

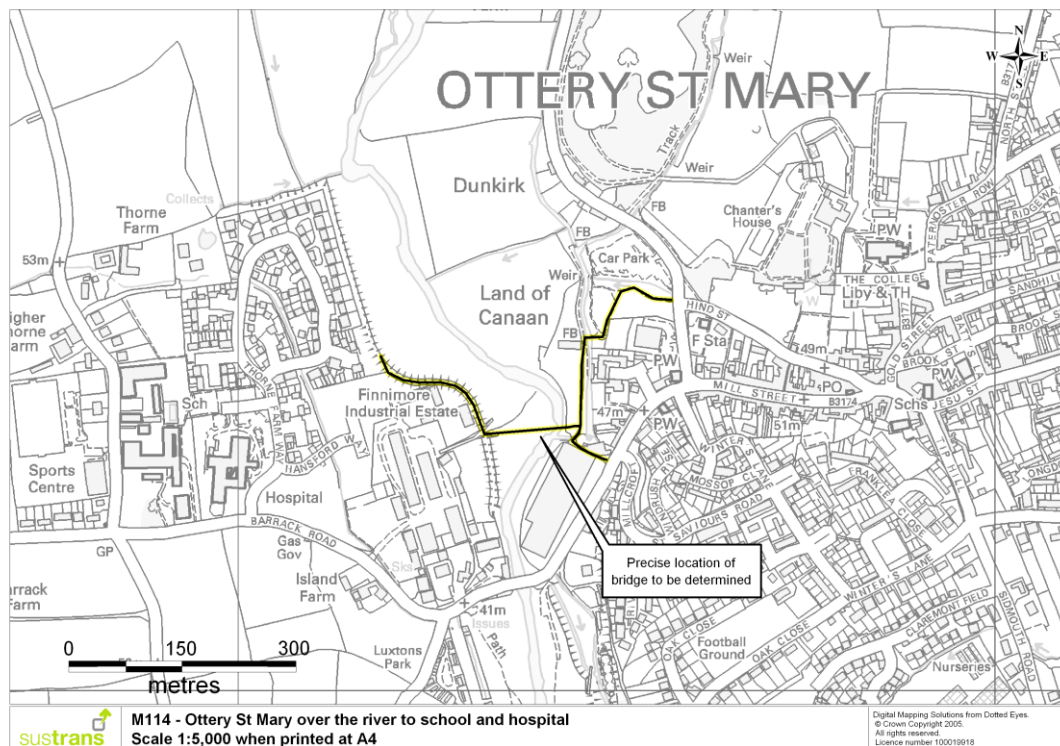
# Project Brief: Expression of Interest

## Cycle and footbridge over the River Otter at Ottery St Mary, East Devon

### 1. Introduction

1.1 East Devon District Council (EDDC) wishes to appoint a Consulting Engineer (the Consultant) to act as Project Manager for the delivery of the following Scheme over the next two years. The Consultant will be required to complete the range of tasks identified within this document and to deliver the Scheme ready for public use within an agreed timescale and budget.

1.2 A new public cycle/footbridge is planned to cross the River Otter in Ottery St Mary, Devon, UK. This bridge is to be sited upstream (north) of the existing main road bridge and will be for pedestrians and cyclists only. It will be connected by existing and new paths to the town centre of Ottery St Mary, a short distance to the east of the river, and to the nearby secondary school, hospital, industrial estate and housing to the west. The bridge is the main component of the project as it will need to span the river and its active floodplain, joining directly to the flood defences on both sides, a distance of approximately 100 m. The bridge and its connecting paths as far as the public roads on each side (as shown below) comprise the Scheme.



1.3 East Devon District Council (EDDC) is acting as the lead authority and Client on behalf of five funding partners. The five partners are East Devon District Council, Devon County Council, Ottery St Mary Town Council, the Environment Agency and Sustrans. Representatives of each partner form the Project Management Group.

## **2. Background**

2.1 The bridge is a requirement of the planning permission for the Thorne Park housing development to the west of the proposed bridge site, in order to provide a sustainable safe traffic-free route from there to the town centre. It is also to provide a safe and attractive route to the school and the hospital from the town. A developer contribution to the cost of the scheme is held by EDDC, which has also agreed to provide additional funding.

2.2 The Environment Agency (EA) has built a river flood defence scheme along both sides of the River Otter through Ottery St Mary. The EA supports the construction of a safe cycle and footbridge over the river at this location provided it does not adversely influence the flood defence scheme in any way. Over the floodplain the underside of the bridge must be at least 600 mm above the flood defence level. The EA has agreed to part-fund the Scheme and to allow the new connecting path on the west side to be built on the flood bank.

2.3 Ottery St Mary Town Council (OSMTC) supports the Scheme and has purchased land on the west side of the river and given permission for the bridge to cross this land. Devon County Council (DCC), as highways authority, has also agreed to provide funding towards the scheme and assist with adjacent works on highway.

2.4 Sustrans (the sustainable transport charity) is providing approximately half the total funding for the Scheme from two sources. The Connect2 project is providing funds from the BIG Lottery. Connect2 seeks to increase levels of walking and cycling, by constructing paths that connect communities in the period 2008-13 and to measure that change over a five-year period. It also seeks to involve communities in planning and delivering schemes that enable people to choose to travel in ways that benefit their health and environment, and to identify and take opportunities to integrate Connect2 with other successful sustainable transport projects and initiatives.

2.5 Sustrans has also allocated substantial support under its Links to Schools programme with funding from the UK government via Cycling England, for the period 2009-11.

2.6 Based on an initial feasibility report the overall budget for the Scheme should be up to £700,000 including all the Consultant's fees and construction contingencies. Funding has been earmarked by the partners up to this level.

- 2.7 The bridge over the River Otter and its adjacent floodplain will be 90 - 120 m long with a 3 m wide deck, situated approximately 200 m upstream from the existing road bridge. A new 3 m wide path will be built along the flood bank to join the road and footway in the Thorne Park housing estate, a distance of about 200 m. To the east the bridge will be connected to the adjacent roads via existing paths, which may need to be widened in places (see map in 1.2).
- 2.8 The River Otter in Ottery St Mary is prone to rapid and substantial increases in discharge and occasional flooding of its floodplain after wet weather. The parts of the construction site between the flood defences will be a high flood risk working environment.
- 2.9 On the east side of the river, on the site of a former factory, the landowner has a planning application pending for a substantial supermarket development. The access arrangements at the eastern end of the bridge will need to be negotiated with the landowner taking account of their proposals, when known in more detail.
- 2.10 The timescale for the construction of the Scheme will be a maximum of two years from the appointment of the Consultant in late 2009 to opening to the public in late 2011.

### **3. Role of Consultant**

- 3.1 The Consultant will manage all aspects of the delivery of the Scheme for the Client (EDDC), including land negotiations and permissions, within the overall budget of up to £700,000 and to the 2-year programme.
- 3.2 The Consultant will be appointed by EDDC under the Terms of an ACE (Association of Consulting Engineers) Short Form Agreement 2002.
- 3.3 The work will be managed in stages, as follows, as set out in Section C, Schedule of Services, of the ACE Agreement:
- Appraisal
  - Strategic Briefing
  - Outline Proposals
  - Detailed Proposals
  - Final Proposals
  - Production Information
  - Tender Documentation and Tender Action
  - Mobilisation, Construction and Completion

The key date for completion shall be 24 months from the appointment of the Consultant. There will be a further 12 months maintenance period after completion that the Consultant should supervise.

- 3.4 There may be Additional Services to be performed by the Consultant, or by other specialists at the request of and under the supervision of the Consultant and by agreement with EDDC. These will include obtaining all permissions and consents for the Scheme to be achieved. The key date for obtaining landowner agreements, planning permission and all EA consents should be six months after appointment of the Consultant.
- 3.5 The Consultant will draw up a programme of works according to the stages above to achieve the key dates and completion deadline.
- 3.6 All construction work by Contractors appointed by the Consultant will be carried out in accordance with the appropriate conditions of contract specified in NEC3 including the provision of a Construction (Design and Management) Coordinator under the CDM Regulations 2007.
- 3.7 The Consultant will fulfil the requirements of the Official Journal of the European Union (OJEU) with regard to procurement of goods and services relevant to the overall value of the Scheme.
- 3.8 At all times the Consultant will work according to EDDC's Standing Orders and Financial Regulations and also meet the financial and legal requirements of the agreements between EDDC and each of the other funding partners.
- 3.9 The work carried out under this contract will be steered and monitored by the Funders Project Management Group (FPMG) acting on behalf of the core funders of the project. EDDC is acting as the accountable body on behalf of the funding bodies for the delivery of this work and the responsible body for the contract. To meet EDDC's procurement guidelines and for the purposes of ensuring financial accountability there will be a member of EDDC staff who will act as Contract Co-ordinator. The FPMG will help support the development of the contract through quarterly meetings where the Consultant will be required to report on progress and issues. The FPMG is not a formally constituted body and therefore cannot either let or be liable for contracts that are commissioned but it has the authority to approve expenditure and help steer the project on behalf of the partner organisations.
- 3.10 All materials and reports arising from this contract will be the copyright of the East Devon District Council and all the other joint funding partners. These will be made available without restriction to any successor organisation who may take forward the project.

#### **4. Tender**

- 4.1 Suitable consultants who express interest in response to this letter will be invited to tender. At that stage the Consultant's quotation should contain:

- Evidence of competence through examples of past experience with projects of this type and CVs of key staff
- a breakdown of costs
- confirmation that the project can be completed on time and to budget
- confirmation of what will be provided within the budget costs
- insurance cover
- rates for time charges
- overall fixed price sum not including VAT
- VAT charges shown separately
- Confirmation that the tender content, price or any other figure or particulars concerning the tender have not been disclosed to any other party (except where such a disclosure is made in confidence for a necessary purpose).

It is anticipated that the Consultant's fees will be around 10% of the total project cost. Payment will be made by EDDC quarterly within the delivery of the project and a final payment on the successful completion of the project.

4.2 The selection of the Consultant by EDDC and its funding partners will be based on the quality of submission, the experience and capability of the named staff to undertake the work, meeting the budgetary requirements for the project and the timescales indicated. The Council is not bound to accept the lowest or any quote it may receive.

4.3 The selection process may include an interview.

Please return your expression of interest to:

**Charlie Plowden**  
**Countryside Manager**  
**East Devon District Council**  
**The Knowle**  
**Sidmouth**  
**Devon EX10 8HL**

**By 14<sup>th</sup> September 2009.**