

WARWORTH PARISH COUNCIL

Treeworks Service Order
Revision 2

Treeworks Service Order

Warkworth Parish Council

2022

*Warkworth Parish Clerk & Responsible Financial Officer,
Karon Hadfield
c/o 30 Rothbury Drive, Ashington, Northumberland NE63 8TQ
warkworthparish@gmail.com*

Between

???, a company having a main office at ???

– in the following Contract named as “the Contractor” –

and

Warkworth Parish Council, a civil local authority found in England and is the first tier of local government having its correspondence address at 30 Rothbury Drive Ashington Northumberland NE63 8TQ.

– in the following Contract named as “the Council” –

WARKWORTH PARISH COUNCIL

Treeworks Service Order Revision 2

CONTENTS

| | |
|------------|---------------------------------|
| Appendix A | Standard Conditions of Contract |
| Appendix B | Specification of Works |
| Appendix C | Map |
| Appendix D | Treeworks Survey reports |
| Appendix E | Basis of Remuneration |

WARWORTH PARISH COUNCIL

Treeworks Revision 2

STANDARD CONDITIONS OF CONTRACT

Scope of the Contract

This Contract between the Contractor and the Council is for the carrying out of the Service of a Treeworks Survey in accordance with the Contract documents attached, which comprise:-

Contract Documents

The Contract Documents will comprise:

| | |
|------------|---------------------------------|
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Definitions

"Party" each of the Council & the Contractor are a "Party", and together are the "Parties".

"Work" shall mean the services or work to be performed or procured and all the obligations to be complied with by Contractor for Council pursuant to this Contract.

Officer

The Officer will be the Parish Clerk,

Extent of Work

Generally, the work will comprise of Treeworks to be carried out as per the Scope of Works with reference to the two Treeworks Survey reports listed below as detailed in Appendix D:

- Warkworth Arb Management Report 2022.pdf
- Warkworth Tree Locations-Layout1.pdf

The area where the Work is to be performed is **St. Lawrence's Churchyard, Warkworth** the area delineated by the churchyard walls as indicated on Appendix C map.

Council may request Contractor to source, procure and provide any unspecified services, personnel, materials, or other items, for which Contractor shall be reimbursed at the agreed "materials cost plus" rate.

Contractor shall only proceed upon receipt of a written instruction from the Council.

The written instruction from the Council shall be issued by the Parish Clerk (or designate), & shall detail:

- a) Agreed scope of work
- b) Agreed cost for the agreed scope of work

Contractor shall submit a copy of the written instruction from the Council with the Contractor invoice as supporting documentation.

Site Details (the site is in both a Conservation area & an AONB):

St Lawrence's Churchyard is situated in Warkworth and is identified on the map under Appendix E.

St Lawrence's Churchyard Wall is itself Grade II Listed; Historic England entry 1303431

St Lawrence's Church is Grade I Listed; Historic England entry 1303446

St Lawrence's Churchyard is "closed" for further burials, the Churchyard & Churchyard Walls care & maintenance falls to Warkworth Parish Council.

Any work in the Church yard requires a faculty from the Diocese of Newcastle, this has been obtained by the St Lawrence's Parochial Church Council (PCC).

The Contractor shall be deemed to have satisfied itself, before entering into the Contract, as to the extent and nature of the work as detailed in Appendix B Specification of Works.

All trees in the two sites are subject to TPO's (Tree Preservation Orders).

No trees to be removed or worked on without the specific written approval of the Council.

Restrictions

None currently known at the time of writing. If any become apparent, the consequences will be resolved by way of a "Variation Order" agreed between the parties.

Workmanship and Equipment

The workmanship must be of the highest standard and shall conform to all relevant British Standards; Specifications & Codes of Practice.

Duration of Contract

The duration of the Contract will be six months from Contract commencement date, during which all the Work must be completed.

Payment to Contractor

The Contractor will submit an invoice upon completion the Work, for all work carried out.

Termination of Contract

Either party may, without reason, terminate the Contract, in writing, giving three months' notice.

Insurance

The Contractor is required to have a minimum of £10,000,000 public liability insurance.

A current Certificate of Insurance to this effect must be produced to the Parish Clerk prior to commencement of the Contract. The Contractor shall indemnify the Council against any claim or proceedings for any injury or damage to any property or persons or animals as a result of negligence, poor workmanship or failure to notify the Council of any action likely to cause injury or damage to a third party.

Health and Safety

The Contractor shall accept full responsibility for compliance with the Health and Safety at Work Act and all other Acts and Regulations in respect of the work comprised in this Contract.

The Contractor shall have a means of identifying hazards and assessing risks with all work activities and the potential consequences in terms of injury to personnel, damage to equipment and harm to the environment.

The Contractor shall employ risk reduction measures or controls where necessary to reduce the risks to personnel, equipment and the environment to as low as reasonably practicable.

The Contractor shall notify the Council of any event related to the work which could have caused, has caused, or could in the future cause injury or illness to any person, or which could have caused, or has caused loss or damage to the assets of the Council and/or the Contractor, or which could have caused or has caused a negative impact on the environment.

Contractor is responsible for providing at their cost:

- Planning Permission Application for Tree Preservation Orders to cover the Works as an Agent for Warkworth Parish Council
- Supplies and consumables required to perform the Work.
- Waste management and disposal. Assume that all tree debris is to be removed from the site.
- Traffic management.
- Requesting any TTRO's required.
- Requesting any Openreach access/works.

Council is responsible for providing at their cost:

- Church of England Faculty authorisation.
- Access to the two sites.
- Liaison with St Lawrence's Church Parochial Church Council. <note: work restrictions may apply if a funeral or similar service is in progress>

WARKWORTH PARISH COUNCIL

Treeworks Revision 2

SPECIFICATION OF WORKS

1. Remove tree & retain root (T2; T3; T14)

| | | | | | | | | | |
|-----|------------------------------------|----|----|--------|---|------|-----|---|------------------------------|
| T2 | Acer pseudoplatanus (Sycamore) | M | 15 | 700(1) | 9 | Dead | <10 | Dead. Decay present on stem. Dieback in crown. Broken branches in crown. Major deadwood in crown. | Remove tree and retain root. |
| T3 | Acer pseudoplatanus (Sycamore) | EM | 19 | 450(1) | 8 | Dead | <10 | Dead. Decay present on stem. Cavity on stem. Dieback in crown. Broken branches in crown. Major deadwood in crown. | Remove tree and retain root. |
| T14 | Prunus sp (Cherry Species/Variety) | EM | 9 | 450(1) | 7 | Poor | 10+ | Decay present on stem. Fungal brackets visible on stem. Major bark wounding on stem. Pruning wounds. Low branches over road/footpath. | Remove tree and root. |

2. Reshape yew trees to goblet 2.5m height (8 in number) (G1)

| | | | | | | | | | |
|----|---------------------|----|---|--------|---|------|-----|-----------|----------|
| G1 | Taxus baccata (Yew) | EM | 4 | 300(8) | 2 | Fair | 40+ | Irish yew | No Works |
|----|---------------------|----|---|--------|---|------|-----|-----------|----------|

3. Crown reduction; crown raise; re-shape/balance (T8; T10; T11)

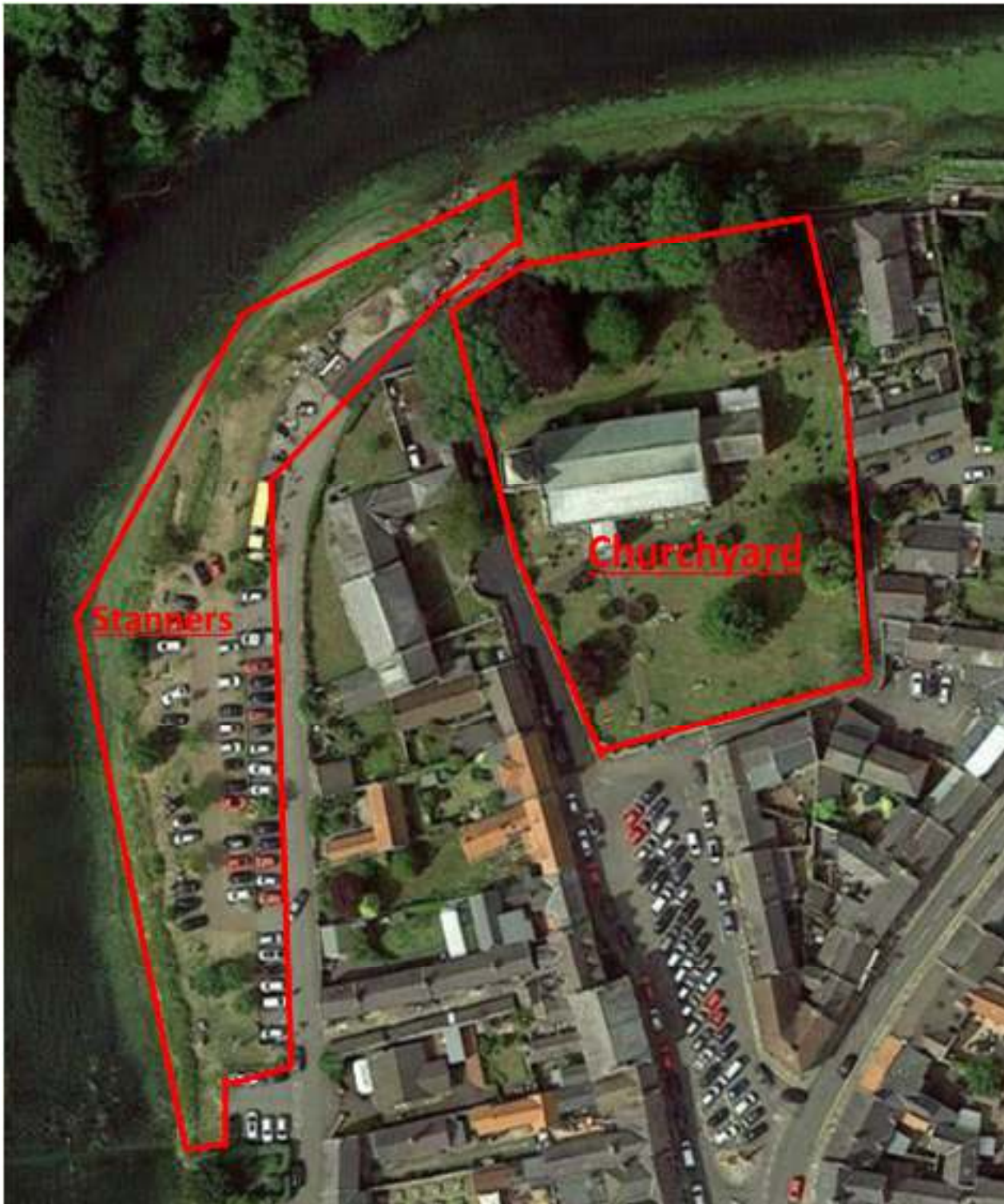
| | | | | | | | | | |
|-----|---------------------------------|---|----|--------|---|------|-----|---|------------------------|
| T8 | Prunus avium (Wild Cherry) | M | 17 | 600(1) | 9 | Fair | 20+ | Leaning East. Suckers around stem base. Broken branches in crown. Unbalanced crown shape. | Remove ground suckers. |
| T10 | Prunus cerasifera (Cherry Plum) | M | 8 | 300(1) | 6 | Poor | 20+ | Previously crown raised. Decay present on stem. Cavity on stem. Epicormics on stem. Mower/trimmer damage to surface roots.. | No Works |
| T11 | Picea abies (Norway Spruce) | M | 16 | 600(3) | 8 | Fair | 20+ | Previously crown raised. Stem divides below 1.5m. Pruning wounds. Broken branches in crown. Nesting evident. | No Works |

4. Remove broken/damaged branches (T15)

| | | | | | | | | | |
|-----|----------------------------|---|----|--------|---|------|-----|---|---------------------------------|
| T15 | Prunus avium (Wild Cherry) | M | 13 | 750(2) | 6 | Poor | 20+ | Previously crown raised. Decay present on stem. Stem divides above 1.5m. Included bark present in fork. Pruning wounds. Broken branches in crown. Mower/trimmer damage to surface roots.. | Remove broken/damaged branches. |
|-----|----------------------------|---|----|--------|---|------|-----|---|---------------------------------|

WARWORTH PARISH COUNCIL

Treeworks Revision 2 MAP



WARKWORTH PARISH COUNCIL

Treeworks Revision 2

Treeworks Survey reports

- Warkworth Arb Management Report 2022.pdf
 - Warkworth Tree Locations-Layout1.pdf
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WARWORTH PARISH COUNCIL

Treeworks Revision 2

BASIS OF REMUNERATION

The prices to be included in the Form of Tender are to be the full inclusive value of the work described, including all profit, costs and expenses, and all general risks, liabilities and obligations.

| The Council consider that items 1 & 2 will be undertaken. Items 3 & 4 may be deferred at the Councils discretion. | | |
|--|---------------|-------------|
| Work | Price (£ GBP) | VAT (£ GBP) |
| 1. Remove tree & retain root (T2; T3; T14) | | |
| 2. Reshape yew trees to goblet 2.5m height (8 in number) (G1) | | |
| 3. Crown reduction; crown raise; re-shape/balance (T8; T10; T11) | | |
| 4. Remove broken/damaged branches (T15) | | |
| Apply for & obtain Planning Permission as "agent" | | |
| Any other costs/fees which the Contractor wishes to detail | | |
| | | |
| | | |

Anticipated completion of the work is before 31st March 2023.

| | |
|-----------------------|-------------|
| FOR: ??? (Contractor) | |
| Signature: | |
| Name (Title): | ??? (owner) |
| Date: | |

| | |
|--|-------------------|
| FOR: Warkworth Parish Council (Council) | |
| Signature: | |
| Name (Title): | Ann Burke (Chair) |
| Date: | |