

Short Contract

Contract - TBC

A contract between Westcountry Rivers Trust

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

and TBC

for Fish Passage Improvement
Ashford Weir

Contents	Page
Contract Forms	
Contract Data	2 - 4
<i>The Contractor's Offer</i>	5
<i>The Employer's Acceptance</i>	5
Price List	6 - 7
Works Information	8 - 11
Site Information	12
Conditions of Contract	CC1

Contract Data

The *Employer* is

Name Westcountry Rivers Trust
Address Rain-Charm House, Kyl Cober Parc, Stoke Climsland, Cornwall,
PL17 8PH
Telephone 01579 372140
E-mail address W4Gfishpassage@wrt.org.uk

The *works* are The construction of a notched pre-barrage downstream and perpendicular to the existing weir, the formation of a formal fish passage notch within the existing low-flow notch and local raising of the existing weir crest. The construction of a proprietary eel pass and the protection of adjoining riverbed and banks with stone pitching and rip-rap is also required.

The *site* is Ashford Weir, SX20393 66495. Refer to Site Location Plan drawing 01.

The *starting date* is 27 July 2020

The *completion date* is 25 September 2020

The *period for reply* is One week.

The *defects date* is One year after Completion.

The *defect correction period* is Four weeks.

The *delay damages* are £250 per week.

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

The *retention* is Five %.

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply? No

The *Adjudicator* is

Name Construction Industry Council (CIC)
Address Construction Industry Council (CIC)
The Building Centre
26 Store Street
London
WC1E 7BT
Telephone 020 7399 7400
E-mail address enquiries@cic.org.uk

Contract Data

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

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's* property in excess of £10,000,000 for any one event.

The *Employer* provides this insurance None

The minimum amount of cover for the third insurance (Public Liability) stated in the Insurance Table is £5,000,000

The minimum amount of cover for the fourth insurance (Employers Liability) stated in the Insurance Table is £10,000,000

The *Adjudicator nominating body* is Construction Industry Council (CIC)

The adjudication procedure is The current CIC Model Adjudication Procedure

The *conditions of contract* are the **NEC3 Engineering and Construction Short Contract (June 2005 with amendments September 2011)** and the following additional conditions

Security	Z1	
	Z1.1	The <i>Contractor</i> submits to the <i>Employer</i> details of people who are to be employed by him and his Subcontractors in connection with the <i>works</i> . The details include a list of names and addresses, the capacities in which they are employed, insurance details and other information required by the <i>Employer</i> .
	Z1.5	The <i>Contractor</i> does not take photographs of the <i>site</i> or the <i>works</i> or any part of them unless he has obtained the acceptance of the <i>Employer</i> .
	Z1.6	The <i>Contractor</i> takes the measures needed to prevent his and his subcontractors' people taking, publishing, or otherwise circulating such photographs.
Parent Company Guarantee	Z2	
	Z2.1	It is a condition precedent to the obligation of the <i>Employer</i> to pay any sums under this contract that if the <i>Contractor</i> is a subsidiary within the meaning of the Companies Act 2006 the <i>Contractor</i> has provided to the <i>Employer</i> a parent company guarantee in the form set out in this contract duly executed as a deed by the <i>Contractor's</i> ultimate parent.
Principal Contractor	Z3	
	Z3.1	The <i>Contractor</i> is the Principal Contractor in terms of The Construction (Design and Management) Regulations 2015.
	Z3.2	The <i>Employer</i> is the Principal Designer in terms of The Construction (Design and Management) Regulations 2015.

Contract Data

The Contracts (Rights of Third Parties) Act 1999	Z4 Z4.1	For the purposes of the Contracts (Rights 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	Z5 Z5.1	The <i>Contractor</i> submits the name of each proposed Subcontractor and/or <i>Consultant</i> to the <i>Employer</i> for acceptance; details of their appropriate insurance cover will also be required. A reason for not accepting the Subcontractor is that his appointment will not allow the <i>Contractor</i> to provide the <i>works</i> . The <i>Contractor</i> does not appoint a proposed Subcontractor until the <i>Employer</i> has accepted him.
Dispute Resolution	Z9 Z9.1	Disputes between Employer and Contractor are to be resolved in the first instance by the Project Managers for the Employer and Contractor. Where a resolution between these two designated individuals is not possible, the dispute should be escalated to the Chief Executive 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. Only when these steps fail should the dispute be resolved in line with the Contract Data as set out on page 3 of this contract.
Covid-19 Operating Restrictions	Z10 Z10.1	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.

Contract Data

The *Contractor's* Offer

The *Contractor* is
Name
Address
Telephone
E-mail address

The percentage for overheads and profit added to the Defined Cost for people is %.
The percentage for overheads and profit added to other Defined Cost is %.

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

The offered total of the
Prices is

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name
Position

Signature

Date

The *Employer's* Acceptance

The *Employer* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Employer*

Name
Position

Signature Date

Contract Data

Price List

PREAMBLE TO THE PRICE LIST

The Prices entered against each item in the Price List shall allow for all costs of performing or procuring all activities and obligations required and described in, or that can be reasonable inferred from, the contract, other than any which are specifically described in the contract as costs to be borne by the *Employer*.

The Price List forms the basis for payment. The amount entered against an item shall be the sum due to the *Contractor* on completion of the item. The *Employer* will not make any payment for work other than against completed items in the Price List. Completion of an item is deemed to include supplying the *Employer* with any relevant certificates relating to Plant, Materials and tests applicable to the *works* contained in the item.

The costs of any activities which have not been included within the Price List shall be deemed to have been included within the prices for the other items within the Price List.

Items in the Price List must be for discrete, clearly identifiable sections of work. Because payment depends on the satisfactory completion of items it is necessary to define tangible completion for items where completion is not physically obvious.

Every item in the Price List upon which the quotation has been based and for which the contractor would expect to be paid under any ensuing contract shall be legibly priced in ink.

Each item must be given a unique and logical reference number.

It must be possible to identify items in the Price List with work items shown on the programme required by the contract.

The contractor may add additional items to the Price List to ensure that he can be paid for fulfilling his obligations under the contract, particularly the requirements and conditions described in the Works Information.

The contractor may expand each item into as many sub-items as he wishes, bearing in mind that one aim of using a Price List is to simplify the assessment of payments due to the *Contractor*.

Separate sub-total sums of the Prices for all the sub-items within each item must be shown, and these item sub-totals must be added together to form the total amount of the Quotation.

Sub-items need not be site construction activities. The various items of contractor's input, the preparation of the CDM Construction Phase Health and Safety Plan, making a down payment for materials, undertaking contractor's design or off-site works may be legitimate sub-items, but it must be possible to identify tangible completion for items where completion is not physically obvious.

The contractor shall note that the *Employer* retains the right to omit any of the items as required to conform to the allowable budget for the project. Where items listed by the contractor in the Price List are to be omitted, notification will be given to the contractor by the *Employer*.

Contract Data

Price List

Entries in the first four columns in this Price List are made either by the Employer or the contractor.

If the Contractor is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the contractor enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the Contractor is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the contractor enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Item nr.	Description	Unit	Qty	Rate	Price

The total of the Prices, excluding VAT

Contract Data

Works Information

1 Description of the works

The works seek to optimise up and downstream fish passage at Ashford Weir for salmonids and eel.

It is proposed to construct a notched pre-barrage downstream and perpendicular to the existing weir and the formation of a formal fish passage notch within the existing low-flow weir notch and local raising of the existing weir crest. In addition, a proprietary eel pass is to be located on the downstream side of the proposed pre-barrage and the adjoining riverbed and banks are to be protected with stone pitching and rip-rap.

The contractor is to act as the Principal Contractor for the purposes of CDM2015 and, amongst all other duties required of them under this legislation, undertake appropriate utilities/services searches to ensure the works do not compromise any existing services within the work areas and are undertaken safely.

The site is extremely sensitive lying within a County Wildlife Site.

All works must comply with current industry standard best practice appropriate for the operations required, all latest editions of relevant British and European Standards, the Civil Engineering Specification for the Water Industry and PPG5 - Pollution Prevention Guidelines - Works and maintenance in or near water.

The site location plan and project drawings are listed below. The Contractor is to prepare Method Statements and Risk Assessments for the undertaking of the works, including all temporary works required; a Construction Phase Health and Safety Plan is also required. A programme must also be prepared demonstrating completion of the works by 25 September 2020 at the latest (subject to consents being in place, favourable weather / river conditions and Covid-19 movement restrictions).

Once all consents are in place (to be sought by the employer) and in times of suitable river and weather conditions, the Contractor is to undertake the works as agreed and in full compliance with this contract.

Contract Data

Works Information

2 Drawings

Drawing number	Revision	Title
01	0	Site Location Plan – Ashford Weir
02	0	Site Block Plan – Ashford Weir
03	0	Detailed Location Plan – Ashford Weir
04	0	Arboricultural Plan – Ashford Weir
		Topographical Survey
100	0	Site Location Plan
101	0	General Arrangement
102	0	Sections and Elevations
103	0	Pre-Barrage Details and Eel Pass Details

Contract Data

Works Information

3 Specifications

Title	Date or revision	Tick if publicly available
Pollution Prevention Guidelines 5 (PPG5) Working in or Near a Watercourse	October 2007	✓
Civil Engineering Specification for the Water Industry 7 th Edition	7 th Edition	✓

The *works* are to be carried out in a manner that is sympathetic to the surrounding environment. Anti-pollution measures must be in place to prevent water pollution and all work and machinery must conform to Pollution Prevention Guidelines 5 (PPG5) Working in or Near a Watercourse.

All proposed works must conform to all relevant British and European Standards and current Best Practice Guidelines.

4 Constraints on how the *Contractor* Provides the Works

All works must be undertaken in accordance with the drawings and documents provided.

The works cannot commence until all statutory consents are in place.

All 'works must be complete by 25 September 2020, preferably earlier.

Ashford Weir is a remote site. Access to the weir is via an informal track through farmland and woodland. All access to and from the site is to be in close liaison with WRT.

The appointed contractor has to provide a safe method of work for entering the site and secure suitable working areas. The site is, as far as practical, to be left in an 'as found' condition.

Contract Data

Works Information

5 Requirements for the programme

The Contractor is to provide an estimated duration for the undertaking of the works, subject to weather and river conditions, and an indication of when they propose to commence the work.

The Contractor is to be out of the river and the works complete by the 25 September 2020 at the latest.

6 Services and other things provided by the *Employer*

Item	Date by which it will be provided
-	-

Contract Data

Site Information

Site Location – drawing 01 indicates the location of Ashford Weir.

Access Routes and Site Boundaries – please refer to drawings 02 Site Block Plan and 03 Detailed Location Plan. The contractor is to detail in their Method Statement their preferred method of work including pollution prevention measures, access and temporary works.

Arboricultural Works – the arboricultural works and protections measures required to facilitate the works are shown on drawing 04 Arboricultural Plan and within the Arboricultural Method Statement.