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| **NEC logo** 3 | Engineering and Construction | |
| **Short Contract** | | |
| **A contract between** | Westcountry Rivers Trust | |
|  | Rain-Charm House, Kyl Cober Parc, Stoke Climsland, Cornwall, PL17 8PH | |
|  |  | |
| **and** | TBC | |
|  |  | |
|  |  | |
| **for** | Construction Phase  Fish Passage Improvements  Bridgetown Weir, River Exe | |
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|  | Conditions of Contract | CC1 |
| **1** | | |

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| 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 | phil@wrt.org.uk | | |
| The *works* are | Installation of Larinier super-active baffle fishway within an existing pool-traverse fish pass channel, excavation and reinforcement of the outlet pool and adjacent right hand bank to accommodate the Larinier fishway, local extension of the weir toe to bring in line with the fish pass outlet with riprap stone, installation of a fish chute adjacent to the leat entrance and excavate and reinforce an outlet pool, installation of seasonal screening infrastructure and a maintenance walkway at the leat entrance, levelling of weir crest to reduce competing attraction flows. | | |
| The *site* is | Bridgetown Weir, SS 92320 33770. Refer to location plan included in drawing ‘3. Bridgetown\_Detailed Design Drawings’. | | |
| The *starting date* is | April 2022 (TBC with awarded contractor following ITT process) | | |
| The *completion date* is | 30 September 2022 | | |
| 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](mailto:enquiries@cic.org.uk) | | |
| **2** | | | |

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| 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 *Contractor* submits to the *Employer* details of people who are to be employed by him and his Subcontractors in connection with the *works*. The details include a list of names and addresses, the capacities in which they are employed, insurance details and other information required by the *Employer*. | |
|  | | Z1.2 | | The *Contractor* does not take photographs of the *site* or the *works* or any part of them unless he has obtained the acceptance of the *Employer*. | |
|  | | Z1.3 | | The *Contractor* 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 *Employer* to pay any sums under this contract that if the *Contractor* is a subsidiary within the meaning of the Companies Act 2006 the *Contractor* has provided to the *Employer* a parent company guarantee in the form set out in this contract duly executed as a deed by the *Contractor’s* ultimate parent. | |
| **Principal Contractor** | | **Z3**  Z3.1 | | The *Contractor* is the Principal Contractor in terms of The Construction (Design and Management) Regulations 2015. | |
|  | | Z3.2 | | The *Employer* is the Principal Designer in terms of The Construction (Design and Management) Regulations 2015. | |
|  | |  | | **3** | |
| **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 *Contractor* submits the name of each proposed Subcontractor and/or *Consultant* to the *Employer* 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 *Contractor* to provide the *works*. The *Contractor* does not appoint a proposed Subcontractor until the *Employer* has accepted him. | | |
| **Dispute Resolution** | **Z6**  Z6.1 | | 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. | | |
| **Deletion of Compensation Event for Physical Conditions** | **Z7**  Z7.1 | | Clauses 60.1(9) and 60.2 are deleted.  For the avoidance of doubt, the *Contractor* will not be entitled to a compensation event due to physical conditions. | | |
| **Restriction of Compensation Event for Weather** | **Z8**  Z8.1 | | The consequence of Clause 60.1(10) 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*. | | |
| **Deletion of Compensation Event for Prevention of Completion** | **Z9**  Z9.1 | | Clause 60.1(12) is deleted.  For the avoidance of doubt, the *Contractor* will not be entitled to a compensation event due to events that prevent him from completing the *works*. | | |
| **Biosecurity** | **Z10**  Z10.1 | | The WRT Biosecurity Protocol must always be adhered to. | | |
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| Contract Data | | | | | | | | |
| The *Contractor*’s Offer | | | | | | | | |
| The *Contractor* is | | | | | | | | |
| Name | | | TBC | | | | | |
| 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*’sAcceptance | | | | | | | | |
| The *Employer* accepts the *Contractor*’s Offer to Provide the Works  Signed on behalf of the *Employer* | | | | | | | | |
| Name |  | | | | | | | |
| Position |  | | | | | | | |
|  | | | | | | | | |
| Signature |  | | | | Date | | | |
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| 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 cost of the screen deployment infrastructure and maintenance walkway need to be separately priced from the screen sections.  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*. | | | | | | | | | | |
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| **6** | | | | | | | | | | |
| **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 number** | **Description** | | **Unit** | **Quantity** | **Rate** | | | **Price** | | |
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|  | **The total of the Prices, excluding VAT** | | | | | | £ | | |  |
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|  | | **7** | | | | | | | | |

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| Contract Data | | | | | | | | | | |
| Works Information | | | | | | | | | | |
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| **1 Description of the *works*** | | | | | | | | | | |
| The works seek to optimise upstream and downstream fish passage at Bridgetown Weir, River Exe, for native migratory fish species. Please refer to drawings ‘3. Bridgetown\_Detailed Design Drawings’.  Installation of a safe access route through a hedgerow and over a riparian field will be required as part of site setup. In preceding dry conditions, the riparian field should be traversable by tracked machinery and suitable 4x4 vehicles. It is the *Contractors* responsibility to ensure safe access and egress for machinery, vehicles and staff during the works period, and ability to suitably repair disturbed ground to ‘as found’ condition as far as is practicable on completion of the works.  It is proposed to install an aluminium Larinier super-active baffle fishway into an existing pool-traverse fish pass channel. This option was selected to minimise impacts on the weir structure, considered of archaeological interest by Exmoor National Park Authority. The Larinier is to be fixed into mass concrete with steel bolts, with mass concrete tied into existing structure with stainless steel threaded dowels. To allow housing of Larinier fishway into existing channel without increasing erosion risk, and to maximise attraction efficacy, the outlet pool and right hand bank adjacent to the outlet pool are to be excavated and reinforced with imported stone. Outlet pool reinforced with 450mm depth of stone and bankside with 1000mm depth of stone. The weir at the upstream extent is to be extended with stone to meet the outlet of the Larinier fishway to maximise attraction to the outlet.  An aluminium fish chute is to be installed at the location of an existing spillway adjacent to the leat entrance, fixed in place with mass concrete at the inlet and outlet and stainless steel threaded dowels. The underside of the chute is to be infilled with stone, extending outwards so as to partially hide the chute. An outlet pool is to be excavated and reinforced with imported stone. Infrastructure for a seasonal 10mm aperture screen, including the screen, is to be installed across the leat entrance, with a maintenance walkway of GRP deck above, fixed to the riverbed by stainless steel beam onto a A393 mesh enforced concrete foundation.  The weir crest is to be levelled to match the majority of the weir, formed using mass concrete with a domed profile and tied to the existing structure using 1 row of stainless steel threaded dowels.  All stone used is to be sourced from a local supplier where possible to maximise aesthetic blending with the local landscape.  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 Exmoor National Park.  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 project drawings are listed below. The Contractor is to prepare a Method Statement 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 30 September 2022 at the latest (subject to favourable weather / river conditions).  Once 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. | | | | | | | | | | |
| **8** | | | | | | | | | | |
| **2 Drawings** | | | | | | | | | | |
|  |  | | | | | | | | |  |
|  | **Drawing number** | | | **Revision** | **Title** | | | | |  |
|  |  | | |  |  | | | | |  |
|  | 100 | | | P01 | Site Location & Plan | | | | |  |
|  | 101 | | | P01 | General Arrangements | | | | |  |
|  | 102 | | | P01 | Larinier Pass - Sections & Details | | | | |  |
|  | 103 | | | P01 | Larinier Unit 1 Details | | | | |  |
|  | 104 | | | P01 | Larinier Unit 2 Details | | | | |  |
|  | 105 | | | P01 | Larinier Unit 3 Details | | | | |  |
|  | 106 | | | P01 | Smolt Chute Sections & Details | | | | |  |
|  | 107 | | | P01 | Smolt Screen Details | | | | |  |
|  | 108 | | | P01 | Maintenance Walkway Section & Details | | | | |  |
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| 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 (a withdrawn document but still to be used as a guide) | | October 2007 | **** |  |
|  | Civil Engineering Specification for the Water Industry 7th Edition | | 7th 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 site is not available for occupation by the Contractor until 02 May 2022.  All works must be complete by 30 September 2022, preferably earlier to extend regrowth period for any vegetation re-establishment.  All ‘in river’ work areas must be suitably bunded to form secure, fully enclosed, dry working area.  Access to the Bridgetown Weir site includes a designated public bridleway and via a private riparian field. Use of banks-persons to accompany movements of machinery is required when transporting machinery across the public bridleway, and appropriate signage put in place.  Site machinery and power tools are not to be used outside of the hours 9:00am - 18:00hrs. Recreational radios are not permitted whereby they can be heard outside of any machinery cabins further than 20 metres away. Please respect the desires of the riparian owners and keep disturbance to a minimum where practicable for patrons of the caravan park and campsite.  There must be continual flow of river water permitted to the mill leat. The mill leat is supplied by licenced abstraction and therefore must not be allowed to run dry. If dewatering activities to provide safe dry working areas risks blocking the river flow to the leat, mitigation must be considered e.g. over-pumping with an appropriately sized water pump.  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, or suitably repaired so as to return to ‘as found’ condition in a reasonable timeframe e.g. levelled and appropriately seeded for regrowth. | | | |  |
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| Contract Data | | | | | | | | | | | | |
| Works Information | | | | | | | | | | | | |
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| **5 Requirements for the programme** | | | | | | | | | | | | |
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| 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* cannot commence works until Planning Permission and Environmental Permit have been approved and received.  The *Contractor* must give at least 7 days’ notice before going to site with intention of beginning works to allow the *Employer* to notify statutory authorities, in line with permit conditions. | | | | | | | | | | | | |
| The *Contractor* is to be out of the river and the works complete by the 30th September 2022 at the latest. | | | | | | | | | | | | |
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| **6 Services and other things provided by the *Employer*** | | | | | | | | | | | | |
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|  | **Item** | | | | | | | **Date by which it**  **will be provided** | | |  |
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|  | | | | **11** | | | | | | | | |
| Contract Data | | | | | | | | | | | | |
| Site Information | | | | | | | | | | | | |
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| **Site Location –** drawing 100 indicates the location of Bridgetown Weir. | | | | | | | | | | | | |
| **Access Routes and Site Boundaries –** please refer to drawings 100 and 101 for site details. The *Contractor* is todetail in their Method Statement their preferred method of work including pollution prevention measures, access and temporary works.  **Abstraction Licence** - The mill leat is supplied by an active abstraction licence (14/45/02/2354). The mill leat must therefore receive continual flow throughout the duration of the works. If in creating a safe dry working environment the flow to the leat is at risk of depletion, then over-flow operations must be installed e.g. river flows pumped over coffer dam installations. Every effort must be made to reduce impact on the abstraction licence during construction works. | | | | | | | | | | | | |
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|  | | | **12** | | | | | | | | | |