



Contract Data:
Engineering and Construction Short
Contract

Short Contract

A contract between

Westcountry Rivers Trust
Rain-Charm House
Kyl Cober Parc
Stoke Climsland
Cornwall
PL17 8PH

and

Tenderer's details

for

Construction of designed Technical Fish Passage improvements
at Bolham Weir, Lower Washfield, River Exe

Contract Forms

Contract Data

The *Contractor's Offer* and *Client's Acceptance*

Price List

Scope

Site Information

Notes about the contract are printed in boxes like this one. They are not part of the contract.

Contract Data

The *Client's* Contract Data

The *Client* is

Name

Address for communications

Address for electronic communications

The *works* are

The *site* is

The *starting date* is

The *completion date* is

The *delay damages* are per day

The *period for reply* is weeks

The *defects date* is weeks after Completion

The *defect correction period* is weeks

The *assessment day* is the of each month

The *retention* is %

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply.

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

Contract Data

The *Client's* Contract Data

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

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to

The *Client* provides this insurance

Only enter details here if the *Client* is to provide insurance.

The minimum amount of cover for the third insurance stated in the Insurance Table is, for any one event

The minimum amount of cover for the fourth insurance stated in the Insurance Table is, for any one event

The *Adjudicator nominating body* is

The *tribunal* is

If the *tribunal* is arbitration, the arbitration procedure is

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (with amendments October 2020) and the following additional conditions.

Additional conditions or clauses are required and included in this contract. They are:

Z8. Restriction of Compensation Event for Weather

Z8.1

The consequence of Clause 60.1(9) is restricted. The Contractor may be entitled to a compensation event due to weather however compensation will be restricted to an extension of time only. For the avoidance of doubt, the Contractor will not be entitled to an increase in Prices due to weather. Any extension to the completion date of the works should be formally agreed in writing between the Contractor and the Employer.

Contract Data

The Contractor's Contract Data

The Contractor is

Name

Address for communications

Address for electronic communications

The fee percentage is %

The people rates are

category of person	unit	rate
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The published list of Equipment is

The percentage for adjustment for Equipment is

% (state plus
or minus)

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *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 *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name

Position

Signature

Date

Price List

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

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 tenderer 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 tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE
WRT-S01	Permanent access track installation (~270m) – culverted, fenced, gated.	1	1		
WRT-S02	Removal of existing eel pass from weir face once new eel pass installed	1	1		
WRT-S03	Removal of existing baulk fish easement off weir face and make good	1	1		
WRT-S04	Notch construction in stilling basin toe below Smolt Chute	1	1		
WRT-S05	RHB land ownership boundary post & single-strand electrifiable fence install	1	1		

The total of the Prices

The method and rules used to compile the Price List are

Scope

1 Description of the works

The *Contractor* is required to construct a technical fish pass, smolt chute, and screening as designed and provided on the latest detailed design drawings.

The installation of a safe access track will be required to be designed and delivered over the approved access route on the RHB (Right Hand Bank, as you face downstream) for access through Marsh Farm property. Approx 270m of permanent track and set-down area will need to be installed and separated from farming land use by a wire sheep-net fence; including gateways and culverts, which follow existing field boundaries. Temporary access from the track end over open field will need to be established for the remainder of the access route.

A site compound will need to be established and secure. Any ground reinforcement for the temporary access track or the site compound must be entirely reversible, i.e. no stones or hardstanding to be left on site after egress.

A services search and onsite checking for services is required to ensure work is undertaken safely and no adverse impacts on existing services and infrastructure are experienced.

The excavation and construction of a technical Larinier Super-active Baffle Fish Pass and Eel pass is required through the RHB (Right Hand Bank as facing downstream) within the South West Water land curtilage. The fish pass will tie into the upstream river bank and tie into the downstream stilling basin of the weir and must be built to specified levels, measurements, and gradients for the fish pass to operate as designed.

The construction of a smolt chute into the weir face on the LHB (Left Hand Bank as you face downstream) is required with low containment walls for a dedicated water and fish route. The downstream stilling basin will need a notch for further definition of a dedicated route.

The provision of leaf screening infrastructure is required to tie into existing bridge infrastructure and to facilitate the seasonal deployment of smolt screens.

All imported stone used is to be sourced from a local supplier where possible to maximise aesthetic blending with the local landscape and to fit with the local ecology and hydrogeomorphology.

All temporary accessed ground is to be made good. This may include decompaction and does include reseeding with native grass seeds.

Where river banks are left bare on egress, the bank should be reprofiled in accordance with upstream and downstream natural slope, as agreed with the *Employer*, and natural fibre reinforcement or protection (e.g. 100% biodegradable coir matting) is to be pegged in place using wooden biodegradable pegs.

Supply and plant a minimum of 20 native trees (including *Quercus robur*, Oak; *Prunus spinosa*, Blackthorn) along the new bank within SWW ownership curtilage, with appropriate guarding from livestock. Trees to be agreed with the *Employer* and landowners and planted when tree planting conditions are suitable (usually November to February).

All works carried out must comply with current industry standard best practice appropriate for the operations required. Works must follow and conform to the latest editions of relevant British and European Standards, the latest Civil Engineering Specification for the Water Industry, and Pollution Prevention Guidelines. The WRT Biosecurity Protocol must always be adhered to.

The *Contractor* is the Principal Contractor for the purposes of CDM2015. The *Contractor* is to prepare and provide a Method Statement for undertaking the works, including all temporary works required. The *Contractor* is to provide a Construction Phase Health and Safety Plan.

The *Contractor* is to prepare and provide a programme demonstrating completion of the works by 30th September 2024 at the latest as this is the end of permissible working in the river.

The *Client* is the Principal Designer for the purposes of CDM2015. Full detailed designs are provided by Fishtek Consulting drawings and further information is provided in the Invitation to Tender document and site information.

The Contractor will need to operate in accordance with granted statutory permissions, i.e. planning permission and environmental permit. As part of the statutory permissions a Bespoke Environmental Risk Assessment, Construction Method Statement and Management System has been compiled and will need to be retained on site at all times (as per CDM regulations). The Contractor will need to operate within the bounds of these documents, but the documents can be reviewed with the Principal Designer/Client at the project start and on a regular basis to ensure they are up to date with the Contractors site-specific methodologies whilst discharging all formal conditions or obligations.

For further detail, please refer to the Invitation to Tender document.

Any 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.

2 Drawings

DRAWING NUMBER	REVISION	TITLE
02925_200	P01	Bolham Fish Pass Site Location Plan
02925_201	P06	Bolham Fish Pass Site Plan
02925_202	P05	Bolham Fish Pass Plans and Sections
02925_203	P04	Bolham Fish Pass Sections Sheet 2 of 2
02925_204	P01	Bolham Fish Pass Access Walkway for Anglers
02925_205	P04	Bolham Fish Pass Downstream Pool Details
02925_210	P04	Bolham Fish Pass Details Sheet 1 of 3
02925_211	P01	Bolham Fish Pass Details Sheet 2 of 3
02925_212	P01	Bolham Fish Pass Details Sheet 3 of 3
02925_300	P01	Bolham Weir Smolt Screen & Smolt Notch Site Location Plan
02925_301	P03	Bolham Weir Smolt Screen & Smolt Notch Site Plan
02925_302	P06	Platform & Smolt Notch General Arrangement
02925_303	P01	Bolham Weir Smolt Screen & Smolt Notch Sections
02925_304	P02	Handrailing and Smolt Screen Details
02925_305	P01	Screen Details
02925_306	P03	Sill Notch & Smolt Notch Details
Any subsequent revisions or updates will be provided and supersede above.		

Scope

3 Specifications

List the specifications which apply to the contract.

TITLE	DATE OR REVISION	TICK IF PUBLICLY AVAILABLE
Pollution Prevention Guidelines 5 (PPG5) Working in or Near a Watercourse (a withdrawn document but still to be used as a guide)	Oct, 2007	✓
Guidance for Pollution Prevention – Works and maintenance in or near water	Version 1.2 Feb, 2018	✓
Civil Engineering Specification for the Water Industry 8 th Edition	8 th Edition	✓
Planning Permission and Environmental Permits obtained for the works	2024	Employer will provide once granted.

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

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.

Work on site will not commence until the Planning Application and Environmental Permit (statutory permissions) are received and provided by the Client. Both planning permission and environment permit applications are in progress and are in-keeping with extra information supplied in the ITT document.

Work in the river is constrained to the permitted in-river work 'window' between 1st June and 30th September as set by the Environment Agency.

Works will take place in conjunction with South West Water (SWW) as the landowner and any constraints or considerations will be past onto the *Contractor* by the *Client* or a nominated representative from SWW. The LHB (Left Hand Bank as you face downstream) supports a subterranean water abstraction pipeline and pumping station which aren't known to be a constraint but may need consideration on occasion for SWW gaining access at the same time as the *Contractor*.

The LHB is a shared access between SWW and the local farm so some allowance may need to be made for agricultural access to the field on occasion. The Client will provide contact details for landowners for the Contractor to liaise if necessary.

Access for the RHB (Right Hand Bank as you face downstream) is permitted by agreement with the Farm owner. This is a formal agreement that may present constraints to timings of work and timings should be planned for normal working weekday hours (~0800 – 1700 hours). Any other landowner access constraints will be relayed when known. The permanent track along the field boundaries will be left in place on egress. As the in-river working window is to the 30th September, the access agreement with the landowner will be to this date only. Delays may incur financial penalties.

The *Contractor* must provide a full Method Statement qualifying how works will be undertaken in keeping with the ITT site information and therefore the Planning Application and Environmental Permit. The Method Statement will specify timescales and procedures considerate of health and safety and environmental constraints, and must be adhered to by the *Contractor*.

Where the Consultant intends to subcontract part of the works, the Client should be informed in advance. The Consultant should ensure that Health & Safety due diligence is carried out and provided to the Client in respect of the Subcontractor either in the form of the WRT Health & Safety Assessment Form or equivalent. As per Condition 21 of the Contract, if the Consultant subcontracts work, it is responsible for Providing the Service as if it had not been subcontracted. Where a Subcontractor is used, The Client reserves the right to instruct the Consultant to stop using a person to Provide the Service

The Contractor must not take photographs of the site or the works or any part of them unless he has obtained the acceptance of the Client. The Contractor should take the measures needed to prevent his and any subcontractors' people taking, publishing or otherwise circulating such photographs.

For further detail, please refer to the Invitation to Tender document.

Scope

5 Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the works is intended to be at their Completion as defined in clause 11.2(1).

A programme of works is required setting out the timescale for completion of the project and for specific activities comprising the works. The programme should be submitted together with your written proposal. A Gantt chart, or similar, clearly depicting weekly activity or construction stages is acceptable. The programme must be realistic and achievable for the summer 2024 season.

The programme should be as detailed as possible to promote full understanding of the phased progress of works.

A weekly or bi-weekly site meeting will be necessary between the *Contractor* and *Client* to update on progress and to highlight any risks or technical challenges so that the project team can work with the *Contractor* to make any adjustments and manage them accordingly.

In-river work is restricted by the regulator to June to September in the summer season. RHB access will be restricted by a time-limited access agreement through the land which will require the site to be occupied and cleared within the same timeframe. The site must therefore be complete and clear by 30th September 2024.

The intended use of the works is to allow fish species to freely migrate up and downstream at the location using the newly constructed fish pass and chute with correct flow according to water level. The fish pass, chute and screens will improve migration by helping fish negotiate a permanent barrier in the river and reduce diversion and unnatural delays from the main route. This will improve all fish species' ability to reach valuable spawning and nursery habitat, thereby maintaining and improving fish stocks and catchment biodiversity and function.

6 Services and other things provided by the *Client*

ITEM	DATE BY WHICH IT WILL BE PROVIDED
There are no services on site such as water and electricity. The site setup will need to cater for employees and welfare.	N/A
Planning Permission – the application is with Mid Devon District Council Ref: PP-12870099 .	Expected decision by MDDC 21/05/2024
Environmental Permit	Anticipated by 01/06/2024
Access agreements with landowners	The <i>starting date</i> .
Ecology and archaeology support from the <i>Client</i> or appointed contractor of the <i>Client</i> to carry out any necessary conditions of planning and permits.	The <i>starting date</i> and as needed.

Site Information

Site Location

The site is located on the River Exe, immediately North of the village of Bolham and in-turn, North of Tiverton on the A396.

The site is located in and next to the River Exe at NGR 294858 115310 Bolham Weir Lower Washfield.

The site can be accessed from the A396 to the South East or LHB (Left Hand Bank as you face downstream).

The site's North West or RHB (Right Hand Bank as you face downstream) can be accessed through the track at Marsh Farm. The site will need to be secured to promote separation from the working farm and stock, although it is acceptable that the temporary track be open for animals to cross.

Access Routes and Site Boundaries

Access to the site will be from both banks as work is required in or next to both banks.

The site is owned and operated by South West Water.

Access to the site is permitted through a collaborative agreement between South West Water and the *Client*.

Access to the RHB is through Marsh Farm by formal arrangement between Marsh Farm and the *Client*. The ground condition in winter is wet. A permanent track is required constructed to facilitate RHB access through two fields next to the boundary. The track will be reinforced, according to current guidance or best practice, to facilitate large construction machinery (estimated 3.5 – 4.0m wide) for the construction phase, but also to facilitate future maintenance of the fish pass at all times of year.

Access to the LHB is through permitted SWW access and by permission of Velvains Farm. There is a bridge over the leat (weir offtake channel) which the Contractor must ensure is satisfactory for machinery access.

All access must consider the other land use stakeholders and allow normal working operations to be conducted as reasonably practicable. Access is to be planned carefully so as not to cause any damage to public highways, tracks, trees, services or property. Any accidental damage to the site or infrastructure must be made good at the cost of the *Contractor*.

The transportation of materials, plant and machinery is the *Contractor's* responsibility. The culverted track through Marsh Farm will need two culverts upgraded to accommodate the plant and machinery being used on site.

Utility Information

It is the Contractor's responsibility to perform any necessary searches to ensure the location of services and utilities are known, that the ground is surveyed for unrecorded utilities before digging, and to ensure that no utilities are adversely affected during completion of the works.

Bolham Weir impounds water for drinking water abstraction from the river and at no time should water levels be compromised so as to make abstraction unavailable.

Ecology and Heritage

The river is considered a Biodiversity Action Plan priority habitat and must be protected from any negative impact – this project's central aim is to make catchment improvements on the river.

Ecological support will be provided by the *Client* at site setup. The Client will walkover the site to assess the area for protected species, primarily otter. A Root Protection Area (RPA) is defined for tree's conservation. The Contractor will need to prevent any negative impact to trees as a result of works.

Archaeology and heritage has been screened and the weir is of low importance overall however a Written Scheme of Investigation will be provided by the *Client* and if any watching brief is required it will be organised by the *Client*.

Other Site Considerations

There is no public access known to the site. Some trespass or permissive access is known to occur by canoeists and swimmers in the river.

All reasonable steps should be taken to exclude the public or trespass from the construction site.

Welfare facilities are not present at the site and the Contractor will have to put in place a site welfare compound.

Further site information and illustrations are available in the design drawings and in the ITT document information.