked="" type="checkbox"/> Good and Services: <input type="checkbox"/>
	Goods	None
	Services	<p>To be completed between: 01/09/24 and 31/03/25</p> <ul style="list-style-type: none"><li>1. Supply and installation of three culverts each with a 450mm rigid twin-walled 6-meter-long plastic pipe, with galvanised steel motorway barrier headwalls in a geotextile membrane surround with minimum depth of 400mm of clean, crushed locally sourced stone compacted to ground level. Each pipe to be fitted with 450mm non-return (flap) valve. Vertical component of headwalls must reach a depth of 3500mm meters to anchor the structures to the clay bed beneath the peat soils, the top of the headwalls must be at ground level.</li><li>2. Supply and install 12-foot galvanised metal gates with galvanised metal posts and wooden wings at each of the three culvert locations.</li></ul> <p>Redacted under FOIA Section 43 Commercial Information</p>

7. Start Date	09/09/24
8. Expiry Date	31/03/25
9. Charges	The Charges for the Goods and/or Services shall be as set out in Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement.
10. Payment	Payments will be made to the successful contractor upon receipt of final invoice by BACS via Purchase Order
11. Contractor's Liability Cap (Clause 13.2.1)	[A sum equal to £5,000,000].
12. Customer's Authorised Representative(s)	For general liaison your contact will continue to be Redacted under FOIA Section 40 Personal Information
13. Contractor's Authorised Representative	For general liaison your contact will continue to be Redacted under FOIA Section 40 Personal Information
14. Optional Intellectual Property Rights ("IPR") Clauses	The Customer has chosen Option <b>B Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement</b> ]. in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.
15. Progress Meetings and Progress Reports	<ul style="list-style-type: none"> <li>The Contractor shall provide the Customer with progress reports upon completion of each culvert</li> </ul>
16. Address for notices	<div>Customer:</div> <div>Contractor:</div> Redacted under FOIA Section 40 Personal Information
17. Key Personnel of the Contractor	<div>Key Personnel Role:      Key Personnel      Contact Details:</div> Redacted under FOIA Section 40 Personal Information
18. Procedures and Policies	For the purposes of the Agreement:  <b>Working Method will follow:</b>  Somerset IDB Gateway Construction Culvert Sequence Guide – but using Galvanised Steel Motorway Barrier Headwalls  <b>Specifications will follow Somerset Drainage Boards Consortium:</b>  NRV1 Culvert NM Corner IDB Consent Application NRV2 Culvert NM Corner IDB Consent Application NRV3 Culvert NM Corner IDB Consent Application

	<p>Risk Assessment to be agreed with Natural England prior to commencement of works.</p> <p>Contractor completed Natural England H&amp;S Contractor Competence form.</p>
19. Special Terms	N/A
20. Additional Insurance	<i>Insurance to be in place in line with industry best practice</i>
21. Further Data Protection Provisions	<p>The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:</p> <p>Yes: <input type="checkbox"/></p> <p>No: <input checked="" type="checkbox"/></p>

Signed for and on behalf of the <b>Customer</b>	Signed for and on behalf of the <b>Contractor</b>
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## **Appendix 1: Terms and Conditions**

The Customer's Standard Good & Services Terms and Conditions which can be located on the [Natural England Website](#) and which are called 'Standard Goods & Services Terms and Conditions'



## Appendix 2: Specification/Description

# North Moor replacement of Culverts with Non-return Valves NRV Culverts NM Corner – Specifications of Requirements

Replace three existing 450mm culverts with non-return valves, and gateways, previously installed by the Environment Agency in the 1990s. Culverts to allow cattle to cross ditches. Non-return valves were fitted to act as a water supply into the North Moor Corner Raised Water Level area when water levels within internal ditches are lower than external levels.

The wooden headwalls of the culverts are severely degraded and in places material compacted around the culvert pipes has collapsed into the field and ditch. Replacement structures required to make the crossings safe and operational.

### 1. To create dry working area:

Either side of working area, install interlocking trench sheet piles with an excavator to create temporary dams across the ditch. Each pile to be inserted vertically into the ditch/ditch bank with downward pressure from the excavator ensuring the ball and socket joints are connected. Remove vegetation and detritus from working area with a ditching bucket from an excavator. Drain water/mud from the working area with a pump, pump to be used during working activities for the duration of the project.

Works will be conducted during periods of dry weather. Do not work during wet conditions where use of machinery may cause poaching of soft ground.

### 2. Method of works

Temporary works as detailed above will create a dry working area.

**Working Method will follow:**

**Somerset IDB Gateway Construction Culvert Sequence Guide – but using Galvanised Steel Motorway Barrier Headwalls**

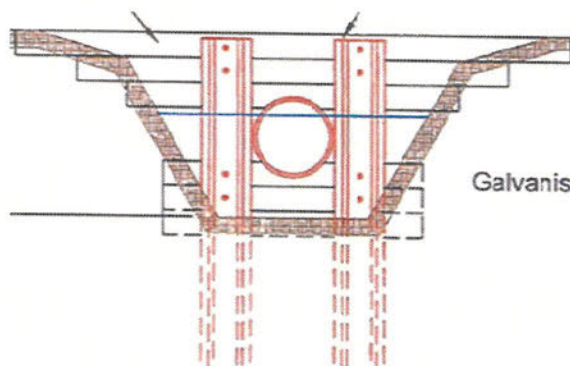
**Specifications will follow Somerset Drainage Boards Consortium:**

**NRV1 Culvert NM Corner IDB Consent Application**

**NRV2 Culvert NM Corner IDB Consent Application**

**NRV3 Culvert NM Corner IDB Consent Application**

Steel motorway barrier headwalls will be created six metres apart using a tracked low-ground pressure excavator to push the vertical components headwalls 1 meter into the clay layer peat bed of the ditch. The peat is up to 2.5 therefore, the vertical component of the required to reach approximate depth of 3.5 anchor the structure to the clay bed peat soils. The top of the headwalls will be ground level.



of the  
beneath the  
meters deep;  
headwall is  
meters to  
beneath the  
flush with

Piles will be driven into the ditch bed by excavator, and crossing timbers affixed, to pipe once installed.

the  
support the



A foundation of compacted graded will be created upon which the wide, rigid, twin-walled plastic pipe

A geotextile membrane will be under the pipe which will sit on the bed and the steel motorway headwall; the headwalls will be place with metal tie bars. Additional steel motorway barriers installed to the headwall to secure in place, with a box beam crash along the top.

Clean crushed stone will be added compacted in layers around the

The geotextile membrane will be folded back over the pipe and further stone added and compacted. Minimum 400mm layer of stone to be added between the top of the pipe and ground level. The final layers of stone will be compacted using a road roller. The height of the completed culvert will be at ground level.

Each pipe will be fitted with a 450mm non-return (flap) valve.

A 12ft metal gate with wooden wings will be installed infield of the culvert to allow control of cattle movements. Galvanised metal to be used for gate posts.

Any damage to the ground caused by the workings or the excavator will be made good upon exit.

### 3. Environmental considerations

Excavator will be refuelled off-site, on hard standing, at a minimum 10m from ditches/watercourses/wetlands. Biodegradable oil shall be used where appropriate. Spill kit must be present on site and used if/when required.

During access, machinery will avoid soft areas of ground to reduce poaching. Firmer ground such as the edges of the fields to be used for access.

Stone used for the culvert will be clean and locally sourced.

Arisings from the derelict structure will be removed once the area has been dewatered, to prevent sedimentation downstream. Arisings will not be left on the land in low-lying areas, or deposited onto ditch banks as this would reduce the value of the land for wading birds and reduce the efficacy of the gateway.

Work will be completed as quickly as possible and over as small an area as is possible to work safely in, to reduce the potential impact on ditch flora and invertebrates. Clearance of vegetation will be conducted by Natural England prior to the works taking place, clearance operations will take place outside of the breeding bird season [March to August inclusive].

Works will occur within North Moor SSSI. Natural England assent has been granted for these works as part of North Moor SSSI Assent 0905231009RM. To avoid impacts to wintering and breeding waders and wildfowl, features of the SSSI, repair/replacement of like-for-like structures is granted with works restricted to September/October. Works may only occur outside of this time period if an ecological survey conducted by Natural England does not identify the presence of breeding or wintering waders or wildfowl which may be impacted by the works.

Parrett Internal Drainage Board consent C-PA-002650 has been granted for works.



**Steel (motorway barrier) headwall**

stone  
450mm  
will rest.

installed  
stone  
barrier  
held in

will be  
the pipe  
barrier

and  
pipe.

## 4. Maintenance

Natural England, or tenants of Natural England, shall be responsible for maintenance of the structure for as long as Natural England owns the land.

## 5. Outputs and timescales

The main outputs for this project will be:

1. Installation of 3x culverts with non-return valves.

Key timescales:

Project start 1<sup>st</sup> September 2024

Contract Completed by 31/03/2025

Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in advance of any work commencing and may be subject to further competition.

## Project management

6. The contractor will appoint a project leader who must have sufficient experience, authority to act on behalf of the contractor and time allocated to manage the project effectively. The contractor's project leader (CPL) will be responsible for the management and delivery of the project and will act as the liaison point, particularly liaison between members of any consortium, with the Natural England project manager (NEPM).

## 7. Supporting Documentation

The following supporting documentation should be provided:

- Health & safety Policies/certificates
- Environment Policies
- VAT registration number
- Public Liability Insurance
- Professional Indemnity Insurance
- CV's
- Past Work
- Sustainable Procurement Practices

## 8. Sustainability

As a delivery partner, the successful contractor is expected to pursue sustainability in their operations, thereby ensuring Natural England is not contracting with a supplier whose operational outputs run contrary to Natural England's objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project. The successful contractor is likely to be able to provide a copy of their environmental policy and any environmental accreditation schemes such as ISO 14001 or EMAS which they have been awarded

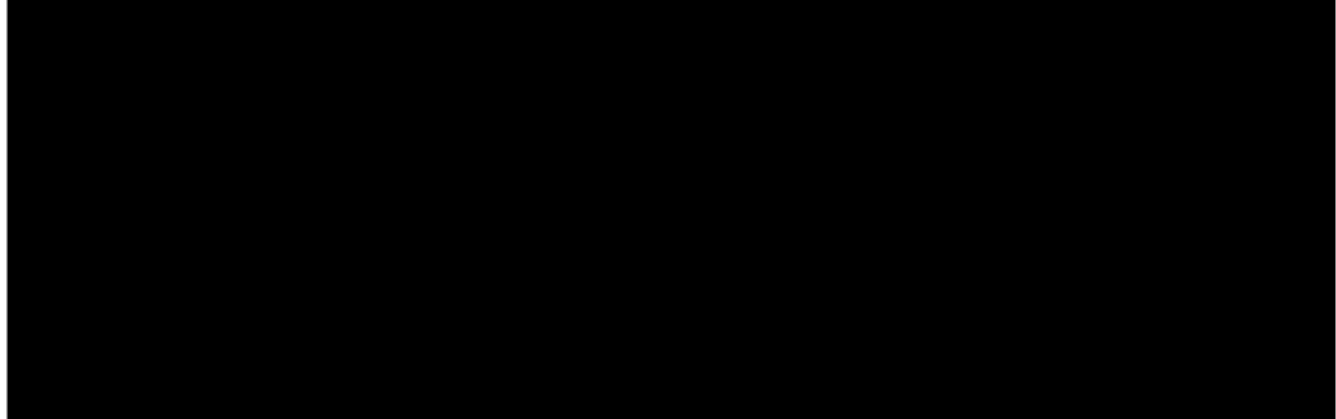


or are working towards.

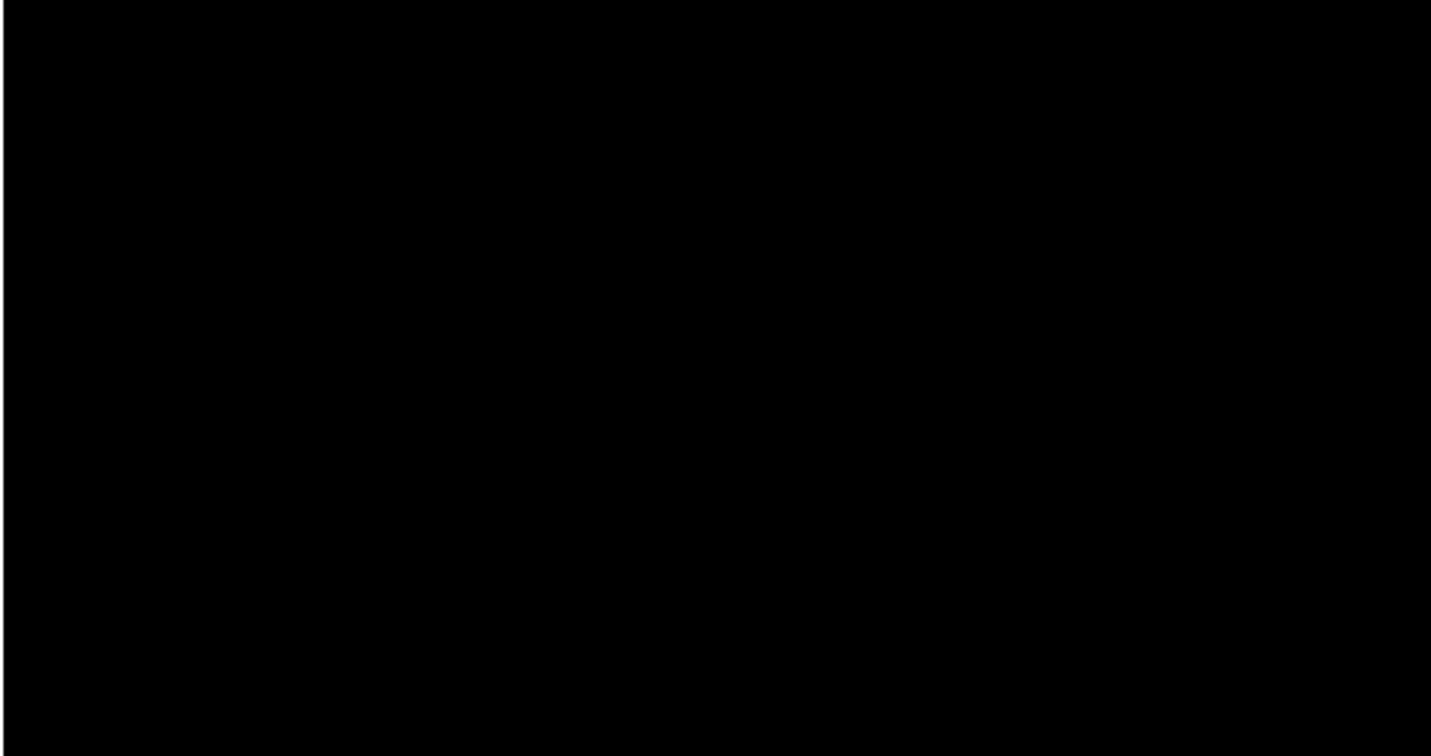
- a. **Operational Sustainability** - Explain to Natural England what your organisation is doing to incorporate sustainability within its operations. This may include any details you are able to provide in relation to steps you may be taking to reduce your carbon footprint.
- b. **Environmental Management** - Detail what you will do to assess the environmental impact of completing this project and provide mitigations. Examples may include operational measures to reduce emissions and noise impacts, efficient energy use, efficient use of raw materials and minimisation of waste where possible.

#### 9. Key Natural England Contact

Redacted under FOIA Section 40 Personal Information



Redacted under FOIA Section 40 Personal Information







*Figure 2. Photograph of culvert with wooden headwall and non-return valve.*





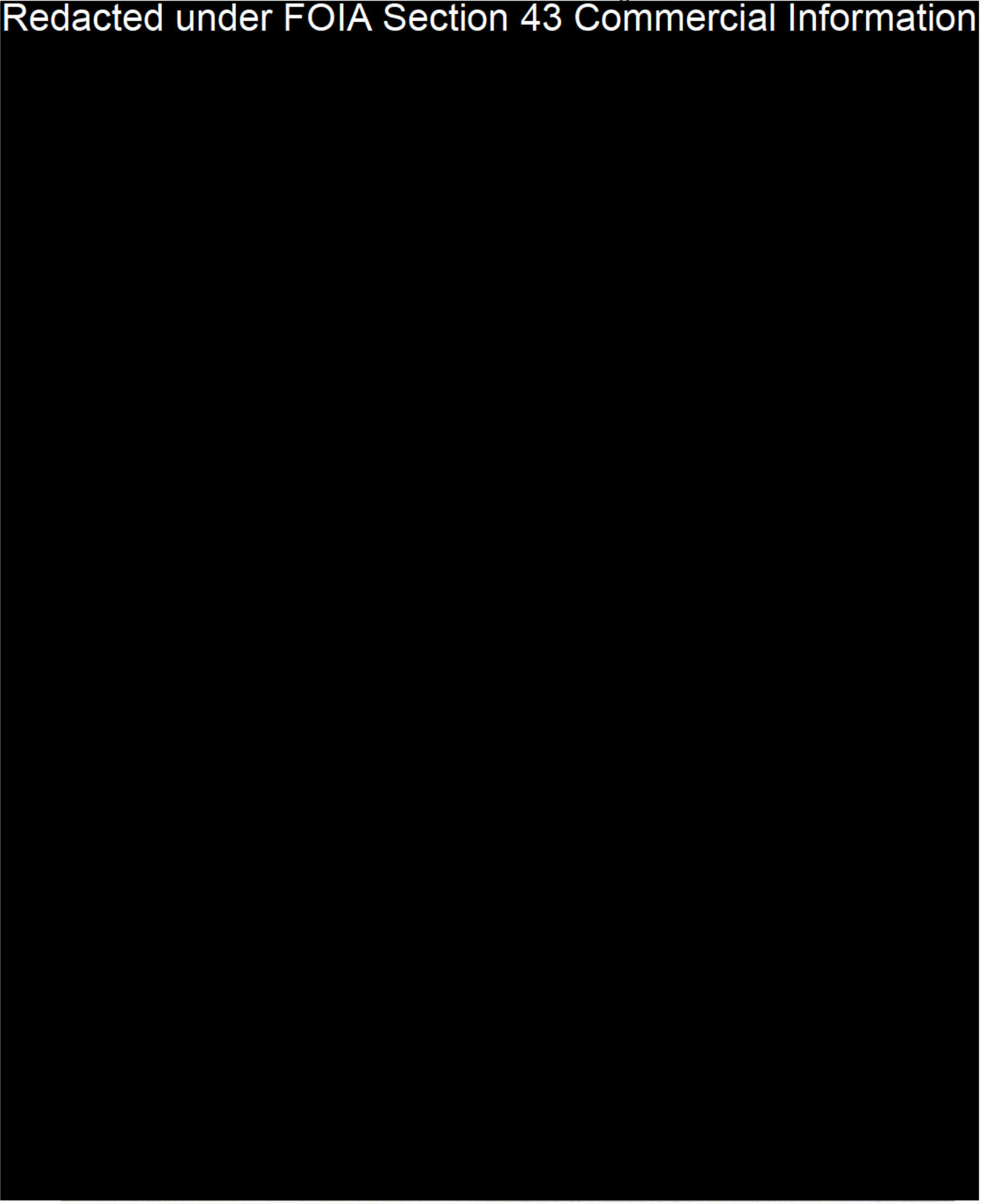




### Appendix 3: Charges

Total cost of £27600.00 excluding VAT

Redacted under FOIA Section 43 Commercial Information



#### Appendix 4: Processing Personal Data

<b>Contract:</b>	<b>[XXXX]</b>
<b>Date:</b>	<b>[XXXX]</b>
<b>Description of authorised processing</b>	<b>Details</b>
Identity of Controller and Processor for each category of Personal Data	
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	
Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement	
Protective Measures that the Contractor and, where applicable, its subcontractors have implemented to protect Personal Data processed under this Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	