



**South
Cambridgeshire
District Council**



Invitation to Quote
PROJECT BRIEF

Dewatering of the Gravel Seam and Water Features, including Kingfisher Pond, Northstowe

Section 1

PROJECT BRIEF

Dewatering of the Gravel Seam and Water Features, including Kingfisher Pond, Northstowe

Publication date:	(03/06/2020)
Return date & time:	(19/06/2020) no later than (13:00 Hours)
ITQ return address:	Via the electronic tendering portal
Contact Officer	Mike Huntington
Contact Officer Telephone:	(0770 4018477)
Contact Officer E-mail:	(Mike.Huntington@scams.gov.uk)
Submission requirements:	(1 electronic copy via email to the email above by the end date and time)

Background information

1. South Cambridgeshire District Council (SCDC) provides local government services to the large rural district of South Cambridgeshire, which covers approximately 90,000 hectares, has 102 villages and forms the southernmost part of the county of Cambridgeshire. It is bordered by East Cambridgeshire District Council, Huntingdonshire District Council, North Hertfordshire District Council, Uttlesford District Council and totally surrounds the City of Cambridge. It is well served by a network of main roads that includes the M11, A10, A11, A14, A428, A505 and A603.
2. SCDC has pledged within its business plan to create a cleaner, greener and net zero-carbon future for our communities by 2024.
3. Procurement plays a significant part in the reduction of carbon due to the range of supplies, services and works procured by SCDC each year. SCDC's procurement is focussed towards selecting suppliers that are pursuing carbon reduction to achieve net zero emissions, whilst also actively decarbonising the provision of service services throughout the supply chain.
4. More information on South Cambridgeshire District Council can be found at www.scams.gov.uk
5. South Cambridgeshire District is part of Greater Cambridge and the London Stansted Cambridge, Peterborough Growth corridor. We have significant developments in scale and complexity currently in the planning system or

coming forward over the next few years. The council is operating as a shared Planning service with Cambridge City Council.

6. Cambridge City Council (CCC) is based in the City of Cambridge, in the east of England, 50 miles north of London. A beautiful place to live and work, Cambridge is an historic University City with high quality architecture and attractive open spaces. It is also a city of national importance, being a world leader in higher education and many 21st century industries – information technology, telecommunications and commercial research, particularly the biotechnology sector. The population of Cambridge is currently 136,900. This is forecast to grow by nearly 13% over the next 11 years.
7. Terms used within this Invitation to Tender (ITT) refers to SCDC, South Cambridgeshire, SCDC Contract Manager. As this specification will form the basis of the contract and SCDC is leading on this procurement exercise on behalf of SCDC and CCC.

Description of services

8. The description of the services that are the subject of this Invitation to Quote can be found in Section 2.

Further contract information

9. This document is to be read in conjunction with the [ITQ Bidding Instructions. Our Terms and Conditions.](#)
10. This contract term is for the length of time to complete this assignment.
11. Regular contact with SCDC's contract manager will be required throughout the contract. This may take the form of telephone, face to face or email contact.
12. We will request named contacts from the successful bidder. This will include details of senior managers, providing an escalation route should there be any concerns during the contract period.
13. SCDC will provide payment to the successful company 30 days following successful delivery and from the date of the receipt of an undisputed invoice. Please note sub-contractors working for your firm must be paid within 30 days. SCDC's preferred method of payment is by Bank Automated Clearing System (BACS). Our payments guide can be found at:

<https://www.scambs.gov.uk/business/procurement/contracts-payment-guide/>

Information to include in your response

14. The information that you provide should respond to our Questionnaire in Section 3B. It should let us know how your company intends to provide the services described in the 'Description of Services' section. In particular it should include:
 - o Costs
 - o how the service will operate and where from;
 - o the team that will provide the services and a brief summary of their experience;
 - o how you will ensure quality control and delivery on time;
 - o contingency plans for unforeseen delays;
 - o In order to address climate change and meet our objectives of carbon reduction please provide a policy document or statement confirming how your company is working towards net zero carbon and decarbonisation of your supply chain.
 - o Any comments on the terms and conditions (if you are happy to accept please just state this).
 - o Insurances
15. The successful company will have a good track record in providing these services and will be able to demonstrate their experience by providing three directly relevant referees (see Section 3C).

Section 2: Description of Services

Dewatering of the Gravel Seam and Water Features, including Kingfisher Pond, Northstowe

Introduction

16. Northstowe is a new town development of about 10,000 dwellings located to the north west of Cambridge, adjacent to the villages of Longstanton and Oakington. The development is predominantly based around the former military base of RAF Oakington. It is split into 3 separate phases. Phase 1 is for approximately 1500 dwellings, Phase 2 for approximately 3500 dwellings and the balance of 5000 dwellings in Phase 3. The engineering works associated with the infrastructure for Phase 1 have been completed, and over 500 dwellings are now occupied, with over 1000 dwellings now having detailed planning permission. The Phase 1 part of the development was previously a golf course and was situated adjacent to the military base.
17. Residents in Longstanton have been expressing concern to both South Cambridgeshire District Council (SCDC) and the developer since 2015 that the water levels in various ponds and wells located on Longstanton's gravel seam were falling. Residents have identified Kingfisher Pond as a particular concern as this was the only water feature located on Northstowe Phase 1.
18. Longstanton residents are concerned about the effect on the ecological value of the water features and have observed that this only seems to have happened since the development began in 2015. They are concerned that works associated with the engineering elements of this phase have affected the aquifer.
19. SCDC seek to commission independent advice from a drainage engineer, to assess whether there are any long terms effects on the aquifer connected with any engineering operations associated with the first phase of the development of the new town, and if this is found to be the case, to advise on any possible solutions to address reductions in water levels in this and any other ponds in the vicinity. It is expected that the engineer will need to speak to various residents and organisations that been involved in discussions since the issue was first raised in 2015.

Background information

- The plan (illustration 1 and also provided in more detail as appendix 1) below shows where the underlying river gravels and clay are located. Kingfisher Pond is highlighted with the red arrow to the west of the site. The plan also shows where the boreholes that were used to measure and monitor groundwater levels are located.

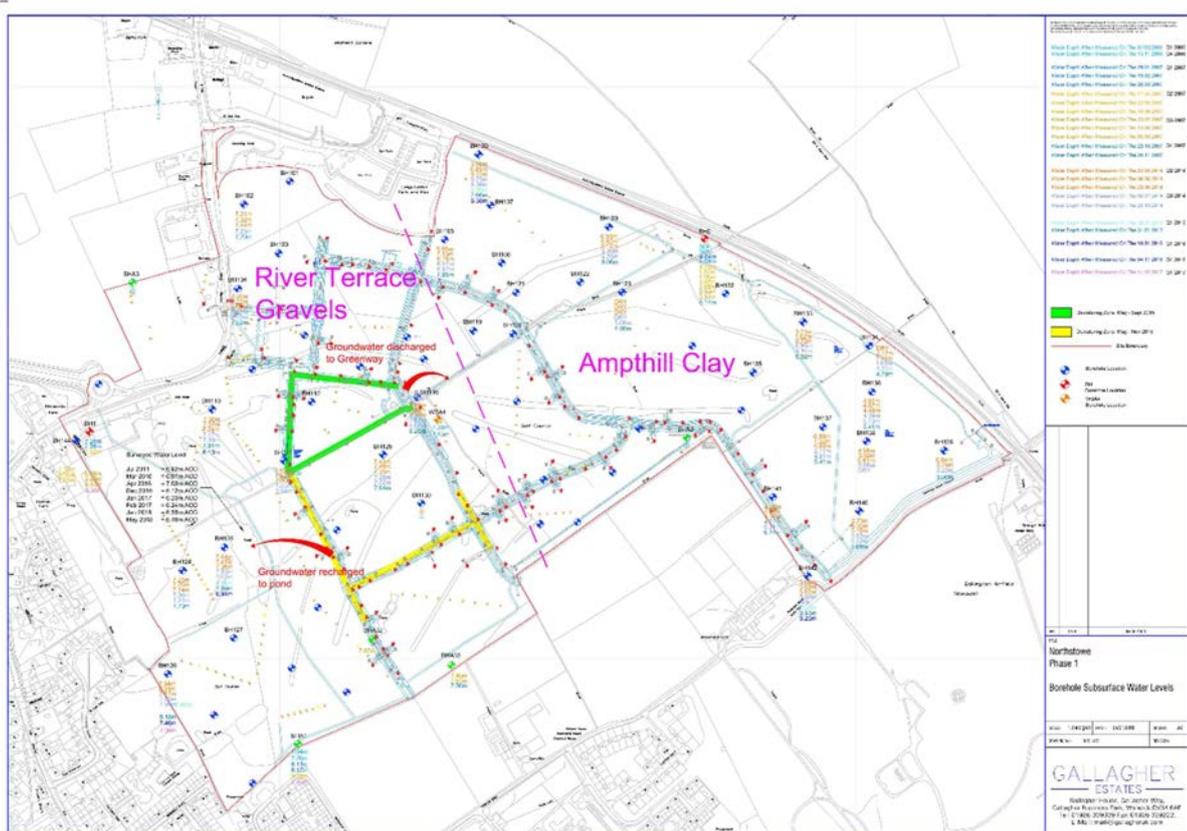


Illustration 1 – Northstowe Phase 1, Location of bore holes

- When the area surrounding the pond was previously used as a golf course, Kingfisher Pond was apparently never fed by any stream, but seems to have been fed by groundwater. It also appears that the pond was not formed naturally but may have been excavated as an irrigation pond for the original Hatton Farm that was on the site. It is noted that the pond had never run dry in all the years that the area was a farm, not even in 1976. It is not clay lined.
- As part of the masterplan for the development, some of the land adjacent to the pond has been laid out as sports pitches, and the ground for the pitches has been built up, presumably to help with drainage. The master developer has amended the design of the drainage scheme for the adjacent sports pitch land so that the pond is now being supplied with water draining from those sports pitches. To the south west corner of the pond there is an overflow which

maintains the maximum water level of the pond to allow bird nesting. This overflow has not been required since July 2015, when the pond was last full and when dewatering commenced.

23. The attached PDF composite masterplan shows the location of the pond in relation to the surrounding houses that are either under construction or occupied.
24. When the water level in Kingfisher Pond was low, the new attenuation ponds on Phase 1, adjacent to the Guided Busway, were full.
25. Wardell Armstrong (who are the consultants assessing the water levels for the developer), provided an interim report in July 2017 and promised a final report in April 2018, but this has not been received. It is understood that they have been monitoring the dataloggers that have been put in place to measure water levels.
26. In response to concerns that had been raised by residents in 2015, the developer explained that neither the proposed surface water drainage strategy nor the temporary dewatering that was necessary to allow development to start on Phase 1 would have had a significant impact on the aquifer that is hydraulically connected to the gravel seam. The long-term lack of rainfall and the high soil moisture deficit that is affecting the aquifer levels across the region and had impacted on the winter recharge over that year, would be a more likely reason. This view was supported by SCDC's drainage consultant, Simon Bunn. This evidence has been supported at a much broader level by Environment Agency quarterly groundwater updates, some of which are enclosed within this brief (Illustration 2). The Environment Agency's May 2019 groundwater report shows that the wider region still has well below normal groundwater levels. Although the rain over the winter will have helped it is not considered that this will have changed the situation that much. The Redlands Hall location on the attached map is the most relevant to South Cambridgeshire, and it shows groundwater levels as 'notably low' in the key box.

Objectives of the Study

27. The study has the following primary objectives:
 - To consult members of the community and the Parish Council on their concerns relating to the gravel seam and water features that are located on it
 - To discuss the issue with the SCDC's drainage engineer and the Master Developer
 - To verify the data logging undertaken by the developer's consultant
 - To review and report on the pond's condition

- To comment on the Environment Agency's reporting on groundwater conditions in East Anglia and the implications of this report for the aquifer underneath Northstowe and Longstanton
- To make recommendations regarding the pond, highlighting any potential concerns with the approach taken by the developer when undertaking their engineering and dewatering operations including:
 - Did dewatering and/or ditch excavations contribute to the collapse in water levels?
 - Has part of the aquifer been blocked or has water been diverted into the balancing pond on Phase 1 either directly or through seepage?
 - Did the construction of ditches cut into the gravels allowing the flow of the aquifer to be diverted?
 - Has the importing of a clay layer all over the Phase 1 site prevented rainwater replenishment of the aquifer and therefore exacerbated the problem?

Methodology

28. It is anticipated that the study will include both desk and field-based research. The process of community involvement in this study is viewed as being important in the production of the final report. The consultant should allow for time to discuss this with the community in his / her costs.

Groundwater levels

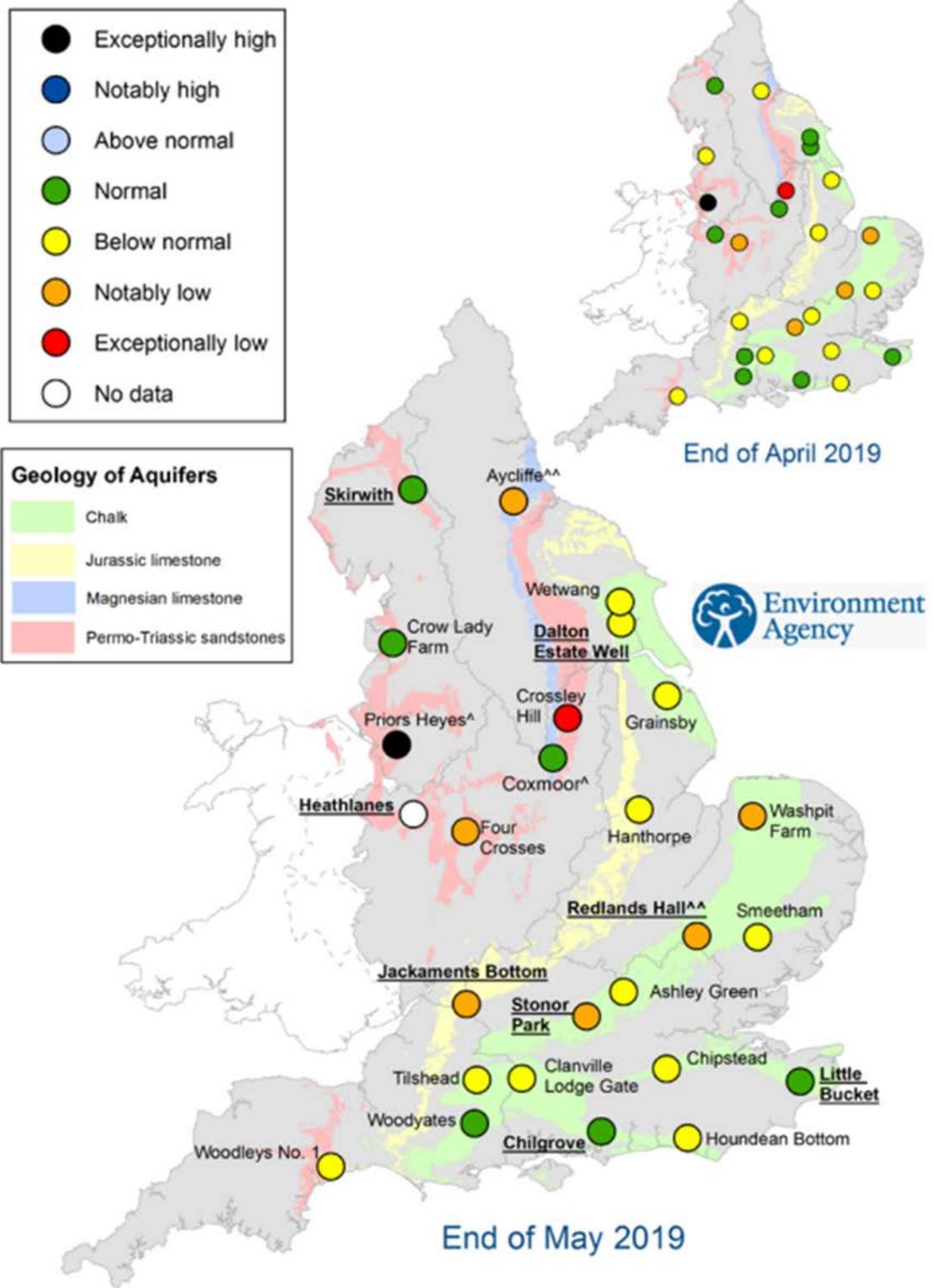


Illustration 2 – Groundwater levels, Environment Agency, 2019

Timetable

29. It is estimated that this work should take three months, with a draft report to be submitted by 30th September, and the final report to be completed by 30th October.

Costs

30. The budget for this study will be in the region of £10,000 inclusive of expenses.

Reporting

31. The nominated officer at SCDC is Mike Huntington (contact details supplied). The consultant is expected to contact the nominated officer at the start of the project and on submission of the draft report. An electronic version of the final report should be supplied at the conclusion of the project.

Proposal to Tender

32. The consultant's proposal to tender for this study should include details of:
 - the relevant experience and competency possessed by the consultant and other personnel who will work on the project
 - the methodology to be used in the study
 - full costs and expenses
 - a study timetable

Assessing tenders

33. Tenders will be scored based upon a weighting of 40% on value for money and 60% on technical ability.

Attachments

- Appendix 1 Subsurface water levels
- Appendix 2 Borehole results
- Appendix 3 Email from Simon Bunn (SCDC Drainage Engineer)

Only typical dimensions are to be taken from this drawing. Do not scale. Site dimensions, levels, invert levels of connection points and pipe diameters should be verified prior to design or works commencing. Any discrepancies must be reported to the Company before proceeding. The location of utility voids shown in this drawing are for guidance only. No guarantee is given as to accuracy. This drawing is copyright and shall not be reproduced for use in any form except by written permission.

- Water Depth When Measured On The 01/02/2006 Q1 2006
- Water Depth When Measured On The 13.11.2006 Q4 2006
- Water Depth When Measured On The 29.01.2007 Q1 2007
- Water Depth When Measured On The 19.02.2007 Q2 2007
- Water Depth When Measured On The 28.03.2007 Q3 2007
- Water Depth When Measured On The 17.04.2007 Q4 2007
- Water Depth When Measured On The 22.05.2007 Q1 2008
- Water Depth When Measured On The 18.06.2007 Q2 2008
- Water Depth When Measured On The 23.07.2007 Q3 2007
- Water Depth When Measured On The 13.08.2007 Q4 2007
- Water Depth When Measured On The 03.09.2007 Q1 2008
- Water Depth When Measured On The 23.10.2007 Q2 2008
- Water Depth When Measured On The 20.11.2007 Q3 2008
- Water Depth When Measured On The 22.05.2014 Q2 2014
- Water Depth When Measured On The 06.06.2014 Q3 2014
- Water Depth When Measured On The 23.06.2014 Q4 2014
- Water Depth When Measured On The 08.07.2014 Q1 2015
- Water Depth When Measured On The 23.10.2014 Q2 2015
- Water Depth When Measured On The 18.01.2015 Q3 2015
- Water Depth When Measured On The 31.01.2015 Q4 2015
- Water Depth When Measured On The 18.01.2016 Q1 2016
- Water Depth When Measured On The 04.11.2016 Q2 2016
- Water Depth When Measured On The 14.02.2017 Q3 2017

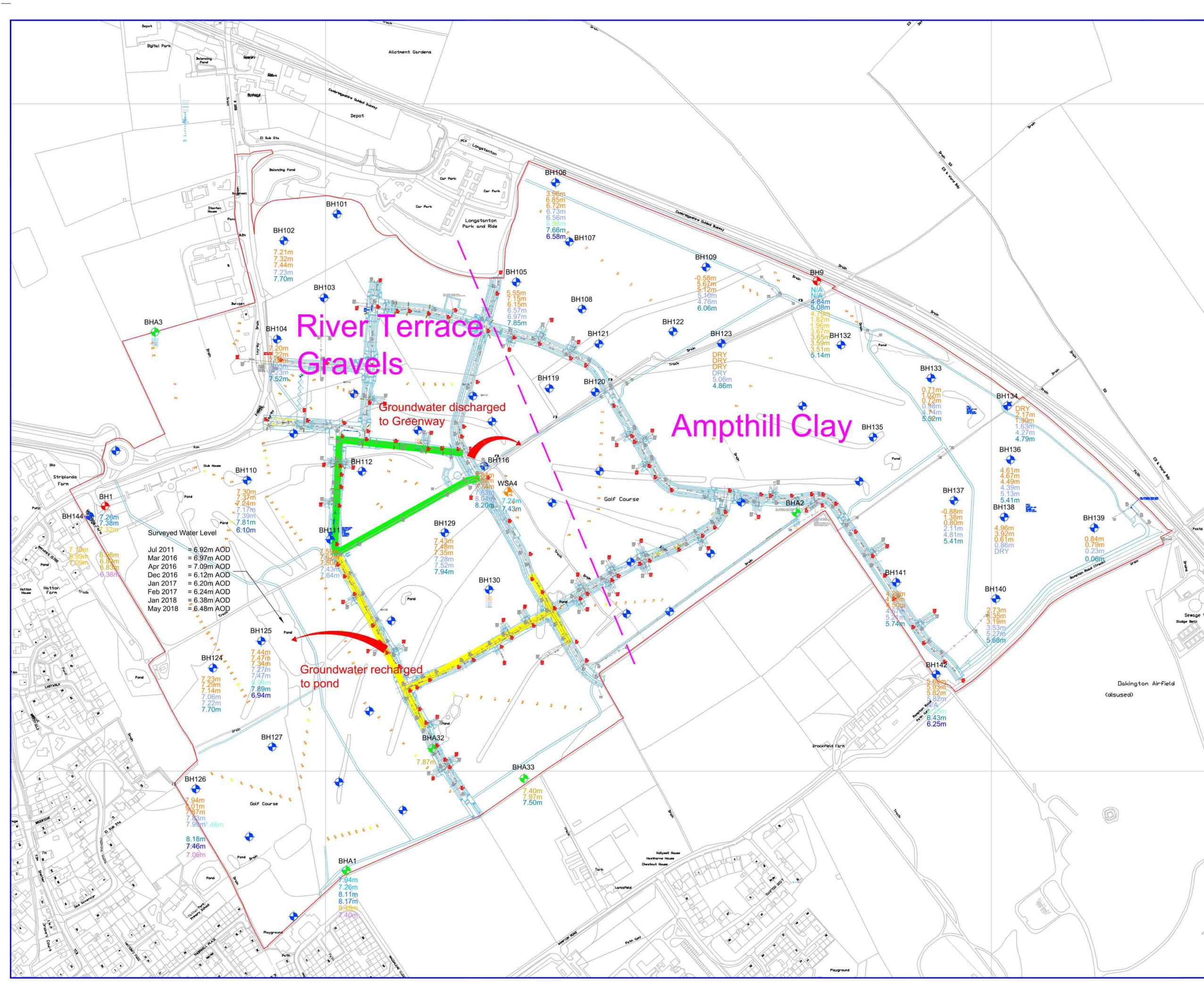
- Dewatering Zone May - Sept 2015
- Dewatering Zone May - Nov 2016
- Site Boundary
- Borehole Location
- BH Borehole Location
- WSA4 Borehole Location

REV	DATE	DESCRIPTION

TITLE		
Northstowe Phase 1		
Borehole Subsurface Water Levels		
SCALE:- 1:2500@A1	DATE:- 05/01/2016	DRAWN:- AC
DRAWING No:- 8451-221	REVISION:-	

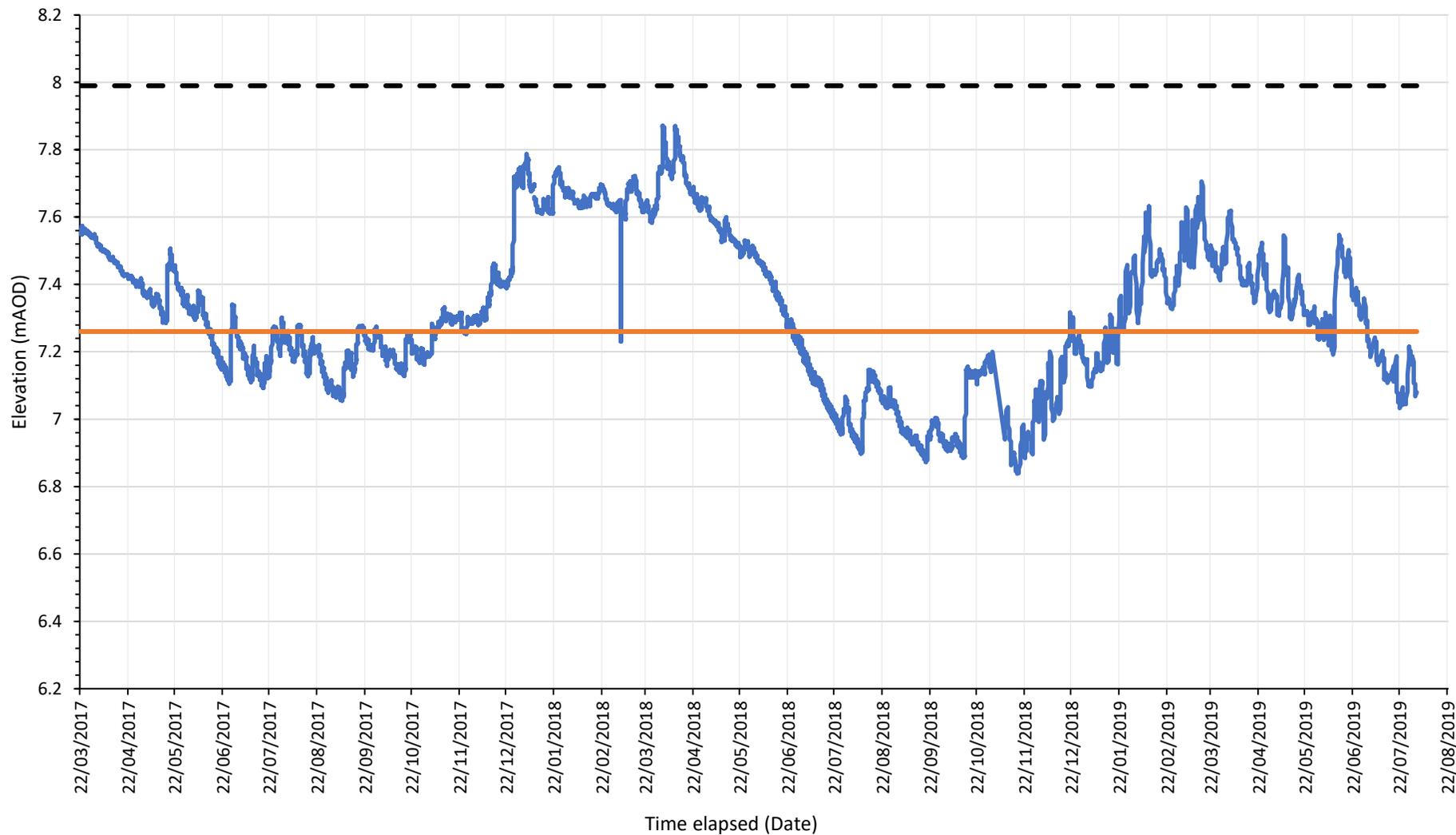
GALLAGHER
ESTATES

Gallagher House, Gallagher Way,
Gallagher Business Park, Warwick CV34 6AF
Tel: 01926 339339 Fax: 01926 339222.
E-Mail: mail@gallagheruk.com



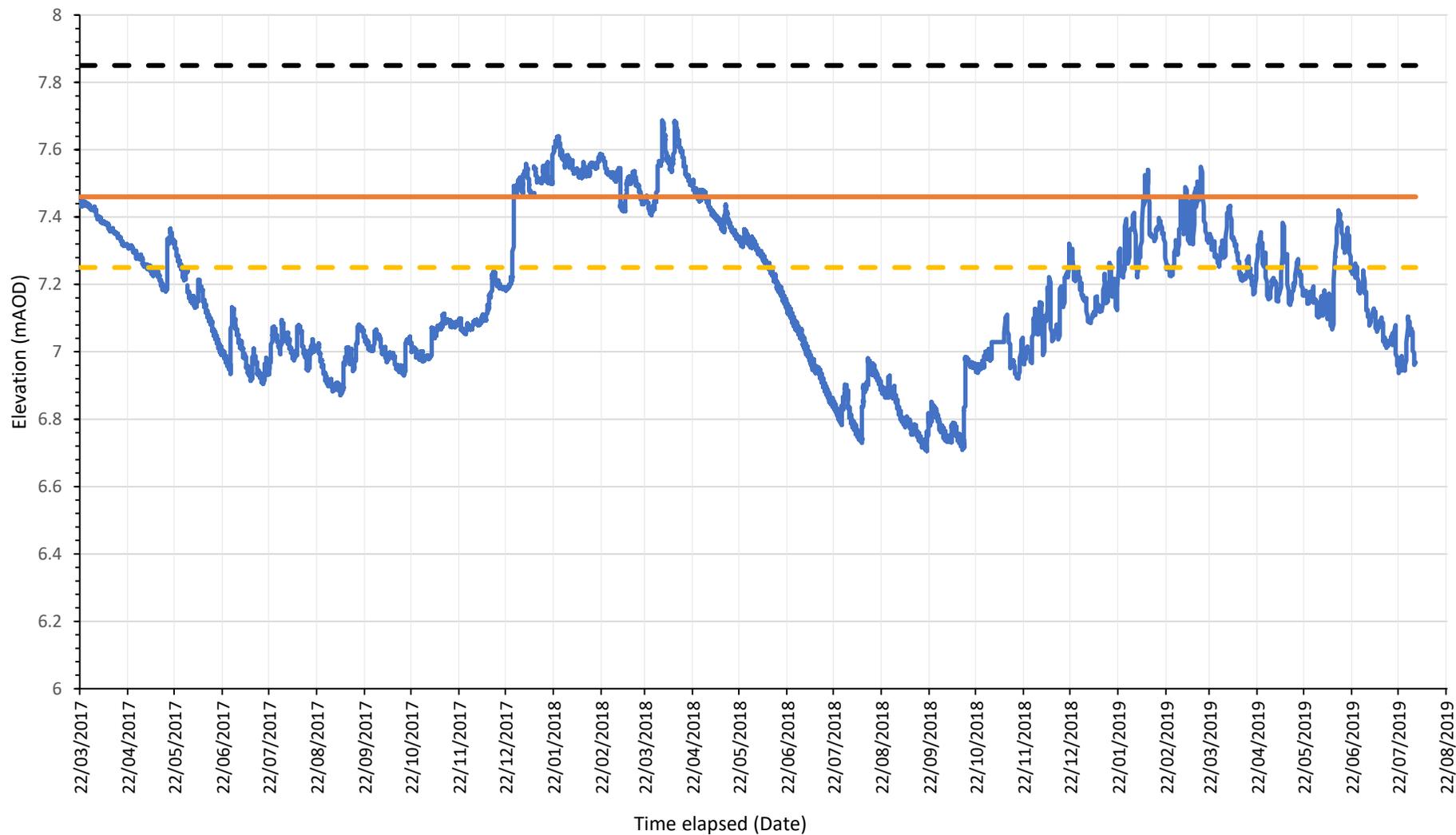
BHA1: 22nd March 2017 - 2nd August 2019

— BHA1: 22nd March 2017 - 8th July 2019 — BHA1 Lowest Pre-Works Level - - - BHA1 Typical GW Level



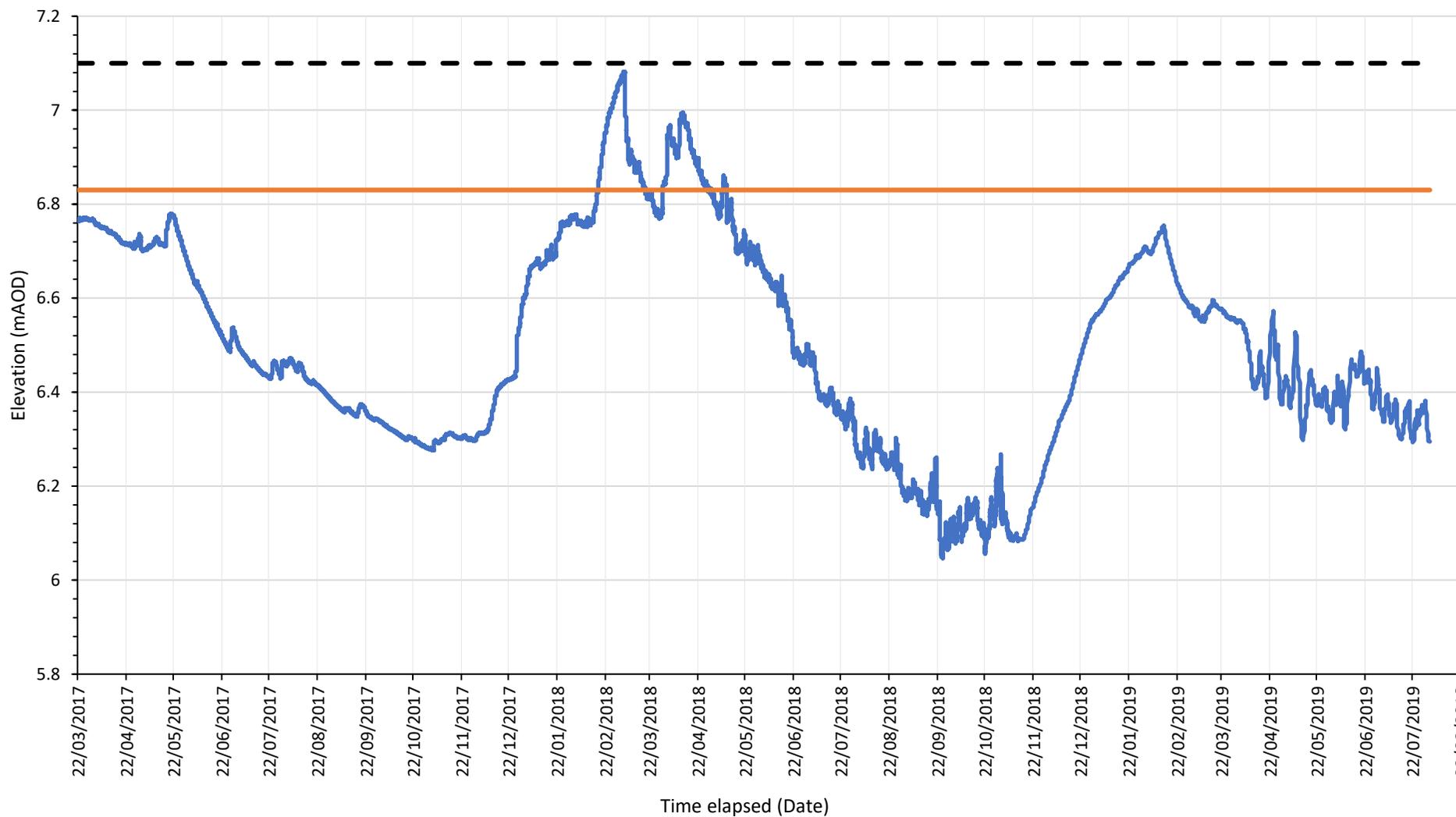
BH126: 22nd March 2017 - 2nd August 2019

— BH126: 22nd March 2017 - 8th July 2019 — BH126 Lowest Pre-Works Level — BH126 Typical GW Level — BHA133 Low GW Level



BH144: 22nd March 2017 - 2nd August 2019

— BH144: 22nd March 2017 - 8th July 2019 — BH144 Lowest Pre-Works Level - - - BH144 Typical GW Level



From: [REDACTED]
Subject: Re: FW: Northstowe ground water issues and forthcoming Community Forum
Date: 17 July 2017 20:30:42
Attachments: [image001.jpg](#)

Hello [REDACTED]

I would support the conclusions of the report.

It is highly unlikely that either the proposed surface water drainage strategy or the temporary dewatering would have had a significant impact on the aquifer that is hydraulically connected to the pond. The long term lack of rainfall and high soil moisture deficit which is having an affect on aquifer levels across the region and impacted on winter recharge this past year, is a more likely reason. The report does highlight this.

Kind regards,

[REDACTED]

On Wed, 12 Jul 2017 at 20:19, [REDACTED] > wrote:

Hello,

As you both may be aware residents have been complaining about falling groundwater levels at Longstanton for a while now.

[REDACTED] commissioned a report from Wardell Armstrong. An Interim report is attached for comment before it goes out to residents.

Please can you let me hve any comments within 10 days of the date of this email.

Thanks

[REDACTED]

From: [REDACTED]
Sent: 12 July 2017 13:02
To: [REDACTED]

[REDACTED]

Subject: RE: Northstowe ground water issues and forthcoming Community Forum

Your attachments have been security checked by Mimecast Attachment Protection. Files where no threat or malware was detected are attached.

[REDACTED]

Further to my email below please find attached the Interim Report.

If you or colleagues have any questions or comments you are welcome to direct them to [REDACTED].

Let me know if you wish to meet with myself and [REDACTED] before the Forum starts on the 19th

Regards

[REDACTED]

From: [REDACTED]
Sent: 07 July 2017 09:20
To: [REDACTED]

Subject: Northstowe ground water issues and forthcoming Community Forum

Dear [REDACTED]

We are continuing to work on the basis that revisiting the groundwater issue is on the agenda of the Community Forum on 19 July.

I spoke to [REDACTED] briefly yesterday and am now following that conversation up with this email.

[REDACTED], [REDACTED] at Wardell can present some Powerpoint slides at the Forum about his [REDACTED] the situation on Phase 1.

Wardell Armstrong's interim report will be sent through to you by the end of next week. It summarises the baseline conditions, presents a review of drainage principles, construction dewatering activities and the groundwater data collected so far.

I'm mindful that there is not much time before 19 July.

On the 19th [REDACTED] is travelling from elsewhere in the UK. He could be at SCDC's office for about 5pm if you and colleagues think it would be useful to have a pre-meeting before the Forum starts?

Let me know what you think.

Regards

[REDACTED]

[REDACTED]

[REDACTED]



Gallagher Estates

Gallagher House

Gallagher Way

Warwick

CV34 6AF

[REDACTED]

[REDACTED]

www.gallagherstates.co.uk

[REDACTED]

Disclaimer

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This email has been scanned for viruses and malware, and may have been automatically archived

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[REDACTED]

Consultant

For and on behalf of Cambridge City Council

Invitation To Quote - Bidding Instructions

Instructions to Bidders

1. We are inviting bids for the services described within the Invitation to Quote.. Any prices quoted will need to remain valid for a minimum of 30 days from the date of the submission deadline.
2. The Council is not bound to accept any quotation or make an award following the publication of this request for quotation.
3. If you have any queries about the Invitation to Quote that may affect the preparation of your Bid please raise them without delay (preferably in writing) with the Contact Officer.
4. We will not reimburse any Bid costs and/or expenses.
5. Bidders should not discuss any bids with the media, Member or officer of SCDC (or any individual representing SCDC) with the intention to influence the outcome of the Invitation to Quote. If you do so, you risk your bid being rejected.
6. In submitting a Bid, your organisation acknowledges that SCDC is subject to the requirements of the Freedom of Information Act 2000, Data Protection Act 2018, and/or the Environmental Information Regulations 2004 and any subordinate legislation and you will assist and cooperate with SCDC (at your expense) to enable SCDC to comply.
7. Your bid must not be qualified, conditional or accompanied by statement that might be construed as rendering the Bid unworkable.
8. Bidders must obtain for themselves all information necessary for the preparation of their Bid and satisfy themselves that the quality and standards specified by themselves (or SCDC) are appropriate and to the accuracy of information.
9. It is your responsibility to make sure that you have understood the contract documents and that they are completed correctly. You must seek clarification if you do not understand. The Council bears no responsibility for contract documents that are returned and completed incorrectly.

Bid submission

10. One electronic copy should be sent by the method detailed within the ITQ by the end date and time.
11. All submissions should be made on the questionnaire within the Invitation to Quote. Only information relating to the Bid should be submitted unless otherwise requested.
12. Every item should be priced in sterling on the basis that VAT is excluded, and the submission totalled.

13. Only one Bid must be submitted from your organisation for this work.
14. The questionnaire should be completed and delivered by email by the end date and time. Late Bids will be automatically rejected.
15. Where SCDC regards an amendment to the original Invitation to Quote documents as significant, an extension of the closing date may, at the discretion of SCDC, be given to all Bidders
16. If there appears to be an error in a submission or supporting information the Bidder will be invited to confirm or withdraw its Bid.

How bids will be evaluated

17. The award will be based on the highest scoring Bid on the basis of the following weighting: Price 40% and Quality 60%.
18. References obtained from the submitted referees will be assessed for relevance on a pass or fail basis.

Price

19. Price will be assessed as follows:
The lowest cost will be awarded the maximum 40% of the total evaluation marks. All other Bidders scores will be evaluated by dividing the lowest cost by the Bidders comparison cost and multiplying that proportion by 40% to provide each Bidder with their percentage of the total evaluation marks available. The following is a worked example:

Bid A lowest cost (£1): Score 40
Bid B comparison cost (£2): Score 20

(The lowest cost divided by the comparison cost multiplied by 40 equals their percentage of the total evaluation marks available.
 $1/2 \times 40 = 20$)

Quality

20. Quality therefore accounts for 60% of the score with the breakdown as per the Award Criteria Table below and with the evaluation of answers as per the table below. The evaluation scheme is described below.

Table A: Award Criteria Table:

Evaluation Criteria	Percentage Total Marks	Section	Evaluation Methodology
Price	40%	3	Questionnaire Part A Response.
Quality	60%	This section contains sub-criteria please see below	
Proposed methodology for carrying out the services	60%	5.1	Questionnaire Part B Response
Total	100%		

21. The evaluation of the Bids received will be carried out jointly by a panel of officers from the Council.
22. Bidders' responses to the questions will be scored out of a possible maximum of (5) marks. The following table explains how the Council will evaluate and score answers:

Table B: Evaluation of answers

Evaluation of answer	Marks
Proposal meets the required standard in all material respects	5
Proposal meets the required standard in most material respects, but is lacking or inconsistent in others	4
Proposal fall short of achieving expected standard in a number of identifiable respects	3
Proposal significantly fails to meet the standards required, contains significant shortcomings and/or is inconsistent with other proposals	2
Completely fails to meet required standard or does not provide a proposal	1
Nil response (no answer provided)	0

23. Following the assessment of Bids the top scoring companies may be invited to attend a clarification interview about the bidder's submission, this may result in their score being adjusted up or down. It is unlikely that the number of companies invited to clarification interview shall exceed the top 3.

The Award Process

24. Bidders will be notified simultaneously and as soon as possible of any decision made during the Bid process, including award. When the submissions have been evaluated, we will notify all Bidders about the intended award but such award may be subject to member approval where necessary.
25. You may request feedback to help you to understand how you could have improved your Bid. Request for a full debrief or forensic examination of the results will be turned down.
26. Acceptance of the Bid by SCDC will be in writing to the Bidder.
27. You should not undertake work without written notification that you have been awarded the contract and are required to start work.

Legal Terms and Conditions

Purchase of Goods and/or Services Standard Terms and Conditions

1. Basis of Contract

- 1.1 These standard terms and conditions, including any appendices to them (“**Conditions**”):
- (a) govern the purchase of the Goods, Services and/or Works, together with any Deliverables, (“**Supply**”) described in the Council’s purchase order form, including any description, specification or stipulation attached to or otherwise referenced in the purchase order form (“**Order**”);
 - (b) apply to the exclusion of any and all terms and conditions that the Supplier may seek to impose or incorporate, whether in any Quotation or otherwise, or which are expressed or implied by trade, custom, practice, course of dealing; and
 - (c) prevail over any conflicting provisions of the Order.
- 1.2 Accordingly, the Order constitutes an offer by the Council for the Supply in accordance with these Conditions and the offer shall be deemed to be accepted by the Supplier on the earlier of:
- (a) the Supplier issuing written acceptance of the Order, or
 - (b) signature by both parties as required in the Order, or
 - (c) any act of the Supplier consistent with fulfilling or the intention to fulfil the Order, at which point and on which date a contract, comprised of the Order and these Conditions, (“**Contract**”) for the Supply shall come into existence.
- 1.3 All of these Conditions shall apply to the Contract unless otherwise specified and as well as to any original Supply shall extend to any substituted or remedial Services and/or repaired or replacement Goods supplied by the Supplier.
- 1.4 The Contract is the sole and entire contract between the parties for the Supply and, save as expressly provided, supersedes all prior negotiations, submissions, representations or undertakings in respect of the Supply.

2. Definitions and Interpretation

- 2.1 In addition to the terms defined in Condition 1:

“Business Day” means a day (other than a Saturday, Sunday or a public holiday) when the Council’s principal offices are open for business;

“Commencement Date” means the earlier of the date on which the Supply commences or the date on which the first of any obligations

	required by the Contract to be performed prior to the Supply commences unless and as the parties otherwise agree in writing;
“Correction Period”	means the period, if any, stipulated in the Contract immediately following practical completion of the Works within which the Supplier is required to remedy any Defect;
“Council”	means Cambridge City Council, The Guildhall, Cambridge, CB2 3QJ;
“Council Materials”	means all materials, equipment and tools, drawings, specifications and data supplied by the Council to the Supplier for the purpose of providing the Supply;
“Data Protection Legislation”	means General Data Protection Regulation (EU 2016/679), the Law Enforcement Directive (EU 2016/680) and the Data Protection Act 2018;
“Date of Delivery”	means that date by which the Goods must be Delivered to the Council, as specified in the Contract;
“Defect”	means any defect, shrinkage or other fault whereby Works are not in accordance with the specification or, where no such specification is made, in accordance with good industry practice and to the Council’s reasonable satisfaction;
“Deliverables”	means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Supply in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
“Deliver”	means hand over the Goods to the Council at the address and on the date specified in the Contract, which shall include unloading and any other specific arrangements agreed in accordance with these Conditions. “Delivered” and “Delivery” shall be construed accordingly;
“Force Majeure Event”	means the occurrence after the Contract is entered into but before it expires or is terminated of:

- (i) war, civil war, armed conflict or terrorism; or
- (ii) nuclear, radioactive, chemical or biological explosion or contamination unless the source or cause of the explosion or contamination is the result of the action of the Supplier; or
- (iii) fire, explosion, storm, riot and civil commotion, tempest, flood, volcanic eruption or earthquake;
- (iv) pressure waves caused by devices travelling at sonic or supersonic speeds; or
- (v) any other act, omission, event or accident outside the reasonable control of the party;

which directly causes either party to be prevented from or delayed in complying with all or a material part of its obligations under the Contract;

“Goods”

means the goods to be supplied by the Supplier to the Council under the Contract;

“IPRs”

means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

“Living Wage”

Living Wage as defined by the Living Wage Foundation. Charity No. 1107264

“Normal Working Hours”

means 08.00 to 17.30 on all Business Days;

“Quotation”

means the Supplier’s quotation, if any, to provide the Supply as set out in Appendix B;

“Prohibited Act”

means:

- (a) directly or indirectly offering, promising or giving any elected member of the Council or any person working for or engaged by the Council a financial or other advantage to induce that person to perform improperly a relevant function or activity or rewarding that person for improper performance of a relevant function or activity;
- (b) directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
- (c) committing any offence under the Bribery Act 2010;
- (d) committing any offence under section 117(2) of the Local Government Act 1972;
- (e) committing any offence of fraud;
- (f) defrauding, attempting to defraud or conspiring to defraud the Council.

“Services” means the services to be supplied by the Supplier to the Council under the Contract;

“Specification” means the description of the Council’s requirement for the Supply as set out or referred to in the Order, or as set out in Appendix A;

“Supplier” means the party to whom the Order is addressed or, if different, by whom the Order is accepted, including any employee, worker, agent or subcontractor through whom it acts in the course of fulfilling its obligations under the Contract;

“Works” means the works to be performed by the Supplier for the Council under the Contract;

2.2 In these Conditions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa and words importing the masculine include the feminine and the neuter;

- (b) reference to a Condition is a reference to the whole of that Condition and reference to an Appendix is a reference to an Appendix to these Conditions unless stated otherwise;
- (c) reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- (d) reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (e) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and
- (f) headings are included for ease of reference only and shall not affect the interpretation or construction of these Conditions.

3. Goods

3.1 Where the Supply consists of or includes the provision of Goods, the Supplier shall ensure that the Goods:

- (a) conform with the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier;
- (b) are free from defects (manifest or latent) in design, materials and workmanship and remain so for 12 months after Delivery;
- (c) are of satisfactory quality (within the meaning of the Consumer Rights Act 2015) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
- (d) are fit for any purpose held out by the Supplier or made known to the Supplier by the Council expressly or by implication, and in this respect the Council relies on the Supplier’s skill and judgement.

3.2 The Supplier shall Deliver the Goods to the Council on or by the relevant Date of Delivery. Unless otherwise agreed in writing by the Council, Delivery shall be on the date and to the address specified in the Contract. Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place and the Council has signed for the Delivery.

- 3.3 The Supplier shall not Deliver Goods in instalments without the Council's prior written consent. Where it is agreed that Goods are Delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to Deliver any one instalment on time or at all or any defect in an instalment shall entitle the Council to the remedies set out in Condition 3.7.
- 3.4 Any access to the Council's premises and any labour and equipment that may be provided by the Council in connection with Delivery of Goods shall be provided without acceptance by the Council of any liability in respect of any actions, claims, costs and expenses incurred by third parties for any loss or damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of the Council or its servant or agent. The Supplier shall indemnify the Council in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which the Council may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-Suppliers.
- 3.5 Delivery of the Goods shall be accompanied by a delivery note which shows the Purchase Order number and the type and quantity of the Goods and, in the case of part Delivery, the outstanding balance remaining to be Delivered. Any packaging material the Supplier requires to be returned to it by the Council shall be clearly identified on the delivery note and shall be returnable only at the cost of the Supplier.
- 3.6 Unless otherwise expressly stipulated by the Council in the Contract, Deliveries shall only be accepted by the Council on Business Days and during Normal Working Hours.
- 3.7 Where (i) the Supplier fails to Deliver the Goods or part of the Goods or (ii) the Goods or part of the Goods do not comply with the provisions of Condition 3.1, then without limiting any of its other rights or remedies implied by statute or common law, the Council shall be entitled:
- (a) to terminate the Contract or the Contract as it relates to the Goods in question;
 - (b) request the Supplier, free of charge and within 14 days, to deliver substitute Goods within the timescales specified by the Council;
 - (c) to require the Supplier, free of charge and within 14 days, to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

- (d) to reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and the Council shall be entitled to a full refund within 14 days on those Goods or part of Goods duly returned;
 - (e) to buy the same or similar Goods from another supplier;
 - (f) to recover any expenses incurred in respect of buying the Goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs; and/or
 - (g) to claim damages for any additional costs, loss or expenses incurred by the Council arising from the Supplier's failure to supply Goods in accordance with Condition 3.1.
- 3.8 Without prejudice to any other rights or remedies of the Council, title and risk in the Goods (or such part of them) shall pass to the Council when Delivery of the Goods (or such part of them) is complete (including off-loading and stacking).
- 3.9 The Council shall have the right to cancel the order for the Goods, or any part of the Goods, which have not yet been Delivered to the Council. The cancellation shall be made in writing.
- 3.10 Without prejudice to the generality of the foregoing Condition 3.9, the Council shall pay such price or that part of the price for those Goods that have been Delivered to the Council or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Supplier has purchased to fulfil the order for the Goods and which cannot be used for other orders or be returned to the supplier of those materials for a refund. For the avoidance of doubt the Council shall not be liable for any loss of anticipated profits or any consequential loss.

4. Services

- 4.1 The Supplier shall from the Commencement Date and for the duration of the Contract provide the Services to the Council in accordance with the terms of the Contract.
- 4.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Council.
- 4.3 In providing the Services, the Supplier shall:
- (a) perform them with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (b) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

- (c) ensure that the Services and any Deliverables will conform with all descriptions and specifications set out in the Order, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Council;
- (d) provide all equipment, tools and vehicles and such other items as are required to provide services;
- (e) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used or transferred to the Council, will be free from defects in workmanship, installation and design;
- (f) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- (g) observe all health and safety rules and regulations and any other security requirements that apply at any of the Council's premises; and
- (h) hold all the Council Materials in safe custody at its own risk, maintain the Council Materials in good condition until returned to the Council, and not dispose or use the Council Materials other than in accordance with the Council's written instructions or authorisation.

5. Works

5.1 The Supplier shall:

- (a) carry out Works in a proper and workmanlike manner all applicable law, good industry practice and in a manner that is not likely to cause damage to property or be injurious to people;
- (b) use such materials and/or such quality of materials as shall be specified in the Contract or, where no such specification is made, as shall be in accordance with good industry practice and to the Council's reasonable satisfaction;
- (c) comply with all health & safety requirements in relation to the Works as laid down in applicable law and ensure at all times that the personnel performing the Works have a safe system of work;
- (d) co-operate with the Council and the Council's contractors and agents in the obtaining and sharing of information or the co-ordination and timing of activities in connection with the Works;
- (e) comply with the Council's instructions;
- (f) unless and save as expressly provided for in the Contract or as agreed in writing by the Council, carry out the Works during Normal Working Hours on Business Days.

- 5.2 Throughout the progress of such Works, the site of the Works shall be in the Supplier's control and the Supplier shall keep the site in an orderly state and shall provide and maintain at its own cost all necessary lights, guards, fencing and warning signs for the protection of the works and the safety and convenience of the public.
- 5.3 The Supplier be responsible for the storage, treatment (if any) and disposal of all waste created by or arising out of Works and shall provide the Council, on request, with all information relating to the same. Without prejudice to any other provision in the Contract, the Supplier shall comply with and obtain all permits, consents and licences required under law relating to waste management.
- 5.4 The Supplier will promptly notify practical completion of the Works to the Council and following inspection of the Works by or on behalf of the Council within the Correction Period or (where no Correction Period is stipulated) as soon as practicable, or otherwise within such timescale as is agreed with the Council, at its own expense make good any Defects notified to it by the Council and notify the Council forthwith upon having done so.

6. General

- 6.1 The Supplier shall co-operate with the Council in all matters relating to the Contract or the Supply, including any Delivery, and comply with all the Council's instructions.
- 6.2 At its own expense, the Supplier shall provide the Council with such reports, summaries and other information in relation to the Supply or the Contract and with such frequency or at such intervals as is set out in the Order.
- 6.3 The Contractor shall, when contracting with Cambridge City Council, pay and ensure that its sub-contractors pay at least the Living Wage (as defined by the Living Wage Foundation) to all Personnel who work on Cambridge City Council premises (or land maintained by the Council) for two hours or more on any day of the week for eight or more consecutive weeks and provide evidence of its compliance with such on written request by the Council.
- 6.4 In so far as this Contract involves the Supplier in processing data within the meaning of the Data Protection Legislation , the Supplier shall;
- (a) act only on the instructions of the Council when processing such data
 - (b) shall put in place and maintain appropriate security measures to protect against unauthorised or unlawful processing or accidental loss or destruction of personal data as set out in the Data Protection Legislation and any UK associated guidance
 - (c) not transfer any Personal Data outside of the EU unless the prior written consent of the Council has been obtained

(d) notify the Council immediately if it receives a Data Subject Access Request or any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation.

(d) delete or return (at the discretion of the Council) Personal Data and any copies of it to the Council on termination of the Contract unless the Contractor is required by Law to retain the Personal Data

6.5 The Supplier shall inform the Council of any application for information it receives pursuant to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 within 2 Business Days of receipt and shall promptly assist and cooperate with the Council to enable the Council to comply with its disclosure obligations in respect of such information.

6.6 The Supplier shall adopt a policy to comply with the requirements of the Equality Act 2010 ("the Act") and all statutory provisions subsidiary to that Act and shall take all reasonable steps to eliminate discrimination, harassment, victimisation and any other conduct prohibited by the Act and, further, shall seek to promote equality among its personnel and generally. The Supplier shall set out its equal opportunities policy in instructions to those concerned with recruitment, training or promotion, in documents available to its personnel and recognised trade unions or other representative groups of its personnel and in its advertisements and literature. The Supplier shall take all reasonable steps to ensure that its personnel engaged in the provision of the Supply comply with the requirements of the Act when dealing with Council customers, Council personnel or members of the public.

7. Council's Obligations

7.1 The Council shall provide the Supplier with reasonable access at reasonable times to the Council's premises for the purpose of providing the Supply.

7.2 As soon as practicable, or within such other timescale as may be agreed with the Supplier, following receipt of notification from the Supplier of the practical completion of Works and having due regard to the Correction Period, if any, the Council will inspect the Works and notify the Supplier of any Defects.

8. Charges and Payment

8.1 The price for the Supply:

(a) shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and

(b) shall be inclusive of the costs of packaging, insurance, carriage and delivery of the Goods, unless otherwise agreed in writing by the Council. No extra charges shall be effective unless agreed in writing and signed by the Council.

8.2 In respect of Goods, the Supplier shall invoice the Council on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Council on completion of them. In respect of Works, the Supplier shall invoice the Council once the Works have been notified to the Council as practically completed and any Defects notified by the Council following inspection following practical completion have been made good. Each invoice shall include such supporting information required by the Council to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

8.3 In consideration of the Supply, the Council shall pay each valid invoice, subject to any permissible deductions and together with Value Added Tax at the appropriate rate, within 30 days of receipt.

9. Title and IPR

9.1 In respect of items transferred to the Council as part of the Supply, including without limitation Goods or Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Council, it will have full and unrestricted rights to sell and transfer all such items to the Council.

9.2 The Supplier assigns to the Council, with full title guarantee and free from all third-party rights, all IPR in the products of Services, including for the avoidance of doubt the Deliverables.

9.3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

9.4 The Supplier shall, promptly at the Council's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Council may from time to time require for the purpose of securing for the Council the full benefit of the Contract, including all right, title and interest in and to the IPR assigned to the Council.

9.5 All Council Materials are the exclusive property of the Council.

10. Indemnity and Insurance

10.1 The Supplier shall be liable for and shall indemnify and keep indemnified the Council against all liabilities, actions, damages, costs, losses, claims, expenses, demands and proceedings

whatsoever either arising directly from the breach by the Supplier of any of its obligations under the Contract or which the Supplier ought reasonably to have foreseen as being the probable result of its breach of any of its obligations under the Contract. The liability shall be restricted to the value of the Contract.

10.2 For the duration of the Contract the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Council's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10.3 This clause 10 shall survive termination or expiry of the Contract.

11. Termination

11.1 The Council may terminate this Contract at any time by giving the Supplier not less than one month's notice in writing.

11.2 If the Supplier commits a material breach of any of its obligations under the Contract, the Council may give the Supplier not less than 10 Business Days' notice to remedy the breach. If the breach is not remedied within that time, or if the breach is not capable of remedy, the Council may terminate the Contract by giving the Supplier not less than 10 Business Days' notice in writing.

11.3 The Council may terminate the Contract immediately by giving the Supplier notice in writing if:

(a) the Supplier becomes bankrupt or insolvent, is in circumstances which entitle the Court or a creditor to appoint or have appointed a receiver, manager or administrative receiver, has a provisional liquidator appointed or has a winding-up order made;

(b) the Supplier (or anyone acting on behalf of the Supplier, with or without the Supplier's knowledge) commits any Prohibited Act in connection with the Contract or the Council.

11.4 If the Supplier fails to perform or (in the reasonable opinion of the Council) inadequately performs the Supply by the applicable date, the Council shall, without limiting its other rights or remedies, have one or more of the following rights:

(a) to terminate the Contract with immediate effect by giving written notice to the Supplier;

(b) to refuse to accept any subsequent performance of the Supply which the Supplier attempts to make;

- (c) to recover from the Supplier any costs incurred by the Council in obtaining substitute goods, services and/or works from a third party;
- (d) where the Council has paid for Goods, Services or Works that have not been Delivered, provided, performed or made good by the Supplier, to have such sums refunded within 14 days by the Supplier; and
- (e) to claim damages for any additional costs, loss or expenses incurred by the Council which are in any way attributable to the Supplier's failure to meet such dates.

12. Consequences of Termination

On termination of the Contract or any part of it for any reason:

- 12.1 the Supplier shall immediately deliver to the Council all Deliverables, whether or not then complete, and return all Council Materials. If the Supplier fails to do so, then the Council may without limiting its other rights or remedies enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;
- 12.2 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
- 12.3 Conditions which expressly or by implication have effect after termination shall continue in full force and effect.

13. Dispute Resolution

Any dispute arising out of the Contract shall be referred for resolution first to a Director of the Council and an equivalent director of the Supplier. If the dispute cannot be resolved by those two persons within 10 Business Days of referral, then the dispute shall be referred for resolution to a single expert to be agreed upon by the parties or, in default of agreement within 10 Business Days, to be nominated by the President for the time being of the Institute of Arbitrators. The expert shall specify the manner in which the arguments of both parties are to be put before him and how his costs and expenses in deciding the dispute are to be paid. The decision of the expert shall be final and binding on both parties

14. Miscellaneous

14.1 Force Majeure

- (a) Neither party shall be considered in breach of its obligations under the Contract, or be responsible for any delay in the performance of such obligations, if such

performance is prevented or delayed wholly or in material part as a direct or indirect consequence of a Force Majeure Event.

- (b) If the performance any party's obligations under this Contract is, in the reasonable opinion of that party, delayed or affected by a Force Majeure Event, then that party shall promptly notify the other party in writing, giving details of the Force Majeure Event and, in so far as it can be reasonably ascertained, the anticipated length of delay.
- (c) If the Force Majeure Event shall, or if it is reasonably anticipated at any time that the Force Majeure Event shall, subsist for a period of 30 days or more, then either party may terminate the Contract on written notice to the other.

14.2 Assignment and subcontracting

- (a) The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Council.
- (b) The Council may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

14.3 Notices

Any formal demand, notice or other communication required to be given pursuant to this Contract shall be sufficiently served if sent by recorded delivery post (or equivalent) or facsimile transmission to the relevant address of the party to be served and, if so sent, shall (subject to proof to the contrary) be deemed to have been received by the addressee (in the case of transmission by post) on the second Business Day after the date of posting or (in the case of facsimile transmission) on the first Business Day after confirmed transmission, as the case may be.

14.4 Severance

If any provision of this Contract shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision, all of which shall remain in full force and effect.

14.5 Third parties

A person who is not a party to the Contract shall not have any rights under or in connection with it.

14.6 Variation

Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Council.

14.7 Governing law and jurisdiction

The Contract shall be governed by the laws of England and subject to the exclusive jurisdiction of the Courts of England.

14.8 Survival of the Contract

Insofar as any of the rights and obligations of the parties in the Contract shall or may be exercised after expiry or determination of the Contract, the provisions of the Contract conferring such rights and powers shall survive and remain in full force and effect notwithstanding such expiry or determination.



**South
Cambridgeshire
District Council**



Invitation to Quote
PROJECT BRIEF

Dewatering of the Gravel Seam and Water Features, including Kingfisher Pond, Northstowe

Section 1

PROJECT BRIEF

Dewatering of the Gravel Seam and Water Features, including Kingfisher Pond, Northstowe

Publication date:	(03/06/2020)
Return date & time:	(19/06/2020) no later than (13:00 Hours)
ITQ return address:	Via the electronic tendering portal
Contact Officer	Mike Huntington
Contact Officer Telephone:	(0770 4018477)
Contact Officer E-mail:	(Mike.Huntington@scambs.gov.uk)
Submission requirements:	(1 electronic copy via email to the email above by the end date and time)

Background information

1. South Cambridgeshire District Council (SCDC) provides local government services to the large rural district of South Cambridgeshire, which covers approximately 90,000 hectares, has 102 villages and forms the southernmost part of the county of Cambridgeshire. It is bordered by East Cambridgeshire District Council, Huntingdonshire District Council, North Hertfordshire District Council, Uttlesford District Council and totally surrounds the City of Cambridge. It is well served by a network of main roads that includes the M11, A10, A11, A14, A428, A505 and A603.
2. SCDC has pledged within its business plan to create a cleaner, greener and net zero-carbon future for our communities by 2024.
3. Procurement plays a significant part in the reduction of carbon due to the range of supplies, services and works procured by SCDC each year. SCDC's procurement is focussed towards selecting suppliers that are pursuing carbon reduction to achieve net zero emissions, whilst also actively decarbonising the provision of service services throughout the supply chain.
4. More information on South Cambridgeshire District Council can be found at www.scambs.gov.uk
5. South Cambridgeshire District is part of Greater Cambridge and the London Stansted Cambridge, Peterborough Growth corridor. We have significant developments in scale and complexity currently in the planning system or

coming forward over the next few years. The council is operating as a shared Planning service with Cambridge City Council.

6. Cambridge City Council (CCC) is based in the City of Cambridge, in the east of England, 50 miles north of London. A beautiful place to live and work, Cambridge is an historic University City with high quality architecture and attractive open spaces. It is also a city of national importance, being a world leader in higher education and many 21st century industries – information technology, telecommunications and commercial research, particularly the biotechnology sector. The population of Cambridge is currently 136,900. This is forecast to grow by nearly 13% over the next 11 years.
7. Terms used within this Invitation to Tender (ITT) refers to SCDC, South Cambridgeshire, SCDC Contract Manager. As this specification will form the basis of the contract and SCDC is leading on this procurement exercise on behalf of SCDC and CCC.

Description of services

8. The description of the services that are the subject of this Invitation to Quote can be found in Section 2.

Further contract information

9. This document is to be read in conjunction with the [ITQ Bidding Instructions](#). [Our Terms and Conditions](#).
10. This contract term is for the length of time to complete this assignment.
11. Regular contact with SCDC's contract manager will be required throughout the contract. This may take the form of telephone, face to face or email contact.
12. We will request named contacts from the successful bidder. This will include details of senior managers, providing an escalation route should there be any concerns during the contract period.
13. SCDC will provide payment to the successful company 30 days following successful delivery and from the date of the receipt of an undisputed invoice. Please note sub-contractors working for your firm must be paid within 30 days. SCDC's preferred method of payment is by Bank Automated Clearing System (BACS). Our payments guide can be found at:
<https://www.scambs.gov.uk/business/procurement/contracts-payment-guide/>

Information to include in your response

14. The information that you provide should respond to our Questionnaire in Section 3B. It should let us know how your company intends to provide the services described in the 'Description of Services' section. In particular it should include:
 - Costs
 - how the service will operate and where from;
 - the team that will provide the services and a brief summary of their experience;
 - how you will ensure quality control and delivery on time;
 - contingency plans for unforeseen delays;
 - In order to address climate change and meet our objectives of carbon reduction please provide a policy document or statement confirming how your company is working towards net zero carbon and decarbonisation of your supply chain.
 - Any comments on the terms and conditions (if you are happy to accept please just state this).
 - Insurances
15. The successful company will have a good track record in providing these services and will be able to demonstrate their experience by providing three directly relevant referees (see Section 3C).

Section 2: Description of Services

Dewatering of the Gravel Seam and Water Features, including Kingfisher Pond, Northstowe

Introduction

16. Northstowe is a new town development of about 10,000 dwellings located to the north west of Cambridge, adjacent to the villages of Longstanton and Oakington. The development is predominantly based around the former military base of RAF Oakington. It is split into 3 separate phases. Phase 1 is for approximately 1500 dwellings, Phase 2 for approximately 3500 dwellings and the balance of 5000 dwellings in Phase 3. The engineering works associated with the infrastructure for Phase 1 have been completed, and over 500 dwellings are now occupied, with over 1000 dwellings now having detailed planning permission. The Phase 1 part of the development was previously a golf course and was situated adjacent to the military base.
17. Residents in Longstanton have been expressing concern to both South Cambridgeshire District Council (SCDC) and the developer since 2015 that the water levels in various ponds and wells located on Longstanton's gravel seam were falling. Residents have identified Kingfisher Pond as a particular concern as this was the only water feature located on Northstowe Phase 1.
18. Longstanton residents are concerned about the effect on the ecological value of the water features and have observed that this only seems to have happened since the development began in 2015. They are concerned that works associated with the engineering elements of this phase have affected the aquifer.
19. SCDC seek to commission independent advice from a drainage engineer, to assess whether there are any long terms effects on the aquifer connected with any engineering operations associated with the first phase of the development of the new town, and if this is found to be the case, to advise on any possible solutions to address reductions in water levels in this and any other ponds in the vicinity. It is expected that the engineer will need to speak to various residents and organisations that been involved in discussions since the issue was first raised in 2015.

Background information

20. The plan (illustration 1 and also provided in more detail as appendix 1) below shows where the underlying river gravels and clay are located. Kingfisher Pond is highlighted with the red arrow to the west of the site. The plan also shows where the boreholes that were used to measure and monitor groundwater levels are located.

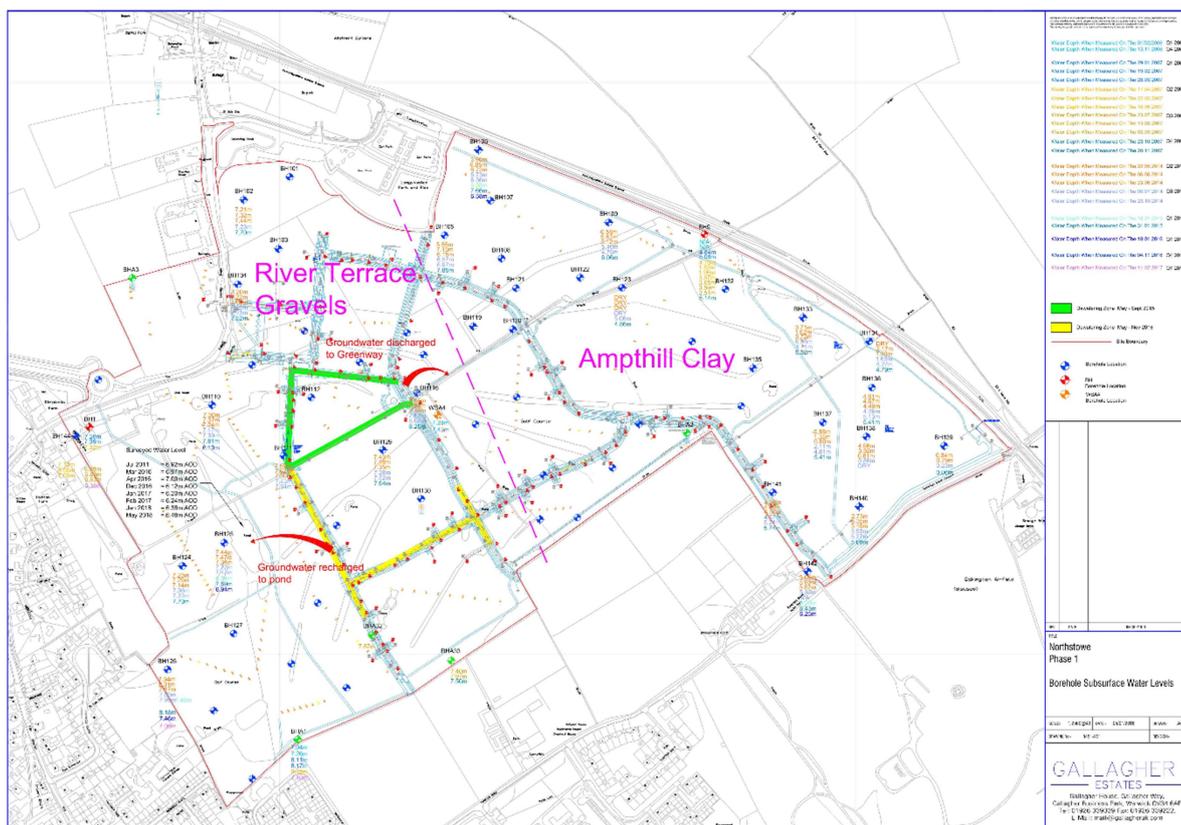


Illustration 1 – Northstowe Phase 1, Location of bore holes

21. When the area surrounding the pond was previously used as a golf course, Kingfisher Pond was apparently never fed by any stream, but seems to have been fed by groundwater. It also appears that the pond was not formed naturally but may have been excavated as an irrigation pond for the original Hatton Farm that was on the site. It is noted that the pond had never run dry in all the years that the area was a farm, not even in 1976. It is not clay lined.
22. As part of the masterplan for the development, some of the land adjacent to the pond has been laid out as sports pitches, and the ground for the pitches has been built up, presumably to help with drainage. The master developer has amended the design of the drainage scheme for the adjacent sports pitch land so that the pond is now being supplied with water draining from those sports pitches. To the south west corner of the pond there is an overflow which

maintains the maximum water level of the pond to allow bird nesting. This overflow has not been required since July 2015, when the pond was last full and when dewatering commenced.

23. The attached PDF composite masterplan shows the location of the pond in relation to the surrounding houses that are either under construction or occupied.
24. When the water level in Kingfisher Pond was low, the new attenuation ponds on Phase 1, adjacent to the Guided Busway, were full.
25. Wardell Armstrong (who are the consultants assessing the water levels for the developer), provided an interim report in July 2017 and promised a final report in April 2018, but this has not been received. It is understood that they have been monitoring the dataloggers that have been put in place to measure water levels.
26. In response to concerns that had been raised by residents in 2015, the developer explained that neither the proposed surface water drainage strategy nor the temporary dewatering that was necessary to allow development to start on Phase 1 would have had a significant impact on the aquifer that is hydraulically connected to the gravel seam. The long-term lack of rainfall and the high soil moisture deficit that is affecting the aquifer levels across the region and had impacted on the winter recharge over that year, would be a more likely reason. This view was supported by SCDC's drainage consultant, Simon Bunn. This evidence has been supported at a much broader level by Environment Agency quarterly groundwater updates, some of which are enclosed within this brief (Illustration 2). The Environment Agency's May 2019 groundwater report shows that the wider region still has well below normal groundwater levels. Although the rain over the winter will have helped it is not considered that this will have changed the situation that much. The Redlands Hall location on the attached map is the most relevant to South Cambridgeshire, and it shows groundwater levels as 'notably low' in the key box.

Objectives of the Study

27. The study has the following primary objectives:
 - To consult members of the community and the Parish Council on their concerns relating to the gravel seam and water features that are located on it
 - To discuss the issue with the SCDC's drainage engineer and the Master Developer
 - To verify the data logging undertaken by the developer's consultant
 - To review and report on the pond's condition

- To comment on the Environment Agency's reporting on groundwater conditions in East Anglia and the implications of this report for the aquifer underneath Northstowe and Longstanton
- To make recommendations regarding the pond, highlighting any potential concerns with the approach taken by the developer when undertaking their engineering and dewatering operations including:
 - Did dewatering and/or ditch excavations contribute to the collapse in water levels?
 - Has part of the aquifer been blocked or has water been diverted into the balancing pond on Phase 1 either directly or through seepage?
 - Did the construction of ditches cut into the gravels allowing the flow of the aquifer to be diverted?
 - Has the importing of a clay layer all over the Phase 1 site prevented rainwater replenishment of the aquifer and therefore exacerbated the problem?

Methodology

28. It is anticipated that the study will include both desk and field-based research. The process of community involvement in this study is viewed as being important in the production of the final report. The consultant should allow for time to discuss this with the community in his / her costs.

Groundwater levels

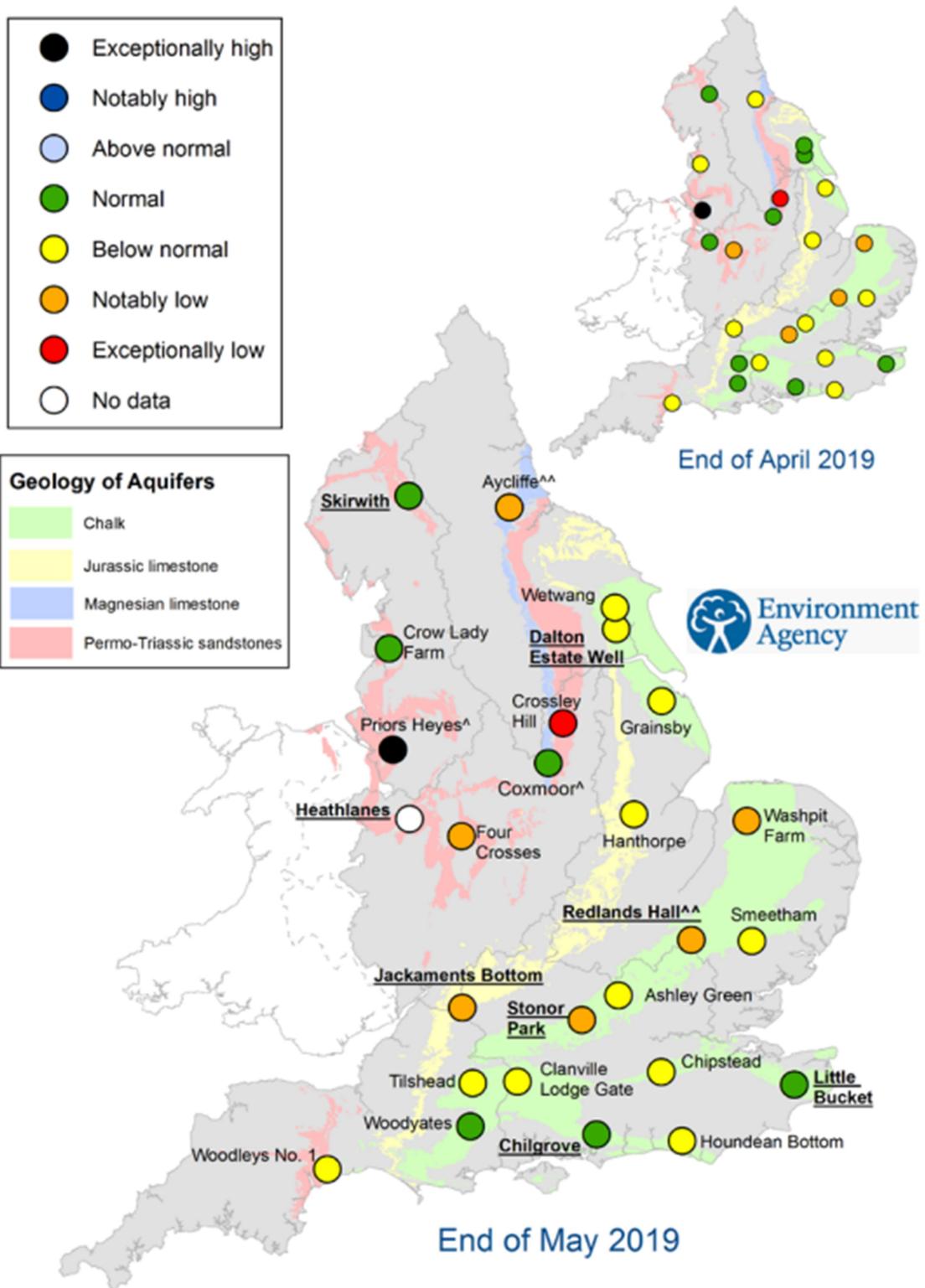


Illustration 2 – Groundwater levels, Environment Agency, 2019

Timetable

29. It is estimated that this work should take three months, with a draft report to be submitted by 30th September, and the final report to be completed by 30th October.

Costs

30. The budget for this study will be in the region of £10,000 inclusive of expenses.

Reporting

31. The nominated officer at SCDC is Mike Huntington (contact details supplied). The consultant is expected to contact the nominated officer at the start of the project and on submission of the draft report. An electronic version of the final report should be supplied at the conclusion of the project.

Proposal to Tender

32. The consultant's proposal to tender for this study should include details of:
- the relevant experience and competency possessed by the consultant and other personnel who will work on the project
 - the methodology to be used in the study
 - full costs and expenses
 - a study timetable

Assessing tenders

33. Tenders will be scored based upon a weighting of 40% on value for money and 60% on technical ability.

Attachments

- Appendix 1 Subsurface water levels
- Appendix 2 Borehole results
- Appendix 3 Email from Simon Bunn (SCDC Drainage Engineer)

Section 3: Questionnaire

PART A

To: South Cambridgeshire District Council, South Cambridgeshire Hall,
Cambourne Business Park, Cambourne, CB23 6EA

Quotation for: PROJECT BRIEF Dewatering of the Gravel Seam and Water
Features, including Kingfisher Pond, Northstowe

I / We the undersigned, having examined the specifications are willing to
execute the

Whole of the work required for £ _____

Explanation of your pricing:

We have calculated our prices based on a “bottom-up” assessment, where we have considered the time required for each task, and then multiplied this by the hourly rates of staff involved. The table below shows our working. We have then allowed some additional costs to cover uncertainty in the time estimates required for each task. Our fee is a fixed fee of £9,800, based on this “bottom-up” approach and allocation of risk.

Note we have not included for costs of any data. It is reasonable to assume that all data will be provided free of charge, and freely available. There is a small possibility that we may need to purchase rainfall data.

Rate (£/hr)	Hours per task		Expenses
	£ 150.00	£ 65.00	
Task			
Consult with members of the community and Parish Council (using web conferencing and phone calls)	4	8	
Identify list of water features		4	
Discuss issues with SCDC staff and Master Developer	4	4	
Verify data logging	1	4	
Visit pond, take photos etc		6	£200
Develop conceptual model (baseline)	4	8	
Produce technical note on baseline	4	8	
Develop conceptual model (post development)	4	8	
Produce technical note on post development	2	8	
Review data (e.g. borehole, rainfall data)	1	6	
Complete assessment of impacts and prepare report	4	16	£200
Total hrs	28	80	
Subtotal £	£ 4,200.00	£5,200.00	£400.00
Total			£9,800.00



Company Name HR Wallingford, Ltd

Company Address Howbery Business Park, Wallingford, Oxfordshire,
OX10 8BA

Company Registration No 02562099

Telephone No

[REDACTED]

[REDACTED]

Main office number 01491 835381

Email Address

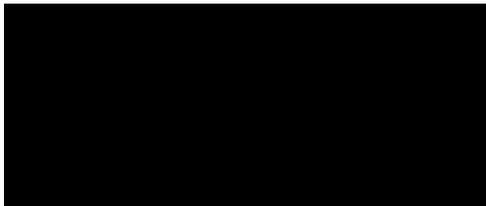
[REDACTED]

Employee Name

[REDACTED]

Date

17 June 2020



PART B: Questions

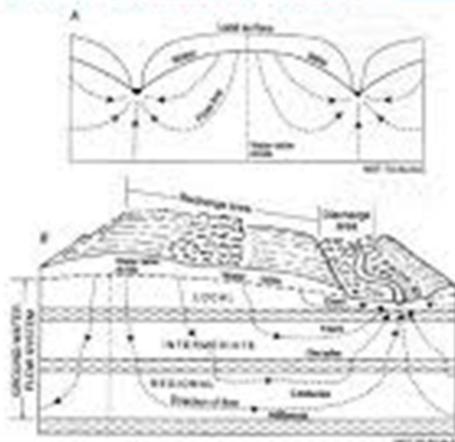
The following items match the award criteria specified in the ITQ Bidding Instructions hyperlinked at the start of this document. A typed attachment is acceptable providing it does not exceed the 2500 word limit. Brochures should not be included in the submission.

Method Statement - Written statements are required	Marks	Score 0-5
	60%	
<p>Please provide a typed response (not exceeding 2500 words) about your organisation's understanding of the brief and your proposals to undertake and complete the services required to meet the requirements of the Invitation to Quote.</p> <h3>Our overall approach</h3> <p>It is very difficult to determine the impacts of the housing development without understanding the physical processes which occurred before the development took place and those which occur now. "Simply" looking at the data (e.g. groundwater levels in boreholes) does not provide a robust approach. For this reason we propose the project is undertaken by expert hydrologists and hydrogeologists who can assess the physical processes which fed the Kingfisher Pond and then confirm if and how they have changed as a result of the development. The approach will be independent. We propose that the work is undertaken taking into account guidance for expert witnesses (e.g. CPR-P35) https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part35. This ensures trust in the project team and the results of the assessment.</p> <p>In order to address the question "have the water levels in the gravels and ponds been affected by the housing development?" we need to understand how the system (by that we mean how the hydrogeology and hydrology) operated before the housing development began and then consider what impacts the development may have had (in particular on Kingfisher Pond). In short, the approach to the project needs to be based on good science, undertaken by independent experts who can not only review the data, but really understands what changes might have occurred to the physical processes.</p> <h3>Conceptual Modelling</h3> <p>The first phase of any project like this needs to consider the situation before the development took place. We refer to this as "developing a conceptual model". This understanding of the system will help our team of two hydrogeologists and hydrologists (see below) understand how the ponds operated (for instance how they were fed, how they drained and their connectivity with the gravels and other formations). It will also consider the geology of the area, including the relationship between the gravel and the clay. This is</p>		

Method Statement - Written statements are required	Marks	Score 0-5
<p>exactly the same as a recent legal case which was settled in the High Court, where our project team reviewed old maps and reports, spoke to residents, and undertook research with the Environment Agency and British Geological Survey to get a real understanding of the system.</p> <p>We will draw up a list of residents whom we should contact. We assume that the Parish Council has a list of people and their contact details that they can supply to us.</p> <p>We will speak to these stakeholders (we suggest during the current coronavirus lockdown doing this using web conferencing tools like Microsoft Teams so that people can show us maps and other evidence as well as discuss information) but if that is not possible we will telephone them. We will also review data from the British Geological Survey, Environment Agency, plus other information such as local rainfall data and groundwater levels. With stakeholders we will develop a full list of the water features (ponds, boreholes, ditches etc) in the area. This will ensure that stakeholders are “bought into” our method and later our assessment.</p> <p>We need to be really clear on what groundwater levels we are reviewing, and in particular differentiate between groundwater levels in the chalk (including those in the EA drought reports) and those in the gravel deposits. We will review all the groundwater level data to make sure we understand if groundwater levels are perched or impacted by confining layers of low permeability material (such as the Ampthill Clay). We will try to identify any historic water quality data from the ponds.</p> <p>We will also speak with SCDC staff and the developer (again via Microsoft Teams so that documents and screens can be shared) to understand the timeline of the development, and review when residents began to comment on changes in the hydrology. We will visit the pond, take photographs and (if appropriate) water quality samples. If we need to, and if lockdown allows, we can meet with any stakeholders we have not managed to contact so far, or those who want to show us something which they feel is important to the assessment. We will seek historic photos and other evidence to see if we can identify changes in the condition of the pond.</p> <p>Once our conceptual modelling is complete we will produce a technical note (our first deliverable), which sets out, clearly and concisely, what the hydrogeology and hydrology was before the development. We will share this information with stakeholders (e.g. residents of Longstanton, SCDC and the developer), and give them opportunity to comment on our findings. An example conceptual model is shown below.</p>		

Method Statement - Written statements are required	Marks	Score 0-5
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Conceptual Model of Groundwater Flow and Stream-Aquifer Interaction



Only when we are sure we have a conceptual model can we start to understand the impacts of the development.

Assessment

Once the conceptual model is completed we will then assess if there are impacts from the housing development on the hydrogeology and hydrology of the area. We will consider if there is evidence that processes such as flow regimes, infiltration rates or evaporation may have changed as a result of the development. We will develop a second conceptual model, to determine the current hydrogeology and hydrology, and if it has changed as a result of the development.

We will review the evidence available to us, such as recent groundwater levels, pond levels and anecdotal evidence. We will also review if there are other potential causes for changes in the pond levels (e.g. other abstractors in the area). We will see if the evidence supports our conceptual model. We will look at data from January and February 2020, when there was considerable rainfall, to see if groundwater levels recovered.

Once our assessment is complete we will present a second conceptual model to stakeholders setting out what we believe the current processes are. This will be our second deliverable.

Conclusions and Recommendations

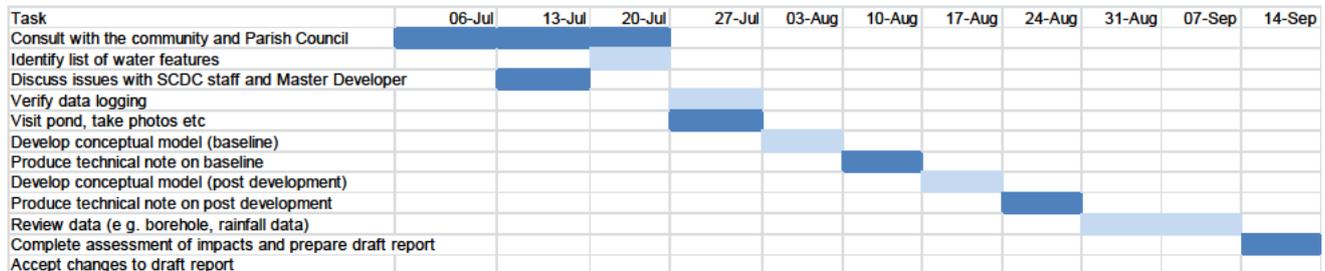
On completion of our assessment we will produce a draft report. We will assess if the Kingfisher Pond has been affected, and aim to quantify the impact. We will also answer the specific question set out in paragraph 27 of the ItQ.

We will produce a draft report for comment, and address one round of comments. If necessary we will provide a non-technical summary of our findings. These will be our final deliverables.

Method Statement - Written statements are required	Marks	Score 0-5
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Programme

The Gantt chart shows our proposed timetable. We propose to complete the work by the middle of September.



Please confirm how you will meet the requirements set out in the brief in particular:

How the service will operate and where from;

The work will be undertaken by staff based at our Head Office in Wallingford, Oxfordshire. Our office supports around 200 staff. Currently it is mainly closed (due to coronavirus) with staff (mostly) working from home. [REDACTED]

[REDACTED] All our staff have laptops to access to our central servers, and remote login to all our corporate systems. We have GIS systems and other tools to help us present the findings of our assessment. Given our high quality IT systems our ability to work has been barely affected by coronavirus.

The team that will provide the services and a brief summary of their experience;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Method Statement - Written statements are required	Marks	Score 0-5
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█ [REDACTED]

█ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

How you will ensure quality control and delivery on time;

HR Wallingford maintains a quality management system (QMS) consistent with ISO 9001. Copies of our systems are available on our website <http://www.hrwallingford.com/about/compliance>. Our QMS system is independently audited.

We work on some critical infrastructure (e.g. reservoirs, nuclear power stations, ports and airports) and our systems need to ensure that the quality of our work is of the highest order. We have a “check, review, authorise” system, where all work (e.g. calculations, reports and maps) are reviewed by someone other than the originator.

We are currently busy, however we maintain a register of our resources, and we can confirm that we have the capacity to complete this project. Nevertheless we recognise that unforeseen events happen (including the current risks of coronavirus).

Contingency plans for unforeseen delays;

We recognise that unforeseen events happen (including the current risks of coronavirus). We have 70 people in our floods and water team who can replace [REDACTED] if they are not available to the project. For instance [REDACTED] is our Senior Hydrogeologist and would replace [REDACTED] is one of our scientists, and would replace [REDACTED]

As set out earlier, we have robust IT systems in place as well as a range of contingency plans, which mean that in the event of increased impacts of coronavirus or other unforeseen events (e.g. flooding, power outages) we can continue to work effectively.

[REDACTED] in particular is experienced in completing projects on time. We have a range of tools available to help with this project, such as a range of videoconferencing tools to discuss the key matters with stakeholders. In the event of unforeseen delays we can use some of our other 250 staff to help complete the project, for instance analysing data or producing maps.

We understand however that the residents want to get clarity over this matter quickly. We propose therefore to start the project immediately, and aim to complete it well within the programme set out in the ItQ (see our Gantt Chart). This means that if there is slippage later

Method Statement - Written statements are required	Marks	Score 0-5
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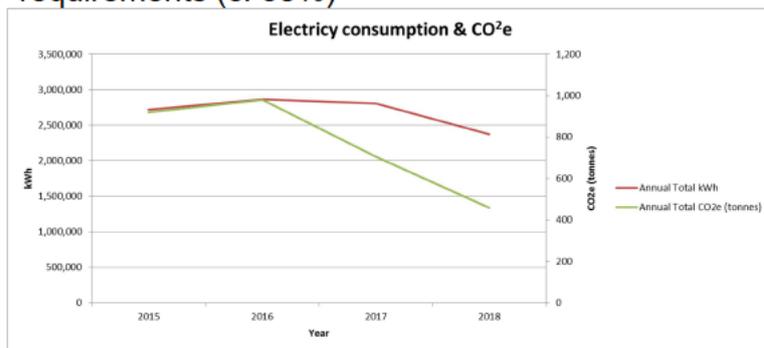
on we can meet the original deadlines.

In order to address climate change and meet our objectives of carbon reduction please provide a policy document or statement confirming how your company is working towards net zero carbon and decarbonisation of your supply chain.

A copy of our environmental policy is here http://www.hrwallingford.com/pdf-documents/PO-003_Environmental-R7-0.pdf

HR Wallingford shares its site with the Environment Agency, and we are working together to reduce carbon emissions (and other environmental impacts) across our site. For instance:

- Our buildings are modern and energy efficient, using heat pumps rather than more energy-intensive types of heating and air conditioning
- We re-use water from in our modelling hall, reducing the amount of power used to pump water
- We have a solar park on the farm, meeting a large proportion of our energy requirements (c. 30%)



- We monitor our energy and greenhouse gas emissions, and have halved our CO₂ emissions since 2016.
- We have set up a new team (March 2020) looking at how we can reduce our carbon emissions further to become carbon neutral.

Any comments on the terms and conditions (if you are happy to accept please just state this).

The table below sets out the changes we would request to the T&Cs provided.

No.	Clause/article No.	HR Wallingford exceptions/clarifications
1.	2.1	"Force Majeure Event"; please add "pandemic including coronavirus" to the list
2.	3 and 5	Note that neither are considered relevant to this contract please
3.	4.3	In a) and e) please remove "best" where this appears in these clauses and replace with "good" to ensure that the duty of care is within the insurance cover that we hold In c) delete the end of the clause starting with "and that the Deliverables..." line 2. We are not insured for fit for purpose warranties
4.	6.1	Line 2 add "reasonable and relevant" before "instructions"
5.	7.1	Access will be required for site visits to the pond please

Method Statement - Written statements are required		Marks	Score 0-5
6.	9.4	Line 1 add "cost and" before "request"	
7.	10.1	<p>We do not provide contractual liability on an indemnity basis</p> <p>Please amend to read "The Supplier shall be liable to the Council for liabilities damages costs losses and expenses which arise directly from the breach by the Supplier of its obligations under the Contract"</p> <p>We also do not consider the liability cap wording to be adequate. Please can this be amended as follows "To the full extent permitted by law the total aggregate liability of the Supplier whether in tort contract strict liability or howsoever otherwise arising under the Contract shall be limited to the contract price excluding VAT"</p>	
8.	11.4	Reword e) as follows "to claim damages for additional costs loss or expenses that arise directly from the Suppliers failure to meet such dates provided that the Supplier's liability for delay shall not exceed 10% of the contract price excluding VAT"	
9.	12.1	<p>Line 1 add "(but without liability to the Supplier for any Deliverable which is in a state of partial completion)" after "Deliverables"</p> <p>Line 3 add "on written notice" after "premises"</p>	
10.	12.2	Add at the end "but will be subject to the total aggregate liability detailed in clause 10.1"	

Insurances

HR Wallingford maintains insurances that meet the requirements of the T&Cs. Extracts from certificates are shown below.

TYPE OF INSURANCE	Professional Indemnity Insurance
INSURER:	Beazley Group
POLICY NUMBER:	B0460431551692020
PERIOD OF INSURANCE:	1 st April 2020 to 31 st March 2021
LOSS LIMIT:	GBP 1,000,000 any one claim excluding costs, but in the aggregate including costs plus one reinstatement in respect of claims brought in USA and or Canada
DEDUCTIBLES:	GBP 125,000 each and every claim

Method Statement - Written statements are required	Marks	Score 0-5
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Public and Products Liability

INSURER Travelers Insurance Company Limited
POLICY NUMBER UC TSR 5588210
LIMIT OF LIABILITY GBP10,000,000 any one occurrence and in aggregate in respect of Products Liability
EXCESS GBP2,500 any one occurrence for third party property damage USD10,000 in respect of USA
EXTENSIONS Indemnity to Principals
PERIOD OF INSURANCE 31 March 2020 to 30 March 2021

CONFIRMATION OF INSURANCE – HR Wallingford Group Limited, HR Wallingford Ltd and subsidiary companies

As requested by the above client, we are writing to confirm that we act as Insurance Brokers to the client and that we have arranged insurance(s) on its behalf as detailed below:

Employers Liability

INSURER Travelers Insurance Company Limited
POLICY NUMBER UC TSR 5588210
LIMIT OF LIABILITY GBP10,000,000 any one occurrence
EXTENSIONS Indemnity to Principals
PERIOD OF INSURANCE 31 March 2020 to 30 March 2021

Excess Employers Liability

INSURER Chubb European Group Limited
POLICY NUMBER UKCASC97897
LIMIT OF LIABILITY GBP10,000,000 any one occurrence
PERIOD OF INSURANCE 31 March 2020 to 30 March 2021

Note the Councils will check 3 references and assess based on the feedback provided by previous clients. Please provide a minimum of 3 references. These will be assessed on a pass or fail nature on the actual feedback from the referee as well as how comparable the services provided to the referee are to the brief.

Pass/
Fail Only

Purchase Order

Order Number : PO010658

*To be quoted on ALL documents pertaining to this order.
Please note invoices without a valid purchase order will
be held in dispute*

To The Supplier

HR Wallingford Ltd
Howbery Park
Wallingford
Oxfordshire
OX10 8BA

Date Issued : 27/07/2020

SCDC Contact

@greatercambridgeplanning.org

Supplier Number: 303138.00

Date Required: 03/08/2020

Deliver To

OH-AOUNTANCY SERVICES/FINANCE
South Cambridgeshire District Council
Cambourne
Cambridgeshire
CB23 6EA

Please Send Invoice To Contact Above

Delivery Instructions

Please do not hasten submitted invoices until 30 days after the invoice date. We will refuse to check any invoice that has not passed its due date.

Description	Reference Number	Quantity	Unit Price	UOM	Total Cost
Independent drainage advice in relation to Kingfisher Pond at Northstowe Phase1		1	£10,000.00	EACH	£10,000.00

A copy of our standard terms and conditions which are the Council's basis for accepting your offer can be found at;

<https://www.scamsb.gov.uk/media/13246/po-goods-services-works-2018.pdf>

Total	£10,000.00
This Order has been raised in UK Sterling	

SOUTH CAMBRIDGESHIRE DISTRICT
COUNCIL
OH-AOUNTANCY SERVICES/FINANCE
CAMBOURNE
CAMBRIDGESHIRE
CB23 6EA

Invoice/Taxpoint Date
03/09/2021

VAT Registration No : GB 570 0397 52

Tax Identification Code:

Your Ref:	Our Ref:	Job No.	Account
	RSOU22	FW M8714/ZZ	

Net Price	VAT Code	Rate	VAT Amount
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KINGFISHER POND NORTHSTOWE HYDROGEOLOGY ASSESSMENT

Order number: PO010658

Our ref.: P21502

Contact: Mike Huntington

Final invoice	10,000.00	SS1	20%	2,000.00
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GBP equivalent of the VAT Amount	2,000.00	Totals in : GBP	Net	10,000.00
			VAT	2,000.00
			Total Due	12,000.00

Please make cheques payable to:

HR Wallingford Limited and crossed "A/C Payee only - not negotiable"

Terms of payment 30 days net unless otherwise stated

Bank details

[REDACTED BANK DETAILS]

Address and registered office

HR Wallingford Ltd, Howbery Park, Wallingford, Oxfordshire, OX10 8BA, United Kingdom
tel +44 (0)1491 835381 fax +44 (0)1491832233 www.hrwallingford.com

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