



Banbury Town Council

BANBURY PARKS
OX16 1QW & OX16 0NR
MULTI-USE GAMES AREA CONTRACT
SPECIFICATION

QUERIES CONTACT

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Recreation & Amenities Manager

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INSTRUCTIONS TO CONTRACTORS

1. Contractors should ensure that any explanatory or descriptive matter included with their Tender does not constitute a qualification to the requirements and Terms and Conditions as stated in the enquiry documents.
2. Contractors must submit offers for the whole of the works. Tenders submitted for separate sections only or Tenders, which are incomplete, will not be considered.
3. The Contractor's particular attention is drawn to the fact that the Tender price must include for all costs associated with labour, including the cost of any incentives necessary to attract and retain sufficient labour on site to meet the requirements of the programme. The submission of a Tender shall be deemed to be an undertaking that the Tender price includes for the above.
4. Contractors are required to keep Tenders Valid for acceptance for a period of 60 days from the closing date for receipt of tenders.
5. All tenders should be sent to

Mark Recchia MA FCIS FILCM
Town Clerk
Banbury Town Council
Bridge St
Banbury OX16 5QB

so as to arrive no later than: - **NOON on Friday 17th July 2020**

6. Tenders must be accompanied by:
A Certificate that the Tenderer has not engaged in Collusive Tendering;
A Certificate that the Tenderer has not canvassed any Member or Officer of the Council;
7. Should there be any clarification required by the Contractors as to the meaning of any possible ambiguity or discrepancies in any of the Tender documents, the Contractor must set forth his request in writing.
8. Contractor must make arrangements with the Client Officer to visit the site to ascertain all relevant conditions and means of access and to thoroughly acquaint themselves with the extent and nature of the proposed works and will be deemed to have done so prior to submitting the Tender, failure to do so may render the Tender unacceptable.
9. The Contractor shall be deemed to have satisfied himself before submitting his Tender as to the correctness and sufficiency of the rates and prices stated by him in the Bills Of Quantity which shall (insofar as is otherwise provided in the Contract) cover all his obligations under the Contract.
10. No claim by the Contractor for additional payment shall be allowed on the grounds of any misunderstanding or misrepresentation due to lack of knowledge of the conditions regulations or requirements for performing the Services.

11. All prices for materials and labour and any other charges whatsoever shall be quoted in pounds or decimal parts of a pound to two decimal places.
12. Plans of the Authority accompany the Tender documents for the assistance of Contractors and show the site and extent of the Contract works, where necessary do so.
13. Contractors are advised that the submission has the appropriate equipment specified. These items of equipment may be substituted for alternative items that meet or exceed the criteria of the specified items. If the Contractor is to change any equipment, he must qualify for which item of equipment such a change shall take place and provide full specifications, installation and maintenance instructions.
14. Contractors are advised that the contract must be completed as soon as possible within a programme agreed with the Client Officer.

BANBURY PARKS MULTI-USE GAMES AREA CONTRACT

FORM OF TENDER

To: Banbury Town Council

LADIES AND GENTLEMEN,

I/We the undersigned hereby offer to execute and complete all works to be carried out in accordance with the attached Specification and in compliance with the attached Conditions of Contract for the TENDER SUM specified below, or such other sums as may be ascertained in accordance with the said

Conditions of Agreement and the attached Tender documents.

Grand Total = £..... (Excluding VAT).

Unless and until a formal agreement is prepared and executed, the tender, together with your written acceptance thereof, shall constitute a binding Agreement between us.

We understand you are not bound to accept any tender you may receive, and you will not pay any expenses incurred by us in connection with the preparation and submission of this tender.

Signature:

Full Name of Company:

Name (in full):

Designation:

Address:

Telephone No:

Fax No:

Date:

NOTE:

THIS FORM OF TENDER DULY COMPLETED AND SIGNED BY THE AUTHORISED PERSON TOGETHER WITH THE OTHER INFORMATION SPECIFIED MUST BE RETURNED TO BANBURY TOWN COUNCIL, NO LATER THAN THE TIME AND DATE STATED IN THE INVITATION TO TENDER IN AN UNMARKED ENVELOPE/ PARCEL USING THE 'ENVELOPE' PROVIDED.

TENDER FOR THE PROVISION AND INSTALLATION OF
BANBURY PARKS MULTI-USE GAMES AREAS

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CONDITIONS OF CONTRACT

1. DEFINITIONS & INTERPRETATIONS

In this Contract, save where the context otherwise requires, the following expressions shall have the meanings hereby assigned to them:

Commencement Date	means	the date from which the Contractor will be required to commence to provide the services, as notified by the Client Officer or such other date as may be agreed.
Conditions	means	these conditions, any supplementary conditions and any modification thereof.
Contract	means	any formal Contract document entered into between the Contractor and the Council and includes the documents incorporated therein and forming part thereof
Contractor	means	the person, persons or company whose tender is accepted by the Council and includes the Contractor's personal representative and successors.
Client Officer	means	Town Clerk for the time being of the Council or any person duly authorised by him in writing to act on his behalf.
Council	means	the Council of the Banbury Town or any successor Authority
Materials	means	any goods.
Programmes	means the	programmes of work submitted by the Contractor in accordance with the requirements of the Tender documents.
Services	means the	services to be undertaken by the Contractor as described in the Tender documents or any of them.
Tender Documents	means the	tender and accompanying documents relating thereto.

2. HEALTH, SAFETY AND WELFARE

The Contractor in performing the services covered by the contract, so as to ensure the Health, Safety and Welfare of the contractor's staff, employees of the Council and all other persons including members of the public shall comply with: -

All duties and responsibilities placed upon him by the Health and Safety at Work Act 1974 and all subsidiary legislation especially with regard to the use of unqualified operatives, facilities for workmen, and the protection of motorists and pedestrians. The Contractor must allow for this in his rates.

All other relevant Acts of Parliament, Statutory Instruments, regulations etc.

All revisions, modifications, and amendments to Acts of Parliament, Statutory Instruments, regulations etc.

All relevant Codes of Practice, British or EEC equivalent standards, EU Directives etc. and modifications, amendments and revisions thereto.

If in the opinion of the Client Officer the Contractor's method of working is such as to present a risk of serious personal injury to the employees of the Contractor, employees of the Council or any other person the Client Officer shall issue a notice that the unsafe method working practice is to be remedied within a period of time that he considers reasonable having regard to all the circumstances. If the Contractor fails to remedy the unsafe working practice within the time stated in the notice the Client Officer will have the power to suspend the performance of all or part of the Services until the time as he considers the Contractor will adopt safe working practices. Any such suspension will be entirely at the Contractors own expense.

During the current Covid 19 pandemic, Contractors must adhere to all the UK Government's Guidance and Legislation to ensure social distancing, the welfare of their own employees and also the general public. The successful Contractor must provide RAMS that will address any risks involved that may be a threat to the reduction of the spread of the virus in carrying out any of the contracted works.

3. VARIATION OF CONTRACT

- (a) Without prejudice to any other of the conditions hereof no omission from, addition to or variation of the Contract shall be valid or of any effect unless it is issued in writing and signed by the Client Officer.
- (b) Save for an omission, addition or variation issued pursuant to paragraph (a) any provision inconsistent with the Conditions contained in any other document or in any oral agreement is to be void and of no effect.
- (c) If any variation to the contract is issued and where the work has been previously quoted for in the Bill of Quantities, that rate shall then be used.

4. THE CLIENT OFFICER

The functions, rights and powers conferred by this Contract upon the Council shall be exercised by the Client Officer. The Contractor shall in no circumstances question the existence or extent of the Authority of any person authorised by the Client Officer to act on his behalf.

5. CONTRACT PERIOD

- (a) This initial contract shall extend for a period of 6 weeks (or that period specified in the Schedule/Appendix to the Form of Tender) and shall not be terminated by either party within that period save in accordance with these conditions. The contractor shall be expected to undertake this contract within the timescale following commitment by the contractor in writing that they can meet the deadline as specified, unless otherwise agreed in writing by the Client Officer.
- (b) The contractor is advised that they will be paid for the installation work with an **interim payment of 5% being held over** to cover the maintenance period.

- (c) All work shall be completed on site to ensure that all invoices are submitted to this authority by the agreed date.

6. PERFORMANCE OF SERVICES

- (a) During the Contract Period the Contractor shall perform the Services (and any modification thereof authorised under the Conditions) in a manner totally consistent with the tender and the terms and conditions of the Contract and to the entire satisfaction of the Client Officer.
- (b) The Contractor shall at all times perform such Services in accordance with a written daily Programme of Work which shall be submitted to the Client Officer prior to commencement of any work (and any modifications thereof authorised under the Conditions).
- (c) The Contractor is to be aware that the maintenance period for the contract is 12 months, starting from the completion/adoption date of the site by Banbury Town Council.

7. CERTIFICATE OF PRACTICAL COMPLETION AND DEFECTS LIABILITY

- (a) The Client Officer shall issue to the Contractor, a Certificate of Practical Completion to identify that all works have been undertaken. The Client Officer will then arrange for a Post Installation inspection to be carried out before hand over of the site to the Council.
- (b) On the production of a successfully completed Post Installation Report identifying that all works have been undertaken in accordance with all relevant standards and specification, the Contractor shall be invited to submit his invoice for payment.
- (c) Should the Contractor be required to rectify any defects then he should be aware that no payment will be made until the Client Officer is satisfied that all works have been completed to the contract specification.
- (d) The Contractor shall make any payment due to this Authority as a result of his failure to undertake the works within the given time period unless previously agreed in writing with the Client Officer.

8. VALUE ADDED TAX

On receipt of the Certificates of Practical Completion the Client Officer shall inspect the site and if the work has been undertaken satisfactorily and approved by the Post Installation Report, the Contractor shall be advised that he may issue a V.A.T. invoice for those works, which shall be paid within 28 days of the date of receipt of the invoice

9. ASSIGNMENT AND SUB-LETTING

The Contractors shall not: -

- (a) Assign any part of the work or undertakings, or any part thereof or any benefit in or under the contract without the written consent of the Client Officer, such consent not to be unreasonably withheld.

- (b) The Authority shall be entitled to assign the benefit of the contract or any part thereof and shall give written notice of any assignment to the Contractor.
- (c) The Contractor shall not sublet the whole of the Contract or any part thereof except where such subletting may be customary to the trade concerned. Any subletting will be notified to the Client Officer within five (5) working days.
- (d) Where the Authority has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Contractor to the Authority within five (5) working days.
- (e) The Contractor acknowledges and agrees that by way of illustration only and without restricting or fettering the Authority's right to withhold its consent on reasonable grounds it shall be reasonable for the Authority to withhold its consent where the sub-contracting of any element of the provision of the Services would be contrary to law or contrary to public or government policy or contrary to public morality and decency or which it is not in the national interest. If with the Authority's consent the Contractor sub-contracts the provision of any element of the Services, every act or omission of the sub-contractor shall for the purposes of the Contract deemed to be the act or omission of the Contractor and the Contractor shall be liable to the Authority thereafter as if such act or omission had been committed or omitted by the Contractor itself.
- (f) Where the contractor enters into a sub-contract with a supplier or contractor for the purpose of performing the Agreement, it shall cause a term to be included in such a sub-contract which requires payment to be made of undisputed sums by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice, as defined by the sub-contract requirements.

10. AGENCY

In carrying out the Services the Contractor shall be acting as Principal and not as the Agent of the Council.

Accordingly:

- (a) The Contractor shall not (and shall not procure that its employees, servants or agents do not) say or do anything that might lead any other person to believe that the Contractor is acting as the Agent of the Authority; and
- (b) Nothing in this Contract shall impose any liability on the Authority in respect of any liability incurred by the Contractor to any other person but this shall not be taken to exclude or limit any liability of the Authority to the Contractor that may arise by virtue of either a breach of the Contract or by negligence on the part of the Authority, the Authority's employees, servants or agents.
- (c) The Contractor has not and shall not hold himself out as having the power to make, vary, discharge or waive any Byelaw or regulation of any kind.
- (d) The Contractor shall not hold itself out as being authorised to enter into any contract on behalf of the Council to the performance, variation, release or discharge of any obligation to a third party. The employees of the Contractor shall not hold themselves to be and shall not be held out by the Contractor as being servants or agents of the Council.

11. LIABILITY OF CONTRACTORS

- (a) The Contractor shall fully and promptly indemnify the Council against any liability to any person or property whatsoever arising out of or connected with the performance of the Services or any act or omission of any employee of the Contractor howsoever such liability may arise.
- (b) The Contractor shall fully and promptly indemnify the Council in respect of any damage caused to any land, building or chattel in the ownership, occupation or possession of the Council by any employee or agent of the Contractor (whether such damage is caused by negligence or in any other way whatsoever).
- (c) The Contractor shall fully and promptly indemnify the Council and all persons concerned in respect of any personal injury caused to any employee of the Council by any employee or agent of the Contractor (whether such injury be caused by negligence or in any other way whatsoever).
- (d) The Contractor shall be responsible at all times during the contract period for the security of the boundaries to all residential and commercial property that abut the site and is affected by the nature of these works and in doing so shall therefore ensure that all boundaries remain intact either through the use of appropriate temporary security fencing or through the completion of each section of new boundary fencing at any given time.
- (e) The Contractor shall be solely responsible for liaising with residents and neighbouring properties over the works and working with them to minimise the risk of damage to property, vegetation and ensuring the security of the individual premises.
- (f) The Contractor shall at all times notify residents affected by the work of their progress and especially inform individual properties in writing, with a copy of each notification to be given to the Client Officer, identifying: -
 - the Contractor's contact details
 - when their boundary fence will be removed
 - how long they will be without a permanent boundary
 - how long it will take to install the new fence
- (g) The Contractor shall be solely responsible for ensuring that any waste material resulting from the works undertaken shall be disposed of responsibly to an EA approved tip leaving no residue that could cause a hazard or risk.

12. INSURANCE

- (a) The Contractor's attention is draw to the insurance details set out below: -

Minimum Amount of Public Liability Insurance	£10,000,000 for any one incident, (total unlimited)
Minimum Amount of Employers Liability Insurance	£10,000,000
Time of Completion	6 weeks

(Unless otherwise agreed in writing)

Liquidated Damages for Delay	£50.00 per day
Period of Maintenance	12 months
Minimum amount of Interim Certificates	£5,000.00
Time within which payment to be made after receipt of Statement	28 days

- (b) The Contractor shall at all times maintain in force such policies of insurance with reputable insurers or underwriters as shall fully insure and indemnify the Contractor against liability;
- to the Council and to any employee of the Council;
 - to the employees of the Contractor;
 - to any other persons

for the sum of at least £10 million for each occurrence. Total number of occurrences unlimited.

- (c) The Contractor shall prior to the commencement of the Contract, and at such other times as the Client Officer may require, supply the Client Officer with copies of all insurance policies, cover notes, premium receipt and other documents necessary to comply with sub clause (a) of this Clause.
- (d) The Client Officer shall be entitled to notify the Contractor in writing that in the opinion of the Client Officer any such policy of insurance does not effect sufficient cover to comply with the Conditions and to require the Contractor to effect such insurance as will so comply. Upon receipt of such notice, the Contractor shall forthwith procure and effect such insurance as the Client Officer shall require.
- (e) The Contractor will ensure that where it receives notification of any potential insurance claim, it shall deal with the matter directly and/or refer the matter to the contractor's insurers within a period of 28 days from the receipt of notification of the potential claim and ensure that each claim is progressed and resolved with due diligence.

13. BRIBERY AND CORRUPTION

The Council shall be entitled to terminate the Contract forthwith and to recover from the Contractor the amount of any loss resulting from such termination, if:

- (a) the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Contract or any other Contract with the Council; or
- (b) the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor); or

- (c) in relation to any Contract with the Council the Contractor or person employed by him or acting on his behalf shall: -
 - (i) have committed any offence under the Prevention of Corruption Acts 1989 to 1916; or
 - (ii) have given any fee or reward the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972.

14. GRATUITIES

The Contractor shall not, whether by himself or by any person employed by him to perform the Services, solicit any gratuity or tip or any other form of moneymaking or reward, collection or charge for any of the Services other than bona fide charges approved by the Council.

15. LIABILITY OF COUNCIL

To the extent permitted by the Unfair Contracts Terms Act 1977 the Council shall not be liable for any loss or damage whether caused by the negligence of the Council, its servants or agent in any way whatsoever and the Council shall in no circumstances be liable to the Contractor for any loss of profit, business or production or any similar loss or damage whether direct, indirect or consequential however caused. The Council in no way warrants the truth or accuracy of any representations which may have been made to the Contractor and the Contractor acknowledges that he did not rely upon any representation made by or on behalf of the Council when entering into this Contract.

16. UNSATISFACTORY EMPLOYEES

If, with reasonable justification, the Authority gives the Contractor notice that any person is not to become involved in or is to be removed from involvement with the performance of the Contract, the Contractor shall take all reasonable steps to comply with such notice and if required by the Authority the Contractor shall replace any such person removed under this condition with another suitably qualified person and procure that any pass issued to the person removed is surrendered.

17. TERMINATION

- (a) If the Contractor shall have offered, or given, or agreed to give to any person any gift, or consideration of any kind as an inducement or reward for doing, or forbearing to do, or having done or forborne to do any action in relation to the obtaining of the Contract, or any other Contract with the Authority, or for showing or forbearing to show favour, or disfavour, to any person in relation to the Contract, or any other Contract with the Authority, or if the like acts shall have been done by any person employed by the Contractor, or acting on the Contractor's behalf (whether with or without the knowledge of the Contractor), or if in relation to the Contract, or any other contract with the Authority, the Contractor or any person employed by the Contractor, or acting on the Contractor's behalf, shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any officer of the Authority, which shall have been exacted or accepted by such officer by virtue of his office or employment and is otherwise than such officer's proper remuneration, the Authority shall be entitled to terminate the Contract and to recover from the Contractor the amount of any loss resulting from such termination.

(b) If the Contractor: -

- (i) Commits a breach of any of his obligations under the Contract;
- (ii) becomes bankrupt, or makes a composition or arrangement with his creditors, or has a proposal in respect of his company for the voluntary arrangements for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986;
- (iii) has a winding-up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed;
- (iv) has a provisional liquidator, receiver, or manager of his business or undertaking duly appointed;
- (v) has an administrative receiver, as defined in the Insolvency Act 1986, appointed;
- (vi) has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge;
- (vii) is in circumstances which entitle the court or a creditor to appoint, or have appointed, a receiver, a manager, or administrative receiver, or which entitle the court to make a winding-up order;

then in any such circumstances the Authority may, without prejudice to any accrued rights or remedies under the Contract, terminate the Contractor's employment under the Contract by notice in writing having immediate effect.

(c) If the Contractor's employment is terminated as provided in Condition 17(b), the Authority shall: -

- (i) cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Contractor's employment shall have been calculated and provided such calculation shows a sum or sums due to the Contractor;
- (ii) be entitled to repossess any of its materials, clothing, equipment, vehicles or other goods loaned or hired to the Contractor and to exercise a lien over any of the materials, clothing, equipment, vehicles or other goods belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the Authority;
- (iii) be entitled to employ and pay other persons to provide and complete provision of the works or any part thereof and to use all such Contractor's materials, clothing, equipment, vehicles or other goods for the purposes thereof;
- (iv) be entitled to deduct from any sum or sums which would but for Condition 17 (c) (i) have been due from the Authority to the Contractor under this Contract or any other contract or be entitled to recover the same from the Contractor as a debt, any loss or damage to the Authority resulting from or arising out of the termination of the Contractor's employment. Such loss or damage shall include the reasonable cost to the Authority of the time spent by its officers in terminating the Contractor's

employment and in making alternative arrangements for the provision of the works or any part thereof;

- (v) when the total costs, loss and/or damage resulting from or arising out of the termination of the Contractor's employment has been calculated and deducted so far as practicable from any sums which would but for Condition 17 (c) (i) have been due to the Contractor, any balance shown as due to the Authority shall be recoverable as a debt, or alternatively, the Authority shall pay to the Contractor any balance shown as due to the Contractor.
- (d) The rights of the Authority under Condition 17 are in addition to and without prejudice to any other rights the Authority may have whether against the Contractor directly or pursuant to any guarantee, indemnity or bond.

18. FAILURE & DEFAULT IN PERFORMANCE - LIQUIDATED DAMAGES

- (a) If the Contractor shall fail to perform any of the works in accordance with the Conditions Specifications or any of the schedules then the Authority shall be entitled to take such action as the Client Officer may consider necessary to ensure that the works are completed or Items are available for use by the Authority, including the hire of a substitute Item or return of the Item to the Contractor for remedial works at Contractor's own expense.
- (b) In such circumstances all the costs incurred by the Authority shall be recovered by the Authority from the Contractor in accordance with Condition 17 (c) (iv).
- (c) All deductions payable by the Contractor to the Authority pursuant to this Condition shall be paid as Liquidated Damages and not as a penalty.
- (d) Contractors must adhere to the details of Liquidated Damages as identified in the Appendix to the Form of Tender.

19. ARBITRATION

- (a) All unresolved disputes between the parties arising out of or connected with this Contract or the performance of the Services by the Contractor shall be referred to an Arbitrator to be agreed upon by the parties or in default of such agreement to be nominated by the President of the Institute of Arbitrators or a person appointed by him.
- (b) Any award or decision of such Arbitrator shall be final and binding on the parties hereto.

20. BRITISH OR EU STANDARDS

Where an appropriate British or EU Standard Specification, British or EU Standard Code of Practice issued by the British Standards Institution or its European equivalent is current all goods used or supplied and all workmanship shall be in accordance with that Standard, unless otherwise stated.

21. OBSERVANCE OF STATUTORY REQUIREMENTS

The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with the Services provided under the Contract and shall indemnify the Authority accordingly.

22. STAMP DUTY AND LEGAL FEES

Each party shall bear their own legal and other fees in relation to the preparation and submission of the Tender documents and any formal Contract documents arising there from.

23. DEFAULT BY CONTRACTOR

If the Contractor, for whatever reason, fails to provide or perform the Services in whole or in part completely in accordance with the terms of the Contract, then without prejudice to any other remedy contained herein the Authority may by its own or other workmen provide and perform such Services or part thereof in which the Contractor has made default. The costs and charges incurred by the Authority in so doing shall be paid by the Contractor to the Authority on demand or may be deducted by the Authority from any monies due or which may become due to the Contractor.

24. INSPECTION OF SITE, EXTENT AND NATURE OF SERVICES

- (a) The Contractor shall be deemed to have fully acquainted himself with all conditions likely to affect the execution of the Works and have visited the site to satisfy himself with the nature and extent of services to be undertaken as detailed in the Contract Documents and as to the nature of access and all matters likely to affect the execution of the Service.
- (b) In the event of adverse weather conditions preventing the performance of the Services the Contractor with the prior consent of the Client Officer may modify his method of working.
- (c) In submitting his Tender the Contractor will have been deemed to understand the nature of the Works and included within his tender sum for performing the Works in adverse weather conditions or such other conditions for periods within the Contract Period.
- (d) The Contractor shall not be entitled to make any claims in any respect regarding the contract through lack of knowledge or understanding of the specified works. Any costs or losses incurred during the preliminary investigations and Tender preparation shall be borne by the Contractor alone.

25. INSPECTION & ACCESS

The Contractor shall at all times during the Contract Period allow the Client Officer and his staff, the Authority's Internal Auditor or such person as may be nominated from time to time by the Client Officer access to all locations for the purpose of inspecting: -

- (i) Work being performed pursuant to the contract.
- (ii) Records or documents in the possession of the Contractor in connection with the performance of such work.

26. OPERATIONS

- (a) The contract shall be priced on a unit base; this shall be either price per item of equipment or area as indicated in the schedules dependent upon the site in question.
- (b) The Client Officer shall identify in the case of a default situation arising, which of the above units shall apply this is not negotiable.

27. ADVERTISING

Advertising in any form on or about the works is prohibited. The Council reserves the right to remove any advertising material erected, distributed or employed on or around the works by the Contractor. This condition does not extend to normal sign painting on the Contractor's vehicles.

28. NUISANCE

The Contractor shall take all necessary measures to minimise nuisance to occupiers of property adjoining the works and shall comply with any reasonable instructions given by the Council in this respect.

29. TIMING

The Contractor shall undertake all operations in a timely manner to ensure the completion of the works by the deadline stated in the Contract documentation or at the earliest practical date thereafter.

30. CLAIMS

- (a) On the award of the contract the successful Contractor will have been deemed to have undertaken any additional site investigations they consider necessary. No claims will be accepted for lack of information or inaccuracies in this respect. The Contractor shall be deemed to be fully aware of all aspects of the work required, areas to be treated and timescale involved.
- (b) The Council is unable to provide storage facilities for the Contractor during the contract period; it is therefore the Contractor's responsibility to take such measures as to the provision of any materials or equipment on site. The Council will take no responsibility for any vandalism or theft, which might occur as a result of materials or equipment being stored therein. The Contractor shall be held responsible for any damage, which might occur as a result of any such storage of materials or equipment.

31. POST INSTALLATION

- (a) The Contractor shall on submission of his invoice, provide Guarantee Certificates covering the life of the guarantee periods identified in the Tender Documents.
- (b) Final payment of the Contractor's invoice shall be made on the provision of a Post Installation Inspection Certificate. This certificate will identify that all works have been completed to the current British and European Standards and our specification.

SPECIFICATION PRELIMINARIES

1. GENERAL

- (a) The works shall be undertaken on 2 sites: -
 - i. Stanbridge Park OX16 0NR
 - ii. Hillview Park OX16 1QW (Nuffield Drive entrance)
- (b) All works when finished must comply with the current British and European Standards and recommendations and any relevant legislation specifically compliance with BS EN 15312:2007 + A1 2010; BS EN 1176 BS EN ISO 1461:2009; BS 3882:2015; BS 4428:1989; and BS 4987-1:2005.
- (c) Method Statements showing how the Contractor proposes to undertake the works in question, for Client Officer approval, shall accompany the priced up Bills of Quantity.

2. SITE ACCESS

- (a) For Stanbridge Park MUGA access can be obtained from Stanbridge Close to the west of the site through the "gate" access within the birdsmouth fencing and across the grass shown in Appendix 2.
- (b) The MUGA at Hillview Park can be accessed off Nuffield Avenue through the metal access gates/ barriers and along the footpath and go around the south side of the plat area shown in Appendix 2.
- (c) Appendix 3 contains photographs of both MUGA's.

3. WORKING HOURS

- (a) The working day shall be between the hours of 08.30 a.m. to 4.00 p.m. Monday to Friday.
- (b) The Contractor shall identify in the Method Statements his normal weekly and daily work times on which his tender is based.
- (c) No weekend or overtime working shall be permitted without the previous written authorisation from the Client Officer.

3. RISK ASSESSMENTS

- (a) The Contractor shall provide copies of his Risk Assessment forms relating to his working practices of his employees operating on and covering the nature of this contract.
- (b) The Contractor shall fully acquaint themselves of the nature of this contract and provide a full risk assessment of how they will maintain the integrity of property boundaries around the site as required.

4. CONTRACTOR'S REPRESENTATIVE

- (a) During the contract period the Contractor shall have a representative who can be contacted at all times by the Client Officer to answer any queries that might arise.
- (b) The Contractor's representative shall have delegated administrative powers from the Contractor in relation to the effective running and management of this contract and as such will be supplied by the Contractor with a mobile telephone which must be switched on during the working day, the telephone number to be supplied to the Client Officer.
- (c) Should the Contractor employ more than one gang on the contracts he shall be expected to provide a working mobile telephone for each gang when working on site within the district, and provide the Client Officer with their numbers.

5. CUSTOMER CARE

- (a) During the contract period the Contractor shall be expected to adhere to the Council's Customer Care Policy, copies of which shall be provided upon award of the contract.

GENERAL DESCRIPTION OF WORKS

1. GENERAL WORKS

- (a) The Council requires the removal of the fencing around the existing multi-use games areas at both Stanbridge and Hillview Parks (see photographs below) and lighting columns where indicated. It is to be replaced by a new hot dipped galvanised and powder coated heavy duty steel facility providing a court of a similar size with all round visibility into the site and laid out for football, basketball and cricket.
 - i. The current old MUGA fencing, to be removed, is located in a concrete strip outside the bitmac pad on both sites. Once removed the new fencing is to be located in the same location again on both sites with the ground fully reinstated by the contractor on completion at no additional cost.
- (b) If the current bitmac pad is damaged in any way during the works the contractor shall reinstate the surface at no additional cost as and where necessary with 6 mm grade permeable wearing course and tied into the existing surface. Site plans are provided with this tender showing the MUGA locations.
- (c) The Contractors attention is drawn to the Liability of the Contractors, Clause 11 in the Conditions of Contract.
- (d) Where the work is in areas to which the general public has access the Contractor shall take every precaution necessary to ensure their safety e.g. by providing staff to restrict and/or redirect them and by erecting barriers and displaying signs as necessary. The Contractor must, as far as is reasonably practical, ensure that the public is excluded from the area of operations. The means by which the Contractor achieves this must be at his/her discretion, and he/she will be held responsible should they not be effective.
 - i. With the current Covid 19 pandemic Contractors must adhere to the current Government guidelines and Codes of Practice whilst operating on these sites and provide Risk Assessments and Method Statements of how these will be observed.
- (e) On completion of the Works the Contractor shall remove all wood, equipment and other materials and is to leave the site clean and tidy to the satisfaction of the Client Officer.
- (f) The Contractor shall take care to avoid damaging any structures or fittings; other trees, shrubs and plants; grass or other surfaces at the site of the Works and on neighbouring property. If any damage occurs the Contractor shall carry out full reinstatement to the satisfaction of the Client Officer or alternatively satisfy the Client Officer that adequate compensation has been paid to the owner concerned, in accordance with the Conditions of Contract and at the Contractor's expense.
- (g) The Contractor shall ensure that no spillage or dumping of any fuel, oil or other material takes place on or near the site.
- (h) If the Contractor encounters any points of doubt or difficulty during the course of the works especially with regard to damage or points not covered by the Contract, the Contractor shall

clear the matter with the Client Officer before proceeding with the works. The Contractor shall not make any agreements or arrangements with unauthorised persons.

- (i) The Contractor shall be deemed to have taken into account any surrounding hazards when submitting his tender. The Contractor shall be responsible for any costs incurred in the disconnection and reconnection of overland power lines and telephone cables or underground services, and also for arranging with the Authorities concerned for the working and safety of such apparatus.
- (j) If any of the work necessitates entry onto any adjoining land, the Contractor shall make the necessary arrangements for access. The Contractor shall not leave any wood, materials or equipment on adjoining land without permission from the landowner to do so. Any damage to adjoining property must be properly repaired, at the Contractor's expense. The Contractor is not to allow any of his workmen to wander about the area of the Works or to trespass on any adjoining property.
- (k) The Contractor may use such tools and equipment as he/she deems to be suitable provided it complies with all Health and Safety requirements.
- (l) Maintaining security to the property and site is sacrosanct and must be ensured at all times.
- (m) Any damage to the galvanised and powder coated finish of the MUGA fencing prior to and during the installation may result in the affected sections being refused and may require replacement at the Contractor's own expense.
- (n) Close off the area during construction works using approved security fencing to be agreed with the Client Officer.
- (o) Post signs in suitable positions on outer perimeter fence warning members of public that the area is closed due to construction works. Signs must display all relevant Health & Safety information (emergency telephone no. as a minimum requirement).
- (p) Leave areas/site safe and clean and remove any temporary fencing from site on completion of all works. All arisings shall be collected and taken to the Contractor's tip.
- (q) Some vegetation may require cutting back but it is intended that most will be cleared for the erection of the new fences, contractors should be prepared for minimal vegetation clearance. However, where trees are located the contractors will be required to bridge any major roots and hand dig any post foundations under the tree canopies the cutting of major roots will not be permitted or any work that may harm the trees. Work to be undertaken to the current British Standards 3998:2010 & BS 5837:2012.
- (r) The Council is seeking the replacement of the existing ball court with a steel fenced facility hot-dip galvanised and painted with a powder-coated finish colour of RAL 6005 Moss green on top of the galvanising.
- (s) Any figures given in this contract are guides only and the contractor must undertake site visits to satisfy themselves that the site and identified works, any shortfall/gaps will be made up by the contractor at his own cost. Site visits can be arranged by appointment.

- (t) The Contractor will be responsible for ensuring that no utilities are damaged during the installation of the fencing on site, should this occur then the contractor will be totally responsible for any claims made. Likewise, the Contractor shall be responsible for maintaining the security of the site during the programme of work.

SPECIFICATION FOR THE PROVISION AND INSTALLATION OF

BANBURY PARKS MULTI-USE GAMES AREAS

1. INTRODUCTION

- (a) Contractor to visit site, undertake, measure and ascertain all ground conditions.
- (b) Contractor to allow for clearing the existing fenceline and any grass or weed growth growing over the kerb edging of the bitmac pad back to the edge of any foundations. Contractor to allow for use of temporary heras type mesh fencing secured to prevent access to the site. This shall be maintained at all times up to the point that the installation is fully completed.
- (c) The Contractor shall provide Risk Assessments and Method Statements outlining his method of working.

2. PRELIMINARIES

2.1 Steel

- (a) As detailed in paragraph 4.1 of the British Standard, or the equivalent in a European Standard.
- (b) The heavy duty steel panels shall be constructed within an approximately 25 x 3 mm bar frame with an approximately 6mm twisted steel rod mesh structure. These panels to be secured to 100 x 100 x 4mm approximately steel posts to maximise its structural integrity, strength and sustainability.
- (c) Spot welding of the steel items will not be permitted; all items shall be fully welded to the relevant British Standards i.e. BS EN 1011:2009.

2.2 Bolts, Nuts and Washers

- (a) Fixings: - M12 Cup Square headed Bolts to BS 4933 strength Grade 8.8 and Shear headed "Permacone" nuts.
- (b) There is NO British Standard for Shear headed Cone Nuts. Cone nuts to be steel strength grade 8 as detailed in BS 4190:2014 and threaded in accordance with BS 3643:2007.
- (c) Nut and bolt fixings - where used threads are to be burred over after the nut has been tightened, the finish must receive a renovation to the coating as detailed in 5.8 above. No threads shall be exposed beyond 2.5 mm any excess must be trimmed off, with the remaining exposed thread rounded off removing any sharp/rough edges smoothing the ends and treated as detailed.

2.3 Protective Treatment

- (a) After the fabrication of gates and fencing components, including the punching or drilling of any holes and all welding, the fencing and gates shall receive the following works treatment.

- (b) Hot dip galvanising in accordance with BS EN ISO 1461:2009.
- (c) Following galvanising the fencing shall be powder coated in accordance with BS EN 13438:2013 using the colour RAL 6005 Moss green.

2.4 Renovation of Coatings

Small areas of hot dip galvanised and/or powder coating damaged by welding, cutting or by excessively rough treatment during transit and erection shall be renovated by the use of low inciting point zinc alloy repair rods or powders made specifically for the purpose, or other means in accordance with BS 5493 such as zinc rich paint. Sufficient material shall be applied to provide a zinc coating at least equal in thickness to the original layer. Likewise, with any damage to the powder coating shall be treated similarly to BS EN 13438:2013.

3. REMOVAL OF EXISTING GAMES/ BALL COURTS

- (a) The existing ball courts as mentioned (see also Appendix 1) shall be removed to the level of the existing concrete surface (outside the bitmac pad) with all debris, fencing and metalwork to be disposed of at an Environment Agency (EA) approved tip site.
 - i. There are 2 flood lighting columns on the south side of the court on Stanbridge Park that have had the power disconnected from them and these are to be removed from site.
 - ii. The 2 flood lights at Hillview Park are working and will remain.
- (b) On both sites there are additional basketball posts and shelters/ seating areas these are to be rubbed down primed and painted with an agreed unleaded paint and colour agreed with the Client Officer.

4. INSTALLATION OF NEW MULTI-USE GAMES AREA

- (a) A proposed layout of the site can be found in Appendix 3.
- (b) The size of the new courts shall be contained outside the existing bitmac pad, which is 28 x 14m approximately as shown with rounded corners.
- (c) The end panels shall be a maximum of 3m over the goal mouths cascading down to the side panels 1.2m high with the construction and finish to comply with current British Standards identified above.
 - i. The new perimeter court fencing shall be constructed with heavy duty steel panels and posts and fitted with neoprene sound dampening fixings.
- (d) The goal ends shall be open to allow access and egress with the white composite/synthetic back board for basketball. The basketball ring shall be a plain fitting with no attachments for nets/chains.
 - i. The board shall be marked with a routed/engraved wording "Do Not Climb"
- (e) The side access/egress points shall be chicane fencing instead of gates.

- (f) On completion of the MUGA installation the contractor shall install thermoplastic and anti-slip line marking to facilitate the following sports of football, basketball, hockey, cricket and tennis and coloured accordingly.



- (g) In addition, the contractor shall supply and erect A1 sized signage on to the fencing as specified above changing the title details to as necessary to reflect the names of each site. Artwork to be approved by the Client Officer prior to manufacture.
- i. All signs to be manufactured to EN 12899-1 2007 Class RA1 the Traffic Signs Regulations and General Directions 2002 and fitted using appropriate channelling on to the fences.
 - ii. They are to be manufactured from aluminium composite panels complete with radius corners and de-burred edges. Sign faces will be digitally printed Non-Reflective applied vinyl. Supplied with Graffiti Resistant Film (aka G.R.F.) No scrap value sticker to be stuck to the reverse of each sign.
 - iii. The signs shall be fitted with permacone nuts and bolts compliant with BSEN 1176.
- (h) The installation upon completion shall be appropriately marked with the name and address of supplier, equipment reference and year of manufacture together with the number and date of the European Standard that the installation complies to.

6. ACRYLIC PAINTING OF BITMAC PAD

- (a) The contractor shall clean the existing bitmac pad to ensure that it is free of oil and grease and should be swept or blown free of dirt, leaves, grit and debris immediately prior to painting. This shall also include the removal of any moss, weeds, algae and ingrained dirt, first by chemical treatment and then by high-pressure washing. As excess pressure can damage the surface, this work should always be undertaken by skilled operatives.
- (b) Following cleaning of the bitmac surface the contractor shall supply and coat the surface with a coloured Acrylic Surface Paint binder (in accordance with the manufacturer's instructions) using a high quality water based acrylic coating for porous macadam surfaces with slip resistant properties. This shall be a suitable tough and long lasting paint due to the special acrylic resin with specific adhesion promoters for bitumen. The paint must contain an algacide and fungicide. An example of this surfacing material can be seen at the ironstones Park and is available in a range of colours that is ideal to rejuvenate existing surfaces and add play value to play or sports areas
- (c) Painting should only be undertaken in fine, dry, relatively still weather and when undertaken when the temperature of the surface to be coated is above 5°C (40°F) and is likely to remain so for a minimum of six to seven hours.
- (d) Two coats of paint should be applied in different directions to ensure an even finish with no patches.
- (e) The friction or slip resistance of the playing surface on completion of the painting should measure (using the test procedure described in BS EN 13036) as a minimum PTV of 60.

7. LINE MARKING

- (a) The line markings should be in accordance with the rules of the appropriate sport. Where the rules of the sport do not detail tolerances for the accuracy of the markings the lines should be within 20mm of the specified dimension. Straight lines should not deviate by more than 10mm from a line joining their ends, nor include any sudden steps.
- (b) All lines should be bright, straight and have a sharp, defined edge.
- (c) As lines form part of the playing area they should also satisfy the slip resistance criteria for the court. The use of standard aerosol paint cans for permanent lines shall not be permitted due to the low values of slip resistance and their poor durability.

8. PATCHING

Any damage to the existing bitmac surface shall be cut out and fully reinstated to the satisfaction of the Client Officer.

9. LITTER PICKING AND DEBRIS REMOVAL

Prior to any maintenance operation on the site, the Contractor shall be responsible for the collection of all litter, debris and other deleterious matter from the total area of bitmac surfaced area and along the line of the new fences during the contract period, removing all arisings to the Contractor's tip.

The price for such clearance must be included within the Contractor's submitted rates for each billed maintenance operation.

10. AFTER CARE & MAINTENANCE

- (a) On the satisfactory completion of all site operations the Contractor shall provide for and give to the Authorising Officer, a complete set of maintenance instructions and tools for the individual items of equipment.
- (b) The Contractor shall on submission of his invoice, provide Guarantee Certificates covering the life of the guarantee periods identified in the Tender Documents.
- (c) Final payment of the Contractors invoice shall be made on the provision of a Post Installation Inspection Certificate from an approved RPII Inspector. This certificate will identify that all works have been completed to the current British or European Standards and our specification.
- (d) The Contractor shall be responsible for any aftercare and maintenance on the site for 12 months entirely at his own expense. This work shall consist of:
 - ensuring the stability/security of the new facility.
 - any land settlement to be made up to surrounding levels and reseeded if necessary as per the above specification.

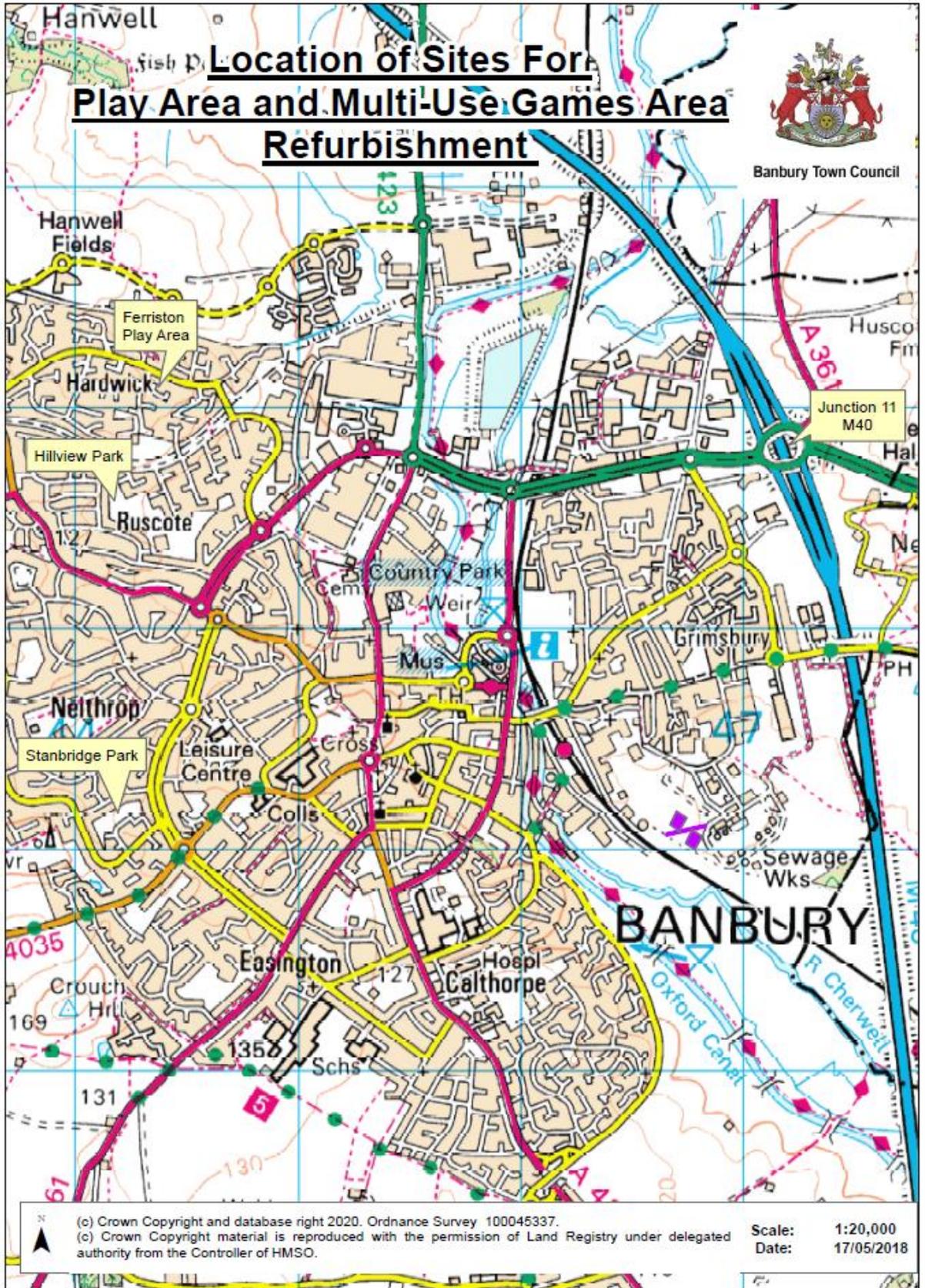
BILL OF QUANTITIES

Due to budgetary constraints the contractor should be aware that Banbury Town Council seeks all work to be undertaken, however some items may be withdrawn (such as the acrylic painting of the bitmac surface, line marking) if the quotes exceed the available budget.

All ground works to be undertaken to minimise the damage to existing grass or other surfacing, where damage occurs the contractor shall be responsible for reinstatement of those areas (in accordance with current British Standards for Landscaping) back to their original condition at his own expense. (Photographic evidence will be obtained prior to commencement of any work on site).

Please identify unit rates for all items and expand table as required.

	Description	Quantity	Total
	ALL WORKS APPLY TO BOTH STANBRIDGE AND HILLVIEW PARKS		
(i)	Supply and construction of temporary safety fencing, welfare facilities and signage.	Sum	
(ii)	Removal of existing ball court fencing	Sum	
(iii)	Supply and Installation of 2 MUGA goal ends powder coated green to BS EN 15312 and surrounding court fencing & signage as specified.	Sum	
(iv)	Cleaning and preparation of bitmac pads removing all detritus, weed growth and any loose material prior to painting.	Sum	
(v)	Acrylic Painting of Bitmac pad (Provisional Item)	Sum	
(vi)	Line marking for sports AS PER SPECIFICATION	Sum	
(vii)	Post Installation Inspection	Sum	
(viii)		Sum	
(ix)		Sum	
	Leave area safe and clean.		
	Project Total	£	





Stanbridge Park



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Date: 24/04/2020



Hillview Park Portway

Play Area

Sports Court

RUSCOTE



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Hill View



Banbury Town Council

Hillview Park

Play Area

Sports Court

RUSCOTE



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Date: 24/04/2020

SITE PHOTOGRAPHS

APPENDIX 3

STANBRIDGE PARK



HILLVIEW PARK

