

# **ERDF Wild Towns-Cinderford Brook Barriers**

## **SPECIFICATIONS AND TENDER DOCUMENTS FOR OPTIONS APPRAISAL & DETAILED DESIGN**

**[ERDF Wild Towns-Cinderford Brook Barriers]**

**Location:**

**[Cinderford Brook, Gloucestershire]**

**[EUROPEAN REGIONAL DEVELOPMENT FUND]**



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## **Section 1: Description of Work**

### **1. Background**

#### **Current Issues**

The Cinderford Brook has been identified by the Environment Agency as a critical watercourse for declining Salmon and eel populations. However, due to the presence of historic mills and mines within the river catchment, many barriers to fish migration still exist and with this alteration to the habitat and natural morphology of the river has occurred.

Twelve physical barriers to fish movement have been identified by walkover surveys undertaken by Apem and Severn Rivers Trust, located between Ruspidge (NGR SO 65067 12996) and Lower Soudley (SO 66449 08933). Low flows as a result of abstraction on the river are likely to interact with physical barriers to prevent fish movement at some (grade 2) locations, but four barriers were graded as impassable to salmonids regardless of discharge. These limit longitudinal connectivity, and therefore fish movement (60083R R31, September 2013).

From the walkover survey, habitat suitability for some life stages of Atlantic salmon and brown trout may also be restricted by the often cobble/ boulder strewn nature of the river channel, with relatively few areas offering the gravels preferred for spawning. Sections of concrete lined channel are also present, put in place to prevent leakage into underlying coal mines (60083R R31, September 2013).

#### **Fisheries Enhancement**

This project will deliver fish passage at 4 grade 2 barriers to fish migration situated in the high priority area of Lower Soudley. Furthermore, we shall deliver habitat enhancement in areas identified as limiting for spawning salmonids. Figure 1 below identifies the sites for barrier adaptation to increase fish migration and habitat enhancement. Once complete, this part of the project will provide 12.315Km of accessible river for salmonids, eels and other coarse fish species and an additional 0.8Ha of enhanced spawning habitat.

- 1.1 The grid reference for the Delivery Site is SO 66595 09526 and the nearest address is Soudley Brook, GL14 2UF.

The National Grid References are as follows:

- 1 SO 66634 09531 – Upper barrier (Beneath bridge)

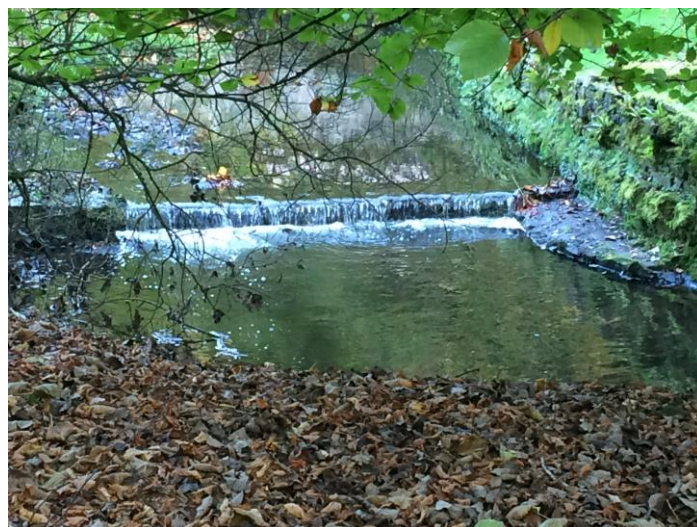


- 2 SO 66616 09518 – Second barrier



- 3 SO66452 09343 – Third barrier

- 4 SO66450 09377 – Bottom weir



## 2. Definitions

In this document the following terms shall have the meanings prescribed unless otherwise stated or otherwise required by the context:

‘the **Trust**’ shall mean the Severn Rivers Trust.

‘**Client**’ shall mean the Severn Rivers Trust, for whom the project is carried out.

‘**Nominated Officer**’ shall mean William Pelham for the Severn Rivers Trust or such other officer as the Trust may nominate.

‘**CDM**’ shall mean the Construction (Design and Management) Regulations 2015

‘**Delivery Site**’ shall mean is SO 66595 09526 and the nearest address is Soudley Brook, GL14 2UF.

‘**Tenderer**’ shall mean the person/company submitting a Tender to the Client and where a Tenderer consists of more than one person obligations and submissions shall be deemed to have been made jointly and severally and the masculine gender shall include all other genders. Tenderer shall refer to all possible applicants including Principal Designer, Designer, Principal Contractor or Contractor.

‘**Contractor**’ shall mean those who do the actual construction work during the construction phase.

‘**Principal Contractor**’ shall mean, where applicable, the contractors appointed by the Client to coordinate the construction phase where it involves more than one contractor.

‘**Method Statement**’ shall mean the method statement forming part of the tender specific to the Works.

‘**Principal Designer**’ shall mean, where applicable, the designer appointed by the Client in projects involving more than one contractor, and to coordinate the pre-construction phase.

‘**Designer**’ shall mean, where applicable, the designer appointed by the Client to prepare or modify designs for the Works

‘**Risk Assessment**’ shall mean the risk assessments forming part of the tender specific to the Works.

‘**Works**’ shall mean the work to be performed and the services to be provided as described in the Tender Documentation, together with any alterations and amendments that are made in accordance with these conditions.

‘**Landowner**’ shall mean the authority or person who owns the area of land in question.

‘**Tenant**’ shall mean person and/or organisation who occupies land/property which is rented from a landlord

‘**Sub-Contractors**’ shall mean and Designer where a Principal Designer is appointed, and/or a Contractor where a Principal Contractor is appointed.

### 3. Objectives

The principal objectives of the project are to create easement of passage for multiple protected species over the four structures on the Cinderford Brook. These include Atlantic salmon (*Salmo trutta*) and the European eel (*Anguilla anguilla*). There is scope to improve the habitat availability within the Cinderford Brook region to benefit the local wildlife as well as providing conditions for species, such as ones specified above, to breed successfully.

### 4. Specification of Required Works

#### A) Options Appraisal

A detailed summary of the current options available for multi-species fish passage to include a structural integrity assessment of the weir. The report should summarise the work that has been undertaken to date and consider land ownership, and long-term sustainability. A full report is required and should also include the following:

- Ground Services – both desk study and ground truth
- Topographic survey
- Ground investigations utilising British Geological Society data and ground truth
- Structural survey of the weir
- An Options Appraisal & recommendations for preferred option (inc. approximate costs for each of the options)
- Consider protected species around 20 meters of the site works (Survey information will be provided by Severn Rivers Trust)
- Consideration of local heritage and listed structures

#### B) Detailed Design

- Provide up and downstream fish passage over the following ranges: Q90 to Q10 for salmon, Q95 to Q10 for sea trout, Q95 to Q20 for lamprey and coarse fish, and Q99 to Q70 for eels;
- Potential to restore and enhance existing features to create new and valuable aquatic, riparian and flood plain habitat;
- Not create an unacceptable flood risk, and if possible contribute to the reduction in flood risk to properties and infrastructure.
- Ensure existing downstream uses are protected and existing abstractions or discharges not derogated.

- Be durable and any structures capable of withstanding flows of the river in flood conditions for an appropriate design life;
- Be designed according to Construction (Design and Management) Regulations 2007.

C) **Hydraulic Modelling and Flood Risk Assessment**

Production of a model to include preferred option will be required to level of detail proportionate to support a Flood Risk Assessment.

D) **Consents**

Apply for relevant consents for the project, which will include Flood Risk Assessment and any others as appropriate.

All costs for the above sections shall be separated out in the tender return to the Severn Rivers Trust.

4.1. **Preliminaries – Pre-Construction Phase**

- 4.1.1. The Principal Designer or Designer (as applicable) shall prepare and/or modify all designs to eliminate or control foreseeable risks during the Construction Phase, and maintenance of the Works after completion of the Works.
- 4.1.2. The Principal Designer or Designer (as applicable) shall prepare a pre-construction phase plan.
- 4.1.3. The Principal Designer or Designer (as applicable) shall plan, manage, monitor and coordinate health and safety in the pre-construction phase of the Works.
- 4.1.4. Where a Principal Designer is employed, this shall include identifying, eliminating and controlling foreseeable risks; and ensuring designers carry out their duties.
- 4.1.5. The Principal Designer or Designer (as applicable) shall prepare and provide relevant information to other duty holders and members of the project team to help them fulfil their duties.
- 4.1.6. The Principal Designer or Designer (as applicable) shall provide relevant information to the Principal Contractor or Contractor (as applicable) to help them plan, manage, monitor and coordinate health and safety in the Construction Phase.
- 4.1.7. If a Principal Designer is appointed, they shall organise cooperation between all contractors and coordinate their work.

4.1.8. Where multiple Contractors shall be involved in the Works, the Principle Designer shall prepare and update a Health and Safety File that shall be provided in hard copy to the Client at the completion of the Works.

4.1.9. The Principal Designer or Designer (as applicable) must hold and provide evidence of Employers and Public liability insurance to the value of £10,000,000. Copies of these must be submitted with this tender.

#### **4.2. Health and Safety**

4.2.1. The Trust's Health and Safety Policy and procedures shall be adhered to at all times by the Tenderer whilst undertaking the Works. Copies of the Policy and Handbook of any Tenderer are available to the Client on request. The Tenderer shall exceed or at least adhere to the Trust's requirements, duties and responsibilities.

4.2.2. The Tenderer shall be responsible for the health and safety implications of all operation to complete the Works. A Method Statement, including information referring to CDM regulations<sup>1</sup>, to cover all of the operations including operational risk assessments, detailing safe working practices, training requirements and health and safety procedures, that will be used at all stages of the contract must be included with the tender.

4.2.3. Copies of Site Risk Assessments for the Delivery Site will be required prior to the commencement of the Works.

4.2.4. Failure to adhere to the agreed Method Statement will result in termination of the contract.

4.2.5. The Tenderer must take the lead in ensuring the health and safety of all those involved in the contract, including the use of correct PPE by all operatives or others involved in the contract.

4.2.6. The Principle Contractor and Contractors must have a plan in place to safely get an injured colleague off the site in the event of an accident. The Nominated Officer will want to see evidence of this.

4.2.7. The Principle Designer and Designers must maintain an accident book and will report all accidents to the Nominated Officer. The Tenderer is responsible for reporting incidents to the Health and Safety Executive (HSE) in respect of RIDDOR reportable incidents/accidents. The Trust reserves the right to undertake detailed accident investigation to ensure that lessons are learnt and that recurrence is prevented.

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<sup>1</sup> Construction (Design and Management) Regulations 2015



4.2.8. The Principle Designer and Designers will be required to ensure that the equipment is fully maintained and serviced. The Contractor is required to keep all equipment operational and to pay for all/any repairs during the period of the contract.

4.2.9. The Tenderer must be aware that there is potential public access at all times and as such the Tenderer may be approached by the public at any time.

#### **4.3. Specification**

4.3.1. The Nominated Officer will identify the Delivery Site so that the Tenderer can visit the site and satisfy himself on the location and requirements, before a Tender is submitted.

4.3.2. Neither the invitation to tender nor an acceptance constitutes a permission or consent to undertake the Works. The Tenderer for the Detailed Design and Construction (not this Tender) will be responsible (and liable) to ensure that all consents and permissions are obtained and all conditions of such consent or permission are complied with and supply evidence of such. In particular, (but not limited to) work on a Site of Special Scientific Interest (SSSI) the consent of the Natural England is obtained if required. Also, consent and permission must be obtained by the Tenderer from Environment Agency including flood defense, temporary impoundments, possibly abstraction or discharge consents, planning and an archeological assessment and statement. These consents will vary depending on the description of the Works and the Tenderer should confirm with the Nominated Officer what is required.

4.3.3. The Tenderer agrees to comply with and abide by any conditions or instructions that may be imposed or required as a condition of obtaining such consent.

4.3.4. The Contract will commence on 5<sup>th</sup> August 2019.

4.3.5. The options appraisal for all 4 structures shall be completed by 18<sup>th</sup> October 2019.

4.3.6. The detailed design and flood risk assessment for all 4 structures shall be completed by 12<sup>th</sup> December.

4.3.7. The consents for all 4 structures to be approved by the relevant authorities and returned by 20<sup>th</sup> March 2020.

#### **5. Environmental Considerations**

5.1. The Works are to be carried out within a sensitive river environment. The Tenderer will be required to include an environmental section within the Designs and/or Method Statement, showing how they would reduce impact upon the river environment.

- 5.2. All substances subject to the Control of Substances Hazardous to Health Regulations 1992 (COSHH) will need to fully comply with these regulations, evidence of this will be included as part of the Tender.
- 5.3. All fuel storage must comply with the Control of Pollution (Oil Storage) Regulations 2001.
- 5.4. Plants and animals protected under the Schedules of the Wildlife and Countryside Act 1981 and other Acts are not to be harmed or their habitat damaged. Nesting birds are not to be disturbed and are to be reported immediately to the Nominated Officer. It is a criminal offence to recklessly destroy a bird's nest.
- 5.5. Any public complaints must be immediately reported to the Nominated Officer.
- 5.6. The Delivery Site must be left clean and tidy at all times.
- 5.7. Dogs are not permitted on the Delivery Site.
- 5.8. All gates to be closed regarding access and egress to/on the Delivery Site where necessary to ensure security.

## **Section 2: Information and Instructions for Tendering**

**Tenders must be submitted in accordance with the following instructions. Tenders not complying with these instructions, in any particular way, may be rejected by the Trust, whose decision on the matter is final.**

### **1. Invitation to Tender**

- 1.1. The Trust is seeking tenders from suitably experienced and equipped designers and/or contractors and those who can demonstrate an ability to undertake the works in a professional manner to undertake the Works at the Delivery Site, pursuant to the particulars described in Section 1.

### **2. Basis of Tenders**

- 2.1. Tenders are being invited from a selected list and from the wider community through Contracts Finder.

### **3. Scope of Tender**

- 3.1. Tenders are being invited on the basis of undertaking the options appraisal, detailed design, flood risk assessment and consents.

### **4. Contract Period**

- 4.1. Tenders are invited for a period of 3 tasks.
- 4.2. Contract will commence on 5<sup>th</sup> August 2019.
- 4.3. The options appraisal for all 4 structures shall be completed by 18<sup>th</sup> October 2019.
- 4.4. The detailed design and flood risk assessment for all 4 structures shall be completed by 12<sup>th</sup> December.
- 4.5. The consents for all 4 structures to be approved by the relevant authorities and returned by 31<sup>st</sup> March 2020.
- 4.6. Invoices can be submitted to the Nominated Officer on completion of each stage.

### **5. Tenderers to visit**

- 5.1. Tenderers are invited to visit the Delivery Site to ascertain all relevant conditions and means of access and to thoroughly acquaint themselves with the extent and nature of the proposed Works and will be deemed to have done so before submitting a Tender.
- 5.2. Arrangements for any such visit can be made with the Nominated Officer by telephoning the 07806324493

## **6. Tender queries**

- 6.1. Tenderers are advised to study the Conditions of Contract, Specification and all other documentation provided by the Trust. The whole of these documents should be read and their true intent and meaning ascertained before submitting a Tender. Tenderers should seek to clarify any points of doubt or difficulty (including any apparent ambiguities, errors and omissions in the tender documents) with the Trust through its Nominated Officer prior to submitting a tender. For this purpose please contact the Nominated Officer on 07806324493.

## **7. Errors in completed tenders**

- 7.1. Where examination of a tender reveals arithmetical errors these will be corrected on the basis that the rates entered into the Schedule of Rates are correct and the Tenderer will be afforded the opportunity of confirming the revised totals (in writing) or withdrawing its tender within 7 days.

## **8. Period of Validity**

- 8.1. Tenderers are required to keep Tenders valid for acceptance for a period of 30 working days from the closing date for receipt of tenders.

## **9. Tendering procedure**

- 9.1. The Tender shall be made on the Form of Tender enclosed. It must be completed and signed by the Tenderer in ink and accompanied by the following information:

- 9.1.1. Experience and knowledge of the Works described in Sections 3 and 4, including suitable references.
- 9.1.2. Experience of the role required by the Client i.e. Principal Designer, Designer, Principal Contractor or Contractor.
- 9.1.3. Organisation and Method of Working (including Method Statements, risks assessments and CDM information)
- 9.1.4. Analysis of Resources
- 9.1.5. Schedule of Rates for each requirement described in Section 1 Part 4.
- 9.1.6. Details of any part of the Works to be sub-contracted
- 9.1.7. Copies of all Insurance Certificates, for the supplier and any sub-contractors in accordance with this Tender as applicable.
- 9.1.8. Case studies/examples of similar Works

- 9.2. The Form of Tender must be signed, where the Tenderer is an individual, by that individual; where the Tenderer is a partnership, by two duly authorised partners; where the Tenderer is a company, by two directors or by a director and company secretary, such persons to be duly authorised for the purpose. To nominate another individual please confirm with the Nominated Officer.

- 9.3. No tender will be deemed to be received unless:

- 9.3.1 It is emailed through to the Nominated Officer on [William.pelham@severnrivertrust.com](mailto:William.pelham@severnrivertrust.com)

**9.4. THE DEADLINE FOR RECEIPT OF TENDERS IS 4.30PM ON [MONDAY 24<sup>th</sup> JULY].**

9.5. No tender received after the specified time shall be considered. Any such tender shall be returned promptly to the Tenderer by the Nominated Officer who may open the tender only to ascertain the name and address of the Tenderer.

**10. Tender evaluation**

10.1. The Trust will be conducting a full financial and technical evaluation of all tenders. Due to the time constraints of the grant body, the Trust will also be evaluating based on an ability to commence and complete in sufficient time.

10.2. Tenders will be evaluated in accordance with the following:

10.2.1. Products and services shall be competitively priced, readily available and fit for their intended purposes, bearing in mind health and safety or other legislative requirements.

10.2.2. When purchasing products or services, preference will be given to those:

- a) From suppliers with accredited environmental practices;
- b) That are produced and distributed using resources responsibly, with a minimum of hazardous substances.
- c) that minimise waste, energy consumption or other adverse environmental impacts in their use and disposal; and

10.3. In the evaluation of tenders the following will apply:

- a) Experience of similar Works
- b) Suitable knowledge and working experience of CDM
- c) Method Statement and Resources
- d) Other Items
- e) Written technical and financial references may be requested and considered as part of the evaluation procedure.

10.4. The Trust may also seek clarification in respect of the Method Statement and Resources Analysis in various ways including but not limited to:

- a) Site visits
- b) Interviews with key personnel who would be assigned to the Contract and appropriate Senior Managers of the Company.

**11. Basis of Tender**

The Tenderer shall show the Tender sum for the actual Works and the VAT separately.

The Tender must include value of all of the Works and must cover all costs and expenses which may be incurred in order to complete the Works in accordance with the Conditions and to assume all express and implied risks, liabilities and obligations imposed by the Conditions, the Specification and all other documents forming part of the Tender documentation.

**The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its rates and prices.**

## **12. Sub-contracting**

- 12.1. When submitting its Tender, the Tenderer must notify the Trust of any parts of the Works that it proposes to sub-contract. Failure to do so will invalidate any such tender.
- 12.2. The Trust's prior written approval must be obtained before any part of the Works is sub-contracted. The Trust reserves the right to refuse such approval as its absolute discretion.
- 12.3. An approved sub-contractor must give a direct warranty and undertaking to the Trust but the Tenderer will nonetheless remain primarily liable for carrying out and completing the Works.
- 12.4. Should any sub-contracting be required, the Tenderer shall assume the role of Principal Designer or Principal Contractor as appropriate.

## **13. Award of Contract**

- 13.1. The Trust expects to award the Contract within 10 working days of accepting a tender but reserves the right to delay awarding the Contract to a later date for any reason.
- 13.2. The successful Tenderer will be required to execute a formal contract incorporating the Conditions and until such execution, the successful Tender together with the Trust's written acceptance shall constitute the contract.

## **14. Health and Safety**

Tenderers will be required to comply with the Health and Safety at Work Act 1974, Construction (Design and Management) Regulations 2015 and all other regulations made under and after the Act and all other legislation and regulations relevant to the performance of the contract.

## **15. Obligations**

Tenderers proposing to submit a Tender are advised to ensure that they are familiar with the nature and extent of their obligations if their Tender is accepted.

## **16. Accuracy**

Information supplied to Tenderers by the Trust (whether in these tender documents or otherwise) is supplied for general guidance in the preparation of the tenders. Tenderers must satisfy themselves by their own investigations with regard to accuracy of any such information and no responsibility is accepted by the Trust for any inaccurate information obtained by Tenderers.

**17. Confidentiality**

All information supplied by the Trust in connection with this invitation to tender shall be regarded as confidential by the Tenderer except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of the Tender.

**18. Canvassing**

Tenderers face automatic disqualification if they canvass for the Contract by approaching the Trust or Officer of the Trust with a view to gaining more favourable consideration of their Tender. Tenderers should state whether Board Members or Officers of the Trust have any direct or indirect interests in their company.

**19. Late tenders**

Tenders received after the closing time and date stated above will not be considered unless by prior arrangement with the Nominated Officer on 07806324493

**20. Definitions**

The words defined in the Conditions and Specification shall have the same meaning in these instructions.



Signed.....  
Officer

Nominated

### **Section 3. Form of Tender**

**(To be completed by the Tenderer and returned to the Nominated Officer relating to the supply of the Works).**

We offer to execute the works described in your Specification dated [19.06.19 for ERDF Wild Towns-Cinderford Brook Barriers]

Total all-inclusive tender for the site excluding VAT:

Delivery Site: [SO 66595 09526]      £ .....pounds and .....  
pence

We confirm

(i) That we have not communicated and will not communicate to any person under any agreement or arrangement, the amount of this Tender. (ii) That the amount of this Tender has not been adjusted under any agreement or arrangement with any person. (iii) Having examined the Conditions of Contract and Specification for the above mentioned works we offer to complete the whole of the Specification for the Delivery Site for such as may be ascertained in accordance with the said Conditions of Contract. (iv) We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in this Tender. (v) Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding contract between us. (vi) We understand that you are not bound to accept the lowest or any tender you may receive. (vii) We understand that Work on this Delivery Sites may not take place even after the Contract has been awarded depending upon Consent.

**Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Post Code** \_\_\_\_\_ **Tel No** \_\_\_\_\_

**VAT No** \_\_\_\_\_

If a Limited Company, please state address of Registered Office;

**Signature**

\_\_\_\_\_  
\_\_\_\_\_



**Itemised:**

General Items and Preliminaries:-						
Works Required		No.	Rates £'s	Cost (ex VAT)	VAT	Total Cost £'s
Items	Contractual Requirements					

Note: Please photocopy and use additional sheets as necessary.

**Time Schedule:**

Proposed Start Date	
Proposed Completion Date	

## **SUB CONTRACTORS**

### **(To be completed by the Principal Designer and/or Contractor)**

The Principal Designer or Principal Contractor shall indicate the names and addresses of those firms to whom he proposes to sub-let any portion of the work included in this tender.

- (i) The Principal Designer or Principal Contractor is to include copies of all relevant insurance certificates for those Designers or Contractors listed below.
- (ii) No sub-contractors may be used without the written consent of the Trust, or without the insurance documents having been vetted and approved by the Trust.
- (iii) Any other sub-contractor must not be utilized without the prior consent of the Nominated Officer.
- (iv) Only sub-contractors with substantial experience of remote and sensitive working and with prior experience in this particular type of work may be considered.
- (v) The Trust requires that the Contractor submit a full resume of the sub-contractors experience.

The Trust reserves the right to reject any proposed Sub-Contractor.

**If no subcontracting is to be undertaken simply state none below.**

**Sub-Contractor** \_\_\_\_\_

**Section or nature of the work to be Sub-let** \_\_\_\_\_

**Names and Address** \_\_\_\_\_

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**Signature**.....

**Address**.....

**Date** .....

## Appendices

Appendix 1 - AMP5 Investigation Sites West Area Impact Assessment Report: Cinderford Brook GB109054032710

Appendix 2 - ERDF Wild Towns Project

Appendix 3 – Cinderford Brook Fish Passage Supporting Doc