

Short Contract

Contract No. TBC

A contract between Westcountry Rivers Trust

and TBC

for The provision of Assessment and Project Development services for the proposed removal of Keybridge Weir. The scope of work comprises Site and Structural Assessment, Ground Investigation, Soil and Sediment testing, Hydrological and Geomorphological Assessment, Assessment of Demolition Options, the development of a Preferred Demolition Option and the preparation of Detailed Demolition Proposals for Keybridge Weir located on the De Lank River, Camel catchment, Cornwall.

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Contract Data

The *Client* is

Name Westcountry Rivers Trust

Address Rain-Charm House, Kyl Cober Parc, Stoke Climsland, Callington PL17 8PH

Telephone 01579 372140

E-mail address david@wrt.org.uk

The *services* are The provision of Assessment and Project Development services for the proposed removal of Keybridge Weir located on the De Lank River, Camel catchment, Cornwall.

The *starting date* is 17 July 2020

The *completion date* is 28 August 2020

The *delay damages* for late Completion are £100 per day*.

The *law of the contract* is The law of England and Wales

The *period for reply* is One week.

The *defects date* is Four weeks after Completion.

The *assessment day* is the Last Thursday of each month.

If the period for payment is not four weeks Within 30 days

The interest rate on late payment is 0.15 % per complete week of delay.

*Refer to Z Clause Z3 for details.

Contract Data

The *Consultant* provides the following insurance cover

Insurance against	Minimum amount of cover	Period following Completion or earlier termination
Failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	£5,000,000 in respect of each claim, without limit to the number of claims	6 years
Death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	£5,000,000 in respect of each claim, without limit to the number of claims	3 years
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	£10,000,000 in respect of each claim, without limit to the number of claims	3 years

The *Client* provides the following insurance cover

None.

Contract Data

The *Consultant's* total liability to the *Client* for matters for which insurance is provided is limited to £10,000,000

The *Consultant's* total liability to the *Client* for other matters is limited to Five times the value of the contract awarded

The *tribunal* is Adjudication – Construction Industry Council (CIC)

The *conditions of contract* are the NEC3 Professional Services Short Contract (April 2013) and the following additional conditions.

The Contracts (Rights of Third Parties) Act 1999	Z1 Z1.1	For the purposes of the Contracts (Right of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Subcontracting	Z2 Z2.1	The <i>consultant</i> submits the name of each proposed Subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the Subcontractor is that his appointment will not allow the <i>Consultant</i> to provide the <i>services</i> . The <i>Consultant</i> does not appoint a proposed Subcontractor until the <i>Client</i> has accepted him.
Application of delay damages for late Completion	Z3 Z3.1 Z3.2	Z3.1 Delay damages may be applied by the client where a detailed project programme has been mutually agreed. This programme shall clearly set out start dates, milestones, lead in times for data provided by external parties, and submission dates for supplier deliverables. Z3.2 Suppliers will only be liable for delay damages for those activities and deliverables which are entirely under their control.
Covid-19 Operating Restrictions	Z4 Z4.1	The undertaking of the works must comply fully with the latest Government advice on Coronavirus at all times. As such, neither the Client or Contractor are liable for noncompletion or associated costs should it not be possible to complete the works due to Covid-19 Operating Restrictions.

The Consultant's Offer

The *Consultant* is

Name TBC

Address

Telephone

E-mail address

The *Consultant* offers to Provide the Services in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The name, job, qualifications and experience of *Consultant's* key people are in

The staff rates are

person or job	unit of measurement	rate

The offered total of the Prices is

Prospective consultant to enter the total of the Prices from the Price List.

Signed on behalf of the *Consultant*

Name

Position

Date

Signature

The *Client's* Acceptance

The *Client* accepts the *Consultant's* Offer to Provide the Services

Signed on behalf of the *Client* Westcountry Rivers Trust

Name

Position

Signature

Date

Price List

Prospective consultant to update and complete Price List providing as much detail as possible.

Item number	Description	Unit	Expected Quantity	Rate	Price
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Expenses

The total of the Prices (excl. VAT)

Scope

1 Purpose of the services

The *services* are being commissioned as part of the Water for Growth Project. The project aims to improve fish populations in the Camel and Fowey catchments through a partnership comprising the *Client*, the Environment Agency, Natural England, South West Water and other interested parties on each catchment. The project seeks to improve fish passage and habitat throughout these catchments.

2 Description of the services

The provision of Assessment and Project Development services for the proposed removal of Keybridge Weir.

The scope of work comprises Site and Structural Assessment, Ground Investigation, Soil and Sediment testing Hydrological and Geomorphological Assessment, Assessment of Demolition Options, the development of a Preferred Demolition Option and the preparation of Detailed Demolition Proposals for Keybridge Weir located on the De Lank River, Camel catchment, Cornwall. A services search is also required.

These services are broadly in line with the RIBA/Landscape Institute plan of work stage 2, 3 and 4 – Concept Design, Developed Design and Technical Design. The potential additional services required comprise - Ground Investigation (GI), Soil and Sediment testing and Hydrological and Geomorphological Assessment. A Designers Risk Assessment (DRA) will also be required.

3 Existing information

The site can be visited by prior arrangement with the *Client*. An Information Sheet and Photograph Record of the weir are available. It is anticipated that a topographic survey and preliminary ecological assessment will be available shortly.

Water Framework Directive status is available online.

4 Specifications and standards

The *Consultant* must ensure that all elements conform to all relevant British and European Standards in compliance with the latest edition of the Civil Engineering Specification for the Water Industry.

Site visits and designs are to be undertaken in a manner that is sympathetic to the surrounding environment. The WRT Biosecurity Protocol is to be adhered to at all times.

The *Consultant* must provide to the *Client* all Health and Safety information related to the provision of the services including measures relevant to Covid-19. This will include a Risk Assessment for site visits and a Designers Risk Assessment (DRA) for the preferred removal option.

Apart from the assessment and project development stage inputs required from a specialist consultant, it is anticipated that WRT will undertake all other aspects of the project. This will comprise, landowner liaison, obtaining statutory consents and managing the removal phase of the project.

Scope

5 Constraints on how the *Consultant* is to Provide the Services

The consultant will be required to work in close liaison with WRT to deliver the outputs detailed with the required timescales. It is intended that the weir removal will be implemented in the 2020 'in-river' work window i.e. prior to 30 September 2020.

Disputes are to be resolved in the first instance by the Project Managers of the *Client* and *Consultant*. Where a resolution between these two designated individuals is not possible, the dispute should be escalated to the Chief Executives of the parties for resolution. Should the Chief Executives fail to reach agreement the dispute is to be referred to a neutral third party for mediation / conciliation. Only when these steps fail should the dispute be resolved in line with the Contract Data as set out on page 4 of this contract.

6 Requirements for the programme

It is anticipated that a consultant for the proposed services will be appointed by 17 July 2020.

The works are to be complete by 28 August 2020.

7 Information and other things provided by the *Client*

Item	Date by which it will be provided
None	