



**A number of questions have been raised by prospective Tenderers. These are listed below with our response to these questions in blue text.**

1. Will there be an opportunity to re-cost the construction works once the design has been approved or would you expect the tender price to include a risk factor to take variations into account?

There will be an opportunity to re-cost the construction work should, on the opening up of the weir/fish pass structure, it be agreed that a construction technique different to that detailed by the appointed contractor's tender method statement is required. However, the following should be noted:

- All variations in construction technique must be agreed by WRT and the appointed contractor prior to any cost being incurred.
- All variations in cost must be based on rates supplied as part of the appointed contractor's tender submission. Should any agreed variations not be included in the appointed contractor's submission, price variations may be based on standard industry rates agreed by WRT and the appointed contractor.

2. Professional Indemnity Insurance is specifically requested in the ITT documents. However, the cost of this insurance would be prohibitive for this one contract. Our insurance cover, comprising Employers Liability, Public/Products Liability and Contractors All Risks has previously been acceptable for this sort of work and we hope that these would also be satisfactory in this instance?

Professional Indemnity Insurance may not be specifically required but it is tendering contractor's responsibility to ensure that they are suitably insured for the undertaking of the works. This must include all items constructed, methods employed, and products used. Contractor's are asked to confirm in their submission that they have suitable insurance in place and the type of cover they use in this respect i.e. Public/Products Liability cover, Contractors All Risks, Professional Indemnity etc.

Please note that tenderers must have the levels of Public Liability and Employers Liability stated in the NEC3 contract template supplied to be considered for appointment to this contract.

3. How should we price/what should we allow for the localised adjustment of the water feed pipe to the pond to ensure that the pond continues to receive a sweetening flow of water as insufficient detail is currently available?

Please refer to contract clause Z11 in the NEC3 contract template provided. Instructions relating to this item will be issued once the best solution is known. This item will be a Compensation Event.

Please also note contract clause Z12 in the NEC3 contract template that relates to potential requirements for fish screening.