

CONTRACT CONDITIONS

1. THE PROJECT

1. Scope: To resurface and refurbish the existing astro-turf MUGA which has an area of 35m x 31.7m, set up with a dividing net as 2 pitches, (35m x 15.5m each)
2. Location: High Street Recreation Ground, High Street, Botley, Southampton SO30 2ES

2. EMPLOYER (CLIENT)

1. Name: Botley Parish Council (BPC)
2. Address: The Botley Centre, High Street Recreation Ground, High Street, Botley Southampton SO30 2ES
3. Contact: Mrs Janet Morgan (Clerk)
4. E-mail: parish.clerk@botley-pc.gov.uk
5. All tenders/quotations must be returned to the Clerk. (note, only the Clerk can place any order or instruct variations)
6. Please return priced tenders/quotations by Wednesday 19th January 2022.

3. PRINCIPAL CONTRACTOR (CDM)

1. The Contractor. The appointed contractor shall be a member of SAPCA

4. PRINCIPAL DESIGNER

1. Name: The Principal Contractor.

5. PRECONSTRUCTION INFORMATION

1. The only Preconstruction information available are:
 - That the Parish Council will remove externally all vegetation within 500mm of the MUGA before works commence.
 - That the Parish Council will arrange storage for the dividing net and retaining wires after they have been removed by the contractor.
 - The public have full access around the external perimeter at all times.

6. THE SITE

1. The site is part of the High Street Recreation Ground which is fully open to the public.

7. EXISTING BUILDINGS ON/ ADJACENT TO THE SITE /SURROUNDING LAND

1. Adjacent to the MUGA is a car park, community centre and recreation ground under the control of Botley Parish Council, all of which will continue in use during the works.

8. EXISTING UTILITIES AND SERVICES

1. The Parish Council has no knowledge of any services under the MUGA but around the perimeter run the cables for the four the floodlights.

9. ACCESS TO THE SITE

1. The MUGA is freely available for inspection from the carpark and recreation ground. Parking is freely available.

10. USE OF THE SITE

1. Do not use the site for any purpose other than carrying out the Works.

11. HEALTH AND SAFETY HAZARDS

1. The nature and condition of the site cannot be fully and ascertained before work is started.
2. The accuracy and sufficiency of any information given is not guaranteed. The Contractor is to ascertain if any additional information is required to ensure the safety of all persons and the Works.
3. Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.
4. The adjacent car park, community centre and recreation ground will continue in use during the works.

12. SITE VISIT

1. Assessment: Ascertain the nature of the site, the exact size of the MUGA, access thereto and all local conditions and restrictions likely to affect the execution of the Works. A site visit prior to tendering is recommended.
2. Arrangements for visit: Through the Parish Clerk if access onto the MUGA is required at tender stage.

13. THE WORKS

1. Resurfacing the existing Astro-turf MUGA (multi-use games area) for use by both adults and children for football training, walking football and informal football. The works include the design of the resurfacing by the Contractor.

14. PRICED DOCUMENTS

1. Documents to be priced by the Contractor: Schedule of Works
2. Any variations in cost due to unexpected conditions during the works will only be accepted if confirmed in writing in advance by the Clerk

15. CDM REGULATIONS

1. The project is considered potentially notifiable.
2. Works commencement date: No earlier than 01 May 2022 due to existing bookings.
3. Date for Completion: To be calculated to be no later than the number of weeks specified by awarded contractor prior to commencement of works.

16. PAYMENT TERMS

1. Payment on or after practical completion.
2. Payment days: 30 days on submission of invoice.

17. CONTRACTOR'S PUBLIC LIABILITY INSURANCE - INJURY TO PERSONS OR PROPERTY

1. The required level of cover for any one occurrence or series of occurrences arising out of one event to be not less than: £5 Million

18. ACCEPTANCE

1. No guarantee is offered that any tender will be recommended for acceptance or be accepted, or that reasons for non-acceptance will be given.
2. No liability is accepted for any cost incurred in the preparation of any tender.

19. PERIOD OF VALIDITY

1. After submission or lodgement, keep tender open for consideration (unless previously withdrawn) for not less than 3 months.
2. Date for commencement: TBC

20. PRICED DOCUMENTS

1. Do not alter or qualify the tender documents without written consent. Tenders containing unauthorized alterations or qualifications may be rejected.
2. Measurements: Where not stated, ascertain from site dimensions

21. TENDER

1. Tenders must include for all work shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.

22. SUBSTITUTE PRODUCTS

1. If products of different manufacture to those specified are proposed, submit details with the tender giving reasons for each proposed substitution. Substitutions, which have not been notified at tender stage, may not be considered.

23. FREEDOM OF INFORMATION

1. Retain, make available for inspection and supply on request information reasonably required to allow response to requests made under the provisions of the Freedom of Information Act.
2. Submit requests received to the Clerk. Do not supply information to anyone other than the Clerk without express written permission.

24. DESIGN

1. Design to be carried out by the Contractor and supported by appropriate contractual arrangements, to correspond with the specified requirements.

25. SUBMIT PROPOSALS

1. Submit information in response to specified requirements.

26. SUPERVISION

1. Accept responsibility for coordination, supervision and administration of the Works, including subcontracts.
2. Arrange and monitor a programme with each subcontractor, supplier, local authority and statutory undertaker, and obtain and supply information as necessary for coordination of the work.

27. INSURANCE

1. Before starting work on site submit details, and/ or policies and receipts for all insurances required.

28. PROFESSIONAL INDEMNITY INSURANCE

1. Provide and maintain insurance in respect of Contractor Designed Works
 - 1.1. Level of cover: Relates to claims or series of claims arising out of one event
2. Amount of indemnity required: £5 million.

29. CLIMATIC CONDITIONS

1. Record accurately and retain:
 - 1.1. Daily maximum and minimum air temperatures (including overnight).
 - 1.2. Delays due to adverse weather, including description of the weather, types of work affected, and number of hours lost.
 - 1.3. The laying of any surfacing is to be in accord with the manufacturers written recommendations relevant to the material being laid

30. PROGRAMME

1. Immediately when requested and before starting work on site submit in an approved form a master programme for the Works, which must include details of:
 - 1.1. Planning and mobilisation by the Contractor
 - 1.2. Subcontractor's work.

31. START OF WORK ON SITE

1. Notice: Before the proposed date for start of work on site give minimum notice of two weeks.

32. MONITORING

1. Record progress on a copy of the programme kept on site.
2. If any circumstances arise which may affect the progress of the Works submit proposals or take other action as appropriate to minimise any delay and to recover any lost time.

33. SITE MEETINGS

1. Site meetings will be held to review progress and other matters arising from administration of the Contract every two weeks on site
2. Attendees: Attend meetings and inform subcontractors and suppliers when their presence is required.
3. Chairperson (who will also take and distribute minutes): Clerk

34. EXTENSIONS OF TIME

1. When a notice of the cause of any delay or likely delay in the progress of the works is given under the contract, written notice must also be given of all other causes which apply concurrently.
2. As soon as possible submit:
 - 2.1. Relevant particulars of the expected effects, if appropriate, related to the concurrent causes.
 - 2.2. An estimate of the extent, if any, of the expected delay in the completion of the Works beyond the date for completion.

35. INCOMPLETE DOCUMENTATION

1. Where and to the extent that products or work are not fully documented, they are to be:
 - 1.1. Of a kind and standard appropriate to the nature and character of that part of the Works where they will be used.
 - 1.2. Suitable for the purposes stated or reasonably to be inferred from the project documents.

36. WORKMANSHIP SKILLS

1. All operatives are to be appropriately skilled and experienced for the type and quality of work, registered with the Construction Skills Certification Scheme and operatives must produce evidence of skills/ qualifications when requested.

37. EVIDENCE OF COMPLIANCE

1. Retain on site evidence that the proprietary product specified has been supplied.
2. Submit evidence of compliance, including test reports.

38. INSPECTIONS

1. Products and executions: Inspection or any other action by the Clerk must not be taken as approval.

39. RELATED WORK

1. Provide all trades with necessary details of related types of work. Before starting each new type or section of work ensure previous related work is:
 - 1.1. Appropriately complete.
 - 1.2. In accordance with the project documents.
 - 1.3. To a suitable standard.
 - 1.4. In a suitable condition to receive the new work.

40. MANUFACTURER'S RECOMMENDATIONS/ INSTRUCTIONS

1. Comply with manufacturer's printed recommendations and instructions current on the date of the Invitation to tender.
2. Use ancillary products and accessories supplied or recommended by main product manufacturer.
3. Comply with limitations, recommendations and requirements of all relevant valid certificates.

41. SETTING OUT

1. Submit details of methods and equipment to be used in setting out the Works.
2. Provide FOR APPROVAL to scale drawings showing setting out dimensions of all lines and colours to be used.
3. Check and record the results on a copy of drawings. Notify discrepancies and obtain instructions before proceeding.

42. ACCESS

1. Provide at all reasonable times access to the Works and to other places of the Contractor or subcontractors where work is being prepared for the Contract.

43. DEFECTS IN EXISTING WORK

1. Undocumented defects: When discovered, immediately give notice. Do not proceed with affected related work until a response has been received from the Clerk.
2. Do not execute work which may:
 - 2.1. Hinder access to defective work; or
 - 2.2. Be rendered abortive by remedial work.

44. TESTS AND INSPECTIONS

1. Agree and record dates and times of tests and inspections to enable all affected parties to be represented.
2. Submit a copy of test certificates and retain copies on site.

45. SECURITY AT COMPLETION

1. Leave the Works secure every day with, where appropriate, all accesses closed and locked.
2. Account for and adequately label all keys, and hand over together with an itemised schedule, retaining duplicate schedule signed as a receipt.

46. MAKING GOOD DEFECTS

1. Remedial work: Arrange access with the Clerk
2. Rectification: Give reasonable notice for access to the various parts of the Works.
3. Completion: Notify when remedial works have been completed.

47. CONSTRUCTION PHASE HEALTH AND SAFETY PLAN

1. Present to the Clerk no later than 1 week prior to commencement of works.
2. Do not start construction work until the Clerk has confirmed in writing that the Construction Phase Health and Safety Plan, in their opinion, includes the procedures and arrangements required by the CDM Regulations.

48. SECURITY

1. Safeguard the site, the Works, products, materials, and any existing buildings affected by the Works from damage and theft.
2. Take all reasonable precautions to prevent unauthorised access to the site, the Works and adjoining property.
3. Submit a list of the names of all persons requiring access together with any other related information reasonably required.

49. SAFETY PROVISIONS FOR SITE VISITS

1. Submit details in advance of safety provisions and procedures (including those relating to materials, which may be deleterious), which will require their compliance when visiting the site.

50. POLLUTION

1. Protect the site, the Works and the general environment including the atmosphere, land, streams and waterways against pollution.
2. If pollution occurs inform immediately, including to the appropriate Authorities and provide relevant information.

51. PESTICIDES

1. Use not permitted.

52. NUISANCE

1. Prevent nuisance from dust, rubbish, vermin and other causes.
2. Prevent hazardous build-up on site, to surrounding areas and roads.

53. WASTE

1. Minimise production of rubbish, debris, spoil, surplus material, containers and packaging. Prevent accumulations. Keep the site and Works clean and tidy.
2. Collect and store in suitable containers. Remove frequently and dispose of off-site in a safe and competent manner:
 - 2.1. Non-hazardous material: In a manner approved by the Waste Regulation Authority.
 - 2.2. Hazardous material: As directed by the Waste Regulation Authority and in accordance with relevant regulations.
3. Recyclable material: Sort and dispose at a Materials Recycling Facility approved by the Waste Regulation Authority.
4. Waste transfer documentation: Retain on site.

54. ROADS AND FOOTPATHS

1. Maintain roads and footpaths within and adjacent to the site and keep clear of mud and debris.
2. Damage caused by site traffic or otherwise consequent upon the Works to be made good to the satisfaction of the Employer and Local Authority.

55. EXISTING FEATURES

1. Prevent damage to existing buildings, fences, gates, walls, roads, paved areas and other site features, which are to remain in position during execution of the Works.

56. WORKING HOURS

1. Specific limitations: Normal working hours Monday to Friday 08:00 to 17:00
2. No work outside these times will be permitted unless agreed in advance in writing by the Clerk

57. NAME BOARDS/ ADVERTISEMENTS

1. Name boards/ advertisements will be permitted.

58. THERMOMETERS

1. Provide onsite and maintain in accurate condition a maximum and minimum thermometer for measuring atmospheric shade temperature, in an approved location.

59. THE HEALTH AND SAFETY FILE

1. The Contractor is to obtain and provide the following information: a brief description of the work carried out; any hazards that have not been eliminated through the design and

construction processes, and how they have been addressed (e.g. surveys, hazardous materials used inc. lead paints and special coatings);information regarding the removal or dismantling of installed plant and equipment (e.g. any special arrangements for lifting such equipment);health and safety information about equipment provided for cleaning or maintaining the MUGA ;the nature, location and markings of significant services, including underground cables; etc.; information and as-built drawings of the MUGA, including its equipment.