**Specifications and Tender Document**

**Dunston Beck Floodplain Reconnection Project Phase 2 (Nocton Wood)**



Location: Dunston Fen Lane, near Dunston Village, Lincolnshire

November 2021

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# Invitation to tender for the Dunston Beck Floodplain Reconnection Project Phase 2 (Nocton Wood)

Wild Trout Trust PO Box 120 Waterlooville Hants PO8 0WZ

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Project Title: Dunston Beck Floodplain Reconnection Project Phase 2 (Nocton Wood)

Authors: Tim Jacklin and Joanna Knight

## Description of work

Background information

The 4-hectare site consists of grazed agricultural land to the north of the Dunston Beck and Dunston Fen Lane and to the east of Wood Farm. The site is situated on private land owned by Dyson Farming Ltd.

The primary aim of the project is to improve biodiversity by realigning the course of the beck to create a 450-m naturalised channel, along with the creation of a variety of habitat types including side channels, backwaters and ponds and scrapes, as per the detailed design in the Appendices. The detailed elements of the works will be supervised on site by the designer.

The project is being carried out by a partnership consisting of The Wild Trout Trust (WTT), Dyson Farming Ltd (DFL, the landowner) and the Environment Agency (EA). The project is being project managed by the Wild Trout Trust on behalf of the partnership.

The project site is not located within any international or national nature conservation designations, nor any non-statutory local conservation designations.

There are no Public Rights of Way on the site, although it is adjacent to a public road which is regularly used by cyclists and pedestrians as well as vehicle traffic.

## Definitions

The following terms have the meaning described below unless otherwise stated in the document, or required by the context:

‘Wild Trout Trust’ shall mean Wild Trout Trust Ltd (Registered Charity 1077041), PO Box 120, Waterlooville PO8 0WZ, Tel. 023 9257 0985.

‘Nominated officer’ shall mean Tim Jacklin of Wild Trout Trust or such other officer as Wild Trout Trust may nominate.

‘Project Site’ shall mean the site alongside the Dunston Beck where the works are to take place, as identified in the maps in this and appended documents.

‘Tenderer’ shall mean the person submitting a Tender 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.

‘Contractor’ shall mean the successful Tenderer.

‘Method statement’ shall mean the method statement forming part of the tender.

‘Works’ shall mean the work to be undertaken and the services to be provided as described in the Tender Documentation for the construction of the floodplain and associated structures, together with any alteration and amendments that are made in accordance with these conditions.

‘Landowner’ shall mean Dyson Farming Ltd, The Estate Office, Cyclone Way, Nocton, Lincoln LN4 2GR.

## Description of works

A new river channel is to be excavated within the field to the north of the Dunston Beck channel, along with side channels, ponds and scrapes. Twelve gravel riffles and ten point bars are to be installed within the channel using riddled gravel arising on site and/or imported gravel[[1]](#footnote-1) to achieve the specified mix of gravel sizes. Two embanked areas within the site are to be removed down to adjacent floodplain level. These works are to be carried out to the design supplied and under the supervision of the designer.

The spoil from the excavation will be used to backfill the existing channel following the completion and connection of the new channel. It is anticipated there will be a surplus of approximately 2500 m3 of spoil (not allowing for an expansion factor) to be removed from site (under DFL waste exemptions, contact Ian Willoughby) for use elsewhere on Dyson Farming Ltd’s holdings. Some separation of spoil to reserve topsoil for removal from site will be required. Test holes have been dug on site and that information is provided in the Appendices.

A detailed design, bill of quantities and designer’s risk register is provided in the Appendices. The designer will supervise the set out of the site and the detailed elements of the works e.g., riffle levels.

Management and minimisation of fine sediment input to the Dunston Beck is a key consideration and should be addressed in the method statement.

There is good access to the site from public roads via Wood Farm.

It is anticipated that the works would be completed within 4-6 weeks of the start date. The works must be completed by 31st March 2022.

Planning permission for the works is pending. Some conditions relating to planning permission are likely to arise, such as archaeological watching brief and/or additional biodiversity survey and supervision requirements. The cost of these will be met by Wild Trout Trust through the project partnership, but it should be noted they may cause delays to groundworks.

All technical enquiries regarding the Works can be directed to Tim Jacklin on 07876 525457.

## Specifications of required works

### Preliminaries

It is essential that there is no waste of materials, the Tenderer will be expected to manage operations to minimise waste.

The Project Site is unsecured. Equipment and fuel left unattended or remaining at the Delivery Site overnight is left so at the Tenderer’s risk. Tenderers are responsible for sourcing appropriate locations to accommodate their equipment and operatives whilst the Works are not being undertaken.

All fuels or flammable substances, which are to remain at the Project Site while the Works are not being undertaken, must be adequately secured to prevent accidental fires.

The contractor must hold and provide evidence of Employers and Public liability insurance to the value of £5,000,000. Copies of these must be submitted with this tender.

Certificates of competence and appropriate construction insurances should also be supplied.

The contractor must be SIPP accredited (SAFE Contractor, CHAS, Worksafe/SMAS).

A pre-construction phase plan including method statement, risk assessments, CoSSH assessment and waste management must be provided with the application.

All waste resulting from the Works is the responsibility of the Tenderer. This waste must be collected and removed from the delivery Site and disposed of appropriately off site. This is to ensure that no waste material remains on the Delivery Site when the Works are completed.

All/any hazardous waste must be handled in accordance with the Hazardous Waste Regulations 2005.

### Health and safety

The Tenderer will be responsible for the health and safety implications of all operations to complete the Works. A Method Statement, including information referring to Construction (Design and Management) Regulations 2015, to cover all of the operations including operational risk assessments must be included with the tender, detailing safe working practices, training requirements and health and safety procedures, that will be used at all states of the contract.

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

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

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.

The Tenderer must have a plan in place to safely remove an injured colleague from the site in the event of an accident. The Nominated Officer will need to see evidence of this.

The tenderer 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 Tenderer will be required to ensure that the equipment is fully maintained and serviced. The Tenderer is required to keep all equipment operational and to pay for all repairs during the period of the contract.

The Tenderer must be aware that there is potential public access to the Project Site at all times and as such, they may encounter members of the public at any time.

### Specification

The Nominated officer will identify the Project Site so that the Tenderer can visit the site and satisfy himself on the location and requirements, before a Tender is submitted (see Appendices).

Neither the invitation to tender nor an acceptance constitutes a permission or consent to construct the new river channel and associated structures. The Ordinary Watercourse Consent and Environment Agency Flood Risk Activity permit has been obtained for the project; a Planning Permission application is in process and the determination date is 7th December 2021.

Access to the site has been provisionally agreed with the landowner. The contractor will need to provide details of their public liability insurance to the landowner and agree access and site compound location.

The Tenderer agrees to comply with and abide by any conditions or instructions that may be imposed or required by such consents.

The works must be completed by 31st March, 2022.

## Environmental Considerations

An Environmental Clerk of Works will be appointed for the scheme and supervise the execution of the biodiversity surveys and safeguards detailed in the outline method statement. The contractor must cooperate fully with these requirements.

Backfilling of the existing Dunston Beck channel itself has significant potential to damage fish and other aquatic fauna. A fish rescue will be carried out (arranged by the Nominated Officer) prior to any backfilling taking place. No backfilling work must take place until authorised by the Nominated Officer in consultation with the Ecological Clerk of Works.

As part of the works, six over-wintering structures for great-created newts will be constructed as per the design supplied in the appendices (and under supervision of the Ecological Clerk of Works).

The mobilisation and input of fine sediment to the Dunston Beck is a key consideration as it has the potential to damage aquatic life and impact upon the Car Dyke immediately downstream (a Scheduled Ancient Monument). Fine sediment input must be kept to a minimum by agreeing working practices and mitigation measures (for example, excavation in the dry as per the outline method statement) in advance with the Nominated Officer and documenting them in the final agreed method statement.

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.

All fuel storage must comply with the Control of Pollution (Oil Storage) Regulations 2001.

## Utilities searches

Utilities searches were carried out in December 2020 and are shown in Sheet 2 of the design drawings. It is the Tenderer’s responsibility to ensure the utility searches are complete and up to date. The Tenderer must make provision for safe working practices in the vicinity of utilities and document such in the method statement.

## Information and instructions for tendering

* Tenders must be submitted in accordance with the following instructions. Any tenders not complying with these instructions may be rejected by Wild Trout Trust whose decision is final.
* Wild Trout Trust is inviting tenders from suitably experienced contractors and those who can demonstrate an ability to professionally undertake the construction of a new river channel and associated structures at the project site, as described above (“Works”).
* Tenders are being invited on the basis of undertaking the whole of the Works
* Tenders are invited for a period of a single task. All works must be completed before 30th March, 2022. All invoices must be delivered to the Wild Trout Trust, PO Box 120 Waterlooville, Hants, PO8 0WZ before 31st March 2022.
* Tenderers are invited to visit the Delivery Site to establish all relevant conditions and to thoroughly appraise the extent and nature of the proposed Works. If you require a site visit, please contact the Nominated officer who will arrange access to the site.
* Tenderers are advised to study all documentation provided by Wild Trout Trust and their true intent and meaning ascertained before submitting a tender. Tenderers should seek to clarify any points of doubt, including any ambiguities, errors and omissions in the tender documents with Wild Trout Trust through its Nominated Officer prior to submitting a tender. Please contact the Nominated Officer on: 07876 525457
* Where examination of a tender reveals arithmetical errors these will be corrected and the Tenderer will be afforded the opportunity of confirming the revised totals (in writing) or withdrawing its tender within 7 days.
* Tenderers are required to keep Tenders valid for acceptance for a period of 30 working days from the closing date for receipt of tenders.
* Tenderers are required to submit a written proposal by the deadline. All proposals should include the following:
* Organisation and Method of Working, including Method Statements, risk assessments

and CDM information.

* Costings – including breakdown
* An estimation of timescale and outline programme
* Capability Statement and/or previous experience including biodiversity and river work in

the last 2 years and name of contact for whom the work was carried out; details of proposed sub-contractors (if needed); copies of all Insurance Certificates, for the supplier and any sub-contractors

* Any assumptions used in preparing responses should be clearly stated. Any appropriate supporting documents should be included.
* The 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 a company secretary, such persons to be duly authorised for the purpose. To nominate another individual please confirm with the Nominated Officer.
* Tenders must be sent to the address detailed below in ‘Full Contact Details’ or via email to tjacklin@wildtrout.org .
* The deadline for receipt of tenders is 30th November 2021.
* All queries must be made my email or telephone.
* Late tenders, received after the closing date and time stated above will not be considered unless by prior arrangement.
* Proof of posting will not be accepted as proof of delivery if the tender fails to arrive at the stipulated address before the specified time.

## Timescale

All physical works must be completed before the end of March 2022.

Invitation to Tender (ITT) released: 2nd November 2021

Tender submission deadline: 30th November 2021

Contractor appointment: 10th December 2021 (subject to planning permission granted)

31st March 2022: Works to be completed and all operators off the Project Site

## Full Contact Details

Tenders must be delivered to the following address:

Contact name: Tim Jacklin

Email address: tjacklin@wildtrout.org

Full address: Wild Trout Trust PO Box 120 Watelooville PO8 0WZ

Telephone: 07876 525457

## Tender Evaluation and process

Wild Trout Trust will be conducting a full financial and technical evaluation of all tenders as well as evaluating the ability to commence and complete the Works to the timescale.

Tenders will be evaluated on a 50% cost 50% quality basis

Tenders will be evaluated in accordance with the following:

* 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.
* 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.

In the evaluation of tenders the following will apply: a) Method Statements and Resources b) Other Items c) Written technical and financial references may be requested and considered as a part of the evaluation procedure.

Wild Trout Trust may also seek clarification in respect of the Method Statement and other documentation 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.

## 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 the Works and must cover all costs and expenses which may be incurred in order to complete the Works in accordance with 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.

## Sub-contracting

When submitting its Tender, the Tenderer must notify Wild Trout Trust of any parts of the Works that it proposes to sub-contract. Failure to do so will invalidate any such tender.

Wild Trout Trust’s prior written approval must be obtained before any part of the Work is sub-contracted. Wild Trout Trust reserves the right to refuse such approval as its absolute discretion.

An approved sub-contractor must give a direct warranty and undertaking to Wild Trout Trust but the Tenderer will remain primarily liable for carrying out and completing the Works.

## Award of Contract

Wild Trout 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.

The successful Tenderer will be required to execute a formal contract incorporating the Conditions and until such execution, the successful Tender together with Wild Trout Trust’s written acceptance shall constitute the contract.

## Health and Safety

Tenderers will be required to comply with the Health and Safety at Work Act 1974 and all other regulations made under and after the Act, in addition to all other relevant legislation and regulations.

## Obligations & Accuracy

Tenderers submitting a Tender must be familiar with the nature and extent of their obligations if their tender is accepted. Information supplied by Wild Trout Trust in this tender document, and all other sources, is supplied for general guidance for tender preparation. The tenderers must satisfy themselves by their own investigations with regard to accuracy of any such information and no responsibility is accepted by Wild Trout Trust for any inaccurate information obtained by Tenderers.

## Confidentiality

By submitting a tender, you are committing to an understanding of the requirements of the work and have sufficiently addressed all aspects of the tender. All information you have provided has been checked to be correct and as intended.

All information supplied by Wild Trout Trust in connection with this tender to date, and any further information supplied during the tender process shall be regarded as confidential and must not be shared with any other organisation without written permission of Wild Trout Trust.

## Canvassing

Tenderers face automatic disqualification if they canvass for the Contract by approaching Wild Trout Trust with a view to gaining more favourable consideration of their Tender.

## Appendices

Appendix 1 – Site location and plan (Files *SD1a\_Site Plan.pdf* and *SD1b\_Location Plan.pdf*)

Appendix 2 - Design Drawings (File *SD3\_Dunston\_Bees\_Wax\_Site\_Restoration\_Design\_Drawings\_v1.1\_July\_2021).*

Appendix 3 – Preliminary Ecological Assessment **containing details of the over-wintering structures for newts (hibernaculum)** – page 26 (File *SD4\_PEA\_DunstonBeck\_May2021\_v2).*

Appendix 4 – Outline Method Statement (File *SD7\_Method Statement July 2021*)

Appendix 5 – Bill of Quantities (File *Dunston Bees Wax Site Restoration - BoQ DRAFT v1.0\_July21\_Issued*). Also spreadsheet *Spoil Calcs TJ*

Appendix 6 – Designer’s Risk Register (File *Designers Risk Register Dunston Bees Wax Site Restoration v1.0 DRAFT\_July2021\_Issued*)

Appendix 7 – Test hole information – see Excel spreadsheet and Photos via link: [https://photos.**app**.goo.gl/v1DwXMJ63HRR64gH8](https://photos.app.goo.gl/v1DwXMJ63HRR64gH8)

1. Imported gravel must be locally-sourced Lincolnshire limestone, for example as available from Little Ponton Quarry (contact Creasey Crushing-Screening Ltd., 07447 463243). [↑](#footnote-ref-1)