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LONDON BOROUGH OF LAMBETH

A PERFORMANCE SPECIFICATION FOR IMPROVEMENT WORKS TO THREE NETBALL COURTS AND ONE BASKETBALL COURT AT THE SPORTS ZONE, ROOKERY ROAD, CLAPHAM COMMON.

08 JUNE 2016

TGMS0292.5

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1. PART I: JCT 2011 MINOR WORKS BUILDING CONTRACT WITH CONTRACTOR'S DESIGN - PRELIMINARIES SUMMARY

1.1 PROJECT PARTICULARS

1.1.1 The Project

- Name: Refurbishment of 3 netball courts and 1 basketball court in Clapham Common
- Nature: Outdoor court refurbishment
- Location: Clapham Common Sports Zone, Rookery Road, Clapham Common, SW4 9QN
- Length of contract: 10 -12 Weeks + initial agronomic maintenance

1.1.2 Employer (Client)

- Name: Mayor and Burgesses of the London Borough of Lambeth
- Address: 4th Floor, Blue Star House, 234-244 Stockwell Road, London, SW9 9SP
- Contact: Theresa Greene
- Telephone: 020 7926 9796
- Email: TGreene@lambeth.gov.uk

1.1.3 Principal Contractor (CDM)

- Name: TBC
- Address:
- Contact:
- Telephone:
- E-mail:

1.1.4 Architect / Contract Administrator

- Name: TGMS Ltd
- Address: 4 Doolittle Mill, Froghall Road, Ampthill, Bedfordshire, MK45 2ND
- Contact: Dr Richard Earl
- Telephone: 01525 307060
- Email: richard.earl@tgms.co.uk

1.1.5 CDM Administrator

- Name: TGMS Ltd
- Address: 4 Doolittle Mill, Froghall Road, Ampthill, Bedfordshire, MK45 2ND
- Contact: Dr Richard Earl
- Telephone: 01525 307060
- Email: richard.earl@tgms.co.uk

1.2 FORM OF CONTRACT

The form of contract will be the Joint Contracts Tribunal Ltd Minor Works Building Contract 2011 Edition with Contractor's Design incorporating all current published amendments.

The Clauses are scheduled within this document but the Contractor must inspect the draft form for the full details of these Clauses and is to allow such sum/s as may deem necessary for carrying out the obligations and services required by the Contract.

All information contained within this document is subject to the conditions of the above stated contract.

1.3 THE RECITALS

1.3.1 First Recital

The work comprises refurbishment of a block of four hard courts in Clapham Common.

1.3.2 Second Recital

The Works include the design and refurbishment of three netball courts and one basketball court (the Contractor's Designed Portion).

1.3.3 Third Recital

The Employer has had the following documents prepared which show and describe the work to be done:

TGMS0292.5 Clapham Common MUGA Performance Specification 17 06 16

TGMS0292.5-2 Proposed MUGA layout – Rev10

TGMS0292.5-3 Proposed and existing levels – Rev1

1.4 THE ARTICLES

Article 2: Contract Sum: **TBC**

Article 7: Is dispute resolution to be by arbitration? **Yes**

Article 9: This Agreement and the Conditions shall have effect as modified by the amendments set out in the attached Amendment 1: CDM Regulations (N.B. to be attached to the Contract)

1.5 CONTRACT PARTICULARS

Fifth Recital & Clause 4.2

The Employer **is not** a 'contractor' for the purposes of CIS.

Fifth Recital and Schedule 2

- Base Date: **10 days before tender return date**

Sixth Recital

- CDM Regulations: **the project is not notifiable**

Section 2.3

- Date for Commencement of the Works: **TBC**
- Date for Completion: **TBC**

Section 2.9

- Liquidated damages: **£50 per day or part thereof**

Defects

- Rectification period: **12 months from date of practical completion.**

Date of Interim payments

- **30 days** from start date.

Section 4.3 Interim payments

- **95%** of total work value etc up to practical completion.
- Percentage of the total amount to be paid to the contractor on or after practical completion: **97.5%**

Section 4.8 Final certificate and final payment

- Supply of documentation for computation of amount to be finally certified: **3 months**

Section 5.3.2 Contractor's insurance of his liability

- Contractor's insurance: injury to persons or property – insurance cover (for any one occurrence or series of occurrences arising out of one event): **£1 million**

Sections 7.2 Settlement of Disputes – Adjudication

- The Adjudicator is: **Chartered Institute of Arbitrators**
- Nominating body: **Chartered Institute of Arbitrators**
- Appointor of Arbitrator (and of any replacement): **President or a Vice-President of the Royal Institute of British Architects.**

Attestation

- Method of execution: **As under hand**

1.6 OTHER INFORMATION

Working and delivery hours

Monday to Friday 08:00 to 18:00.
Saturday 08:00 to 13:00.

Indicative programme

Tenderer to provide outline programme with their tender submission indicating proposed start date, duration of works and anticipated date of Practical Completion and when the facility will be available for use.

Quality control

- The contractor is to supply the Employer's Agent with samples when requested to do so. These should be provided promptly and if reasonable doubt exists as to the suitability of the product, the contract may be stopped to allow adequate time for testing. Any delay due to the supply of unsuitable materials will be totally the responsibility of the contractor.
- The cost of testing unsatisfactory materials is to be borne by the contractor and the cost of any retesting will also be his responsibility.
- Any abortive visits when pre-arranged by the consultant or test house are to be paid for by the contractor by means of a deduction from his payment.
- Any failure of materials, workmanship or standards is to be rectified promptly and will not be accepted as a legitimate reason for an extension of time.
- If at any time during the final performance testing, the pitch fails to meet the requirements, the consultant will immediately inform the contractor in writing. The contractor will be required to put his rectification proposals in writing to the consultant within five working days. The contractor is to bear the cost of the remedial work and any re-testing.

Waste management

Tenders to provide a statement outlining proposed waste management arrangements.

Site visit

The Contractor is advised to visit the site and satisfy themselves as to the local conditions, including existing debris on site, accessibility of the site, limitations of working space, existing ground conditions, implications of temporary works and their subsequent reinstatement, the full extent and character of the site and operations affecting labour, materials and plant - as no claim arising from their failure to do so will be considered.

Clarification of items

In the event that the tenderer is unclear as to the intention or exact meaning of any particular item contained within any of the documents which comprise the Tender Documents they should contact the Project Manager and obtain clarification prior to submitting their tender. No claim arising from failure to do so will be considered.

1.7 FORM OF TENDER

PROJECT TITLE: **Improvement works to three netball courts and one basketball court at the Sports Zone, Rookery Road, Clapham Common.**

We (Tenderer's name to be entered) hereby tender and undertake to perform the whole of the works/services required in and associated with the Project for **Mayor and Burgesses of the London Borough of Lambeth** according to the Specification, Work Schedules, Preliminaries and Drawings examined by us for the firm price sum of:

.....(pounds)

.....(pence)

(£ : p) excluding VAT.

Further we are prepared, when called upon to do so, to enter into and sign a contract, the full terms of which we have read, for the due and proper completion of the works/services.

We understand that we are tendering at our own expense and that the Client is not bound to accept the lowest or any tender.

We declare that we are not party to any scheme or agreement under which:

- we inform any other person the amount of our tender; and/or
- we have fixed the amount of any tender in accordance with a price fixing arrangement.

We accept that the Client is entitled to cancel the contract and to recover from us the amount of any loss resulting from such cancellation if it is discovered that there has been any corrupt or fraudulent act or omission by us which in any way induced the Client to enter into the contract.

We declare that all goods materials and workmanship will meet the appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution or equivalent European standard current at the date of the contract.

We undertake in respect of all persons employed by us or with whom we sub-contract to comply with the Disability Discrimination Act 1995 and the Commission for Racial Equality's Code of Practice issued under the Race Relations Act 1976 aimed at eliminating discrimination and promoting equality of opportunity.

We undertake not to transfer, assign, or sub-let any portion of the contract nor create any lien or charge on premises, goods or equipment connected with or forming part of the contract, without the written consent of the Client or its duly authorised officer.

We agree that if, before acceptance of this tender, an error in computation of the tender is detected in the priced document submitted by us we will be given details of the error and the opportunity of confirming the total tender sum or withdrawing the tender.

We agree that the insertion by us of any qualifications to this tender or any unauthorised alterations to any of the tender documents will not affect the original text but will cause the tender to be liable to rejection.

We agree that this tender will remain open for acceptance by the Client and will not be withdrawn by us for a period of 90 days from the last date fixed for the receipt of tenders or any notified extension thereof.

We certify that this is a bona fide tender.

Tenderer's Name

.....

Address

.....

.....

.....

Telephone

.....

Facsimile

.....

Signature*

.....

Name

.....

Date

.....

Witness

.....

Name

.....

Date

.....

* Where the Tenderer is an incorporated association the Company Secretary or a duly authorised Director should sign. In the case of a partnership a Partner should sign. In the case of an individual the Proprietor should sign.

2. INTRODUCTION AND SITE INFORMATION

London Borough of Lambeth wishes to refurbish three disused netball courts and a basketball court at the Sports Zone, Rookery Road, Clapham Common. The improvement works include re-surfacing of three courts and the relocation of existing fencing.

2.1 SITE LOCATION AND ACCESS

The site is a block of four courts:
Clapham Common Sports Zone
Rookery Road
Clapham Common
London
SW4 9QN

Grid reference (site centre);
OS X (Eastings): 529097
OS Y (Northings): 175130



Figure 1. Site Location – dashed red line.

The site, which can be accessed from a dedicated entrance off Rookery Road, abuts a café and a skateboard park to the north, parkland to the east and west, and a pond to the south.

2.2 ARRANGEMENTS TO VISIT THE SITE

To arrange a site visit, please contact

- Contact: Theresa Greene
- Telephone: 020 7926 9796
- Mobile: 07855 0516 88
- Email: TGreene@lambeth.gov.uk

2.3 GENERAL SCOPE

The work proposed in this specification shall be as follows:

COURT REFURBISHMENT

- Type 2 macadam MUGA compliant with AENA Category 2 court facilities.
- Area 1 (two courts to the north) is to be used for occasional vehicle access and so the specification for the macadam may differ from that for Area 2 (single court to the south).
- Surface to be compliant with England Netball Performance Requirements for Netball Surfaces (please refer to APPENDIX I).
- Netball court dimensions of 30.50 m x 15.25 m with 3.05 m safety margins (4.00 m) between adjacent courts).
- Volleyball court dimensions of 18.00 m x 9.00 m with 4.00 safety margins, but superimposed over a compliant netball court (Area 2).
- NBA Basketball court dimensions (existing basketball court) of 94' x 50' (28.65 m x 15.24 m)
- Basketball court dimensions (over existing netball court) 28 m x 15 m (Area 2).
- Line marking on the three re-surfaced courts, and re-lining of the existing basketball court.
- Removal of a concrete slab.
- Re-location of existing nearby fencing (112.4 linear metres).
- Re-painting of relocated fencing.
- Repairs to the render along the perimeter retaining wall.
- Provision of smooth transition (drop kerb) from the entrance road to the courts via a double gate to comply with DDA requirements.
- Installation of a step to facilitate entrance through a single gate access point.
- Provision of socketed netball goals for three courts.
- Provision of socketed basketball goals for one court.
- Provision of socketed volleyball net for one court.
- Provision of additional sockets for temporary goal post storage and practice (two netball and two basketball).
- Removal and relocation of two practice basketball goals.
- Removal of graffiti on existing basketball goals.
- Supply and fit hoop netting to existing basketball goals.
- Cleaning and testing of the three existing surface drainage gullies.
- Installation of two bike racks. N.B. The bike racks are to be provided by Lambeth Council and the final location will be subject to planning approval.
- Provision of four benches and three litter bins.
- Reinstatement of damage (hard landscaping).
- Reinstatement of damage (grassed areas).
- Performance testing.

This specification does not include provision for site security such as temporary fencing and gates etc. The contractor will be required to provide all temporary fencing to ensure site security and protect the public. Please refer to the Schedule of Drawings (Table 1) for the proposed layout.

Table 1 Schedule of Drawings

Drawing No.	Title
TGMS0292.5-2	Proposed MUGA layout – Rev10
TGMS0292.5-3	Proposed and existing levels – Rev1

3. PERFORMANCE SPECIFICATION

3.1 PART A: COURT REFURBISHMENT

Item	Operation
1	Preliminaries to include, but not limited to; Heras type fencing, an allowance for keeping roads and public highways clean and free from construction debris during and on completion of the contract, reinstatement of hard paved areas to original condition, provision of site set-up as per HSE and CDM requirements, insurances, transportation of plant, working site supervisor and staff, signage, administering health and safety / CDM requirements, provision of independent power, water and welfare facilities. Please refer to Drawing TGMS0292.5-2 and Drawing TGMS0292.5-3 for existing levels, proposed layout and proposed levels respectively.
2	Enabling works to include, but not limited to; removal of any volunteer vegetation growing on the existing surface or around the perimeter, removal of a concrete slab in the western corner of the courts (disposal of arisings off-site), removal of two practice basketball goals, and cleaning / testing of three existing surface water gullies.
3	Preparation for re-surfacing works to include, but not limited to; floor saw and break out 0.5 m picture frame, application of a herbicide, power sweep, and application of a tar spray.
4	Macadam surfacing. Contractor to advise on the use of open-textured or dense macadam and associated preparation for Area 1 (1,643 m ²) and Area 2 (1,004 m ²). Macadam to achieve a minimum 30 mm consolidated thickness laid to achieve surface regularity (court area only) of <8 mm under a 3 m straight edge. The material should be capable of passing the slip resistance and traction tests detailed in Appendix I. To be laid as per supplier installation guides; note supplier might insist on approved installation subcontractor. Please refer to Drawing TGMS0292.5-3 for existing and proposed levels.
5	Line markings to be 50 mm wide and white on all three netball courts plus 50 mm wide and green for volleyball (to be superimposed on the southern court only) and 50 mm wide and black for the multi-use basketball court and 50 mm wide and white for re-lining the existing basketball court.
6	Remove existing fencing and relocate to two sides of the perimeter of the block of courts (as indicated on Drawing TGMS0292.5-2). It is anticipated that the existing fencing panels will need to be attached to new fence posts to be installed with 'Postcrete' or similar. A total linear metreage of 108.2 m is required (excluding gate apertures) but only 114 m is available for re-use and so it is anticipated that some additional panels will need to be supplied and erected (allow for 30 linear metres of new panels).
7	Supply and install additional vertical bar fencing panels: <ul style="list-style-type: none">• Standard: To BS 1722-9.• Height: 1300 mm to match existing.• Verticals: 20 mm round bar.• Centres of verticals: 125 mm.• Posts: RHS, 50 x 50 x 3 mm.- Finish: Hot dip galvanized to BS EN ISO 1461 and painted black. Colour: RAL 9005. <ul style="list-style-type: none">• Centres of posts: As drawing• Method of setting posts/ stays/ legs: Concrete foundation• Accessories: Single leaf pedestrian gate.• Conformity: Submit manufacturer's and installer's certificates, to BS 1722-9. Submit shop drawings for approval.

- 8 Re-located fence and part of the existing fencing near the café and abutting the common shall be prepared and painted black using suitable primer, undercoat and topcoat (painting proposals to be provided with the pricing submission).
- 9 Supply and install 1 Nr. double-leaf access gate of dimensions 3.00 m (w) x 1.30 m (h). The bottom of gates shall be positioned 10 mm above concrete edgings.
- Hinges, latches and closers: Adjust to provide smooth operation. Lubricate where necessary (before handover).
- 10 Supply and install 1 Nr. single access gate of dimensions 1.20 m (w) x 1.30 m (h). The bottom of gate shall be positioned 10 mm above concrete edgings.
- Hinges, latches and closers: Adjust to provide smooth operation. Lubricate where necessary (before handover).
- 11 Carry out repairs to the damaged render along the north-eastern perimeter retaining wall. Repair proposals to be provided with pricing submission.
- 12 Provide a smooth transition (pcc drop kerb) from the entrance road to the courts via the double gate to comply with DDA requirements and to facilitate occasional use of Area 1 for vehicle access.
- 13 Provide a step up from the entrance road to the courts via the single gate. Step proposals to be provided with pricing submission.
- 14 Supply and install socketed netball goals for three courts (specification of goals to be provided by Lambeth Council). Netball posts to meet Netball England standards. Type; Socketed netball posts complete with ring, net and full-height post protectors. Posts should have fixings for young people's (High Five) and wheelchair net ball goal heights.
- The Goalposts shall be placed so that the back of the Goalpost is at the outside of the Goal Line.
- 15 Supply and install socketed basketball goals for one court (specification of goals to be provided by Lambeth Council).
- 16 Supply and install a socketed volleyball net system for one court (specification of net system to be provided by Lambeth Council).
- 17 Remove and relocate two practice basketball goals. Please refer to Drawing TGMS0292.5-2 for locations
- 18 Supply and installation of additional sockets for temporary goal post storage and practice (two netball and two basketball). Please refer to Drawing TGMS0292.5-2 for locations
- 19 Removal of graffiti on existing basketball goals
- 20 Supply and fit replacement hoop netting to existing basketball goals. The netting shall be white nylon cord 15" to 18" in length. The cord of the net shall not be less than 30 thread nor more than 120 thread and shall be constructed to check the ball momentarily as it passes through the basket.
- 21 Install two Sheffield Cycle Stand bike racks. The bike racks are to be provided by Lambeth Council and the final location will be subject to planning approval. It is anticipated that 15 stands will be required (providing 30 spaces) and that the stands will be submerged 250 mm into the ground to provide extra security. These stands are most likely to be <http://lockit-safe.co.uk/product/sheffield/> and should be installed with a minimum of 800mm between each stand.
- 22 Supply and install four fixed wooden slatted SB8 Taylormade Castings Ltd. Please refer to Drawing TGMS0292.5-2 for locations.
- 23 Supply and install three steel litter bins – model ES-135 by CU Phosco. Bins to be provided with standard formed steel liftable lids and standard galvanised liners. Inner liners to have a small drainage hole drilled into the bottom. Please refer to Drawing TGMS0292.5-2 for locations.
- 24 On completion of the works the site shall be left in a clean and tidy condition. All damage caused to surrounding areas and surfaces shall be reinstated in full to the

- 25 satisfaction of Lambeth Council using similar materials to the existing.
On completion of the works, any damage to grassed areas shall be reinstated through cultivation, seedbed preparation, pre-seeding fertiliser, seeding and the first 3 cuts. For the first cut:
- Timing: When grass is reasonably dry
Height of initial growth: 40-75 mm.
Preparation:
- Debris and litter: Remove.
 - Stones and earth clods larger than 25 mm in any dimension: Remove
- Height of first cut: 50 mm.
Mower type: Contractor's choice.
Arisings: Remove from site.
- 26 Performance testing. Following 8 weeks of use, the MUGA should be tested for compliance with the appended England Netball Performance Requirements for Netball Surfaces
- 27 Warranties. The Contractor shall state the warranties (in years), including clarification of conditions of use that apply, for the following:
- The macadam playing surface.
 - The court lines.
 - The fencing installation.

3.2 METHOD STATEMENTS & RISK ASSESSMENTS TO BE PROVIDED BY CONTRACTOR:

1. Please see evaluation questions

3.3 METHOD STATEMENTS

ITEM	Brief method statement (Continue on additional sheets if required)	Type/ name of equipment you intend to use	Is equipment owned by the contractor?	Is equipment rented?	Will work be sub-contracted?	How many staff will be on site?
Enabling works						
Preparation for re-surfacing						
Macadam surfacing						
Line marking						

3.4 SUBCONTRACTORS

Please specify the names and contact details for any subcontractors that you intend to use during the project (please continue on a separate sheet if necessary):

Name:	Contact Details:	Role:

3.5 REFERENCES

Please provide references from three recent (last 2 years) schemes where you have carried out work of a similar nature and value. Please give name, address and telephone number for the referees.

Name:	Contact Details:	Nature of work / project value (£):

APPENDIX I PERFORMANCE REQUIREMENTS FOR NETBALL SURFACES

APPENDIX II DRAWINGS